

1. Agenda

Documents:

[1-24-2019 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[5A LIBRARY BOARD MINUTES.PDF](#)
[7C RH2 TASK ORDER AMENDMENT.PDF](#)
[7D STRATEGIES 360.PDF](#)
[5B COMPSTAT REPORT.PDF](#)
[5C SMALL WORKS ROSTER.PDF](#)
[5D PW MONTHLY REPORT.PDF](#)
[6A PW MINUTES.PDF](#)
[6B CD MINUTES.PDF](#)
[7A VOUCHERS.PDF](#)
[7B COUNCIL MINUTES.PDF](#)
[7E PTAC APPOINTMENTS.PDF](#)
[7F ON CALL AGREEMENTS.PDF](#)
[8A WATER EMERTGENCY RESPONSE PLAN.PDF](#)
[8B IS4 TASK ORDER.PDF](#)



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, January 24, 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. Library Board Meeting Minutes – December 10, 2018
 - b. Police Compstat Report – December 2018
 - c. Small Works Roster Projects Report
 - d. Public Works Monthly Report – 2018 Final
- 6. COMMITTEE REPORTS**
 - a. Public Works
 - b. Community Development
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve January 10, 2019 Regular Council Meeting Minutes
 - c. Approve RH2 Task Order Amendment-Impervious Square Footage Calculations
 - d. Approve Contract Extension with Strategies 360
 - e. Approve the Mayor's Appointments and Re-Appointments to PTAC
 - f. Authorize the Mayor to Extend On-Call Professional Services Agreements
- 8. NEW BUSINESS**
 - a. Updated Water Emergency Response Plan
 - b. IS4 Permitting Task Order with Confluence Environmental
- 9. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 10. CITIZEN CLOSING COMMENTS**
- 11. ADJOURN**

Upcoming Meetings:

February 7, 2019 Special Meeting
February 14, 2019 Regular Meeting
February 28, 2019 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5a
DATE: January 24, 2019
SUBJECT: December 10, 2018 Library Board Meeting Minutes
CONTACT PERSON: Sue Mancer, Secretary
ATTACHMENTS: A – Minutes of the December 10, 2018 Library Board

SUMMARY STATEMENT

The December 10, 2018 Library Board meeting minutes are attached for council review.

STANWOOD LIBRARY BOARD MINUTES
December 10, 2018

President Icicle Crow called the meeting to order at 2:30 p.m. Present were Icicle Crow, Sue Mancer, Dennis Myers, Jennifer Olson, Charles Pratt, Bonnie Thielke and Patty Tingler. Larry Sather and Becky Bolte were unable to attend.

Minutes

Minutes of the September 2018 meeting were read and approved.

Guest: Stanwood City Administrator

Icicle introduced and welcomed Jennifer Olson, the new Stanwood City Administrator.

Stanwood Library Managers Report (Charles Pratt)

The Managing Librarian's Report is attached. Chuck shared information on the new Sno-Isle "Check It Out" podcast and played a segment featuring Rob Branigin from the Stanwood Library.

City of Stanwood – Jennifer Olson

Jennifer introduced herself and gave a summary of her background and how she came to the City Administrator position. She described several exciting city projects moving forward after passing of the 2-year budget, many focusing on parks and trails. Jennifer is eager to work with local businesses and organizations and enhancing the city's communications through use of social media and e-news. On the [Stanwood City Home Page](#), there is a link to the new electronic "City Scene" newsletter.

Friends of the Library - no report at this meeting

New Business

Board President Icicle Crow's term as a Board Member ends December 31. Dennis Myers will step in as interim Board President for the next year. Sandi Evans was appointed as a new Board Member to replace Icicle. Library Board Members are:

Dennis Myers, President	Term ends 2021
Sue Mancer, Secretary	Term ends 2019
Bonnie Thielke	Term ends 2020
Patty Tingler	Term ends 2022
Sandra Evans	Term ends 2023
Larry Sather, City Council Representative	
Charles Pratt, Managing Librarian	

The meeting was adjourned at 3:20 p.m.

The next Board meeting is Monday, March 11, 2019, 2:30 p.m. at the Library.

Respectfully submitted,

Sue Mancer
Board Secretary

Stanwood Library Board Meeting
Managing Librarian's Report – Charles Pratt, Mg. Librarian
12/10/18

Staffing

15 Hour PSA Bekah Craig has accepted a 15 Hour LA position at the Camano Island Library. Circulation Supervisor Marlene Moodie and Library Manager Charles Pratt will be interviewing for the open position this week, and making a hire in the near future.

Upcoming Programs & Events

There are several upcoming programs of note in December and January:

- Storytimes are on break and will resume in January.
- Wednesday Dec.12th at 3p is "DIY Sharpie Tie Dye Tote Bags for Teens" led by LA Sarah Rosenberger; teens will make their own tie dye bags using sharpies in this craft program.
- Thursday Dec. 20th at 3p is "Kids Explore: Spinners Galore", led by Children's Librarian Vicky Beatty, where school age kids will make a variety of spinning toys using recycled materials.
- Thursday Jan. 3rd at 2p is "Winter Science Mash-Up", led by Christine Longdon of Grinnin' Fish. School age children will explore light, magnets, and perform hands-on science experiments.
- Saturday January 19th at 2p is "Hunting for Gravitational Waves with Scientist Corey Gray. Attendees will hear Corey discuss gravity & relativity, his work at the Laser Interferometer Gravitational Wave Observatory, detecting gravitational waves, and "what's next" in his field. Corey is a member of Siksika Nation of Alberta and will also discuss how he connects the Blackfoot culture with the science of Einstein.

Facility

- The Teen area has received an upgrade, with a new table designed to facilitate group work and support modern technology added to the area. The new table features a 'whiteboard' surface and can be written on with dry erase markers. It also features multiple ports for usb charging as well as traditional outlets built into the tabletop. The chairs for the table are attached barstool-style seating which can be folded under the table when not in use, maximizing the limited space in an already cramped area of the library.
- The library has received 35 new chairs for our meeting room, allowing the old meeting room chairs to be utilized in the main areas of the library. The chairs previously in use in the library proper were aging, and several had to be thrown out this past year because the seat areas of the chairs were damaged.

Stanwood Library and SIL Library District News

- Sandi Evans is set to begin a new 5 year term as a Stanwood Advisory Library Board member. She will be affirmed at the Stanwood City Council meeting scheduled for Thursday, Dec. 13th and her term will begin in January 2019. She is replacing Board President Icile Crow, who is finishing her second term as a member of the Board. Many thanks to Icile for her years of service as a board member and for her continued support of Sno-Isle Libraries and the Stanwood Library!

- New Library Director Lois Langer Thompson has officially begun her tenure at Sno-Isle Libraries, with her first day being this past Monday, December 3rd. Lois joins us after serving as the director of the Hennepin County Library System (Minneapolis, MN) for the past ten years. She is planning visits to community libraries in the near future and is excited to learn all she can about SIL in the coming months.
- Overview of “News” area of SIL website, which can be found at <https://blog.sno-isle.org/news/>

Sno-Isle Libraries Podcast, “Check It Out”

Managing Librarian Charles Pratt will provide an overview of Sno-Isle Libraries new “Check It Out” podcast, playing a sample clip of an episode featuring Stanwood Librarian Rob Branigin as the featured guest. Podcasts can be found at <https://blog.sno-isle.org/news/series/check-it-out/>.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: January 24, 2019

SUBJECT: RH2 Task Order Amendment – Impervious Square Footage Calculations

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – RH2 Task Order Amendment
B – RH2 Contract 2018-16

ISSUE

The issue in front of council is whether or not to authorize the Mayor to sign a Task Order Amendment with RH2 approving a new scope of work and fee estimate in order to perform additional impervious area calculations to assist with implementation of the drainage utility rate change implementation.

SUMMARY

The recently updated drainage utility rate model is based on a new equivalent residential unit (ERU) of impervious surface (3,500SF). In order to implement the new rate the city needs to know the actual impervious square footage of commercial properties. There are fifty-nine properties for which this is unknown and the city lacks the internal capability to perform these calculations. The City Council approved an agreement with RH2 on May 10, 2018 to calculate impervious square footage of parcels which was under budget. RH2 has provided the city with a new scope of work and fee estimate (Exhibit A and B of the Task Order Amendment) to complete calculations for the fifty-nine parcels. The Task Order Amendment will extend the term of the agreement to March 30, 2019 with a new not to exceed amount of \$11,133.

FINANCIAL IMPACT

In June 2018, RH2 completed their work evaluating impervious surfaces for 152 parcels \$4,597 under budget. From that remaining budget, RH2 estimates an additional \$1,193 will be needed to complete the calculations for the fifty-nine parcels, bringing the new not to exceed amount to \$11,133. The Drainage Operation Fund has sufficient resources to cover this increase without a budget amendment.

COMMITTEE RECOMMENDATION

This issue will be presented to committee on January 24th, 2019.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign a task order amendment with RH2 for calculation of impervious surface in support of drainage utility rate study.
2. Do not authorize the Mayor to sign a task order amendment with RH2 for calculation of impervious surface in support of drainage utility rate study.
3. Reject the proposal from RH2 and do not approve an amended task order.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A TASK ORDER AMENDMENT NOT TO EXCEED \$11,133 WITH RH2 ENGINEERING FOR CALCULATION OF IMPERVIOUS SURFACE OF AN ADDITIONAL FIFTY-NINE PARCELS IN SUPPORT OF DRAINAGE UTILITY RATE IMPLEMENTATION.



RH2 ENGINEERING, INC.

www.rh2.com
mailbox@rh2.com
1.800.720.8052

WASHINGTON LOCATIONS

**BOTHELL
MAIN OFFICE**
22722 29th Drive SE, Suite 210
Bothell, WA 98021

BELLINGHAM

EAST WENATCHEE

ISSAQUAH

RICHLAND

TACOMA

OREGON LOCATIONS

**PORTLAND
MAIN OFFICE**
6500 SW Macadam Ave. Suite 125
Portland, OR 97239

MEDFORD

January 11, 2019

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

Sent via: Email and US Mail

Subject: Impervious Areas Calculations – PSA Amendment No. 1

Dear Mr. Hammond:

Enclosed with this letter of authorization are the Scope of Work and Fee Estimate for services in support of Amendment No. 1 for the Impervious Area Calculations project.

The work described in **Exhibit A**, Scope of Work will be accomplished in accordance with the above contract executed on May 11, 2018. The work will be performed on a time-and-materials basis and invoiced using the Schedule of Rates and Charges listed in the Contract as Exhibit C.

The authorization shall add \$1,193 to the previous authorization of \$9,940, for a total authorization of \$11,133 as shown in the attached **Exhibit B**, Fee Estimate, without prior written authorization of the City.

Please sign this authorization in the space provided at the end of this letter and return by mail, email, or fax to RH2 Engineering, Inc., Attn: Contracts, 22722 29th Drive SE, Suite 210, Bothell, WA 98021, thill@RH2.com, or 425-951-5401.



RH2 is prepared to proceed with the work upon receipt of this signed authorization. If you have any questions regarding this authorization, please contact Bret Beaupain at 360.684.1564 or bbeaupain@rh2.com.

Sincerely,

RH2 ENGINEERING, INC.

Shirley Ballard
Signatory

Director
Title

1/14/19
Date

Enclosure: Exhibit A – Scope of Work
Exhibit B – Fee Estimate

Authorization

The engineering services and fees described in this letter and the attached Scope of Work and Fee Estimate are acceptable to the City of Stanwood. RH2 Engineering, Inc., is authorized to proceed with the work described herein.

City of Stanwood

Signature

Title

Date

EXHIBIT A
Scope of Work
City of Stanwood
Amendment No. 1
Impervious Areas Calculations
January 2019

Background

The City of Stanwood (City) previously contracted with RH2 Engineering, Inc., (RH2) to provide impervious area calculations for 152 properties within the City for use in a drainage utility rate study. The City desires to evaluate the impervious surfaces of an additional 59 parcels within the City for use in the drainage utility rate study that the City is conducting. The City has requested that RH2 develop a Scope of Work and Fee Estimate to analyze impervious areas on 59 parcels to be selected by the City.

Task 1 – Impervious Area Calculations – 59 Parcels

Objective: Review and evaluate existing impervious surfaces of 59 parcels and develop a Geographic Information System (GIS) map and table identifying impervious areas.

Approach:

- 1.1 Set up GIS files and layering for the City using GIS data and layers provided by the City.
- 1.2 Trace impervious areas on 59 parcels to be selected by the City and put them on a digital layer in the GIS software.
- 1.3 Prepare one (1) full-size map of the parcels and impervious areas and prepare a table of the impervious areas in Excel format.
- 1.4 Provide the City with electronic copies of:
 - a) Full-size map showing the parcels and impervious areas (PDF);
 - b) Table with impervious areas corresponding to the parcel numbers (Excel); and
 - c) GIS layers and data for use in City GIS software (GIS file format).

Assumptions:

- *RH2 will rely on the accuracy of GIS files, layers, and data provided by the City. The City will provide a GIS shapefile containing the 59 parcels to be evaluated.*
- *The July 2018 publicly available Google Earth aerial photo will be of sufficient resolution to discern between pervious and impervious areas. RH2 will only use this one (1) aerial photo to trace impervious areas unless the City provides a different aerial for use.*
- *RH2 will not provide ground truthing of impervious areas delineated using aerial photos.*
- *The impervious areas to be traced will include non-vegetated surfaces such as roof tops, walkways, patios, decks, concrete or asphalt paving, compacted gravel driveways, and parking areas. Concrete curbing or edging surrounded on both sides by landscaped areas will be excluded from impervious area calculations. These impervious areas will be combined as one impervious area and not separated by material.*

- *Where trees or vegetation blocks the aerial view of impervious surface edges, RH2 will provide an interpretation of impervious area limits.*
- *Only impervious areas within the parcels will be mapped. If property lines in the GIS data do not align exactly with implied parcels shown in the aerial photos, RH2 will provide an interpretation of impervious area associated with each parcel limit.*
- *Assessment of impervious area by parcel will be limited to the internal area of each parcel (e.g., impervious driveways ingress/egress in the right-of-way will not be included in the impervious area calculations).*

Provided by City:

- GIS files and layering for the City, including the most current parcels to be used for tracing impervious areas. The 59 parcels will be identified within the shapefile provided by the City.

RH2 Deliverables:

- A full-size map showing the parcels and impervious areas in PDF.
- A table with impervious areas with measurements in square feet corresponding to the parcel numbers in Excel.
- GIS layers and data for use in City GIS software (ArcGIS file format).

Additional Work and Phases

During execution of this Scope of Work, additional work or phases may be identified as desired or needed by the City and will be performed using the Schedule of Rates and Charges outlined in Exhibit C of the original Professional Services Agreement.

Schedule

It is the goal of all parties that the work for this project be fully completed within four (4) weeks from RH2's receipt of authorization from the City and the City GIS files to be provided under Task 1. The schedule for this Scope of Work may be modified as mutually agreeable to RH2 and the City.

EXHIBIT B

City of Stanwood

Impervious Area Calculations - Amendment No. 1

Fee Estimate

Description		Total Cost (NOT TO EXCEED)
Classification		
Task 1	Impervious Area Calculations - 59 Parcels	\$ 5,790
Original Authorization		\$ 9,940
Previous Total Billed		\$ (5,343)
Budget Remaining from Previous Work (Orig. - Billed)		\$ 4,597
Additional Budget Request for this Amendment No. 1 [Task 1 Total - Budget Remaining from Previous Work]		\$ 1,193
Total Contract Authorization		\$ 11,133

EXHIBIT C
RH2 ENGINEERING, INC.
2018 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$170	\$/hr
Professional IV	\$180	\$/hr
Professional V	\$197	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$236	\$/hr
Professional IX	\$236	\$/hr
Technician I	\$104	\$/hr
Technician II	\$110	\$/hr
Technician III	\$136	\$/hr
Technician IV	\$145	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$99	\$/hr
Administrative IV	\$117	\$/hr
Administrative V	\$135	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON
AND RH2 ENGINEERING, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and RH2 Engineering, Inc., a Washington Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding an evaluation of impervious surfaces of 152 parcels within the City for use in a drainage utility rate study, as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on May 10, 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)*

 NIP 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. *excepting Prof. Liability, TJP*

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 \$9,940.00 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:

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

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

**RH2 Engineering, Inc.
22722 29th Street SE, Suite 210
Bothell, WA 98021**

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. *or the Consultant* *other party.* *TVP*

If this Agreement is terminated in its entirety by the City, *or the Consultant* 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. *TVP*

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 May, 2018.

CITY OF STANWOOD

By Leonard Kelley
Leonard Kelley, Mayor

RH2 Engineering, Inc.

By Angie V. Pardi
RH2 Engineering, Inc.

Approved as to form:

Grant Weed
Grant Weed, City Attorney

EXHIBIT A

Exhibit A
Scope of Work
City of Stanwood
Impervious Areas Calculations
May 2018

Background

The City of Stanwood (City) desires to evaluate the impervious surfaces of 152 parcels within the City for use in a drainage utility rate study that the City is conducting. The City has requested that RH2 Engineering, Inc., (RH2) develop a Scope of Work and Fee Estimate to analyze impervious areas on 152 parcels to be selected by the City.

Task 1 – Impervious Area Calculations – 152 Parcels

Objective: Review and evaluate existing impervious surfaces of 152 parcels and develop a Geographic Information System (GIS) map and table identifying impervious areas.

Approach:

- 1.1 Set up GIS files and layering for the City using GIS data and layers provided by the City.
- 1.2 Trace impervious areas on 152 parcels to be selected by the City and put them on a digital layer in the GIS software.
- 1.3 Prepare full-size map of the parcels and impervious areas and prepare a table of the impervious areas in Excel format.
- 1.4 Provide the City with electronic copies of:
 - a) Full-size map showing the parcels and impervious areas (PDF);
 - b) Table with impervious areas corresponding to the parcel numbers (Excel); and
 - c) GIS layers and data for use in City GIS software (GIS file format).

Assumptions:

- *RH2 will rely on the accuracy of GIS files, layers, and data provided by the City. The City will provide a GIS shapefile containing the 152 parcels to be evaluated.*
- *The July 2017 publicly available Google Earth aerial photo will be of sufficient resolution to discern between pervious and impervious areas, RH2 will only use this one (1) aerial photo to trace impervious areas unless the City provides a different aerial for use.*
- *RH2 will not provide ground truthing of impervious areas delineated using aerial photos.*
- *The impervious areas to be traced will include non-vegetated surfaces such as roof tops, walkways, patios, decks, concrete or asphalt paving, compacted gravel driveways, and parking areas. Concrete curbing or edging surrounded on both sides by landscaped areas will be excluded from impervious area calculations. These impervious areas will be combined as one impervious area and not separated by material.*

**City of Stanwood
Impervious Areas Calculations**

**Exhibit A
Scope of Work**

- *Where trees or vegetation blocks the aerial view of impervious surface edges, RH2 will provide an interpretation of impervious area limits.*
- *Only impervious areas within the parcels will be mapped. If property lines in the GIS data do not align exactly with implied parcels shown in the aerial photos, RH2 will provide an interpretation of impervious area associated with each parcel limits.*
- *Assessment of impervious area by parcel will be limited to the internal area of each parcel (e.g., impervious driveways ingress/egress in the right-of-way will not be included in the impervious area calculations).*

Provided by City:

- GIS files and layering for the City, including the most current parcels to be used for tracing impervious areas. The 152 parcels will be identified within the shapefile provided by the City

RH2 Deliverables:

- A full-size map showing the parcels and impervious areas in PDF.
- A table with impervious areas with measurements in square feet corresponding to the parcel numbers in Excel.
- GIS layers and data for use in City GIS software (ArcGIS file format).

Task 2 – Meet with the City and Revise per City Comments (Optional)

Objective: If the City has comments on the impervious areas analysis and would like to meet with RH2, a meeting with City staff to understand comments and prepare revisions to the maps and data prepared by RH2 will be scheduled. This task is optional, services described below will be provided only if requested by the City.

Approach:

- 2.1 Meet with City staff to discuss City review comments.
- 2.2 Prepare revisions to the map showing parcels and impervious areas, table of impervious areas, and GIS layers and data. Send the City updated electronic files.

Assumptions:

- *RH2 will rely on the accuracy of the data provide by the City or others in relation to this work.*

Provided by City:

- City review and staff attendance at meeting.

RH2 Deliverables:

- Attendance at meeting with the City.
- Updated full-size map showing the parcels and impervious areas in PDF.
- Updated table with impervious areas with measurements in square feet corresponding to the parcel numbers in Excel.
- Updated GIS layers and data for use in City GIS software (ArcGIS file format).

**City of Stanwood
Impervious Areas Calculations****Exhibit A
Scope of Work****Additional Work and Phases**

During execution of this Scope of Work, additional work or phases may be identified as desired or needed by the City and will be performed by RH2 using the attached schedule of rates and charges.

Schedule

It is the goal of all parties that the work for this project be fully completed within four (4) weeks from RH2 receipt of authorization from the City and the City GIS files to be provided under Task 1. The schedule for this Scope of Work may be modified as mutually agreeable to RH2 and the City.

EXHIBIT B

**City of Stanwood
Impervious Area Calculations
Fee Estimate**

	Description	Total Hours	Total Labor	Total Expense	Total Cost
	Classification				
Task 1	Impervious Area Calculations - 152 Parcels	39	\$ 6,786	\$ 1,204	\$ 7,990
Task 2	Meet with the City and Revise per City Comments (OPTIONAL)	9	\$ 1,725	\$ 225	\$ 1,950
PROJECT TOTAL		48	\$ 8,511	\$ 1,429	\$ 9,940

EXHIBIT C RH2 ENGINEERING, INC. 2018 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$170	\$/hr
Professional IV	\$180	\$/hr
Professional V	\$197	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$236	\$/hr
Professional IX	\$236	\$/hr
Technician I	\$104	\$/hr
Technician II	\$110	\$/hr
Technician III	\$136	\$/hr
Technician IV	\$145	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$99	\$/hr
Administrative IV	\$117	\$/hr
Administrative V	\$135	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d

DATE: January 24, 2019

SUBJECT: Strategies 360 Contract Extension

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Strategies 360 Contract Extension Letter
B – Contract 2017-80

ISSUE

The issue before the City Council is whether to authorize the Mayor to sign a contract extension letter (Attachment A) with Strategies 360 extending the current contract until December 31, 2019. Strategies 360 provides consultant services regarding political consulting and lobbying.

RECOMMENDATION

Authorize the Mayor to sign a contract extension letter with Strategies 360 extending the current contract to December 31, 2019.

SUMMARY STATEMENT

Since 2013, the City Council has contracted with Strategies 360 to assist the city with capital funding requests and to keep the city informed of legislation that would affect municipalities. In February 2013, council approved a contract for \$6,750 with Strategies 360 to assist in securing funding for the 68th Street Safe Routes to Schools project. The project was ultimately awarded \$647,000 due to the city's partnership with Al Aldrich and the other members of the Strategies 360 team in Olympia. Strategies 360 also helped the city secure \$300,000 from the State Legislature to evaluate stormwater improvements to Irvine Slough. The original \$6,750 contract resulted in a \$947,000 return on investment.

With the support of Al Aldrich and the city's legislative delegation over the past two sessions– Senator Barbara Bailey, Representative Norma Smith, and Representative Dave Hayes, the city received \$1,370,000 in funding for four projects:

Project	Requested	Received
City hall relocation	\$300,000	\$300,000
SR532 flood berm	\$85,000	\$85,000
Irvine Slough Stormwater Separation	\$500,000	*\$485,000
Viking Way Construction	\$500,000	\$500,000
Total	\$1,385,000	\$1,370,000

*less 5% Department of Ecology management fee.

In 2017, the City entered into a new contract with Strategies 360, extending the contract to December 31, 2018. Staff would like to extend the current contract for an additional year through December 31, 2019.

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

DISCUSSION

The function of a government relations specialist is to be the eyes, ears and voice for Stanwood tax payers in Olympia and Washington D.C. as needed.

The specialist is typically the "boots on the ground" person and is part of the city's legislative team. The legislative team usually includes the Mayor, City Council members, the City Administrator and the City Management Team. The purpose of forming a legislative team is to gain state and federal legislative support to achieve specific city goals.

A government relations specialist can be useful when cities are seeking funding for capital projects that serve both the city and surrounding communities where seed money or loans are difficult to secure. A government relations specialist can also assist communities with developing specific legislation to address a local issue or prevent legislation from passing that would harm the community.

Because the Washington State legislative session is short – 105 days in odd years and 60 days in even years, the government relations specialist is in Olympia working around the clock bringing the city's issues to the most appropriate legislators and committees.

FISCAL IMPACT

Funding for the contract is available in the 2019 budget and will be allocated to benefitting funds based on consultant activity. The policy question for the City Council is whether to invest \$18,000.00 to have Strategies 360 in Olympia representing the city.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign a contract extension letter with Strategies 360 not to exceed \$18,000. This alternative indicates the City Council supports investing \$18,000 in a government relations specialist to represent the city during the 2019 legislative session.
2. Do not authorize the Mayor to sign a contract extension letter with Strategies 360. Direct staff to continue to seek funding for the projects during the 2019 legislative session using in-house resources. The City Council should direct staff on whether to continue to try and secure funding for city projects. This alternative may require staff time to travel to Olympia weekly January through February or longer if the legislative session is extended.
3. Do not authorize the Mayor to sign a contract extension letter with Strategies 360. This alternative implies the City Council is not interested in securing funding for park improvements at this time or that the City Council would prefer to postpone funding efforts until the next state budget cycle in 2020.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT EXTENSION LETTER WITH STRATEGIES 360 EXTENDING THE AGREEMENT THROUGH DECEMBER 31, 2019 WITH A NOT TO EXCEED AMOUNT OF \$18,000.00 TO ASSIST THE CITY WITH CAPITAL FUNDING REQUESTS AND KEEP THE CITY INFORMED ON LEGISLATION THAT WOULD IMPACT MUNICIPALITIES.



City of Stanwood

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-2181 Fax: (360) 629-3009

January 24, 2019

Eric Sorenson
Strategies 360
1505 Westlake Ave N Suite 1000
Seattle, WA 98109

Re: 2017-80 Contract Extension

Mr. Sorenson:

An agreement was entered into on December 14, 2017 between the City of Stanwood and Strategies 360 for consultant services regarding political consulting and lobbying. The term of this agreement ended on December 31, 2018. According to section III.3 of the agreement, the parties may extend the term of the contract by written mutual agreement for two additional one year terms (not to exceed three years for the entire agreement).

Please accept this letter as notice to extend Contract 2017-80 until midnight on December 31, 2019.

All provisions of the original contract shall remain in full force and effect.

Two original copies of this notice are included. Please sign below as acknowledgment of the new term of this contract, and send one copy back to City Hall at 10220 270th St NW Stanwood, WA 98292.

CITY OF STANWOOD

STRATEGIES 360, INC.

Leonard Kelley, Mayor

Eric Sorenson, President

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

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

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding political consulting and lobbying as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant

may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.3 TERM. The term of this Agreement shall commence on January 1, 2018 and shall terminate at midnight, December 31, 2018. The parties may extend the term of this Agreement by written mutual agreement for two additional one year terms (not to exceed three years for the entire 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)*

45 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.

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 **\$18,000.00** 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 Cities. The Consultant shall maintain time and expense records and provide them to the Cities 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:

City of Stanwood
ATTN: Leonard Kelley, Mayor
10220 - 270th Street NW
Stanwood, WA 98292

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

Strategies 360, Inc.
1505 Westlake Ave N, Suite 1000
Seattle, Washington 98109
TEL: 206/282-1990 FAX: 206/282-2704

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.

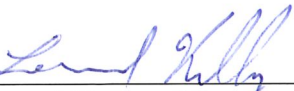
V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

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 14th day of December, 2017.

CITY OF STANWOOD
10220 – 270th Street NW
Stanwood, WA 98292
360-629-2181

By 
Leonard Kelley, Mayor

STRATEGIES 360, INC.
1505 Westlake Ave N, Suite 1000
Seattle, Washington 98109
TEL: 206/282-1990 FAX: 206/282-2704

By 
Eric Sorenson, President

Approved as to form:

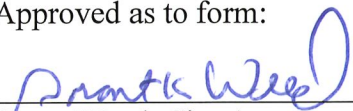

Grant Weed, City Attorney

Exhibit A
Scope of Services

SCOPE OF WORK

Consultant is retained and appointed to assist the City with capital funding requests and keep the City informed on legislation that would impact municipalities. Consultant shall use Consultant's best efforts to perform Services such that the results are satisfactory to Client.

The Consultant will attend at least one City Council meeting after the legislative session is complete to provide an update on the session (approximately the month of May).

Expenses. In addition to compensation payable to Consultant pursuant to this Agreement, Client will reimburse consultant for costs and disbursements including transportation and travel costs, food, lodging and automobile mileage at the applicable federal rate per business mile, and for necessary entertainment. Consultant shall include an accounting of costs and disbursements and the amount owed on the periodic statements rendered to Client. Total charges to Client will not exceed \$250 a month without advance approval from Client.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5b

DATE: January 24, 2019

SUBJECT: Police December 2018 Compstat Report

CONTACT PERSON: Amanda Slattery, Police Records Clerk

ATTACHMENTS: A - December 2018 Compstat Report

SUMMARY STATEMENT

Attached is the December 2018 Compstat Report for council review.

Stanwood Police Department December 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	December 2018	Year To Date 2018	December 2017	Year to Date 2017
Homicide	0	1	0	0
Rape	0	2	1	3
Robbery	0	3	2	5
Assault	6	47	8	53
Burglary	0	20	1	27
Larceny	8	96	6	140
Motor Vehicle Theft	1	14	1	21
General	December 2018	Year To Date 2018	December 2017	Year To Date 2017
Calls for Service (Incidents)	630	7527	592	8512
Case Reports	51	576	63	707
Traffic Collisions	17	148	13	113
Arrests (Adult/Juvenile)	14	173	23	236
Drug Arrests	0	19	4	30
Warrant Arrests	2	24	2	33
Impaired Driving	1	9	3	20
Infractions Issued	7	96	8	184
Public Disclosure Requests	39	458	40	412
Concealed Pistol Licenses	37	593	52	473
Fingerprinting & Approx. timeframe	35 @ 8.75 hrs	514 @ 128.5 hrs	27 @ 6.75	415 @ 106.75 hrs

City Collisions for December TOTALS: 17

City Collisions for December Totals: 17					
Date	Case Number	Location	H & R	Injured	Reason
12/3/2018	2018-00006962	7800 BLK SR 532			Inattentive
12/4/2018	2018-00006982	27000 BLK 92ND AVE NW, Stanwood		x	Pedestrian ran into roadway
12/5/2018	2018-00007003	27600 BLK 72ND AVE NW			Inattentive
12/5/2018	2018-00007005	10400 BLK SR 532			Failure to yeild
12/7/2018	2018-00007035	9200 BLK SR 532, Stanwood		x	Inattentive
12/10/2018	2018-00007099	72ND AVE NW / 267TH ST NW, Stanwood			Accelerating too quickly
12/11/2018	2018-00007132	10200 BLK SR 532, Stanwood			Inattentive
12/12/2018	2018-00007161	9200 BLK SR 532, Stanwood		x	Following too close
12/13/2018	2018-00007183	Pioneer Hwy/Logan Rd			Veered off roadway
12/16/2018	2017-00007245	27000 BLK 92ND AVE NW, Stanwood			Improper backing & driving w/o headlights
12/17/2018	2018-00007252	8300 BLK HENNINGS DR, Stanwood	x		Hit and Run
12/20/2018	2017-00007346	SR 532 / 72ND AVE NW, Stanwood			Improper backing & driving w/o headlights
12/21/2018	2018-00007363	72ND AVE NW / 270TH ST NW, Stanwood			Improper backing
12/24/2018	2018-00007412	SR 532 / 72ND AVE NW, Stanwood		x	Improper braking
12/26/2018	2018-00007442	SR 532 / 72ND AVE NW, Stanwood			Inattentive
12/28/2018	2018-00007468	SR 532 / 72ND AVE NW, Stanwood			Inattentive/failure to stop
12/29/2018	2018-00007492	SR 532 / 88TH AVE NW, Stanwood			Sideswipe vehicle parked on Hwy

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

December 2018

ACTIVITY	SHS	PSMS	SMS	CES	SES	TCE	EBE	UBE	LHHS
Administrative	36								
Arson									
Assault	4								
Bomb Threat									
Burglary									
Collision									
Counseling	2								
CPS Referral	1								
Crisis Planning									
Felony VUCSA									
Fight									
Harassment	1								
Mal Mis									
Marijuana	1								
Mental Health									
MIP									
Paraphernalia									
Public Assist									
Runaway	4								
Sexual Assault									
Suspicious	7								
Teaching	2								
Theft									
Trespass									
Violation of Order									
Warrant	1								
Weapons									

Stanwood School District

Resource Officer

December Newsletter

December 2018



December was a fun month at the Stanwood Camano School District. Many schools had spirit week which included theme days where students dressed certain ways, such as pajama day, holiday hat day, and twins day - among others. Stanwood High School had their "Winter Wishes" assembly and a few students were able to get what they wished for. A good time was had by all in attendance. The boys basketball team is 6-3 overall on the season, and the girls are 5-4. Boys and girls wrestling continue to see successes, with the girls team taking 3rd place at the Dec. 29th Woolley Women's Wrestling Tournament. The Port Susan Robotics Club is seeing success

with 27 students in the new after school program, while the already established Utsalady Elementary program participated in the FIRST Lego League Tournament on December 1st.



Vaping continues to be an issue... not only at Stanwood Schools, but it is now recognized by the US FDA as an alarming trend nationwide. A 2016 report from the US Surgeon General cites a 900% increase in the use of e-cigarette use by high school students from the years of 2011-2015. Some attribute the rise in use by students to the flavors targeted toward younger people - flavors such as tutti-frutti, cotton candy, and sour gummy worms. The problem is most of these vape devices are small, and resemble a thumb-drive. Most do contain nicotine which is highly addictive, and some contain THC, found in marijuana. The district is looking at proactive ways to

tackle this problem instead of a strict "you're suspended for 3 days" approach. Possibly a "diversion program" where students will be required to attend classes to learn about the dangers of vaping and THC use.



Detective Report

December Newsletter



Stolen Checks-Forgery

On 12-10-18 Deputy Scott contacted a male reference checks stolen from his mailbox in the Church Creek neighborhood. One check was forged and used at a bakery in Issaquah. Two additional checks were forged and used in attempted purchases of \$1000.00 and \$1300.00 from a private party via Craigslist.

Deputy Scott contacted an employee at the bakery who described one of the involved subjects as a female with brown hair and glasses.

Detective Martin is attempting to identify a business associated with the use of the victim's checks with video of the involved subject.

Stolen Purse

On 12-15-18 Deputy Weekes contacted a female at McDonalds reference a stolen purse. The female reported that she left her purse inside the store and discovered it was

missing when she returned to collect it a short time later.

Store video showed a juvenile male had taken the victim's purse and put it under his sweatshirt, before walking out the front door.

The subject has been identified as transient male living in the Stanwood area.

Detective Martin will be collecting video from businesses where the victim's credit cards were used and attempting to locate the male in the Stanwood area.

Fraud

On 12-18-18 Sgt. Toner contacted a woman at the Stanwood Police Department reference a fraud complaint. The woman received a letter in the mail with a check for \$1950.00. The letter stated a company wanted to hire her for work associated with brand auditing and quality control. The letter instructed the woman to deposit the check and

purchase an Apple gift card for \$1690.00. The letter instructed the woman to provide the gift card serial number to a phone number via text message. The woman became suspicious when the person she was communicating with became very pushy demanded the gift card's serial number. The woman eventually realized she was involved in a scam after contacting her bank and researching the company online.





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5c

DATE: January 24, 2019

SUBJECT: Small Works Project Report – 2018

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Small Public Works and Limited Public Works
Contracts awarded from the Small Works Roster

ISSUE

The city must make available a list of contracts awarded under the small works roster process at least once per year in accordance with RCW 39.04.200. This agenda cover and attached list satisfies this requirement.

DISCUSSION

The City of Stanwood uses the state approved small works roster process to efficiently solicit bids for Small Public Works projects (< \$300,000). Small Public Works projects less than \$35,000 are known as Limited Public Works and enable an agency to waive the payment bond, performance bond, and/or retainage.

The independent Municipal Research and Services Center (MRSC) organization manages an online database for Washington State local government agencies (cities, counties, school districts, and special districts) to solicit work from contractors eligible to bid on small public works projects and to solicit work from professional consultants.

Agencies are required to advertise and maintain a list of interested contractors and consultants. For a small fee, MRSC handles the advertising and tracking as required by state law. Agencies throughout Washington State use the MRSC Roster to fulfill the state requirements.

As a shared roster system, MRSC Rosters provides agencies with access to a current contractor, and consultant list, while at the same time allowing contractors and consultants the marketing advantage of reaching multiple agencies through just one roster application process.

Under RCW 39.04.155(3) agencies using the Small Works Roster Process or the Limited Public Works Process are required to make certain information available about

contracts awarded under these processes. Rather than maintaining two separate reporting systems, one for Small Works Roster projects and one for Limited Public Works projects, an agency can combine the requirements which are: to maintain a list of the contractors contacted and the contracts awarded during the previous 24 months including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, the date the contract was awarded and other contractors solicited. The list must be made available once every year and have easy accessibility by either including it on the city's website or upon request by email.

Attachment A provides a list of public works projects and a list of limited public works projects awarded from the small works roster during the previous 24 months.

FINANCIAL IMPACT

The projects in Attachment A have been awarded in accordance with state and local purchasing requirements. There is no fiscal impact associated with this action.

SMALL PUBLIC WORKS PROJECTS (<\$300,000) 2017 – 2018

CONTRACT DATE	CONTRACTOR	UBI #	CONTRACTOR REG #	PROJECT	BID AMOUNT	OTHER CONTRACTORS SOLICITED
No Small Public Works Projects in 2017						
6-28-2018	Bonner Electrical, LLC	603 016 830	BONNEEC904L9	Variable Frequency Drive (VFD) Project	\$53,531.66	Placed Ad in Everett Herald & DJC no bids received. Solicited Bonner Electrical from MRSC.

LIMITED PUBLIC WORKS PROJECTS (<\$35,000) 2017 – 2018

CONTRACT DATE	CONTRACTOR	UBI #	CONTRACTOR REG #	PROJECT	BID AMOUNT	OTHER CONTRACTORS SOLICITED
4-27-2017	Pacific NW Environmental LLC	602 960 249	PACIFNE899BD	Asbestos Removal from out buildings at Ovenell Park	\$5,073.15	MRSC Contractors Registered for: Main Category: Hazardous Materials Abatement Sub-Category Asbestos Abatement (certification required)
4-13-2017	CLK Construction, LLC	602 676 374	CLKCOLK933DL and CLKCOLK932BW	For On-Call Electrical Services	\$35,000	All Electricians on MRSC Roster
4-13-2017	Bonner Electrical Contracting, LLC	603 016 830	BONNEEC904L9	For On-Call Electrical Services	\$35,000	All Electricians on MRSC Roster
3-22-2018	Inland Potable Services, Inc.	602 835 672	INLNAPS916N1	Water Tank Cleaning and Inspection	\$8,362.51	Emailed all MRSC Contractors Registered for: Main Category: Facility Construction, Repair, & Maintenance Sub-Category: Reservoir Cleaning, Painting, & Caulking



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5d

DATE: January 24, 2019

SUBJECT: Public Works Monthly Report – December 2018

CONTACT PERSON: Lisa Sokolik, Administrative Assistant

ATTACHMENTS: A – December Activity Reports

SUMMARY STATEMENT

The attached information shows tasks and activities associated with operations in the Public Works Department for the month of December 2018. This report includes the following:

- Water production
- Leak repairs
- Wastewater Treatment Plant testing and efficiency
- Work requested and completed in the Parks, Street, Drainage, and Buildings and Grounds divisions
- Volunteer hours



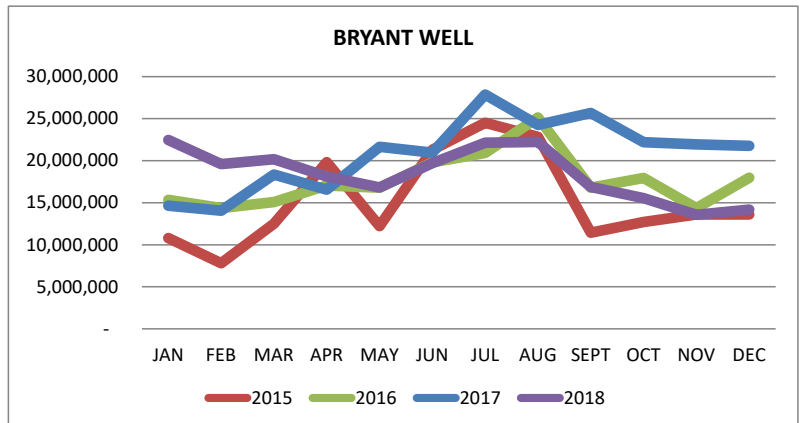
WELL PRODUCTION for 2018

BRYANT WELL FIELD TREATMENT PLANT			CEDARHOME WELL									
MONTH	RUN TIME HOURS	GALLONS PRODUCTION	RUN TIME HOURS	GALLONS PRODUCTION	TOTAL PRODUCED	FLUSHES GALLONS	OTHER AUTHORIZED USAGE	USAGE BILLED	UNACCOUNTED FOR WATER IN GALLONS	LEAK LOCATIONS	HRS TO FIX	Cedarhome Well Rainfall inches
JAN	317	22,466,000	0	-	22,466,000	1,000,000	39,699	23,697,668	-2,271,367			12.4
FEB	296	19,596,000	0		19,596,000	2,000,000	26,031	14,180,550	3,389,419			14.4
MAR	308	20,187,000	101	3,259,000	23,446,000	3,000,000	46,130	22,817,467	-2,417,597	271st St, Florence Rd, 72nd Ave	42	4.95
APR	272	18,125,000	217	8,049,000	26,174,000	5,200,000	54,264	14,071,167	6,848,569	104th Dr., 271 St.		7.5
MAY	257	16,825,000	258	9,472,000	26,297,000	2,500,000	49,251	23,822,439	-74,690	103rd, Valde Rd, 278th Pl, 92nd Ave	28	0.2
JUN	281	19,710,000	246	8,997,000	28,707,000	500,000	88,528	18,010,810	10,107,662			1.6
JUL	326	22,137,000	322	11,722,000	33,859,000	500,000	59,086	32,490,221	809,693			0.4
AUG	288	22,245,000	291	10,589,000	32,834,000	1,000,000	57,675	25,739,046	6,037,279	Park Lane, 270th St.	22	0
SEP	218	16,891,000	233	8,634,000	25,525,000	1,500,000	63,954	30,352,806	-6,391,760	270th St., SR 532	24	2.5
OCT	229	15,547,000	182	7,623,000	23,170,000	1,500,000	45,525	17,036,883	4,587,592	Johnson Farm, Park Ln, 271st St	70.5	4.2
NOV	209	13,565,000	189	7,147,000	20,712,000	2,000,000	51,585	26,569,422	-5,857,422	Pioneer Hwy	9.5	9.3
DEC	198	14,173,000	193	7,287,000	21,460,000	2,000,000	40,750	13,494,278	5,924,972			7.46
TOTALS	3199	221,467,000	2232	82,779,000	304,246,000	22,700,000	622,478	262,282,756	20,692,351		196	64.91

CITY OF STANWOOD - Production Past 4 Years

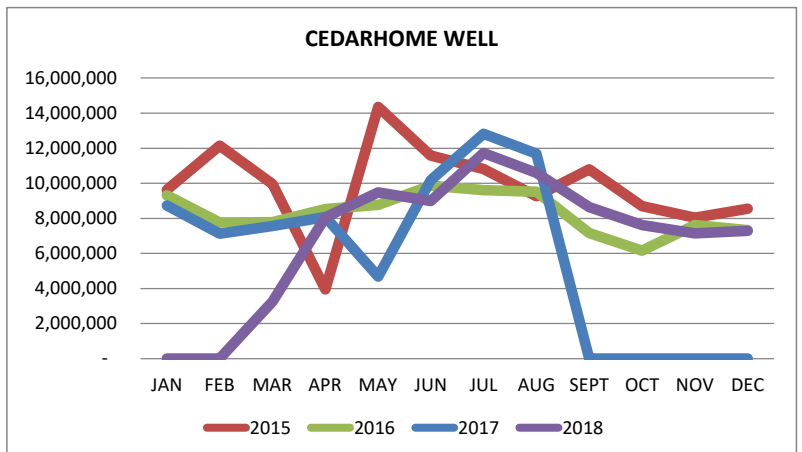
BRYANT WELL

	2015	2016	2017	2018
JAN	10,808,000	15,341,000	14,657,000	22,466,000
FEB	7,806,000	14,366,000	14,054,000	19,596,000
MAR	12,520,000	15,081,000	18,362,000	20,187,000
APR	19,825,000	17,062,000	16,567,000	18,125,000
MAY	12,209,000	16,799,000	21,656,000	16,825,000
JUN	21,291,000	19,791,000	20,950,000	19,710,000
JUL	24,512,000	20,936,000	27,868,000	22,137,000
AUG	22,841,000	25,141,000	24,262,000	22,245,000
SEPT	11,430,000	16,796,000	25,681,000	16,891,000
OCT	12,696,000	17,937,000	22,204,000	15,547,000
NOV	13,604,000	14,367,000	21,933,000	13,565,000
DEC	13,616,000	17,983,000	21,760,000	14,173,000
TOTAL	183,158,000	211,600,000	249,954,000	221,467,000



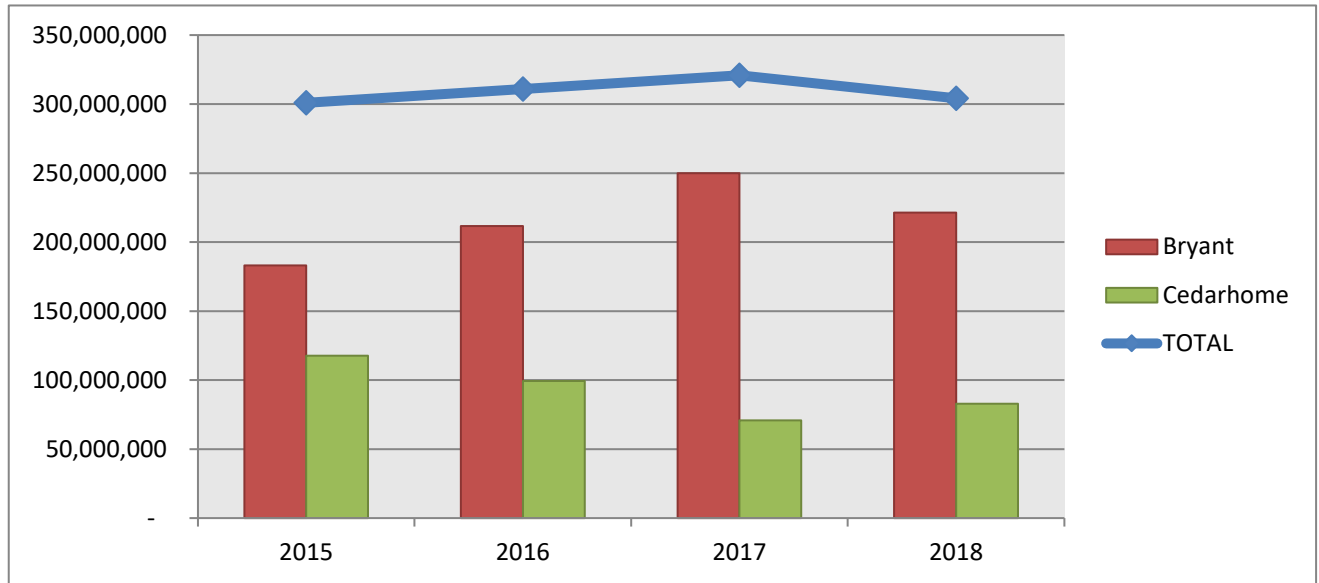
CEDARHOME WELL

	2015	2016	2017	2018
JAN	9,634,000	9,320,000	8,735,000	-
FEB	12,138,000	7,757,000	7,120,000	-
MAR	9,954,000	7,784,000	7,569,000	3,259,000
APR	3,944,000	8,526,000	8,081,000	8,049,000
MAY	14,349,000	8,771,000	4,683,000	9,472,000
JUN	11,574,000	9,859,000	10,183,000	8,997,000
JUL	10,820,000	9,602,000	12,828,000	11,722,000
AUG	9,266,000	9,515,000	11,696,000	10,589,000
SEPT	10,790,000	7,170,000	-	8,634,000
OCT	8,692,000	6,162,000	-	7,623,000
NOV	8,046,000	7,610,000	-	7,147,000
DEC	8,551,000	7,320,000	-	7,287,000
TOTAL	117,758,000	99,396,000	70,895,000	82,779,000

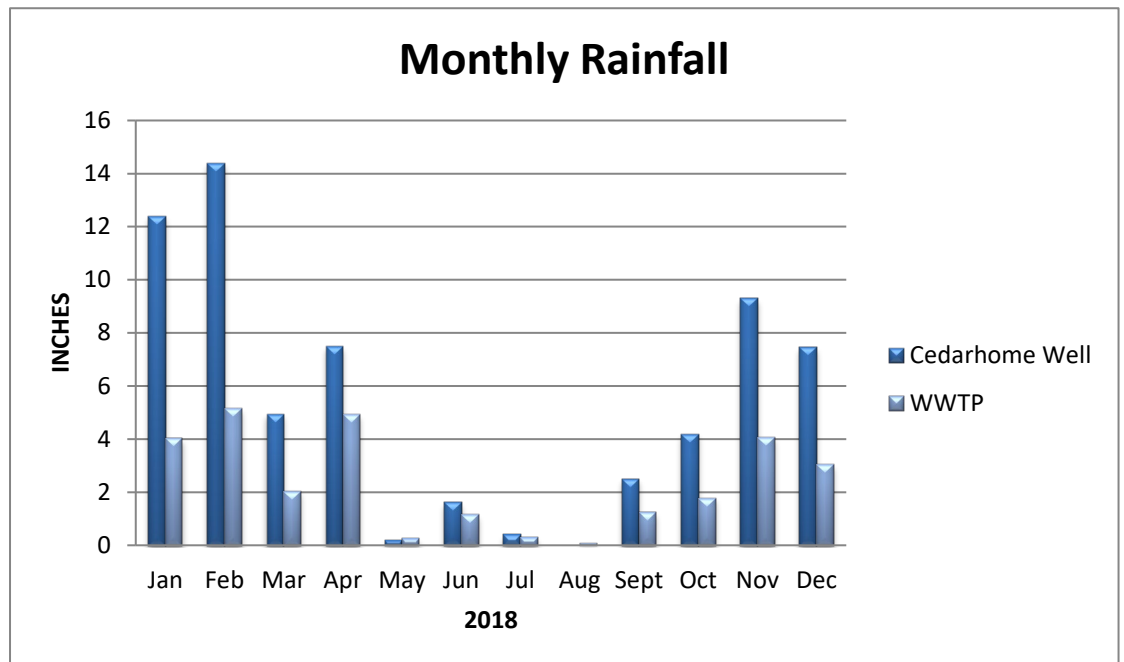


Annual Water Supply Comparison Bryant Well vs. Cedarhome Well

	2015	2016	2017	2018
Bryant	183,158,000	211,600,000	249,954,000	221,467,000
Cedarhome	117,758,000	99,396,000	70,895,000	82,779,000
TOTAL	300,916,000	310,996,000	320,849,000	304,246,000



	<i>Cedarhome Well</i>	<i>WWTP</i>
Jan	12.4	4.04
Feb	14.4	5.16
Mar	4.95	2.05
Apr	7.5	4.92
May	0.2	0.25
Jun	1.6	1.16
Jul	0.4	0.3
Aug	0	0.09
Sept	2.5	1.24
Oct	4.2	1.79
Nov	9.3	4.08
Dec	7.46	3.04
TOTAL	64.91	28.12



CITY of STANWOOD
Wastewater Treatment Plant
Operational Report 2017 - 2018

	INFLUENT FLOW				TOTAL Rainfall	EFFLUENT PH 6.0 - 9.0			BIOLOGICAL OXYGEN DEMAND Range allowed > 85%	Avg Suspended Solids Range allowed > 85%	Effluent Temp C*			Fecal Coliform	
MONTH	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)	Inches	Low PH	High PH	Avg	Avg % Reduction	Avg % Reduction	Low	High	Avg	GEM 200/100 ml	GEM7 400/100 ml
Jan-17	18.01	0.58	0.85	0.50	1.41	7.27	7.51	7.36	99	99	11.4	13.8	12.62	3	6
Feb-17	17.42	0.62	0.83	0.51	2.01	7.21	7.42	7.36	98	95	11.7	14.0	12.63	3	4
Mar-17	24.20	0.78	1.02	0.58	4.65	7.28	7.45	7.38	99	98	12.3	14.7	13.68	4	6
Apr-17	18.33	0.61	0.78	0.53	2.69	7.30	7.44	7.37	99	98	14.8	16.5	15.70	6	6
May-17	17.02	0.55	0.71	0.44	2.13	7.20	7.47	7.35	99	98	15.8	20.1	18.00	4	5
Jun-17	14.22	0.47	0.55	0.44	0.8	6.92	7.50	7.31	99	99	19.2	21.4	20.14	5	13
Jul-17	13.16	0.42	0.45	0.39	0	7.39	7.73	7.59	99	99	21.2	23.1	22.05	2	2
Aug-17	12.84	0.41	0.43	0.40	0.13	7.42	7.69	7.60	99	99	21.9	23.3	22.40	5	11
Sep-17	12.68	0.42	0.48	0.38	0.9	7.45	7.60	7.53	99	99	20.2	22.8	21.58	4	5
Oct-17	14.68	0.47	0.61	0.41	2.96	7.46	7.74	7.57	99	98	17.6	20.8	19.03	4	10
Nov-17	20.08	0.67	1.02	0.45	5.92	7.32	7.68	7.52	99	99	15.6	17.5	16.44	3	4
Dec-17	20.57	0.66	1.15	0.50	2.52	7.29	7.61	7.51	99	98	13.4	15.3	14.33	2	3

Jan-18	23.66	0.76	1.15	0.56	4.04	7.37	7.68	7.50	99	99	13.3	14.2	13.57	3	5
Feb-18	26.05	0.93	1.90	0.65	5.16	7.38	7.60	7.46	99	99	11.6	14.4	12.89	2	3
Mar-18	19.20	0.62	0.78	0.53	2.05	7.38	7.80	7.62	99	99	12.7	15.2	13.86	4	4
Apr-18	24.19	0.81	1.36	0.52	4.92	7.50	7.67	7.63	99	99	13.9	16.9	15.02	4	12
May-18	15.65	0.50	0.67	0.43	0.25	7.53	7.87	7.74	98	98	16.9	20.8	19.30	6	6
Jun-18	14.00	0.47	0.51	0.43	1.16	7.77	7.92	7.83	99	98	19.0	21.6	20.36	5	13
Jul-18	13.69	0.44	0.54	0.39	0.3	7.78	7.90	7.85	98	99	20.7	23.8	22.08	5	7
Aug-18	13.74	0.44	0.49	0.42	0.09	7.55	7.89	7.77	99	98	21.1	23.6	22.81	4	4
Sep-18	13.20	0.44	0.49	0.40	1.24	7.49	7.89	7.72	99	99	20.5	22.4	21.25	4	5
Oct-18	14.23	0.46	0.54	0.42	1.79	7.36	7.77	7.63	99	99	18.1	20.4	19.05	6	10
Nov-18	16.44	0.55	0.72	0.48	4.08	7.34	7.66	7.53	99	99	15.2	18.1	16.57	9	60
Dec-18	18.41	0.59	1.11	0.45	3.04	7.30	7.54	7.45	99	99	14.2	15.8	15.09	7	14

2018 ROW Division - Building & Grounds, Streets, Parks and Drainage

BLDG & GROUNDS: Hours per Facility					STREETS: Hours							
	City Hall	Library	Police & Fire	PW & WWTP		Citizen Request	SIGNS <i>repair/maint</i>	PAINTING <i>street striping</i>	POTHOLES	Mow, Weed, & Spray	BANNERS	Special Event Set Up HRS
Jan	18	6	10	12	Jan-17	8	31	0	44	34	0	0
Feb	9	2	11	16	Feb-17	2	32	0	7	0	1	1
March	20	8	9	14	Mar-17	4	8	6	13	18	4	4
April	16	10	5	9	Apr-17	3	16	8	6	30	5	7
May	29	7	2	19	May-17	6	0	0	2	102	2	21
June	27	13	14	39	Jun-17	5	13	18	1	198	11	29
July	23	4	14	24	Jul-17	13	2	156	0	90	5	55
Aug	4	5	2	23	Aug-17	3	0	16	12	181	2	69
Sept	8	4	1	9	Sep-17	2	14	3	0	66	1	0
Oct	10	16	13	33	Oct-17	1	3	0	0	25	0	4
Nov	19	1	16	6	Nov-17	2	8	0	2	3	2	7
Dec	11	8	7	19	Dec-17	0	7.25	0	2.5	0	0	5
TOTAL	194	84	104	223	TOTAL	49	134.25	207	89.5	747	33	202

PARKS									
	# Citizen Requests	Church Creek RSVPs	Picnic Shelter Fees Collected	Other Facility Rental Fees	Vandalism # times	Mow & Weed HRS	Baseball Field HRS	Field Use Fees Collected	Volunteer Work-in Kind
Jan	1	0	\$ -	\$ 52.50	12	0	0	\$ 90.00	\$ -
Feb	0	0	\$ -	\$ 25.00	7	0	0	\$ -	\$ -
March	0	0	\$ 40.00	\$ 52.50	8	35	15	\$ 7,235.00	\$ -
April	0	0	\$ 130.00	\$ -	3	31	14	\$ -	\$ -
May	0	1	\$ 80.00	\$ -	10	88	21	\$ -	\$ -
June	2	4	\$ 240.00	\$ -	10	165	19	\$ -	\$ -
July	0	5	\$ 60.00	\$ 12.50	4	52	30	\$ 3,750.00	\$ -
Aug	0	10	\$ 150.00	\$ 30.00	4	100	4	\$ 1,437.50	\$ -
Sept	1	3	\$ -	\$ -	3	48	14	\$ -	\$ -
Oct	1	0	\$ -	\$ 47.50	14	30	8	\$ 210.00	\$ -
Nov	0	0	\$ 100.00	\$ 10.00	0	14	2	\$ -	\$ -
Dec	0	0	\$ -	\$ 600.00	4	1	0	\$ -	\$ -
TOTAL	5	23	\$ 800.00	\$ 830.00	79	564	127	\$ 12,722.50	\$ -
Total Fees Collected								\$14,352.50	

DRAINAGE				
	Retention Pond Maint. HRS.	Drainage Complaints	ISSUE	Hours
Jan	0	1	Remove homeless camp.	3
Feb	0	0		
Mar	2	0		
Apr	0	0		
May	11	0		
Jun	110	0		
Jul	203	0		
Aug	72.5	0		
Sept	0.5	0	Movie Theater: Leaking drain pipe. 276th & 76th plugged drain pipes. Hreitage: overflowing parking drain.	39
Oct	0	0		
Nov	0	0		
Dec	0	0		
TOTAL	399	1		42

2018 VOLUNTEER HOURS

VOLUNTEER GROUP HOURS				
Month	Group	Project	Number of Volunteers	Total Hours
April	Friends of Stanwood Parks & Trails	Cleaned up Ivy at Church Creek Park	4	6
June	Stanwood Labyrinth	Painted a labyrinth at the City Hall Park	6	12
TOTAL			10	18

[illegible]



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a
DATE: January 24, 2019
SUBJECT: Public Works Committee Meeting Minutes
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – January 7, 2019 Public Works Committee Minutes

SUMMARY STATEMENT

The Public Works Committee met on Monday, January 7, 2019 at 5:00pm at the Wastewater Treatment Plant located at 26729 98th Drive NW, Stanwood, Washington, 98292.

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

AGENDA

1. Retention/Detention Pond Policy Update Draft
2. QCC Contract Supplemental No. 1

DISCUSSION

- Pioneer Hwy Guardrail Repair

PUBLIC WORKS/PARKS COMMITTEE MEETING
Monday, January 7, 2019 – 5:00pm
Wastewater Treatment Plant – 26729 98th Drive NW
MINUTES

Attendance:

Councilmembers: Rob Johnson, Tim Pearce, Larry Sather
City Staff: Kevin Hushagen, Jennifer Olson

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

1. Retention/Detention Pond Policy Update Draft

After reviewing the proposed update to SMC 12.14.040, which adds subsection 2 'existing stormwater facilities may be transferred to the city for ownership and/or maintenance by deed or easement with agreement of the city', the Committee recommended that this item be taken to full council for approval.

2. QCC Contract Supplemental No. 1

After discussion, the Committee recommended this item be taken to full council for approval.

DISCUSSION ITEMS

- **Pioneer Hwy Guardrail Repair**

The guardrail on Pioneer Hwy just south of Logan Road was damaged when hit by a car on November 11, 2018. Staff has been working with the motorist's insurance company. Staff used the MRSC roster to get quotes. The City received two bids. Petersen Brothers, Inc. submitted the low bid of \$11,075.76 plus tax. Staff will be bringing the contract to full council on January 10th asking the council to authorize the Mayor to sign the contract.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6b

DATE: January 24, 2019

SUBJECT: Community Development Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – January 10, 2019 Meeting Minutes

SUMMARY STATEMENT

Minutes from the January 10, 2019 Community Development Committee meeting are attached to this staff report for approval as presented.

**City Council
COMMUNITY DEVELOPMENT COMMITTEE**

**January 10, 2019 Meeting
Meeting Notes**

Attendance:

Council Committee Members and Staff:

Elizabeth Callaghan, Councilmember
Judy Williams, Councilmember
Jennifer Ferguson, City Administrator
Patricia Love, Community Development Director

Public:

Tim Schmitt

Excused Absences:

Kelly McGill, Councilmember
Rob Johnson, Councilmember

RICHARDSON STREET VACATION:

Approximately a year ago, the City Council held a public hearing on a street vacation request by Carrie Richardson. Ms. Richardson requested to vacate a portion of the unopened 270th St. NW and Camano St. right-of-way which is currently being utilized for parking at the Home Center. The Council unanimously approved the street vacation and directed staff to obtain the necessary survey, legal description and valuation. Those items are now complete.

While obtaining the appraisal for the portion of the right-of-way to be vacated, Ms. Richardson approached the City with the idea to exchange property as an option versus paying half the cost of the appraised right-of-way value as required by the state law. Ms. Richardson owns the parking lot in front of the Stanwood House on 270th Street. Ms. Richardson would like to retain 6 parking stalls to serve her property. The City is supportive of the property exchange at no cost to the City to promote economic development activities and programs in the west end of the City. Additional west end parking could benefit:

- Summer concerts
- Summer Salsa / Festival
- Promote Arts Guild Events
- Block Parties / Events where 270th Could Be Closed Off to Vehicles (Similar to East Side Events)
- Promote Festivals / Events on Both Ends of Downtown Stanwood

The Community Development Committee reviewed the issue at their November and December 2018 meetings and is supportive of the exchange as it will benefit those shopping in the west end of town and provide additional parking for special events. Patricia Love, Community Development Director will begin working on the street vacation ordinance with the City Attorney to bring back to Council for adoption.

POLICE STATION / CITY HALL COMMERCE GRANT:

The City just recently purchased a piece of property for future construction of a Police Station / City Hall off of 72nd Avenue NW by the high school. Part of the financing of this project came from a Washington Department of Commerce grant. As part of the reimbursement process, the City discovered that the Commerce Grant contract

was not formally adopted. This does not put the funds in jeopardy; but the City needs to finalize the contract prior to applying for reimbursement. Staff will forward the contract to Council for approval once it has been drafted by the Department of Commerce and approved by the City Attorney.

CEDARHOME SQUARE FINAL PLAT:

The Cedarhome Square Preliminary Plat, Phase 1, is nearing completion and will be forwarded to Council for final plat approval in the next few weeks.

IS4 PERMITTING:

The City has asked our environmental on-call consultant, Confluence Environmental, to prepare the permitting for the IS4 project. 2019 work will include shoreline permitting, environmental review, Federal Corps of Engineers Permit, Cultural Resource Review and the Hydraulic Permit from the Department of Fish and Wildlife. We expect this work will take about a full year due to the Federal Corps permit process. Confluence has estimated a permitting cost of \$90,000. The Community Development Committee was supportive of moving forward with a Task Order to start the permitting process of the project.

ALLIANCE FOR HOUSING AFFORDABILITY:

At the December CDC meeting staff provided a short overview of the Alliance for Housing Affordability and 2018 Housing Trust Fund. Since then the AHA Review Committee evaluated three applications to provide low income housing projects in Snohomish County. A funding recommendation will be submitted to the full AHA Board on January 23, 2019 where they will vote on how to disperse \$655,000 in the Housing Trust Fund. As the Chair of the Community Development Committee, Elizabeth Callaghan will attend that meeting and vote on the final funding recommendations.

BUILDING INSPECTOR CONTRACT

Pacific Rim Code Services Inc. has provided the City with on-call building inspectors since 1989. Recently in reviewing a work order for Pacific Rim, it was noted that their contract had no expiration date and has not been updated using the City's current contract language. Staff is working with Pacific Rim and the City Attorney on updating their contract.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: January 24, 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 30764 through 30817 and electronic funds transfers from Washington Federal Bank in the amount of \$884,184.05. Approve issuance of Washington Federal Bank payroll checks 1569 through 1578 and electronic funds transfers from Washington Federal Bank in the amount of \$257,944.59.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 30764 THROUGH 30817 AND ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$884,184.05. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL CHECKS 1569 THROUGH 1578 AND PAYROLL ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$257,944.59.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

12/31/2018 To: 12/31/2018

Time: 14:11:59 Date: 01/17/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7615	12/31/2018	Claims	3	30764	APP- Associated Petroleum Products	2,359.27	04-0100494
7616	12/31/2018	Claims	3	30765	Accu-Comm Inc	450.04	230006
7617	12/31/2018	Claims	3	30766	Edward Avila	92.00	City Of Stanwood
7618	12/31/2018	Claims	3	30767	BHC Consultants, LLC	40,312.21	Project 18-10515.01
7619	12/31/2018	Claims	3	30768	Gaylynn Brien	60.00	City Of Stanwood
7620	12/31/2018	Claims	3	30769	Cadman, inc	2,007.29	9415350
7621	12/31/2018	Claims	3	30770	Cascade Natural Gas Corp	500.28	127 540 0000 3; 839 440 0000 5; 931 607 9072 6; 953 540 0000 2; 608 440 0000 4
7622	12/31/2018	Claims	3	30771	Edge Analytical Inc	20.00	STA01
7623	12/31/2018	Claims	3	30772	Forest Land Services Inc	51.55	City Of Stanwood
7624	12/31/2018	Claims	3	30773	Devin Grohs	102.00	City Of Stanwood
7625	12/31/2018	Claims	3	30774	HB Jaeger Company LLC	2,675.25	3330
7626	12/31/2018	Claims	3	30775	Hamilton Lumber LLC	19.62	City Of Stanwood
7627	12/31/2018	Claims	3	30776	Lenz Enterprises Inc	10.00	City Of Stanwood
7628	12/31/2018	Claims	3	30777	Loggers & Contractors Supply Inc.	23.01	CITSTA
7629	12/31/2018	Claims	3	30778	Navia Benefits	50.00	City Of Stanwood
7630	12/31/2018	Claims	3	30779	Office Depot	806.75	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
7631	12/31/2018	Claims	3	30780	PUD Of Snohomish County *	14,023.94	200240505; 221854284; 200208858; 202982351; 220923312; 200592889; 202423729; 200794063; 201942398
7632	12/31/2018	Claims	3	30781	Pratt Pest Management NW Inc	185.47	683591
7633	12/31/2018	Claims	3	30782	RH2 Engineering Inc	8,973.15	City Of Stanwood
7634	12/31/2018	Claims	3	30783	Shred-it US JV LLC	41.91	14668765
7635	12/31/2018	Claims	3	30784	Skagit Farmers Supply	2,466.46	135052
7636	12/31/2018	Claims	3	30785	Sno Co Human Services Dept *	385.59	HSALC021
7637	12/31/2018	Claims	3	30786	Sno Co Information Services *	4,762.49	DIS1107
7638	12/31/2018	Claims	3	30787	Sno Co Public Works *	1,887.44	CR000024
7639	12/31/2018	Claims	3	30788	Sno Co Sheriffs Office *	143,756.17	SSH00001; SSH00001
7640	12/31/2018	Claims	3	30789	Snohomish County Public Def Association	1,926.10	City Of Stanwood
7641	12/31/2018	Claims	3	30790	Stanwood Camano News	346.82	261981; 261981; 261981
7642	12/31/2018	Claims	3	30791	Stanwood City Utility	1,537.50	4252; 1241; 1271; 1328; 1332; 1573; 1348; 1587; 1674; 1675; 2416; 1473
7643	12/31/2018	Claims	3	30792	Strategies 360 Inc	1,500.00	City Of Stanwood
7644	12/31/2018	Claims	3	30793	US Bank	2,531.88	4485 5945 5564 1495
7645	12/31/2018	Claims	3	30794	USA Bluebook	1,955.45	478228; 478228
7646	12/31/2018	Claims	3	30795	Verizon Wireless	1,228.42	372541731-00001
7647	12/31/2018	Claims	3	30796	Washington State Patrol *	288.00	STA301
7648	12/31/2018	Claims	3	30797	Waste Management Skagit	154.18	8-34465-95001
7649	12/31/2018	Claims	3	30798	Wes Weld Corporation	327.30	City Of Stanwood
7650	12/31/2018	Claims	3	30799	Xpress/Bill Pay	419.50	10290
7651	12/31/2018	Claims	3	30800	Zumar Industries Inc	7,541.37	000683; 000683
7658	12/31/2018	Claims	3	30818	A WorkSAFE Service, Inc	110.00	City Of Stanwood
7659	12/31/2018	Claims	3	30819	Aramark Uniform Services Inc	629.10	937963000
7660	12/31/2018	Claims	3	30820	Core & Main	776.44	110855
7661	12/31/2018	Claims	3	30821	J.A. Brennan Associates, PLLC	391.50	City Of Stanwood
7662	12/31/2018	Claims	3	30822	Office Depot	79.13	36274097
7663	12/31/2018	Claims	3	30823	PCE Pacific	3,415.70	City Of Stanwood

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

12/31/2018 To: 12/31/2018

Time: 14:11:59 Date: 01/17/2019
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7664	12/31/2018	Claims	3	30824	PUD Of Snohomish County *	7,894.96	221041510; 200142180; 202882056; 202579512; 202670675; 202694204; 202727285; 200367373; 200633634; 200128742; 200103539; 200794063; 201942398
7665	12/31/2018	Claims	3	30825	Pacific Rim Code Services Inc	3,447.47	City Of Stanwood
7666	12/31/2018	Claims	3	30826	Petty Cash/ Marcy Mathis -Custodian	15.80	City Of Stanwood
7667	12/31/2018	Claims	3	30827	RH2 Engineering Inc	28,325.18	City Of Stanwood; City Of Stanwood; City Of Stanwood
7668	12/31/2018	Claims	3	30828	Sno Co District Court	554.72	DCT34003
7669	12/31/2018	Claims	3	30829	Sno Co Office Of Public Defense *	168.00	City Of Stanwood
7670	12/31/2018	Claims	3	30830	Sno Co Prosecuting Attorney *	1,161.84	City Of Stanwood
7671	12/31/2018	Claims	3	30831	Sno Co Public Works *	3,285.83	CR000024; CR000024
7672	12/31/2018	Claims	3	30832	Sno Co Sheriff's Office - CB	3,076.82	City Of Stanwood
7673	12/31/2018	Claims	3	30833	Sno Co Sheriff's Office *	143,318.17	SSH00001
7674	12/31/2018	Claims	3	30834	Snohomish County Treasurer	15.76	City Of Stanwood
7675	12/31/2018	Claims	3	30835	Stanwood Ace Hardware/ Jks Ventures	454.75	20013
7676	12/31/2018	Claims	3	30836	Stilly Auto Parts Napa	29.86	27197
7677	12/31/2018	Claims	3	30837	US Bank Na Custody/ Treas Div- Money Ctr	40.00	777221717
7678	12/31/2018	Claims	3	30838	Utilities Underground Loc	32.25	134200
7679	12/31/2018	Claims	3	30839	WA St Treasurer	1,532.92	City Of Stanwood
7680	12/31/2018	Claims	3	30840	Washington State Patrol *	416.00	STA301
7681	12/31/2018	Claims	3	30841	Weed, Graafstra & Associates, Inc., P.S	9,527.00	3868-0000M
7682	12/31/2018	Claims	3	30842	Wes Weld Corportion	109.10	City Of Stanwood
						001 General Fund	313,605.20
						101 Street Fund	11,994.58
						103 Street Construction Fund	10,791.78
						104 Park Improvement Fund	1,098.50
						110 Building Improvement Fund	863.25
						401 Sewer Fund	15,001.87
						403 Sewer Construction Fund	49,907.93
						410 Drainage Fund	2,718.62
						421 Water Fund	43,686.01
						422 Water Construction Fund	2,666.29
						630 Agency Fund	2,252.68
						Claims:	454,586.71
							454,586.71

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

() Finance Director () Auditing Officer
() Deputy Finance Director



Date: 1-17-19

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

01/01/2019 To: 01/17/2019

Time: 14:12:53 Date: 01/17/2019
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8	01/02/2019	Claims	3	EFT	WA St Dept of Licensing *	666.00	Gun Permit Fee
27	01/02/2019	Claims	3	EFT	Heartland Payment Systems	127.33	December Credit Card Charges
155	01/03/2019	Claims	3	EFT	Chase Paymentech	865.46	December Merchant Fees
193	01/10/2019	Claims	3	30801	AWC- Drug & Alcohol Testing Consortium	805.00	City Of Stanwood
194	01/10/2019	Claims	3	30802	Association Of Wa Cities *	1,081.18	005,652-00
195	01/10/2019	Claims	3	30803	Bias Software	9,466.86	City Of Stanwood
196	01/10/2019	Claims	3	30804	Cascade Septic, LLC	110.00	City Of Stanwood
197	01/10/2019	Claims	3	30805	Economic Alliance Snohomish County	1,000.00	City Of Stanwood
198	01/10/2019	Claims	3	30806	Environment Control	1,116.22	257778
199	01/10/2019	Claims	3	30807	Frontier *	1,232.76	360-629-4907-072497-5; 206-188-0411-053105-5
200	01/10/2019	Claims	3	30808	North West Instrument Services	130.92	City Of Stanwood
201	01/10/2019	Claims	3	30809	Refund - Timothy King	51.52	Ref Timothy King Acct 1665 For Overpayment Of Final Bill
202	01/10/2019	Claims	3	30810	Ricoh USA, Inc.	1,975.92	1316669-3660090; 1316669-3660140; 1316669-3660143; 1316669-3660142; 1616669-3659652
203	01/10/2019	Claims	3	30811	Sno Co Clerks/Finance Officers Assoc	60.00	City Of Stanwood
204	01/10/2019	Claims	3	30812	Snohomish County 911	6,899.07	City Of Stanwood
205	01/10/2019	Claims	3	30813	UPS Store #4798	14.73	City Of Stanwood
206	01/10/2019	Claims	3	30814	WA Cities Insurance	156,593.00	City Of Stanwood
207	01/10/2019	Claims	3	30815	WA St Dept of Ecology *	232,619.67	City Of Stanwood; City Of Stanwood; City Of Stanwood
208	01/10/2019	Claims	3	30816	Wave Broadband	122.25	8136 10 014 0036680
209	01/10/2019	Claims	3	30817	Xylem Water Solutions U.S.A., Inc.	14,659.45	129265
						53,519.64	001 General Fund
						20,213.83	101 Street Fund
						14.73	103 Street Construction Fund
						288,379.57	401 Sewer Fund
						29,271.62	410 Drainage Fund
						38,865.96	421 Water Fund
						-668.01	630 Agency Fund
						429,597.34	Claims:
						429,597.34	

* Transaction Has Mixed Revenue And Expense Accounts

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

() Finance Director () Auditing Officer
() Deputy Finance Director



Date: 1-17-19

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

01/03/2019 To: 01/17/2019

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
43	01/08/2019	Payroll	3	EFT		4,042.90	December 2018 Payroll
44	01/08/2019	Payroll	3	EFT		3,484.61	December 2018 Payroll
45	01/08/2019	Payroll	3	EFT		2,157.67	December 2018 Payroll
46	01/08/2019	Payroll	3	EFT		322.25	December 2018 Payroll
47	01/08/2019	Payroll	3	EFT		2,510.21	December 2018 Payroll
48	01/08/2019	Payroll	3	EFT		5,445.53	December 2018 Payroll
49	01/08/2019	Payroll	3	EFT		3,115.58	December 2018 Payroll
50	01/08/2019	Payroll	3	EFT		1,814.52	December 2018 Payroll
51	01/08/2019	Payroll	3	EFT		2,410.35	December 2018 Payroll
52	01/08/2019	Payroll	3	EFT		2,395.70	December 2018 Payroll
53	01/08/2019	Payroll	3	EFT		3,782.56	December 2018 Payroll
54	01/08/2019	Payroll	3	EFT		3,013.87	December 2018 Payroll
55	01/08/2019	Payroll	3	EFT		2,425.34	December 2018 Payroll
56	01/08/2019	Payroll	3	EFT		2,795.89	December 2018 Payroll
57	01/08/2019	Payroll	3	EFT		5,185.87	December 2018 Payroll
58	01/08/2019	Payroll	3	EFT		322.18	December 2018 Payroll
59	01/08/2019	Payroll	3	EFT		4,349.90	December 2018 Payroll
60	01/08/2019	Payroll	3	EFT		10,267.90	December 2018 Payroll
61	01/08/2019	Payroll	3	EFT		792.41	December 2018 Payroll
62	01/08/2019	Payroll	3	EFT		3,799.14	December 2018 Payroll
63	01/08/2019	Payroll	3	EFT		3,154.27	December 2018 Payroll
64	01/08/2019	Payroll	3	EFT		272.25	December 2018 Payroll
65	01/08/2019	Payroll	3	EFT		5,773.22	December 2018 Payroll
66	01/08/2019	Payroll	3	EFT		322.18	December 2018 Payroll
67	01/08/2019	Payroll	3	EFT		2,653.39	December 2018 Payroll
68	01/08/2019	Payroll	3	EFT		670.69	December 2018 Payroll
69	01/08/2019	Payroll	3	EFT		4,856.70	December 2018 Payroll
70	01/08/2019	Payroll	3	EFT		319.04	December 2018 Payroll
71	01/08/2019	Payroll	3	EFT		2,083.01	December 2018 Payroll
72	01/08/2019	Payroll	3	EFT		3,190.51	December 2018 Payroll
73	01/08/2019	Payroll	3	EFT		2,162.88	December 2018 Payroll
74	01/08/2019	Payroll	3	EFT		3,478.93	December 2018 Payroll
75	01/08/2019	Payroll	3	EFT		2,972.08	December 2018 Payroll
76	01/08/2019	Payroll	3	EFT		2,077.07	December 2018 Payroll
77	01/08/2019	Payroll	3	EFT		2,009.57	December 2018 Payroll
78	01/08/2019	Payroll	3	EFT		2,646.21	December 2018 Payroll
79	01/08/2019	Payroll	3	EFT		322.25	December 2018 Payroll
80	01/08/2019	Payroll	3	EFT		322.18	December 2018 Payroll
81	01/08/2019	Payroll	3	EFT		1,075.50	December 2018 Payroll
95	01/08/2019	Payroll	3	EFT	Department Of Retirement Systems	39,040.52	Pay Cycle(s) 01/08/2019 To 01/08/2019 - PERS2; Pay Cycle(s) 01/08/2019 To 01/08/2019 - PERS 3; Pay Cycle(s) 01/08/2019 To 01/08/2019 - 457 - DRS (DCP)
96	01/08/2019	Payroll	3	EFT	Internal Revenue Service (941)	47,684.89	941 Deposit for Pay Cycle(s) 01/08/2019 - 01/08/2019
97	01/08/2019	Payroll	3	1569	AFLAC	614.96	Pay Cycle(s) 01/08/2019 To 01/08/2019 - AFLAC, Pre-Tax; Pay Cycle(s) 01/08/2019 To 01/08/2019 - AFLAC, Post-Tax

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

01/03/2019 To: 01/17/2019

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
98	01/08/2019	Payroll	3	1570	AWC Employee Benefit Trust	20,199.94	Pay Cycle(s) 01/08/2019 To 01/08/2019 - AWC - Medical; Pay Cycle(s) 01/08/2019 To 01/08/2019 - AWC- Dental; Pay Cycle(s) 01/08/2019 To 01/08/2019 - AWC - Vision; Pay Cycle(s) 01/08/2019 To 01/08/2019;
99	01/08/2019	Payroll	3	1571	Colonial Life Insurance	66.75	Pay Cycle(s) 01/08/2019 To 01/08/2019 - Colonial Life Ins
100	01/08/2019	Payroll	3	1572	Hartford Retirement Plan Services	1,708.00	Pay Cycle(s) 01/08/2019 To 01/08/2019 - 457 - MassMutual (Hartford); Pay Cycle(s) 01/08/2019 To 01/08/2019 - Roth 457(b)(MassMutual)
101	01/08/2019	Payroll	3	1573	ICMA Retirement Trust	2,489.74	Pay Cycle(s) 01/08/2019 To 01/08/2019 - 457 - ICMA
102	01/08/2019	Payroll	3	1574	Navia Benefits	311.66	Pay Cycle(s) 01/08/2019 To 01/08/2019 - Medical FSA- S125
103	01/08/2019	Payroll	3	1575	Teamsters Union Local 231	1,360.00	Pay Cycle(s) 01/08/2019 To 01/08/2019 - Teamsters Dues
104	01/08/2019	Payroll	3	1576	Washington Teamsters Welfare Trust	30,910.00	Pay Cycle(s) 01/08/2019 To 01/08/2019 - Union Dental; Pay Cycle(s) 01/08/2019 To 01/08/2019 - Teamsters Medical
140	01/07/2019	Payroll	3	1577	Dept of Labor and Industries	7,658.37	4TH Quarter 10/01/2018 - 12/31/2018
141	01/07/2019	Payroll	3	1578	Employment Security Dept	1,103.45	4TH Quarter 10/01/2018 - 12/31/2018
001 General Fund						129,785.18	
101 Street Fund						17,255.52	
108 Transportation Sales Tax Fund						1,230.15	
401 Sewer Fund						43,378.81	
410 Drainage Fund						18,321.13	
421 Water Fund						47,973.80	

257,944.59 Payroll: 257,944.59

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

() Finance Director () Auditing Officer
() Deputy Finance Director



Date: 1-17-19



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: January 24, 2019

SUBJECT: City Council January 10, 2019 Regular Meeting Minutes

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the January 10, 2019 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE JANUARY 10, 2019 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, January 10, 2019 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Pro Tempore Dianne White called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

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

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

Also present: City Administrator Jennifer Ferguson, Public Works Director Kevin Hushagen, Finance Director David Hammond, Community Development Director Patricia Love, Fire Chief John Cermak, Police Chief Norm Link, Attorney Brett Vinson, and Deputy Clerk Erica Schorn.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember McGill, to amend the agenda to add Item 8e, authorize the Mayor to sign a contract with Petersen Brothers Inc. for guardrail replacement on Pioneer Highway. Motion carried unanimously.

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

4. Citizen Comments

Tim Schmitt – 27308 101st Avenue

Mr. Schmitt suggested changes to the 2019 council calendar. He stated that council separate budget meetings from the work plan meetings. He believes Council and staff are attempting to cover too much in one evening.

Cathy Wooten – 27828 84th Ave NW

Mrs. Wooten thanked Council for their support of the Snow Goose Festival. The website is up at snowgoosefest.org with information on bus tours and speakers. Mrs. Wooten also suggested that Council meeting recordings be more readily accessible to citizens.

5. Staff Reports

- a. Police Compstat Report – November 2018

Stanwood City Council Meeting Minutes – January 10, 2019

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

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

8. New Business

- a. Elect Mayor Pro Tempore

Motion by Councilmember Pearce, second by Councilmember Callaghan, to appoint Councilmember White as Mayor Pro Tempore to serve a one year term in 2019. Motion carried unanimously.

- b. Council Committee Selection

Mayor Pro Tempore White stated that committee assignments for 2019 are in the packet.

Motion by Councilmember White, second by Councilmember McGill, to approve council standing committee memberships as submitted by the nominating committee. Motion carried unanimously.

- c. Set 2019 Council Calendar

Councilmember Callaghan mentioned that she may not be able to attend the Special Meeting on February 7th.

Motion by Councilmember Sather, second by Councilmember Pearce, to set special meetings and approve the council calendar for 2019 as presented by staff. Motion carried unanimously.

- d. Approve Resolution 2019-01 Adoption of Amended Salary and Benefits Schedule

Finance Director David Hammond presented Resolution 2019-01 amending the pay and benefits schedule. The Community Development Department had two resignations in December: the Building Official and the Associate Planner. This gave the Department a chance to review staffing and work assignments. The Department plans to hire an Administrative Assistant and leave the Associate Planner position vacant. The resolution adds a Permit Specialist/Planner Position, including the addition of minor planner duties. This would be on an interim basis because the 2019

Stanwood City Council Meeting Minutes – January 10, 2019

work plan includes a city wide review of staffing needs. There was a slight change to the salary range of the Permit Specialist/Planner position which was based on a comparison with peer cities. This item went to the Finance and Community Development Committees in December and both committees were in favor of this amendment.

Motion by Councilmember Sather, second by Councilmember McGill, to adopt Resolution 2019-01 formally amending the salary and benefit schedule for city employees effective January 10, 2019. Motion carried unanimously.

- e. Authorize the Mayor to Sign a Contract with Petersen Brothers Inc. for Guardrail Replacement on Pioneer Highway

Public Works Director Kevin Hushagen explained that there was an accident on Pioneer Highway and a portion of the guardrail was damaged. This contract is to repair the damaged guardrail. A claim has been filed with the motorist's insurance company.

Motion by Councilmember Sather, second by Councilmember McGill, 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. Motion carried unanimously.

9. Public Hearing

- a. To Hear Public Testimony Regarding:
 - i. Ordinance 1469 Wireless Communications Facilities/Small Cell Code Amendment, First Reading, Second Reading and Final Adoption

Mayor Pro Tempore White commented that this item is on for first and second reading and final adoption this evening because of a federal deadline of January 14, 2019 that must be met.

Community Development Director Patricia Love presented Ordinance 1469 to Council. If the city doesn't adopt this ordinance this evening, and an application for a small cell facility is submitted, there would be no codes in place for compliance. She reminded Council that revisions can always be made to the ordinance at a future date. The purpose of the ordinance is to bring the city into compliance with the FCC requirements for small cell technology. Director Love described small cell technology, and noted that it will allow citizens to use 4G and potentially 5G technology. Director Love explained that this code amendment will supplement regulations already in our code, and discussed the changes included in the ordinance. This was brought to the Planning Commission on January 7th, and the Commission unanimously recommended council approval.

Councilmember McGill recommended that the city not assume a PUD poll is in public right of way as any applications come in.

Mayor Pro Tempore White opened the public hearing to hear public testimony regarding Ordinance 1469.

Tim Schmitt - 27308 101st Avenue

Mr. Schmitt had four clarifications/recommendations for the city to consider for any future revisions:

- 1) Where on the website can applications be found?
- 2) What is the process when an application does come in?

Stanwood City Council Meeting Minutes – January 10, 2019

- 3) The code doesn't consider what will happen if one of the stations falls into abandonment or disuse.
- 4) The code does not contemplate performance bonds.

Mayor Pro Tempore White closed the public hearing.

Motion by Councilmember Sather, second by Councilmember McGill, to approve 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*

Councilmember McGill commented that he does think the point about what would happen if a station falls into abandonment is valid.

Attorney Vinson commented that this concern is addressed in the Ordinance in section 9 and 10 of 17.220.050 Overall Performance Standards. He will get back to council regarding the performance bond concern, though he does believe there is an order regarding municipalities' limited abilities to require bonds.

Councilmember White – yes, Councilmember Callaghan – yes, Councilmember Pearce – yes, Councilmember Sather – yes, Councilmember McGill – yes, Councilmember Williams – yes. Motion carried unanimously.

10. Reports of Officers and Committees

a. Mayor's Report

Mayor Pro Tempore White commented that the Snow Goose Festival is a great community event, and she is glad they are doing the bus tours.

b. City Administrator's Report

City Administrator Jennifer Ferguson reminded council that information on community events can be found at DiscoverStanwoodCamano.com. She also mentioned that the Point-in-Time Count will be on January 23rd – a count of sheltered and unsheltered homeless persons on a single night. Anyone interested in volunteering can contact the Community Resource Center. City Administrator Ferguson also let council know that she is now married, and her new last name is Ferguson.

c. Councilmember Reports and Questions

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10. Citizen Closing Comments

Cathy Wooten - 27828 84th Ave NW

Mrs. Wooten commented that she is appreciative of the feeling of collaboration that she has noticed with the new City Administrator as well as the new Community Development Director. She commented that our Park Impact Fees are too low, and hopes that council revisits the issue this year. This boom in development is not necessarily going to sustain itself and we don't want to miss the opportunity to collect on that.

Tim Schmitt - 27308 101st Avenue

Mr. Schmitt thanked Public Works for quickly repairing a stop sign that was down recently, and also thanked the police department for its response to a recent neighborhood dispute.

11. Adjourn

Mayor Pro Tempore Dianne White adjourned the meeting at 7:32 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7e

DATE: January 24, 2019

SUBJECT: Appointment of Parks and Trails Advisory Committee members

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – Excerpt of Resolution 2014-02 (Rule 29 – Committees)

ISSUE

Does the City Council concur with the Mayor's recommendation to re-appoint five current members and two new individuals who have expressed interest in serving on the Parks and Trails Advisory Committee?

RECOMMENDATION

Appoint the following individuals for service on the Parks and Trails Advisory Committee:

- Dave Hall (1st term)
- Lisa Bruce (1st term)
- Matt Withers (2nd term)
- Steve Shepro (2nd term)
- Sue Thees (3rd term)
- Gordon Bell (3rd term)
- Marshall Will (3rd term)

SUMMARY

The City Council approved the formation of a five to seven member Parks and Trails Advisory Committee in 2016 to advise the city on issues related to the planning, development, funding and construction of city parks and trails. Seven individuals were appointed by City Council in each of the preceding two years.

DISCUSSION

This Committee provides a valuable liaison between the community and the city council, and ensures citizen involvement in all aspects of the Parks and Trails planning and development process.

The Committee has met more or less monthly since its inception in November 2016. It is anticipated the Committee will continue to meet monthly, or as deemed necessary, for the foreseeable future. Membership is voluntary and members will not be compensated. The City Council may choose to dissolve the committee at any time.

A majority of members recommended for appointment are Stanwood residents. The Committee will continue meeting as needed and staff and committee members will determine the date and time of their future meetings cooperatively, which will be open to the public and subject to open meeting laws. With the assistance of staff and other professionals, the committee will cooperatively plan and prepare project recommendations for presentation to the Planning Commission and City Council. The Committee will be advisory only and not have decision-making authority.

The Committee has concluded work on a six-year parks and trails implementation plan and produced a final report for Parks and Trails Phase II planning efforts in 2017, and completed review on the Parks, Recreation and Open Space Plan draft amendments in 2018. It is anticipated that the Committee will wrap-up review of the Heritage Park master plan and Drainage Study, as well as begin work on Ovenell and Hamilton master plans and/or development proposals over the coming year along with other park and trail issues that may arise.

Staff and committee members recognize the dedicated work and effort of Bob Hitz (long time Stanwood resident and avid walker) and Seth Richey (Stanwood Camano Little League President) who both served two terms on the Committee and provided valuable input and insight during their service.

FISCAL IMPACT

There is no fiscal impact.

COMMITTEE RECOMMENDATION

The Public Works Committee reviewed the formation of the Parks and Trails Advisory Committee over several meetings in fall 2016.

CITY COUNCIL OPTIONS

- 1) Appoint the recommended individuals to the Parks and Trails Advisory Committee.
- 2) Appoint limited selection of individuals to the Parks and Trails Advisory Committee.
- 3) Do not appoint members of the Parks and Trails Advisory Committee at this time.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF THE FOLLOWING INDIVIDUALS TO THE PARKS AND TRAILS ADVISORY COMMITTEE:

**Dave Hall
Lisa Bruce
Matt Withers
Steve Shepro
Sue Thees
Gordon Bell
Marshall Will**

Rules of Procedure

Approved by City Council Resolution 2014-02

COMMITTEES

Rule 29. The Committee structure of the council and the procedures governing all committees shall be as follows:

(a) Standing Committees. The standing committee members shall be nominated by a committee made up of the Mayor, the Mayor pro tempore, and the longest serving member of the City Council other than the Mayor pro tempore considering the following:

- Each member of council will rank his/her assignment preference from one to four on each of the standing committees.
- Generally, assignments will be made based upon councilmember preference with the longest serving assigned his/her number one preference and continuing in this manner until all assignments have been made. Any tie in length of time served will be determined by seat position. The Mayor pro tempore shall gather the Committee Assignment Preference sheets and tally the information. After doing so, he/she shall meet with the appointment committee and go over the results. Exceptions are permissible upon unanimous agreement by the assignment committee.
- The committee's selection is subject to an affirmative vote of a majority of all councilmembers.

The term of each committee will be one year. Committees shall be submitted to Council by the second meeting of each calendar year. Each committee shall consist of four council members, three to serve as primary members and one to serve as an alternate member. The standing committees are:

- Public Works
- Community / Economic Development
- Finance / Personnel
- Public Safety

In the event that the Mayor or the Council perceives a need for any additional committee outside the scope of the standing committees, the Mayor shall submit recommendations to the Council for approval.

(b) Committees shall appoint a committee chair at the first committee meeting of the new calendar year. No one Councilmember shall serve as chair for more than one committee. Committees may make recommendations on proposed

programs, services, ordinances, and resolutions within their area of responsibility before action is taken by the council. A committee member may present the recommendations of the committee during the discussion of the item of business.

- (c) Members may be removed from a council committee by a majority vote of the council for neglect of duty, conflict of interest, malfeasance in office or other just cause including unexcused absence for more than three (3) consecutive committee meetings.
- (d) Employees may staff the various committees as directed by the mayor but no staff person shall serve as a member of a Council Committee.
- (e) Standing Council Committees shall have a fixed monthly meeting. The standing committee meetings date, time and location shall be posted on the city's web-site and on the bulletin board at City Hall. Committee meetings may be cancelled or changed with the approval of the Committee Chair. A Committee Chairman has the authority to call a committee meeting. Staff shall work with Committee Chairman to arrange meeting.
- (f) Minutes need not be taken of committee meetings.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7f
DATE: January 24, 2019
SUBJECT: Extend On-Call Professional Services Agreements
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A - Supplemental No. 1 Agreements

ISSUE

The issue in front of the City Council is to authorize the Mayor to extend the date for thirteen on-call professional service firms.

SUMMARY

Contracts for professional architectural and engineering services require an advertising and negotiation process in accordance with Ch. 39.80 RCW¹. The City issued a request for proposals in October 2016 seeking qualified firms to provide on-call professional services which may arise during the 2017 and 2018 calendar years and subsequent years 2019 and 2020. Those contracts had an expiration date of January 31, 2019 but allowed for two one year extensions. Staff is now requesting to authorize the first of those two allowable extensions with 13 of the firms.

Under state law, the City cannot negotiate with engineering firms based on price. The City must select the most qualified firms and then negotiate. If the City and the most qualified firm cannot agree on a scope of work and cost estimate, then the City can move to the next firm. The negotiation process will be used to select one of the on-call firms to perform specific engineering services as needed.

The City will be responsible for assigning projects depending on the City's needs. Selected firms are not guaranteed work as a result of the on-call agreement. Some projects will require a separate competitive bidding process because the funding source requires advertisement and competitive bidding according to the Local Agency Guideline (LAG) Manual.

¹ Procurement of architectural and engineering services — Contract negotiations. (1) The agency shall negotiate a contract with the most qualified firm for architectural and engineering services at a price which the agency determines is fair and reasonable to the agency. In making its determination, the agency shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature thereof. (2) If the agency is

unable to negotiate a satisfactory contract with the firm selected at a price the agency determines to be fair and reasonable, negotiations with that firm shall be formally terminated and the agency shall select other firms in accordance with RCW [39.80.040](#) and continue in accordance with this section until an agreement is reached or the process is terminated.

DISCUSSION

The City currently has multiple projects under design and construction, with additional projects planned for the upcoming years. In addition, the City routinely performs maintenance projects throughout the city limits. Many of these projects require specialized consultation from a licensed professional firm, e.g. civil engineering and surveying.

Services requested include civil engineering, transportation engineering, utility system modeling, roadway design, land use and environmental permitting, surveying services, grant applications, GIS and CAD support, and SCADA and telemetry technology.

Selecting a team of on-call professional service firms allows the City more flexibility in matching firm expertise with project tasks. In some circumstances it will also allow the City to award consulting contracts more quickly ensuring the City's needs are addressed as quickly and efficiently as possible.

FISCAL IMPACT

The projects to be completed will primarily be financed out of individual departments.

COMMITTEE RECOMMENDATION

This issue was discussed by the Public Works Committee at their regular December 3, 2018 meeting; the committee recommended to proceed with extensions.

CITY COUNCIL OPTIONS

- 1.) Authorize the Mayor to extend contracts for professional services with alta, BHC, Blueline, Confluence, Harmsen, JA Brennan, KBA, MFA, Perteet, SDA, SWCA, Tierra ROW and Transpo.
- 2.) Do not extend the contracts and direct staff to areas of concern.
- 3.) Direct staff to take this item back to the Public Works Committee for further discussion.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO EXTEND CONTRACTS FOR ON-CALL PROFESSIONAL SERVICES WITH ALTA, BHC, BLUELINE, CONFLUENCE, HARMSEN, JA BRENNAN, KBA, MFA, PERTEET, SDA, SWCA, TIERRA ROW AND TRANSPRO.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-02
FOR
CITY OF STANWOOD AND ALTA PLANNING + DESIGN, INC.**

This Supplemental Agreement No. 1 is made and entered into on the **24th day of January, 2019**, between the City of Stanwood, hereinafter called the "City" and Alta Planning + Design, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at **midnight January 31, 2020**.

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

ALTA PLANNING + DESIGN, INC.

By: _____
Leonard Kelley, Mayor

By: _____
Steve Durrant, Vice President

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-04
FOR
CITY OF STANWOOD AND BHC CONSULTANTS, LLC**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and BHC Consultants, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

BHC CONSULTANTS, LLC.

By: _____
Leonard Kelley, Mayor

By: _____
Chris Kelsey, Client Services Manager

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-03
FOR
CITY OF STANWOOD AND BLUELINE GROUP, LLC**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and The Blueline Group, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

THE BLUELINE GROUP, LLC

By: _____
Leonard Kelley, Mayor

By: _____
Ken Lauzen, PE

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-24
FOR
CITY OF STANWOOD AND CONFLUENCE ENVIRONMENTAL COMPANY**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and The Confluence Environmental Company, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

CONFLUENCE ENVIRONMENTAL COMPANY

By: _____
Leonard Kelley, Mayor

By: _____
Scott White, President

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-01
FOR
CITY OF STANWOOD AND HARMSSEN, LLC**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and Harmsen, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

HARMSSEN, LLC

By: _____
Leonard Kelley, Mayor

By: _____
David Harmsen, Vice President

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-21
FOR
CITY OF STANWOOD AND JA BRENNAN ASSOCIATES, PLLC**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and JA Brennan Associates, PLLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at **midnight January 31, 2020**.

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

JA BRENNAN ASSOCIATES, PLLC

By: _____
Leonard Kelley, Mayor

By: _____
Jim Brennan, RLA, Principal

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-18
FOR
CITY OF STANWOOD AND KBA, INC.**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and KBA, INC., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

KBA, INC.

By: _____
Leonard Kelley, Mayor

By: _____
Kristen A. Belty, President

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-05
FOR
CITY OF STANWOOD AND MAUL FOSTER & ALONGI, INC.**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and Maul Foster & Alongi, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

MAUL FOSTER & ALONGI, INC.

By: _____
Leonard Kelley, Mayor

By: _____
Justin Clary, PE Principal Engineer

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-09
FOR
CITY OF STANWOOD AND PERTEET, INC.**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and Perteet, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

PERTEET, INC.

By: _____
Leonard Kelley, Mayor

By: _____
Dan Hansen, PE, Principal-in-Charge

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-19
FOR
CITY OF STANWOOD AND SDA, LLC.**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and SDA, LLC, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

SDA, LLC

By: _____
Leonard Kelley, Mayor

By: _____
Jonathan Turcott, PE, Principal

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-12
FOR
CITY OF STANWOOD AND SWCA ENVIRONMENTAL CONSULTANTS, INC.**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and SWCA Environmental Consultants, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

SWCA ENVIRONMENTAL CONSULTANTS, INC.

By: _____
Leonard Kelley, Mayor

By: _____
Dr. Mike Cannon, Pacific NW Offices Director

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-15
FOR
CITY OF STANWOOD AND TIERRA RIGHT OF WAY SERVICES, LTD.**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and Tierra Right of Way Services, LTD., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

TIERRA RIGHT OF WAY SERVICES, LTD.

By: _____
Leonard Kelley, Mayor

By: _____
Mack Dickerson, Vice-President

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 2017-23
FOR
CITY OF STANWOOD AND TRANSPO GROUP USA, INC.**

This Supplemental Agreement No. 1 is made and entered into on the 24th day of January, 2019, between the City of Stanwood, hereinafter called the "City" and Transpo Group USA, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-call Professional Services, hereinafter called the "Project," said Agreement being dated January 12th 2017; and

WHEREAS, both parties desire to supplement said Agreement, to extend the term until midnight, January 31st 2020,

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 12, 2017, shall remain in full force and effect, except as modified in the following sections:

1. 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 to terminate at midnight January 31, 2020.

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

TRANSPO GROUP USA, INC.

By: _____
Leonard Kelley, Mayor

By: _____
Patrick Lynch, Principal

APPROVED AS TO FORM:

ATTEST/AUTHENTICATED:

Grant Weed, City Attorney

David A. Hammond, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: January 24, 2019

SUBJECT: Update of Emergency Response Plan (ERP)

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – Draft Revised Water Emergency Response Plan
(exempt from public disclosure per RCW 42.56.210(1))

ISSUE

To consider proposed updates to the Emergency Response Plan (ERP) as outlined in the adopted 2015 Comprehensive Water System Plan.

RECOMMENDATION

Review the draft plan revisions per improvements identified in the Comprehensive Water System Plan and discuss the proposed amendments for consideration of future adoption.

SUMMARY

Chapter 9 of the Stanwood Comprehensive Water System Plan adopted on May 14, 2015, identifies proposed water system improvements that are necessary to resolve existing system deficiencies and accommodate the projected growth of water customers.

Improvement CIP M6 outlines updates to the City's Emergency Response Plan (ERP) needed to reflect current city staff members, incident responders and facility descriptions. Review of the e-coli response plan and isolation plans were also recommended and have been updated accordingly.

DISCUSSION

The proposed amendments update the ERP language and data that had its last major revision in 2006. Changes are included to accurately reflect the current water system facilities, operational, and staffing information. More detail and updated information was also included to more closely follow the FEMA National Incident Management System guidance standards regarding preparing for, preventing, responding to, and recovering from an emergency.

The Emergency Response Plan has been prepared in conformance to the requirements of the Bioterrorism Act of 2002. The documents contain a vulnerability assessment of the City's water system facilities, a contingency operation plan for responding to emergency

events, a list of water personnel responsible for making decisions in emergency situations and other elements. The Vulnerability Assessment and Emergency Response Plan also contain detailed action plans and other confidential information that is exempt from public disclosure under the provisions of the Revised Code of Washington (RCW) 42.56.210. They are available for review by authorized personnel on a need-to-know basis.

FISCAL IMPACT

There will be no direct cost or gain from the amended program. The City may incur a higher cost than previous years if a decision is made to increase training intensity and/or frequency or if investment in new emergency response equipment is desired.

COMMITTEE RECOMMENDATION

The Public Works Committee reviewed the proposed amendments to the Water Emergency Response Plan on October 30, 2018. The Committee supports the changes and recommended the updated plan move forward to the whole council for consideration.

CITY COUNCIL OPTIONS

- 1) Review the updated Water Emergency Response Plan and direct staff to draft a resolution for adoption.
- 2) Identify a limited selection of the updates for future Council approval or remand to Public Works Committee for further work.
- 3) Direct staff to stop work on updating the Water Emergency Response Plan and keep the existing Emergency Response Plan as is.

RECOMMENDED MOTION

I MOVE TO DIRECT STAFF TO DRAFT A RESOLUTION ADOPTING THE UPDATED WATER EMERGENCY RESPONSE PLAN.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: January 24, 2019

SUBJECT: IS4 Permitting Task Order with Confluence Environmental

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Confluence Task Order & Scope of Work

ISSUE

The issue in front of Council is whether or not to authorize the Mayor to sign a Task Order with Confluence Environmental for permitting support for the Irvine Slough Stormwater Separation Study (IS4) project.

SUMMARY STATEMENT

The City is working with our environmental on-call consultant, Confluence Environmental, to prepare the permitting for the IS4 project. 2019 work will include shoreline permitting, environmental review, Federal Corps of Engineers Permit, Cultural Resource Review and the Hydraulic Permit from the Department of Fish and Wildlife. We expect this work will take about a full year due to the Federal Corps permit process.

By completing the permitting this year, it sets us up for construction in the summer of 2020. Confluence has estimated a permitting cost of \$90,000. A Task Order for this work has been prepared and is ready for the Mayor's signature subject to approval by the City Council.

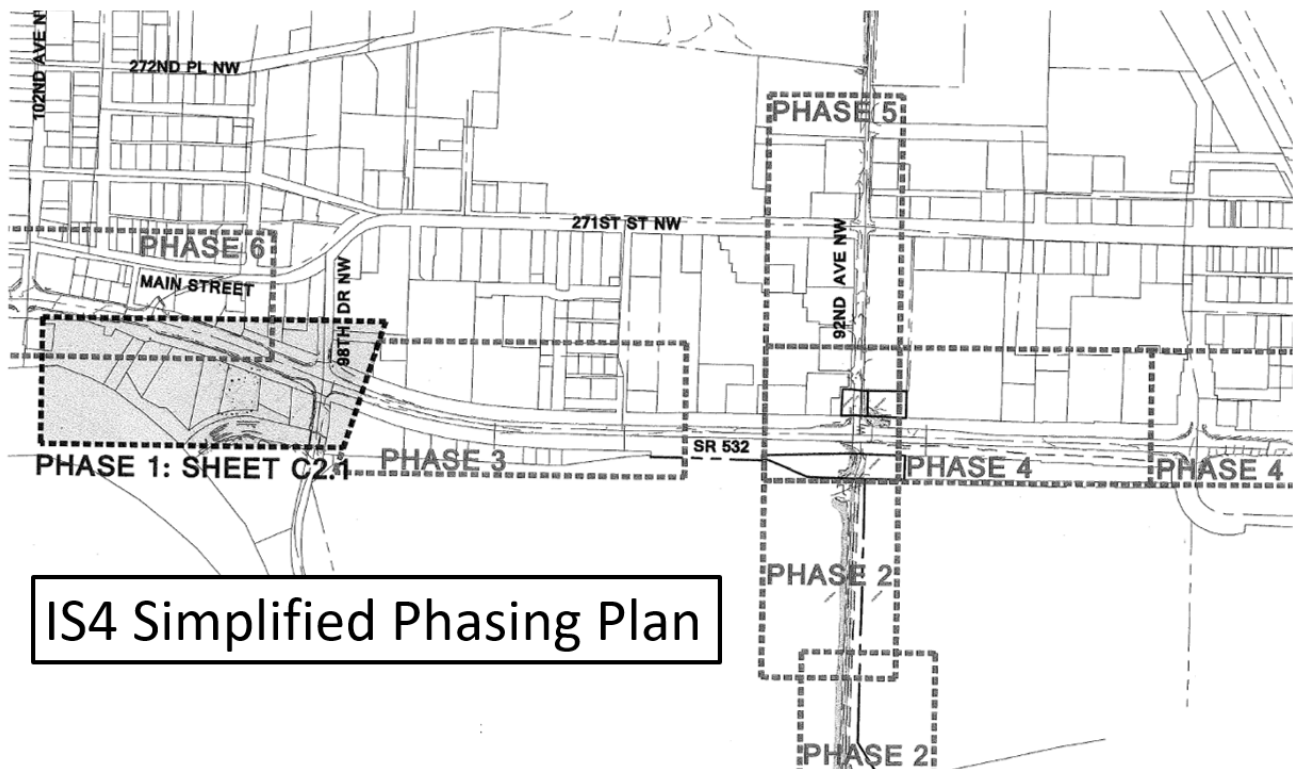
DISCUSSION

SR 532 and the Historic Stanwood business districts are regularly threatened by Stillaguamish flood waters overtopping the surrounding levy banks. During significant flood events, Irvine Slough, Larson Dam and lowlands south of SR 532 are inundated by trapped floodwaters behind the Stillaguamish River levees. The City of Stanwood's pump station is not capable of discharging floodwaters at a fast enough rate to fully drain the trapped floodwater through flap gates. The city's stormwater system also discharges here but if floodwaters are present, the storm system backs up, flooding homes and businesses in downtown Stanwood. This ponding stormwater causes property damage, delays transportation, and endangers the public.

The City has initiated the IS4 project to reduce flooding and construct a stormwater conveyance system. Construction of the project is expected to occur in multiple phases over the next several years subject to available funds.

Project phases include:

- Phase 1: Upgrade of the existing lift station at Hamilton to add the 4th pump and build a separation wall.
- Phase 2: Add a new pump station by Mod Pizza and build a new outfall to the Stillaguamish River.
- Phases 3-5: Pipe extensions / conveyance systems
- Phase 6: New conveyance system at the west end of town



FINANCIAL IMPACT

The City has an on-call contract with Confluence Environmental for environmental services. The permitting work will be completed on a task order under the umbrella of the 2017 on-call contract. \$200,000 has been included in the budget for the design and permitting of the IS4 project the next two years.

COMMITTEE RECOMMENDATIONS

The Community Development Committee reviewed this item on January 10, 2019 and agreed with moving forward with the permitting portion of the project as it may take up to a year to finalize the Corps of Engineers permit.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Task Order with Confluence Environmental in the amount of \$90,000 for permitting support services for the IS4 project.
2. Do not authorize the Mayor to sign the Task Order with Confluence Environmental in the amount of \$90,000 for permitting support services for the IS4 project.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE TASK ORDER WITH CONFLUENCE ENVIRONMENTAL IN THE AMOUNT OF \$90,000 FOR PERMITTING SUPPORT SERVICES FOR THE IS4 PROJECT.



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

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

Name of Consultant: Confluence Environmental

Term of Master On-Call Contract: January 2019 – December 31, 2022

Task Order Number: TO 2019 – 02 Community Development

Project Name: Irvine Slough Stormwater Separation Study – Permitting Support

Scope of Services for this Task Order:

See attached scope of work.

Cost of Services: \$90,000.00

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

Dated this _____ day of _____ 2019

CITY OF STANWOOD

By: _____
Leonard Kelley, Mayor

Date: _____

Confluence Environmental

By: _____
Scott White, Principal

Date: _____



January 14, 2019

Mr. Shawn Smith
City Engineer/Assistant Public Works Director
City of Stanwood Public Works Department
10220 - 270th Street NW
Stanwood, WA 98292

Re: Proposal for Irvine Slough Stormwater Separation Study (IS4) Project Permit Acquisition

Dear Mr. Smith:

On behalf of Confluence Environmental Company, Inc. (Confluence), I am pleased to submit this letter describing our proposed services to acquire permits and authorizations for all six phases of the IS4 project in Stanwood, Washington (the City).

We understand that the IS4 project will alleviate flooding issues and other ongoing maintenance-related issue associated with Irvine Slough. The IS4 project will be carried out in six discrete phases. This scope of work covers the permitting for all six phases of the IS4 project. Please note that coordination with SDA, Inc., will be needed in order to prepare permit drawings.

Because the IS4 project will affect regulated waterbodies, this maintenance activity requires compliance with federal, state, and local regulations. This proposal is for acquisition of necessary environmental permit authorizations to construct each of the six phases of the IS4 project over a multi-year timeframe. We understand these approvals to include an Individual Department of the Army permit from the U.S. Army Corps of Engineers (Corps), a Water Quality Certification (WQC) and a Coastal Zone Management (CZM) Consistency Determination from the Washington State Department of Ecology (Ecology), a Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW), State Environmental Policy Act (SEPA) Determination of Non-Significance (DNS), Shoreline Substantial Development Permit, and critical areas compliance with the City . The federal Corps permit will also require compliance with Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA).

Scope of Work

Anticipated tasks include:

- Task 1—Meetings and Regulatory Coordination:

- Coordinate with the City and SDA, Inc.
- Coordinate with regulatory agencies as needed during regulatory review process.
- Attend pre-application meetings and/or coordinate with the Corps, Ecology, and WDFW. Coordination with the Stillaguamish Tribe will also be required.
- Task 2—Field Visits: Conduct site visits with City, and regulatory and Tribal agencies as needed and gather data on existing conditions.
- Task 3—Application Preparation: Prepare JARPA and permit applications for a WDFW HPA, a Corps Individual Permit, and an Ecology Section 401 WQC and CZM, as well as City Shoreline Substantial Development.
- Task 4—Critical Areas Study: Prepare a critical areas report meeting the requirements of Stanwood Municipal Code. This report will also include the necessary details to satisfy the state and federal permitting requirements, including a conceptual mitigation plan.
- Task 5—SEPA Checklist: Prepare a SEPA checklist in support of an assumed DNS.
- Task 6—Biological Assessment: Prepare an ESA biological assessment to support the Corps' Section 7 consultation with the National Marine Fisheries Service and U.S. Fish and Wildlife Service.
- Task 7—Section 106 Cultural Resources: Conduct cultural resources research and survey work, as well as reporting in support of the Corps permit. Given the Tribal significance of this area, we have included additional detail for proposes of scoping (please see assumptions below).
- Task 8—Project Management and Administration

Assumptions

- The City and SDA will work with Confluence to identify the means and methods of constructing each of the six phases, including the best management practices to be used. The City and SDA will also supply areas/quantities of impact associated with each phase, and indicate the areas where specific impacts will occur (i.e., impacts to wetlands and other surface waters; impacts to wetland and stream buffers, riparian conservation zones, and other critical areas).
- Up to four meetings will be required for City and SDA coordination.

- Up to six meetings will be required for regulatory and Tribal agency coordination, including pre-applications meetings and site visits.
- Up to two days will be needed to verify/supplement information on baseline site conditions, including wetland delineations and ordinary highwater mark determinations.
- Temporary impact restoration and compensatory mitigation will be needed. Mitigation measures will be limited to avoidance, minimization, and onsite restoration measures. A conceptual mitigation plan will be included in the critical areas report. It is assumed that wetland impacts related to pipe installation will be covered by on-site/in-kind restoration/enhancement with no compensatory wetland creation needed. Other project impacts will be addressed by the proposed water quality features, except for the new outfall (riparian enhancement may be required). If regulatory and Tribal agency negotiations require significant offsite mitigation, additional scope may be needed.
- The Corps Individual Permit will require the preparation of a 404(b)1 alternatives analysis.
- SDA will provide CAD drafting to supplement the GIS graphics prepared by Confluence.
- Formal ESA consultation is assumed to manage all potential risk.
- The Critical Area Study will build upon previous work done in and around Irvine Slough, including the February 2014 report prepared by RH2. A wetland report for the Hamilton property is also being prepared by Maul Foster, which may provide additional useful baseline data. The information from these reports will be supplemented as needed.
- A SEPA MDNS is the appropriate Threshold Decision. Specifically, this proposed project is unlikely to rise to the level of a significant impact but will likely need mitigation measures included as part of the project action. Confluence will provide the City with Draft application materials for review. The City will provide one round of review of the application materials prior to submittal.
- Confluence will respond to City review comments and provide electronic versions of the Final application materials.

- Hard copies of the application materials will be produced for submittal to the Corps and Ecology.
- Confluence will provide payment for the online HPA application portal, and will submit the fee as a direct cost.
- Post-submittal regulatory coordination will be done on as-needed basis. One round of comments is assumed. Additional studies or documentation may require additional scope.
- Confluence can begin work within one week of Notice to Proceed.
- Section 106, Cultural Resources will be covered by Stell Environmental. Below is a summary of Stell's recommendations for Section 106 compliance of Phases 1-6 of the Stanwood IS4 Stormwater Separation Study. The pricing included with this summary includes Literature Review/Records Search, Department of Archaeology and Historic Preservation (DAHP)/Tribal Coordination, and suggested fieldwork based on previously conducted cultural resources studies in the vicinity of the project study area. Due to the cultural sensitivity of the project study area as stated by Affected Native American Tribes regarding previously conducted nearby projects, Stell has recommended a field survey methodology involving two different tasks to minimize the extent of field survey while maintaining sufficient coverage of high probability areas for cultural deposits. The two methods include shovel testing and geoarchaeological test pits. A Section 106 compliant summary report will summarize the findings of the desktop review and field survey.
 - Phase 1:
 - Literature Review
 - DAHP/Tribal Coordination
 - Based on the proposed work description, Stell proposes a cultural resources survey in the Phase 1 work area involving no more than 18 shovel test probes. Depending on the results of the cultural resources survey, archaeological monitoring may be recommended in areas of ground-disturbing activities adjacent to the Old Stillaguamish River due to the sensitivity of the cultural setting. The Phase 1 project area has not been previously surveyed. The subsection recommendations may be revised based on the current Maul Foster wetland investigations.

- Phase 2:
 - o Literature Review
 - o DAHP/Tribal Coordination
 - o The vicinity of Phase 2 is located within a culturally sensitive area and will require a cultural resources survey by DAHP and the Affected Native American Tribes. Stell proposes two machine-excavated geoarchaeological trenches be excavated in the location of the proposed discharge structure on the north bank of the Old Stillaguamish River. The results of the cultural resources survey may result in a recommendation of archaeological monitoring in areas of ground-disturbing activities adjacent to the Old Stillaguamish River
- Phase 3:
 - o Literature Review
 - o DAHP/Tribal Coordination
 - o Approximately 15% of the Phase 3 project area has been previously surveyed for cultural resources. Based on previous recommendations by the Stillaguamish Tribe of Indians in the project vicinity, the area is known to have a high probability for significant cultural resources. Stell recommends a linear row of not more than 15 shovel test probes in areas not previously surveyed. Shovel test probes will be excavated at an approximate interval of 30 meters apart in the vicinity of the road prism where the retrofitted 48" drainage conveyance pipe will be located.
- Phase 4:
 - o Literature Review
 - o DAHP/Tribal Coordination
 - o The south side of SR527 has been previously surveyed for cultural resources. The results of that survey were negative for cultural resources. Stell does not anticipate a need for a cultural resources survey in the Phase 4 project area.
- Phase 5:
 - o Literature Review

- DAHP/Tribal Coordination
- There are no historic structures 50 years of age or older located in the Phase 5 project area. Due to the proposed replacement/repair of the existing undersized and improperly sloped drainage conveyance system, Stell recommends survey in the vicinity of 92nd Avenue NW and the south side of Heritage Trail, where drainage improvements may be made. Survey in Phase 5 project area will equate to approximately four shovel test probes.
- Phase 6:
 - Literature Review
 - DAHP/Tribal Coordination
 - Approximately 50% of the Phase 6 project area has been previously surveyed for cultural resources. Stell proposes limited survey in the Phase 6 project areas. Not more than six shovel test probes will be excavated in the Phase 6 project area.

Deliverables

- DRAFT and FINAL JARPA form with permit plans.
- Submission of JARPA information and permit plans into WDFW's online APPS permitting system.
- DRAFT and FINAL SEPA Checklist and Shoreline Substantial Development Permit application.
- DRAFT and FINAL Biological Assessment.
- DRAFT and FINAL Cultural Resources Report.
- DRAFT and FINAL Critical Areas Study.

Anticipated Cost

- Task 1 Meetings and Regulatory Coordination: \$20,000
- Task 2 Field Visits: \$6,000
- Task 3 Application Preparation: \$23,000

Mr. Shawn Smith
January 14, 2019



- Task 4 Critical Area Study: \$7,500
- Task 5 SEPA Checklist: \$4,500
- Task 6 Biological Assessment: \$9,500
- Task 7 Cultural Resources Report: \$13,500
- Task 8 Project Management and Administration: \$6,000
- **Total Anticipated Cost: \$90,000**

If you have any questions about our Letter Proposal, please contact me by phone or email (listed below). We sincerely appreciate your consideration of Confluence for this contract.

Respectfully yours,

A handwritten signature in blue ink, appearing to read 'Scott White', with a stylized flourish at the end.

SCOTT WHITE

Principal Environmental Planner and President
425.345.7685
scott.white@confenv.com