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AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, January 10, 2019 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
- 5. STAFF REPORTS**
 - a. Police Compstat Report – November 2018
- 6. COMMITTEE REPORTS**
 - a. Finance/Personnel
 - b. Parks and Trails Advisory Committee
 - c. Community Development
 - d. Economic Development Board
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve December 13, 2018 Regular Meeting Minutes
 - c. Authorize the Mayor to sign a contract with Ian Gleadle for Photography Services
 - d. Confirm the Mayor's 2019 Snohomish County Board of Health Representative Designation – Mayor Dan Rankin
 - e. Contract for WWTP SCADA Equipment Upgrades
- 8. NEW BUSINESS**
 - a. Elect Mayor Pro Tempore
 - b. Council Committee Selection
 - c. Set 2019 Council Calendar
 - d. Approve Resolution 2019-01 Adoption of Amended Salary and Benefits Schedule
- 9. PUBLIC HEARING**
 - a. To Hear Public Testimony Regarding:
 - i. Ordinance 1469 Wireless Communication Facilities/Small Cell Code Amendment, First Reading, Second Reading and Final Adoption
- 10. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 11. CITIZEN CLOSING COMMENTS**
- 12. ADJOURN**

Upcoming Meetings:

January 24, 2019 Regular Meeting
February 7, 2019 Special Meeting (upon approval)
February 14, 2019 Regular Meeting
February 28, 2019 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5a
DATE: January 10, 2019
SUBJECT: Police November 2018 Compstat Report
CONTACT PERSON: Peggy Girard, Police Records Clerk
ATTACHMENTS: A – November 2018 Compstat Report

SUMMARY STATEMENT

Attached is the November 2018 Compstat Report for council review.

Stanwood Police Department

November 2018

Administrative Personnel

Chief Norm Link

Sergeant Jason Toner

Peg Girard – Stanwood City Employee

Amanda Slattery – Stanwood City Employee

Stacey Davis – Stanwood City Employee

Operational Personnel

	Assigned	Vacancies	Percentage
Sergeants	2	0	100%
MPD	0	0	N/A
Deputies	6	0	100%
SRO	1	0	100%
Detectives	1	0	100%
Total	10	0	100%

Area of Operation

The City of Stanwood contracts its police services through the Snohomish County Sheriff's Office. The population for Stanwood is currently 6,835, however due to the makeup of the community the service population is 40,000+. Stanwood's city limit encompasses 2.8 square miles.



COMPSTAT REPORT

Type of Crime	November 2018	Year To Date 2018	November 2017	Year to Date 2017
Homicide	0	1	0	0
Rape	0	2	0	2
Robbery	0	3	0	3
Assault	4	41	2	45
Burglary	1	20	1	26
Larceny	9	88	7	134
Motor Vehicle Theft	0	13	0	20
General	November 2018	Year To Date 2018	November 2017	Year To Date 2017
Calls for Service (Incidents)	616	6897	676	7920
Case Reports	48	525	54	644
Traffic Collisions	24	131	13	100
Arrests (Adult/Juvenile)	13	159	21	213
Drug Arrests	0	19	2	26
Warrant Arrests	0	22	3	31
Impaired Driving	2	8	4	17
Infractions Issued	11	89	13	176
Public Disclosure Requests	40	419	38	372
Concealed Pistol Licenses	70	556	35	421
Fingerprinting & Approx. timeframe	62 @ 15.5 hrs	479 @ 119.75 hrs	33 @ 8.25hrs	388 @ 100 hrs

City Collisions for November TOTALS: 24

Date	Case Number	Location	H & R	Injured	Reason
11/1/2018	2018-6294	9700 Block of 272nd PL NW			Improper Backing
11/2/2018	2018-6312	8000 Block of 272nd ST NW	x		Hit & Run
11/2/2018	2018-6307	7100 Block of SR 532		x	Failure to Stop
11/3/2018	2018-6331	9000 Block of 271st ST NW			Inattentive Driving
11/4/2018	2018-6338	28100 Block of 68th AVE NW		x	Distracted Driving
11/5/2018	2018-6358	7400 Block of 272nd ST NW			Failure to yield
11/9/2018	2018-6474	6800 Block of 276th ST NW			Failure to Stop
11/13/2018	2018-6555	8500 Block of Cedarhome Drive			Failure to Stop
11/14/2018	2018-6571	72nd AVE NW and 267th ST NW		x	Failure to yield
11/14/2018	2018-6586	10200 Block of 270th ST NW	x		Hit & Run
11/15/2018	2018-6601	7300 Block of SR 532		x	Inattentive Driving
11/15/2018	2018-6602	9800 Block of SR 532	x		Failure to Stop
11/15/2018	2018-6606	26800 Block of 92nd AVE NW			Improper Backing
11/16/2018	2018-6623	Pioneer HWY and SR 532		x	Medical Issue
11/16/2018	2018-6625	7400 Block of SR 532			Failure to Stop
11/17/2018	2018-6641	Camano ST and SR 532	x		Failure to yield
11/17/2018	2018-6646	72nd AVE NW and 286th ST NW	x		Inattentive Driving
11/17/2018	2018-6647	27600 Block of 80th AVE NW			Failure to Stop
11/19/2018	2018-6675	72nd AVE NW and SR 532			Failure to yield
11/20/2018	2018-6707	9200 Block of SR 532			Failure to Stop
11/21/2018	2018-6723	7200 Block of 276th ST NW			Failure to Stop
11/21/2018	2018-6734	88th NW and SR 532		x	Ran a red light
11/28/2018	2018-6851	9200 Block of SR 532			Inattentive Driving, failure to stop
11/30/2018	2018-6887	2800 Block of 70th AVE NW	x		DUI

Stanwood School Dist. Resource Officer (SRO) Activity Report.

November 2018

ACTIVITY	SHS	PSMS	SMS	CES	SES	TCE	EBE	UBE	LHHS
Administrative	28	2			1				
Arson									
Assault									
Bomb Threat									
Burglary									
Collision	1								
Counseling	9								
CPS Referral	1								
Crisis Planning									
Felony VUCSA									
Fight									
Harassment									
Mal Mis									
Marijuana									
Mental Health									
MIP									
Paraphernalia									
Public Assist									
Runaway									
Sexual Assault									
Suspicious									
Teaching									
Theft									
Trespass									
Violation of Order									
Warrant									
Weapons									

Stanwood Police Department

Detective Report

November Newsletter

November 2018



- * Lock your car
- * Park in well lit areas
- * Don't leave items of value visible in your car
- * Keep packages in the trunk while shopping
- * Avoid carrying large amounts of cash
- * Do not leave your purse or wallet in shopping carts
- * Be aware of your surroundings

Holiday Safety Tips

Leave The Lights On: 
Make your home appear as though someone is there. Leaving lights on a timer will deter thieves. It's best to leave an outside light on and a couple inside lights on.

Package Delivery: 
Shopping online is something most of us do. Don't risk your packages being stolen, request they be held at the delivery facility, request signature confirmation, or ask a neighbor to hold the package for you.

Deck The Halls: 
Decorating for the holidays can be a hazard if the right precautions aren't taken. If you have a live tree make sure you check to see if it needs water daily. If you're putting up lights be sure there are no exposed wires or damaged bulbs. Love the ambience of candles? Never leave them unattended. Extension cords can also be a hazard. They can give thieves easy access if run through a window. Make sure the cord is in good condition and has proper ventilation to avoid overheating.

Cooking Hazards: 
Fried Turkey comes to mind...yes they're delicious but, frying food requires the proper setup. DO NOT attempt to fry a Turkey in your home. Be sure to read all of the instructions and create the proper setup outside. If you're baking for the holidays make sure you keep an eye on the oven.

Travel: 
Ask a neighbor or friend to check on your house while you're gone. You don't want flyers piling up on your door or packages sitting outside. It's a dead giveaway that you aren't home. Wait until you are back home to post anything on Social Media.

Social Media: 
We all know better than to post on Social Media that we're traveling, RIGHT?! What you might not think about is posting the amazing gifts you received for the holiday. It's not a good idea to post the new surround sound system you got from family or your new jewelry from a loved one. You never know who might see your post and be tempted to come to your house and steal.

Trash Disposal: 
Break down the box that new 60" TV came in and dispose of it in black trash bags. Thieves can drive by on trash day at anytime and see exactly what Santa brought you. Take the extra time to make sure you aren't advertising for them to break in.

Vehicle Prowler Arrested



On 11-07-18 a 28 year old male suspect was arrested in connection with vehicle prowling incidents at the Stanwood YMCA on 09-25-18, 09-28-18 and 10-22-18. Deputy Robinson from the Snohomish County Violent Offenders Task Force located the male in the Lake Stevens area.

During an interview, the male eventually admitted to being in Stanwood on at least one occasion, but denied prowling vehicles.

Detective Martin executed search warrants on the suspect's car, a car the suspect borrowed from his grandmother and the suspect's cell phone service provider. Detective Martin located evidence in the suspect's car linking him to vehicle prowling incidents in Stanwood and the Silver Lake area of South Everett.

The Snohomish County Prosecutor's Office has filed felony charges associated with the Stanwood cases.

Stanwood School District Resource Officer November Newsletter

November 2018



November marked the end of Deputy Shane Jensen's Law Enforcement career of 29 years. Deputy Jensen retires after 16 years as the Stanwood Camano School Resource Officer. He is replaced by Deputy Bud McCurry, a Stanwood resident and a 20 year Law Enforcement veteran, as well as a Marine Corps veteran. Deputy McCurry has been a Patrol Officer for the City of Stanwood in the past, as well as other stints in Detectives, Directed Patrol, the

Gang Unit, The Office of Neighborhoods outreach team, and 3 years as a Lakewood and Tulalip School Services Deputy.



Issues for the month include a reoccurring problem of students using restrooms to secretly "vape". This is an issue because restrooms are traditionally a place where students expect to be private. That being said, more and more patrols are being made by Deputy McCurry and school staff

in the restrooms. 4 students were caught actively vaping this month.

Minor assaults occurred, one early in November where one student punched another in the arm twice on a dare, this was handled with school discipline. Another assault occurred when a female student became angry when she felt another group was staring at her. This female confronted the group, and threw hot coffee on one of the group. Charges for assault are being referred through Denny Youth Center and the student was suspended.

Also in November, an "Intruder Drill" was conducted at the high school. Strengths and weaknesses were identified, and the next drill is scheduled for January.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a
DATE: January 10, 2019
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director/City Clerk
ATTACHMENTS: A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the December 10, 2018 Finance/Personnel Committee Meeting are attached.

FINANCE/PERSONNEL COMMITTEE

December 10, 2018

Finance Committee Report (December 10, 2018 meeting summary)

In attendance:

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

1. City Attorney Contract Renewal

Committee discussed and recommended City Council approval.

2. Budget Amendment No. 4

Committee discussed and recommended City Council approval.

3. LA with Snohomish County for GIS services/Community Development Staffing

Committee discussed and recommended City Council approval.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6b

DATE: January 10, 2019

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – December 17, 2018 Meeting Minutes

SUMMARY STATEMENT

Minutes from the December 17, 2018 Parks and Trails Advisory Committee meeting are attached to this staff report for approval as presented.

**City Council
PARKS and TRAILS ADVISORY COMMITTEE**

**December 17, 2018 Meeting
Meeting Notes**

Attendance:

Committee Members:

Steve Shepro
Marshall Will
Gordon Bell
Bob Hitz

Absent:

Seth Richey
Sue Thees
Matt Withers

Staff:

Patricia Love, Community Development Director
Carly Ruacho, Senior Planner

Public:

Denise Long, Labyrinth Representative
Gordy Holmes, Pickleball Representative
Alex Glasgow, Disk Golf
Brian Anderson, Disk Golf

Call to Order

The December meeting of the PTAC was called to order at 3:05 pm on Thursday, December 17, 2018.

Citizen Comments:

Denise Long, stated her interest in planning for an interpretive center in one of the parks where educational classes could be held.

Gordy Holmes, noted he is there to listen and learn more about the city's parks.

Disc Golf Course at Church Creek

Alex Glasgow and Brian Anderson presented their proposal to expand the 9 hole disc golf course at Church Creek Park to 18 holes. The plan includes minor reconfiguring of the existing course and adding new holes in the upland woodland area. Work would include removing 8-10 alder trees, limbing up some of the existing evergreen trees and brush removal.

The PTAC held a robust discussion of the pro's and con's of expanding the course: changing the wooded character of the park to improve security due to better visibility and more people being at the park.

A motion was made by Steve Shepro and seconded by Marshall Will to forward a positive recommendation to the City Council to allow the disc course at Church Creek Park. The motion was approved 4 - 0 in favor.

Playground Equipment at Church Creek Park

The 2019 budget includes funds to replace the aging playground equipment and basketball court at Church Creek Park. A subcommittee of the PTAC was formed to help identify the age range and type of playground equipment for the park. A recommendation will be forwarded to the PTAC who will then forward a recommendation to the City Council. Steve Shepro and Gordon Bell agreed to serve on the subcommittee.

Heritage Park Update

The City Council approved a task order to conduct a wetland evaluation at Heritage Park. The Master Plan will be put on hold until the wetland study is finalized. Depending on the study results, the plan will either move forward as currently drafted or be updated to account for any wetlands.

Hamilton Park Update

The City has been contacted by the Recreation and Conservation Office about a potential Aquatic Lands Enhancement Account Grant for Hamilton Park. The State is determining if a 2016 grant application is still funded. If it is, we will be working with the Department of Fish and Wildlife on expanding, or adding on to their boat launch project to add parking and a non-motorized boat launch. The City hopes to have an update on the grant by the January meeting.

FoSPAT Update

FoSPAT is currently in a holding pattern at this time due to limited participation at work party activities, but they would like to finish up the kiosk at Ovenell this coming spring.

Returning Members:

Each year the PTAC membership is renewed by the Council. Bob Hitz has noted he will retire at the end of 2018; Gordon Bell has not yet decided if he is returning; Steve Shepro and Marshall Will are planning on staying on the committee. Carly Ruacho will reach out to the other committee members to gauge their interest on staying on the committee.

Next Meeting

The next meeting is scheduled for January 28, 2019 at City Hall.

The meeting was adjourned around 4:50 pm.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6c

DATE: January 10, 2019

SUBJECT: Community Development Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – December 13, 2018 Meeting Minutes

SUMMARY STATEMENT

Minutes from the December 13, 2018 Community Development Committee meeting are attached to this staff report for approval as presented.

**City Council
COMMUNITY DEVELOPMENT COMMITTEE**

**December 13, 2018 Meeting
Meeting Notes**

Attendance:Council Committee Members and Staff:

Elizabeth Callaghan, Councilmember
Kelly McGill, Councilmember
Rob Johnson, Councilmember
Patricia Love, Community Development Director

Public:

Tim Schmitt

Excused Absences:

None

1. Island Regional Transportation Planning Organization (IRTPO)

Island County staff reached out to the City about participating on the Island Regional Transportation Planning Organization (IRTPO) committee. They are in the process of developing their first Regional Transportation Plan and because Stanwood and Camano Island share a common access off of SR 532 they want to explore future partnerships. Patricia Love, Community Development Director, attended their meeting on November 28th and the IRTPO Committee was overwhelmingly supportive of having the City participate as a non-voting member.

The CDC agreed that coordinated transportation planning between the City of Stanwood and Island County is needed and supported the City participating in the IRTPO.

2. Department Reorganization

The City recently lost a couple of our longer term employees: Devin Sola, Associate Planner and Trace Justice, Building Official. While losing staff is always difficult, it also gives us an opportunity to reevaluate our operations. For more efficient operations and administrative support, the following position structure is proposed:

Building Services	Planning / City Hall Services	GIS Services
- Rehire the Building Official Position (currently being advertised). - Share a Building Inspector with Island County via an Interlocal Agreement.	- Amend the Permit Specialist job description to add minor Permit Technician review duties and retitle the position as Permit Specialist / Planner. - Do not fill the Associate Planner position. - Hire an Administrative Assistant with changes to the job description to include website and social media management.	Contract out for GIS mapping services with Snohomish County until we develop a long term strategic plan for our mapping needs. This contract would be similar to our IT contract with Snohomish County.

The CDC was supportive of the concept with the request that the City research the option to obtain GIS services from the MRSC Small Cities GIS Consortium.

3. *Alliance for Housing Affordability Interlocal Agreement #3*

In 2014 the City of Stanwood signed an ILA with 12 other Cities and the County establishing a governing board for the Alliance for Housing Affordability. Since its inception, one of the AHA goals has been to establish a fund to support the creation and preservation of affordable housing units in Snohomish County. In 2018 the AHA Housing Trust Fund was established with contributions from the Town of Woodway and Snohomish County.

To administer these funds an amendment to the AHA ILA is recommended that describes how the Fund will be managed. While Stanwood has not contributed funds to the Housing Trust Fund, we are a member of the Alliance and a signatory to the ILA. ILA Amendment #3 is currently being drafted and participating cities will need to sign the amendment. The CDC agreed the item could be put on the Council's consent agenda once it has been reviewed by the City Attorney.

4. *Wireless Communication Facilities Code Amendment*

The Federal Communications Commission (FCC) recently released new rules for wireless communication facilities and small cell deployment. The intent of the regulations is to streamline the permitting processes across the country. Cities and Counties are required to update their development and franchise regulations by January 14, 2019. To meet this timeline a public hearing will be held on January 7 by the Planning Commission at a special meeting, followed by a public hearing with the City Council on January 10, 2019.

The draft code amendment combines the city's existing wireless communication facility regulations with new small cell deployment regulations and franchise requirements into three new chapters of the Stanwood Municipal Code:

- Chapter 17.200, Eligible Facility Modification and Wireless Communication Devices
- Chapter 17.205, Eligible Facility Modifications
- Chapter 17.210, Regulation of Wireless Communication Facility Franchise
- Chapter 17.220, Wireless Communication Facilities (WCF) Attached and Detached

In conjunction with merging existing city wireless communication facilities codes with the new small wireless facilities requirements, the following Stanwood Municipal Code chapters will be repealed:

- Chapter 17.154, Wireless Communication Facilities
- Chapter 17.156, Eligible Facility Modifications

The CDC acknowledged the tight timeframe needed to adopt the ordinance in order to meet the FCC's deadline and agreed to one meeting for the first, second and final reading of the ordinance. It was also noted that after the regulations are adopted, the City could go back and update the code if needed when the time constraints are not in place.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6d

DATE: January 10, 2019

SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Jennifer Olson, City Administrator

ATTACHMENTS: A – December 20, 2018 Meeting Minutes

SUMMARY STATEMENT

Minutes from the December 20, 2018 Economic Development Board meeting are attached to this staff report for approval as presented.

ECONOMIC DEVELOPMENT BOARD

December 20, 2018 Meeting

Attendance:

Board Members	Staff	General Public
Les Anderson Randy Heagle	Jennifer Olson, CA Patricia Love, CDD	Kathy Boyd Steve Shepro

Absent:

Jose Amado
John Russell
John Hanstad
David Pelletier
Diane White (Council Rep)
Michael Gianunzio
George Llewellyn

Review Minutes of November Meeting

Meeting minutes were approved as presented.

Stanwood / WSDOT SR 532 Discussion Briefing

Community Development Director Love provided an overview of the recent Stanwood / WSDOT meeting regarding SR 532. The discussion focused on four issues:

- Pedestrian Access at the SR 532 / 72nd Avenue intersection: Potential signal improvements to increase pedestrian crossing time
- Access to Ovenell Park: Option to add a center turn lane to allow direct access into the Park from SR 532; Phase 2 could include some type of roundabout in the future
- SR 532 Corridor Needs and Potential Roundabouts: Longer term discussion is needed to determine future needs along the entire corridor
- Roadway Beautification: Vegetation Management Plan may be developed that allows the City to improve the aesthetic look on the corridor

A follow up meeting is scheduled in January to start talking about these issues.

General Discussion on Business Retention Plan Concepts

City Administrator Jennifer Olson provided the EDB with a draft Business Retention Program outline. The Plan includes:

- Business Survey
- Business Inventory
- Creation of a Business Retention and Expansion Team consisting of EDB members, city staff, and/or others
- Create a Business Resource Tool Kit: websites, kiosks, helpful literature, or other opportunities
- Holding Workshops and Business Oriented Events

The EDB members were supportive of the plan; they wanted to ensure that the City include all businesses, not just small or startups. They want to encourage a strong business friendly environment in the City. While the City is not responsible for ensuring the success of businesses, we can help with business friendly permitting practices and sign code updates that reduce road blocks and excessive bureaucracy.

Gateway Discussion

At the November meeting, the Board introduced the idea of creating a gateway into the City's commercial district. City Administrator Jennifer Olson has been reviewing the City's Economic Development Plans and noted that 88th Avenue has been identified in the Plans for a future gateway project. Beautification improvements should include widened sidewalks, street trees, landscaping and street furniture.

The Board likes the concept of building something at the intersection of 88th Avenue and 271st Street (Main Street) that could span the intersection and possibly be covered for special events. Colby and Hewitt in Everett is an example. The intent is to develop a community project that promotes downtown businesses. Once a theme is established it could be repeated along Main Street in various locations.

The Board would like to review a few concepts at their January meeting.

Next Meeting

The next meeting is scheduled for Thursday, January 17, 2019 at 9:00 am at City Hall. Agenda topics include:

- Continued discussion on what is included in business retention / recruitment plan
- Discussion of a downtown gateway



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: January 10, 2019
SUBJECT: Approval of Voucher and Payroll Checks
CONTACT PERSON: Reina Barber, Accounting Specialist
ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 30672 through 30763 and electronic funds transfers from Washington Federal Bank in the amount of \$1,012,748.02. Approve issuance of Washington Federal Bank payroll checks 1560 through 1568 and electronic funds transfers from Washington Federal Bank in the amount of \$284,040.76.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 30672 THROUGH 30763 AND ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$1,012,748.02. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL CHECKS 1560 THROUGH 1568 AND PAYROLL ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$284,040.76.

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

MCAG #: 0695

12/06/2018 To: 01/02/2019

Time: 08:04:40 Date: 01/02/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7068	12/07/2018	Payroll	3	EFT		4,135.63	November 2018 Payroll
7069	12/07/2018	Payroll	3	EFT		3,567.06	November 2018 Payroll
7070	12/07/2018	Payroll	3	EFT		2,168.50	November 2018 Payroll
7071	12/07/2018	Payroll	3	EFT		322.86	November 2018 Payroll
7072	12/07/2018	Payroll	3	EFT		2,247.90	November 2018 Payroll
7073	12/07/2018	Payroll	3	EFT		5,194.64	November 2018 Payroll
7074	12/07/2018	Payroll	3	EFT		3,358.79	November 2018 Payroll
7075	12/07/2018	Payroll	3	EFT		1,807.35	November 2018 Payroll
7076	12/07/2018	Payroll	3	EFT		1,084.92	November 2018 Payroll
7077	12/07/2018	Payroll	3	EFT		1,981.30	November 2018 Payroll
7078	12/07/2018	Payroll	3	EFT		3,781.56	November 2018 Payroll
7079	12/07/2018	Payroll	3	EFT		3,039.92	November 2018 Payroll
7080	12/07/2018	Payroll	3	EFT		1,481.92	November 2018 Payroll
7081	12/07/2018	Payroll	3	EFT		2,793.93	November 2018 Payroll
7082	12/07/2018	Payroll	3	EFT		5,187.76	November 2018 Payroll
7083	12/07/2018	Payroll	3	EFT		322.71	November 2018 Payroll
7084	12/07/2018	Payroll	3	EFT		4,107.40	November 2018 Payroll
7085	12/07/2018	Payroll	3	EFT		5,712.44	November 2018 Payroll
7086	12/07/2018	Payroll	3	EFT		758.12	November 2018 Payroll
7087	12/07/2018	Payroll	3	EFT		3,804.67	November 2018 Payroll
7088	12/07/2018	Payroll	3	EFT		3,146.47	November 2018 Payroll
7090	12/07/2018	Payroll	3	EFT		5,735.39	November 2018 Payroll
7091	12/07/2018	Payroll	3	EFT		322.86	November 2018 Payroll
7092	12/07/2018	Payroll	3	EFT		2,663.77	November 2018 Payroll
7093	12/07/2018	Payroll	3	EFT		1,000.22	November 2018 Payroll
7094	12/07/2018	Payroll	3	EFT		4,769.33	November 2018 Payroll
7095	12/07/2018	Payroll	3	EFT		318.73	November 2018 Payroll
7096	12/07/2018	Payroll	3	EFT		2,116.76	November 2018 Payroll
7097	12/07/2018	Payroll	3	EFT		3,196.98	November 2018 Payroll
7098	12/07/2018	Payroll	3	EFT		2,162.16	November 2018 Payroll
7099	12/07/2018	Payroll	3	EFT		3,347.09	November 2018 Payroll
7100	12/07/2018	Payroll	3	EFT		3,030.08	November 2018 Payroll
7101	12/07/2018	Payroll	3	EFT		2,101.75	November 2018 Payroll
7102	12/07/2018	Payroll	3	EFT		4,439.18	November 2018 Payroll
7103	12/07/2018	Payroll	3	EFT		2,179.01	November 2018 Payroll
7104	12/07/2018	Payroll	3	EFT		2,538.90	November 2018 Payroll
7105	12/07/2018	Payroll	3	EFT		322.78	November 2018 Payroll
7106	12/07/2018	Payroll	3	EFT		323.00	November 2018 Payroll
7107	12/07/2018	Payroll	3	EFT		1,087.33	November 2018 Payroll
7115	12/07/2018	Payroll	3	EFT	Department Of Retirement Systems	42,679.04	Pay Cycle(s) 12/07/2018 To 12/07/2018 - PERS2; Pay Cycle(s) 12/07/2018 To 12/07/2018 - PERS 3; Pay Cycle(s) 12/07/2018 To 12/07/2018 - 457 - DRS (DCP)
7116	12/07/2018	Payroll	3	EFT	Internal Revenue Service (941)	45,777.52	941 Deposit for Pay Cycle(s) 12/07/2018 - 12/07/2018
7359	12/21/2018	Payroll	3	EFT		1,000.00	December 2018 Draw
7360	12/21/2018	Payroll	3	EFT		2,000.00	December 2018 Draw
7361	12/21/2018	Payroll	3	EFT		1,000.00	December 2018 Draw
7362	12/21/2018	Payroll	3	EFT		1,600.00	December 2018 Draw
7363	12/21/2018	Payroll	3	EFT		1,800.00	December 2018 Draw
7364	12/21/2018	Payroll	3	EFT		1,350.00	December 2018 Draw
7365	12/21/2018	Payroll	3	EFT		3,000.00	December 2018 Draw
7366	12/21/2018	Payroll	3	EFT		1,600.00	December 2018 Draw
7367	12/21/2018	Payroll	3	EFT		1,000.00	December 2018 Draw
7368	12/21/2018	Payroll	3	EFT		2,000.00	December 2018 Draw

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7369	12/21/2018	Payroll	3	EFT		2,000.00	December 2018 Draw
7370	12/21/2018	Payroll	3	EFT		2,000.00	December 2018 Draw
7371	12/21/2018	Payroll	3	EFT		1,000.00	December 2018 Draw
7372	12/21/2018	Payroll	3	EFT		800.00	December 2018 Draw
7373	12/21/2018	Payroll	3	EFT		2,000.00	December 2018 Draw
7374	12/21/2018	Payroll	3	EFT		1,600.00	December 2018 Draw
7375	12/21/2018	Payroll	3	EFT		500.00	December 2018 Draw
7376	12/21/2018	Payroll	3	EFT		2,500.00	December 2018 Draw
7377	12/21/2018	Payroll	3	EFT		1,500.00	December 2018 Draw
7378	12/21/2018	Payroll	3	EFT		1,300.00	December 2018 Draw
7379	12/21/2018	Payroll	3	EFT		1,000.00	December 2018 Draw
7380	12/21/2018	Payroll	3	EFT		1,700.00	December 2018 Draw
7089	12/07/2018	Payroll	3	1560		273.00	November 2018 Payroll
7117	12/07/2018	Payroll	3	1561	AFLAC	614.96	Pay Cycle(s) 12/07/2018 To 12/07/2018 - AFLAC, Pre-Tax; Pay Cycle(s) 12/07/2018 To 12/07/2018 - AFLAC, Post-Tax
7118	12/07/2018	Payroll	3	1562	AWC Employee Benefit Trust	21,711.83	Pay Cycle(s) 12/07/2018 To 12/07/2018 - AWC - Medical; Pay Cycle(s) 12/07/2018 To 12/07/2018 - AWC- Dental; Pay Cycle(s) 12/07/2018 To 12/07/2018 - AWC - Vision; Pay Cycle(s) 12/07/2018 To 12/07/2018;
7119	12/07/2018	Payroll	3	1563	Colonial Life Insurance	66.75	Pay Cycle(s) 12/07/2018 To 12/07/2018 - Colonial Life Ins
7120	12/07/2018	Payroll	3	1564	Hartford Retirement Plan Services	1,566.00	Pay Cycle(s) 12/07/2018 To 12/07/2018 - 457 - MassMutual (Hartford); Pay Cycle(s) 12/07/2018 To 12/07/2018 - Roth 457(b)(MassMutual)
7121	12/07/2018	Payroll	3	1565	ICMA Retirement Trust	2,479.59	Pay Cycle(s) 12/07/2018 To 12/07/2018 - 457 - ICMA
7122	12/07/2018	Payroll	3	1566	Navia Benefits	155.00	Pay Cycle(s) 12/07/2018 To 12/07/2018 - Medical FSA- S125
7123	12/07/2018	Payroll	3	1567	Teamsters Union Local 231	1,350.00	Pay Cycle(s) 12/07/2018 To 12/07/2018 - Teamsters Dues
7124	12/07/2018	Payroll	3	1568	Washington Teamsters Welfare Trust	31,455.90	Pay Cycle(s) 12/07/2018 To 12/07/2018 - Union Dental; Pay Cycle(s) 12/07/2018 To 12/07/2018 - Teamsters Medical
						001 General Fund	161,907.57
						101 Street Fund	16,669.56
						108 Transportation Sales Tax Fund	1,175.88
						401 Sewer Fund	40,767.06
						410 Drainage Fund	17,693.71
						421 Water Fund	45,826.98

284,040.76 Payroll: 284,040.76

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described 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 W. Dordon Date: 1-2-18
() Deputy Finance Director

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7164	12/06/2018	Claims	3	EFT	WA St Dept of Licensing *	1,182.00	Gun Permit Fee
7386	12/13/2018	Claims	3	EFT	Weed, Graafstra & Associates TRUST	540,507.00	Vine Str Easement
7409	12/20/2018	Claims	3	EFT	WA St Dept of Revenue **	10,621.45	B&O Excise Tax - November 2018
7240	12/13/2018	Claims	3	30672	APP- Associated Petroleum Products	1,973.49	04-0100494
7241	12/13/2018	Claims	3	30673	Alpine Fire & Safety Systems Inc	244.11	City Of Stanwood
7242	12/13/2018	Claims	3	30674	Bonner Electrical Contracting LLC	51,078.33	City Of Stanwood
7243	12/13/2018	Claims	3	30675	Branom Instrument Co.	132.02	11012
7244	12/13/2018	Claims	3	30676	Gaylynn Brien	60.00	City Of Stanwood
7245	12/13/2018	Claims	3	30677	Brim Tractor Company Inc	5,525.88	S22361
7246	12/13/2018	Claims	3	30678	Cascade Natural Gas Corp	13.78	127 540 0000 3
7247	12/13/2018	Claims	3	30679	City of Everett *	555.00	STACITG
7248	12/13/2018	Claims	3	30680	Edge Analytical Inc	200.00	STA01
7249	12/13/2018	Claims	3	30681	Forest Land Services Inc	132.07	City Of Stanwood
7250	12/13/2018	Claims	3	30682	Frontier *	1,181.96	360-629-4907-072497-5; 206-188-0411-053105-5
7251	12/13/2018	Claims	3	30683	H D Fowler Company Inc	875.23	City Of Stanwood
7252	12/13/2018	Claims	3	30684	Hamilton Lumber LLC	468.69	City Of Stanwood
7253	12/13/2018	Claims	3	30685	Krista Hintz	38.17	City Of Stanwood
7254	12/13/2018	Claims	3	30686	J.A. Brennan Associates, PLLC	2,131.50	City Of Stanwood
7255	12/13/2018	Claims	3	30687	Lenz Enterprises Inc	284.70	City Of Stanwood; City Of Stanwood
7256	12/13/2018	Claims	3	30688	Navia Benefits	50.00	City Of Stanwood
7257	12/13/2018	Claims	3	30689	O'Reilly Auto Parts	16.35	1872464
7258	12/13/2018	Claims	3	30690	Office Depot	693.33	36274097; 36274097; 36274097; 36274097
7259	12/13/2018	Claims	3	30691	PNWS-AWWA	250.00	City Of Stanwood
7260	12/13/2018	Claims	3	30692	PUD Of Snohomish County *	2,298.78	221854284; 200367373; 200240505
7261	12/13/2018	Claims	3	30693	Pitney Bowes Inc- Global Financial Svc	359.85	0013214658
7262	12/13/2018	Claims	3	30694	RH2 Engineering Inc	21,523.93	City Of Stanwood; City Of Stanwood
7263	12/13/2018	Claims	3	30695	Ricoh USA, Inc.	815.73	1316669-3660143; 1316669-3660142; 1316669-3659652
7264	12/13/2018	Claims	3	30696	Shred-it US JV LLC	41.91	14668765
7265	12/13/2018	Claims	3	30697	Skagit Farmers Supply	1,106.10	135052
7266	12/13/2018	Claims	3	30698	Sno Co Information Services *	4,762.49	DIS1107
7267	12/13/2018	Claims	3	30699	Sno Co Public Works *	21,303.77	CR000024
7268	12/13/2018	Claims	3	30700	Snohomish County 911	6,658.91	City Of Stanwood
7269	12/13/2018	Claims	3	30701	Snohomish County Public Def Association	1,926.10	City Of Stanwood
7270	12/13/2018	Claims	3	30702	Stanwood Ace Hardware/ Jks Ventures	1,926.44	20013
7271	12/13/2018	Claims	3	30703	Stanwood Auto Parts	109.10	56100
7272	12/13/2018	Claims	3	30704	Stanwood Camano News	259.55	261981; 261981; 261981; 261981
7273	12/13/2018	Claims	3	30705	Stanwood Chamber Of Commerce	2,900.00	City Of Stanwood
7274	12/13/2018	Claims	3	30706	Stanwood City Utility	2,351.35	2741; 2749; 2886; 2964; 3184; 3439; 2965; 1075; 2688;
7275	12/13/2018	Claims	3	30707	Stilly Auto Parts Napa	271.18	27197
7276	12/13/2018	Claims	3	30708	Strategies 360 Inc	1,500.00	City Of Stanwood
7277	12/13/2018	Claims	3	30709	Taylors Excavators Inc	4,225.00	City Of Stanwood
7278	12/13/2018	Claims	3	30710	US Bank	2,786.43	4485 5945 5564 1495

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7279	12/13/2018	Claims	3	30711	USA Bluebook	2,913.79	478228; 478228
7280	12/13/2018	Claims	3	30712	Utilities Underground Loc	42.57	134200
7281	12/13/2018	Claims	3	30713	Verizon Wireless	1,002.51	372541731-00001
7282	12/13/2018	Claims	3	30714	WA St Dept of Ecology *	30.00	City Of Stanwood
7283	12/13/2018	Claims	3	30715	Washington Tractor Inc.	9,989.36	111096
7284	12/13/2018	Claims	3	30716	Wave Broadband	407.55	8136 10 014 0036680; 8136 10 015 0064630
7285	12/13/2018	Claims	3	30717	Weed, Graafstra & Associates, Inc., P.S	9,616.50	3868-0000M
7286	12/13/2018	Claims	3	30718	Xpress/Bill Pay	408.10	10290
7287	12/13/2018	Claims	3	30719	Xylem Water Solutions U.S.A., Inc.	137.29	129265
7288	12/13/2018	Claims	3	30720	Zumar Industries Inc	878.00	000683
7410	12/20/2018	Claims	3	30721	Advanced Analytical Solutions	626.00	City Of Stanwood; City Of Stanwood
7411	12/20/2018	Claims	3	30722	Aramark Uniform Services Inc	501.07	937963000
7412	12/20/2018	Claims	3	30723	Bias Software	990.00	Hammond, Dowhower & Barber Bias Training 2/19- 2/21
7413	12/20/2018	Claims	3	30724	The Blueline Group	6,104.25	City Of Stanwood
7414	12/20/2018	Claims	3	30725	Cascade Septic, LLC	110.00	City Of Stanwood
7415	12/20/2018	Claims	3	30726	Core & Main	1,557.63	110855
7416	12/20/2018	Claims	3	30727	Databar Inc.	853.57	8952
7417	12/20/2018	Claims	3	30728	Edge Analytical Inc	226.00	STA01; STA01
7418	12/20/2018	Claims	3	30729	Frontier Communications Northwest, Inc.	500.00	City Of Stanwood
7419	12/20/2018	Claims	3	30730	General Pacific Inc	11,169.66	101681
7420	12/20/2018	Claims	3	30731	HB Jaeger Company LLC	2,901.72	3330
7421	12/20/2018	Claims	3	30732	Haggen Inc	19.44	City Of Stanwood
7422	12/20/2018	Claims	3	30733	Herc Equipment Rental Corp.	436.18	1024925
7423	12/20/2018	Claims	3	30734	Les Schwab Tire Centers	1,082.60	S34-00006; S34-00006
7424	12/20/2018	Claims	3	30735	Maul Foster Alongi, Inc.	3,960.00	City Of Stanwood
7425	12/20/2018	Claims	3	30736	Office Depot	55.91	36274097; 36274097; 36274097
7426	12/20/2018	Claims	3	30737	PUD Of Snohomish County *	6,821.39	200103539; 200738672; 202882056; 202579512; 200128742; 202670675; 202694204; 202727285; 221041510; 200633634; 200142180
7427	12/20/2018	Claims	3	30738	Kevin Pellham	42.00	City Of Stanwood
7428	12/20/2018	Claims	3	30739	Perteet Inc.	608.93	City Of Stanwood
7429	12/20/2018	Claims	3	30740	Pitney Bowes Inc- Global Financial Svc	80.74	0013214658
7430	12/20/2018	Claims	3	30741	Refund - Sherry Carroll	3,600.00	Ref Marlene Withers Withdrawal Of Application
7431	12/20/2018	Claims	3	30742	Seegert, Gina	42.00	City Of Stanwood
7432	12/20/2018	Claims	3	30743	David Smith	92.00	City Of Stanwood
7433	12/20/2018	Claims	3	30744	Sno Co District Court	550.61	DCT34003
7434	12/20/2018	Claims	3	30745	Sno Co Sheriff's Office - CB	7,727.63	City Of Stanwood; City Of Stanwood; City Of Stanwood
7435	12/20/2018	Claims	3	30746	Sno Co Sheriffs Office *	143,756.17	SSH00001; SSH00001
7436	12/20/2018	Claims	3	30747	Snohomish County Treasurer	7.14	City Of Stanwood
7437	12/20/2018	Claims	3	30748	Stanwood Camano News	225.99	261981; 261981
7438	12/20/2018	Claims	3	30749	Stanwood Chamber Of Commerce	2,900.00	City Of Stanwood
7439	12/20/2018	Claims	3	30750	TMG Services Inc	520.80	1920010
7440	12/20/2018	Claims	3	30751	US Bank Na Custody/ Treas Div- Money Ctr	42.00	777221717
7441	12/20/2018	Claims	3	30752	USA Bluebook	102.76	478228
7442	12/20/2018	Claims	3	30753	WA St Auditor's Office	1,350.09	City Of Stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7443	12/20/2018	Claims	3	30754	WA St Treasurer	627.83	City Of Stanwood
7552	12/28/2018	Claims	3	30755	Cascade Natural Gas Corp	254.63	498 440 0000 7
7553	12/28/2018	Claims	3	30756	City of Everett *	185.00	STACITG
7554	12/28/2018	Claims	3	30757	Columbia Ford	88,060.91	City Of Stanwood
7555	12/28/2018	Claims	3	30758	Databar Inc.	276.07	8952
7556	12/28/2018	Claims	3	30759	Refund - Sherry Carroll	100.00	Ref Sherry Carroll Temp Merch Permit From 12/31/2017
7557	12/28/2018	Claims	3	30760	Refund - Stephanie Coffee	100.00	Ref Stephanie Coffee Temp Merch Deposit From 12/31/17
7558	12/28/2018	Claims	3	30761	Stanwood Hardware	2,541.55	1414
7559	12/28/2018	Claims	3	30762	US Postal Service-Stanwood *	182.00	City Of Stanwood
7560	12/28/2018	Claims	3	30763	Unum Life Insurance	88.40	City Of Stanwood

001 General Fund	194,646.45
101 Street Fund	23,499.55
103 Street Construction Fund	30,989.20
104 Park Improvement Fund	6,387.50
107 Equipment Reserve Fund	44,030.45
110 Building Improvement Fund	541,456.75
401 Sewer Fund	70,880.96
403 Sewer Construction Fund	8,093.45
410 Drainage Fund	4,671.74
421 Water Fund	27,487.99
422 Water Construction Fund	12,669.13
457 Sewer Equipment Reserve	22,015.23
458 Drainage Equipment Reserve	22,015.23
630 Agency Fund	3,904.39

* Transaction Has Mixed Revenue And Expense Accounts

Claims: 1,012,748.02

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 W Dinkum Date: 1-2-18
() Deputy Finance Director



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: January 10, 2019

SUBJECT: City Council December 13, 2018 Regular Meeting Minutes

CONTACT PERSON: Tania Hawes, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the December 13, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE DECEMBER 13, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD

Regular Meeting of the City Council

Thursday, December 13, 2018 – 7:00 p.m.

Stanwood Camano School District Administration Board Room

MINUTES

1. Call to Order and Pledge of Allegiance

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

2. Roll Call

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

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

3. Approval of the Agenda

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

4. Citizen Comments

Tim Schmitt – 27308 101st Avenue

Mr. Schmitt spoke in favor of the Shepro docket item on the agenda. Tim also requested that the city only extend their city attorney contract for one year, and consider looking at other legal firms.

5. Staff Reports

No staff reports were presented.

6. Committee Reports

- a. Finance/Personnel
- b. Parks and Trails Advisory Committee – October 15, 2018
- c. Parks and Trails Advisory Committee – November 19, 2018
- d. Economic Development Board
- e. Public Works Committee

Councilmember White commented that the Finance Committee this month met on a different date due to schedule conflicts. The committee unanimously agreed that they would like to continue their contract with Weed, Graafstra & Associates.

Stanwood City Council Meeting Minutes – December 13, 2018

7. Consent Agenda

- a. Approve Voucher and Payroll Checks
- b. Approve November 19, 2018 Regular Meeting Minutes
- c. Confirm the Mayor's Library Board Appointment – Sandi Evans
- d. Authorize the Mayor to sign a Task Order with JA Brennan
- e. Authorize the Mayor to sign a contract with City Attorney Weed, Graafstra & Associates, Inc., P.S.
- f. Authorize the Mayor to Amend the Perteet, Inc. Contract, Extending Contract Term

Councilmember McGill commented he would like to recuse himself from voting on item 7e in the packet due to his professional relationship with the firm.

Motion by Councilmember Callaghan, second by Councilmember McGill, to approve the consent agenda items a through f, excluding e. Johnson – yes, White – yes, Callaghan – yes, Pearce – yes, Sather – no, McGill – yes, Williams – yes. Motion carried.

Motion by Councilmember Callaghan, second by Councilmember White, to approve consent agenda item e only. Johnson – yes, White – yes, Callaghan – yes, Pearce – yes, Sather – yes, Williams – yes. Motion carried.

8. New Business

- a. Authorize Mayor to sign Interlocal Agreement with North County Regional Fire Authority

Finance Director David Hammond presented an interlocal agreement with North County Regional Fire Authority to city council.

Motion by Councilmember Sather, second by Councilmember McGill, to authorize the Mayor to sign the interlocal agreement with North County Regional Fire Authority for fire marshal services. Johnson – yes, White – yes, Callaghan – yes, Pearce – yes, Sather – yes, McGill – yes, Williams – yes. Motion carried unanimously.

Mayor Leonard Kelley announced that due to the motions of the consent agenda, he forgot to congratulate and confirm Sandi Evans' appointment to the Stanwood Library Board.

- b. Appoint City Councilmembers to North County Regional Fire Authority Board of Commissioners

Mayor Leonard Kelley commented that Councilmember Williams and Councilmember Johnson have expressed interest in being appointed to the North County Regional Fire Authority Board of Commissioners. Mayor asked if any other councilmembers were interested in the commissioner positions. Seeing no comments, the Mayor asked for a motion to appoint Councilmembers Williams and Johnson to the Board of Commissioners.

Motion by Councilmember White, second by Councilmember McGill, to appoint Councilmember Williams to North County Regional Fire Authority Board of Commissioners Position 2 to serve for a term commencing on January 1, 2019 and expiring December 31, 2019. Motion carried unanimously.

Stanwood City Council Meeting Minutes – December 13, 2018

Motion by Councilmember White, second by Councilmember Williams, to appoint Councilmember Johnson to North County Regional Fire Authority Board of Commissioners Position 3 to serve for a term commencing on January 1, 2019 and expiring December 31, 2019. Motion carried unanimously.

- c. First Reading, Second Reading, and Final Adoption of Ordinance 1468, Amending the 2018 Budget

Finance Director David Hammond presented Ordinance 1468 to city council.

Motion by Councilmember Sather, second by Councilmember McGill, to approve first reading, second reading, and final adoption of Ordinance 1468 amending the 2017-18 budget as presented. Motion carried unanimously.

City Attorney Grant Weed asked city council to go back to item 8b on the agenda to make a motion to adopt Resolution 2018-22 to appoint Councilmember Williams and Councilmember Johnson to the North County Regional Fire Authority Board of Commissioners.

Motion by Councilmember Sather, second by Councilmember Pearce, to amend the agenda to include Resolution 2018-22 located on page 8-43 of the packet. Motion carried unanimously.

Mayor Leonard Kelley clarified with City Attorney Grant Weed that by amending the agenda, Resolution 2018-22 would be item 8h.

- d. Authorize the Mayor to sign a Letter of Understanding with Waste Management

Finance Director David Hammond presented a letter of understanding from Waste Management to city council.

Councilmember Callaghan asked if the contract that the city has with Waste Management has any language concerning the quality of communication with citizens. Finance Director David Hammond did not know and would look into the topic for Councilmember Callaghan.

Councilmember Pearce added that the Public Works committee would like future communication between Waste Management and citizens to be improved.

Councilmember McGill asked if Waste Management has a current franchise with the city. Finance Director David Hammond replied that rather than a franchise, Waste Management has a contract with the city.

Councilmember Williams stated her concern with Waste Management's abilities to communicate with the citizens of Stanwood. She believes that the burden of educating citizens about what product a company will accept falls on Waste Management rather than the City of Stanwood. In reference to the public works committee meeting on December 3, 2018, Councilmember Williams commented that the Waste Management representative present at the committee meeting was unable to answer many questions asked by the committee. Councilmember Williams is concerned about how Waste Management will be able to tell who is giving contaminated recyclables and who is not. Councilmember Williams added that during the public works meeting on December 3, 2018, the Waste Management representative was unable to tell committee members what items are recyclable and what items are not.

Stanwood City Council Meeting Minutes – December 13, 2018

Finance Director David Hammond commented on how Waste Management would tell who is providing contaminated recyclables.

Councilmember Johnson stated that in concern to garbage we all live downstream. He added that there is a constantly changing definition of what is recyclable and what is not. Councilmember Johnson continued that we must all take the responsibility to update and educate ourselves about what is recyclable and what is not.

Councilmember Sather suggested staff communicate with Waste Management after the signature of this letter of understanding to ask that Waste Management notify the citizens of Stanwood when they change what their definition of what is recyclable and what is not.

Councilmember Johnson added that there was pushback on first class mailers being sent every time the definition of what is recyclable changes, but that if there are changes in what Waste Management is accepting that information should be relayed in as many ways as possible.

Councilmember Pearce added that he agrees with Councilmember Williams in that Waste Management needs to be clear about what is recyclable and what is not. Councilmember Pearce referenced the Public Works Committee meeting on December 3, 2018 stating that there were everyday items at the meeting that the Waste Management representative could not definitively say were recyclable or not.

Motion by Councilmember Sather, second by Councilmember Johnson, to authorize the Mayor to sign the letter of understanding to amend the City's waste management contract. Johnson – yes, White – yes, Callaghan – yes, Pearce – yes, Sather – yes, McGill – yes, Williams – yes. Motion carried unanimously.

- e. Resolution 2018-23 Establishing 2018/2019 Comprehensive Plan Docket

Item 8e was moved to item 9a.

- f. Authorize the Mayor to accept Transportation Improvement Board Grant

Public Works Director Kevin Hushagen presented a transportation improvement board grant to city council for acceptance.

Motion by Councilmember Sather, second by Councilmember McGill, to authorize the Mayor to sign an agreement with the Washington State Transportation Improvement Board to accept grant funding for the 102nd Avenue overlay project. Motion carried unanimously.

- g. Authorize the Mayor to sign Easements with SERJ Developments Stanwood, LLC

Public Works Director Kevin Hushagen presented easements with SERJ Developments to city council for approval.

Councilmember McGill clarified with City Attorney Grant Weed and Public Works Director Kevin Hushagen that this easement did not have any extra terms or conditions.

Stanwood City Council Meeting Minutes – December 13, 2018

Motion by Councilmember Sather, second by Councilmember McGill, to authorize the Mayor to sign a permanent easement and temporary construction easement for a future lift station. Motion carried unanimously.

- h. Adopt Resolution 2018-22 to appoint Councilmember Williams and Councilmember Johnson to the North County Regional Fire Authority Board of Commissioners

Motion by Councilmember Sather, second by Councilmember Pearce, adopt of Resolution 2018-22 found on page 8-43 of the packet, which specifically includes the appointment of City Councilmember Judy Williams to position number two for the Regional Fire Authority, and also Councilmember Johnson to position number three of the Regional Fire Authority.

9. Public Hearing

- a. To Hear Public Testimony Regarding Resolution 2018-23 Establishing 2018/2019 Comprehensive Plan Docket

Community Development Director Patricia Love presented Resolution 2018-23 to city council. Mrs. Love explained that a docket item is a request to consider changes per the docket request.

Community Development Director Patricia Love explained that citizen Cathy Wooten was unable to attend the council meeting and has given written comment in support of the proposed docket request.

Mayor Leonard Kelley opened the public hearing to hear public testimony regarding Resolution 2018-23.

Steve Shepro – 8611 280th Street NW

Mr. Shepro explained that the TN zone was originally intended to create neighborhoods with a mix of commercial and residential uses. However this zoning has led to two of the city's TN zones being developed with higher density housing but without the adjacent amenities intended with the zone. TN zones currently being developed in the city are being planned with urban village type housing but are located in the middle of a semi-rural setting. The Cedarhome area for example can be described as being on the city's urban fringe. Shepro's belief is that three of the five TN zones are inappropriately zoned and would be better served for single family homes. Multifamily development needs to be focused in the areas already well serviced by public transportation, retail, and commercial businesses.

Motion by Councilmember Sather, second by Councilmember McGill, to approve Resolution 2018-23 placing the Shepro Docket request on the 2018/2019 final docket list and direct staff to add the Shepro Docket item to the 2019 planning commission work plan. Motion carried unanimously.

Councilmember Callaghan stated she originally liked the TN zone when it was first approved but it has since become a Frankenstein and a discussion to find a remedy would be appropriate.

10. Reports of Officers and Committees

Stanwood City Council Meeting Minutes – December 13, 2018

a. Mayor's Report

Mayor Leonard Kelley announced that the city will be awarding tourism grants totaling \$5,500 to Art by the Bay, Twin City Idlers, Summer Arts Jam, CAA Artist Studio Tour, and the Stanwood Area Historical Society Snow Goose Festival. He also thought that the city's tree lighting event has been a great success. The Mayor and City Administrator Jennifer Olson joined the fire department on their Santa Run and collected donations for the Stanwood Camano Food Bank. Fire Chief John Cermak added that they collected about 1,200 pounds of food for the Stanwood Camano Food Bank that night. The Mayor also thanked council and staff for their good work.

b. City Administrator's Report

City Administrator Jennifer Olson added to the Mayor's announcement on the fire department's Santa Run, stating that the fire department will be conducting another run on December 18, 2018. City Administrator Jennifer Olson also reminded council that they have received their council committee selection forms and gave instruction on how to submit them. She also announced that there is an AWC scholarship available and information about the scholarship can be found on the city's website. The Northwest Innovation Resource Center has created a lab in Everett for entrepreneurs to test out an idea and start a business to see if it works before moving to a physical site. FEMA flood insurance information has also been posted on the city website to make information about flooding more available. The preparations for the point in time count for citizens in a homeless situation will also be taking place in Stanwood on January 23, 2019 and in Camano Island on January 24, 2019.

c. Councilmember Reports and Questions

Councilmember Pearce added to the Mayor's comments about the city's tree lighting saying that it was the best he has ever been to and that he noticed the community had been shopping locally.

Councilmember White added her dishwasher broke and she purchased a new dishwasher through Hometown Appliance in Stanwood. She was very pleased with her experience and stated the people that work there have been happy with the community choosing to shop locally and support their business.

Councilmember Johnson thanked Public Works for their great work getting grants and easements for the city.

Councilmember Williams commented that the Stanwood Chamber has been working diligently to help promote business to take place in Stanwood, helping businesses to come and stay in Stanwood.

10. Citizen Closing Comments

Tim Schmitt – 27308 101st Avenue

Mr. Schmitt restated his disapproval of conducting first reading, second reading, and final adoption of an ordinance in one meeting. He also thanked the city for organizing food bank donations this year.

11. Adjourn To Executive Session for Property Acquisition [RCW 42.30.110(c)]

Stanwood City Council Meeting Minutes – December 13, 2018

City Attorney Grant Weed added that there is the intent to add a second item for the executive session to discuss litigation with the potential of action to follow when city council reconvenes. Mr. Weed requested a motion to add a second item to the executive session.

Motion by Councilmember Sather to add a second item to the executive session. Motion carried unanimously.

City council adjourned to executive session for fifteen minutes to discuss property acquisition at 8:07 p.m.

12. Reconvene and Adjourn

City council reconvened from executive session at 8:22 p.m.

Motion by Councilmember Sather, second by Councilmember McGill, to authorize the Mayor to sign a possession and use agreement as discussed in executive session subject to the approval of the City Attorney. Motion carried unanimously.

Mayor Kelley adjourned the meeting at 8:23 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Tania Hawes, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: January 10, 2019

SUBJECT: Contract extension with Ian Gleadle for On-Call Photography Services

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Professional Services Agreement Extension
B – 2018 Professional Services Agreement

ISSUE

The issue in front of the city council is to authorize the Mayor to sign a professional services agreement extension (Attachment A) with Ian Gleadle not to exceed \$1,500 for professional photography services including photos of new councilmembers and city events for the city's website.

SUMMARY STATEMENT

Since 2013 the city has retained the services of local professional photographer, Ian Gleadle to take portraits of the Mayor, council and management team for the city's website. A new contract was entered into on January 11, 2018 for on-call professional services with Ian Gleadle to provide portrait services as needed and to capture images of iconic Stanwood events for the city's website and print media. That contract expired on December 31, 2018. Staff is recommending the contract be renewed for one additional year.

DISCUSSION

Mr. Gleadle has provided photography services for Stanwood/Camano events including Poker and Pumpkins for the Community Resource Center; Camano Island Chili and Chowder Cook-off; Stanwood Rotary Auction, and the Camano Center Auction. City staff recommends continuing to contract with photographer Ian Gleadle, one of the area's most recognized professional photographers.

FISCAL IMPACT

The proposed on-call professional services contract is not to exceed \$1,500. Mr. Gleadle charges \$75 an hour for an onsite shoot and then \$25 per touched up and cropped image with unlimited license for print and web usage. For 20+ images the price drops to \$15 per image.

Mr. Gleadle also provides event photography where he charges \$125 an hour and will provide the city with all images untouched up on CD within 5 business days.

OPTIONS

1. Authorize the Mayor to sign an extension to existing on-call professional services agreement with Ian Gleadle not to exceed \$1,500 for professional photography services.

This alternative indicates the city council supports hiring a professional photographer to take photos of new council members and city events for the city's website and print media.

2. Do not authorize the Mayor to sign an extension to professional services agreement with Ian Gleadle and direct staff to areas of concern. This alternative implies the city council has questions or concerns regarding the proposed contract for professional photography services. The city council should provide direction to staff on how to proceed with acquiring photos for the city's website and print media.
3. Direct staff to make changes to the scope of work and/or cost estimate provided in Attachment A. This alternative indicates the city council has questions or concerns regarding the proposed scope of work or cost estimate that should be resolved before moving forward.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NO. 1 WITH PHOTO BY IAN GLEADLE TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT TO DECEMBER 31, 2019.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STANWOOD
AND IAN GLEADLE
FOR CONSULTANT SERVICES**

This Supplemental Agreement is made and entered into on the 10th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and Photo By Ian Gleadle, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into Agreement No. 2018-02 for on-call photography services, said Agreement being dated January 11, 2018; and

WHEREAS, both parties desire to extend the term of said Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated January 11, 2018, shall remain in full force and effect, except as modified in the following sections:

Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement from January 1, 2019 to terminate at midnight December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF STANWOOD

PHOTO BY IAN GLEADLE

By: _____
Leonard Kelley, Mayor

By: _____
Ian Gleadle, Owner

ATTEST/AUTHENTICATED:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON
AND PHOTO BY IAN GLEADLE
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 Photo by Ian Gleadle, a Washington Sole Proprietorship ("Consultant").

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

ARTICLE I. PURPOSE

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 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 January 11, 2018 and shall terminate at midnight, December 31, 2018. 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)*

_____ 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. \$1,000,000 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. \$1,000,000 per claim and \$1,000,000 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.

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 ____:

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 **\$1,500** 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. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. 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.

a. 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.

b. 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 to the City shall be sent to the following address:

**Mayor
City of Stanwood
10220 270th ST NW
Stanwood, WA 98292**

Notices to the Consultant shall be sent to the following address:

**Ian Gleadle
Photo By Ian Gleadle
69 N Sunset Drive
Camano Island, WA 98282
(360) 926-8041**

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 11TH day of January, 2018.

CITY OF STANWOOD

By

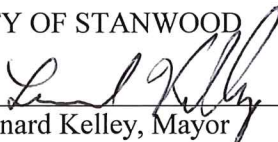
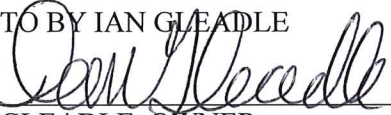

Leonard Kelley, Mayor

PHOTO BY IAN GLEADLE

By


IAN GLEADLE, OWNER

Approved as to form:

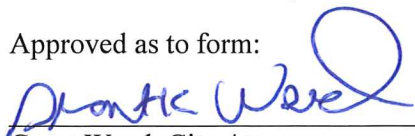

Grant Weed, City Attorney

EXHIBIT A
SCOPE OF WORK

Provide professional photography including indoor/outdoor, nature, scenic, travel, architecture, people, sports, event, etc. Photographs will be used in various media including website, social media, and publications.

The City will provide a detailed scope of work for assigned photography projects.

On-Site Shoot

\$75 an hour for on-site shoot and then \$25 per touched up and cropped image to the city with unlimited license for print and web usage.

20 or more images at \$15 per image.

All images on CD within 5 business days.

Event Photography

Event photography for \$125 an hour and all images untouched on CD within 5 business days.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d

DATE: January 10, 2018

SUBJECT: Snohomish County Health Board Appointment

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Board of Health Appointment Letter
B – Snohomish Health Board Letter

ISSUE

Should Council authorize the mayor to sign a letter (Attachment A) designating Town of Darrington Mayor Dan Rankin to serve as the city's representative to the Snohomish County Board of Health for 2019?

SUMMARY STATEMENT

Each year, cities within the Snohomish Health District are required to name a representative to the 15-member Health Board. The Health District is divided into 5 regions. Darrington, Granite Falls, Arlington, and Stanwood are in District 1.

Mayor Dan Rankin has served as the city's representative since 2016, and has expressed interest in representing the District 1 residents in 2019 as well.

Certifications must be made by the Mayor or City Manager of the appointing city in a letter to the Health District (Attachment A).

DISCUSSION

The Snohomish Health District was created in 1959 under Washington State Law (RCW 70.46) as the municipal corporation responsible for public health in Snohomish County.

The mission of the Health District is to improve the health of individuals, families, and communities through disease prevention, health promotion, and protection from environmental threats.

A 15-member Board of Health oversees the budget and policies of the Health District. All five Snohomish County Council members sit on the Board of Health, together with ten city council members or mayors representing the 20 incorporated cities and towns in

the county. Public meetings of the Board of Health are held monthly. The Snohomish Health District provides a wide range of programs and services that protect and promote the public health in many ways. The main focus of these programs and services is preventing injury and disease.

FISCAL IMPACT

Since the recommendation is to designate Darrington Mayor Dan Rankin, there is no fiscal impact to the City of Stanwood associated with the appointment. The city would have minor travel expenses if a City of Stanwood councilmember or Mayor Kelley were named to the Board.

OPTIONS

1. Designate Darrington Mayor Dan Rankin to serve as the City of Stanwood's representative to the Snohomish County Board of Health for the year 2018. This action indicates the city council supports Mayor Dan Rankin's nomination to represent the City of Stanwood and the other District 1 cities on the Snohomish County Board of Health.
2. Name another councilmember or mayor to serve as the City of Stanwood's representative to the Snohomish County Board of Health for 2018. The city council may want to nominate a mayor or different councilmember from a District 1 city to serve on the Board of Health in 2019. The city council may have a more qualified candidate in mind as the city's representative.
3. Do not designate Darrington Mayor Dan Rankin to serve as the City of Stanwood's representative to the Snohomish County Board of Health for the year 2019. Direct staff to areas of concern. The city council may want additional information about the nominating process or the candidate before making a final decision on the city's representative to the Board of Health.

RECOMMENDED MOTION

I MOVE TO CONFIRM THE MAYOR'S SIGNATURE ON A LETTER DESIGNATING DARRINGTON MAYOR DAN RANKIN AS THE CITY'S REPRESENTATIVE TO THE SNOHOMISH COUNTY BOARD OF HEALTH FOR 2019.



City of Stanwood

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-2181

January 10, 2019

Jeff Ketchel, Administrator
Snohomish Health District
3020 Rucker Avenue Suite 306
Everett, WA 98201

Re: Snohomish County Health Board District 1 Representative

Dear Administrator Ketchel,

The City of Stanwood hereby designates Town of Darrington Mayor Dan Rankin to serve as the City's representative to the Snohomish County Board of Health for the year 2019.

If you have any questions, please contact City Administrator Jennifer Olson at 360.629.2181.

Sincerely,

Mayor Leonard Kelley



Administration Division

December 12, 2018

The Honorable Leonard Kelley
City of Stanwood
10220 270th St. NW
Stanwood, WA 98292

Re: Annual Certification of Board of Health Representative

Dear Mayor Kelley:

At the December 11 Board of Health meeting, the Board passed Res. 18-26 (attached) amending language to the Snohomish Health District Charter regarding membership and city representation.

The amended language establishes a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns. It also implements a rotation amongst the cities in each County Council district on an annual or semi-annual basis. Res. 18-26 is effective January 1, 2019, and the appointment of the 2019 representative is the start of the rotation cycle.

Per the Health District Charter, the largest city within each Council district appoints a Board of Health representative in accordance with each city's procedure for making such appointments. Marysville is the largest city in District 1 and appoints its own representative.

For the remaining cities, the Charter now calls for the cities and towns in each Council district to select a single representative by majority vote of those cities. Stanwood shares its representation on the Board with the other cities and towns in District 1 – Arlington, Darrington, and Granite Falls. The current representative for your city is Darrington Mayor Dan Rankin, who remains eligible to serve. Mr. Rankin also serves on the Board's Public Health Program Policy Committee.

The Board sets local public health policy and oversees the operations of the Health District. In addition to attending monthly Board of Health meetings, Board members are asked to serve on one of three committees. These committees meet regularly and address topics such as budgeting, Board governance, and policy matters.

The first 2019 meeting of the Board will be on January 8. Certification must occur before representatives can assume their seat on the Board. It's our hope that Stanwood can complete its process before that meeting; however, if the Health District doesn't receive a majority of certification letters from your district by the January 8 meeting, the incumbent continues as a voting member of the Board until the certification process is complete in District 1.

Please mail your certification letter signed by you or your city manager to me at the address below or via email to icarl@snohd.org. Thank you for your assistance with this process, Mayor Kelley. If you have any questions, please call me at (425) 339-8781.

Sincerely,

Jefferson Ketchel, Administrator

Attach: Board of Health Res. 18-26

cc: Stanwood City Council



**SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH**

RESOLUTION NUMBER: 18-26

**RESOLUTION SUBJECT: AMENDING ARTICLE III OF THE CHARTER OF THE
SNOHOMISH HEALTH DISTRICT ADDRESSING BOARD OF
HEALTH MEMBERSHIP AND CITY REPRESENTATION**

WHEREAS, members of the Board of Health are selected to ensure geographic representation of the entire County, including one County Council member from each of the five County Council Districts, one city council member from the largest city in each of the five County Council Districts, and one elected representative selected from among the smaller cities and towns in each of the five County Council Districts; and

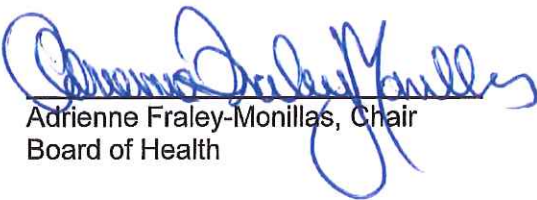
WHEREAS, smaller cities and towns in the county have not had a clear or consistent means of selecting a representative from each of the five County Council Districts that provides fair opportunities for representation; and

WHEREAS, the Board of Health desires to establish a more clearly defined process that includes fair and balanced representation and an opportunity for all smaller cities and towns to participate on the Board of Health;

NOW, THEREFORE, BE IT RESOLVED that the Board of Health for the Snohomish Health District does hereby amend Article III of its Charter as set forth in Exhibit A attached hereto relating to the Board of Health membership and establishing a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns in each of the five County Council Districts;

AND, BE IT FURTHER RESOLVED that this amendment takes effect January 1, 2019.

ADOPTED this 11th day of December 2018.



Adrienne Fraley-Monillas, Chair
Board of Health

ATTEST:



Jefferson S. Ketchel, MA, RS
Administrator

EXHIBIT A

ARTICLE III – MEMBERSHIP

1. Board Membership. The Board of Health shall be composed of a total of 15 members, with 3 members geographically from each of the 5 Snohomish County Council Districts.
 - (a) One Snohomish County Council member shall represent each of the 5 County Council Districts.
 - (b) The largest city within each of the 5 County Council Districts, as determined by the most recent official population numbers from the State of Washington, shall select one Board of Health representative from the city's council.
 - (c) The cities and towns within each of the 5 County Council Districts, other than the largest city, shall collectively select one Board of Health representative from among their elected mayors and Council members. Selection of the representative shall be in accordance with sections 3(b) below.
2. When any city has residents within more than one County Council District, that city shall be considered to belong to the Council District wherein the majority of the city's population resides.
3. Selection Procedure for City/Town Representatives/Certification
 - (a) The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.
 - (b) Cities and towns other than the largest within each County Council District jointly shall annually select a single representative by a ~~method of their choosing~~ majority vote of all cities and towns but excluding the largest city within the County Council District. In the event of a tie vote the Chair of the Board of Health shall cast the deciding vote by coin toss at a meeting that's open to the public. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District. Provided, however, in County Council Districts where there is more than one small city or town, no representative of a city or town shall serve more than two consecutive years unless, where applicable, a majority plus one of the cities and towns eligible to vote (a super majority) agree to such additional year or years of service. Where a super majority is not applicable, because of the number of small cities and towns in a County Council District, a unanimous vote shall be required to authorize more than two consecutive years. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum. Once a representative of an eligible city or town has served on the Board of Health the next selection of a representative shall be from a different city

or town within the County Council District until all cities and towns have had an opportunity to serve. Once all cities and towns within the Council District have had an opportunity for a representative of their city or town to serve, the order of selection from all cities and towns shall be repeated in the same order. If a city or town declines to offer an elected mayor or councilmember to serve on the Board of Health, a representative from another city or town shall be considered. No city or town shall have a representative appointed for subsequent terms to the Board of Health until all cities and towns within a County Council District have had an opportunity for a representative to serve.

- (c) Certification of representatives must occur before representatives can assume their seat on the Board of Health.

4. Terms of Office.

- (a) The term of office for Snohomish County Council members shall be that of each member's term of office on the County Council.
- (b) No specific term of office shall be established for representatives of any the largest city within a County Council district .The term of office for the smaller cities and towns in each County Council District shall be as set forth in section 3(b) above. Such representatives to the Board of Health shall serve pursuant to appointments made by their respective cities and towns, and annual certification by the respective mayor(s) or city manager(s).
- (c) Membership on the Board of Health of an individual shall continue until the date on which the successor to the seat has been appointed or has assumed elected office and, in the case of representatives from cities and towns, certification as described in 3. above has been received by the Health District; PROVIDED, that should a member no longer hold the public office which qualifies such person for membership, or should a member resign from the Board of Health, membership ceases with the effective date of leaving office or resignation. In such cases, a representative from the same city or town from which the position on the Board of Health was vacated shall be appointed by that city or town for fill the remainder of the term on the Board of Health. If no representative from the same city or town offers to serve, the cities and towns shall by majority vote select a representative from another city or town. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum.
- (d) Execution of an Oath of Office is required of each member of the Board of Health at the beginning of the term of office.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7e

DATE: January 10, 2019

SUBJECT: Supplemental Agreement No. 1 to QCC Contract 2018-54
for the WWTP SCADA Upgrade

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Supplemental Agreement No. 1
B—Sole Source Documentation

ISSUE

The issue for council consideration is to authorize the Mayor to sign Supplemental Agreement No.1 to contract 2018-54 with Quality Controls Corporation (QCC) to expand the scope of services to include the purchase of software for the Supervisory Control and Data Acquisition (SCADA) for the Waste Water Treatment Plant.

SUMMARY STATEMENT

On October 11, 2018, City Council authorized a contract with QCC for engineering and programming services to upgrade the WWTP SCADA system. Staff planned to purchase required hardware and software from existing state contracts, however staff subsequently learned that the software has only one authorized distributor in our region. The software includes separate licenses from four vendors who have “trusted partner” relationships, which means they have confirmed current compatibility and committed to remain compatible in the future.

DISCUSSION/BACKGROUND

In 2017, the City determined that an upgrade to its existing SCADA system was necessary for critical WWTP operations. The existing, outdated system puts the City at severe risk of plant monitoring failure.

The City hired Tetra Tech, in 2017, to conduct a SCADA gap and alternatives analysis as there are multiple systems that exist that can perform system monitoring. After reviewing alternatives, staff determined that an upgrade, rather than a completely new system, made the most sense as the WWTP staff would be familiar with the current brand and have a short learning curve to understand upgrade changes. Under the on-

call agreement with Tetra Tech, city staff issued a task order for them to provide the engineering and programming services for the upgraded SCADA. Their firm underwent staffing changes at the same time which left them without the proper staff to undertake our SCADA project, so city staff used the MRSC Roster and determined that Quality Controls Corporation (QCC) had the best qualifications.

QCC provided two cost proposals to accomplish this upgrade. One was for engineering and programming services and the other was to supply the necessary hardware and software. After discussing with legal counsel, it was decided that the hardware and software portion of the upgrade would be competitively procured separately and a contract with QCC was authorized for only the engineering and programming at an amount of \$73,520 plus any applicable taxes.

The hardware and software portion was then sent to vendors on the state contract list. Two vendors responded indicating they could not provide all the necessary software as it was a proprietary issue with the existing software provider. North Coast Electric is the sole source authorized provider in our region of the Rockwell products specified. QCC is an authorized distributor of the product and thus able to provide the non-available components to complete the upgrade. The Rockwell Software cost is \$33,539 + tax if purchased directly by the city from North Coast Electric. Because QCC is able to purchase three required additional licenses (they may only be sold to authorized resellers) staff recommends this contract amendment authorizing QCC to procure the entire software package. The three additional licenses cost is \$18,253 + tax. The following table summarizes the software included in the contract amendment:

- a. Qty 1 x Allen Bradley FTView SE Server, 100 Display W/RSlinx ESD, 9701-VWSS100LENE
- b. Qty 3 x Allen Bradley FTView Client Site Edition ESD, 9701-VWSCWAENE
- c. Qty 1 x Allen Bradley FTView Studio SE, Ent EN ESD, 9701-VWSTENE
- d. Qty 1 x Allen Bradley FTView Historian, 1000 Tag, 9518-HSE1K
- e. Qty 1 x Kepware Modbus Suite Perpetual License
- f. Qty 1 x Dream Reports 500tag license
- g. Qty 1 x Win911 Standard to Interactive license upgrade.

FINANCIAL IMPACT

The cost for the engineering and programming is not to exceed \$73,520.00 + tax. The additional cost for the software and licenses is \$51,792 + tax. The City budgeted in the sewer construction fund \$225,000 for SCADA upgrades in 2019.

Engineering and programming	\$ 73,520 + tax
Sole source Rockwell software	\$ 33,539 + tax
Partner Licenses	\$ 18,253 + tax
Total	\$125,312 + tax

COMMITTEE RECOMMENDATIONS

The Public Works Committee discussed this issue on December 3, 2018 and again on January 7, 2019. Their recommendation to staff was to finalize all necessary purchasing questions (sole source) and allow Council to authorize the Mayor to sign a Supplemental Agreement No. 1 to contract 2018-54 with QCC.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to amend the agreement with Quality Controls Corporation (QCC).
2. Do not authorize the Mayor to amend the agreement with Quality Controls Corporation (QCC) and direct staff to areas of concern.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT 2018-54 WITH QCC TO EXPAND THE SCOPE OF SERVICES TO INCLUDE THE PURCHASE OF EQUIPMENT FOR THE SCADA EQUIPMENT FOR THE WASTEWATER TREATMENT PLANT, A TOTAL NOT TO EXCEED OF \$125,312+ TAX.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2018-54
FOR
CITY OF STANWOOD**

This Supplemental Agreement No. 1 is made and entered into on the **10th day of January, 2019**, between the CITY OF STANWOOD, hereinafter called the "City" and QUALITY CONTROLS CORPORATION, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for consultant services regarding engineering and programming services for the WWTP SCADA computer upgrade, hereinafter called the "Project," said Agreement being dated October 11th, 2018; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to include the purchase of equipment for the SCADA upgrade and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated October 11, 2018, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), and the second sentence is amended to include the additional Consultant fee of **\$ 51,792** and shall read as follows: "In no event shall the compensation paid to Consultant under the Agreement **exceed \$125,312+ tax.**"

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$ 73,520
Supplemental Agreement No.1	\$ 51,792
Grand Total	\$125,312 + tax

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF STANWOOD

QUALITY CONTROL CORPORATION

By: _____
Leonard Kelley, Mayor

By: _____
James Cross, Vice President

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

City Attorney



5015 208th. St. S.W. Suite 1-B
Lynnwood, Washington 98036
Phone (425) 778-8280
Fax (425) 778-4541

Quotation

December 13, 2018 Quote Number: Q3291C.

To: City of Stanwood
Shawn Smith, City Engineer

Project: SOFTWARE PRICING for Stanwood WWTP SCADA Computer Upgrades,
Engineering & Programming Services.

Reference: Wastewater SCADA Master Plan "October 2017"

Revision Date: 12/13/18- Software pricing.

Terms: Net 30
FOB: Lynnwood, WA
Freight: Prepaid and allowed

This quote is valid for 60 days.

QCC is pleased to provide quotation for the above referenced project. Quality Controls Corp. (QCC) provides services and materials, FOB Lynnwood, WA. QCC provides the programming, configuration, and software development services complete, including delivery, installation, and commissioning of the new SCADA computers for the Stanwood WWTP SCADA systems. QCC's quoted price does not include tax or the cost to bond this project.

Please call me with any technical questions or me if you have any questions concerning the pricing on this quotation.

Sincerely,
James Cross

5015 – 208th Street S.W. Unit 1B Lynnwood, Washington 98036
Phone: 425.778.8280 Fax: 425.778.4541
Email: JamesC@QCCHome.com

Pricing

Item 1 - WWTP SCADA Software:

A. SCADA Software as listed Below	\$	51,792.00
Sales Tax (9.1%):		4,713.07
Total Price for Item 1:	\$	56,505.07

Clarifications and Exclusions

1. QCC provides software licenses and listed under Item 1 only. All installation, programming, and configuration services are provided under a separate quotation.
2. QCC quotation includes the supply of software licenses only. QCC price includes the first 1-year of product licensing support costs.
3. QCC does **NOT** provide the following unless specifically included in our bill of material:
 - Pipe, tubing, valves or fittings between the instrument and the process.
 - Conduit, wire or cable not integral to instrument or control panels supplied by QCC.
 - Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
 - Labor to install the equipment.
 - The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
 - Any material or services not in our quoted sections.

Scope of Work

Item #1- QCC provides the following software:

1. SCADA Software Licenses:
 - a. Qty 1 x Allen Bradley FTVIEW SE Server, 100 Display W/RSLink ESD, 9701-VWSS100LENE
 - b. Qty 3 x Allen Bradley FTVIEW Client Site Edition ESD, 9701-VWSCWAENE
 - c. Qty 1 x Allen Bradley FTVIEW Studio SE, Ent EN ESD, 9701-VWSTENE
 - d. Qty 1 x Allen Bradley FTVIEW Historian, 1000 Tag, 9518-HSE1K
 - e. Qty 1 x Kepware Modbus Suite Perpetual License
 - f. Qty 1 x Dream Reports 500tag license
 - g. Qty 1 x Win911 Standard to Interactive license upgrade.



CITY OF STANWOOD

Public Works

10220 270th St. NW, Stanwood, WA 98292

MEMORANDUM TO FILE

January 7, 2018

Subject: Sole Source Procurement of SCADA Software

The City determined that an upgrade to its existing SCADA system was necessary for critical WWTP operations. The current system is extremely outdated and puts the City at severe risk of plant monitoring failure. The City worked with and followed guidance through an analysis/study completed by TetraTech to upgrade to a newer version of the RSView product currently in use. The City selected, through competitive bid process, QCC to integrate the system updates based on their knowledge, expertise and experience. QCC assembled a list of all hardware and software required for the upgrade, and the city solicited bids; however responders indicated that they could not provide all of the software according to city specifications. Specifically, the updated version of Rockwell Automation/Allen-Bradley products are only available through North Coast Electric. See attachment one for letter from Rockwell confirming they have one authorized distributor serving the Stanwood area. Staff obtained a quote from North Coast Electric of \$33,538.28, which is \$183 less than the price quoted from the city's integrator, QCC.

In addition to the Rockwell/Allen Bradley products, the integrator requires purchase of three additional software licenses from Rockwell's Trusted Partners, which must be integrated with the Rockwell system, Kepware Modbus Suite, Dream Reports and Win911. These industrial connectivity software products have been tested and confirmed for compatibility to obtain the trusted partner status. The city has hired QCC to integrate this SCADA system and it presents the least risk of system failure/incompatibility by contracting with QCC to acquire the package of software licenses together, rather than contracting with other authorized software resellers to acquire separately. The total sole source cost for this software package is \$51,792 for the following software licenses:

- a. Qty 1 x Allen Bradley FTView SE Server, 100 Display W/RSLink ESD, 9701-VWSS100LENE
- b. Qty 3 x Allen Bradley FTView Client Site Edition ESD, 9701-VWSCWAENE
- c. Qty 1 x Allen Bradley FTView Studio SE, Ent EN ESD, 9701-VWSTENE
- d. Qty 1 x Allen Bradley FTView Historian, 1000 Tag, 9518-HSE1K
- e. Qty 1 x Kepware Modbus Suite Perpetual License
- f. Qty 1 x Dream Reports 500tag license
- g. Qty 1 x Win911 Standard to Interactive license upgrade.

ATTACHMENT 1

Rockwell Automation
Seattle Sales Office
15365 SE 30th Place
Suite 150
Bellevue, WA 98007
(425) 519-5100
www.rockwellautomation.com

**Rockwell
Automation**

December 20, 2018

QCC
ATTN: James Cross

Dear Mr. Cross:

This is to confirm that North Coast Electric currently is the appointed Allen-Bradley distributor authorized to sell Allen-Bradley [Standard Controls, Drives, PLC/MMI and Rockwell Software] products, along with related services, in the geographic area in which your Stanwood WA facility is located.

As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

Should you have any further questions, please do not hesitate to contact North Coast Electric's Industrial Sales Manager Chuck Hendricks at 206-436-4444 or myself at 425-280-4680 or our local Rockwell Automation sales office at (425) 519-5100.

Respectfully,

Jason Davis

Rockwell Automation
Channel Sales Team Lead

cc: North Coast Electric



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a
DATE: January 10, 2019
SUBJECT: Selection of Mayor Pro Tempore
CONTACT PERSON: Tania Hawes, Deputy Clerk
ATTACHMENTS: A - Council Rules of Procedure Rule 7

ISSUE

The City Council Rules of Procedure (Attachment A) require councilmembers to choose a mayor pro tempore to serve for the year.

SUMMARY STATEMENT

At the first meeting of the City Council in the new year (2019), as required by the City Council Rules of Procedure, councilmembers must choose a member to serve as mayor pro tempore for the year.

DISCUSSION

The mayor pro tempore serves in the absence or temporary disability of the mayor. The "term" of the pro tempore appointment, according to the City Council Rules of Procedure is one year, and the mayor pro tempore must be chosen at the first meeting of the year. The councilmember serving as mayor pro tempore will continue to have all of the rights, privileges, and immunities of a member of the council.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

Council must choose a member to serve as mayor pro tempore at their first meeting in 2019.

RECOMMENDED MOTION

**I MOVE TO APPOINT COUNCILMEMBER _____ AS MAYOR PRO
TEMPORE TO SERVE A ONE YEAR TERM IN 2019.**

ATTACHMENT A

ELECTION OF MAYOR PRO TEMPORE

Rule 7. Annually, at the first meeting of the City Council, the members thereof shall choose a member from among their number who shall have the title of Mayor Pro Tempore. In addition to the powers conferred upon him/her as Mayor Pro Tempore, he/she shall continue to have all the rights, privileges and immunities of a member of the Council. If a vacancy occurs in the office of Mayor Pro Tempore, the members of the council at their next regular meeting should select a Mayor Pro Tempore from among their number for the unexpired term.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: January 10, 2019

SUBJECT: Select Council Committees

CONTACT PERSON: David A. Hammond, City Clerk

ATTACHMENTS: A – Proposed 2019 Council Committees

ISSUE

Council needs to approve membership of the council committees for 2019.

SUMMARY STATEMENT

There are four Council Standing Committees:

- 1) Community Development/Economic Development
- 2) Finance/Personnel
- 3) Public Safety
- 4) Public Works/Parks

Committee membership is an annual term which expires at the first council meeting of the new year - January 10, 2019. Council must choose committee members to serve on the 2019 standing committees for an annual term. Per Council's Rules of Procedure, each councilmember ranks his committee membership choices on a ranking sheet and submits that to the mayor pro tempore. The nominating committee consists of the mayor, mayor pro tempore, and the longest serving councilmember. These three choose committee membership based on the ranking sheets and present their selection to council for approval. Committee members can choose to continue meeting on the currently scheduled dates and times as in the past, or can change the meeting dates or times if there is a conflict.

DISCUSSION

The nominating committee, consisting of Mayor Kelley, Mayor Pro Tempore White, and Councilmember Sather have chosen committee membership based on the ranking sheets submitted by each councilmember. Council must review the selection and vote whether or not to approve membership as submitted by the nominating committee.

Council can choose to meet at the currently scheduled dates, locations, and times, or council can change the schedule. The current dates, locations, and times of the committees meet are:

- Community Development Committee meets prior to the first council meeting of the month at 6:00 p.m. at the Stanwood Camano School District Admin Building Board Room.
- Finance Committee meets prior to the second council meeting of the month at 6:00 p.m. at the Stanwood Camano School District Admin Building Board Room.
- Public Safety Committee meets prior to the second council meeting of the month at 6:00 p.m. at the Stanwood Camano School District Admin Building Board Room.
- Public Works/Parks Committee meets the first Monday of the month at 5:15 p.m. at the Wastewater Treatment Plant.
 - Note time change from 5:00 p.m. to 5:15 p.m.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

- 1) Council can approve committee membership selections as submitted by the nominating committee or council can discuss committee membership selections and make changes prior to approval.
- 2) Council Committees can meet at the currently scheduled, dates, times, and locations or Council can discuss the meeting schedules and make changes.

RECOMMENDED MOTION

I MOVE TO APPROVE COUNCIL STANDING COMMITTEE MEMBERSHIPS AS SUBMITTED BY THE NOMINATING COMMITTEE.

**City of Stanwood
2019
CITY COUNCIL COMMITTEES**



Community Development/Economic Development***

Elizabeth Callaghan
Rob Johnson
Dianne White
Judy Williams, Alternate

Schedule: Meets prior to the 1st council meeting of the month at 6:00 pm***

Finance/Personnel***

Dianne White
Larry Sather
Kelly McGill
Judy Williams, Alternate

Schedule: Meets prior to the 2nd council meeting of the month at 6:00 pm***

Public Safety***

Tim Pearce
Larry Sather
Elizabeth Callaghan
Dianne White, Alternate

Schedule: Meets prior to the 2nd Council meeting of the month at 6:00 pm***

Public Works/Parks**

Rob Johnson
Judy Williams
Tim Pearce
Kelly McGill, Alternate

Schedule: Meets the 1st Monday of the month at 5:15 pm**

***If you are unable to attend your meeting:**

1. Contact the Committee Chair *as soon as possible*.
2. The Committee Chair will notify the assigned alternate and appropriate City Hall staff.

****Meets at Stanwood Wastewater Treatment Plant, Stanwood.**

*****Meets at the Stanwood Camano School District Administration Board Room,
26920 Pioneer Hwy in Stanwood.**



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c
DATE: January 10, 2019
SUBJECT: Set Council Calendar
CONTACT PERSON: David A. Hammond, City Clerk
ATTACHMENTS: A – Rules of Procedure-Meetings
B – Proposed Council Calendar

ISSUE

Should council approve the proposed 2019 Council Calendar as prepared by staff?

SUMMARY STATEMENT

Council's Rules of Procedure (Attachment A) Rule 2 states that the Stanwood City Council shall hold regular meetings on the second and fourth Thursday of each month. The 2019 calendar prepared for council approval includes setting two special meetings, moving a meeting that falls on a holiday, and canceling two meetings.

DISCUSSION

There are two special meetings in 2019:

- February 7, 2019

The first special meeting will be a general meeting to discuss the 2019-2020 workplan.

- October 17, 2019

The second special meeting will be a general meeting to discuss progress on the 2019-2020 work plan, and will also include consideration of mid-biennial adjustment to the budget.

There is one planned joint meeting in 2019:

- Planning Commission

In past years council has held a joint meeting with the planning commission in the spring. The tentative date for this meeting is Thursday May 30, 2019 but council may choose a date that works for their schedule.

In past years, council has canceled the second meeting in August and the second meeting in December. These meetings fall on August 22, 2019 and December 26, 2019. The second meeting in November falls on Thanksgiving so Council's Rules of Procedure (Attachment A) allow the meeting to be moved to the previous Monday (November 25, 2019) as noted on the calendar.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

Council can agree to the meeting dates as set, change the dates, or choose not to meet.

RECOMMENDED MOTION

I MOVE TO SET SPECIAL MEETINGS AND APPROVE THE COUNCIL CALENDAR FOR 2019 AS PRESENTED BY STAFF.

ATTACHMENT A

COUNCIL MEETINGS

Rule 2. The regular meetings of the Stanwood City Council shall be held at 7:00 p.m. on the second and fourth Thursday of each month. When the date for any regular meeting of the City Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding Monday or the previous Monday, not a holiday (SMC 2.44.035).

Cancellations. During an open public meeting a majority of the Council may agree to cancel an upcoming regular meeting, special meeting, or workshop meeting. Also, if no items of business have been submitted to the City Clerk for deliberation at said upcoming meeting, the Mayor, Mayor pro tem and City Clerk may cancel the upcoming meeting, if all agree. In the case of such cancellation, payroll checks and vouchers will be approved at the next regular City Council meeting. (RCW 42.24.180/SMC 3.20.020)

ATTACHMENT B

Proposed Council Calendar 2019

<u>Subcommittee Meetings</u>	TBD after January 10 th
<u>Joint Meetings with P/C</u>	May 30, 2019 Tentative
<u>Council Special Meetings</u>	Thursday February 7 th Thursday October 17 th
<u>Council Meeting Changes</u>	Thursday, August 22 nd (cancel) Thursday, November 28 th (move to November 25 th) Thursday, December 26 th (cancel)



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d

DATE: January 10, 2019

SUBJECT: Resolution 2019-01 Adoption of Amended Salary and Benefits Schedule

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENT: A – Resolution 2019-01

ISSUE

Adoption of Resolution 2019-01 amending the City's 2019 pay and benefits schedule.

DISCUSSION

This resolution amends the approved salary and benefit schedule by revising the permit specialist position with a minor modification. In December, two employees resigned from the Community Development Department; the Associate Planner and the Building Official. While losing staff is always difficult, it also provides an opportunity to reevaluate operations. The current Permit Technician classification would be amended to include entry level planner duties. The Associate Planner position would remain vacant and instead an Administrative Assistant position would be filled. The specific duties affected are described below in Table One.

During 2019, the city will be conducting an organization master planning effort to analyze our overall organizational structure and staffing needs to ensure alignment with current and desired levels of service delivery to the community, therefore, amendments to the proposed permit specialist/planner position will be on an interim basis until the organizational master planning effort is concluded. For more efficient operations and administrative support, the following position structure is proposed:

Building Services	Planning / City Hall Services	GIS Services
• Rehire the Building Official Position (currently being advertised). • Share a Building Inspector with Island County via an Interlocal Agreement.	• Amend the Permit Specialist job description to add minor Permit Technician review duties and retitle the position as Permit Specialist / Planner. • Do not fill the Associate Planner position. • Hire an Administrative Assistant with changes to the job description to include economic development support for the City Administrator and website/social media management.	• Contract out for GIS mapping services with Snohomish County until we develop a long term strategic plan for our mapping needs. This contract would be similar to our IT contract with Snohomish County.

Budget Impacts:

Using the most recent AWC Salary Survey (2017) staff conducted a comparison of job duties and salaries to those of the City to evaluate the budget impacts of the above proposed staffing changes. By category, the budget impacts are as follows:

Building Services:	Budget Analysis
Rehire Building Official	No Change
Building Inspector Services	The 2019 / 2020 budget include \$35,000 per year to augment plan review and building inspection services. An option under consideration is sharing a building inspector with Island County giving the City a half-time inspector for the next two years. This will provide additional coverage in the Building Division to cover the workload during vacations, sick leave time and out-of-office training time.
<i>Budget Impact:</i>	<i>None</i>

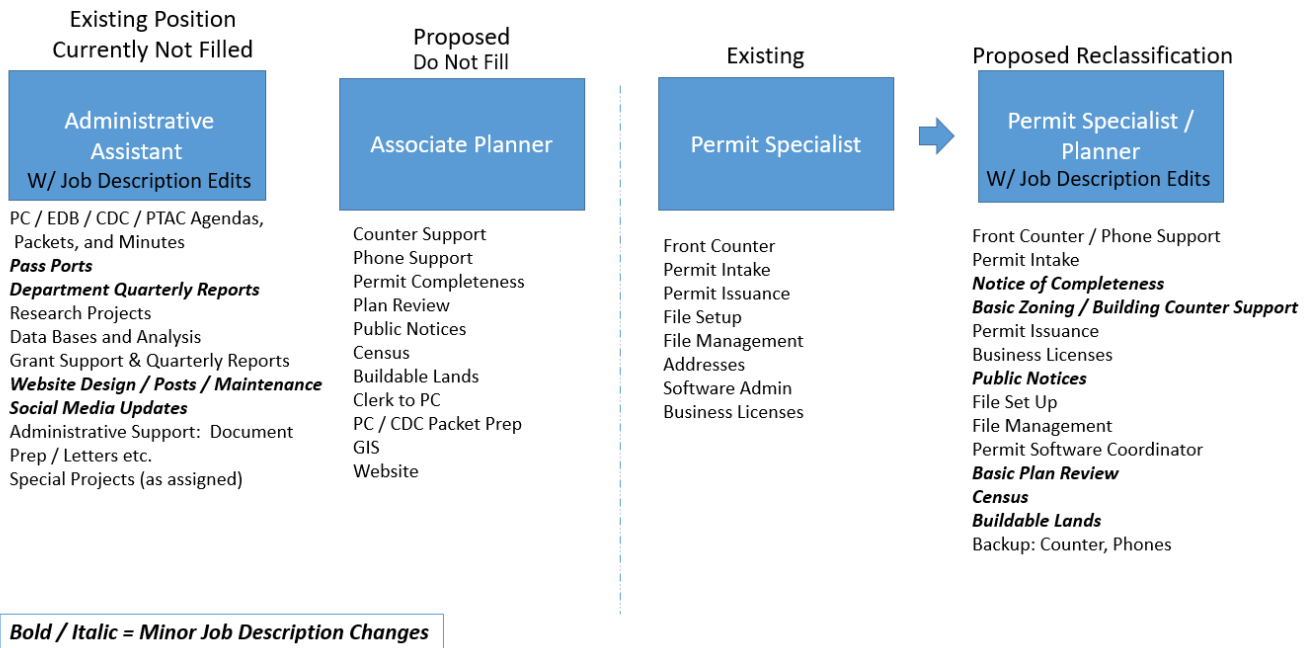
Community Development Services:	Budget Analysis
Do Not Refill the Associate Planner Position and Hire an Administrative Assistant	The Department is in need of administrative support to help with council and committee packets, minutes, website maintenance, social media, economic development support for the City Administrator and general office support. Staff is proposing to hire an administrative assistant using the current city job description with minor changes to duties and no change to salary range. Associate Planner Salary Range: \$4,958/mo. to \$5,776/mo. Administrative Assistant Salary: \$4,393/mo. to \$5,388/mo. Monthly Savings: \$565/mo. to \$388/mo.
Reclassify the Permit Specialist to Permit Specialist / Planner	Adding minor planning duties to the Permit Specialist job description will help fill the gap created by not filling the Associate Planner position. Additional duties would include: Permit intake and notices of completeness, plan review of single family permits, sign permits and tenant improvements. Permit Specialist Salary Range: \$4,152/mo. to \$5,093/mo. Permit Specialist/Planner Salary: \$4,012/mo. to \$5,360/mo. Monthly Saving/increase to range: \$140/mo. to -\$267/mo.
<i>Budget Impact:</i>	<i>None; the salary impacts between the two positions balances out at the top range with a slight savings of \$121/mo.</i>

GIS Services:	Budget Analysis
Contract GIS Services with Snohomish County	Staff is investigating the option to contract with Snohomish County for GIS services versus hiring one full-time staff members as an interim measure while the City prepares its GIS needs assessment. We would be charged an hourly rate of \$72 to \$90/hour based on the complexity of the project. Work could be as simple as using our existing data to prepare a map to complex data management. In the short term an Interlocal Agreement with the County will cover the technical gap left by losing the Associate Planner position and give the City time to fully evaluate its GIS needs. In the long term, the City will need to evaluate if contracting covers the goal of providing a user friendly interactive mapping system.
<i>Budget Impact:</i>	<i>Approximately \$20,000 to \$25,000 allocated to multiple funds, based on 200 – 250 hours for two-three projects in 2019.</i>

TABLE ONE—Revised Job Duty Summary:

Stanwood Planning Department - Proposed Staff Reorganization

GIS = Contract with Snohomish County



RECOMMENDATION

Recommend approval of Resolution 2019-01 amending the City's pay and benefits schedule for city employees for 2019.

FINANCIAL IMPACT

The financial impacts are summarized above.

COMMITTEE CONSIDERATION

At their regular meeting on Dec. 10th, 2018, the Finance/Personnel Committee discussed and approved this proposed change to the salary and benefit schedule. Further, the committee supported the proposed sharing of a Building Inspector FTE with Island County on a term-limited basis (two to three years). The committee was also in support of working with Snohomish County to determine the extent that the City is able to contract for GIS services as the city determines the longer term need for GIS and the best means this can be provided.

The Community Development Committee also discussed this change at their Dec. 13, 2018 meeting and supported the hiring plan, with a request that staff research the cost and ability for the MRSC Small Cities GIS Consortium to support the cities' GIS needs.

CITY COUNCIL OPTIONS

- 1) Adopt Resolution 2019-01 formally amending the salary and benefit schedule for city employees effective January 10, 2019.
- 2) Do not adopt Resolution 2019-01 formally amending the salary and benefit schedule for city employees effective January 10, 2019.
- 3) Do not adopt Resolution 2019-01 formally amending the salary and benefit schedule for city employees effective January 10, 2019, and direct staff to address specific council concerns or provide additional information.

RECOMMENDED MOTION

I MOVE TO ADOPT RESOLUTION 2019-01 FORMALLY AMENDING THE SALARY AND BENEFIT SCHEDULE FOR CITY EMPLOYEES EFFECTIVE JANUARY 10, 2019.

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2019-01

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON
ESTABLISHING THE POSITION OF PERMIT SPECIALIST/PLANNER AND
ADOPTING AN AMENDED SALARY AND BENEFIT SCHEDULE FOR CITY
EMPLOYEES EFFECTIVE JANUARY 10, 2019.**

WHEREAS, it is necessary and appropriate to establish the salary and benefits schedule for employees and elected officials of the City of Stanwood by resolution of the city council; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to fix the compensation and working conditions of its officers and employees; and

WHEREAS, on November 21, 2016 the City Council approved an agreement by and between City of Stanwood and Teamsters Local Union No. 231 (representing the public works employees) for the period from January 1, 2017 through December 31, 2019; and

WHEREAS, on February 24, 2017 the City Council approved an agreement by and between City of Stanwood and Teamsters Local Union No. 231 (representing the administrative employees) for the period from January 1, 2017 through December 31, 2019; and

WHEREAS, on October 11, 2018 the City Council adopted Resolution 2018-20 establishing a salary and benefit schedule for city employees effective January 1, 2019; and

WHEREAS, after adoption of Resolution 2017-03 an Associate Planner resigned from city employment, and the Community Development Department Director has determined an effective means of accomplishing departmental workload, at least on an interim basis, is to fill the vacancy with an administrative assistant, and assign elements of the Associate Planner workload to the Permit Specialist,

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

Section 1: Establishing a New Position of Permit Specialist/Planner and Setting a Pay Range. The job description for the position is attached as Exhibit A.

That the monthly base compensation for the position of Permit Specialist/Planner is hereby established; Resolution 2018-20 is hereby amended to include the following represented position.

Position/Salary Range	Minimum	Maximum
Permit Specialist/Planner	\$4,012	\$5,360

Section 2: Except as provided herein all provisions of Resolution 2018-20 shall remain in full force and effect, unchanged.

ADOPTED by the city council and **APPROVED** by the Mayor this 10th day of January, 2019.

CITY OF STANWOOD

By _____
Leonard Kelley, Mayor

ATTEST:

By _____
David A. Hammond, City Clerk



CITY OF STANWOOD POSITION DESCRIPTION

EXHIBIT A

Title: Permit Specialist/Planner--Interim
Department: Community Development
FLSA Status: Non-Exempt
Union Status: Represented

Effective Date: January 10, 2019

Approved Mayor: _____

Approved Human Resources: _____

GENERAL PURPOSE

Performs technical and administrative duties that support Community Development Department functions. Accepts permit applications, calculates fees, and reviews them for completeness and errors. Accepts, reviews, and issues permits for simple permit applications. Answers questions about building and zoning codes and provides copies of plans, maps, and other documents to customers. May perform simple plan review.

SUPERVISION RECEIVED

Works under the direct supervision of the Community Development Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Acts as the initial point of contact for the community development department and back up to the front counter and phones as needed to ensure exceptional customer service to the public.

Acts as the permit software coordinator for the City.

Reviews applications for completeness and issues completeness notices.

Processes, receives, accepts, routes, and issues permits including building, land use, right-of-way and utility permits.

Reviews basic permits for compliance with adopted zoning codes and development standards. Basic permit review includes but is not limited to: single family residential permits, sign permits, right-of-way and utility permits.

Assists the public, home owners, builders, contractors and city staff with the permit application process.

Provides customers with information regarding permit requirements, basic zoning information, costs and the application process.



CITY OF STANWOOD POSITION DESCRIPTION

Responds to inquiries from owners, contractors, developers and the public concerning building codes and permit regulations.

Develops and maintains permit forms and procedures.

Collects and calculates fees related to permits.

Sets up permit files and maintains extensive filing system and permit records.

Maintains accurate and up-to-date information on permits in electronic database.

Enters data information, maintains, and issues permits from computerized permit tracking system and maintains permit log.

Schedules appointments and general information/pre-application meetings.

Schedules and clerks public hearings in front of Hearing Examiner.

Schedules, attends, and prepares minutes for pre-application meetings and other building and development-related meetings.

Coordinates permit reviews among various staff and external agencies.

Coordinates mailing, advertising and posting of public notices for land use applications, including hearing notices, notices of applications, SEPA's, etc.

Coordinates code complaints and assists code enforcement officer with customer service, letters, and follow-up.

Assists with assigning official city addresses and notifies relevant agencies.

Researches and collects statistical/background data including but not limited to: permit activity analysis, census data and reporting, buildable / vacant lands analysis or other research needed for long-range and special planning projects.

Reviews business license applications and approves applications for the department that meet city land use codes.

Assists with administrative tasks, planning technician activities, scheduling inspections and other duties of the Community Development Department

Performs all other duties as assigned by the Community Development Director.



CITY OF STANWOOD POSITION DESCRIPTION

PERIPHERAL DUTIES

Provides reception function for the Community Development Department;

Attend training and workshops related to permit duties and responsibilities.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience

- A. High school diploma or GED with five (5) years of related experience in the building or planning permit process; or
- B. A Bachelor's Degree from an accredited college or university in urban planning or related with one year of experience.

Necessary Knowledge, Skills and Abilities

- Knowledge of land use regulations
- Working knowledge of computers and permitting database;
- Familiarity with building codes, and construction practices preferred.
- Highly developed customer service skills, including ability to handle agitated customers;
- Skill in the operation of the listed tools and equipment;
- Ability to analyze factual information following appropriate guidelines and procedures;
- Ability to prepare statistical reports using computer programs
- Ability to accurately record and maintain records;
- Ability to follow City safety guidelines and procedures;
- Ability to input permit information into an automated permit system;
- Ability to maintain data and records;
- Ability to identify and resolve data errors;
- Ability to provide quality customer service to the public, demonstrating a professional and can-do attitude while administering City regulations;
- Ability to perform at a level commensurate with length of service;
- Ability to produce a quality work product in a timely and efficient manner;
- Ability to manage multiple tasks at one time and follow through on commitments;
- Ability to use good judgment in making decisions;
- Ability to provide innovative solutions to difficult problems, taking initiative to take on assignments without being asked;
- Ability to work as a member of and support a team, treating others fairly and consistently and exhibiting a positive attitude;
- Ability to communicate effectively verbally and in writing;



CITY OF STANWOOD POSITION DESCRIPTION

- Ability to handle stressful situations, maintaining composure while under pressure;
- Ability to follow rules provided by the City's Code of Conduct and Personnel Policy.

SPECIAL REQUIREMENTS

- This position may be required to use city vehicle periodically. Valid State Driver's License or ability to obtain one within 30 days of hire and a good driving record is required.
- Attendance at night meetings and/or other evening work may be required as some committees or commissions meet after normal business hours.

TOOLS AND EQUIPMENT USED

Personal computer; 10-key calculator; phone; copy machine; fax machine; scanner.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is moderately noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.



CITY OF STANWOOD POSITION DESCRIPTION

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e

DATE: January 10, 2019

SUBJECT: Authorize the Mayor to sign a contract with Petersen Brothers Inc. for guardrail replacement on Pioneer Highway

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - Bid
B - Contract

ISSUE

The issue in front of the Council is to authorize the Mayor to sign a contract with Petersen Brothers Inc. for guardrail replacement on Pioneer Highway not to exceed \$11,075.76 plus tax.

SUMMARY STATEMENT

Due to a vehicle accident on November 11, 2018 a portion of guardrail on Pioneer Highway was damaged and in need of replacement.

DISCUSSION

A vehicle struck and damaged a portion of guardrail near Logan Road on Pioneer Highway on the morning of November 11, 2018 causing irreparable damage in need of replacement. City staff does not routinely construct this type and project and so an advertisement for bids to replace the guardrail was sent to companies on the MRSC roster. Bids were due on December 18 and two bids were received.

FINANCIAL IMPACT

The need for this work was unforeseen and unbudgeted. However, the person responsible for the damage is known and their insurance company has been contacted. It is anticipated we will recover all our costs. The lowest responsive bid was for \$11,075.76 plus tax. An insurance claim has been filed to recover the costs associated with this incident. This will be charged to the street construction fund and will not require a budget amendment.

COMMITTEE RECOMMENDATIONS

This has not been through committee but they will be briefed on the issue at their January 7, meeting.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH PETERSEN BROTHERS INC FOR THE REPLACEMENT OF GUARDRAIL ON PIONEER HIGHWAY NOT TO EXCEED \$11,075.76 PLUS TAX.

Petersen Brothers, Inc.

2008 EAST VALLEY HIGHWAY
SUMNER, WASHINGTON 98390
(253) 833-2544 (253) 863-8136
FAX (253) 863-5951

Contractors # CC-01 PETERBI187NZ

Project Name: GUARDRAIL REPLACEMENT (STANWOOD)

BID DATE: 12/18/2018

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Removing Guardrail	75.00	L.F.	25.72	1,929.00
2	Beam Guardrail Type 1	68.75	L.F.	87.11	5,988.81
3	Beam Guardrail Anchor Type 1	1.00	EACH	1,218.56	1,218.56
4	Project Temporary Traffic Control	1.00	L.S.	1,939.39	1,939.39
	TOTAL QUOTE				11,075.76

Name:
Phone:
Email:

This quote contains the following exclusions/qualifications:

- PRICING DOES NOT INCLUDE TAX

****Price does not include traffic control unless specified.**

****Prices include material & installation, bond and insurance.**

****This quote sheet to become part of any subcontract agreement.**

****Any deletion or change to above bid items must be agreed to prior to bid opening.**

****Beam Guardrail is available in 12.5' and 6.25' lengths**

****Prices are good if contract is received within 30 days after award of job, after 30 days prices must be renegotiated.**

**IF ACCEPTED PLEASE SIGN AND FAX BACK TO 253-863-5951
NO WORK WILL BE PERFORMED WITHOUT PROPER AUTHORIZATION**

By: _____

Title: _____

Company Name: _____

Address: _____

Date: _____

Phone: _____

Fax: _____

LIMITED PUBLIC WORKS CONTRACT (Under \$35,000)

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Petersen Brothers, Inc., a Washington corporation ("Contractor").

WHEREAS, 70' of damaged guardrail, posts and blocks on Pioneer Highway just south of Logan Road need replaced; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Guardrail Replacement project ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than Insert Completion Date.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. ☒ Scope of Work (RFQ)
- B. ☒ Proposal/Bid Submittal (attached).
- C. ☒ 2018 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- D. ☒ WSDOT Amendments to the Standard Specifications (referenced but not attached)
- E. ☒ 2010 APWA Supplement General Special Provisions (referenced but not attached).
- F. ☒ City of Stanwood Street and Utility Standards (referenced but not attached, <http://www.ci.stanwood.wa.us/publicworks/page/street-and-utility-standards>)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

- A. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- B. Contract has been signed and fully executed by the parties.
- C. The Contractor has provided the City with the certificates of insurance required under Section 22.
- D. The Contractor has obtained a City of Stanwood Business License.
- E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

- A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **\$11,075.76** (eleven thousand, seventy-five dollars and seventy-six cents) plus tax in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.
- B. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. Payments for Alterations and/or Additions. Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.
2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid
3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.
4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

H. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Stanwood Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all

necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, 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 Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume

the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the

Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood,

earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City

evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. Public Entity Full Availability of Contractor Limits

If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

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

H. Verification of Coverage.

The Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ **Required.** Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

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. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor 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 Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against

whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract 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.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract 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 Contract, covenant or condition of this Contract, 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 Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the Kevin Hushagen, and shall be administered for the Contractor by the Contractor's Contract Representative, Ron Petersen. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Kevin Hushagen, Public Works Director
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
360-629-9782

To Contractor:

Ron Petersen, Owner
Petersen Brothers, Inc.
2008 East Valley Highway
Sumner, WA 98390
253-833-2544

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract 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 Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF STANWOOD

PETERSEN BROTHERS, INC.

By _____
Leonard Kelley, Mayor

By _____
Ron Petersen, Owner

Approved as to form:

Attest:

Grant K. Weed, City Attorney

David Hammond, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

- A. Scope of Work (RFQ)
- B. Bid Proposal/Quote

Petersen Brothers, Inc.

2008 EAST VALLEY HIGHWAY
SUMNER, WASHINGTON 98390
(253) 833-2544 (253) 863-8136
FAX (253) 863-5951

Contractors # CC-01 PETERBI187NZ

Project Name: GUARDRAIL REPLACEMENT (STANWOOD)

BID DATE: 12/18/2018

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Removing Guardrail	75.00	L.F.	25.72	1,929.00
2	Beam Guardrail Type 1	68.75	L.F.	87.11	5,988.81
3	Beam Guardrail Anchor Type 1	1.00	EACH	1,218.56	1,218.56
4	Project Temporary Traffic Control	1.00	L.S.	1,939.39	1,939.39
	TOTAL QUOTE				11,075.76

Name:
Phone:
Email:

This quote contains the following exclusions/qualifications:

- PRICING DOES NOT INCLUDE TAX

****Price does not include traffic control unless specified.**

****Prices include material & installation, bond and insurance.**

****This quote sheet to become part of any subcontract agreement.**

****Any deletion or change to above bid items must be agreed to prior to bid opening.**

****Beam Guardrail is available in 12.5' and 6.25' lengths**

****Prices are good if contract is received within 30 days after award of job, after 30 days prices must be renegotiated.**

**IF ACCEPTED PLEASE SIGN AND FAX BACK TO 253-863-5951
NO WORK WILL BE PERFORMED WITHOUT PROPER AUTHORIZATION**

By: _____

Title: _____

Company Name: _____

Address: _____

Date: _____

Phone: _____

Fax: _____

**City of Stanwood
Guardrail Replacement RFQ
December 5, 2018**

To MRSC Participant,

The City of Stanwood is seeking quotes for **Guardrail Replacement**.

All quotes are due back to the City no later than 3:00pm Tuesday, December 18, 2018.

Scope of work to include: Replace 70' of damaged guardrail, posts and blocks on Pioneer Highway just south of Logan Road, Stanwood, WA 98292. Contractor to remove and dispose of damaged guardrail, posts and blocks. All labor and materials are included for a complete operational system. Contractor will need to obtain a right-of-way permit with a traffic control plan and a City of Stanwood business license. This is a Prevailing Wage project.

Pictures of damaged guardrail:



Please submit quotes in a sealed envelope marked **"Guardrail Replacement"** to:

City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
Attention: Public Works

Any exceptions or clarifying questions shall be sent to Trevor Harrison, Streets Lead at trevor.harrison@ci.stanwood.wa.us so questions and responses can be sent to all parties.

Once a selection is made of the lowest priced quote, from a responsive and responsible bidder, the contractor shall be required to fill out all city provided contract documents (attachment 2), furnish

RFQ Guardrail Replacement on Pioneer Hwy Dec 2018

all insurance required in the city contract, intent to pay prevailing wage with the contract documents, and obtain a City of Stanwood business license.

Please send a confirming email that you received this RFQ and whether or not you will be participating to ensure you receive follow up emails to any questions/answers.

Bid Opening: 3:00pm, Tuesday, December 18th at City of Stanwood City Hall located at 10220 270th Street NW, Stanwood, WA 98292.

The City reserves the right to reject all quotes.

Attachments:

1. Short list of Prevailing Wage Rates
2. Sample Contract

ATTACHMENT 1 – PREVAILING WAGE

State of Washington
Department of Labor & Industries
Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code key.

For all trades visit: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Journey Level Prevailing Wage Rates for **Snohomish County**.
Use Effective Date **December 5, 2018**.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a.i.

DATE: January 10, 2019

SUBJECT: Wireless Communications Facilities / Small Cell Code Amendment

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENT: A - Proposed Draft Code Amendment

ISSUE

The issue before the Planning Commission and City Council is to review code changes to adopt performance standards for development of wireless communication facilities and small cell facilities.

Please note that this staff report includes both recommendations and motions for the Planning Commission and City Council due to the timing constraints imposed by the FCC's January 14 adoption deadline.

SUMMARY

The Federal Communications Commission (FCC) recently released new rules for wireless communication facilities and small cell deployment. The intent of the regulations is to streamline the permitting processes across the country. Cities and Counties are required to update their development and franchise regulations by January 14, 2019. The City of Stanwood has initiated a code amendment to update development regulations and franchise procedures for wireless communication facilities and small cell deployment consistent with federal law.

STAFF RECOMMENDATIONS

Attached for your review and consideration is the proposed revised draft wireless communication facilities and small cell code amendment. Staff recommends that the Planning Commission:

1. Open the Public Hearing
2. Receive the Staff Presentation and Ask Questions (if any)
3. Take Public Testimony and Ask Questions (if any)
4. Deliberate or Ask Any Additional Questions of Staff
5. Close the Public Hearing
6. Recommend / approve the draft code amendment and findings of fact and conclusions as presented or with amendments.

PLANNING COMMISSION OPTIONS

- 1) Recommend approval of the proposed edits to Title 17, Zoning to the Stanwood City Council adopting performance standards for development of wireless communication and small cell facilities to City Council.
- 2) Recommend alternative language to the proposed edits to Title 17 and direct staff to include those recommendations in the staff presentation to the City Council.
- 3) Recommend denial of the proposed Title 17 zoning amendments to the City Council.

CITY COUNCIL OPTIONS

- 1) Approve Ordinance 1469, adopting performance standards for development of wireless communication and small cell facilities in the City of Stanwood.
- 2) Deny Ordinance 1469 adopting proposed Title 17 zoning amendments and send back to the Planning Commission for further consideration.

BACKGROUND

The Federal Communications Commission (FCC) recently released new rules for wireless communication facilities and small cell deployment. The intent of the regulations is to streamline the permitting processes across the country. Cities and Counties are required to update their development and franchise regulations by January 14, 2019.

Currently the City has a “cell tower” code, but it is out of date as it relates to the “small cell” technology and federal regulations. Typically, small cells are attached to utility poles or light/traffic poles within the rights-of-way. The purpose of the small cells is to augment capacity for data traffic in dense areas and are typically 25-45 feet in height, rather than tall macro towers that extend beyond 75 feet.

The draft code amendment combines the city’s existing wireless communication facility regulations with new small cell deployment regulations and franchise requirements into four new chapters of the Stanwood Municipal Code:

- Chapter 17.200, Eligible Facility Modification and Wireless Communication Devices
- Chapter 17.205, Eligible Facility Modifications
- Chapter 17.210, Regulation of Wireless Communication Facility Franchise
- Chapter 17.220, Wireless Communication Facilities (WCF) Attached and Detached

In conjunction with merging existing city wireless communication facilities codes with the new small wireless facilities requirements, the following Stanwood Municipal Code chapters will be repealed:

- Chapter 17.154, Wireless Communication Facilities
- Chapter 17.156, Eligible Facility Modifications

SMALL WIRELESS FACILITY AMENDMENTS

- **Caps all fees** related to small wireless facilities (SWF) at “a reasonable approximation of the state or local governments’ actual and reasonable costs.” Small cell fees will be included in the update to the City’s fee resolution.
- **Preempts aesthetics requirements** for SWF unless they are (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; (3) objective; and (4) published in advance.

The draft ordinance includes new design and development standards:

- Includes examples of acceptable and unacceptable designs for telephone and light poles
 - Requires placement in a manner not to impeded pedestrian traffic
 - Located in street amenity zone with pedestrian, tree, and utility clearance
 - Placement outside of the sight distance triangle
 - Requires a 250 foot separation distance; exception if located on light poles
 - Includes location standards prohibiting poles to be placed in front of doors, windows, or access ways
- **Imposes shot clocks** of 60 days for SWF added to existing structures (regardless of whether the structure already supports a SWF) and 90 days for SWF using a new structure.
 - Existing shot clocks for non-SWF deployments remain in place: 90 days for collocation on an existing structure; 150 days for deployment on a new structure.
 - Both the new and existing shot clocks apply to “any approval that a siting authority must issue under applicable law prior to deployment.” This includes zoning approvals and building permits, and may also include license or franchise agreements to access the rights of way, leases for use of municipal poles or property in the rights of way, electric permits and road closure permits, among others.

- For SWF, shot clocks are reset, not just tolled, if the siting authority notifies the applicant within 10 days after submission that the application is incomplete. For subsequent determinations of incompleteness, the shot clock would toll—not reset—if the siting authority provides written notice within 10 days that the supplemental submission did not provide the requested information.
- For non-SWF, shot clocks begin to run when an application is first submitted, and can be paused—not reset—if the siting authority notifies the applicant within 30 days that the application is incomplete. For subsequent determinations of incompleteness, the process is the same as described above for SWF.
- Failure to act within the new small wireless facility shot clock constitutes a presumptive violation of the Communications Act and applicants may seek expedited injunctive relief in court within 30 days of a local government missing a shot clock deadline. There is no “deemed granted” remedy.
- **Defines SWF** as, among other things:
 - Facilities
 - mounted on structures 50 feet or less in height including their antennas; or
 - mounted on structures no more than 10 percent taller than other adjacent structures; or
 - that do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater.
 - Each antenna associated with the deployment, excluding associated antenna equipment, is no more than 3 cubic feet in volume;
 - All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.
- **Does not grandfather** existing agreements or state small cell bills or other state laws, which may be preempted to the extent they conflict with the Ruling and Order.

Permit Review Process:

Identifies permitting processes: Administrative or Conditional Use Permit

- Minor Facilities – Currently a Permitted Use
- Co-Located Facilities – Currently a Permitted Use
- Single Facilities – Currently a Permitted Use
- Towers – Currently a Conditional Use Permit
- Guy and Lattice Towers - Prohibited
- Small Cell – Added as a Permitted Use

Review Timelines (already adopted with WCF code):

Federal law has the following specific timelines for permit review:

Permit / Approval	Mandated Period	Review
Eligible Facilities Request – A letter to the city requesting that a permit be reviewed as a facility modification – not as a new facility	60 Days	
Eligible Co-locations on Existing Facilities	90 Days	
New Wireless Communications	150 Days	
Determination of Permit Completeness	30 Days	
Determination of Permit Completeness – 2nd submittal and beyond	10 Days plus no new items can be added that were not listed in the first review	

Failure to Act:

If the City doesn't meet the timeframes listed above, then the application is "deemed granted".

Appeals / Claims:

Both the City and the Applicant can bring claims in court according to federal law.

Major and Minor Modifications:

A significant area of concern to the cell company providers is what is considered a major or minor modification to an existing facility. Major modifications are equivalent to new permits while minor modifications can usually be permitted administratively more quickly. Federal law is mandating what constitutes a major or minor modification.

Performance Standards:

City code already addresses the following development / performance standards for siting telecommunication facilities. These standards generally address cell towers, attached facilities and the associated land cabinet equipment. The following sections were added to the new wireless communication facilities codes:

Separation Distance	Concealment Technology	Maintenance
Setbacks	Noise	Electronic Emissions
Height	Colocation	Exception Use of City right of
Landscaping	Abandonment	Way
Lighting		

FINANCIAL IMPACT

There are no direct financial impacts to the City except the staff time to review any subsequent permit applications.

COMMITTEE RECOMMENDATION

This item was brought to the Community Development Committee on December 13, 2018. The CDC acknowledged the tight timeframe needed to adopt the ordinance in order to meet the FCC's deadline and agreed to one meeting for the first, second and final reading of the ordinance. It was also noted that after the regulations are adopted, the City could go back and update the code if needed when the time constraints are not in place.

PLANNING COMMISSION RECOMMENDED MOTIONS

- 1) I MOVE TO RECOMMEND APPROVAL OF THE WIRELESS COMMUNICATIONS AND SMALL CELL FACILITIES CODE AMENDMENT TO THE STANWOOD CITY COUNCIL.
- 2) I MOVE TO RECOMMEND APPROVAL OF THE FINDINGS OF FACT AND CONCLUSIONS FOR THE WIRELESS COMMUNICATIONS AND SMALL CELL FACILITIES CODE AMENDMENT TO THE STANWOOD CITY COUNCIL.

These motions can be amended to add any proposed amendments as discussed at the public hearing and during deliberations.

CITY COUNCIL RECOMMENDED MOTION

I MOVE TO APPROVE THE FIRST AND SECOND READING AND FINAL ADOPTION OF ORDINANCE 1469 AND THE ATTACHED FINDINGS OF FACT AND CONCLUSIONS:

REPEALING CHAPTERS:

- 17.154, Wireless Communication Facilities
- 17.156, Eligible Facility Modifications

AND ADOPTING NEW CHAPTERS:

- 17.200, Eligible Facility Modification and Wireless Communication Devices
- 17.205, Eligible Facility Modifications
- 17.210, Regulation of Wireless Communication Facility Franchise
- 17.220; Wireless Communication Facilities (WCF) Attached and Detached

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1469

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING PORTIONS OF STANWOOD MUNICIPAL CODE TITLE 17 ENTITLED ZONING AND RELATING TO WIRELESS COMMUNICATION FACILITIES AND SMALL CELL FACILITIES BY REPEALING CHAPTER 17.154 WIRELESS COMMUNICATION FACILITIES AND CHAPTER 17.56 ELIGIBLE FACILITY MODIFICATIONS; ADOPTING NEW CHAPTERS 17.200 PURPOSE AND DEFINITIONS, CHAPTER 17.205 ELIGIBLE FACILITY MODIFICATION AND WIRELESS COMMUNICATION DEVICES, CHAPTER 210, ELIGIBLE FACILITY MODIFICATIONS AND CHAPTER 220 WIRELESS COMMUNICATION FACILITIES ATTACHED AND DETACHED; AND AMENDING CHAPTER 17.30 PERMITTED LAND USES AND CHAPTER 17.81A, TYPES OF LAND USE REVIEW; AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary and beneficial for the health, safety and welfare of the community to update the zoning regulations for development of small cell, microcell, and distributed antenna systems telecommunications facilities; and

WHEREAS, it is important to accommodate the growing need and demand for telecommunications services while protecting the character of the City of Stanwood and its neighborhoods; and

WHEREAS, there is a need to establish standards for location, aesthetics and compatibility for small cell, microcell, and distributed antenna systems communication structures, facilities, and uses; and

WHEREAS, it is necessary to encourage the location and collocation of small cell facilities, microcells, and distributed antenna systems on existing buildings and structures in order to reduce the need for new towers, thereby minimizing visual clutter, public safety impacts, and effects upon the natural environment, as well as to encourage concealed technologies; and

WHEREAS, there is a need to encourage the availability of affordable, high-speed internet and cellular telephone access for businesses and residents, acknowledging that a growing number of businesses are conducted in whole or in part from homes and/or on-the-go, that increasingly education incorporates on-line learning necessitating good home internet connections for students and faculty, and that government participation and emergency service to the general public are enhanced by fast and reliable cellular and home internet connectivity; and

WHEREAS, there have been recent changes to the mandates of the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, and other applicable federal and state laws and rules promulgated by the Federal Communication Commission that require the City of Stanwood to update its wireless regulations; and

WHEREAS, a mechanism for the zoning and permitting of small cell, microcells, and distributed antenna systems telecommunication uses and an update of existing zoning provisions for other kinds of telecommunication uses is in the best interest of the citizens of the City of Stanwood; and

WHEREAS, this matter was duly referred to and was considered by the Planning Commission; and

WHEREAS, pursuant to RCW 36.70A. 106, on November 30, 2018 the City notified the State of Washington of its intent to adopt amendments to its development regulations; and

WHEREAS, the Planning Commission held a public hearing on January 7, 2019 considered all relevant matters, and heard all parties in support or opposition, and subsequently forwarded a recommendation to the City Council;

WHEREAS, the City of Stanwood SEPA Responsible Official reviewed the amendments and issued a Determination of Non-significance (DNS) on December 4, 2018; and

WHEREAS, a SEPA DNS was issued on December 4, 2019; and

WHEREAS, on December 18, 2018, the public hearing notice was printed in the Stanwood Camano News as required by law that a public hearing was to be held by the Planning Commission and all persons wishing to provide public input concerning the proposed amendments set forth in this Ordinance were heard; and

WHEREAS, the City Council Community Development Committee reviewed the proposed amendments set forth in this Ordinance at their December 20, 2018 meeting; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission at their January 10, 2019 regular meeting and accepted public comment; and

WHEREAS, pursuant to RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to the zoning code; and

WHEREAS, the City Council has determined that it is in the best interest of the City and in the interest of the public health, safety and welfare of the City and its citizens to amend Title 17 relating to wireless communication facilities, as further set forth in this Ordinance;

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

Section 1. Repeal of SMC 17.154 entitled Wireless Communication Facilities. Chapter 17.154, Wireless Communication Facilities, is hereby repealed in its entirety.

Section 2. Repeal of SMC 17.156 entitled Eligible Facility Modifications. Chapter 17.156, Eligible Facility Modifications, is hereby repealed in its entirety.

Section 3. SMC 17.30, Permitted Land Uses Amended. Chapter 17.30, Permitted Land Uses, of the Stanwood Municipal Code is hereby amended to read as set forth in Attachment A, by reference as though fully set forth herein.

Section 3. SMC 17.81A, Procedures Amended. Chapter 17.81A, Procedures, of the Stanwood Municipal Code is hereby amended to read as set forth in Attachment B, by reference as though fully set forth herein.

Section 4. Adoption of new Chapter 17. 200, Eligible Facility Modification and Wireless Communication Devices. New Stanwood Municipal Code Chapter 17. 200, Eligible Facility Modification and Wireless Communication Devices, is hereby adopted to read as set forth in Attachment C, incorporated by reference as though fully set forth herein.

Section 5. Adoption of new Chapter 17. 205, Eligible Facility Modifications. New Stanwood Municipal Code Chapter 17. 205, Eligible Facility Modifications, is hereby adopted to read as set forth in Attachment D, incorporated by reference as though fully set forth herein.

Section 6. Adoption of new Chapter 17. 210, Regulation of Wireless Communication Facility Franchises. New Stanwood Municipal Code Chapter 17. 210, Regulation of Wireless Communication Facility Franchises, is hereby adopted to read as set forth in Attachment E, incorporated by reference as though fully set forth herein.

Section 7. Adoption of new Chapter 17. 220, Wireless Communication Facilities (WCF) Attached and Detached. New Stanwood Municipal Code Chapter 17. 220, Wireless Communication Facilities (WCF) Attached and Detached, is hereby adopted to read as set forth in Attachment F, incorporated by reference as though fully set forth herein.

Section 8. Findings of Fact and Conclusions. In support of the amendment approved in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions attached hereto as Attachment G and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

Section 9. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 10. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 11. Conflict. In the event that there is a conflict between the provision of this Ordinance and any other City ordinance, the provision of this Ordinance shall control.

Section 12. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this 10th day of January 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

Attachment A
Amended SMC Chapter 17.30 Permitted Land Uses

Chapter 17.30
Permitted Land Uses

17.30.040 Zoning Use Table.

KEY:

Blank = Not Permitted

AC = Accessory Use

ADC = Administrative Conditional Use

C = Conditional Use

P = Permitted Use

AEO = Adult Entertainment Overlay

HO = Historic Overlay

TO = Transit Overlay

MPO = Master Plan Overlay

MXO = Mixed Use Overlay

Wireless Communication Facilities	SR 12.4	SR 9.6	SR 7.0	SR 5.0	MR	TN	MB-I²⁹	MB-II	NB	GC	LI	GI
Co-located PWCA	P46	P46	P46	P46	P46	P46	P46	P46	P46	P46	P46	P46
Minor facilities	P47	P47	P47	P47	P47	P47	P47	P47	P47	P47	P47	P47
Single PWCA	P48	P48	P48	P48	P48	P48	P48	P48	P48	P48	P48	P48
<u>Monopole</u> Towers	C45	C45	C45	C45	C45	C45	C45	C45	C45	C45	C45	C45
<u>Guy and Lattice Towers</u>												
<u>Small Cell Facilities</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>	<u>P48a</u>

17.30.050 Zoning use conditions.

(45) Monopole towers only are permitted. Guy and lattice towers are prohibited. Limited to locations on properties with existing public use, except in the general commercial and general industrial zones subject to a conditional use permit, and subject to the wireless communications facilities standards in Chapter 17.~~220~~ 47.154 SMC.

(46) Subject to the wireless communications facilities standards in Chapter **17.220** 47.154 SMC.

(47) Minor facilities are limited to co-location on an existing monopole and are subject to the wireless communications facilities standards in Chapter **17.220** 47.154 SMC.

(48) Limited to one personal wireless communications facility (WCF) on existing light standards and power poles within the public right-of-way and subject to the wireless communications facilities standards in Chapter **17.220** 47.154 SMC.

(48a) All Small Wireless Communication Facilities shall be subject to the requirements of Chapters 17.200, 17.205, and 17.210.

Attachment B
Amended SMC Chapter 17.81A, Procedures

Chapter 17.81A
Procedures

Table 17.81A-I: Classification of Permits and Decisions

Type of Application	Public Comment/Notice Period	Pre- Application Meeting	Public Meeting/Recommendation	Open Record Hearing	Decision	Open Record Appeal	Closed Record Appeal	Non- City or Judicial Appeal
Type I:								
Administrative site development permit, grading permit, sign permit	No	No	No	No	CDD	HE	No	Yes
Home occupation permit	No	No	No	No	CDD	HE	No	Yes
Accessory dwelling unit	No	No	No	No	CDD	HE	No	Yes
Parcel combination	No	No	No	No	CDD	HE	No	Yes

Table 17.81A-I: Classification of Permits and Decisions

Type of Application	Public Comment/Notice Period	Pre- Application Meeting	Public Meeting/Recommendation	Open Record Hearing	Decision	Open Record Appeal	Closed Record Appeal	Non- City or Judicial Appeal
Manufactured housing infill	No	No	No	No	CDD	HE	No	Yes
Boundary line adjustment	No	No	No	No	CDD	HE	No	Yes
Administrative interpretation	No	No	No	No	CDD	HE	No	Yes
Encroachment permit	No	No	No	No	CDD/CE	HE	No	Yes
Floodplain development permit	No	No	No	No	CDD	HE	No	Yes
<u>Small Cell WCF; Co-located WCF; Minor Modifications</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>CDD</u>	<u>HE</u>	<u>No</u>	<u>Yes</u>
Administrative decision, modification, adjustment to standards	No	No	No	No	CE	HE	No	Yes
Type II:								
Variance (including flood hazard variance)*	14-day NOA or NOH	No	No	No	CDD*	HE	No	Yes
Administrative conditional use	15-day NOA	No	No	No	CDD	HE	No	Yes

Table 17.81A-I: Classification of Permits and Decisions

Type of Application	Public Comment/Notice Period	Pre- Application Meeting	Public Meeting/Recommendation	Open Record Hearing	Decision	Open Record Appeal	Closed Record Appeal	Non- City or Judicial Appeal
Sensitive area reasonable use allowance*	15-day NOA or NOH	No	No	No	CDD*	HE	No	Yes
Short plat	15-day NOA	CDD and CE	No	No	CDD and PWD	HE	No	Yes
Binding site plan	10-day NOA	CDD and CE	No	No	CDD	HE	No	Yes
Major site development permit	15-day NOA	CDD	Yes	No	CDD	HE	No	Yes
Shoreline substantial development permit	30-day NOA 15-day NOH	No	No	No	CDD	HE	No	Yes
Waiver of forest practices moratorium for single-family residence	15-day NOA	No	No	No	CDD	No	No	No
SEPA determination	14 days (post determination)	No	No	No	CDD	HE	No	Yes
Concurrency evaluation	None	No	No	No	CE	HE	No	No
Right-to-farm registration	14-day posted notice of application	No	No	No	CDD	HE	No	No

Table 17.81A-I: Classification of Permits and Decisions

Type of Application	Public Comment/Notice Period	Pre- Application Meeting	Public Meeting/Recommendation	Open Record Hearing	Decision	Open Record Appeal	Closed Record Appeal	Non- City or Judicial Appeal
Type III:								
Conditional use permit	15-day NOA 10-day NOH	No	No	HE	HE	No	No	Yes
Preliminary plat	15-day NOA 10-day NOH	CDD; CE	PC	HE	HE	No	No	Yes
PRD	15-day NOA 10-day NOH	CDD	PC	HE	HE	No	No	Yes
Shoreline CUP	30-day NOA plus 15-day NOH	No	No	HE	HE	No	No	Yes
Shoreline variance	30-day NOA plus 15-day NOH	No	No	HE	HE	No	No	Yes
Waiver of forest practices moratorium for non-single-family residence	15-day NOH	No	No	HE	HE	No	No	No
<u>WCF: Monopole</u>	<u>15-day NOH</u>	<u>CDD</u>	<u>PC</u>	<u>HE</u>	<u>HE</u>	<u>No</u>	<u>No</u>	<u>Yes</u>
<u>WCF: Small Cell Architectural Design Deviation Request</u>	<u>15-day NOH</u>	<u>CDD</u>	<u>PC</u>	<u>HE</u>	<u>HE</u>	<u>No</u>	<u>No</u>	<u>Yes</u>

Table 17.81A-I: Classification of Permits and Decisions

Type of Application	Public Comment/Notice Period	Pre- Application Meeting	Public Meeting/Recommendation	Open Record Hearing	Decision	Open Record Appeal	Closed Record Appeal	Non- City or Judicial Appeal
Major site development permit with public comments	15-day NOA 10-day NOH	CDD; CE	PC	HE	HE	No	No	Yes
Type IV:								
Development agreement	10-day NOH	No	No	HE	HE recommendation CC decision	No	No	Yes
Type V:								
Comprehensive plan amendment	NOA 10-day NOH	None	Yes	PC++	PC recommendation** 10-day NOH	No	No	Yes
Development regulations amendments	10-day NOH	None	No	PC++	PC recommendation** CC decision**	No	No	Yes
Annexation	15-day NOA 10-day NOH	CDD, CE	No	CC/SCBRB	CC/SCBRB	No	No	Yes
Final plat	No	No	No	No	CC	No	No	Yes
Right-of-way vacation	10-day NOH	CE	No	CC	CC Committee recommendation CC decision	No	No	Yes

Table 17.81A-I: Classification of Permits and Decisions

Type of Application	Public Comment/Notice Period	Pre- Application Meeting	Public Meeting/Recommendation	Open Record Hearing	Decision	Open Record Appeal	Closed Record Appeal	Non- City or Judicial Appeal
Zoning map amendment	10-day NOH	CDD	No	PC	CC	No	No	Yes

CC City Council

CE City Engineer

PC Planning Commission.

HE Hearing Examiner

CDD Community Development Director

SCBRB Snohomish County Boundary Review Board

NOH Notice of Hearing (per SMC [17.81A.260](#))

NOA Notice of Application (per SMC [17.81B.225](#))

PWD Public Works Director

* The community development director shall have the option of referring the application to the hearing examiner for a public hearing and decision. In this case, an appeal of the hearing examiner's decision shall be heard in a closed record appeal as a judicial appeal.

** Either the planning commission or the city council may opt to hold one or more workshops or joint workshops on an application.

++ The city council may opt to hold the required public hearing(s).

(5) Associated Land Use Determinations. Associated land use determinations are decisions that need to be made as part of another land use action or permit review, as set forth in Table 17.81A-II. Each type of determination has a separate review process determined by the community development director or public works director.

Attachment C

Adoption of New Chapter 17. 200, Eligible Facility Modification and Wireless Communication Devices

Chapter 17.200

Eligible Facility Modifications and Wireless Communication Devices

Sections:

17.200.005 Purpose

17.200.010 Definitions

17.200.005 Purpose

The purpose of chapters 17.200, 17.205, 17.210, and 17.220 is to provide specific regulations for the placement, construction, modification and removal of WCF. Pursuant to the guidelines of Section 704 of the Federal Telecommunications Act of 1996, 47 USC, Chapter 5, Subchapter III, Part I, Section 332(c)(7) and other applicable city, state and federal rules, regulations, and guidelines, the provisions of this chapter are not intended to and shall not be interpreted to prohibit or to have the effect of prohibiting the provision of wireless services, nor shall the provisions of this chapter be applied in such a manner as to unreasonably discriminate among providers of functionally equivalent wireless services.

1. The goals of these chapters is to:
 - a. Encourage the location of towers in nonresidential areas and to minimize the total number of tall towers throughout the City;
 - b. Encourage the joint use of existing tower sites;

- c. Encourage users of towers and antennas to locate them, to the extent possible, in areas where the impact on the City is minimal;
- d. Encourage users of towers and antennas to configure them in a way that minimizes the visual impact of the towers and antennas;
- e. Strongly encourage the providers of wireless services to use concealment technology;
- f. Provide standards for the siting of WCF and other wireless communications facilities (such as television and AM/FM radio towers);
- g. Facilitate the ability of the providers of wireless services to provide such services throughout the City quickly, effectively and efficiently; and
- h. Prioritize the location of WCF on existing structures such as ballfield lights, transmission towers, utility poles or similar structures, particularly when located on public property.

2. Accordingly, the City Council finds that the promulgation of these chapters is warranted and necessary to:

- a. Manage the location of towers and antennas in the City;
- b. Protect residential areas and other land uses from potential adverse impacts of towers and antennas;
- c. Minimize visual impacts of towers and antennas through careful design, siting, landscaping, screening, innovative camouflaging techniques and concealment technology;
- d. Accommodate the growing need for towers and antennas;
- e. Promote and encourage shared use and co-location on existing towers as a desirable option rather than construction of additional single-use towers; and
- f. Avoid potential damage to adjacent properties through engineering and proper siting of WCF.

17.200.010 Definitions

The following definitions shall apply in the interpretation and enforcement of this chapters 17.205, 17.210, 17.220 unless the context clearly requires otherwise. Any term or phrase not defined herein shall have the meaning that is given to that term or phrase in Chapter 17.20 SMC. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory and the word “may” is always discretionary. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law, regulation or rule referred to herein be renumbered or amended, then the reference shall be read to refer to the renumbered or amended provision.

(1) “Approval authority” is the public official, or designee, who has authority under the Stanwood Municipal Code to administratively issue project permit approvals.

(2) “Applicant” shall mean and refer to the person, and such person’s successor in interest, owning and/or operating the transmission equipment proposed in an eligible facilities modification application to be collocated, removed or replaced.

(3) “Authorized person” is the person, employees, agents, consultants, and contractors, authorized in writing by applicant to complete and submit an eligible facilities modification application on behalf of applicant and who is authorized to receive any notices on behalf of applicant of any action taken by the city regarding the application.

(4) “Base station” shall mean and refer to the structure or equipment at a fixed location that enables wireless communications licensed or authorized by the FCC, between user equipment and a communications network. The term does not encompass a tower as defined in this chapter or any equipment associated with a tower.

(a) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(b) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including distributed antenna systems and small cell networks).

(c) The term includes any structure other than a tower that, at the time an eligible facilities modification application is filed with the city under this chapter, supports or houses equipment described in subsections (4) (a) and (b) of this section, and that has been reviewed and approved under the applicable zoning or siting process, or under another state, county or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(d) The term does not include any structure that, at the time a completed eligible facilities modification application is filed with the city under this section, does not support or house equipment described in subsections (4) (a) and (b) of this section.

(5) "City" shall mean and refer to the city of Stanwood.

(6) "City code" shall mean and refer to the codified ordinances of the city.

(7) "Collocation" shall mean and refer when more than one wireless communications provider mounts equipment on a single support structure (e.g., structure, monopole, lattice tower). The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

(8) "Conceal" or "concealment elements" are transmission facilities designed to look like some feature other than a wireless tower or base station or which minimizes the visual impact of an antenna by use of non-reflective materials, appropriate colors and/or a concealment canister..

(9) "Deemed approved" shall mean and refer to an eligible facilities modification application that has been deemed approved upon the city's failure to act, and has become effective, as provided pursuant to the FCC eligible facilities request rules.

(10) "Eligible facilities modification application" or "application" shall, unless the context clearly requires otherwise, mean and refer to a written document submitted to the city pursuant to this chapter for review and approval of a proposed facilities modification.

(11) "Eligible facilities modification" shall mean and refer to any proposed facilities modification that has been determined pursuant to the provisions of this chapter to be subject to this chapter and which does not result in a substantial change in the physical dimensions of an eligible support structure, tower or base structure involving:

(a) Collocation of new transmission equipment;

(b) Removal of transmission equipment; or

(c) Replacement of transmission equipment.

(12) "Eligible facilities modification permit" or "permit" shall, unless the context clearly requires otherwise, mean and refer to a written document issued by the approval authority pursuant to this chapter approving an eligible facilities modification application.

(13) "Eligible support structure" shall mean and refer to any existing tower or base station as defined in this chapter; provided, that it is in existence at the time the eligible facilities modification application is filed with the city under this chapter.

(14) "Existing" shall, for purpose of this chapter and as applied to a tower or base station, mean and refer to a constructed tower or base station that has been reviewed and approved under the applicable zoning or siting process of the city, or under another state, county or local regulatory review process; provided, that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

(14.5) "Microcells" means a wireless communication facility consisting of an antenna that is either: (i) Four feet in height and with an area of not more than five hundred eighty square inches; or (ii) if a tubular antenna, no more than four inches in diameter and no more than six feet in length in accord with RCW 80.36.375.

(14.6) "Minor facility" means a wireless communication facility consisting of up to three antennas, each of which is either: (i) Four feet in height and with an area of not more than five hundred eighty square inches; or (ii) if a tubular antenna, no more than four inches in diameter and no more than six feet in length; and the associated equipment cabinet that is six feet or less in height and no more than forty-eight square feet in floor area.

(15) "Proposed facilities modification" shall mean and refer to a proposal submitted by an applicant to modify an eligible support structure which the applicant asserts is subject to review under Section 6409 of the Spectrum Act, and involving:

(a) Collocation of new transmission equipment;

(b) Removal of transmission equipment; or

(c) Replacement of transmission equipment.

(16) "FCC" shall mean and refer to the Federal Communications Commission or its successor.

(17) "FCC eligible facilities request rules" shall mean and refer to 47 CFR Part 1 (Part 1 – Practice and Procedure), Subpart CC, Section 1.40001, as established pursuant to its report and order in In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 14-153, or as may be thereafter amended.

(17.5) "Service provider" is defined in accord with RCW 35.99.010(6). Service provider shall include those infrastructure companies that provide telecommunications services or equipment to enable the deployment of personal wireless services.

(18) "Site" shall, for towers other than towers in the public rights-of-way, mean and refer to the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, shall mean and be further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

(19) "Small cell facility" shall mean and refer to a personal wireless services facility that meets each of the following conditions:

(1) The facilities—

(i) are mounted on structures 50 feet or less in height including their antennas

as defined in section 1.1320(d), or

(ii) are mounted on structures no more than 10 percent

taller than other adjacent structures, or

(iii) do not extend existing structures on which they are located to a height of

more than 50 feet or by more than 10 percent, whichever is greater;

(2) Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in section 1.1320(d)), is no more than three cubic feet in volume.

(3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

(20) "Small cell network" shall mean and refer to a collection of interrelated small cell facilities designed to deliver personal wireless services as further defined in RCW 80.36.375.

(21) "Spectrum Act" shall mean and refer to the "Middle Class Tax Relief and Job Creation Act of 2012" (Public Law 112-96; codified at 47 U.S.C. 1455(a)).

(22) "Substantial change criteria" shall mean and refer to the criteria set forth in SMC 17.205.090.

(22.5) "Telecommunications service" is defined in accord with RCW 35.99.010(7).

(23) "Transmission equipment" is equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(24) "Tower" is any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site.

(25) "Undergrounded areas": Public Rights-of-Way in which wireline utilities have been located or relocated underground.

(26) "Utility pole" is a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.

Attachment D
Adoption of New Chapter 17. 205, Eligible Facility Modifications

Chapter 17.205
ELIGIBLE FACILITY MODIFICATIONS

Sections:

- 17.205.010 Title.
- 17.205.020 Adoption of findings and conclusions.
- 17.205.030 Purpose and intent.
- 17.205.040 Definitions.
- 17.205.050 Applicability – Relationship to other rules and regulations.
- 17.205.060 Permit classification.
- 17.205.070 Application submittal requirements – Determination of completeness.
- 17.205.080 Review of application – Approval.
- 17.205.090 Substantial change criteria.
- 17.205.100 Nonconforming structure – Termination.
- 17.205.110 Enforcement – Violation.

17.205.010 Title.

This chapter shall be known and referred to as the “Eligible Facilities Modification Code” or “EFM Code.” Unless the context indicates otherwise, a reference herein to “this code” or “this chapter” shall mean and refer to the eligible facilities modification code.

17.205.020 Adoption of findings and conclusions.

The recitals set forth in the ordinance adopting this code are adopted as findings and conclusions of the city council.

17.205.030 Purpose and intent.

The purpose and intent of this chapter are:

- (1) To implement Section 6409 of the “Middle Class Tax Relief and Job Creation Act of 2012” (the “Spectrum Act”) (PL-112-96; codified at 47 U.S.C. 1455(a)) which requires the city to approve any

eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station;

(2) To implement the FCC rules set forth at 47 CFR Part 1 (Part 1 – Practice and Procedure) new Subpart CC Section 1.40001 (Wireless Facility Modifications), which rules implement Section 6409 of the Spectrum Act;

(3) To establish procedural requirements and substantive criteria applicable to review and approval or denial of applications for an eligible facilities modification;

(4) To ensure that application submittal requirements are related to information reasonably necessary to the determination of whether or not the proposed modification will result in a substantial change in the physical dimensions of the eligible support structure;

(5) To exempt facilities modifications approved under this chapter as eligible facilities requests from zoning and development regulations that are inconsistent with or preempted by Section 6409 of the Spectrum Act;

(6) To preserve the city's right to continue to enforce and condition approvals under this chapter on compliance with generally applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety;

(7) To promote timely decisions under this chapter;

(8) To ensure that decisions are made consistently and predictably;

(9) To incorporate provisions of RCW 43.21C.0384 that exempt eligible facilities modifications from review under RCW 43.21C.030 (2) (c) (State Environmental Policy Act);

(10) To recognize that Section 6409(a)(1) of the Spectrum Act operates to preempt any provision of the State Environmental Policy Act (Chapter 43.21C RCW) to the extent that any such provision, including RCW 43.21C.030(2)(c), would prohibit a city from approving any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station; and

(11) To provide for termination of eligible facilities modifications approved pursuant to this chapter as nonconforming structures in the event that Section 6409(a) of the Spectrum Act is found to be

unconstitutional or otherwise determined to be invalid or unenforceable and such modifications would otherwise have been in derogation of development regulations in place at the time of receipt of a completed application.

17.205.040 Definitions.

The definitions for this chapter are as set forth in section 17.200.010 SMC.

17.205.050 Applicability – Relationship to other rules and regulations.

(1) Except as may be otherwise provided in this chapter, and notwithstanding any other provisions in the city code, the provisions of this chapter shall be the sole and exclusive procedure for review and approval of a proposed facilities modification which the applicant asserts is subject to review under Section 6409 of the Spectrum Act or other applicable law. To the extent that other provisions of the city code establish a parallel process for review and approval of a project permit application for a proposed facilities modification, the provisions of this chapter shall control. In the event that any part of an application for project permit approval includes a proposed facilities modification, the proposed facilities modification portion of the application shall be reviewed under the provisions of this chapter. In the event that an application for project permit approval includes a proposal to modify an eligible support structure, and the applicant does not assert in the application that the proposal is subject to review under Section 6409 of the Spectrum Act or other applicable law, such proposal shall not be subject to review under this chapter and may be subject to review under other applicable provisions of the city code.

(2) This chapter shall not apply to a proposed facility modification to an eligible support structure that is not a legal conforming, or legal nonconforming, structure at the time a completed eligible facilities modification application is filed with the city. To the extent that the nonconforming structures and use provisions of the city code would operate to prohibit or condition approval of a proposed facilities modification application otherwise allowed under this chapter, such provisions are superseded by the provisions of this chapter and shall not apply.

(3) This chapter shall not apply to a proposed facility modification to an eligible support structure that will involve replacement of the tower or base station.

(4) This chapter shall not apply to a proposed facility modification to a structure, other than a tower, that does not, at the time of submittal of the application, already house or support transmission equipment lawfully installed within or upon, or attached to, the structure.

(5) Interpretations of this chapter shall be guided by Section 6409 of the Spectrum Act; the FCC eligible facilities request rules, the FCC's report and order in *In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, WT Docket Nos. 13-238, 13-32; WC Docket No. 11-59; FCC 14-153; and SMC 17.156.020 (Adoption of findings and conclusions) and 17.156.030 (Purpose and intent) and other applicable local, state, or federal law.

(6) SEPA Review. Unless otherwise provided by law or regulation, decisions pertaining to an eligible facilities modification application are not subject to, and are exempt from, the requirements of RCW 43.21C.030(2)(c), if:

(a) The proposed facilities modification would not increase the height of the eligible support structure by more than 10 percent, or 20 feet, whichever is greater; or

(b) The mounting of equipment that would involve adding an appurtenance to the body of the eligible support structure would not protrude from the edge of the structure more than 20 feet, or more than the width of the structure at the level of the appurtenance, whichever is greater;¹ or

(c) The authority to condition or deny an application pursuant to Chapter 43.21 RCW is preempted, or otherwise supplanted, by Section 6409 of the Spectrum Act.

(7) Nothing herein is intended or shall operate to waive or limit the city's right to enforce, or condition approval on, compliance with generally applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety.

17.205.060 Permit classification.

An eligible facilities modification permit shall be classified as an administrative permit subject to review and approval or denial by the approval authority and classified as a Type I permit process.

17.205.070 Application submittal requirements – Determination of completeness.

(1) This section sets forth the submittal requirements for an eligible facilities modification application. The purpose of the submittal requirements is to ensure that the city has all information and documentation that is reasonably necessary to determine if the applicant's proposed facilities modification will substantially change the physical dimensions of an eligible support structure. The

submittal requirements are not intended to require the applicant to establish the need for the proposed modifications or to justify the business decision to propose such modifications.

(2) No eligible facilities modification application shall be deemed complete unless it is, in writing, accompanied by the applicable application and review fee, includes the required submittals, and is attested to by the authorized person submitting the application on behalf of the applicant, certifying the truth and accuracy of the information provided in the application. The application shall include the following submittals, unless waived by the approval authority:

(a) The following contact information for the authorized person:

(i) Name;

(ii) Title;

(iii) Mailing address;

(iv) Phone number; and

(v) Electronic mail address (optional).

(b) The legal and dba names, mailing address, Washington tax number, and contact phone number(s) of applicant.

(c) If a corporation, the name and address of the registered agent of applicant in Washington State, and the state of incorporation of applicant.

(d) If applicant is an entity, other than a corporation, such as a partnership or limited liability company, the names and business addresses of the principals.

(e) An assertion that the proposed facilities modification is subject to review under Section 6409 of the Spectrum Act or other applicable law.

(f) If the applicant is not the owner or person in control of the eligible support structure and/or site, an attestation that the owner or person in control of the eligible support structure and/or site has consented to the proposed facilities modification shall be required. If the eligible support structure is located in a public right-of-way, the applicant must also attest that

applicant has authorization to install, maintain and operate transmission equipment in, under and above the public right-of-way.

(g) If the applicant proposes a modification involving collocation of transmission equipment or the replacement of transmission equipment, complete copies of the underlying land use approvals for siting of the tower or base station proposed to be modified, establishing that, at the time of submittal of the application, such tower or base station constituted an eligible support structure shall be required.

(h) If the applicant proposes a modification that will result in an increase in height of the eligible support structure, record drawings, as-built plans, or the equivalent, showing the height of the eligible support structure (i) as originally constructed and granted approval by the city or other applicable local zoning or similar regulatory authority, or (ii) as of the most recent modification that received city or other local zoning or regulatory approval, prior to the passage of the Spectrum Act, whichever height is greater, shall be required.

(i) If the applicant proposes a modification to an eligible support structure, which structure, or proposed modification of the same, is subject to preexisting restrictions or requirements imposed by a reviewing official or decision-making body pursuant to authority granted under the city code, or an ordinance or a municipal code of another local government authority, the following shall be required: a copy of the document (e.g., CUP or SUP) setting forth such preexisting restrictions or requirements together with a certification that the proposed facilities modification conforms to such restrictions or requirements; provided, that such certification shall have no application to the extent the proposed facilities modification relates solely to an increase in height, increase in width, addition of cabinets, or new excavation, that does not result in a substantial change in the physical dimensions of the eligible support structure.

(j) If the applicant proposes a modification to an eligible support structure, which structure, or proposed modification of the same, is subject to preexisting concealment restrictions or requirements, or was constructed with concealment elements, the following shall be required:

Applicant shall set forth the facts and circumstances demonstrating that the proposed modification would not defeat the existing concealment elements of the eligible support

structure. If the proposed modification will alter the exterior dimensions or appearance of the eligible support structure, applicant shall include a detailed visual simulation depicting how the eligible support structure will appear after the proposed modification is complete. The visual simulation shall depict to scale the eligible support structure in relation to the trees, landscaping and other structures adjacent to, or in the immediate vicinity of, the eligible support structure.

(k) If the applicant proposes a modification that will protrude from the edge of a non-tower eligible support structure, the following shall be required:

Record drawings, as-built plans, or the equivalent, showing at a minimum the edge of the eligible support structure at the location of the proposed modification.

(l) If the applicant proposes a modification to an eligible support structure that will (i) include any excavation, (ii) would result in a protrusion from the edge of a tower that exceeds an existing protrusion of any transmission equipment attached to a tower, or (iii) would protrude from the edge of a non-tower eligible support structure, the following shall be required:

A description of the boundaries of the site together with a scale drawing based on an accurate traverse, with angular and lineal dimensions, depicting the boundaries of the site in relation to the tower or base station proposed to be modified and depicting the proposed location, elevation and dimensions of the new or replacement transmission equipment. The city may require a survey by a land surveyor licensed in the state of Washington when, in the judgment of the approval authority, a survey is reasonably necessary to verify the boundaries of the site to determine if the proposed facilities modification would result in a substantial change in the physical dimensions of the eligible support structure.

(m) If the applicant proposes a modification to the eligible support structure that includes hardening through structural enhancement, the following shall be required:

A technical report by a qualified engineer accredited by the state of Washington, demonstrating that the structural enhancement is performed in connection with and is necessary to support the proposed collocation, removal, or replacement of transmission equipment and conforms to applicable code requirements. The city may retain the services of an independent technical expert to review, evaluate, and provide an opinion regarding the applicant's demonstration of necessity.

(n) If the applicant proposes a modification to a tower, the following shall be required:

A stamped report by a state of Washington registered professional engineer demonstrating that the tower with the proposed modifications will comply with applicable structural, electrical and safety codes, including by way of example, and not limitation, EIA/TIA-222-Revision G, published by the American National Standards Institute (as amended), allowable wind speed for the applicable zone in which the tower is located, and describing the general structural capacity of the tower with the proposed modifications, including:

(i) The number and type of antennas that can be accommodated;

(ii) The basis for the calculation of capacity; and

(iii) A written statement that the proposal complies with all federal guidelines regarding interference and ANSI standards as adopted by the FCC, including but not limited to nonionizing electromagnetic radiation (NIER) standards. The city may retain the services of an independent technical expert to review, evaluate, and provide an opinion regarding the applicant's demonstration of compliance.

(o) If the applicant proposes a modification to a base station, the following shall be required:

A stamped report by a state of Washington registered professional engineer demonstrating that the base station, with the proposed modifications, will comply with applicable structural, electrical and safety codes.

(p) If the applicant proposes a modification requiring alteration to the eligible support structure, excavation, installation of new equipment cabinets, or any other activities impacting or altering the land, existing structures, fencing, or landscaping on the site, the following shall be required:

A detailed site plan and drawings, showing the true north point, a graphic scale and drawn to an appropriate decimal scale, indicating and depicting: (i) the location, elevation and dimensions of the existing eligible support structure, (ii) the location, elevation and dimensions of the existing transmission equipment, (iii) the location, elevation and dimensions of the transmission equipment, if any, proposed to be collocated or that will replace existing transmission equipment, (iv) the location, elevation and dimensions of any

proposed new equipment cabinets and the intended use of each, (v) any proposed modification to the eligible support structure, (vi) the location of existing structures on the site, including fencing, screening, trees, and other significant site features, and (vii) the location of any areas where excavation is proposed showing the elevations, depths, and width of the proposed excavation and materials and dimensions of the equipment to be placed in the area excavated.

(q) Copies of any environmental documents required by any federal agency. These shall include the environmental assessment required by 47 CFR Part 1 (Part 1 – Practice and Procedure), Section 1.1307, as amended, or, in the event that an FCC environmental assessment is not required, a statement that describes the specific factors that obviate the requirement for an environmental assessment.

(3) The approval authority may waive any submittal requirement upon determination that the required submittal, or part thereof, is not reasonably related to the substantial change criteria. A waiver, to be effective, must be in writing and signed by the approval authority.

(4) An eligible facilities modification application, and any supplemental submittals, shall be deemed received by the city upon the date such application, or supplemental submittal, is filed with the planning department. An application, and any supplemental submittals, must be filed in person during regular business hours of the city and must be accompanied by the applicable permit review fee(s). Any application received by the city without contemporaneous payment, or deposit, of the applicable permit review fees will be rejected.

(5) Completed Application – Determination – Tolling.

(a) The approval authority shall, within 30 days of receipt of the application, review the application for completeness. An application is complete if it includes the applicable permit review fee(s) and contains all of the applicable submittal requirements set forth at subsection (2) of this section, unless waived by the approval authority pursuant to subsection (3) of this section. The determination of completeness shall not preclude the approval authority from requesting additional information or studies either at the time of the determination of completeness or subsequently if new or additional information is required, or substantial changes in the proposed action occur, or the proposed facilities modification is modified by applicant, as determined by the approval authority.

(b) The approval authority shall notify the applicant within 30 days of receipt of the application that the application is incomplete. Such notice shall clearly and specifically delineate all missing documents or information.

(c) The application review period begins to run when the application is received, and may be tolled when the approval authority determines that the application is incomplete and provides notice as set forth below. The application review period may also be tolled by mutual agreement of the approval authority and applicant. The time frame for review is not tolled by a moratorium on the review of eligible facility modification applications.

(i) To toll the time frame for review for incompleteness, the approval authority must provide written notice to the applicant within 30 days of the date of receipt of the application, clearly and specifically delineating all missing documents or information. Such delineated information is limited to submittals set forth in subsection (2) of this section and any supplemental information requested by the approval authority that is reasonably related to determining whether the proposed facilities modification will substantially change the physical dimension of an eligible support structure.

(ii) The time frame for review begins running again when the city is in receipt of applicant's supplemental submission in response to the approval authority's notice of incompleteness.

(iii) Following a supplemental submission, the approval authority shall have 10 days to notify the applicant that the supplemental submission did not provide the information identified in the original notice delineating missing information. The time frame is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection (5)(c)(iii). Except as may be otherwise agreed to by the applicant and the approval authority, second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(iv) A notice of incompleteness from the city will be deemed received by the applicant upon the earlier of personal service upon the authorized person, delivery by electronic mail to the authorized person (if such delivery is authorized for receipt of notice by the authorized person), or three days from deposit of the notice in the United States mail,

postage prepaid, and in an envelope properly addressed to the authorized person using the address set forth in the application.

(d) In the event that after submittal of the application, or as a result of any subsequent submittals, applicant modifies the proposed facilities modification described in the initial application, the application as modified will be considered a new application subject to commencement of a new application review period; provided, that applicant and the approval authority may, in the alternative, enter into a mutually agreeable tolling agreement allowing the city to request additional submittals and additional time that may be reasonably necessary for review of the modified application.

17.205.080 Review of application – Approval.

(1) Review of Application. The approval authority shall review an eligible facilities modification application to determine if the proposed facilities modification is subject to this chapter, and if so, if the proposed facilities modification will result in a substantial change to the physical dimensions of an eligible support structure.

(2) Time Frame for Review. Within 60 days of the date on which the city receives an eligible facilities modification application, less any time period that may be excluded under the tolling provisions of this chapter or a tolling agreement between the applicant and the approval authority, the approval authority shall approve the application and contemporaneously issue an eligible facilities modification permit unless the approval authority determines that the application is not subject to this chapter, or the proposed facilities modification will substantially change the physical dimension of an eligible support structure.

(3) An eligible facilities application shall be approved, and an eligible facilities permit issued, upon determination by the approval authority that the proposed facilities modification is subject to this chapter and that it does not substantially change the physical dimensions of an eligible support structure. An eligible facilities application shall be denied upon determination by the approval authority that the proposed facilities modification is not subject to this chapter or will substantially change the physical dimensions of an eligible support structure. A proposed facilities modification will substantially change the physical dimensions of an eligible support structure if it meets any of the substantial change criteria.

(4) An application that has been deemed approved shall be and constitute the equivalent of an eligible facilities modification permit, except as may be otherwise determined by a court of competent jurisdiction, when the city fails to grant or deny the application within 60 days of the date of filing together with any periods during which the shot clock was tolled, and the applicant has notified the city that the application is deemed granted after the expiration of such period. Applications deemed granted shall be subject to generally applicable enforcement and compliance requirements in the same manner as an eligible facilities modification permit issued pursuant to this chapter.

(5) A denial of an eligible facilities modification application shall set forth in writing the reasons for the denial, and shall be provided to the applicant.

(6) Any eligible facilities modification permit issued pursuant to this chapter, and any application that has been deemed approved due to the city's failure to act, shall be and is conditioned upon compliance with any generally applicable building, structural, electrical, and safety codes and other laws codifying objective standards reasonably related to health and safety. Violation of any such applicable code or standard shall be deemed to be a violation of the eligible facilities modification or deemed approved application.

(7) An eligible facilities modification permit issued pursuant to this chapter, and any deemed approved application, shall be valid for a term of 180 days from the date of issuance, or the date the application is approved or deemed approved.

(8) Notwithstanding any other provisions in the city code, no administrative review is provided for review of a decision to condition, deny or approve an application. Applicant and the city retain any and all remedies that are available at law or in equity, including by way of example and not limitation, those remedies set forth in the FCC eligible facilities request rules and remedies available under the Land Use Petition Act. In the event no other time period is provided at law for bringing an action for a remedy, any action challenging a denial of an application or notice of a deemed approved remedy shall be brought within 30 days following the date of denial or following the date of notification of the deemed approved remedy.

(9) Determination That Application Is Not An Eligible Facilities Request.

If the Planning Director determines that the applicant's request does not qualify as an Eligible Facilities Request, the Planning Director shall deny the application. To the extent additional

information is necessary, the Planning Director may request such information from the applicant to evaluate the application under other provisions of this Chapter and applicable law.

17.205.090 Substantial change criteria.

“Substantial Change” is a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

- a. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
- b. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
- c. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
- d. It entails any excavation or deployment outside the current site;
- e. It would defeat the concealment elements of the eligible support structure; or
- f. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified above.

17.205.100 Nonconforming structure – Termination.

(1) Application. The provisions of this section shall apply to any facilities modification constructed, installed, placed or erected pursuant to an eligible facilities modification permit, or pursuant to a deemed approved remedy, which facilities modification did not conform to zoning and/or development regulations, exclusive of this chapter, in effect at the time the completed eligible facilities modification application was filed.

(2) A facilities modification to which this section applies is subject to termination as a nonconforming structure upon the following conditions:

(a) An appellate court, in a final and non-appealable decision, determines that Section 6409(a) (1) of the Spectrum Act, or other applicable law, is unconstitutional or otherwise determined to be invalid or unenforceable; and

(b) The city provides written notice to the applicant that the city has determined that the facilities modification did not conform to zoning and/or development regulations, exclusive of this chapter, in effect at the time the completed eligible facilities modification application was filed and that the facilities modification constitutes a nonconforming structure pursuant to the provisions hereof and must be made conforming or the facilities modification terminated.

(c) Upon receipt of notice of the city's nonconforming structure determination, applicant shall abate the nonconformance by either conforming the site to the zoning and development regulations in effect at the time the completed eligible facilities modification application was filed, or removing the facilities modification and returning the site to the condition that existed prior to the construction, installation, placement or erection of the facilities modification. The time period for conformance shall be one year from the date of the city's notice of the nonconforming structure determination.

(d) Health and Safety Codes. Nothing in this section shall relieve the applicant from compliance with applicable building, structural, electrical, and safety codes and with other laws codifying objective standards reasonably related to health and safety.

(e) The applicant, or its successors or assigns, may appeal the city's determination of nonconformance to the city hearing examiner by filing a notice of appeal within 10 calendar days of the date of the determination of nonconformance, excluding holidays.

17.205.110 Enforcement – Violation.

Compliance with the provisions of this chapter is mandatory. Any violation hereof is subject to enforcement under the code enforcement provisions of the SMC.

Attachment E

Adoption of New Chapter 17. 210, Regulation of Wireless Communication Facility Franchise

Chapter 17.210

REGULATION OF WIRELESS COMMUNICATION FACILITY FRANCHISE

Sections:

- 17.210.010 Overview.
- 17.210.020 Definition.
- 17.210.030 Franchise Application.
- 17.210.040 Designation of Facilities.
- 17.210.050 Implementation: Small Cell Permits
- 17.210.060 Review process.
- 17.210.070 Right-of way permit for small cells and deviations
- 17.210.070 Facilities designated in the franchise and/or small cell permit application.
- 17.210.080 Small cell permit and minor deviations.
- 17.210.090 Significant Deviations.
- 17.210.100 Franchise and small cell deployment facility approvals and processes.
- 17.210.110 Small Cell
- 17.210.120 Small Cell Facilities in Underground areas or design zones
- 17.210.130 Compliance with State Processing Limitations.
- 17.210.140 Determination that an Application is not an Eligible Facilities Request.

17.210.010 Overview and Purpose.

In order to manage its right-of-way in a thoughtful manner which balances the need to accommodate new and evolving technologies with the preservation of the natural and aesthetic environment of the City while complying with the requirements of State and federal law, the City of Stanwood has adopted this process for the deployment of small cell and microcell technology. Service providers who seek to utilize the public right-of-way for small cell deployment in order to provide wireless communication, data transmission or other related services to the citizens of the City must have a valid franchise to provide the specific service seeking to utilize the right-of- way and a Small Cell Permit to deploy the technology. Entities with franchises who wish to utilize a

small cell deployment to upgrade or expand their existing services shall utilize the processes set forth in this ordinance and through implementing Small Cell Permits to deploy their technology and obtain design approval of specific installations. The Small Cell Permit process administers deployment under the franchise. An entity without a franchise shall apply for a franchise and adjunct Small Cell Permit which shall be processed concurrently as one Master Permit within the meaning of RCW 35.99.010(3) and 35.99.030.

1. Nothing in this ordinance revises or diminishes the rights and obligations of an existing franchise.
2. The term “small cell deployment” shall include the deployment of small cell facilities, microcells and small cell networks as those terms are defined by RCW 80.36.375 or as otherwise defined by law. Small cell deployment elements which require SEPA review may utilize these processes only in conjunction with SEPA review.

17.210.020 Definitions.

Definitions related to this chapter are as set forth in chapter 17.200 SMC.

17.210.030 Franchise Application.

Applicants shall apply using the City’s franchise application form and submit a fee according to the City’s fee schedule deposit commensurate with the estimated administrative costs of processing an application for a franchise. The fee deposit level shall be set by City Council Resolution. The Director is charged with administration of small cell deployments and other wireless communication review processes established in Stanwood Municipal Code. Subsequent to the approval of a franchise, a new pole or expansion beyond the dimensions or volume of small cell facility which exceeds the cumulative total provided by the definition of a small cell or microcell facility in RCW 80.36.375 shall require an amendment to the franchise agreement.

17.210.040 Designation of Facilities.

- A. The application shall provide:
 - i. Specific locational information including GIS coordinates of all facilities,
 - ii. Specify whether and where small cell facilities are to be located on existing utility poles including City-owned light standards (included in the definition of utility pole), or
 - iii. Whether and where small cell facilities are to utilize replacement utility poles, new poles, towers, and/or other structures.
- B. Conduit and/or ground-mounted equipment necessary for and intended for use in the deployment shall also be specified regardless of whether the additional facilities are to be constructed by the applicant or leased from an infrastructure provider.
- C. Detailed schematics and visual renderings of the facilities shall be provided by the applicant.

D. Failure to provide sufficient detail may result in a later finding of a significant change in the facility if significant elements of the facility were not shown on the originally approved franchise exhibit. Failure to include significant elements may also result in the requirement that new or undocumented elements complete the approval processes detailed in this Chapter and in other applicable provisions of Stanwood Municipal Code.

17.210.050 Implementation: Small Cell Permits.

The rights granted under the franchise are implemented through the issuance of Small Cell Permits. The franchise application may be accompanied by one or more applications for a Small Cell Permit to deploy small cells. An initial franchise and all related Small Cell Permit applications shall be processed concurrently as one Master Permit.

a. Up to thirty (30) sites may be specified in one Small Cell Permit application for processing. The Director may approve up to five (5) additional sites in order to consider small cell sites within one logical service area in one application

b. Issuance of a Small Cell Permit to install a small cell deployment shall be contingent upon approval of a franchise or the possession of a valid franchise.

c. If more than one application for a Small Cell Permit is submitted by an applicant, they shall be considered in the order received. If multiple applications are submitted on the same date, the applicant shall indicate which application should be considered first. All Small Cell Permits which are submitted in conjunction with a franchise application shall be considered as one Master Permit. Any element of a deployment which qualifies as either an Eligible Facilities Request or a collocation shall be specifically designated by the applicant and may be addressed separately by the Director in order to comply with the shot clocks established by federal law and other applicable regulations.

d. The Director may approve, deny or conditionally approve all or any portion of the sites proposed in the Small Cell Permit application.

e. Any application for a franchise or Small Cell Permit which contains an element which is not exempt from SEPA review shall simultaneously apply under Chapter 43.21C RCW and other applicable regulations.

f. Radio Frequency (RF) Certification. The applicant shall submit a sworn affidavit signed by an RF Engineer with knowledge of the proposed project affirming that the small cell deployment will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the small cell facility and associated wireless backhaul will operate. An existing franchisee applying for a Small Cell Permit for small cell deployment shall provide an RF certification for all facilities included in the deployment which are to be installed by the Franchisee. If facilities necessary to the Small Cell Deployment are to be provided by another franchisee, then the Small Cell Deployment in the initial franchise or in a subsequent Small Cell Permit shall be conditioned on an RF Certification showing the cumulative impact of the RF emissions on the entire installation. If facilities necessary to the Small Cell Deployment are to be provided by another franchisee or in a subsequent, the Use Permit to deploy such facilities shall be contingent on submittal of an RF Certification by the other franchisee for such facilities, if such facilities will emit RF emissions, this

RF Certification shall address the cumulative impact of the RF emissions and certify compliance with federal requirements.

g. Regulatory Authorization. Issuance of the Use Permit for the facilities shall also be contingent upon the applicant's provision of proof of FCC and other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed.

h. Completeness; Franchise and Small Cell Applications. The Director or his/her designee shall review an application for completeness and notify the applicant within thirty (30) days of submission whether the application is complete, provided, however, that an applicant may consent to a different completeness review period. A service provider may resubmit an incomplete application within sixty (60) days of notice by the Director. Failure to resubmit an application in a timely manner shall be deemed a withdrawal of that application. An applicant shall be notified in writing of the approval or denial of the application. No application shall be deemed complete without the fee deposit set by the Director.

17.210.060 Review Process.

The following provisions relate to applications for a franchise or Small Cell Permit for small cell deployments.

A. Review of Facilities.

Review of the site locations proposed by the applicant shall be governed by the provisions of 47 USC 253 and 47 USC 332 and applicable case law. Applicants for franchises and the Small Cell Permits which implement the franchise shall be treated in a competitively neutral and non-discriminatory manner with other service providers utilizing supporting infrastructure which is functionally equivalent, that is, service providers whose facilities are similarly situated in terms of structure, placement or cumulative impacts. Franchise and Small Cell Permit review under this chapter shall neither prohibit nor have the effect of prohibiting the ability of an applicant to provide telecommunications services.

B. Concealment for Small Cell.

In any zone not designated by for design review, upon application for a Small Cell Permit or for facilities designated within a franchise, the City will permit small cell deployment on existing utility poles conforming to the City's generally applicable pole design standard adopted pursuant to city code or street and utility standards. Accordingly, small cell facilities installed pursuant to this concealment authorization may not be expanded pursuant to an Eligible Facilities Request unless the Director determines that such expansion does not defeat the concealment elements of the facilities as outlined in this chapter. The applicable design standards are as follows:

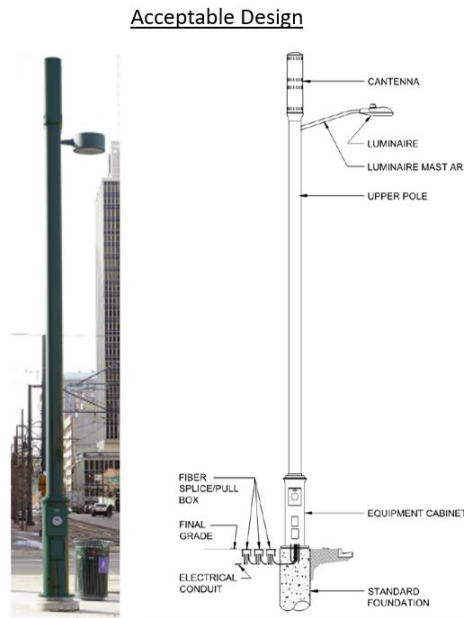
1. Design Standards.

- a. No Colocation. Each wooden utility pole may not contain more than one small cell facility.

- b. **Height Restrictions.** All small cell facilities shall be in compliance with height restrictions applicable to poles and other structures as stated in Chapter 17.220. The director may approve deviations as described in this chapter.
- c. **New and Replacement Poles.** The new or replacement poles shall match height, color and material of the original or adjacent poles and shall be subject to approval by the director. The director may approve deviations as described in this chapter.
- d. **Interior Concealment.** Whenever technologically feasible, antennas and equipment shall be fully concealed within the utility or light pole. When interior concealment is not possible, such as when attached to a wooden utility pole or due to American with Disabilities Act (ADA) requirements, antennas and equipment shall be camouflaged to appear to be an integrated part of the utility or light pole.
- e. **Flush-Mounted Standoff Brackets or Pole-Top Antennas.** In situations when interior concealment pursuant to subsection (B)(1)(d) of this section is not possible, installation of an antenna on a pole shall be flush mounted, if feasible or located at the top of the pole. Flush mounting includes using brackets that offset the inside edge of such equipment from the utility pole by twelve inches or less, except as otherwise required by the pole owner or a controlling electrical code such as the National Electrical Safety Code, National Electric Code or State Electrical Code and when approved by the city. Standoff brackets are permitted so long as the antennas are mounted as close to the pole as technically feasible, but no more than twelve inches off the pole.
- f. **Antenna Design.** Antennas shall be located in an enclosure of no more than three cubic feet in volume, or in case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet. No more than four antennas are permitted on a single utility pole and with a total volume not to exceed nine cubic feet.
- g. **Primary Equipment Enclosure Location and Dimensions.** The applicant shall minimize the primary equipment enclosure space and use the smallest amount of enclosure possible to fit the necessary equipment. The primary equipment enclosure shall be located using one of the following methods:

- i. Concealed completely within the pole or pole base. If within the pole base, the base shall meet the ADA requirements and not impact the pedestrian access route.
 - ii. Located on a pole. If located on a pole, the equipment enclosure shall be seventeen cubic feet or less in size.
 - iii. Underground in a utility vault. If located underground, the access lid to the primary equipment enclosure shall be located outside the footprint of any pedestrian curb ramp and shall have a nonskid surface meeting ADA requirements if located within an existing pedestrian access route.
 - iv. On private property. If located on private property, the applicant shall submit a copy of an executed easement or lease agreement with the private property owner prior to the right-of-way permit issuance. In addition, if the private property is zoned residential, the applicant shall comply with the requirements of applicable zoning code chapter.
- h. Material and Color. Small cell facility antennas, conduit, mounting hardware and cabinets shall be painted to match the color of the pole and shall be non-reflective.
- i. No Illumination. Small cell facilities shall not be illuminated.
- j. Generators and Backup Battery. Applicant shall not install any generators or backup battery power.
- k. Underground Areas and Design Zone Aesthetics. The design plans for all small cell facilities in design zones shall be compatible with the character and aesthetics of the neighborhoods, plazas, boulevards, parks, public spaces, and commercial districts located in whole or in part within the design zone. Applicant shall propose design concepts and the use of camouflage or stealth materials, as necessary to blend its installations with the overall character of the design zone. Applicants are encouraged to meet with the city prior to submitting a concealment element plan subject to this section and other applicable city code.

Examples of Unacceptable and Acceptable Small Cell Facilities



Design Specification

Conduit, mounting bracket, and other hardware must be hidden from view

Cantenna must include a smooth transition between the upper pole and cantenna attachment

The equipment cabinet must match the shape of the pole

Electrical conduit and box must be below final grade level

Unacceptable Design



Cantenna must include a smooth transition between the upper pole and cantenna

Conduit, mounting bracket and other hardware must be hidden from view

All conduit, wires and other hardware shall be located internal to the upper pole.

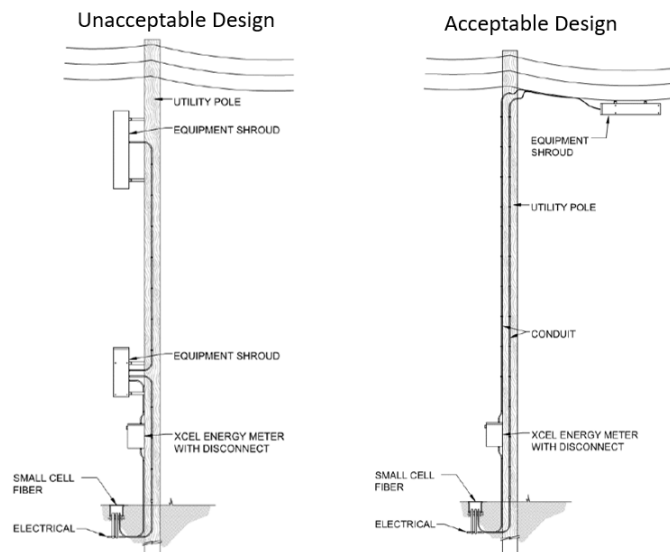
Acceptable Design





Examples of a poorly designed small cell facility

Examples for Utility Poles



**Examples of Utility Pole Design
(Subject to Approval of the Utility)**

I. Placement Requirements. Small cell facilities and street light poles shall only be located where an existing pole can be removed and replaced or at a new location where it has been identified that a streetlight is necessary. Poles shall be placed as follows:

- i. In a manner that does not impede, obstruct, or hinder pedestrian or vehicle travel.

ii. In alignment with existing trees, utility poles, and streetlights. Placement should be within the street amenity zone.

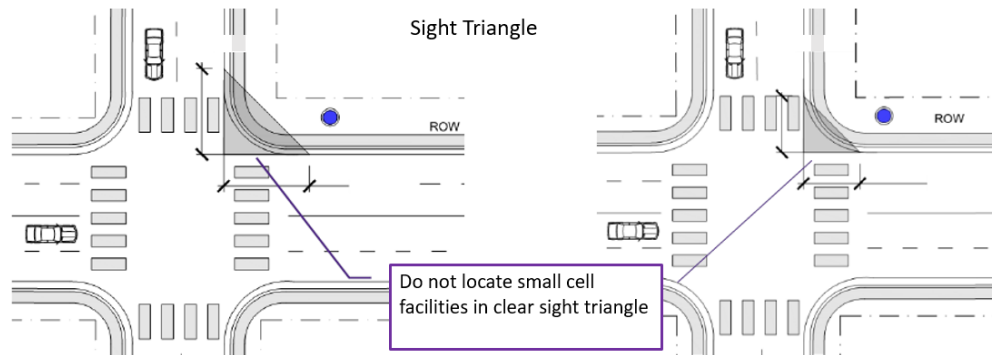
iii. Equal distance between trees when possible, with a minimum of 15 foot separation such that no proposed disturbance shall occur within the critical root zone of any tree.

Small Cell Facilities within the Amenity Zone



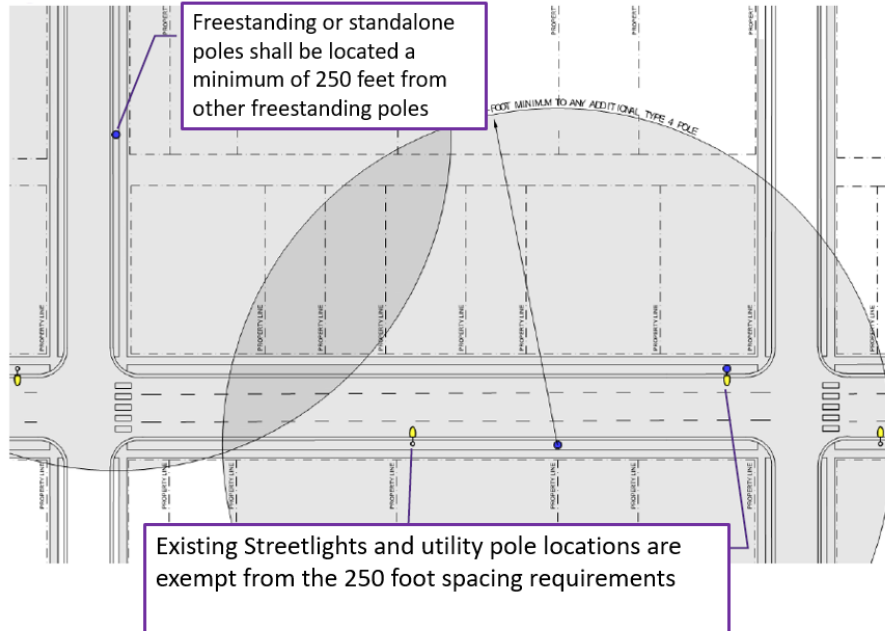
iv. With appropriate clearance from existing utilities.

v. Outside the sight distance triangle at intersections; including alleys.



vi. New standalone poles shall be separated by at least 250 feet in circumference.

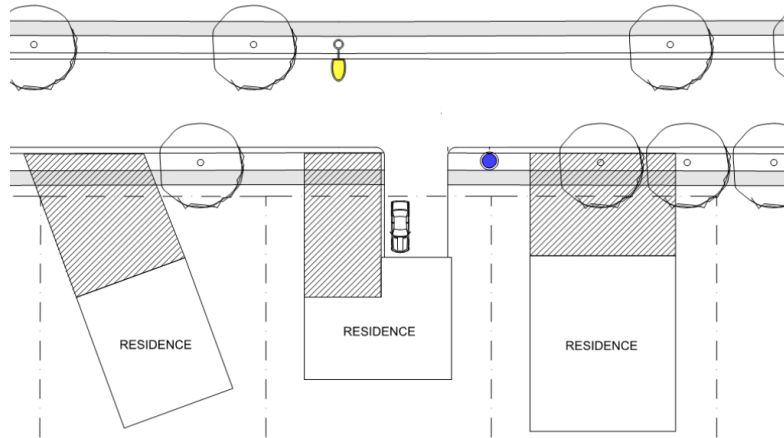
Freestanding Small Cell Spacing Radius:



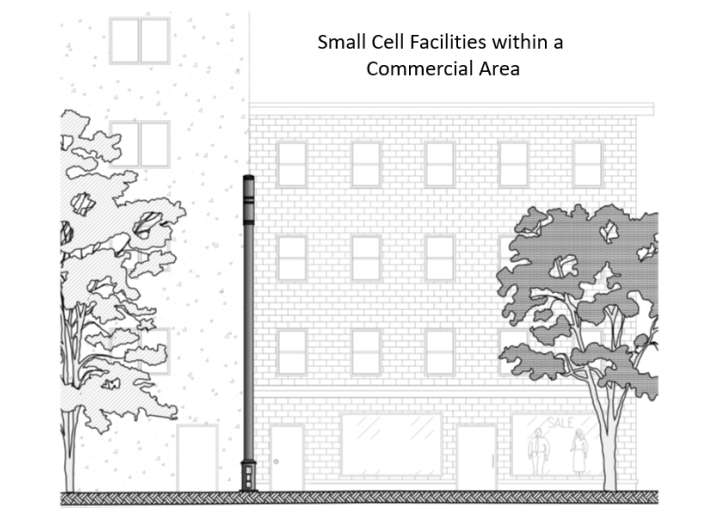
- vii. Small cells shall not be installed between the perpendicular extension of the primary street facing wall plane of any single family residence.

Small Cell Locations Between Property Lines and Trees





viii. When located adjacent to a commercial establishment, small cells shall be located away from store front windows, primary walkways, entrances or exits.



2. Third Party Requirements.

- a. All installations of small cell facilities must have permission from the pole/structure owner to install facilities on such structure.
- b. Governing Construction or Electrical Code. All installations of small cell facilities shall comply with any governing construction or electrical code such as the National Electrical Safety Code, the National Electric Code or state electrical code, as

applicable. All installations of ground-mounted or replacement structures shall comply with the city's adopted standards for construction in the right-of-way.

c. Electrical Connection. The city is not responsible for providing electricity to small cell facilities. Any third party utility providing such electricity must obtain a franchise from the city prior to operating in the rights-of-way.

d. Transport/Telecommunications Connection. The city is not responsible for providing transport connectivity (i.e., fiber) to small cell facilities. Any third party utility providing such transport connectivity must obtain a franchise from the city prior to operating in the rights-of-way.

C. Ground-mounted equipment—ADA compliance required.

In areas of the city where overhead utility lines have been undergrounded (undergrounded areas), in designated design zones and in other areas where necessary to permit full use of the public right-of-way by pedestrians, bicycles and other users, all ground-mounted equipment shall be undergrounded in a vault meeting the city's construction standards. The location of ground-mounted equipment (to the extent undergrounding such equipment is not technologically feasible), a replacement pole or street light shall comply with the Americans with Disabilities Act (ADA), city development standards, and state and federal regulations in order to provide a clear and safe passage within the public right-of-way. Ground-mounted equipment is also permitted on private property adjacent to the public right-of-way with a recorded easement or lease agreement.

D. Design Review.

Small cell deployment, as well as certain new or replacement facilities, are subject to applicable design review and other zoning code requirements as set forth in the Stanwood municipal code.

E. Public Comment.

The City shall provide notice of a complete application for a franchise on the City's website with a link to the franchise application. This notice requirement shall also apply to existing franchisees applying for a Small Cell Permit for small cell deployment. The notice shall include an email contact and telephone number for the applicant to answer citizen inquiries. The applicant is encouraged to host informational meetings for the public regarding the deployment. The City shall post meeting notices, if any, for informational meetings on its website. These meetings are for the public's information and are neither hearings nor part of any land use appeal process.

17.210.70 Right-of way permit for small cells and deviations.

A. The director shall review applications for a right-of-way permit for a small cell deployment approved by a franchise or described in a concurrent franchise application. Deviations of the plans submitted may be approved by the director if the dimensions or volume of small cell facilities do not exceed the cumulative total provided by the definition of a small cell or microcell facility in RCW 80.36.375 and concealment technologies referenced in the exhibits to the franchise or design standards. A deviation may be approved by the director in the following circumstances:

1. An increase in height of up to ten feet above the top of the existing pole.
2. An increase in height exceeding ten feet above the top of the existing pole if required by the utility company for safety and/or operational purposes. The replacement pole shall be installed by the utility company.
3. Replacement components of an existing, approved small cell facility, and the addition of antennas on a pole that exceed a cumulative total of nine cubic feet shall be considered a deviation. Provided, however, that in each instance the replacement components are consistent with the intent of the concealment features set by city's generally applicable pole design standard adopted pursuant to the franchise, or applicable city code.

B. Right-of-way permits to install small cell facilities including approval of deviations shall be processed within ninety days of receipt of a complete application and final approval of a franchise, whichever occurs last. A right-of-way use permit for small cell deployment is a police power regulation adopted pursuant to RCW 35.99.040(2) and accordingly is not subject to the thirty-day use permit issuance requirement contained in RCW 35.99.030(2).

C. The decision of the director to approve or deny a right-of-way permit for a small cell facility with a deviation, if any, shall be final and is not subject to appeal under city code or further legislative review.

D. Wireless communication facilities other than small cell deployment in the public right-of-way shall be reviewed pursuant to Section 17.220.

17.210.070 Facilities Designated in the Franchise and/or Small Cell Permit Application.

Small cell deployments may be approved by reference to exhibits in an approved franchise. Approval of the franchise shall be deemed to approve the site and the design of small cell facilities

set forth in the franchise. This approval is limited to the specific location, facility and design elements shown on the exhibits to the franchise. Any element not shown on an exhibit must be approved by the Director governing review processes listed in the applicable provisions of the SMC. All facilities shall comply with the concealment standards adopted by the City. An existing franchisee may, at its option:

1. Apply to amend the existing franchise to designate sites for small cell deployment, as well as approve the small cell facilities to be installed and the concealment measures to be utilized; and/or
2. Apply for a Small Cell Permit which shall include:
 - (i) Small cell facilities to be installed on existing utility poles, or replacement poles which do not exceed 10 feet in additional height; utilize the concealment option provided this chapter; and/or
 - (ii) Small cell facilities which comply with generally applicable objective design standards adopted by the City; and/or
 - (iii) Small cell facilities which require new utility poles or for replacement poles which exceed 10 feet in additional, height, new utility poles or installations in a specially designated zone or overlay, utilize the applicable design approval procedures set adopted by the City.

17.210.080 Small Cell Permit and Minor Deviations.

1. The Director shall review applications for Small Cell Permits for small cell deployments approved by a franchise or described in a concurrent franchise application. The Director may authorize minor deviations in the Small Cell Permit from the dimensional design and concealment technologies referenced in the exhibits to the franchise or design standards.
2. A deviation in height of the pole of up to ten (10) feet above the height of the existing pole when required for separation established for the zoning district, by the franchise or from a design approved for a specially designated design zone may be permitted.
3. Deviations in the dimensions or volume of small cell facilities which do not exceed the cumulative total provided by the definition of a small cell or microcell facility in RCW 80.36.375 may be considered a minor deviation when an applicant replaces components of an existing, approved small cell facility. Similarly, the addition of antennae on a pole, not to exceed a cumulative total of six (6) cubic feet shall be considered a minor deviation. Provided, however, that in each instance the new or revised facilities do not defeat the concealment features set by City's generally applicable pole design standard adopted pursuant to the franchise, or city code.

4. Small Cell Permits to install facilities including approval of minor deviations shall be processed within ninety (90) days of receipt of a complete application and final approval of a franchise, whichever occurs last.

5. The decision of the Director to approve a Small Cell Permit with a minor deviation, if any, shall be final and is not subject to appeal under City code or further legislative review.

17.210.090 Significant Deviations.

Any request for significant deviations from the approved small cell facilities design designated in the franchise, Small Cell Permit or City's design standards shall be considered a Type III permit under the provisions of Chapter 17.81A SMC. An applicant seeking approval of a new pole or a replacement pole in a specially designated specially designated design zone shall be subject to the same review process as identified in 17.210 SMC.

17.210.100 Wireless Communication Franchise and Small Cell Deployment Facility Approvals and Processes

Approval of a franchise, Small Cell Permit and/or other approval referenced in this chapter are conditioned on the following requirements:

1. Satisfy applicable bulk requirements such as noise and light regulations.
2. Comply with adopted design and concealment standards, applicable to replacement utility poles and new utility poles in a Design Zone or Undergrounded Areas District.
3. Obtain the written approval of the owner of any utility pole for the installation of its facilities on such utility pole. Approval of a franchise does not authorize attachment to City- owned utility poles or other structures.
4. Unless specifically provided for in a franchise, obtain a lease from the City to utilize the City's ground space for the installation of any new pole, a replacement utility pole over sixty (60) feet or to locate any new ground based structure, base station or other attendant equipment on City right-of-way or City property;
5. Comply with all City construction standards and State and federal codes when operating in the right-of-way and obtain a required permit to enter the right-of-way.
6. A franchise which includes a facility which is not exempt from SEPA review shall be processed in the provisions of chapter 17.210 SMC

7. Small Cell facilities approved pursuant to this chapter shall be considered as an outright permitted use when located within the right-of-way.

17.210.100 Small Cell Application Review.

1. Application. The Director shall prepare and make publicly available an application form which shall be limited to the information necessary for the City to consider whether an application is an Eligible Facilities Request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.

2. Type of Review. Upon receipt of an application for an Eligible Facilities Request pursuant to this Chapter, the Director shall review such application to determine whether the application qualifies as an Eligible Facilities Request.

3. Timeframe for Review. Within sixty (60) days of the date on which an applicant submits an application seeking approval under this Chapter, the Director shall approve the application unless it determines that the application is not covered by this Section.

4. Tolling of the Time Frame for Review. The sixty (60) day review period begins to run when the application is filed, and may be tolled only by mutual agreement by the Director and the applicant or in cases where the Director determines that the application is incomplete. The timeframe for review of an Eligible Facilities Request is not tolled by a moratorium on the review of applications.

- a. To toll the timeframe for incompleteness, the Director shall provide written notice to the applicant within thirty (30) days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application.
- b. The timeframe for review begins running again when the applicant makes supplemental submission in response to the Director's notice of incompleteness.
- c. Following a supplemental submission, the Director will notify the applicant within ten (10) days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this sub-section. Second or subsequent notice of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

17.210.120 Small cell facilities in undergrounded areas or design zones.

A. Replacement poles over forty-five feet in height and new street lights for small cell facilities to be constructed in any undergrounded area or design zone are permitted only when the applicant establishes that:

1. The small cell facility cannot be located on an electrical transmission tower or on a site outside of the public right-of-way such as a public park, public property, or in or on a nonresidential use in a residential zone whether by roof or panel-mount or separate structure; and
2. The proposed facility complies with an approved stealth installation plan as described in this section for an undergrounded area or design zone; and
3. The facilities shall comply with critical areas requirements and SEPA, if applicable; and
4. The applicant shall enter into an agreement with the owner of any new or replacement utility pole and/or street light within the public right-of-way and provide an executed copy of the agreement to the city prior to right-of-way permit issuance.

B. **Stealth Installation Plan Required.** Applications for proposed installations in underground areas and design zones which deviate for existing city design standards (or if the city has not created a design standard for that particular area) shall be required to submit a stealth installation plan. Such plan shall include the design of the screening, fencing or other concealment technology for a base station, tower, utility pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed wireless facility, including but not limited to fiber and power connections.

1. **Purpose of Stealth Installation Plan, Generally.** Stealth installation plans should seek to minimize the visual obtrusiveness of installations using methods including, but not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color and texture—or the appearance thereof—as the surface against which the installation will be seen or on which it will be installed.
2. Other stealth approaches may include, but not be limited to, use of architectural concealment products, fencing or screening materials, and where appropriate, landscape design, or any other camouflage strategies appropriate for the type of installation.

Additionally, the use of a stealth support or concealment device, such as a clock tower, steeple, flagpole, tree, street sign, or other applicable concealment structure may be approved.

3. The director shall apply this section, as well as all design requirements applicable in the underground area or design zone in which an installation is proposed.

4. Review of Stealth Installation Plan for Non-substantial Change Colocations. Where a proposed collocation does not constitute a substantial change, a stealth installation plan shall be subject to ministerial review to ensure the proposed collocation does not defeat the concealment features approved as part of the initial installation at that location.

5. Review of Stealth Installation Plan for Initial Installations and Substantial Change Colocations. For initial installations and substantial change colocations in underground areas and design zones, the director shall conduct an administrative review of stealth installation plans for compliance with this section and all applicable city design guidelines.

C. Replacement Utility Pole—Street Lighting. With the director's approval, a replacement utility pole or a request for a new utility pole may be permitted in the form of a new street light. The design of the street light shall be consistent with the existing street lights, subject to the director's approval. All equipment and cabling shall be internal to the replacement street lighting standard. See examples below.



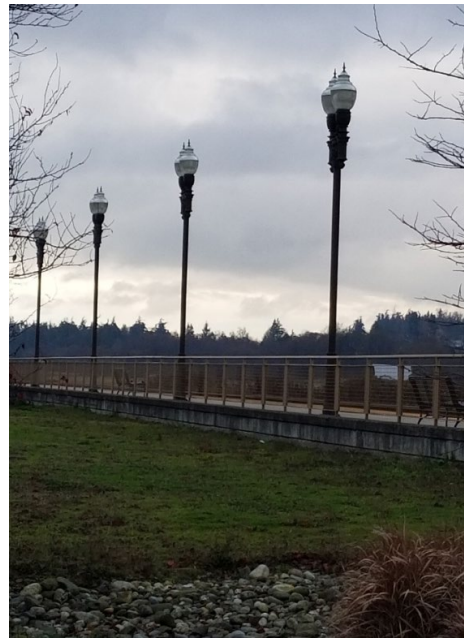
Downtown Main Street (271st Street)



Downtown (88th Avenue)



Downtown (Train Station)



Downtown (Train Station)

	
Downtown (City Hall)	Downtown (92nd Avenue)

D. Undergrounded Areas. It is the stated policy of the city that all utilities shall be underground in areas that are currently underground. No new utility poles shall be erected in undergrounded areas. The applicant may request to install a new street light as provided in applicable city code.

E. Franchise and Small Cell Deployment Facility Approvals and Processes. Approval of a franchise, right-of-way permit and/or other approval referenced in this chapter are conditioned on the following requirements:

1. Satisfy applicable design requirements, including, but not limited to, noise and light regulations.
2. Comply with adopted design and concealment standards, applicable to replacement utility poles and new utility poles in a design zone or undergrounded areas.
3. Obtain the written approval of the owner of any utility pole for the installation of its facilities on such utility pole. Unless specifically provided for in a franchise agreement, approval of a franchise does not authorize attachment to city-owned utility poles or other structures.
4. Comply with all city construction standards and state and federal codes and standards when operating in the right-of-way and obtain a required permit to enter the right-of-way.

5. A right-of-way permit for small cell deployment which includes a facility not exempt from SEPA review shall be processed in the provisions of the applicable city code.

17.210.130 Compliance with State Processing Limitations.

Review of franchise and Small Cell Permits shall comply with the provisions of RCW 35.99.030. Applications shall be reviewed, completeness determined and the timeframe tolled as provided in Chapter 17.210.060 SMC. A right-of-way use permit for small cell deployment is a police power regulation adopted pursuant to RCW 35.99.040(2) and accordingly is not subject to the thirty-day use permit issuance requirement contained in RCW 35.99.030(2).

17.210.140 Determination That An Application Is Not An Eligible Facilities Request.

If the Director determines that the applicant's request does not qualify as an Eligible Facilities Request, the Director shall deny the application. To the extent additional information is necessary, the Director may request such information from the applicant to evaluate the application under other provisions of this Chapter and applicable law.

17.210.150 Additional review procedures.

Wireless communication facilities, including small cell facilities permitted pursuant to this chapter, are required to comply with all other applicable review procedures and regulations duly adopted by city code.

Attachment F

Adoption of New Chapter 17. 220, Wireless Communication Facilities (WCF) Attached and Detached

Chapter 17.220

WIRELESS COMMUNICATION FACILITIES (WCF) ATTACHED AND DETACHED

Sections:

- 17.220.010** Purpose.
- 17.220.020** Exemptions
- 17.220.030** Permitted Locations
- 17.220.040** General Provisions
- 17.220.050** Overall performance standards.
- 17.220.060** Application review time frame.
- 17.220.070** Additional review procedures.

17.220.010 Purpose.

In order to implement the purposes and policy set forth in the city's comprehensive plan, this chapter provides design and review procedures for wireless communications facilities. These provisions are intended to provide objective design criteria to assist in minimizing the visually obtrusive impacts which can be associated with wireless communications facilities and to encourage creative approaches in the location and construction of wireless communications facilities. Congress and the Federal Communications Commission ("FCC") have, pursuant to the authority granted by 47 USC Section 253(c) and 47 USC Section 332(a), required local governments to act on wireless communication facility applications within a reasonable period of time and have established time limits or "shot clocks" for local review. Accordingly, the city adopts the following time limits for review of applications for eligible facility requests, and other approvals for service providers of telecommunication services.

17.220.020 Exemptions.

The following are exempt from the provisions of this chapter and shall be permitted in all zones under an administrative review:

- (1) Industrial processing equipment and scientific or medical equipment using frequencies regulated by the FCC.
- (2) Antennas and related equipment no more than three feet in height that are being stored, shipped, or displayed for sale.

- (3) Facilities used exclusively for purposes of public safety, such as, but not limited to, police, hospitals, and the regional 911 system.
- (4) Wireless radio utilized for temporary emergency communications in the event of a disaster.
- (5) Licensed amateur (ham) radio stations.
- (6) Satellite dish antennas less than two meters in diameter, including direct to home satellite services, when used as a secondary use of the property.
- (7) WCF which existed on or prior to the effective date of the ordinance codified in this chapter, except that this exemption does not apply to modifications of existing facilities.
- (8) Routine maintenance or repair of a WCF and related equipment (excluding structural work or changes in height or dimensions of antennas, towers, or buildings); provided, that compliance with the standards of this chapter are maintained.
- (9) Subject to compliance with all other applicable standards of this chapter, a building permit application need not be filed for emergency repair or maintenance of a personal wireless communications facility until 10 days after the completion of such emergency activity.

17.220.030 Permitted locations.

- 1. New Towers. New freestanding towers may be located in the general commercial (GC) and general industrial (GI) zoning districts and upon any property containing an existing public use within any zoning district.
- 2. Co-location and Minor Facilities. WCFs may also be placed on the following existing buildings or structures:
 - (a) Co-location on existing, lawfully established monopole, lattice or guyed towers.
 - (b) Minor facilities located on existing nonresidential buildings.
- 3. WCFs located on existing light standards and power poles within public rights-of-way; provided, however, that only one WCF shall be located on any light standard or power pole.
- 4. Lattice and guyed towers shall not be permitted in the city.

17.220.040 General Provisions.

- (1) Principal or Accessory Use. WCFs may be considered either principal or accessory uses. A different use of an existing structure on the same lot shall not preclude the installation of a WCF on that lot.

(2) Not Essential Public Facilities. WCFs are not considered essential public facilities as defined in the Growth Management Act and shall not be regulated or permitted as essential public facilities.

(3) FCC Licensing. The applicant must demonstrate that it is licensed by the FCC, acting on behalf of an FCC-licensed carrier, or that such a license is not required under FCC regulations.

(4) Lot Size. For purposes of determining whether the installation of a WCF complies with development standards, such as, but not limited to, setback and lot coverage requirements, the dimensions of the entire lot shall control, even though a WCF is located on a leased portion of a lot.

(5) Signs. No wireless equipment shall be used for the purpose of mounting signs or message displays of any kind, other than safety warnings required by law and identification information convenient to the facility owner not exceeding 12 inches by 18 inches.

(6) Lighting. WCFs shall not be artificially lighted unless required by the FAA or other applicable authority.

(7) Cumulative Effects. The city shall consider the cumulative visual effects of WCFs mounted on existing structures and/or located on a given permitted site in determining whether additional permits can be granted so as not to adversely affect the visual character of the city.

(8) City Design Standards. WCF installations shall comply with all relevant provisions of the city of Stanwood design standards.

(9) Business License. All applicants shall obtain a city of Stanwood business license, if required, prior to issuance of any permits.

17.220.050 Overall performance standards.

Wireless Communication Facilities (WCF) (Attached and Detached). Attached and detached wireless communications facilities other than small cell facilities permitted pursuant to Chapter 17.210 or eligible facilities requests shall meet the following performance standards:

- (1) All WCFs shall be screened or camouflaged by employing the best available technology. This may be accomplished by use of vegetative screening, compatible materials, location, color, stealth technologies which cause the WCF to appear to be something other than a WCF that is already presenting the visual landscape (e.g., grain silos, flag poles, church steeples, trees, etc.). Building-mounted WCFs shall also comply with the screening standards of Chapter [17.112](#) SMC, Architectural Design Standards.

- (2) Separation Distance. In all single-family residential and commercial districts, detached WCFs except for small cell facilities shall be separated by a distance equal to or greater than one thousand three hundred twenty linear feet. WCFs that are co-located upon a single support structure shall count as a single WCF for the purposes of this subsection.
- (3) WCFs mounted on existing nonresidential buildings and structures or co-located on existing support structures are permitted with an administrative review and a building permit approved by the planning director. For the purposes of Chapter 17.80 SMC, these proposals shall be considered minor development proposals. Such proposals shall be approved if the following conditions are met:
- (a) For minor, building-mounted WCFs, the combined antennas and supporting hardware shall not extend more than 10 feet above the roof structure. Antennas may be mounted to rooftop appurtenances provided they do not extend beyond 10 feet above the roof proper.
 - (b) For WCFs located on light standards and power poles, all ancillary equipment must be located underground and only one whip antenna less than 10 feet in height or one tubular antenna less than six feet in height shall be permitted. In the event that an electric utility located upon the power pole requires vertical separation between its electric facilities and the antenna so mounted, the antenna may be raised by a mount to accommodate the separation requirement to an elevation not exceeding an additional 10 feet for power poles less than or equal to 40 feet in height or 15 feet for power poles greater than 40 feet in height or the required separation, whichever is less. Any such mount shall be no greater in diameter than the existing power pole and shall be designed to blend into the colors and textures of the existing power pole. The height of such a replacement pole may be increased to accommodate the utility separation requirements as provided in the preceding sentence.
 - (c) To the greatest extent possible, antennas shall be camouflaged, located and/or designed to minimize visual and aesthetic impacts to surrounding land uses and structures and shall blend into the existing environment. Panel and parabolic antennas shall be completely screened, camouflaged, or disguised.
 - (d) Where applicable, antennas shall meet architectural design standards as required in Chapter [17.112](#) SMC.
- (4) New freestanding WCFs, all nonexempt repair and maintenance, the expansion and/or alteration of existing WCFs, and all other WCFs not meeting the criteria for an administrative review under subsection (2) of this section require a conditional use permit to be issued by the city's hearing examiner. For the purpose of Chapter 17.80 SMC, these proposals shall be considered major development proposals. Such proposals shall conform to the following site development standards:
- (a) Monopoles.

(i) No monopole shall exceed 120 feet in height from the natural grade of the site. Height shall be measured from the ground to the highest point on the WCF. Such facilities shall be located in such a manner that at least 80 percent of the tower is screened by existing buildings or trees. There shall be a minimum of at least 15 existing or newly planted trees evenly spaced within 50 feet of the tower in such a manner that the maximum screening effect is achieved. Any new trees shall be at least 15 feet in height and maintained in a healthy condition at all times. In the event that any such tree shall become diseased or suffer other mortality, it shall be replaced with a tree meeting the requirements of this subsection.

(ii) Placement of a monopole shall be denied if placement of the antennas on an existing building structure or co-location can provide reasonable opportunities for the provision of personal wireless services.

(iii) A monopole, including the support structure and associated electronic equipment and housing, shall have a minimum setback from the property line(s) equal to the height of the tower. For WCFs located on lots adjacent to residentially zoned properties, the setback requirement shall be two times the height of the proposed WCF tower/facility. The hearing examiner may modify these setback standards if the applicant demonstrates that doing so will allow for improved buffering or camouflaging of the WCF as described in subsection (3)(e) of this section.

(b) Screening – Generally. All WCFs shall be designed and placed on the site in a manner that takes maximum advantage of existing trees, mature vegetation, and structures so as to:

(i) Use existing site features to screen as much of the total WCF as possible from prevalent views; and/or

(ii) Use existing site features as a background so that the total WCF blends into the background with increased sight distances.

(c) Landscaping. In reviewing the proposed placement of a facility on the site and any associated landscaping, the city may condition approval of the application by requiring that the applicant supplement existing trees and mature vegetation to more effectively screen the facility. See also subsection (6) (c) of this section.

(d) Surface Finishes. Support structures, antennas, and any associated hardware shall be painted a non-reflective color or color scheme appropriate to the background against which the WCF would be viewed from a majority of points within its view shed. Proposed color or color scheme shall be approved by the city.

(e) Equipment Enclosures. Equipment enclosures shall conform to the following:

(i) All ancillary equipment necessary for the operation of the facility shall be concealed within (A) an existing building; (B) an architecturally compatible addition to an existing building; or (C) a new building which is architecturally compatible with other buildings on the site and adjoining properties. Equipment enclosures shall be constructed so as to minimize visual impact and the surface and/or finish shall be a natural, non-reflective color approved by the director of planning. Buildings or structures with non-masonry exterior finishing shall be a natural, non-reflective color. Prefabricated concrete and metal structures shall not be permitted unless treated with a facade giving the appearance of masonry or wood siding and approved by the director of planning.

(ii) Screening of WCF equipment enclosures shall be provided with one or a combination of the following as approved by the city: underground installation (when possible), fencing, walls, landscaping, structures, or topography which will block the view of the equipment shelter as much as practicable from any street and/or adjacent properties. Screening may be located between the enclosure and the above mentioned viewpoints. Landscaping for the purposes of screening shall be maintained in a healthy condition;

(iii) Except as specifically requested by the Federal Aviation Administration (FAA) or the Federal Communication Commission (FCC), transmission structures shall not be illuminated, except transmitter equipment enclosures may use lighting for security reasons as long as the light is shielded downward to remain within the boundaries of the site; and

(iii) No wireless enclosure reviewed under this section shall be located within required building setback areas.

(f) Criteria for Approval. The following criteria shall apply to all WCFs for which a conditional use permit is required pursuant to this chapter:

(i) Whether the applicant has demonstrated that visual, noise, and other impacts associated with the proposed facility have been minimized to the maximum extent possible using existing concealment technology, site design, noise abatement techniques, concealment, disguise, camouflage, and/or the use of architecturally compatible improvements to existing and/or new structures, and/or underground placement of ancillary equipment. In evaluating the site design, consideration will be given to whether the facility will blend into the surrounding topography, tree coverage, foliage, and other natural and/or built features and whether locating the facility in alternative locations upon the subject property, or other reasonably available properties, would better conceal the facility;

(ii) Whether the applicant has demonstrated that the design of the proposed facility complies with the purpose and intent of this chapter;

(iii) Whether alternative locations, including other co-locations and alternative support structures, are available for the proposed facility;

(iv) Whether the proposed facility will be compatible with present and potential surrounding land uses;

(v) Whether the beneficial impacts of the proposal outweigh the detrimental impacts of the proposal; and

(vi) Whether approval of the proposed facility would endanger the public health, safety, or general welfare.

(g) Public Hearing. The hearing examiner shall conduct an open public hearing prior to acting on conditional use permit applications under this chapter.

(5) Lattice and guyed towers shall not be permitted in the city.

(6) Security fencing, if used, shall conform to the following:

(a) No fence shall exceed six feet in height;

(b) Security fencing shall be effectively screened from view through the use of appropriate landscaping materials; and

(c) Chain-link fences shall be painted or coated with a non-reflective color, and shall have a minimum three-foot wide area to be planted with approved plant species in a manner that will completely screen the fencing.

(7) Noise. No equipment shall be operated at a WCF (attached or detached) so as to produce noise in excess of the applicable noise standards under applicable municipal code, except for in emergency situations requiring the use of a backup generator, where the noise standards may be exceeded on a temporary basis. Air conditioning and ventilation equipment associated with the ancillary equipment of the WCF shall be designed and configured in a manner so that noise impacts on adjacent properties with residential uses are minimized to the maximum extent practicable through the use of baffling and/or other noise attenuation techniques and that the noise levels generated by the ancillary equipment otherwise comply with applicable noise regulations adopted by the city. In descending order, preference shall be given to the following configurations of air conditioning and ventilation equipment: (a) orientation toward properties with nonresidential uses; (b) orientation toward streets; and (c) orientation toward the furthest residential use.

(8) Colocation. It is the policy of the city to minimize the number of detached WCFs and to encourage the colocation of more than one WCF on a single support tower. No new detached

WCFs may be constructed unless it can be demonstrated to the satisfaction of the permit authority that existing support towers are not available for colocation of an additional WCF, or that their specific locations do not satisfy the operational requirements of the applicant. In addition, all detached WCFs shall be designed to promote facility and site sharing. All facilities shall make available unused space for colocation of other telecommunication facilities, including space for those entities providing similar, competing services. Colocation is not required if the host facility can demonstrate that the addition of the new service or facilities would impair existing service or cause the host to go offline for a period of time. Nothing in this section shall prohibit the owner of an existing facility from charging a reasonable fee for colocation of other telecommunications facilities.

(9) Abandonment and Obsolescence. A WCF shall be removed by the facility owner within six months of the date it ceases to be operational or if the facility falls into disrepair.

(10) Maintenance. All WCFs shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state and local requirements.

(11) Electromagnetic Emissions. All applicants shall demonstrate compliance with all applicable FCC regulations regarding the radio-frequency emissions of WCFs. If at any time radio-frequency emissions exceed any of the standards established by the FCC, the applicant shall immediately discontinue use of the WCF and notify the city. Use of the WCF may not resume until the applicant demonstrates that corrections have been completed which reduce the radio-frequency emissions to levels permitted by the FCC.

(12) Special Exceptions. When adherence to the development standards would result in a significant gap in coverage for a WCF or prevent an applicant from addressing a significant capacity need, a special exception may be granted by the approval authority if the permit authority determines that the proposal utilizes the least intrusive means of closing the gap in coverage or addressing the capacity need, as applicable. The applicant has the burden of proof of establishing the gap or need and that the proposal is the least intrusive means of so doing.

(13) Use of City Right-of-Way. Any telecommunications carrier who desires to construct, install, operate, maintain, or otherwise locate telecommunication facilities in, under, over, or across any public right-of-way of the city for the purpose of providing telecommunications services shall obtain permission from the city, and enter into a right-of-way franchise agreement authorizing use of the city right-of-way. Small cells attached to utility poles, streetlights and traffic signals are exempted from the setback requirements.

(14) Conditional Use Permit Criteria. In addition to any performance standards for conditional use permits under applicable municipal code, a conditional use permit for a detached WCF other than a small cell in the public right-of-way shall only be approved if the wireless provider can demonstrate that no other attached WCF alternative(s) are available that can provide the same level of service coverage to the targeted area.

17.220.060 Application review time frame.

A. Eligible Facilities Request.

1. Application. The director shall prepare and make publicly available an application form which shall be limited to the information necessary for the city to consider whether an application is an eligible facilities request. The application may not require the applicant to demonstrate a need or business case for the proposed modification.

2. Type of Review. Upon receipt of an application for an eligible facilities request pursuant to this chapter, the director shall review such application to determine whether the application qualifies as an eligible facilities request.

3. Time Frame for Review. Within sixty days of the date on which an applicant submits an application seeking approval under this chapter, the director shall approve the application unless it determines that the application is not covered by this section.

4. Tolling of the Time Frame for Review. The sixty-day review period begins to run when the application is filed, and may be tolled only by mutual agreement by the director and the applicant or in cases where the director determines that the application is incomplete. The time frame for review of an eligible facilities request is not tolled by a moratorium on the review of applications.

a. To toll the time frame for incompleteness, the director shall provide written notice to the applicant within thirty days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application.

b. The time frame for review begins running again when the applicant makes supplemental submission in response to the director's notice of incompleteness.

c. Following a supplemental submission, the director will notify the applicant within ten days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The time frame is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notice of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

5. **Determination That Application Is Not an Eligible Facilities Request.** If the director determines that the applicant's request does not qualify as an eligible facilities request, the director shall deny the application. In the alternative, to the extent additional information is necessary, the director may request such information from the applicant to evaluate the application under other provisions of this chapter and applicable law.

6. **Failure to Act.** In the event the director fails to approve or deny a request for an eligible facilities request within the time frame for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the director in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

7. **Remedies.** Both the applicant and the city may bring claims related to Section 6409(a) of the Spectrum Act to any court of competent jurisdiction.

B. **Colocation.** Eligible colocations other than those defined in this section shall be processed within ninety days of receipt of a complete application. The director will notify the applicant within thirty days of receipt of an application whether it is complete or if additional information is required. The term "colocation" shall not apply to the initial placement of a small cell facility on a utility pole or on any other base station or tower that was not constructed for the sole or primary purpose of an FCC-licensed antenna and their associated facilities.

C. **New Wireless Communication Facilities.** New wireless communications facilities shall be processed within one hundred and fifty days of receipt of a complete application. The director will notify the applicant within thirty days of receipt of an application whether it is complete or if additional information is required.

17.220.070 Additional review procedures.

Wireless communication facilities are required to comply with all other applicable review procedures and regulations duly adopted by city code.

Attachment G
Adoption of Findings of Fact and Conclusions



City of Stanwood Findings of Fact and Conclusions of Law Planning Commission Recommendation

A. GENERAL INFORMATION

File Number(s): 2018-0421

Project Summary: Wireless Communication Facilities / Small Cell Code Amendment

Applicant: City of Stanwood

Location: City of Stanwood

Public Hearing Date: January 7, 2019

Staff Contact: Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

The Federal Communications Commission (FCC) recently released new rules for wireless communication facilities and small cell deployment. The intent of the regulations is to streamline the permitting processes across the country. Cities and Counties are required to update their development and franchise regulations by January 14, 2019. The City of Stanwood has initiated a code amendment to update development regulations and franchise procedures for wireless communication facilities and small cell deployment consistent with federal law.

C. CODE AMENDMENT CRITERIA

The city may approve or approve with modifications amendments to the text of the zoning code if:

(a) The purpose and desired effect of the proposed zoning code amendment are consistent with the Stanwood Municipal Code;

Currently the City has a “cell tower” code, but it is out of date as it relates to the “small cell” technology and federal regulations. Typically, small cells are attached to utility poles or light/traffic poles within the rights-of-way. The purpose of the small cells is to augment capacity for data traffic in dense areas and are typically 25-45 feet in height, rather than tall macro towers that extend beyond 75 feet.

The draft code amendment combines the city's existing wireless communication facility regulations with new small cell deployment regulations and franchise requirements into four new chapters of the Stanwood Municipal Code:

- Chapter 17.200, Eligible Facility Modification and Wireless Communication Devices
- Chapter 17.205, Eligible Facility Modifications
- Chapter 17.210, Regulation of Wireless Communication Facility Franchise
- Chapter 17.220; Wireless Communication Facilities (WCF) Attached and Detached

In conjunction with merging existing city wireless communication facilities codes with the new small wireless facilities requirements, the following Stanwood Municipal Code chapters will be repealed:

- Chapter 17.154, Wireless Communication Facilities
- Chapter 17.156, Eligible Facility Modifications

(b) There is a positive relationship to the public health, safety and welfare of the community; and

The Federal Communications Commission (FCC) recently released new rules for wireless communication facilities and small cell deployment. The intent of the regulations is to streamline the permitting processes across the country. Cities and Counties are required to update their development and franchise regulations by January 14, 2019.

(c) The proposed amendment is consistent with the Stanwood Comprehensive Plan.

Stanwood's Comprehensive Plan notes that cellular phone service is currently available in the City from numerous providers. Providing future cellular service to Stanwood does not present a problem because Stanwood is relatively small in area and only a few cell sites are needed to service the area. There is also a large selection of undeveloped parcels within the City limits and in the adjacent lands from which future cell sites could be chosen. The City strictly regulates cellular towers and encourages the co-location of cellular facilities. (2015 Comprehensive Plan pg UAAT-6&7)

UTG-5: Encourage improvements to utility facilities that are environmentally responsible, aesthetically acceptable to the community and safe for nearby inhabitants.

UTP 5.4: Require landscaping of utility facilities to minimize adverse aesthetic impacts on the surround areas.

EDP-6.1: Ensure that City licensing and permitting procedures and development regulations are coherent, fair, and expeditious.

EDP 6.2: Coordinate with other government entities to eliminate duplication of efforts where specialized industry requirements call for the inspection by government agencies.

D. FINDINGS OF FACT

1. It is necessary and beneficial for the health, safety and welfare of the community to update the zoning regulations for development of small cell, microcell, and distributed antenna systems telecommunications facilities.
2. It is important to accommodate the growing need and demand for telecommunications services while protecting the character of the City of Stanwood and its neighborhoods.
3. There is a need to establish standards for location, aesthetics and compatibility for small cell, microcell, and distributed antenna systems communication structures, facilities, and uses.
4. It is necessary to encourage the location and collocation of small cell facilities, microcells, and distributed antenna systems on existing buildings and structures in order to reduce the need for new towers, thereby minimizing visual clutter, public safety impacts, and effects upon the natural environment, as well as to encourage concealed technologies.
5. There is a need to encourage the availability of affordable, high- speed internet and cellular telephone access for businesses and residents, acknowledging that a growing number of businesses are conducted in whole or in part from homes and/ or on- the-go, that increasingly education incorporates on- line learning necessitating good home internet connections for students and faculty, and that government participation and emergency service to the general public are enhanced by fast and reliable cellular and home internet connectivity.
6. There have been recent changes to the mandates of the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, and other applicable federal and state laws and rules promulgated by the Federal Communication Commission that require the City of Stanwood to update its wireless regulations.
7. Stanwood's 2015 – 2035 Comprehensive Plan directly addresses the need to provide necessary utilities and community compatibility issues:
 - UTG-5: Encourage improvements to utility facilities that are environmentally responsible, aesthetically acceptable to the community and safe for nearby inhabitants.
 - UTP 5.4: Require landscaping of utility facilities to minimize adverse aesthetic impacts on the surround areas.

- EDP-6.1: Ensure that City licensing and permitting procedures and development regulations are coherent, fair, and expeditious.
 - EDP 6.2: Coordinate with other government entities to eliminate duplication of efforts where specialized industry requirements call for the inspection by government agencies.
8. A mechanism for the zoning and permitting of small cell, microcells, and distributed antenna systems telecommunication uses and an update of existing zoning provisions for other kinds of telecommunication uses is in the best interest of the citizens of the City of Stanwood.
 9. Pursuant to RCW 36.70A. 106, on November 30, 2018 the City notified the State of Washington of its intent to adopt amendments to its development regulations.
 10. The Planning Commission held a public hearing on January 7, 2019 considered all relevant matters, and heard all parties in support or opposition, and subsequently forwarded a recommendation to the City Council.
 11. The City of Stanwood SEPA Responsible Official reviewed the amendments and issued a Determination of Non-significance (DNS) on December 4, 2018.
 12. The code amendment was circulated for public review on November 30, 2018. No comments were received on the amendment.
 13. The City Council Community Development Committee reviewed the proposed amendments set forth in this Ordinance at their December 20, 2018 meeting.
 14. Pursuant to RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to the zoning code.
 15. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the Planning Commission at the public hearing on January 7, 2019 for their consideration.

E. CONCLUSIONS OF LAW

1. The City of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.
2. SMC section 17.155.030 requires that the Planning Commission review and make recommendations to the Stanwood City Council regarding code amendments to Title 17, Zoning.

3. Planning Commission briefings to discuss the proposed code amendment were held on August 13, September 24, October 8, and December 17, 2018.
16. On December 18, 2018, the public hearing notice was printed in the Stanwood Camano News as required by law that a public hearing was to be held by the Planning Commission and all persons wishing to provide public input concerning the proposed amendments set forth in this Ordinance were heard.
4. SEPA review was conducted on the proposal and a Determination of Nonsignificance (DNS) was issued on December 4, 2018 under WAC 197-11-340(2). No appeals of the SEPA determination were filed.
5. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including Utility Goal 5, Utility Policy 5.4, and Economic Development Policies 6.1 and 6.2.
6. The proposal is beneficial to the public health, safety and welfare and is in the public interest by providing reliable cellular service to the community while maintaining community character.
7. After considering staff comments and public testimony the Stanwood Planning Commission determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

F. STAFF RECOMMENDATION

Move that the Planning Commission **ADOPT** the Findings of Fact and Conclusions of Law contained herein and **AUTHORIZE** the Planning Commission Chair to sign the Findings on behalf of the Commission and recommend that the Stanwood City Council **APPROVE** the proposed amendments to Chapter 17 of the Stanwood Municipal Code.

Dated this 7th of January 2019.

Linda Utgard, Planning Commission Chair
City of Stanwood