

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, February 22, 2024



AGENDA
CITY COUNCIL REGULAR MEETING
February 22, 2024 | 7:00 p.m.

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

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

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATIONS**
- 5. Lincoln Hill High School Student Representative Update – Bee Hartell**
PUBLIC COMMENTS
Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting via this link:
<https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>;
verbal comments may be provided in-person, or online via Zoom, call 360-454-5213 for assistance.
- 6. STAFF / DEPARTMENT REPORTS**
- 7. COUNCIL COMMITTEE REPORTS**
 - a. Community Development Committee Meeting Minutes – Feb. 1, 2024 **7.1**
 - b. Planning Commission Meeting Minutes – Nov. 13, 2023 **7.3**
 - c. Public Works Committee Meeting Minutes – Feb. 6, 2024 **7.7**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **8.1**
 - b. Approve City Council Regular Meeting Minutes – February 8, 2024 **8.7**
 - c. Approve City Council Special Workshop Minutes – February 8, 2024 **8.13**
 - d. Authorize the Mayor to Sign an Amended Lease Agreement with Puget Sound Public Farms to Allow a Public Farm at Ovenell Park **8.17**
 - e. Authorize Final Acceptance of the 80th Ave Sidewalk Project Completed by Colacurcio Brothers **8.21**
 - f. Appointment of Parks and Trails Advisory Committee Member Peter Kamb **8.25**
- 9. UNFINISHED BUSINESS**
 - a. Approve Second Reading and Adopt Ordinance 1527 Sewer Utility Rates **9.1**
 - b. Approve Second Reading and Adopt Ordinance 1518 Amending SMC Title 14 Uniform Codes – Building and Fire Code Updates **9.7**
- 10. PUBLIC HEARING**
 - Cedarside Development Agreement **10.1**
 - i. Open Public Hearing
 - ii. Adopt Resolution 2024-03 Cedarside Commons Development Agreement
 - iii. Adopt Resolution 2024-04 Street Vacation on 268th Street NW between 72nd Ave NW and 68th Ave NW
- 11. NEW BUSINESS**
 - Adopt Resolution 2024-05 Amend Council Rules of Procedure **11.1**
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION - NONE**
- 15. ADJOURN**

Upcoming Meetings:

Thursday, March 14, 2024 City Council Meeting 7:00 pm
Thursday, March 28, 2024 City Council Meeting 7:00 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: February 22, 2024
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – February 1, 2024 Meeting Minutes

SUMMARY STATEMENT:

Minutes from the February 1, 2024 Community Development Committee Meeting are attached to this staff report for approval as presented.



Community Development Committee Meeting Minutes Thursday, February 1, 2024 | 5:00 pm

Council Members Present: Dani Gaumond, Andreena Bergman, Tim Schmitt

Staff Present: Patricia Love, Tansy Schroeder, Audrey Rotrock

Others Present: N/A

Tim Schmitt called the meeting to order at 5:05 p.m.

1. Election of Committee Chair

The Committee nominated Steve Shepro to maintain his chair position due to his experience. Steve Shepro was unable to attend the February meeting and it will be discussed again at the March 2024 Community Development Committee Meeting.

2. 2024 Parks, Recreation, and Open Space (PROS Plan)

Committee members had the following comments on the PROS Plan:

- Add language to show support for wildlife and wildlife enhancement.
- Consider removing the sign at Ovenell Park that says "Opening Soon". Also, have the other signs power washed so they look more appealing.
- Ask Niki Strachila, the City's Communications and Marketing Specialist, to highlight some of the City's Park features, such as park activities, equipment, and Public Works maintenance projects at the parks.

Adjourn: 6:19





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: February 22, 2024

SUBJECT: Planning Commission Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – November 13, 2023 Meeting Minutes

SUMMARY STATEMENT

Minutes from the November 13, 2023 Planning Commission Meeting are attached to this staff report for approval as presented. These minutes were approved at the February 12, 2024 Planning Commission Meeting.



Planning Commission Meeting Minutes November 13, 2023 – 6:30 pm

Call to Order: 6:30 pm

Roll Call

Commissioners Present:

Eric Warnat, Commissioner
Patrick Hosterman, Commission Chair
Cody Davis, Commission Vice-Chair
Jeff Wheatley, Commissioner
Robert Hicks, Commissioner

Staff Present:

Tansy Schroeder, City Planner
Lisa Sokolik, City Clerk

Absent: Justin Burns, Commissioner; Melissa Toner, Commissioner

Also known to be present: N/A

Public Requests and Comments: None

Approval of Minutes:

The minutes from the October 9, 2023 Planning Commission meeting were unanimously approved.

New Business:

October Advisory Group Comment Summary

Staff provided the Advisory Group minutes from their last meeting in lieu of a summary. Commissioners would like to continue to review the minutes moving forward.

SMC Title 7 – Health and Sanitation and Title 8 – Animals Draft Text

Title 7 is the general nuisance code for the City. The rewrite of Title 7 will retain the existing chapters while updating the language for consistency with the style guide in addition to adding a new chapter for smoking and vaping.

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

Commissioner Questions & Comments

- Have there been code enforcement complaints surrounding small livestock? Yes, there were complaints about pigs and roosters.
- Leave Chapter 8.40 – Livestock, as it is and add a provision for small livestock.
- Control noise and odors from livestock.
- Require a pet license for livestock as pets.
- Consider a minimum lot size for allowing livestock as pets.
- The Health and Sanitation chapter appears to be more applicable to commercial zones and not so much to residential.
- 7.04 - require those hauling large loads to ensure they're secured. Cross reference this section to hauling restrictions.



Planning Commission Meeting Minutes November 13, 2023 – 6:30 pm

Parks Policy Review

As part of the Comprehensive Plan Update process, the parks goals and policies need to be reviewed and updated. The policies were revised to reflect current conditions, simplify into “plain language” and to reduce redundancy.

Commissioner Questions & Comments

- The Commissioners support more parks, especially as the population grows.
- Add more parks in walking distance from neighborhoods.
- Support for more waterfront parks.
- Allow concession stands at parks.
- Support for dike trails.
- Complete a trail around the entirety of Heritage Park.
- Support for “view” parks.

Old Business:

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

Commissioner Questions & Comments

- Commissioners handed in their marked-up copies of the Comprehensive Plan Elements for staff to review.
- Mention urban sprawl and how we are developing the land that we have.
- Add an explanation of what the Urban Growth Areas are and how they work.
- Remove any pictures in the plan of cars with visible license plates.

Miscellaneous Business:

December Break

Recent Council Action on Commission Items:

- SMC Titles 3 and 5 are going to Council for a third and final reading.

Upcoming Items:

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

Adjourn: 7:40 pm

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8c

DATE: February 22, 2024

SUBJECT: Public Works Committee Meeting Minutes

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – February 5, 2024, Public Works Committee Minutes

SUMMARY STATEMENT

Minutes from the February 5, 2024, Public Works Committee Meeting are attached to this staff report for approval as presented.



Public Works Committee
Meeting Minutes
February 05, 2024

Attendance:

Councilmembers: Tim Schmitt, Darren Robb, Marcus Metz

City Staff: Public Works Director Kevin Hushagen, City Engineer/Project Manager Alan Lytton,
Public Works Office Specialist Amanda Slattery

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

Call to order at 5:33 pm

Agenda-

1. 2025-2030 Transportation Improvement Plan (TIP)

The committee discussed taking the same TIP that was approved at council December 13, 2023, to council for public hearing and adoption at the February 9, 2024 city council meeting. The committee was in favor of this.

2. Selection of Public Works Committee Chair

Marcus Metz was selected as Chair for the Public Works Committee. All were in favor.

Adjourn: 7:16 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: February 22, 2024

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Amy Bergemeier, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 38076 through 38130 and electronic fund transfers in the amount of \$230,720.64. Approve issuance of Washington Federal payroll check 2187 and electronic fund transfers in the amount of \$380,218.34.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 38076 THROUGH 38130 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$230,720.64. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL CHECK 2187 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$380,218.34.

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 08:02:23 Date: 02/14/2024

01/24/2024 To: 02/14/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
400	01/26/2024	Claims	3	EFT	HSA Bank	2.50	H.S.A. fee for January 2024
472	02/08/2024	Payroll	3	EFT		4,507.44	
473	02/08/2024	Payroll	3	EFT		5,071.73	
474	02/08/2024	Payroll	3	EFT		4,692.74	
475	02/08/2024	Payroll	3	EFT		2,756.57	
476	02/08/2024	Payroll	3	EFT		3,224.14	
477	02/08/2024	Payroll	3	EFT		526.87	
478	02/08/2024	Payroll	3	EFT		3,637.58	
479	02/08/2024	Payroll	3	EFT		4,046.05	
480	02/08/2024	Payroll	3	EFT		8,093.50	
481	02/08/2024	Payroll	3	EFT		4,626.93	
482	02/08/2024	Payroll	3	EFT		2,718.18	
483	02/08/2024	Payroll	3	EFT		3,395.59	
484	02/08/2024	Payroll	3	EFT		3,731.73	
485	02/08/2024	Payroll	3	EFT		546.77	
486	02/08/2024	Payroll	3	EFT		4,968.16	
487	02/08/2024	Payroll	3	EFT		4,235.62	
488	02/08/2024	Payroll	3	EFT		550.44	
489	02/08/2024	Payroll	3	EFT		7,873.02	
490	02/08/2024	Payroll	3	EFT		6,076.53	
491	02/08/2024	Payroll	3	EFT		2,527.89	
492	02/08/2024	Payroll	3	EFT		2,840.55	
493	02/08/2024	Payroll	3	EFT		6,469.90	
494	02/08/2024	Payroll	3	EFT		6,994.96	
495	02/08/2024	Payroll	3	EFT		4,302.01	
496	02/08/2024	Payroll	3	EFT		546.87	
497	02/08/2024	Payroll	3	EFT		2,162.14	
498	02/08/2024	Payroll	3	EFT		5,018.32	
499	02/08/2024	Payroll	3	EFT		496.96	
500	02/08/2024	Payroll	3	EFT		2,594.55	
501	02/08/2024	Payroll	3	EFT		3,458.31	
502	02/08/2024	Payroll	3	EFT		1,892.90	
503	02/08/2024	Payroll	3	EFT		1,889.93	
504	02/08/2024	Payroll	3	EFT		4,524.29	
505	02/08/2024	Payroll	3	EFT		546.87	
506	02/08/2024	Payroll	3	EFT		3,224.20	
507	02/08/2024	Payroll	3	EFT		5,559.60	
508	02/08/2024	Payroll	3	EFT		546.87	
509	02/08/2024	Payroll	3	EFT		5,314.22	
510	02/08/2024	Payroll	3	EFT		4,621.84	
511	02/08/2024	Payroll	3	EFT		9,477.02	
512	02/08/2024	Payroll	3	EFT		5,052.96	
513	02/08/2024	Payroll	3	EFT		2,497.37	
514	02/08/2024	Payroll	3	EFT		5,688.40	
515	02/08/2024	Payroll	3	EFT		5,554.01	
521	02/08/2024	Payroll	3	EFT	AFLAC	259.87	Pay Cycle(s) 02/08/2024 To 02/08/2024 - AFLAC, Pre-Tax; Pay Cycle(s) 02/08/2024 To 02/08/2024 - AFLAC, Post-Tax
522	02/08/2024	Payroll	3	EFT	AWC Employee Benefit Trust	25,002.30	Pay Cycle(s) 02/08/2024 To 02/08/2024 - AWC - Health First 250; Pay Cycle(s) 02/08/2024 To 02/08/2024 - AWC- Dental J; Pay Cycle(s) 02/08/2024 To 02/08/2024 - AWC - Vision; Pay Cycle(s) 02/08/2024 To;
523	02/08/2024	Payroll	3	EFT	Colonial Life Insurance	66.75	Pay Cycle(s) 02/08/2024 To 02/08/2024 - Colonial Life Ins

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ATTACHMENT A

City Of Stanwood

Time: 08:02:23 Date: 02/14/2024

01/24/2024 To: 02/14/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
524	02/08/2024	Payroll	3	EFT	Great-West Life & Annuity	4,920.00	Pay Cycle(s) 02/08/2024 To 02/08/2024 - 457 - Empower (Mass Mutual); Pay Cycle(s) 02/08/2024 To 02/08/2024 - Roth 457(b)Empower(MassMutual)
525	02/08/2024	Payroll	3	EFT	HSA Bank	695.50	Pay Cycle(s) 02/08/2024 To 02/08/2024 - HSA Contributions ER; Pay Cycle(s) 02/08/2024 To 02/08/2024 - HSA Contr EE
526	02/08/2024	Payroll	3	EFT	Internal Revenue Service (941)	79,768.62	941 Deposit for Pay Cycle(s) 02/08/2024 - 02/08/2024
527	02/08/2024	Payroll	3	EFT	Legal Shield	63.85	Pay Cycle(s) 02/08/2024 To 02/08/2024 - Legal Shield
528	02/08/2024	Payroll	3	EFT	Mission Square Retirement	3,445.17	Pay Cycle(s) 02/08/2024 To 02/08/2024 - 457 - Mission Square Ret(ICMA)
529	02/08/2024	Payroll	3	EFT	Navia Benefits	460.00	Pay Cycle(s) 02/08/2024 To 02/08/2024 - Navia Limited FSA
530	02/08/2024	Payroll	3	EFT	Teamsters Union Local 231	1,786.00	Pay Cycle(s) 02/08/2024 To 02/08/2024 - Teamsters Dues
531	02/08/2024	Payroll	3	EFT	WA St Department Of Retirement Systems	52,021.15	Pay Cycle(s) 02/08/2024 To 02/08/2024 - PERS2; Pay Cycle(s) 02/08/2024 To 02/08/2024 - PERS 3; Pay Cycle(s) 02/08/2024 To 02/08/2024 - 457 - DRS (DCP)
532	02/08/2024	Payroll	3	EFT	Washington Teamsters Welfare Trust	39,792.30	Pay Cycle(s) 02/08/2024 To 02/08/2024 - Teamsters Dental; Pay Cycle(s) 02/08/2024 To 02/08/2024 - Teamsters Medical
542	02/07/2024	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
543	02/07/2024	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
544	02/07/2024	Claims	3	EFT	Edge Analytical, Inc	259.00	STA23
545	02/07/2024	Claims	3	EFT	Edge Analytical, Inc	25.00	STA01
546	02/07/2024	Claims	3	EFT	Edge Analytical, Inc	1,620.00	STA01
547	02/07/2024	Claims	3	EFT	Edge Analytical, Inc	458.00	STA01
548	02/07/2024	Claims	3	EFT	Edge Analytical, Inc	33.00	STA01
549	02/07/2024	Claims	3	EFT	FCS Group- Solutions- Oriented Consult.	7,580.00	City of Stanwood
550	02/07/2024	Claims	3	EFT	ICONIX Waterworks (US) Inc.	3,333.65	CITSTA
551	02/07/2024	Claims	3	EFT	Lakeside Industries, Inc.	596.21	108469 City of Stanwood
552	02/07/2024	Claims	3	EFT	Lou's Gloves, Inc	1,448.00	STA629
553	02/07/2024	Claims	3	EFT	Perteet Inc.	6,323.50	City of Stanwood
554	02/07/2024	Claims	3	EFT	Perteet Inc.	2,606.25	City of Stanwood
555	02/07/2024	Claims	3	EFT	Taylor's Excavators Inc	2,394.03	City of Stanwood
533	02/08/2024	Payroll	3	2187	Western Conference of Teamsters Pension Trust	2,854.30	Pay Cycle(s) 02/08/2024 To 02/08/2024 - WCTPP Contributions
610	02/07/2024	Claims	3	38076	Ziply Fiber	234.17	360-939-0579 080320-5; 360-629-4907-072497-5
609	02/07/2024	Claims	3	38077	Wave Broadband	155.62	3201-0316545-01
608	02/07/2024	Claims	3	38078	WSDA	25.00	City of Stanwood
607	02/07/2024	Claims	3	38079	WA St Dept of Transportation *	689.12	City of Stanwood SW001523802; City of Stanwood SW001523802; City of Stanwood SW001523802; City of Stanwood SW001523802
606	02/07/2024	Claims	3	38080	WA St Dept of Ecology *	135.00	City of Stanwood; City of Stanwood

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ATTACHMENT A

City Of Stanwood

Time: 08:02:23 Date: 02/14/2024

01/24/2024 To: 02/14/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
605	02/07/2024	Claims	3	38081	Verizon Wireless	2,063.86	372541731-00001; 742373248-00001
604	02/07/2024	Claims	3	38082	Unum Life Insurance	88.40	City of Stanwood 0220603-036 2
603	02/07/2024	Claims	3	38083	USA Bluebook	1,884.96	478228; 478228
602	02/07/2024	Claims	3	38084	UPS Store #4798	15.14	City of Stanwood
601	02/07/2024	Claims	3	38085	The Eastman Company	1,375.00	City of Stanwood
600	02/07/2024	Claims	3	38086	Stilly Auto Parts Napa	19.21	27197
599	02/07/2024	Claims	3	38087	Stanwood Auto Parts	26.00	56100
598	02/07/2024	Claims	3	38088	Stanwood Ace Hardware #14901	2,269.46	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
597	02/07/2024	Claims	3	38089	Sno Co Sheriff's Office - CB	3,624.39	91-6001368; 91-6001368
596	02/07/2024	Claims	3	38090	Assoc-SCSPCA Sno Co Sheriff & Police Chiefs	75.00	City of Stanwood
595	02/07/2024	Claims	3	38091	% Ellen Hagey Sno Co Prosecuting Attorney *	1,785.56	City of Stanwood
594	02/07/2024	Claims	3	38092	Sno Co District Court	1,226.97	DCT34003
593	02/07/2024	Claims	3	38093	Sno Co Auditor's Office	14,951.21	City of Stanwood; City of Stanwood
592	02/07/2024	Claims	3	38094	Skagit Valley Publishing	214.50	48893; 48893
591	02/07/2024	Claims	3	38095	Skagit Farmers Supply	1,210.92	135052; 135052; 135052; 135052; 135052; 135052; 135052
590	02/07/2024	Claims	3	38096	Shred-it US JV LLC	44.74	1000283524
589	02/07/2024	Claims	3	38097	C/O Matthew Heist SCCFOA	180.00	City of Stanwood
588	02/07/2024	Claims	3	38098	Ricoh USA, Inc.	90.80	1316669-3800377
587	02/07/2024	Claims	3	38099	Ricoh USA, Inc-Maint	420.00	4250811; 4250811; 4250811; 4250811
586	02/07/2024	Claims	3	38100	Refund -Blue Flame Heating Air/Electric	15.75	City of Stanwood
585	02/07/2024	Claims	3	38101	Puget Tech LLC	894.00	City of Stanwood
584	02/07/2024	Claims	3	38102	Puget Sound Hardware, Inc	479.39	City of Stanwood
583	02/07/2024	Claims	3	38103	Puget Sound Clean Air Agency	6,390.00	STAN008
582	02/07/2024	Claims	3	38104	Kevin Pellham	92.00	City of Stanwood
581	02/07/2024	Claims	3	38105	PacWest Machinery	3,112.19	City of Stanwood 29765570
580	02/07/2024	Claims	3	38106	PUD Of Snohomish County *	18,160.42	200208858; 200592889; 200128742; 200633634; 200240505
579	02/07/2024	Claims	3	38107	ODP Business Solutions, LLC	270.15	City of Stanwood-36274097; 36274097; 36274097; 36274097; 36274097; 36274097
578	02/07/2024	Claims	3	38108	O'Reilly Auto Parts	56.05	City of Stanwood 92600
577	02/07/2024	Claims	3	38109	NWR Containers	551.08	City of Stanwood
576	02/07/2024	Claims	3	38110	Meyer Sign & Advertising Co. Inc	874.40	City of Stanwood
575	02/07/2024	Claims	3	38111	Mackenzie	7,121.02	City of Stanwood
574	02/07/2024	Claims	3	38112	Lenz Enterprises Inc	229.14	Cit of Stanwood; City of Stanwood; City of Stanwood
573	02/07/2024	Claims	3	38113	Lankford Associates, Inc.	1,190.00	City of Stanwood
572	02/07/2024	Claims	3	38114	Kamps Painting Co., INC.	1,190.28	City of Stanwood
571	02/07/2024	Claims	3	38115	Instrument Technologies, Inc.	400.00	City of Stanwood C749432
570	02/07/2024	Claims	3	38116	Hamilton Lumber LLC	438.51	66; 66; 66
569	02/07/2024	Claims	3	38117	Haggen Inc		incorrect vendor
568	02/07/2024	Claims	3	38118	H D Fowler Company, Inc	83.78	City of Stanwood 197360
567	02/07/2024	Claims	3	38119	Funderburke Autobody	61,597.84	City of Stanwood
566	02/07/2024	Claims	3	38120	Fast Track HVAC LLC	211.95	City of Stanwood
565	02/07/2024	Claims	3	38121	Farwest Corrosion Control Company	4,921.68	0301291
564	02/07/2024	Claims	3	38122	Community Resources Foundation	38,070.77	City of Stanwood; City of Stanwood

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 08:02:23 Date: 02/14/2024

01/24/2024 To: 02/14/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
563	02/07/2024	Claims	3	38123	Cascade Natural Gas Corp	2,445.38	839 440 0000 5; 498 440 0000 7; 931 607 9072 6; 127 540 0000 3; 608 440 0000 4; 953 540 0000 2
562	02/07/2024	Claims	3	38124	Badger Meter, Inc	154.60	460708
561	02/07/2024	Claims	3	38125	BHC Consultants, LLC	8,382.96	City of Stanwood
560	02/07/2024	Claims	3	38126	Association Of Wa Cities *	2,832.64	City of Stanwood
559	02/07/2024	Claims	3	38127	American Ramp Company	9,000.00	City of Stanwood
558	02/07/2024	Claims	3	38128	Advantage Building Services	1,494.13	City of Stanwood
557	02/07/2024	Claims	3	38129	ALS Group USA, Corp	410.00	City of Stanwood
556	02/07/2024	Claims	3	38130	A WorkSAFE Service, Inc	57.00	City of Stanwood

001 General Fund	260,422.97
101 Street Fund	32,158.89
103 Street Construction Fund	6,323.50
104 Park And Trail Improvement Fund	15,460.34
110 Building Improvement Fund	7,672.10
115 Tourism And Promotion	894.00
401 Sewer Fund	94,961.99
403 Sewer Construction Fund	3,872.72
410 Drainage Fund	29,066.93
411 Drainage Construction Fund	3,042.60
421 Water Fund	154,334.14
422 Water Construction Fund	2,728.80
	Claims: 230,720.64
* Transaction Has Mixed Revenue And Expense Accounts	Payroll: 380,218.34

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

() Finance Director () Auditing Officer Wendy Dowhower Date: 2-14-2024
 (X) Deputy Finance Director

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: February 22, 2024

SUBJECT: City Council Meeting Minutes – February 8, 2024

CONTACT PERSON: Lisa Sokolik, City Clerk

ATTACHMENTS: A – Council Meeting Minutes

SUMMARY STATEMENT

The City Council meeting minutes for February 8, 2024, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE FEBRUARY 8, 2024, CITY COUNCIL MEETING MINUTES AS PRESENTED".

CITY OF STANWOOD
 Regular Meeting of the City Council
 February 8, 2024 | 7:00 p.m.
MINUTES

1. Call to Order and Pledge of Allegiance

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

2. Roll Call

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

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Public Works Director Kevin Hushagen, Community Development Director Patricia Love, Police Chief Jason Toner, Fire Chief John Cermak, City Attorney Nikki Thompson, Building Official Scott Black, City Engineer/Capital Projects Manager Alan Lytton, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

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

4. Presentation:**5. Public Comments**

<u>Name:</u>	<u>City:</u>	<u>Topic:</u>
Vivian Henderson	Stanwood	Support for the Ovenell Community Farm. She is a board member of Puget Sound Public Farms
Holly Yidson	Refused	Pledge of allegiance
Mitty Bephe	Stanwood	Black history month
Bill Shaner	Refused	Anti-defamation league
Jeff Refused	Refused	Read an FBI article
Jim Conley	Refused	Proclamation request to honor our navy

6. Staff / Department Report:

- a. Police Compstat Report – January 2024
- b. Finance 2023 Q4 Report
- c. Transportation Benefit Fund 2023 Annual Report

7. Council Committee Reports

- a. Economic Development Board Meeting Minutes – November 17, 2023
- b. Finance Committee Meeting Minutes – January 25, 2024
- c. Parks and Trails Advisory Committee Meeting Minutes – November 20, 2023

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks

b. Approve City Council Regular Meeting Minutes – February 8, 2024

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

9. Unfinished Business

Approve First Reading of Ordinance 1518 Amending SMC Title 14 Uniform Codes - Building and Fire Code

Building Official Black said that Ordinance 1518 adopts the International Building and Fire Codes which are updated every three years by the state. Adopting this ordinance will put the city in concurrence with the state but will allow the city to amend certain sections. If Council does not adopt Ordinance 1518 by March 15th, then it will be mandatory for the city to adopt the state's ordinance in its entirety.

*Motion by Councilmember Shepro, second by Councilmember Hicks to approve the first reading of Ordinance 1518 as set forth in Attachment A amending Title 14 of the Stanwood Municipal Code, Uniform Codes, and proceed with the second and final reading of the ordinance of February 22, 2024. **Motion carried 6 yea, 1 nay.***

10. Public Hearing:

Six-Year Transportation Improvement Plan 2025-2030

Public Works Director Hushagen said the Six-Year Tip is consistent with our Capital Improvement Plan, which was adopted in October 2024, and coincides with the budget and two-year work plan.

Mayor Roberts opened the Public Hearing at 7:31 p.m.

<u>Name:</u>	<u>City:</u>	<u>Comment:</u>
Cathy Wooten	Stanwood	Would like more sidewalk improvements on 80 th

With no other comments, Mayor Roberts closed the Public Hearing at 7:35 p.m.

Hushagen said that there is developer funded improvements planned for 80th, those may have been inadvertently missed, he will have staff update to show those project areas.

Councilmembers discussed and asked questions. Councilmember Robb noted a few errors on the map and project list. Hushagen said he will have staff correct the errors.

Motion by Councilmember Metz, second by Councilmember Shepro to adopt Resolution 2024-02 the City of Stanwood's Six-Year Transportation Improvement Plan 2025-2030.

Motion carried unanimously.

11. New Business

a. Municipal Finance and Budget 101

Finance Director Hammond presented an overview of Municipal Finance and Budgeting.

b. Approve First Reading Ordinance 1527 – Sewer Utility Rates

Finance Director Hammond said that the City's rate consultant, FCS Group provided analysis of the summer discount rate. FCS Group recommended to extend the winter periods that the rate is based on from four months to six, and to extend the period the discount is applied from four months to six months.

Councilmembers discussed and asked questions.

*Motion by Councilmember Metz, second by Councilmember Shepro to approve the first reading of Ordinance 1527 amending the methodology for calculating the summer sewer discount and increasing the sewer rate. **Motion carried unanimously.***

12. Public Closing Comments:

Motion by Councilmember Robb, Second by Councilmember Bergman to suspend Closing Public Citizen Comments.

Councilmember Robb commented on the risks associated with introducing technology to allow for on-line public comments during a public meeting. Council would like to thank our small-town Stanwood for participating, but steps need to be put in place to avoid the situation that happened earlier in the opening Public Comments. The public comment portion of our meetings are available for our local public that want to address council for issues that are germane to City of Stanwood business.

Councilmember Shepro commented that the citizens attending in person should be able to make a comment.

Motion failed 1 yea, 6 nay.

*Motion by Councilmember Robb, Second by Councilmember Bergman to suspend on-line closing public comments and retaining in-person public comments. **Motion carried unanimously.***

<u>Name:</u>	<u>City:</u>	<u>Topic:</u>
Andrew Davis	Mount Vernon	Ovenell Park Community Garden
Cathy Wooten	Stanwood	Ovenell Park Community Garden and Summer Sewer Discount Cycles

13. Executive/Legislative Reports

a. Mayor's Report

- Thanked Council for all the work done earlier tonight at the Special Workshop.
- Last year's council informally decided not to do proclamations unless of significant city importance. Let the Mayor know if this should be changed or continued as is as the city has received a few requests.
- At the most recent Community Transit Board meeting, City of Snohomish Councilmember Tom Merrill was selected as Chair and Mayor Roberts was selected as Vice-chair, this is a good thing as both are representing small cities.

b. City Administrator Report

- The boat launch at Hamilton Park opened on Monday, it is already being used.

- Construction on the dugouts at Heritage Park has begun. Our city crew is doing the work.
 - The remodel for city hall, police station, and public restroom begins on Monday, February 12th.
- c. Councilmember's Report/Questions
- Councilmember Schmitt reminded everyone to admire the light display on top of the Hamilton Smokestack.
 - Councilmember Shepro passed on a 'thank you' from the Little League President for Council approving the baseball dugout project.

14. Recess to Executive Session – None

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:45 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8c
DATE: February 22, 2024
SUBJECT: City Council Special Workshop Minutes
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 8, 2024, City Council Special Workshop are attached.

RECOMMENDED MOTION

“I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 8, 2024, CITY COUNCIL SPECIAL WORKSHOP AS PRESENTED”.

CITY OF STANWOOD

City Council Special Workshop Meeting

Thursday, February 8, 2024 – 5:00 p.m.

Stanwood-Camano School District, Administration Bldg. Board Room

26920 Pioneer Highway, Stanwood

MINUTES**Call to Order**

Mayor Roberts called the meeting to order at 5:00 p.m.

Attendance

Councilmembers present: Dani Gaumond, Marcus Metz, Darren Robb, Robert Hicks, Steve Shepro, Andreena Bergman, and Tim Schmitt.

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Building Official Scott Black, and City Clerk Lisa Sokolik,

1. Fireworks Discussion

City Administrator Smith introduced the fireworks ban issue. Council had a lengthy discussion on the pros and cons of fireworks in the city limits and directed staff to bring an action item to a regular city council meeting for a public hearing, discussion and vote, date to be determined. Some of the points discussed included:

- Having a partial ban (i.e., banning more days.).
- Bring back the city firework show.
- The impact to our military veterans and animals.
- Property damage.
- Celebration of our nation, our history.
- Several community groups use selling fireworks for a fund raiser.

2. Parks and Trails Advisory Committee Discussion

Mayor Roberts led the discussion regarding the Parks and Trails Advisory Committee (PTAC). Council agreed that communication between PTAC and council needs improvement. Council suggested:

- Schedule an annual Council and PTAC joint meeting.
- Have one or two Councilmembers attend PTAC's monthly meeting.
- Have staff notify PTAC when council decides to change a project priority, or a recommendation and to provide the rationale for the change.

Councilmembers and Mayor Roberts expressed how much they value the input that PTAC provides and appreciates the member's time and commitment.

Stanwood City Council Special Workshop Minutes – February 8, 2023

Adjourn

Mayor Roberts Adjourned the meeting at 6:45 pm.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d

DATE: February 22, 2024

SUBJECT: Authorize the Mayor to execute a lease amendment with Puget Sound Public Farms to allow a public farm at Ovenell Park.

CONTACT PERSON: Shawn Smith, City Administrator

ATTACHMENTS: A – Contract Amendment

PURPOSE

The purpose of this agenda item is to authorize the Mayor to execute an amendment that will waive the pollution liability insurance currently required by the one-year lease agreement with Puget Sound Public Farms to establish a public farm at Ovenell Park.

BACKGROUND

Puget Sound Public Farms (PSPF) has requested the city waive the pollution liability insurance requirement due to its cost (\$3,800/year). Staff has discussed the matter with the City Attorney and with our risk representative at the Washington Cities Insurance Authority. The city currently has pollution liability coverage. The PSPF has proposed sustainable agricultural practices in their Ovenell operation.

FISCAL ANALYSIS

Fiscal Impact			
Fund(s):	NA		
Amount:	none	Project Estimate:	0
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

STAFF RECOMMENDATIONS

Staff recommends waiving the pollution liability insurance requirement in the current lease agreement with PSPF to allow a public use at Ovenell Park. Although the city does take on risk by waiving this insurance requirement, it is an insured risk. Further, the sustainable practices proposed by PSPF adequately mitigate the risk to the city.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to execute a lease agreement with Puget Sound Public Farms to establish a public farm at Ovenell Park.
2. Do not authorize the Mayor to execute a lease agreement and direct staff to revise.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A LEASE AMENDMENT WITH PUGET SOUND PUBLIC FARMS TO ALLOW THE ESTABLISHMENT OF A PUBLIC FARM AT OVENELL PARK”.

AMENDMENT 1 TO THE RENTAL AGREEMENT ENTERED INTO BY THE CITY OF STANWOOD AND PUGET SOUND PUBLIC FARMS DATED DECEMBER 14, 2023

WHEREAS, the Parties entered into a lease agreement that permits Tenant to grow fruits, vegetables and plants on certain property owned by Landlord; and

WHEREAS, per the original terms of the Agreement, Tenant was required to furnish pollution liability insurance; and

WHEREAS, Tenant is a non-profit that is unable to afford pollution liability insurance; and

WHEREAS, Tenant has agreed to additional provisions designed to enhance environmental protections, in exchange for removal of the pollution liability insurance.

NOW THEREFORE, the Rental Agreement is amended as follows:

1. Section 6 is hereby amended to add two subsections as follows:

x. Tenant shall keep no more than 5 gallons of fuel at Ovenell Park. A fuel spill kit rated to clean up the fuel shall also be kept on site. User shall be responsible for cleaning up any and all fuel related spills that occur after the start of the lease date and will pay for any costs associated with fuel spills which occur on site. Tenant shall keep no more than one gallon total of pesticides, fungicides, and herbicides on site. All pesticides, fungicides, and herbicides shall be certified for use in organic farming operations and used in accordance with their label. All pesticides, fungicides, and herbicides shall be applied only with a backpack sprayer or other handheld spray device to mitigate pesticide drift. Pesticides, fungicides, and herbicides shall not be applied by Tenant to any area inside a critical area or wetland area as designated by the most recent environmental assessment Tenant shall develop an integrated pest management strategy (IPM) and shall follow the strategy to minimize the need for the use of pesticides.

y. Tenant shall keep a record of all pesticides, fungicides, and herbicides applied pursuant to this Agreement, a copy of which shall be provided to the Landlord on an annual basis.

2. Section 11 is amended to remove Section 11 (c)(iii) and Section 11 (d)(iii).

The parties have agreed to this amendment this **22nd day of February 2024**.

CITY OF STANWOOD

By _____
Sid Roberts, Mayor

PUGET SOUND PUBLIC FARMS

By _____
Andrew Davis

Approved as to form:

Nikki Thompson, City Attorney

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e
DATE: February 22, 2024
SUBJECT: Final Acceptance of 80th Avenue Sidewalk Project
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – Final Pay Request

PURPOSE

The purpose of this item is for Council to authorize final acceptance of the 80th Avenue Sidewalk project completed by Colacurcio Brothers, Inc.

BACKGROUND

Council approved a contract with Colacurcio Brothers to construct a sidewalk between 276th and 279th ST NW to fill in an existing gap in sidewalk. This project included sidewalk, curb and gutter, storm drainage, ADA ramp, and buffer to 80th Ave NW. That project is now complete, and staff is seeking final acceptance.

ANALYSIS

The original contract amount was \$449,600 with a \$44,960 contingency. The total project cost was 499,706. That is an overage of approximately \$50,000. Most of the overage, \$42,000 was spent on repaving the North bound lane of 80th. The original project scope only included paving the South lane. During construction it was determined the North bound lane was in need of paving, and Colacurcio agreed to pave it at their unit costs. Meaning we would not pay a markup for the change. The remainder of the overage was spent on relocating storm lines to give additional clearance from our shallow water main. This project required property acquisition from Steve Jones to accommodate the sidewalk.

FIANCIAL IMPACT

Total fiscal impact was \$499,706.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE FINAL ACCEPTANCE OF THE 80th AVENUE SIDEWALK PROJECT CONSTRUCTED BY CONTRACT WITH COLACURCIO BROTHERS INC.”.

Application and Certificate For Payment

To Owner: CITY OF STANWOOD
10220 270TH ST. NW
STANWOOD, WA 98292

Project: 80TH AVE NW SIDEWALK
80TH AVE NW
STANWOOD, WA 98292

Application No: 1 Date: 09/18/2023

Period To: 09/18/23

Architect's Project No: SEPT 2023

Contract Date: 05/17/23

From Colacurcio Brothers, Inc.
(Contractor): 3287 H Street Road
Blaine, WA 98230

Contractor Job
Number: 223015

Via (Architect):

Contract For:

Phone: 360 332-4044

Contractor's Application For Payment

Change Order Summary	Additions	Deductions	Original contract sum	449,600.00
Change orders approved in previous months by owner			Net change by change orders	0.00
	Number	Date Approved	Contract sum to date	449,600.00
Change orders approved this month			Total completed and stored to date	499,706.10
			Retainage	
			5.0% of completed work	24,985.31
			0.0% of stored material	0.00
Totals			Total retainage	24,985.31
Net change by change orders			Total earned less retainage	474,720.79
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.			Less previous certificates of payment	0.00
			9.300% of taxable amount	0.00
			Current sales tax	0.00
			Current payment due	474,720.79
			Balance to finish, including retainage	-25,120.79

Contractor: [Signature]
By: [Signature] Date: 9/29/23
State of: WA County of: [Blank]
Subscribed and sworn to before me this 29 day of September
2023 (year). Notary public: Cory DeMent
My commission expires 1/20/26

**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF STANWOOD
From (Contractor): Colacurcio Brothers, Inc.
Project: 80TH AVE NW SIDEWALK

Application No: 1 Date: 09/18/23 Period To: 09/18/23
Contractor's Job Number: 223015
Architect's Project No: SEPT 2023

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
A GROUP A														
001	MINOR CHANGES	5,000.0000	1.00	EST	5,000.00	.00	0.00	1.45	7,227.90	1.45	7,227.90	144.6	361.40	
002	ROADWAY SURVEYING	0.0000	.00	LS	5,000.00	0.00 %	0.00	100.00 %	5,000.00	100.00 %	5,000.00	100.0	250.00	
003	MOBILIZATION	0.0000	.00	LS	42,000.00	0.00 %	0.00	100.00 %	42,000.00	100.00 %	42,000.00	100.0	2,100.00	
004	PROJECT TEMP TRAFFIC CONTROL	0.0000	.00	LS	53,000.00	0.00 %	0.00	100.00 %	53,000.00	100.00 %	53,000.00	100.0	2,650.00	
005	CLEARING & GRUBBING	0.0000	.00	LS	30,000.00	0.00 %	0.00	100.00 %	30,000.00	100.00 %	30,000.00	100.0	1,500.00	
006	SAWCUT ASPHALT/CONCRETE	6.0000	1450.00	LF	8,700.00	.00	0.00	2331.00	13,986.00	2331.00	13,986.00	160.8	699.30	
007	GRAVEL BORROW INCL HAUL	30.0000	675.00	TN	20,250.00	.00	0.00	798.21	23,946.30	798.21	23,946.30	118.3	1,197.32	
008	ROADWAY EX INCL HAUL	50.0000	450.00	CY	22,500.00	.00	0.00	335.37	16,768.50	335.37	16,768.50	74.5	838.43	
009	CRUSHED SURFACING TOP COURSE	70.0000	200.00	TN	14,000.00	.00	0.00	419.86	29,390.20	419.86	29,390.20	209.9	1,469.51	
010	PERMEABLE BALLAST	60.0000	120.00	TN	7,200.00	.00	0.00	.00	0.00	.00	0.00	0.0	0.00	
011	PLANING BITUMINOUS PAVEMENT	6.0000	1750.00	SY	10,500.00	.00	0.00	3500.00	21,000.00	3500.00	21,000.00	200.0	1,050.00	
012	HMA CI 1/2" PG 58H-22	170.0000	250.00	TN	42,500.00	.00	0.00	435.16	73,977.20	435.16	73,977.20	174.1	3,698.86	
013	PVC STORM SEWER PIPE 12-IN DIA	80.0000	295.00	LF	23,600.00	.00	0.00	310.00	24,800.00	310.00	24,800.00	105.1	1,240.00	
014	CATCH BASIN TYPE 1	3,000.0000	3.00	EA	9,000.00	.00	0.00	4.00	12,000.00	4.00	12,000.00	133.3	600.00	
015	CONNECTION TO DRAINAGE STRUCTU	1,000.0000	1.00	EA	1,000.00	.00	0.00	1.00	1,000.00	1.00	1,000.00	100.0	50.00	
016	TEMP EROSION & SEDIMENTATION CONTROL	0.0000	.00	LS	8,000.00	0.00 %	0.00	37.50 %	3,000.00	37.50 %	3,000.00	37.5	150.00	
017	PROPERTY RESTORATION	0.0000	.00	LS	6,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
018	TOPSOIL TYPE A (4" DEPTH PLANTER STRIP)	70.0000	275.00	SY	19,250.00	.00	0.00	355.00	24,850.00	355.00	24,850.00	129.1	1,242.50	
019	CEMENT CONC TRAFFIC CURB & GUTTER	30.0000	1450.00	LF	43,500.00	.00	0.00	1424.00	42,720.00	1424.00	42,720.00	98.2	2,136.00	
020	CEMENT CONC PEDESTRIAN CURB	60.0000	40.00	LF	2,400.00	.00	0.00	10.00	600.00	10.00	600.00	25.0	30.00	
021	CEMENT CONC DRIVEWAY ENTRANCE	110.0000	40.00	SY	4,400.00	.00	0.00	40.00	4,400.00	40.00	4,400.00	100.0	220.00	
022	CEMENT CONC COMBINATION RAMP	4,000.0000	1.00	EA	4,000.00	.00	0.00	1.00	4,000.00	1.00	4,000.00	100.0	200.00	
023	CEMENT CONC SIDEWALK	80.0000	810.00	SY	64,800.00	.00	0.00	788.00	63,040.00	788.00	63,040.00	97.3	3,152.00	
024	PAVEMENT MARKINGS	0.0000	.00	LS	3,000.00	0.00 %	0.00	100.00 %	3,000.00	100.00 %	3,000.00	100.0	149.99	
Total GROUP A					449,600.00		0.00		499,706.10		499,706.10		24,985.31	
Application Total					449,600.00		0.00		499,706.10		499,706.10		24,985.31	

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8f

DATE: February 22, 2024

SUBJECT: Confirm Mayor's Appointment to Parks and Trails Advisory Committee

CONTACT PERSON: Carly Ruacho, Parks Planning Manager

ATTACHMENTS: A – Peter Kamb Application for Appointment

PURPOSE

The purpose of this agenda item is for Council consideration of and confirmation of the Mayor's appointment of Peter Kamb to the Stanwood Parks and Trails Advisory Committee, to fill position one (1) which was recently vacated.

BACKGROUND

The Parks and Trails Advisory Committee currently has one vacant position. The position was recently held by Cathy Wooten. The position term expires December 31, 2025.

ANALYSIS

The Stanwood Mayor is responsible for recommending appointments to the various City ad hoc boards and commissions when terms expire or a vacancy occurs. The City advertised for a previous vacancy in 2023 requesting that interested individuals submit applications and letters of interest. There were three remaining submissions from the previous vacancy process. The Mayor reviewed the letters and spoke to Peter as his preferred candidate. Peter is agreeable to serve on the Committee for at least the remainder of the term.

RECOMMENDATIONS

Staff Recommendation: Mayor Roberts recommends the appointment of Peter Kamb to the Parks and Trails Advisory Committee, to fill position one (1), for the term ending December 31, 2025

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. Approve appointment
2. Do not approve the appointment and provide feedback to Mayor

PROPOSED MOTION

"I MOVE TO APPOINT PETER KAMB TO THE STANWOOD PARKS AND TRAILS ADVISORY COMMITTEE, POSITION ONE FOR A TERM ENDING DECEMBER 31, 2025".

ATTACHMENT A

Peter Kamb
9414 Thomle Road
Stanwood, WA 98292

January 27, 2024

To the Members of PTAC,

I've attended every PTAC meeting for the past year. I'm generally the only citizen who attends the meetings. I have a strong working relationship with Stanwood City Council member Steve Shepro and have worked with him on several initiatives in the city so far. I am honored he has recommended me for this PTAC position.

I organized the July meeting with rail lawyer Charles Montange and city employees regarding the BNSF rail spur surrounding the city.

I have been in contact with Leafline Trails Coalition & Snohomish County regarding regional trail opportunities for Stanwood.

I'm very interested in serving on the Stanwood Parks and Trails Advisory Committee and filling the position #7 vacancy.

My wife Julia and I have a three year old son and six month old daughter. We want to be able to safely walk and bike into Stanwood with the kids. I'm very invested in improving parks and trails in the community for the coming years.

Trails for non-motorized transportation are a huge opportunity for Stanwood, as are connections to the Stillaguamish River.

I have been attending every PTAC meeting as a citizen for the past year. I've spoken to all the members and know that I would be a valuable addition to the committee.

In July I organized a meeting with rail lawyer Charles Montange and city employees to discuss the BNSF rail spur surrounding the city. Continuing to examine this difficult length of the proposed Port Susan Trail would be one of my top priorities for PTAC.

Stanwood is an amazing place and I would love the opportunity to serve. Thank you.

Peter Kamb
Stanwood, WA



**CITY OF STANWOOD
CITY COUNCIL
STAFF REPORT**

ITEM NUMBER: 9a

DATE: February 22, 2024

SUBJECT: Summer Sewer Discount

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – Ordinance 1527 - Amendment to SMC 12.04.020 Sewer Rates and 12.16.010 Conditions

PURPOSE

The purpose of this agenda item is for Council consideration whether to revise the summer sewer discount methodology, amend rates, and clarify definition of commercial units.

BACKGROUND

The late summer of 2022, and especially September and October were unusually warm and dry. This led to unusually high sewer and water bills and many customer complaints. Staff added to the 2023 workplan a review of our billing practices to ensure the city practice is equitable. The reason the sewer rates were affected is due to the city's use of a summer sewer discount methodology that effectively charges residential sewer customers in summer months at the lower of their actual usage or the average amount of their winter water usage. This discount methodology is necessary because Stanwood's sewer rate is based on volume of water used, and in summer the increased usage is presumed to result from irrigation, which does not end up in the sewer treatment system, thus should not result in higher summer sewer costs. This methodology is widely used in the utility industry. On June 8, 2023, the city council adopted Ordinance 1519, which provided a temporary solution and directed staff to develop a long-term improvement.

An additional change has been added to the proposed Ordinance 1527 after the first reading on February 8th to clarify the definition of commercial units for billing purposes. The number of multiuse structures and building modifications in the city has increased over the years and the finance department has not always been notified. Recently, staff initiated an audit of these accounts to verify they are consistently and accurately billed. Unfortunately, they have not. Examples include former residential properties have been modified to rent two businesses, or a business and an apartment dwelling. The proposed amendments municipal code will clarify ambiguity in billing, namely each separate business or apartment is billed as a separate unit if it has its own bath or kitchen.

ANALYSIS

One key issue with the summer discount method is that the city bills in two cycles, in alternate months, thus the discount is applied to different summer months for each cycle. The discount applies to May, June, July and August for Cycle One, and June, July, August and September for Cycle Two. In total, the discount runs from May through September, with all customers receiving a discount in June, July and August, but some customers receive a discount in May, while others receive a discount in September. This is perceived as inequitable by some customers. Staff compared the eight-year average water use in each month and noted that October of 2022 was an extreme outlier (34% higher) than the average.

The city's rate consultant, FCS Group provided a recommendation to extend the winter periods that the rate is based on from four months to six, and to extend the period the discount is applied from four months to six months. This approach is considered to significantly reduce the variability between the two billing cycles, and therefore more equitable for customers. The change would reduce overall billed water usage by twelve percent. To make the proposed change revenue neutral, staff recommends increasing rates across all classes an additional 0.70 % (in addition to the 1.5 percent increase effective January 1st.) Note the percentage changes in overage rates vary, as the consultant noted the rates between classes should be linked proportionally between classes. The city is awaiting the results of the System Plan Update to determine rates in 2025 and beyond.

The following table illustrates the existing and proposed methodology.

Month	Existing		Proposed	
	Cycle 1	Cycle 2	Cycle 1	Cycle 2
January	Winter	Winter	Winter	Winter
February	Winter	Winter	Winter	Winter
March	Winter	Winter	Winter	Winter
April	Winter	Winter	Winter	Summer
May	Summer	Winter	Summer	Summer
June	Summer	Summer	Summer	Summer
July	Summer	Summer	Summer	Summer
August	Summer	Summer	Summer	Summer
September	Winter	Summer	Summer	Summer
October	Winter	Winter	Summer	Winter
November	Winter	Winter	Winter	Winter
December	Winter	Winter	Winter	Winter

EXISTING AND PROPOSED RATES.

Class	Base Rate - \$/Mo./Acct.		% Change
	Existing	Proposed	
Residential			
Individually Metered	\$ 58.70	\$ 59.11	0.70%
Master Metered	58.70	59.11	0.70%
Commercial			
Commercial - Light	58.70	59.11	0.70%
Commercial - Heavy	66.72	67.19	0.70%
General Industrial	74.76	75.28	0.70%

Class	Overage Rate - \$/ccf		% Change
	Existing	Proposed	
Residential			
Individually Metered	\$ 8.20	\$ 8.25	0.61%
Master Metered	8.27	8.25	-0.24%
Commercial			
Commercial - Light	8.20	8.25	0.61%
Commercial - Heavy	9.54	9.61	0.73%
General Industrial	10.87	10.95	0.74%

Notes: Low income rate available | Inactive rate available

Staff Recommendation:

Staff recommends leaving the summer sewer discount in place, however calculating the winter average over six-month periods and applying it to six-month periods, instead of four-month periods as is currently done; and amending the rate and definitions as described above.

Fiscal Impact NONE

RECOMMENDED MOTION

“I MOVE TO APPROVE THE SECOND READING OF ORDINANCE 1527 AMENDING THE METHODOLOGY FOR CALCULATING THE SUMMER SEWER DISCOUNT, INCREASING THE SEWER RATE, AND CLARIFYING THE DEFINITIONS OF BILLING UNITS, AND DIRECT STAFF TO PRESENT FOR A THIRD READING”.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1527

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING THE STANWOOD MUNICIPAL CODE (SMC) TITLE 12 TO PROVIDE FOR A REVISED METHODOLOGY FOR CALCULATING SUMMER SEWER RATES; AMENDING SEWER SYSTEM MONTHLY RATES; CLARIFYING DEFINITIONS AND CONDITIONS; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's sewer rates are set by ordinance and adjusted during summer months, based on winter averages; and

WHEREAS, high water use during the summer is typically associated with irrigation, as opposed to in-home use that enters the City's sewer system; and

WHEREAS, early fall in 2022 was unusually hot, causing water usage to be higher than average; and

WHEREAS, use of 2022 data anomalies in calculating summer 2023 residential sewer rates may not be reflective of actual use.

WHEREAS, on June 8, 2023 the Stanwood City Council adopted Resolution 1519, providing temporary relief and directed staff to develop and recommend a methodology to provide a longer-term solution.

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

Section 1. Stanwood Municipal Code 12.04.020 is hereby amended to read as follows:

SMC 12.04.020 (1) Definitions:

b) "Units" means the number of dwelling units in a multifamily residence such as a duplex, apartment or condominium; or the number of separate rooms or living units in a nursing home, congregate care or assisted living facility; each having separate bathroom and/or kitchen facilities; or the number of separate commercial businesses in a multi-unit location with one water connection, each having separate bathroom and/or kitchen facilities.

SMC 12.04.020(2)(a) Basis of Rates and Charges. Sewer charges shall be based on the monthly water use as recorded by the city water meters unless indicated otherwise in this section. The charge for individually metered residential uses for the summer months, defined herein as May, June, July, and August, September, October for accounts in Cycle 1, and April, May, June, July, August, and September for accounts in Cycle 2, shall be based on the lesser of the water use for the billing period or the average monthly water use for the preceding November through April, or October through March, period, respectively. If data for the full September-November through April, or October through May-March, period are not available, the data will be averaged over the period for which data are available. For new accounts that begin in the defined summer months, the month's charge shall be based on the water use for that month. The charge for nonresidential uses for the months of April, May, June, July, August and September and October shall be based on the water use for that month unless indicated otherwise in this section. Routes included in each cycle shall be determined by the city. A user may elect, at his/her own expense, to install a separate water meter to measure water used for irrigation. An irrigation-only account will then be established and billed separately by the city.

Monthly Sewer System Rates and Charges-Effective April 1, 2024 for Cycle 2, and May 1, 2024 for Cycle 1.

Class	Base Rate	Incremental Rate
Residential		
Individually Metered	(\$58.70) \$59.11	(\$8.20) \$8.25
Master Metered	(\$58.70) \$59.11	(\$8.20) \$8.25
Commercial		
Light Commercial	(\$58.70) \$59.11	(\$8.20) \$8.25
Heavy Commercial	(\$66.72) \$67.19	(\$9.54) \$9.61
General Industrial	(\$74.76) \$75.28	(\$10.87) \$10.95

12.16.010 (3) Conditions.

(b) When multiple dwelling units, each having bathroom and/or kitchen facilities, or multiple commercial entities within a building or property, are served by a single meter connection, the minimum charge per month shall be the minimum monthly charge for a three-quarter-inch meter times the number of dwellings served by the single meter.

Section 2. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this **14th day of March 2024.**

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9

DATE: February 22, 2024

SUBJECT: Building and Fire Code Updates

CONTACT PERSON: Patricia Love, Community Development Director
Scott Black, Building Official

ATTACHMENTS: A – Ordinance 1518 Adoption of International Building and Fire Codes

PURPOSE

The purpose of this agenda item is for Council review of the second and final reading of the International Building and Fire Codes Ordinance as mandated by the State of Washington.

BACKGROUND

Every three years the International Code Council (ICC) updates the International Building (IBC) and Fire Codes (IFC) which is the standard by which all building permits are reviewed against in the United States. The State of Washington mandates that all counties, cities and towns adopt the updates by March 15, 2024.

This item was initially brought before the Council in May of 2023 for adoption where the Council accepted the first reading and motioned to proceed with the second reading. Prior to the second reading, a lawsuit was filed challenging portions of the energy code which limited the use of gas heating systems and water heaters. That lawsuit has been resolved by the State Building Code Council (SBCC) by amending the energy code to allow continued use of gas based heating systems.

ANALYSIS

Stanwood Municipal Code, Title 14 – Uniform Codes, lists the adopted versions of the IBC building and fire codes. These codes establish the public safety standards for building construction and occupancy of structures throughout the nation. Title 14 has been restructured as follows for ease of readability.

Title 14
Adopted Building and Construction Codes

Chapter	Code Topic
14.02	General Provisions
14.04	Building Code
14.06	Fire Code
14.08	Street and Utility Standards

The general purpose of regular IBC code updates is to:

- Incorporate emerging technology and materials into construction to increase building safety; and
- Decrease differences in construction standards between communities.

The proposed code amendment replaces the 2018 edition of the IBC with the 2021 edition. International Code Amendments include updates to:

- Building Code
- Residential Code
- Mechanical Code
- Plumbing Code
- Fire Code
- Energy Code
- Fuel Gas Code
- Swimming and Spa Code
- Wildland Urban Interface Code (New)

General amendments:

The following changes are included in the 2021 amendments:

- The square footage exemption for accessory structures of 200 square feet consistent between the IBC and IRC.
- Deleting the annual permit section, we do not use.
- Section 109.4 creates a double permit fee for stop work orders.
- All appeals sections are amended to appoint the hearing examiner as the review body versus an appeals board
- IRC table 301.2(1) now contains the minimum design criteria for all residential structures.
- Amending the fire code to be more consistent with neighboring jurisdictions and increasing the life safety of structures

International Wildland-Urban Interface Code

- Adopts a new standalone code the International Wildland-Urban Interface Code
- Building Official to work independently with each homeowner to best identify products to meet the requirements of this code

- This code deals with the separation of structures and brush/timber for fire impacts. This will require some additional construction to mitigate for the potential fire impacts:
 - o Exterior of residences to be non-combustible
 - o Changing from soffit venting attics to putting ventilation on the lower portion of the roof

International Property Maintenance Code

Staff is recommending adoption the International Property Maintenance Code (IPMC) which emphasizes protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of buildings that exist. Adoption of the Property Maintenance Code is optional, not mandated by the State, and is enforced by the City's Code Enforcement Officer. The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following:

1. Administration, enforcement, and penalties associated with the code.
2. Determination and assignment of responsibility for code compliance among the owner, operator, and occupant of a property.
3. Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health, and comfort.
4. Regulating the use of existing dwelling through the establishment of occupancy limitations.
5. Maintenance of egress and fire safety, with appropriate references to the International Fire Code.

General similarities / differences between the International Property Maintenance Code and the City's Nuisances codes are shown below. The IPMC deals mostly with buildings whereas the Municipal Code deals with property. However, there is some overlap when it comes to grounds maintenance, junk vehicles and pest control. Where there is overlap, the IPMC will provide additional enforcement authority.

International Property Maintenance Code	Stanwood Municipal Code: Nuisances
Fire Safety / Smoke Alarms	Noise
Basic Equipment	Dangerous Trees and Vegetation
Adequate Light	Blockage of Public Utilities / Obstruction of Streets and Sidewalks
Building Ventilation	Rotting / Rat-Harboring / Disease Causing Debris or Conditions
Permanent Heating Sources	Burning
Lack of Power and Water	Fences in Disrepair
Adequate Bathroom / Kitchen Facilities	Junk / Junk Vehicles / Junk Trailers
Wiring and Plumbing	Discarded Appliances
Property Working Windows and Doors	Weeds / Infested Trees
Rodent and Pest Control	Toxic Substances / Hazards / Noxious Fumes
Grounds / Property Maintenance	Dumping of Debris / Animal Carcasses
Inoperable / Unregistered Vehicles	

The City manages code enforcement on a complaint basis. The Code Enforcement Officer / Building Official receives the complaint, investigates and determines if a violation exists, and then follows through with enforcement as needed. This process is not expected to change with adoption of the IPMC. It does, however, have the potential to increase the number of code enforcement cases the city receives. Based on the activity of other cities, we are not expecting that it will require an increase in staffing, but monitoring will be required over the next few years to truly understand the full effect on staffing levels.

Fiscal Impact			
None; Mandated State Update			
Fund(s):			
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No ☒ N/A	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

The Building Official and the Fire Marshall worked together to draft the Building and Fire Codes included in these proposed amendments and recommend that the Council accept the second and final reading of Ordinance 1518.

Committee/Board Recommendation:

The Council Community Development Committee's February 2023 meeting included a briefing on the proposed update to the IBC building and fire codes. At that meeting the Committee understood that the amendments are mandated by the state and recommended forwarding the code amendment to the full Council for adoption.

The Planning Commission reviewed the Property Maintenance Code amendment on February 13, 2023, and March 13, 2023, and recommended the adoption of this code.

CITY COUNCIL OPTIONS

1. Accept the second and final reading reading of Ordinance 1518 adopting the 2021 version of the International Building and Fire Codes.
2. Request changes to the Ordinance and direct staff to address specific Council issues or concerns prior to Council reconsideration the ordinance.

PROPOSED MOTION

"I MOVE TO APPROVE THE SECOND READING AND ADOPT ORDINANCE 1518 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 14, UNIFORM CODES, OF THE STANWOOD MUNICIPAL CODE".

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1518

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING
STANWOOD MUNICIPAL CODE CHAPTER 14.04, UNIFORM CODES, TO ADOPT
THE INTERNATIONAL BUILDING AND FIRE CODES AS ADOPTED BY THE STATE
OF WASHINGTON AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE
DATE.**

WHEREAS, the state legislature has mandated, per RCW 19.27.031, that cities enforce the State Building Code as adopted and amended by the State Building Code Council; and

WHEREAS, the State Building Code Council, pursuant to RCW 19.27.074, reviewed and adopted the updated versions of the International Building Code, International Residential Code, International Mechanical Code and International Fire Code as published by the International Code Council, Inc. and the Uniform Plumbing Code and Uniform Plumbing Code Standards as published by the International Association of Plumbing and Mechanical Officials; and

WHEREAS, Stanwood currently is administering the 2018 International Building Codes; and

WHEREAS, the Stanwood City Council desires to update its building and fire codes consistent with state mandates; and

WHEREAS, the State Building Code Council voted to delay the effective date of the 2021 building codes from the initial July 1, 2023 date; and

WHEREAS, these revised codes will now take affect statewide on March 15th, 2024; and

WHEREAS, the Responsible Official has determined that the adoption of building codes is exempt from the State Environmental Policy Act (SEPA) under administrative actions containing no substantive standards respecting use or modification of the environment per WAC 197-11-800(19), Procedural Actions; and

WHEREAS, the proposed code amendment is not a “development regulation” as defined as RCW 36.70A.030(7) and is therefore exempt from State of Washington Department of Commerce noticing requirements; and

WHEREAS, the City Council Community Development Committee reviewed the proposed language and amendments set forth in this Ordinance at their January 4, 2024 meeting; and

WHEREAS, the City Council held their first reading of the draft code amendment on February 8, 2024, and their second and final reading on February 22, 2024, and

WHEREAS, the City Council of Stanwood has authority under Title 35A, RCW to adopt plans and regulations related to development and operations within the City of Stanwood; and

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

Section 1. Code Revisions. Stanwood Municipal Code Title 14, Building and Construction, is amended as provided in Exhibit "A" attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 2. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 3. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 4. Effective Date. This Ordinance shall take effect March 15, 2024 after its passage and publication as required by law.

PASSED and APPROVED this ____ day of _____, 2024.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A

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Title 14 Adopted Building and Construction Codes

Chapter 14.02 General Provisions

14.02.010 Fees and building valuation costs

Fees are to be established by resolution of the City Council.

14.02.020 Documents available for public inspection

The codes, appendices, and standards in this Title must be kept on file with the City Clerk and made available for use and examination by the public pursuant to RCW 35A.12.140.

14.02.030 Severability and conflicting standards

i Severability clause replaced for clearer language. Conflicting provisions maintained from existing code.

- (1) If any section, sentence, clause, or phrase of this Title is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality may not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Title.
- (2) If there are conflicting terms, provisions, or conditions between the codes set forth in this Title and any other section of the Stanwood Municipal Code, the more restrictive requirements must prevail.

Chapter 14.04 Building Code

i This draft reflects the 2021 Building Code, effective through state law in March 2024. The amendments have been adapted from the previous adoption ordinance on this topic, prior to the state delaying the 2021 edition's effective adoption.

14.04.010 Adoption of international codes

The following international codes, which have been adopted with amendments by the State Building Code Council pursuant to Chapter 19.27 RCW, are herewith adopted by reference as though fully set forth in this chapter:

- (1) International Building Code 2021 Edition, as published by the International Code Council, together with Washington State amendments as set forth in Chapter 51-50 WAC, together with Appendix E and Appendix J, Sections 101 through 111, together with all Washington State amendments as contained in Chapter 51-50 WAC, and together with the applicable references to the National Fire Protection Association (NFPA), current edition as amended, except that:

- (a) Section 105.2 is amended to add the following:

i #1, below, is a new addition to the adopted code.

#1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided that the floor area is not greater than 200 square feet.

#14. Platforms not more than 30 inches above the grade and not over any basement or story below;

#15. Replacement of nonstructural siding on IRC structures except for veneer, stucco, or exterior finish and insulation systems (EIFS);

#16. In-kind window replacement for IRC structures where no alteration of structural members is required and which the window U values meet the prescriptive requirements within the Washington State Energy Code;

#17. Job shacks that are placed at a permitted job site during construction may be allowed on a temporary basis and must be removed upon final approval of construction;

#18. In-kind reroofing of one and two family dwellings provided roof sheathing is not removed or replaced;

- (b) Delete section 105.1.1 Annual Permit:

- (i) Instead of an individual permit for each alteration to an already approved electrical, gas, mechanical or plumbing installation, the building official is authorized to issue an annual permit upon application therefor to any person, firm or corporation regularly employing one or more qualified tradespersons in the building, structure or on the premises owned or operated by the applicant for the permit.

- (c) Delete section 105.1.2 Annual permit records:

- (i) The person to whom an annual permit is issued must keep a detailed record of alterations made under such an annual permit. The building official must have access to such records at all times or such records must be filed with the building official as designated.

- (d) Section 105.3.2 is amended to add the following:

i 12 marks a change from 18 months.

- (i) Applications for which no permit is issued within 12 months following the date of application must expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law;
 - (ii) Applications may be cancelled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The building official may extend the response period beyond 90 days; and
- (e) Section 105.5 is replaced with a new section, "Time limitation on building permits," to read as follows:
- (i) Every permit issued expires two years from the date of issuance. The building official may approve a request for an extended expiration date where a construction schedule is provided by the applicant and approved prior to permit issuance. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension must be requested in writing and justifiable cause demonstrated.

i The following amendment to Section 109.4 marks a change from current 2018 adoption.

- (f) Section 109.4 is amended to add the following:
 - (i) Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits must be subject to a fee equal to the amount of the permit fee required by this chapter and said fee must be in addition to the required permit fees. The payment of such investigation fee may not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.
 - (g) Section 113.1 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.
- (2) International Residential Code, published by the International Code Council, 2021 Edition, together with Washington State amendments as set forth in Chapter 51-51 WAC as hereby adopted, except that:

i This amendment removes the existing sections on Appendix Q, sprinkler systems not being adopted; Sections P2501 through P3201 and E3401 through E4209 not being adopted; and, R313.1.1 being amended on sprinklers.

i The amendment on Table R301.2(1) is new based on the previous iteration of this code adoption.

- (a) Section 112.1, Appeals, is amended. All appeals must follow the process established in SMC 14.04.020.
- (b) Table R301.2(1) is amended to add the following:

Table R301.2(1) Climatic and Geographic Design Criteria

Ground Snow Load	25 (roof snow load must also be 25psf unless proven otherwise by the structural engineer of record)
Wind Speed	110 mph
Topographic Effects	No
Seismic Design Category	D2
Weathering	Moderate
Frost line depth	12"
Termites	Slight to moderate

Winter Design Temp ^e	27°
Ice Barrier Underlayment Required	No
Flood Hazards	See SMC 17.120
Air Freeze Index	175
Mean Annual Temp	50.5°
MANUAL J DESIGN CRITERIA ⁿ	
Elevation	Elevation must be specific to site
Latitude	Latitude must be specific to site
Winter heating	See footnote n for all other values indicated in this table
Summer cooling	See footnote n for all other values indicated in this table
Altitude correction factor	–
Indoor design temperature	–
Design temperature cooling	–
Heating temperature difference	–
Cooling temperature difference	–
Wind velocity heating	–
Wind velocity Cooling	–
Coincident wet bulb	–
Daily range	–
Winter humidity	–
Summer humidity	–
n. The applicable code to regulate the use and conservation of energy is the Washington State Energy Code-Residential (WSEC-R)	

i The changes to the Existing Building Code and International Mechanical Code update it to the 2021 edition.

- (3) International Existing Building Code, published by the International Code Council, 2021 Edition.
 - (a) Section 112.1 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.
- (4) International Mechanical Code, published by the International Code Council, 2021 Edition, together with Washington State amendments as set forth in Chapter 51-52 WAC.
 - (a) Section 113.1 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.

i The changes to the Uniform Plumbing Code include updating it to the 2021 version and updating the text to align with the WAC.

- (5) Uniform Plumbing Code, published by the International Association of Plumbing and Mechanical Officials, IAPMO, 2021 Edition, together with Washington State amendments as set forth in Chapter 51-56 WAC, is hereby adopted.
 - (a) Section 107.1 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.

i The following three code adoptions by reference, Washington State Energy Code, Fuel and Gas Code, and Swimming Pool and Spa Code have been updated for the 2021 editions.

- (6) Washington State Energy Code, published by the Washington State Building Code Council, 2021 edition, together with Washington State amendments as set forth in Chapters 51-11C and 51-11R WAC, is hereby adopted, except that:
 - (a) Section C110 is amended to add the following:
 - (i) C109.1 Appeals. All appeals must follow the process established in SMC 14.04.020.
 - (b) Section R110 is amended to add the following:
 - (i) R110.1 Appeals. All appeals must follow the process established in SMC 14.04.020.
- (7) International Fuel Gas Code, published by the International Code Council, 2021 Edition, together with Washington State amendments as set forth in Chapter 51-52 WAC, is hereby adopted, except that:
 - (a) Section 113.1 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.
- (8) International Swimming Pool and Spa Code, published by the International Code Council, 2021 Edition, as set forth in Chapters 51-50-3109 WAC and 51-51-0327, is hereby adopted, except that:
 - (a) All other “water recreation facilities” as defined in RCW 70.90.110 are regulated under Chapters 246-260 and 246-262 WAC. Public swimming pool barriers are regulated by WAC 246-260-031(4).
 - (b) Section 111.1 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.

i Below is the addition of the 2021 Wildland Interface Code adoption. This would be a new addition.

- (9) International Wildland Interface Code, published by the International Code Council, 2021 Edition, together with Washington State amendments as set forth in Chapter 51-55 WAC, is hereby adopted, except that:
 - (a) Section 106 is amended to add the following:
 - (i) 106.3 Work exempt from permit.
 - #1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided that the floor area is not greater than 200 square feet.
 - #2. Fences not over 7 feet (1,829 mm) high.
 - (b) Section 113.1 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.

i The International Property Maintenance Code is not currently adopted. This code would ensure compliance with older buildings with code standards.

- (10) The International Property Maintenance Code, 2021 Edition, published by the International Code Council, is hereby adopted by reference. The following sections of the IPMC are hereby revised:
 - (a) Section 101.1. Insert City of Stanwood.
 - (b) Section 103.1. Insert Community Development Department.
 - (c) Section 107. Delete.
 - (d) Section 108 Appeals is amended. All appeals must follow the process established in SMC 14.04.020.
 - (e) Section 302.4. Insert 12 inches.
 - (f) Section 304.14 Insect Screens is amended to add the following:

- (i) During the period from April 1 to October 31, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored must be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control must have a self-closing device in good working condition.

Exception: Screens may not be required where other approved means, such as air curtains or insect repellent fans, are employed.

(g) Section 602.3 Heat Supply. Insert January 1 to December 31.

(h) Section 602.4 Occupiable workspaces. Insert January 1 to December 31.

14.04.020 Appeals

i This would be a new section to handle appeals if the City wishes to proceed with the amendment deferring to the Hearing Examiner instead of the Board of Appeals (WAC 51-11C-11000).

- (a) All appeals of orders, decisions, interpretations, or determinations made by the building official relative to the application and interpretation of the adopted codes in this Chapter must be to the City of Stanwood Hearing Examiner, in accordance with SMC 2.30.
- (b) The Hearing Examiner may not have the authority to waive the requirements of this code.

14.04.030 Penalties

i The penalty section has been updated to reflect the costs under the old code (previously a class B infraction) through the adopted infractions under RCW 7.80.120

Violation of this section/chapter is a class 3 civil infraction for a first offense and a class 1 civil infraction for a second offense. Violations may also be enforced per SMC Title 13.

Chapter 14.06 Fire Code

14.06.010 Adoption of international codes

i The Fire Code was split out into a new Chapter to make the Code easier to navigate and update between Fire and Building. It has been updated to reflect the 2021 edition. Like the Building Code, changes are consistent with the previous ordinance for updating, prior to the state's delay for implementation.

The following international codes, which have been adopted with amendments by the State Building Code Council pursuant to Chapter 19.27 RCW, are herewith adopted by reference as though fully set forth in this chapter:

- (1) International Fire Code, published by the International Code Council, 2021 Edition, together with Appendices B, C, D, E, F, and G, and together with all Washington State amendments as contained in Chapter 51-54A WAC, are hereby adopted, except that:
 - (a) Section 111.1 Appeals is amended. All appeals must follow the process established in SMC 14.06.020.
 - (b) Section 903 is amended to read:
 - (i) 903.2.1.1 Group A-1.

An automatic sprinkler system must be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 8,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

(ii) 903.2.1.3 Group A-3.

An automatic sprinkler system must be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 8,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

(iii) 903.2.1.4 Group A-4.

An automatic sprinkler system must be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 8,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

(iv) 903.2.4 Group F.

An automatic sprinkler system must be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 8,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 8,000 square feet.
4. Where a Group F-2 fire area exceeds 8,000 square feet.

(v) 903.2.7 Group B or Group M.

An automatic sprinkler system must be provided throughout buildings containing a Group B or Group M occupancy where one of the following conditions exists:

1. A Group B or Group M fire area exceeds 8,000 square feet (1115 square meters).
2. A Group B or Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group B or Group M fire areas on all floors, including any mezzanines, exceeds 8,000 square feet (2230 square meters).

(vi) 903.2.9 Group S.

An automatic sprinkler system must be provided throughout all buildings containing a Group S occupancy where one of the following conditions exists:

1. A Group S fire area exceeds 8,000 square feet.
2. A Group S fire area is located more than three stories above grade plane.
3. The combined area of all Group S fire areas on all floors, including any mezzanines, exceeds 8,000 square feet (2230 square meters).
4. A Group S fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 square meters).
5. In all Group S mini-storage occupancies.

(vii) 903.2.9.1 Repair garages.

An automatic sprinkler system must be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 8,000 square feet (929 square meters).
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 8,000 square feet (1115 square meters).
3. Buildings with repair garages servicing vehicles parked in basements.
4. Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 square meters).
5. Repair garages where the use of open flame or welding is conducted with a fire area exceeding 3,000 square feet.

(viii) 903.2.9.2 Bulk storage of tires.

Buildings and structures where the area for the storage of tires exceeds 8,000 cubic feet (566 cubic meters) must be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

14.06.020 Appeals

i This would be a new section to handle appeals if the City wishes to proceed with the amendment deferring to the Hearing Examiner instead of the Board of Appeals (WAC 51-11C-11000).

- (a) All appeals of orders, decisions, interpretations, or determinations made by the building official relative to the application and interpretation of the adopted codes in this Chapter must be to the City of Stanwood Hearing Examiner, in accordance with SMC 2.30.
- (b) The Hearing Examiner may not have the authority to waive the requirements of this code.

14.06.030 Penalties

i The penalty section has been updated to reflect the costs under the old code (previously a class B infraction) through the adopted infractions under RCW 7.80.120

Violation of this section/chapter is a class 3 civil infraction for a first offense and a class 1 civil infraction for a second offense. Violations may also be enforced per SMC Title 13.

Chapter 14.08 Street and Utility Standards

14.08.010 Adoption

The city of Stanwood “Street and Utility Standards” are hereby adopted for regulating the construction, maintenance, and operation of all public works/planning projects within the City as part of the Municipal Code as if fully set forth herein.

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10

DATE: February 22, 2024

SUBJECT: **Resolution 2024-03
Cedarside Commons Development Agreement**

CONTACT PERSON: Tansy Schroeder, City Planner

ATTACHMENTS: A – Resolution 2024-03 Development Agreement
B – Site Plan
C – Hearing Examiner Recommendation
D – Development Agreement
E – Resolution 2024-04 Street Vacation
F – Cedarside Presentation

PURPOSE

The City Council is being asked to approve Resolution 2024-03 for the Development Agreement of the Cedarside Commons Mixed Use Development. The Development Agreement is to facilitate development of the site due to the large encumbrance of critical areas including proposed density, percentage of commercial uses, parking, height, and traffic mitigation.

City Council is also being asked to approve Resolution 2024-04 to set a public hearing on the proposed street vacation of a portion of 268th Street NW between 72nd Avenue NW and 68th Avenue NW.

BACKGROUND

The City received a development agreement and binding site plan for development of 21.8 acres of Traditional Neighborhood (TN) zoned land within the eastern portion of city limits. The subject property is located northeast of the 72nd Avenue NW / SR 532 intersection and was previously referred to as the “Vine Street” property.

A public hearing was held before the Hearing Examiner on October 20, 2023. The Hearing Examiner issued a final recommendation after reconsideration on December 15, 2023, which made a recommendation for the city council to approve the development agreement subject to minor revisions, which have been made accordingly.

The development agreement sets forth the following development standards for the lots and tract: maximum residential density, maximum height, parking, mix of uses, and traffic mitigation. Other provisions set forth in the agreement include access, roadway standards, right-of-way dedication, terms of the agreement, and vested studies.

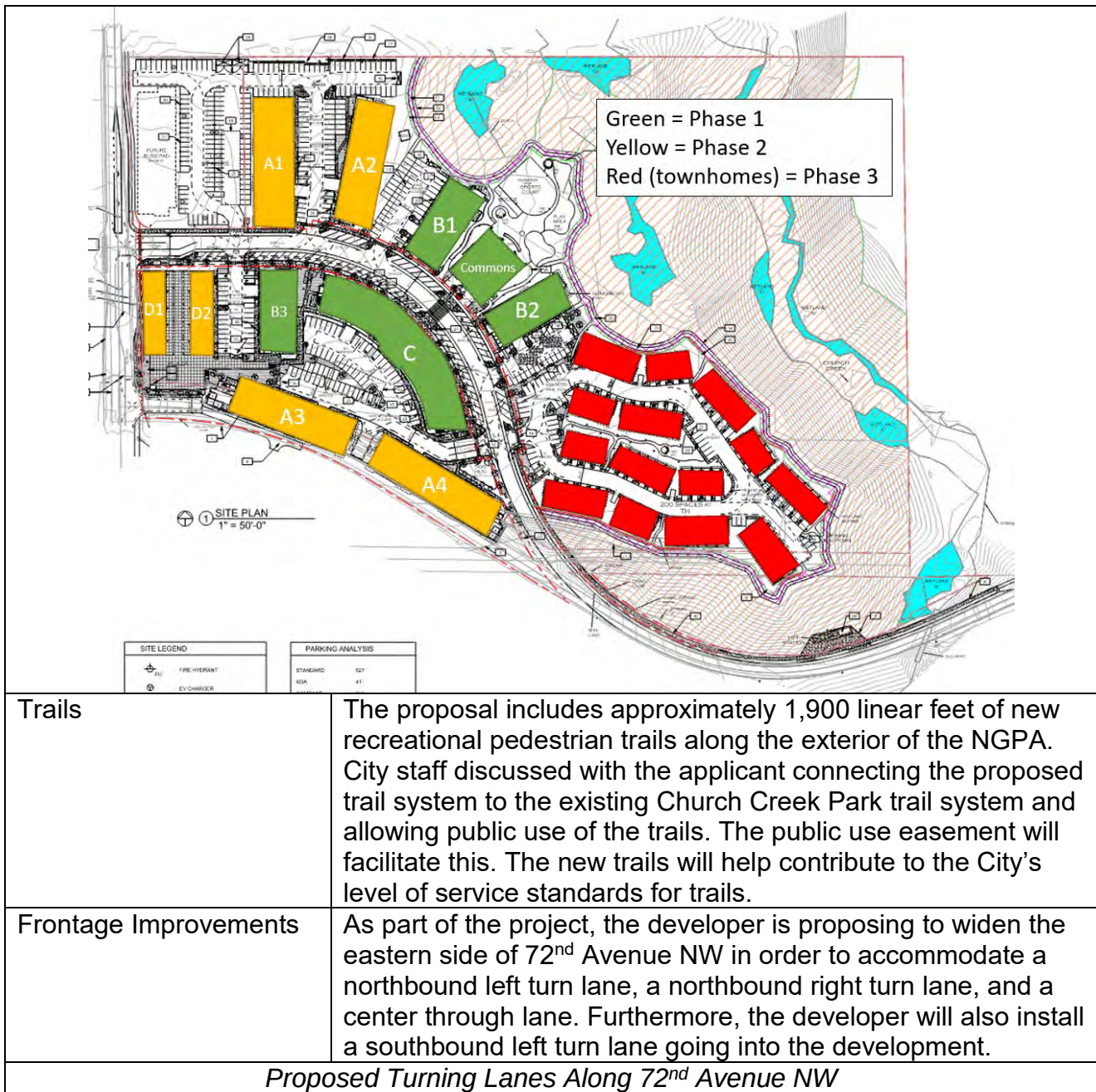
DISCUSSION

City staff worked with the city attorney and the applicant to review, revise, and recommend approval of the development agreement. The Hearing Examiner has recommended approval of the development agreement. Staff has provided a summary of the terms in the development agreement including general terms, mitigation, and specific deviations requested from the municipal code.

Project Compliance and General Terms of Agreement

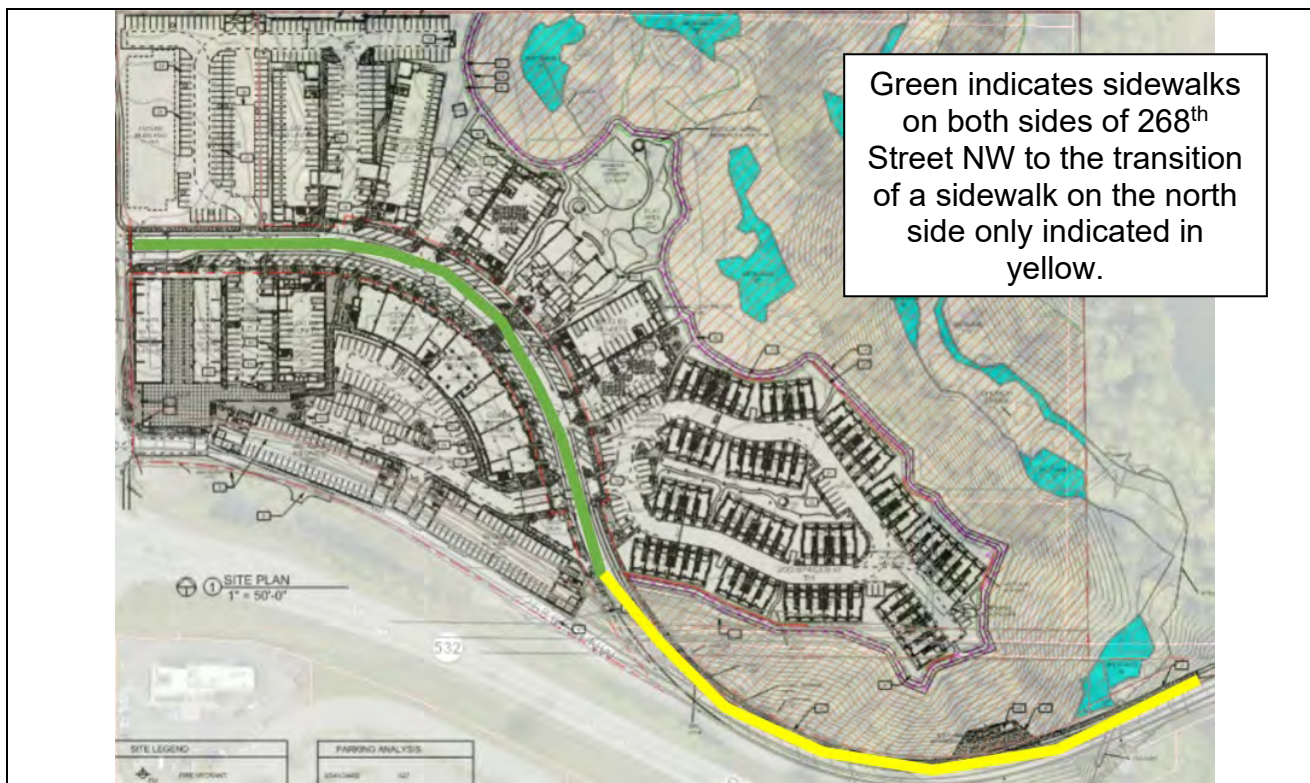
The following is a summary of the proposed development's compliance with the Stanwood Municipal Code and general terms of the development agreement including proposed frontage improvements:

Item	Discussion
Term of Agreement	The applicant is anticipating a phased buildout of the project lasting a total of 6 years. The proposed 15-year term will allow additional time in case of unexpected construction delays. It is common for developments, especially phased projects, to take a longer time period for full buildout and the proposed 15-year term is consistent with other development agreements.
Project Phasing	The buildout of the project will be constructed in three consecutive distinct phases each taking approximately two years to construct. Phases 1 and 2 each contain mixed use and multifamily buildings. Phase 3 consists only of Townhouses. The first phase of the project which will commence shortly after Land Use and Phase 1 building permits are issued. Phases may be started out of order and may have delays in between phases.
<i>Proposed Project Phasing Plan</i>	



	
	New sidewalks will be installed along the eastern side of 72nd Avenue NW. The relocated portion of 268th Street NW will have full sidewalks and landscaping on both sides of the road. 268th Street NW bends towards the south end of the property and curves along an existing slope and stream as the road leaves the developed area. This section of 268th Street NW is narrow and runs roughly parallel to SR 532. The developed portion of the property essentially ends at the transition point of 268th Street NW with no additional development on the south side of this portion of 268th Street NW. WSDOT right-of-way encroaches into this portion of 268th Street NW and a slope up to SR 532's guardrail is the only structure present south of the street. Due to these factors, there is no need for pedestrians to be crossing to the south side of 268th Street NW in this section of road. A sidewalk and landscape strip are proposed on the north side only to improve pedestrian safety and reduce impacts to the on-site critical areas.

Proposed Frontage Improvements Along 268th Street NW



Critical Areas	The subject property is significantly encumbered with critical areas covering the entire eastern half of the site. Critical areas consist of wetlands, steep slopes, an unnamed stream, and Church Creek. The development includes 10.6 acres of land, or approximately 49% of the entire property, to be dedicated as a Native Growth Protection Area (NGPA) for environmental protection of the area in perpetuity. Mitigation for all permanent impacts has been provided in compliance with SMC 17.114 – 135 and either meets or exceeds the minimum requirements.
Landscaping	The development includes landscaping along street frontages, parking areas, property lines, and throughout the development as required by code. A tree buffer south of buildings A3 and A4 is also included to reduce visual impacts. Landscaping has been provided throughout the project in accordance with SMC 17.145 and either meets or exceeds the minimum requirements.
Recreation and Open Space	The subject property is 21.8 acres which requires a minimum of 1.09 acres of common open space. The proposed development includes approximately 2.85 acres of usable common open space, more than doubling the minimum requirement. Open space amenities include fire pits, play areas, a dog run, a sports court, BBQ's, and a commons building with additional recreational facilities including a fitness center. Recreational amenities and open space have been provided throughout the project in accordance with SMC 17.47 and exceeds the minimum requirements.

Landscaping, Wetland Mitigation, and Open Space Plan

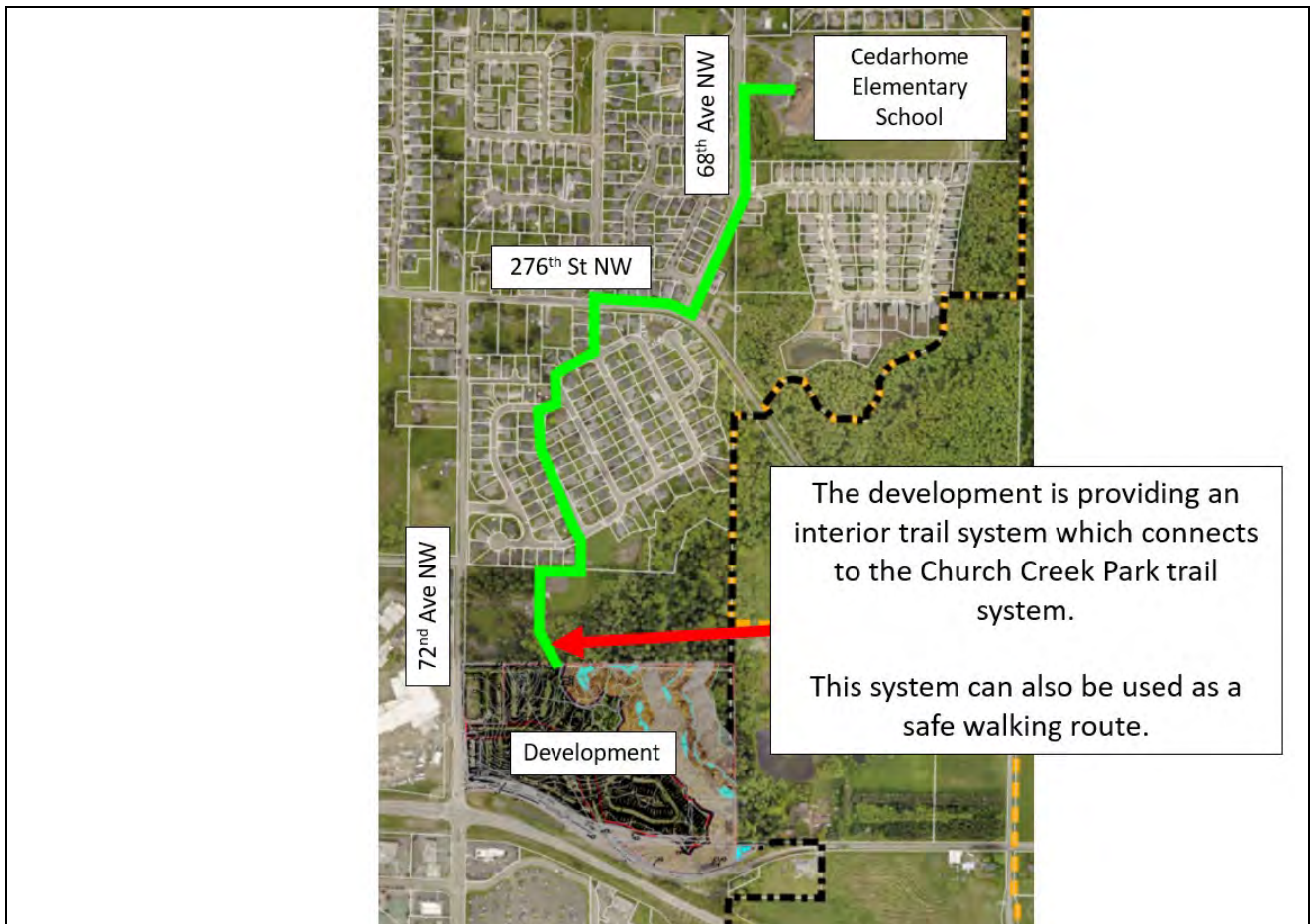


Schools

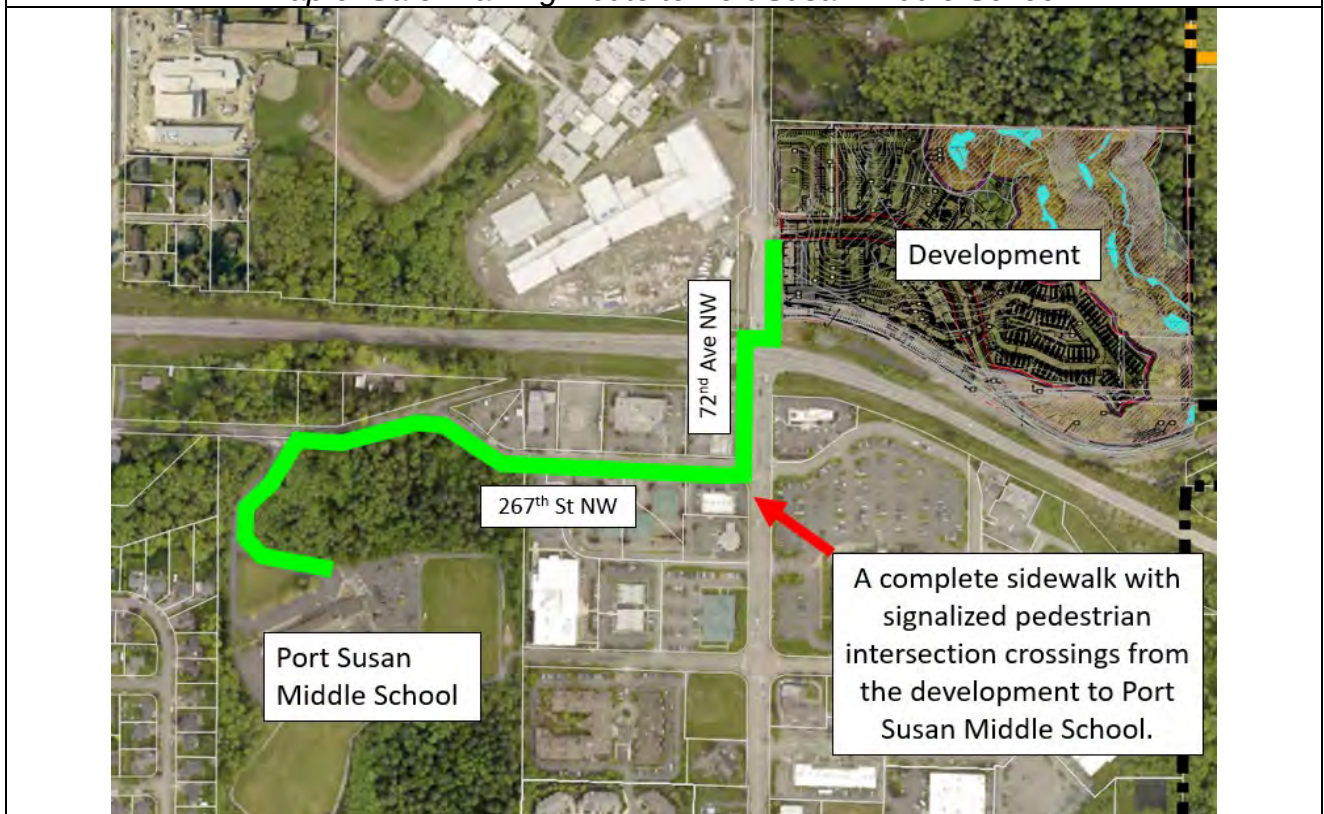
City staff worked extensively with the applicant and the school district to review the proposal. In order to require mitigation or impact fees, a capacity deficiency needs to be demonstrated in accordance with state law. At this time, the Stanwood Camano School District is not collecting impact fees.

The proposal's 516-units consists of a variety of housing sizes including 264 studio or one-bedroom apartments which are less likely to have school-aged occupants than other housing types.

The proposed development is providing safe walking paths to schools and meets all legal requirements to provide for school students. See below maps of complete walking routes to schools.



Map of Safe Walking Route to Port Susan Middle School



Map of Safe Walking Route to Stanwood High School



Street Vacation Request

The following is a summary of the requested street vacation associated with the proposed development:

Item	Discussion
Dedication and Vacation of 268th Street NW	The developer is requesting a street vacation to relocate 268th Street NW from its existing location northward. 268th Street NW is a local minor collector road traversing in an east-west direction parallel to SR 532. The western terminus of 268th Street NW intersects with 72nd Avenue NW. For the purposes of this project, the eastern terminus of 268th Street NW is considered to be the intersection with 64th Avenue NW.

Vicinity Map of Proposed Street Vacation



Because the proposal exchanges right-of-way no appraisal is

needed. SMC 14.48.060.(3)(c) does not require compensation for street vacations when the vacation is traded for property of equal or greater value. In this case, the deeded ROW amount exceeds the vacated ROW amount.

Site Plan of Proposed Vacation and Dedication of 268th Street NW



The following criteria are required to be addressed for deciding upon all street vacation petitions pursuant to SMC 14.48.100.(2):

(a) That the vacation will provide a public benefit, and/or will be for a public purpose, which public benefit may consist of economic and business support derived by the community from the petitioners;

268th Street NW is a local minor collector road currently built out with two paved vehicular travel lanes and a soft shoulder surrounded by slopes associated with the SR 532 guardrail to the south and associated with on-site streams to the north.

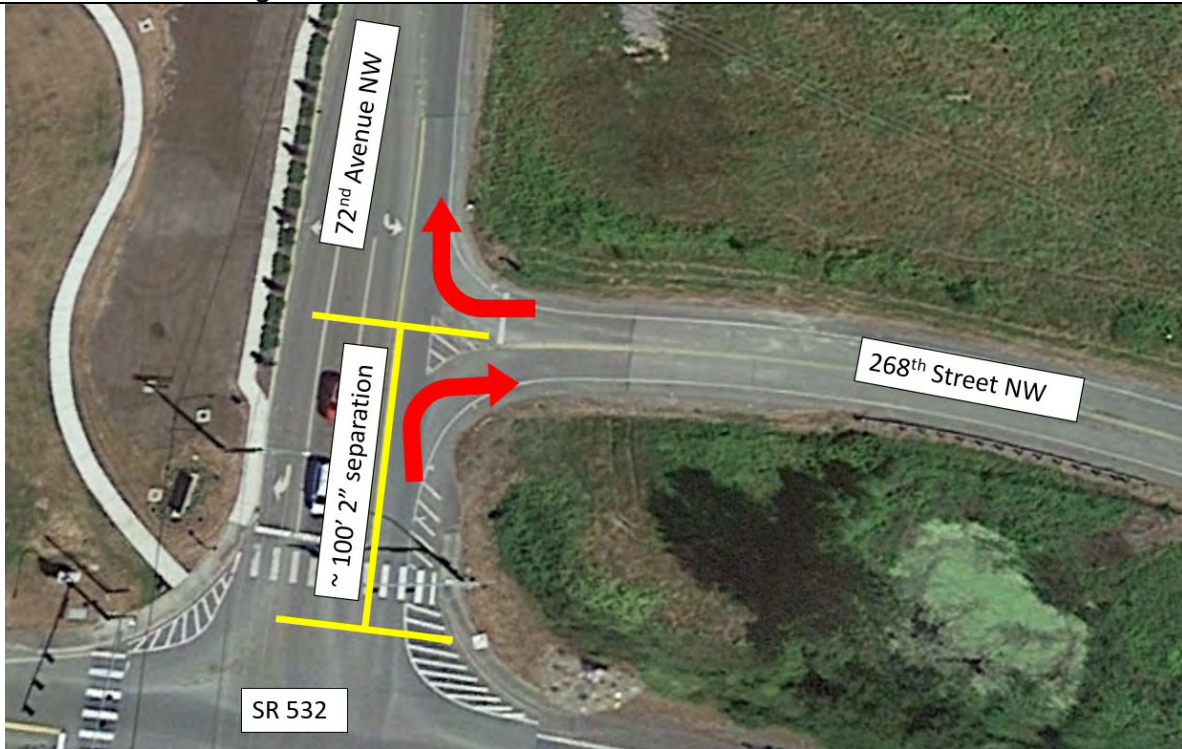
The reconstructed 268th Street NW will include new sidewalks, bike lanes, and public parking while improving the overall circulation of 268th Street NW in relation to 72nd Avenue NW and SR 532, providing a public benefit to the community.

(b) That the right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;

The proposed street vacation will not alter the eastern portion of 268th Street NW or its terminus at 64th Avenue NW.

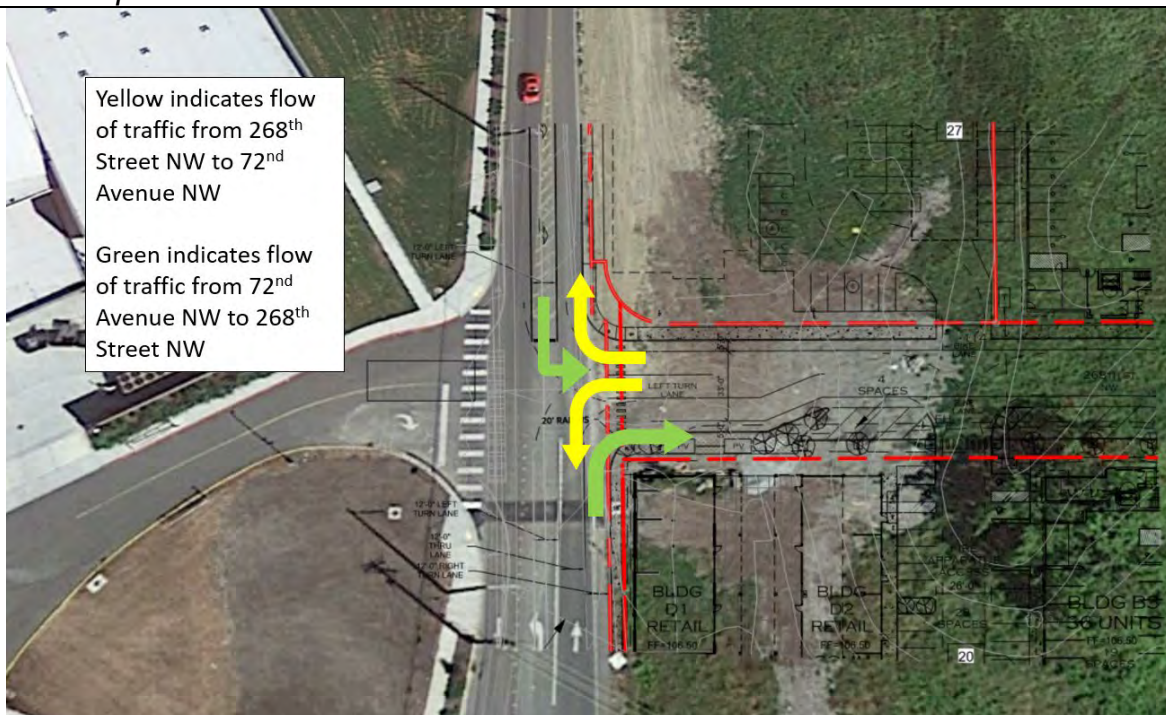
The western terminus of 268th Street NW at 72nd Avenue NW is currently a right-turn in / right-turn out only intersection located approximately 100' north of the SR 532 and 72nd Avenue intersection.

Existing Intersection of 268th Street NW and 72nd Avenue NW



The proposed street vacation will relocate the western terminus of 268th Street NW over 250' northward to line up the new intersection with the Stanwood High School driveway access. This will increase the intersection separation between SR 532 and 268th Street NW from 100' to approximately 369'. The new alignment will also allow flow of traffic in all directions from 268th Street NW.

Proposed Relocated Intersection of 268th Street NW and 72nd Avenue NW



(c) That the public

The proposed vacation and relocation will improve intersection

need shall not be adversely affected;	separation, circulation, and flow of traffic. The public need will not be adversely impacted by the proposed street relocation.
(d) That the right-of-way is not contemplated or needed for future public use;	There are no pending or future city projects slated for 268 th Street NW in the City's capital improvement project list. The street vacation will not eliminate 268 th Street NW but will instead relocate the western portion more northward. The relocated street will include sidewalks, bike lanes, and parking. The improved 268 th Street NW will be able to better serve the public needs over the future.
(e) That no abutting owner becomes landlocked or its access will not be substantially impaired; i.e., there must be an alternative motive ingress and egress, even if less convenient; and	The proposed street vacation will not eliminate any access, but will instead relocate access along the western portion of 268 th Street NW. The proposed street vacation will not result in any landlocked properties.
(f) That provision has been made for utility easements, when needed for the right to construct, repair, and maintain public utility facilities.	All utilities will be relocated and improved with the construction of the relocated 268 th Street NW.
Public Works Committee Review	The Public Works Committee reviewed the proposal on December 5, 2022. The Committee is supportive of the street vacation. They also requested that a portion of the commercial development is constructed in the first phase of the development to ensure that the developer does not walk away from the project once all of the residential units are built. The central building, C, is a mixed use building that will be included in the first phase of the development.

Mitigation

The following is a summary of the proposed and required mitigation measures associated with the development agreement:

Term	Proposed Mitigation	Discussion
Traffic Mitigation	Construction of a roundabout at the intersection of SR 532 and 64 th Avenue NW	City staff worked extensively with the applicant, the city's transportation consultants, Snohomish County, and WSDOT to review traffic impacts and come up with a traffic mitigation plan agreeable to all parties. The City has adopted acceptable levels of service standards for intersections which determines whether or not traffic mitigation can

		legally be required. If a project does not degrade an intersection below Stanwood's adopted standards, then the developer is not required to provide additional mitigation. The only intersection which will be degraded below adopted standards from the development is the intersection of SR 532 and 64th Avenue NW. This intersection is located along a state highway, and as such, is required to go through an Intersection Control Evaluation (ICE) process with WSDOT and future right-of-way permitting. WSDOT permit processes can be lengthy with uncertain time frames. To provide certainty of the traffic mitigation in advance of WSDOT permits being obtained, a number of sequential mitigation measures have been conditioned as a requirement for the project and are listed below. 1. A roundabout shall be installed as a traffic-management measure at the intersection of 64th Avenue NW and SR 532 to meet the level of service standards at the intersection from the approximately 516 new residential units that will utilize this intersection. 2. The applicant will provide a performance bond in the amount of 150% the cost of the roundabout within 60 days after completion of the Intersection Control Evaluation (ICE) with WSDOT. 3. The City will prepare and submit the WSDOT permit for construction of the roundabout. 4. The applicant will begin construction of the roundabout within thirty days after the issuance of the right-of-way permit from WSDOT. 5. If another development unrelated to this project impacts the design of the roundabout prior to construction of the roundabout beginning, then the applicant shall enter into an agreement with the City and the other development proponent to facilitate final
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		design and construction of the roundabout. Based on the project background and needs identified through the Intersection Control Evaluation, the analysis supports the installation of a single lane roundabout with a potential future eastbound right turn lane needed in 2047. Without improvement, the SR 532/64th Avenue NW intersection will continue to operate at LOS F with significant vehicular delay for vehicles traveling from 64th Avenue NW. The proposed roundabout would improve the SR 532/64th Ave NW intersection's level of service significantly meeting the requirements for traffic concurrency.
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SR 532 / 64th Avenue NW Single-Lane Roundabout



Traffic Impact Fees	The proposed development is responsible for \$1,899,524 in traffic impact fees. The cost of the traffic mitigation described above may be credited towards the traffic impact fees.	Based on the 2024 Fee Schedule adopted by Council on December 14, 2023, the following traffic impact fees are applicable to the project: <table><tr><th>Unit Type</th><th>Fee</th><th>Units</th><th>Total</th></tr><tr><td>Attached SFR (Townhomes)</td><td>\$2,809</td><td>72</td><td>\$202,248</td></tr><tr><td>Multi-Family</td><td>\$2,513</td><td>444</td><td>\$1,115,772</td></tr><tr><td>Commercial</td><td>\$4,928</td><td>118 PM peak hour trips</td><td>\$581,504</td></tr><tr><td colspan="3">Total Traffic Impact Fees</td><td>\$1,899,524</td></tr></table> The developer may be granted credits towards the total traffic impact fees for the cost of the SR	Unit Type	Fee	Units	Total	Attached SFR (Townhomes)	\$2,809	72	\$202,248	Multi-Family	\$2,513	444	\$1,115,772	Commercial	\$4,928	118 PM peak hour trips	\$581,504	Total Traffic Impact Fees			\$1,899,524
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Total Traffic Impact Fees			\$1,899,524																			

		532 / 64 th Avenue NW Roundabout. Credit will not be granted in excess of the total sum for traffic impact fees. The above fees are based on the current adopted fee schedule in place. Actual fees collected will be those in affect at the time of building permit.																				
Park Impact Fees	The proposed development is responsible for \$771,972 in park impact fees. These fees will be collected at the time of building permit issuance.	Based on the 2024 Fee Schedule adopted by Council on December 14, 2023, the following park impact fees are applicable to the project: <table><tr><th>Unit Type</th><th>Fee</th><th>Units</th><th>Total</th></tr><tr><td>3 to 4 Unit Townhomes</td><td>\$1,805</td><td>24</td><td>\$43,320</td></tr><tr><td>5+ Unit Multi-Family</td><td>\$1,481</td><td>492</td><td>\$728,652</td></tr><tr><td>Commercial</td><td>n/a</td><td>n/a</td><td>n/a</td></tr><tr><td colspan="3">Total Park Impact Fees</td><td>\$771,972</td></tr></table> The above fees are based on the current adopted fee schedule in place. Actual fees collected will be those in affect at the time of building permit.	Unit Type	Fee	Units	Total	3 to 4 Unit Townhomes	\$1,805	24	\$43,320	5+ Unit Multi-Family	\$1,481	492	\$728,652	Commercial	n/a	n/a	n/a	Total Park Impact Fees			\$771,972
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Commercial	n/a	n/a	n/a																			
Total Park Impact Fees			\$771,972																			

Deviation Requests

The following is a summary of the specific deviations from the municipal code requested in the development agreement:

Term	Request	Discussion
Density	23.77 dwelling units per acre	The TN zone has a maximum allowed residential density of 20 dwelling units per acre. SMC 17.10.020.(6) states that the TN zone district includes areas with large parcels of a minimum of 10 acres that can be developed at medium to high residential densities and encourages mixed-use developments. Other mixed use zoning districts in the City, such as the Main Street Business II zone, allow densities ranging from 10 to 30 dwelling units per acre with additional allowances to increase to 60 dwelling units per acre. This project is also located across SR 532 from the Haggens development complex which allows mixed use developments with no maximum density. The proposed density of 23.77 dwelling units per acre is consistent with patterns of development throughout the area and would be allowed under similar zoning districts.
Mix of Uses	Two types of residential	The TN zone requires a mix of three

units (apartments and townhomes) and 3% commercial acreage

residential unit types. When a project provides greater than 10% commercial acreage, then it shall be allowed to provide two residential unit types.

The subject property is significantly encumbered with critical areas covering the entire eastern half of the site. The applicant is proposing 10.6 acres of land to be dedicated as a Native Growth Protection Area (NGPA) for environmental protection of the area in perpetuity. Approximately 26,000 square feet, or 5% of the developable area outside of the NGPA, is dedicated to commercial uses. When the Planning Commission reviewed the proposal, they were supportive of this request due to the high commercial storefront vacancies that Stanwood is currently experiencing.

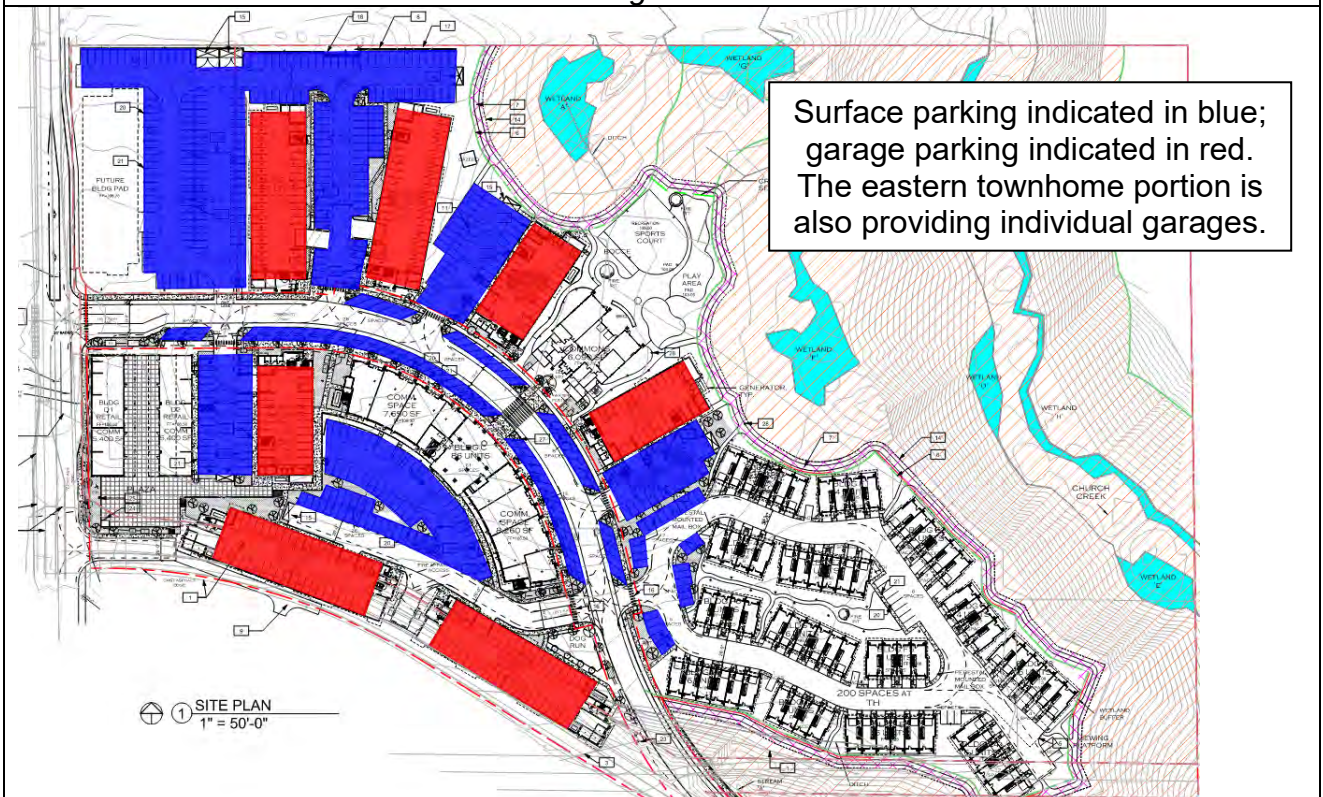
Proposed Mix of Uses Layout



Parking	1,039 parking stalls proposed	Pursuant to SMC 17.105.140, a total of 1,137 parking stalls are required to serve the proposed mixed-use development. However, the municipal code also has provisions allowing for an administrative variance reduction in parking. There are conflicting code provisions regarding how much of a reduction may be allowed administratively. SMC 17.35 allows for a 20% reduction in parking and SMC 17.105 allows for a reduction in parking to Institute of Transportation Engineers (ITE) standards. Below is a comparison of the different code standards and resulting parking totals.	
Comparison of Parking Requirements			
Development Standard		Total Required Parking Stalls	Percent Reduction from Base Standard
Stanwood Municipal Code - Base Standard		1,137	N/A
Stanwood Municipal Code - Administrative Variance		910	20%
Stanwood Municipal Code - ITE Manual		842	29%
Total Number of Proposed Parking Stalls		1,039	9%
		The proposed 1,039 parking stalls exceeds both minimum parking standards which would be allowed through an administrative variance. The requested reduction consists of 98 parking stalls or a 9% reduction. The applicant also prepared a parking management plan. The parking management plan was drafted to address the following; management of commercial versus residential parking stalls, management of 115 tandem parking stalls, management of parking enforcement, analysis of shared parking demands, and inclusion of parking stalls proposed on the 1.25-acre lot previously owned by the City and purchased by the applicant. Below is a summary of the parking management plan: • The tandem parking stalls will be exclusively rented to the 2-bedroom and 3-bedroom units. • There are 70 street parking stalls along the relocated 268th Street NW	

		which will be signed and regulated as 2-hour parking from 8 AM to 6 PM. • Residential uses and commercial uses have peak parking demands at different times of the day • Peak commercial parking demand is during the day, peak residential parking demand is at night • The overall peak parking demand for the development is 858 parking stalls from Midnight to 4 AM. • The peak demand for the whole development during the day is 549 to 634 parking stalls from 7:00AM to 7:00PM. • The 1,039 parking stalls proposed are sufficient to accommodate peak parking demand for the development
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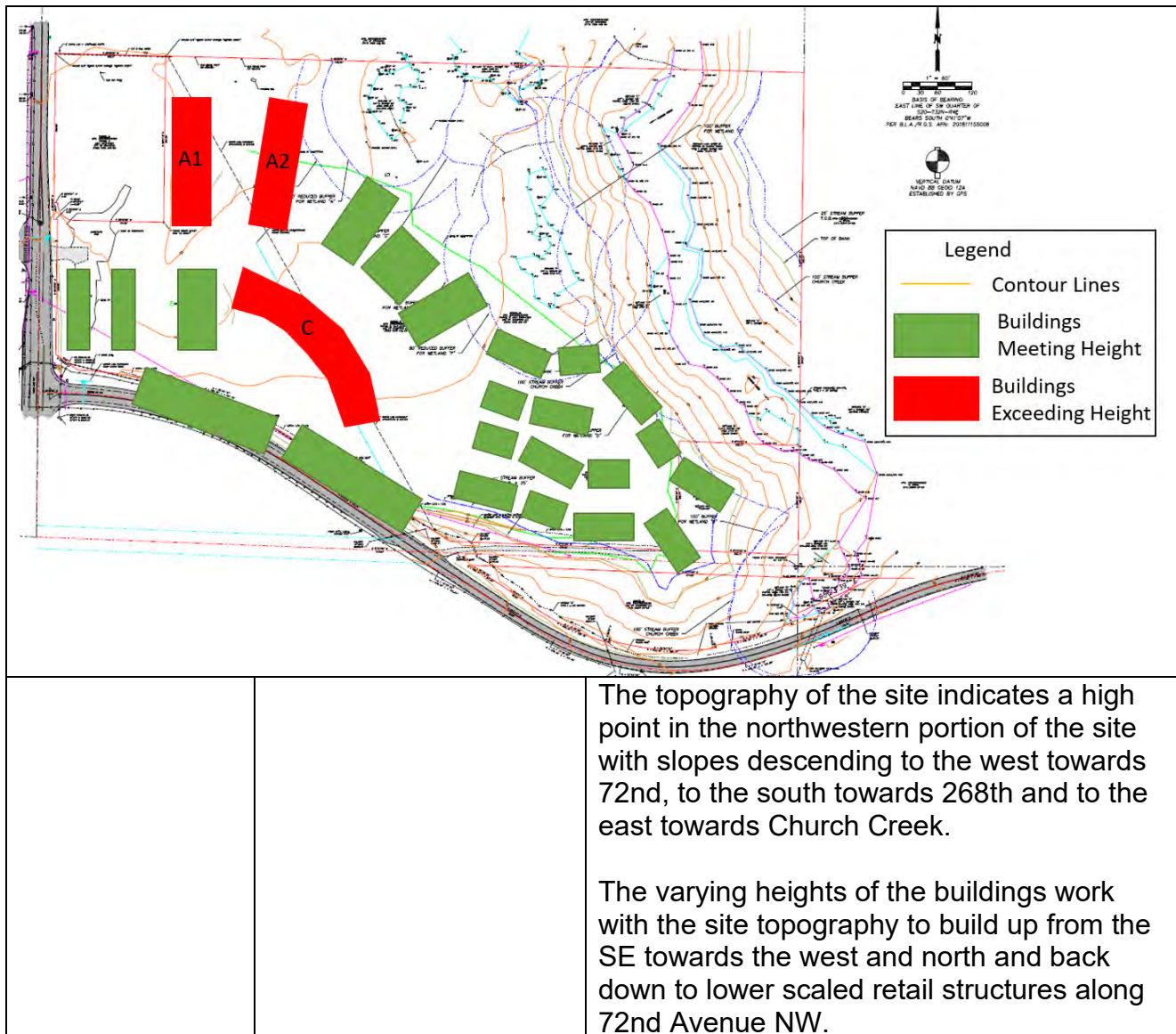
Parking Site Plan



Building Heights	Deviations from maximum height standards for three of the proposed buildings	The TN zone has a variety of allowed maximum heights based on the location and uses proposed. For properties located within 200 feet from SR 532, heights of 55' are allowed for flat-roofed multifamily, townhouse, hotel/motels, and mixed-use structures. Those same structures may be increased to 65' in height when designed
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		with a pitched roof and no additional floors added. Building height is defined as the vertical distance from the average finished grade elevation to the highest point of the roof surface of a flat roof or to the mean height level between the eaves and ridge for a sloped roof. The applicant is proposing sloped roofs on the townhome units, the retail buildings, and the commons building. The mixed-use buildings and apartment buildings are proposed with both a flat roof and sloped roof bump-outs. The applicant is requesting, as part of the development agreement, to exceed the maximum allowed height on three buildings due to the underlying topography. See below a breakdown of the requested building height deviations and a map of the proposed buildings in relation to the site topography.
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<i>Proposed Building Height Breakdown</i>			
Building	Deviation Requested?	Deviation Amount	Reason for Request
A1	Yes	3'-9" to 10'-2"	Buildings are located on a high point, or noll, in the northwestern corner of the property. Buildings are proposed partly below grade to minimize impacts. The proposed buildings are the same scale and height as the other buildings meeting the height requirements. Due to the definition of how building height is calculated, a deviation from height is needed due to the slopes.
A2	Yes	3'-9" to 10'-2"	
C	Yes	0'-6"	Building is located in the center of the property as the slopes descend from the noll towards Church Creek. A small height deviation is requested to due to the changing topography.



Upon approval by the City Council, the Mayor will sign the development agreement which shall be recorded along with the final binding site plan.

CONCLUSION

The Cedarside Commons Mixed Use development has been reviewed extensively by staff and city consultants. The proposed development will contribute to the City's 2044 growth targets by providing new residential units and new employment opportunities. The new public trail system associated with the development will also contribute towards the City's level of service standards for parks and trails.

The subject property has seen multiple different types of development proposals over the years. In 2005, the City received an application to rezone the site for a new Wal-Mart or other large retailer. In 2017, a mixed-use development was discussed with staff that included significantly more commercial square footage than the current proposal. Both previous proposals raised significant concerns over environmental protection of Church Creek and traffic impacts. The current proposal reduces the amount of commercial square

footage from both previous proposals. Commercial uses generate more traffic, impacts to intersections, and parking needs than residential uses. With residential uses vehicles are typically making two trips a day, one in the morning and one in the evening. With commercial uses, vehicles are making repeated trips in and out of the business during daytime hours.

Below is a table comparison of the mix of uses included in each proposal.

	<i>2005 Proposal</i>	<i>2017 Proposal</i>	<i>Current Proposal</i>
Residential Units	0 units	148 units	516 units
Commercial SF	187,000 SF*	65,000 SF	26,000 SF
*Commercial SF estimated based on average size of Wal-Marts			

In addition to the current proposal reducing the commercial square footage, the amount of critical area protection and mitigation has been increased. The current proposal provides an additional acre of Native Growth Protection Area than the 2017 proposal and is providing double the amount of wetland mitigation required by code.

In conclusion, the proposed Cedarside Commons Mixed Use Development demonstrates consistency with the Stanwood Comprehensive Plan, despite the requested deviations from the Stanwood Municipal Code. The requested density is consistent with other mixed use zones throughout the City and the Comprehensive Plan. The project has been revised to address concerns that have been raised throughout the process including providing additional landscaping and parking.

FINANCIAL IMPACT

No immediate financial impact. When the property is developed, the new residences will contribute property taxes and the new commercial units will contribute sales tax to the city.

COMMITTEE RECOMMENDATIONS

Discussed at the April 10, 2023 Planning Commission Meeting. The Commissioners support the majority of deviations being requested by the developer including a reduction in commercial density since Stanwood currently has many vacant businesses. However, they had significant concerns about the requested parking deviation. To address concerns from the Planning Commission regarding the proposed parking reduction, the permittee prepared a parking management plan. The parking management plan was drafted to address the following; management of commercial versus residential parking stalls, management of tandem parking stalls, management of parking enforcement, analysis of shared parking demands, and analysis of an additional 137 parking stalls.

CITY COUNCIL OPTIONS

1. Approve Resolution 2024-03 Cedarside Commons Development Agreement and Resolution 2024-04 Street Vacation as presented.
2. Send back to the applicant and staff to address specific Council issues or concerns prior to reconsidering the development agreement.
3. Deny Resolution 2024-03 Cedarside Commons Development Agreement and Resolution 2024-04 Street Vacation.

PROPOSED MOTION #1

I MOVE TO APPROVE RESOLUTION 2024-03 FOR THE CEDAR SIDE COMMONS DEVELOPMENT AGREEMENT AND TO AUTHORIZE THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT IN ACCORDANCE WITH SMC 17.60.060, DEVELOPMENT AGREEMENTS.

OR

I MOVE TO REQUEST THAT STAFF ADDRESS SPECIFIC CHANGES TO RESOLUTION 2024-03 FOR THE CEDAR SIDE COMMONS DEVELOPMENT AGREEMENT AND CONTINUE THE DISCUSSION.

OR

I MOVE TO DENY RESOLUTION 2024-03 FOR THE CEDAR SIDE COMMONS DEVELOPMENT AGREEMENT.

PROPOSED MOTION #2

I MOVE TO ADOPT RESOLUTION 2024-04 SETTING A PUBLIC HEARING DATE OF MARCH 28, 2024 TO CONSIDER VACATION OF RIGHT-OF-WAY ON A PORTION OF 268TH STREET NW BETWEEN 72ND AVENUE NW AND 68TH AVENUE NW.

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON APPROVING THE CEDARSIDE COMMONS DEVELOPMENT AGREEMENT BETWEEN WEST EDGE DEVELOPMENT – THREE, LLC AND THE CITY OF STANWOOD.

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170 (1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170 (1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170 (3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170 (1)); and

WHEREAS, the location of the subject properties depicted in the development agreement between West Edge Development – Three, LLC and the City of Stanwood is at the northeast corner of SR 532 and 72nd Avenue NW with the address 26903 72nd Avenue NW; and

WHEREAS, WED 3 has submitted to the City an application to develop the subject property under a Binding Site Plan, which application is for the development of a 516-unit multi-family/townhouse project, together with associated commercial development; and

WHEREAS, the development agreement shall be vested to the following studies related to the Cedarside Commons Development and are listed in Exhibit D of the agreement and include: Traffic Impact Analysis, Critical Areas Study, Stormwater Drainage Report, SEPA Checklist and MDNS; and

WHEREAS, the development agreement is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan; and

WHEREAS, the City issued a Notice of Application on November 29, 2022 and was circulated for public comments; and

WHEREAS, the City issued a Notice of Public Meeting on March 28, 2023 and was circulated for public comments; and

WHEREAS, the Stanwood Planning Commission held a public meeting and reviewed the proposed development agreement on April 10, 2023; and

WHEREAS, the City issued a Notice of SEPA Mitigated Determination of Non-Significance on August 1, 2023 and was circulated for public comments; and

WHEREAS, the City issued a Notice of Public Hearing before the Hearing Examiner on October 10, 2023 and was circulated for public comments; and

WHEREAS, the Hearing Examiner held a Public Hearing on October 20, 2023 and made a revised recommendation to the City Council to approve the development agreement on December 15, 2023 after reconsideration; and

WHEREAS, the City issued a Notice of Public Hearing before the City Council on February 6, 2024 and was circulated for public comments; and

WHEREAS, the City Council held a Public Hearing on February 22, 2024 at the regular scheduled council meeting; and

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

Section 1: Adoption of Cedarside Commons Development Agreement. The City of Stanwood adopts the Cedarside Commons Development Agreement between West Edge Development – Three, LLC and the City of Stanwood, as attached as Attachment “A” and incorporated herein by reference.

Section 2: Recording of the Development Agreement. The development agreement shall be recorded within 30 days of approval by the City Council.

Section 3: Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Resolution are authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener’s clerical errors, references, resolution numbers, section/subsection numbers and any references thereto.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2024.

CITY OF STANWOOD

By _____
Sid Roberts, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
Lisa Sokolik, City Clerk

By _____
Nikki Thompson, City Attorney

CITY OF STANWOOD

Stanwood, Washington

RESOLUTION NO. 2024-03

EXHIBIT 'A'

Development Agreement:

[Handwritten signature]

1	EXISTING POWER LINE
2	EXISTING GAS LINE
3	EXISTING STORM LINE
4	EXISTING UNDERGROUND TELEPHONE LINE
5	STORM VAULT #4. SEE CIVIL AND STRUCT PLANS FOR MORE INFO
6	WETLAND BUFFER. REFER TO WETLAND REPORT FOR MORE INFO
7	PROPOSED PEDESTRIAN TRAIL
8	CAST IN PLACE RETAINING WALL. SEE CIVIL AND STRUCT PLANS FOR MORE INFO
9	PROPOSED WSDOT ACCESS DRIVE
10	STORM VAULT #1. SEE CIVIL AND STRUCT PLANS FOR MORE INFO
11	STORM VAULT #2. SEE CIVIL AND STRUCT PLANS FOR MORE INFO
12	STORM VAULT #3. SEE CIVIL AND STRUCT PLANS FOR MORE INFO
13	NOT USED
14	SPLIT RAIL FENCING 15' FROM WETLAND BUFFER. TYPE SEE CRITICAL AREAS STUDY FOR MORE INFO AND ESCAPE PLANS FOR PROPOSED DETAIL.
15	PROPOSED TRASH ENCLOSURE LOCATION. SEE DTL 9 & 10 ON A107 FOR MORE INFO
16	4' WIDE PEDESTRIAN CROSSWALK. SEE DTL 6 ON A107 FOR MORE INFO
17	6' HIGH CHAINLINK FENCE ALONG PROPERTY LINE/RETAINING WALL. SEE DTL 3 ON A107 FOR MORE INFO
18	WHEELSTOPS ALONG RETAINING WALL. SEE DTL 8 ON A107 FOR MORE INFO
19	STORM VAULT #5. SEE CIVIL AND STRUCT PLANS FOR MORE INFO
20	FUTURE DUAL EV CHARGER. SEE ELECTRICAL PLANS FOR MORE INFO
21	DUAL EV CHARGER. SEE ELECTRICAL PLANS FOR MORE INFO
22	LOCATION OF POST INDICATOR VALVE (PIV)
23	LOCATION OF FIRE DEPT CONNECTION (FDC)
24	DRY STANDPIPE FOR PLAZA COVERAGE
25	FDC FOR CONNECTION TO DRY SP.
26	UPSTATION / ELECTRICAL STRUCTURE TO BE SUBMITTED SEPARATELY. SEE ENLARGED SITE PLAN IN CIVIL DRAWINGS FOR MORE INFO.
27	SITE LIGHTING POLE AND BASE, TYP. SEE DETAILS 4 & 5 ON SHEET A107. SEE ELECTRICAL PLANS FOR MORE INFO
28	BOLLARD PATH LIGHTING. TYP. SEE ELECTRICAL PLANS FOR MORE INFO

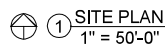
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CLIENT:
West Edge Development



CDA + Pircher Architects
23114 100th Ave NW
Edmonds, WA 98020
(206) 366-9668

A101



SITE LEGEND	
	FIRE HYDRANT
	EV CHARGER
	FDC
	PIV
	ELECTRICAL JUNCTION BOX
	ELECTRICAL PULL VAULT
	ELECTRICAL TRANSFORMER
	NGPA LIMITS, PER GAS REPORT
	15' WIDE TRAIL ZONE

PARKING ANALYSIS	
STANDARD	627
ADA	41
COMPACT	256
COMPACT TANDEM	10
TANDEM	105
TOTAL	1,039

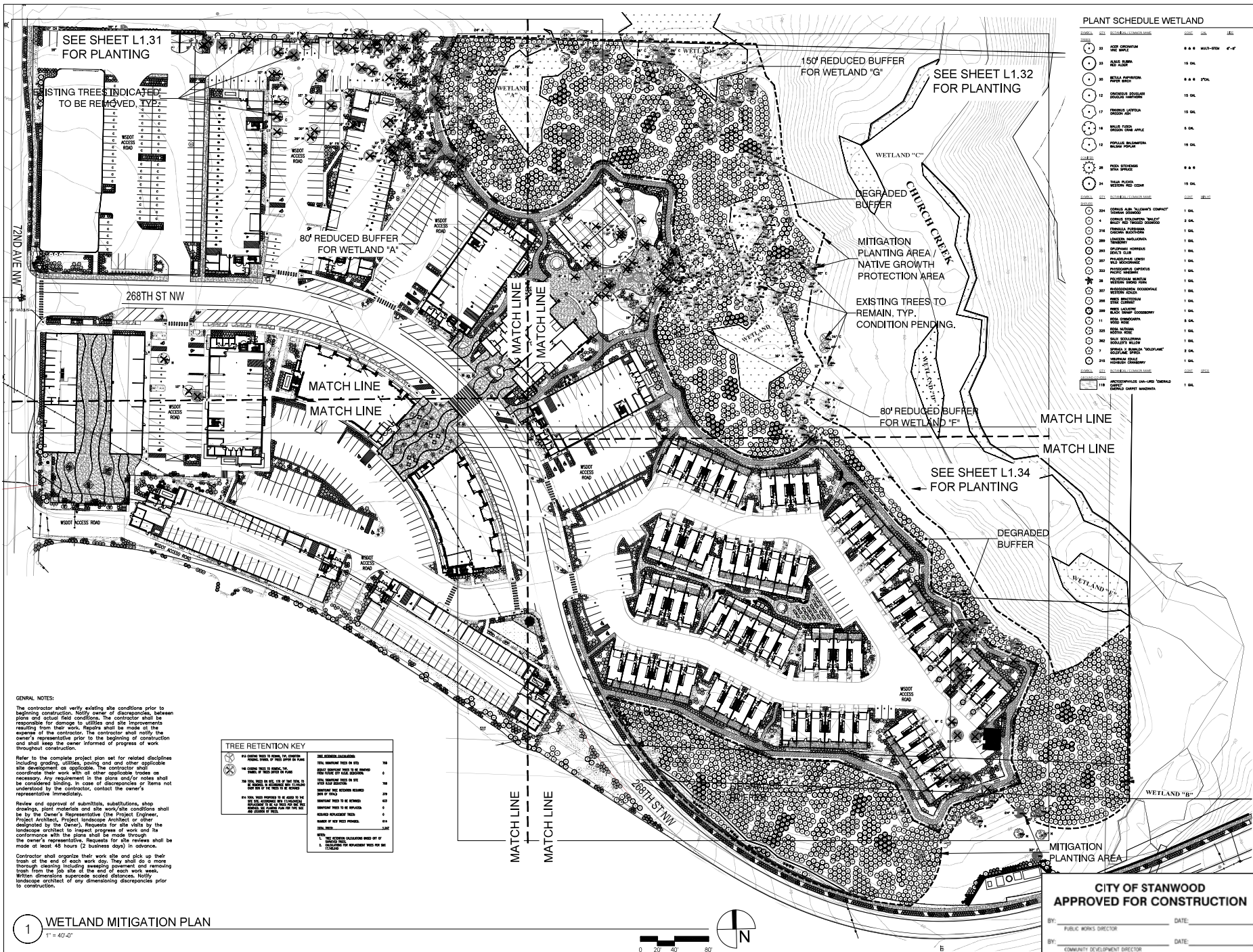
CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY _____ DATE _____
PUBLIC WORKS DIRECTOR

BY _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

10.25



THOMAS RENGSTORFF AND ASSOCIATES

LANDSCAPE ARCHITECTS
1000 10TH AVE NW
SUITE 100
SEASIDE, CA 94062
PHONE: (415) 435-1111 FAX: (415) 435-1112

CITY OF STANWOOD

APPROVED FOR CONSTRUCTION

DATE: 10/1/17

BY: PUBLIC WORKS DIRECTOR

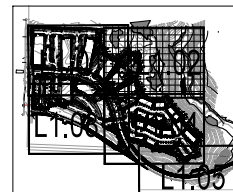
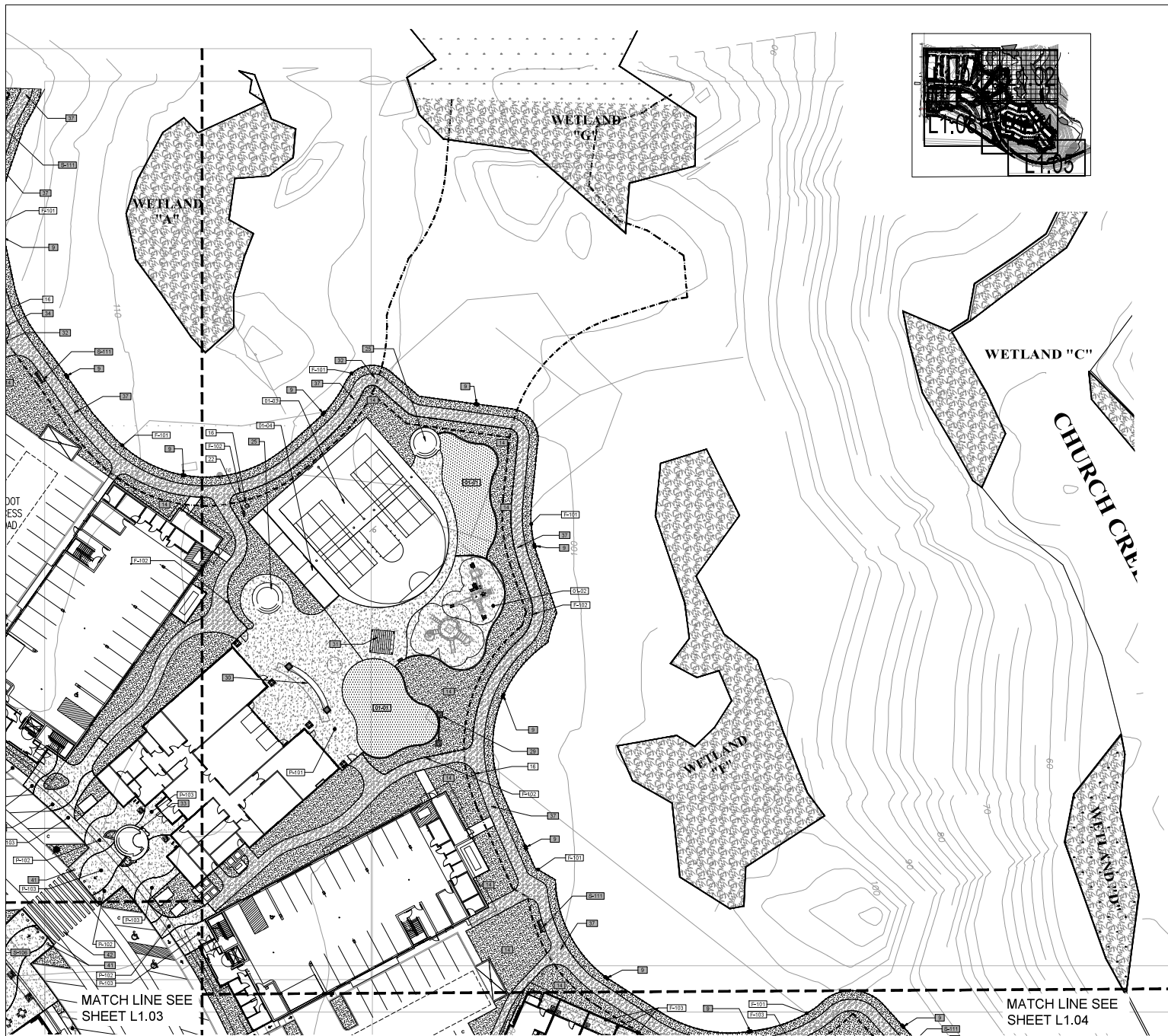
DATE: 10/1/17

BY: COMMUNITY DEVELOPMENT DIRECTOR

DATE: 10/1/17

PERMIT NO.

10.26



CALLOUT SCHEDULE

SYMBOL	DESCRIPTION
[S-101]	SIGNAGE - WETLAND / RESTORATION AREA
[R-101]	RESTORATION PLANTING AREA
[D-101]	DOG WASTE STATION BY DOG ON IT PARKS - SINGLE PULL - SURFACE MOUNT - COLOR: BLACK - WASTE RECEPTACLE: ROUND
[D-201]	DELUXE DOG WATERING STATION - BY DOG ON IT PARKS - COLOR: TBD - BACKFLOW PREVENTER REQUIRED - DRAIN LINE TO SEWER
[M-101]	SUNKEN FIREPIT
[O-101]	MOVIE SCREEN-TBD BY OWNER
[O-201]	OUTDOOR KITCHEN-TBD
[S-102]	SHELTER
[S-103]	HEXAGON SHELTER
[W-101]	WATER FEATURE - NATURAL ELEMENTS
[W-102]	WETLAND OVERLOOK
[T-101]	TRAIL- CRUSHED ROCK
[T-102]	TREE GRATES- IRONSMITH OR EQUAL SIZE: 48"x72"
[B-101]	BOLLARDS
[T-103]	TRAFFIC CALMING SURFACE

SYMBOL	DESCRIPTION
[G-101]	FOREVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS
[G-102]	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA - ENGINEERED WOOD FIBER
[G-103]	SPORTS COURT MULTI USE-6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN
[G-104]	BOCCY COURT- CRUSHED OYSTER SHELL SURFACE

SYMBOL	DESCRIPTION
[F-101]	FENCE - 2 RAIL NATURAL SPLIT CEDAR FENCE - WITH COUNTY APPROVED WETLAND SIGNAGE AT 80'-FEET ON-CENTER
[F-102]	FENCE- BLACK CHAINLINK FENCE- SECURITY GATE HT: 5 FT
[F-103]	FENCE- PATIO BARRIER-METAL FRAME HORIZONTAL WOOD HT: 3 FT
[F-104]	FENCE-BLACK VINYL CHAINLINK FENCE HT: 4 FT

SYMBOL	DESCRIPTION
[P-101]	CONCRETE PAVING-MEDIUM BROOM FINISH, 20'-FOOT EXPANSION JOINT SPACING, 5'-FOOT CONTROL JOINT SPACING COLOR:NATURAL
[P-102]	CONCRETE PAVING-WAVE PATTERN AS SHOWN IN PLAN BROOM FINISH -COLOR:NATURAL
[P-103]	CONCRETE PAVING-WAVE PATTERN AS SHOWN IN PLAN SANDBLAST-COLOR:SAND
[P-104]	ACCENT CONCRETE PAVING-STAMPED FLAGSTON COLOR: SAND

SYMBOL	DESCRIPTION
[S-101]	PLANTERS - GALVANIZED OVAL STOCK TANK AVAILABLE THROUGH TRACTOR SUPPLY COMPANY
[S-102]	SQUARE PLANTER- REINFORCED FIBER GLASS SIZE: 36"x36"x31"HT
[S-103]	SQUARE PLANTER- REINFORCED FIBER GLASS SIZE: 60"x60"x31"HT
[S-104]	RECTANGLE PLANTER- REINFORCED FIBER GLASS SIZE: 96"x30"x31"HT
[S-105]	RECTANGLE PLANTER- REINFORCED FIBER GLASS SIZE: 120"x30"x31"HT
[S-106]	CUSTOM METAL PLANTER WITH WALL HANG BENCH-TOURNESOL-KITSAP MODULAR PLANTER WALL- WALLY BENCH
[S-107]	DUMOR 500 STEEL BENCH WOOD SEAT- OR EQUAL, MOUNT: SURFACE - COLOR: TBD
[S-108]	TOURNESOL SITWORKS PZ 0100-72 PLAZA STEEL BENCH W/ BACK AND ARMS - 72" LENGTH EMBEDMENT MOUNT COLOR:TBD

**CITY OF STANWOOD
APPROVED FOR CONSTRUCTION**

BY: PUBLIC WORKS DIRECTOR DATE: _____
BY: COMMUNITY DEVELOPMENT DIRECTOR DATE: _____
PERMIT NO. _____



LANDSCAPE ARCHITECTS
SINCE 1980
LEED CERTIFIED

SUITE 101, 811 WESTERN AVENUE, SUITE 101, STANWOOD, WA 98281
PHONE: (360) 734-1111 FAX: (360) 734-1111



CEDARSIDE
CITY OF STANWOOD

PROJECT TITLE

SHEET TITLE

CALLOUT PLAN
SHEET L1.02

NO. DATE REVISION BY

1	10/28/2010	10/28/2010	10/28/2010
2	10/28/2010	10/28/2010	10/28/2010
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10	10/28/2010	10/28/2010	10/28/2010

DATE: 10/28/2010

CHECKED BY: [Signature]

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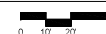
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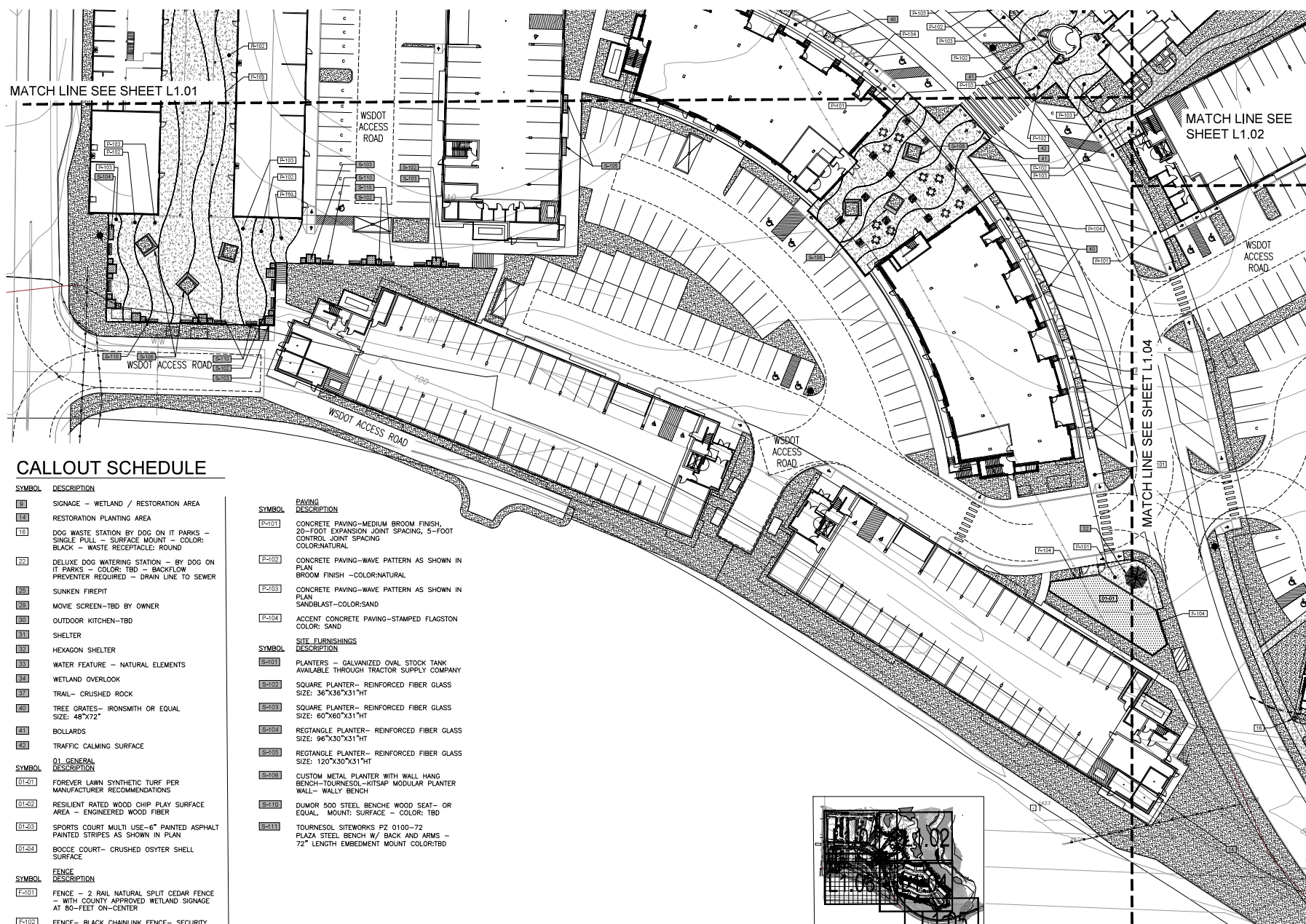
1 CALLOUT PLAN

1" = 20'-0"



10.28

L1.02



CALLOUT SCHEDULE

SYMBOL	DESCRIPTION
E-1	SIGNAGE - WETLAND / RESTORATION AREA
E-2	RESTORATION PLANTING AREA
E-3	DOG WASTE STATION BY DOG ON IT PARKS - SINGLE PULL - SURFACE MOUNT - COLOR: BLACK - WASTE RECEPTACLE: ROUND
E-4	DELUXE DOG WATERING STATION - BY DOG ON IT PARKS - COLOR: TBD - BACKFLOW PREVENTER REQUIRED - DRAIN LINE TO SEWER
E-5	SUNKEN FIREPIT
E-6	MOVE SCREEN-TBD BY OWNER
E-7	OUTDOOR KITCHEN-TBD
E-8	SHELTER
E-9	HEXAGON SHELTER
E-10	WATER FEATURE - NATURAL ELEMENTS
E-11	WETLAND OVERLOOK
E-12	TRAIL- CRUSHED ROCK
E-13	TREE GRATES- IRONSMITH OR EQUAL SIZE: 48"x72"
E-14	BOLLARDS
E-15	TRAFFIC CALMING SURFACE
SYMBOL	O1 GENERAL DESCRIPTION
O1-01	FOREVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS
O1-02	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA - ENGINEERED WOOD FIBER
O1-03	SPORTS COURT MULTI USE-6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN
O1-04	BOUCE COURT- CRUSHED DYSITER SHELL SURFACE
SYMBOL	FENCE DESCRIPTION
F-01	FENCE - 2 RAIL NATURAL SPLIT CEDAR FENCE - WITH COUNTY APPROVED WETLAND SIGNAGE AT 80- FEET ON-CENTER
F-102	FENCE- BLACK CHAINLINK FENCE- SECURITY GATE HT: 5 FT
F-103	FENCE- PATIO BARRIER-METAL FRAME HORIZONTAL WOOD HT: 3 FT
F-104	FENCE-BLACK VINYL CHAINLINK FENCE

S	PAVING DESCRIPTION
P-01	CONCRETE PAVING-MEDIUM BROOM FINISH, 20-FOOT EXPANSION JOINT SPACING, 5-FOOT CONTROL JOINT SPACING COLOR:NATURAL
P-02	CONCRETE PAVING-WAVE PATTERN AS SHOWN IN PLAN BROOM FINISH - COLOR:NATURAL
P-03	CONCRETE PAVING-WAVE PATTERN AS SHOWN IN PLAN SANDBLAST-COLOR:SAND
P-04	ACCENT CONCRETE PAVING-STAMPED FLAGSTON COLOR: SAND
S	SITE FURNISHINGS DESCRIPTION
S-01	PLANTERS = GALVANIZED OVAL STOCK TANK ALUMINUM THROUGH TRACTOR SUPPLY COMPANY
S-02	SQUARE PLANTER- REINFORCED FIBER GLASS SIZE: 36"x36"x31"HT
S-03	SQUARE PLANTER- REINFORCED FIBER GLASS SIZE: 60"x60"x31"HT
S-04	RECTANGLE PLANTER- REINFORCED FIBER GLASS SIZE: 96"x30"x31"HT
S-05	RECTANGLE PLANTER- REINFORCED FIBER GLASS SIZE: 120"x30"x31"HT
S-06	CUSTOM METAL PLANTER WITH WALL HANG BENCH-TUORNESI-KITSAP MODULAR PLANTER WALL BENCH
S-07	DUMOR 50# STEEL BENCH DUAL SEAT- OR EQUINE MOUNT; SURFACE = COLOR: TBD
S-08	TUORNESI SITEWORKS TP 0100-Z

<u>SYMBOL</u>	<u>FENCE DESCRIPTION</u>
F-101	FENCE - 2 RAIL NATURAL SPLIT CEDAR FENCE - WITH COUNTY APPROVED WETLAND SIGNAGE AT 80- FEET ON-CENTER
F-102	FENCE- BLACK CHAINLINK FENCE- SECURITY GATE HT: 5 FT
F-103	FENCE- PATIO BARRIER-METAL FRAME HORIZONTAL WOOD HT: 3 FT
F-104	FENCE-BLACK VINYL CHAINLINK FENCE

1 CALLOUT PLAN

 $1'' = 20'-0''$

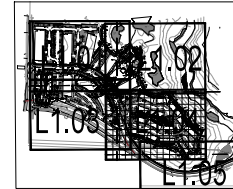
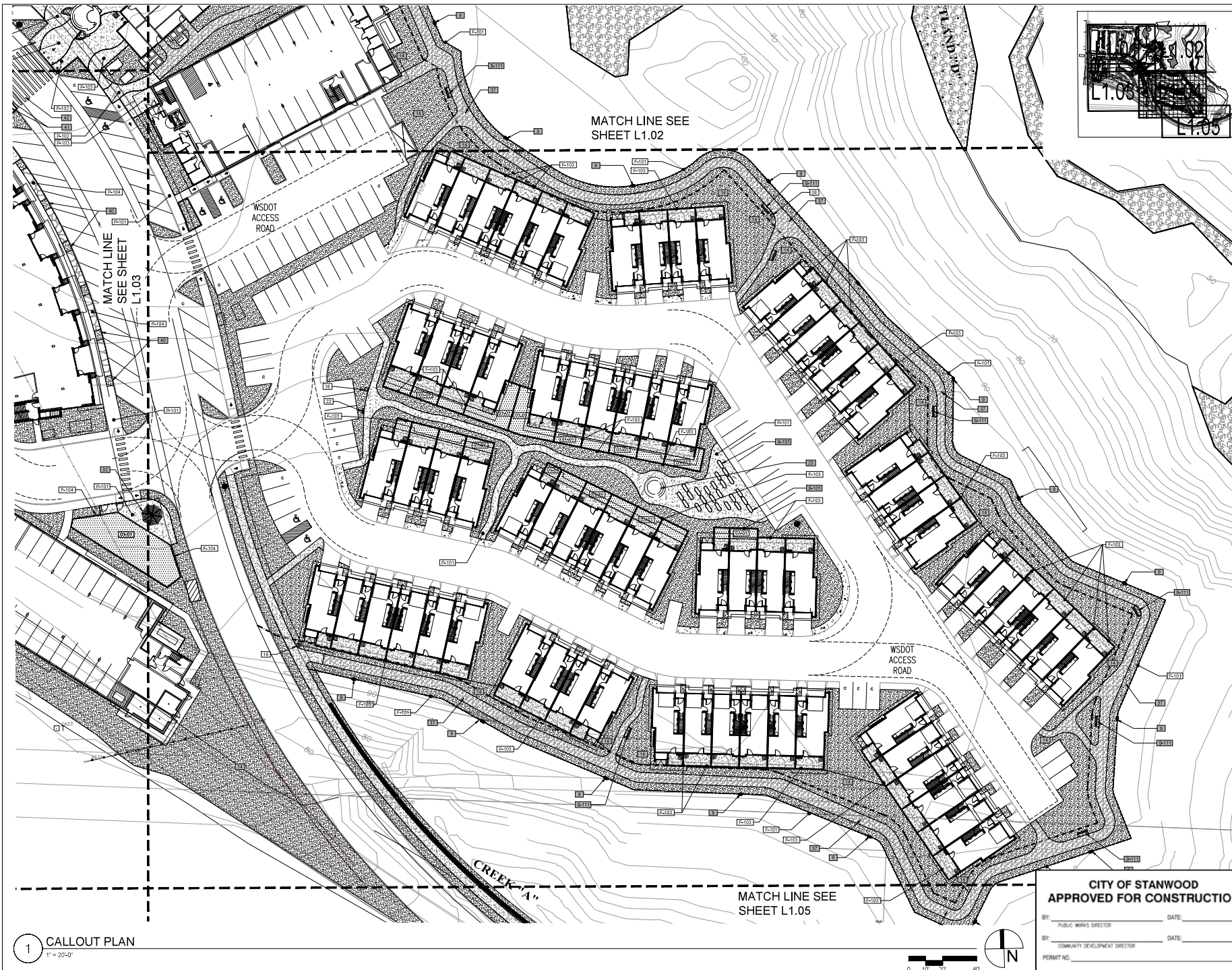
**CITY OF STANWOOD
APPROVED FOR CONSTRUCTION**

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

10.29



LANDSCAPE ARCHITECTS
SITE PLANNING
URBAN DESIGN

SUITE 400, 811 WESTERN AVENUE, SEATTLE, WASHINGTON
PHONE: (206) 461-1111 FAX: (206) 461-1111



PROJECT TITLE
CEDAR SIDE
CITY OF STANWOOD

SHEET TITLE
CALLOUT PLAN
FRAME L.04.05

NO.	DATE	DESCRIPTION	BY
1	01/15/2010	ISSUED FOR PERMIT	THOMAS RENGSTORFF
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CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

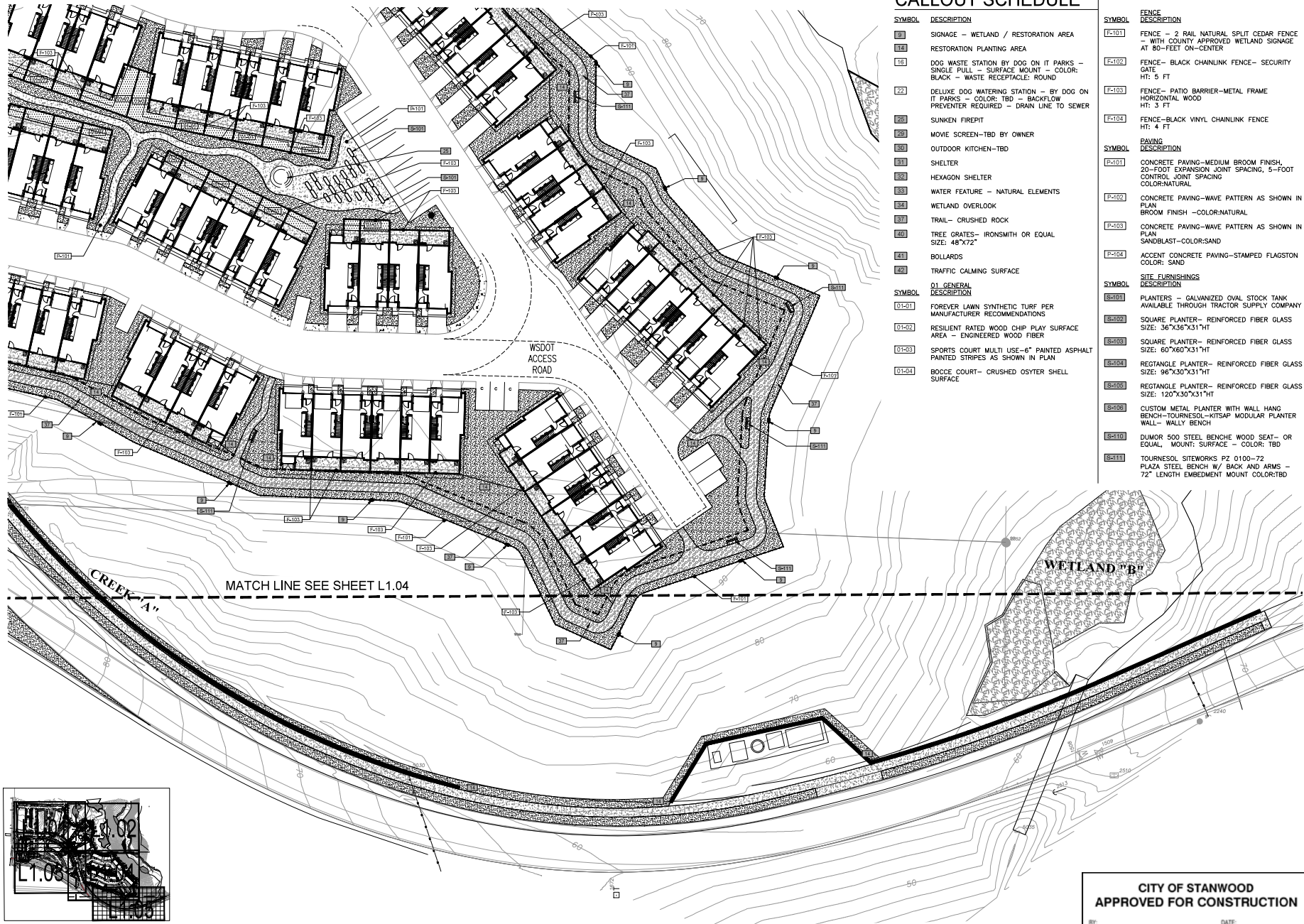
BY: PUBLIC WORKS DIRECTOR DATE: _____

BY: COMMUNITY DEVELOPMENT DIRECTOR DATE: _____

PERMIT NO. _____

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10.30



CALLOUT SCHEDULE

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	SIGNAGE - WETLAND / RESTORATION AREA	F-101	FENCE - 2 RAIL NATURAL SPLIT CEDAR FENCE WITH COUNTY APPROVED WETLAND SIGNAGE AT 60'-FEET ON-CENTER
14	RESTORATION PLANTING AREA	F-102	FENCE - BLACK CHAINLINK FENCE - SECURITY GATE HT: 5 FT
16	DOG WASTE STATION BY DOG ON IT PARKS - SINGLE PULL - SURFACE MOUNT - COLOR: BLACK - WASTE RECEPTACLE: ROUND	F-103	FENCE - PATIO BARRIER-METAL FRAME HORIZONTAL WOOD HT: 3 FT
22	DELUXE DOG WATERING STATION - BY DOG ON IT PARKS - COLOR: TBD - BACKFLOW PREVENTER REQUIRED - DRAIN LINE TO SEWER	F-104	FENCE-BLACK VINYL CHAINLINK FENCE HT: 4 FT
28	SUNKEN FIREPIT	P-101	PAVING DESCRIPTION
29	MOVIE SCREEN-TBD BY OWNER	P-101	CONCRETE PAVING-MEDIUM BROOM FINISH 20'-FOOT EXPANSION JOINT SPACING, 5'-FOOT CONTROL JOINT SPACING COLOR:NATURAL
30	OUTDOOR KITCHEN-TBD	P-102	CONCRETE PAVING-WAVE PATTERN AS SHOWN IN PLAN BROOM FINISH -COLOR:NATURAL
31	SHELTER	P-103	CONCRETE PAVING-WAVE PATTERN AS SHOWN IN PLAN SANDBLAST-COLOR:SAND
32	HEXAGON SHELTER	P-104	ACCENT CONCRETE PAVING-STAMPED FLAGSTON COLOR: SAND
33	WATER FEATURE - NATURAL ELEMENTS	S-101	SITE FURNISHINGS DESCRIPTION
34	WETLAND OVERLOOK	S-101	PLANTERS - GALVANIZED OVAL STOCK TANK AVAILABLE THROUGH TRACTOR SUPPLY COMPANY
37	TRAIL- CRUSHED ROCK	S-102	SQUARE PLANTER- REINFORCED FIBER GLASS SIZE: 36"x36"x31"HT
40	TREE GRATES- IRONSMITH OR EQUAL SIZE: 48"x72"	S-103	SQUARE PLANTER- REINFORCED FIBER GLASS SIZE: 60"x60"x31"HT
43	BOLLARDS	S-104	RECTANGLE PLANTER- REINFORCED FIBER GLASS SIZE: 96"x30"x31"HT
44	TRAFFIC CALMING SURFACE	S-105	RECTANGLE PLANTER- REINFORCED FIBER GLASS SIZE: 120"x30"x31"HT
01 GENERAL DESCRIPTION		S-106	CUSTOM METAL PLANTER WITH WALL HANG BENCH-TOURNESOL-KITSAP MODULAR PLANTER WALL- WALLY BENCH
01-01	FOREVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS	S-107	DUMOR 500 STEEL BENCH WOOD SEAT- OR EQUAL, MOUNT: SURFACE - COLOR: TBD
01-02	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA - ENGINEERED WOOD FIBER	S-108	TOURNESOL SITEWORKS PZ 0100-72 PLAZA STEEL BENCH W/ BACK AND ARMS - 72" LENGTH EMBEDMENT MOUNT COLOR:TBD
01-03	SPORTS COURT MULTI USE-6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN		
01-04	BOCCIE COURT- CRUSHED OYSYER SHELL SURFACE		



1 CALLOUT PLAN
1" = 20'-0"



**CITY OF STANWOOD
APPROVED FOR CONSTRUCTION**

BY: PUBLIC WORKS DIRECTOR DATE: _____

BY: COMMUNITY DEVELOPMENT DIRECTOR DATE: _____

PERMIT NO. _____



LANDSCAPE ARCHITECTS
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
PHONE: (303) 733-1111 FAX: (303) 733-1111



PROJECT TITLE
CEDARSIDE
CITY OF DENVER

SHEET TITLE
CALLOUT PLAN
SHEET 10.31

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CALLOUT SCHEDULE

SYMBOL	DESCRIPTION	
[S-1]	SIGNAGE – WETLAND / RESTORATION AREA	42 (2,01)
[S-2]	RESTORATION PLANTING AREA	
[S-3]	DOG WASTE STATION BY DOG ON IT PARKS – SINGLE PULL – SURFACE MOUNT – COLOR: BLACK – WASTE RECEPTACLE: ROUND	
[S-7]	DELUXE DOG WATERING STATION – BY DOG ON IT PARKS – COLOR: TBD – BACKFLOW PREVENTER REQUIRED – DRAIN LINE TO SEWER	
[S-8]	SUNKEN FIREPIT	15 (2,02)
[S-9]	MOVIE SCREEN-TBD BY OWNER	
[S-10]	OUTDOOR KITCHEN-TBD	
[S-11]	SHELTER	21 (2,02)
[S-12]	HEXAGON SHELTER	
[S-13]	WATER FEATURE – NATURAL ELEMENTS	25 (2,02)
[S-14]	WETLAND OVERLOOK	
[S-17]	TRAIL– CRUSHED ROCK	13 (2,01)
[S-19]	TREE GRATES– IRONSMITH OR EQUAL SIZE: 48"X72"	14, 15 (2,01)
[S-21]	BOLLARDS	
[S-22]	TRAFFIC CALMING SURFACE	
01-GENERAL DESCRIPTION		
[01-01]	FORDIVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS	22 (2,01)
[01-02]	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA – ENGINEERED WOOD FIBER	21 (2,01)
[01-03]	SPORTS COURT MULTI USE-6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN	24 (2,01)
[01-04]	BOCCE COURT– CRUSHED OSYTER SHELL SURFACE	23 (2,01)
FENCE DESCRIPTION		
[F-101]	FENCE – 2 RAIL NATURAL SPLIT CEDAR FENCE – WITH COUNTY APPROVED WETLAND SIGNAGE AT 80- FEET ON-CENTER	41 (2,01)
[F-102]	FENCE– BLACK CHAINLINK FENCE– SECURITY GATE HT: 5 FT	43 (2,01)
[F-103]	FENCE– PATIO BARRIER–METAL FRAME HORIZONTAL WOOD HT: 3 FT	92 (2,01)
[F-104]	FENCE–BLACK VINYL CHAINLINK FENCE HT: 4 FT	51 (2,01)
PAVING DESCRIPTION		
[P-101]	CONCRETE PAVING–MEDIUM BROOM FINISH, 20-FOOT EXPANSION JOINT SPACING, 5-FOOT CONTROL JOINT SPACING COLOR:NATURAL	
[P-102]	CONCRETE PAVING–WAVE PATTERN AS SHOWN IN PLAN BROOM FINISH –COLOR:NATURAL	
[P-103]	CONCRETE PAVING–WAVE PATTERN AS SHOWN IN PLAN SANDBLAST–COLOR:SAND	
[P-104]	ACCENT CONCRETE PAVING–STAMPED FLAGSTON COLOR: SAND	
SITE FURNISHINGS DESCRIPTION		
[S-101]	PLANTERS – GALVANIZED OVAL STOCK TANK AVAILABLE THROUGH TRACTOR SUPPLY COMPANY	33 (2,01)
[S-102]	SQUARE PLANTER– REINFORCED FIBER GLASS SIZE: 36"X36"X31"HT	92 (2,01)
[S-103]	SQUARE PLANTER– REINFORCED FIBER GLASS SIZE: 60"X60"X31"HT	92 (2,01)
[S-104]	RECTANGLE PLANTER– REINFORCED FIBER GLASS SIZE: 96"X30"X31"HT	
[S-105]	RECTANGLE PLANTER– REINFORCED FIBER GLASS SIZE: 120"X30"X31"HT	92 (2,01)
[S-106]	CUSTOM METAL PLANTER WITH WALL HANG BENCH–TOURNESOL–KITSAP MODULAR PLANTER WALL– WALLY BENCH	96 (2,01)
[S-110]	DUMOR 500 STEEL BENCHE WOOD SEAT– OR EQUAL, MOUNT: SURFACE – COLOR: TBD	90 (2,01)
[S-113]	TOURNESOL SITWORKS PZ 0100-72 PLAZA STEEL BENCH W/ BACK AND ARMS – 72" LENGTH EMBEDMENT MOUNT COLOR:TBD	16 (2,01)

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY:
PUBLIC MARKS DIRECTOR

DATE:

BY:
COMMUNITY DEVELOPMENT DIRECTOR

DATE:

PERMIT NO.



LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 401 811 WESTERN AVE, SUITE 401, VANCOUVER, BC V6C 3K7
PHONE: (604) 681-7272 FAX: (604) 684-7271



THOMAS R. RENGSTORFF
LANDSCAPE ARCHITECT
REGISTERED PROFESSIONAL
BRITISH COLUMBIA
CERTIFICATE NO. 506

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
CALLOUT
SCHEDULE

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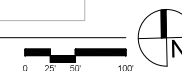
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1 PLANTING PLAN-KEY
1" = 50'-0"



**CITY OF STANWOOD
APPROVED FOR CONSTRUCTION**

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR
BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR
PERMIT NO. _____



LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 400, 811 WESTERN AVENUE, SUITE 400, STANWOOD, WA 98284
PHONE: (360) 947-1111 FAX: (360) 947-1111



LANDSCAPE ARCHITECT
THOMAS R. RENGSTORFF
CERTIFICATE NO. 100

PROJECT TITLE

CEDARSIDE
CITY OF STANWOOD

SHEET TITLE

PLANTING PLAN
100

NO. DATE REVISION BY

1	01/15/2010	01	THOMAS R. RENGSTORFF
2	01/15/2010	02	THOMAS R. RENGSTORFF
3	01/15/2010	03	THOMAS R. RENGSTORFF
4	01/15/2010	04	THOMAS R. RENGSTORFF
5	01/15/2010	05	THOMAS R. RENGSTORFF
6	01/15/2010	06	THOMAS R. RENGSTORFF
7	01/15/2010	07	THOMAS R. RENGSTORFF
8	01/15/2010	08	THOMAS R. RENGSTORFF
9	01/15/2010	09	THOMAS R. RENGSTORFF
10	01/15/2010	10	THOMAS R. RENGSTORFF

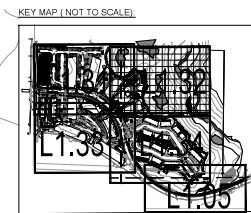
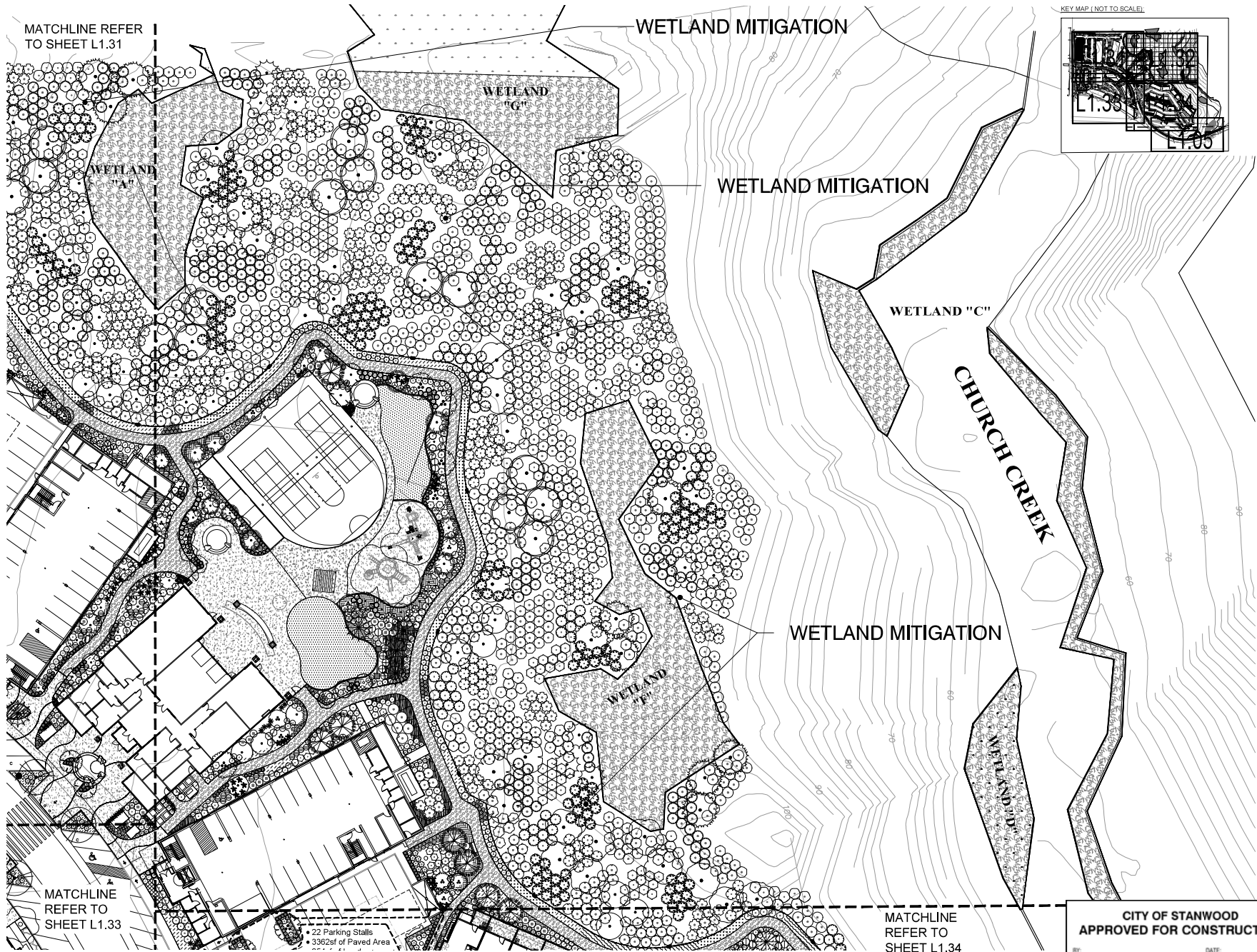
DATE: 01/15/2010

CHECKED BY: _____
DATE: 01/15/2010
DRAWN BY: _____
DATE: 01/15/2010
TAX NO. _____
CADD NO. _____

PROJECT: CEDARSIDE

SHEET NO.

L1.30



LANDSCAPE ARCHITECTS
SITE PLANNERS
URBAN DESIGNERS

SUITE 400, 811 WESTERN AVENUE, SUITE 400, HANOVER, WA 98931
PHONE: (509) 875-1111 FAX: (509) 875-1111



LANDSCAPE ARCHITECT
JAMES P. RENGSTORFF
WASHINGTON STATE LICENSE NO. 10000

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING PLAN
FIGURE 1.4.02

NO.	DATE	DESCRIPTION	BY
1	08/11/2010	ISSUED FOR PERMIT	JPR
2	08/11/2010	ISSUED FOR PERMIT	JPR
3	08/11/2010	ISSUED FOR PERMIT	JPR
4	08/11/2010	ISSUED FOR PERMIT	JPR
5	08/11/2010	ISSUED FOR PERMIT	JPR
6	08/11/2010	ISSUED FOR PERMIT	JPR
7	08/11/2010	ISSUED FOR PERMIT	JPR
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9	08/11/2010	ISSUED FOR PERMIT	JPR
10	08/11/2010	ISSUED FOR PERMIT	JPR

DATE	APPROVED BY
08/11/2010	JPR
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PROJECT: CEDARSIDE

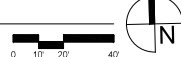
SHEET NO.

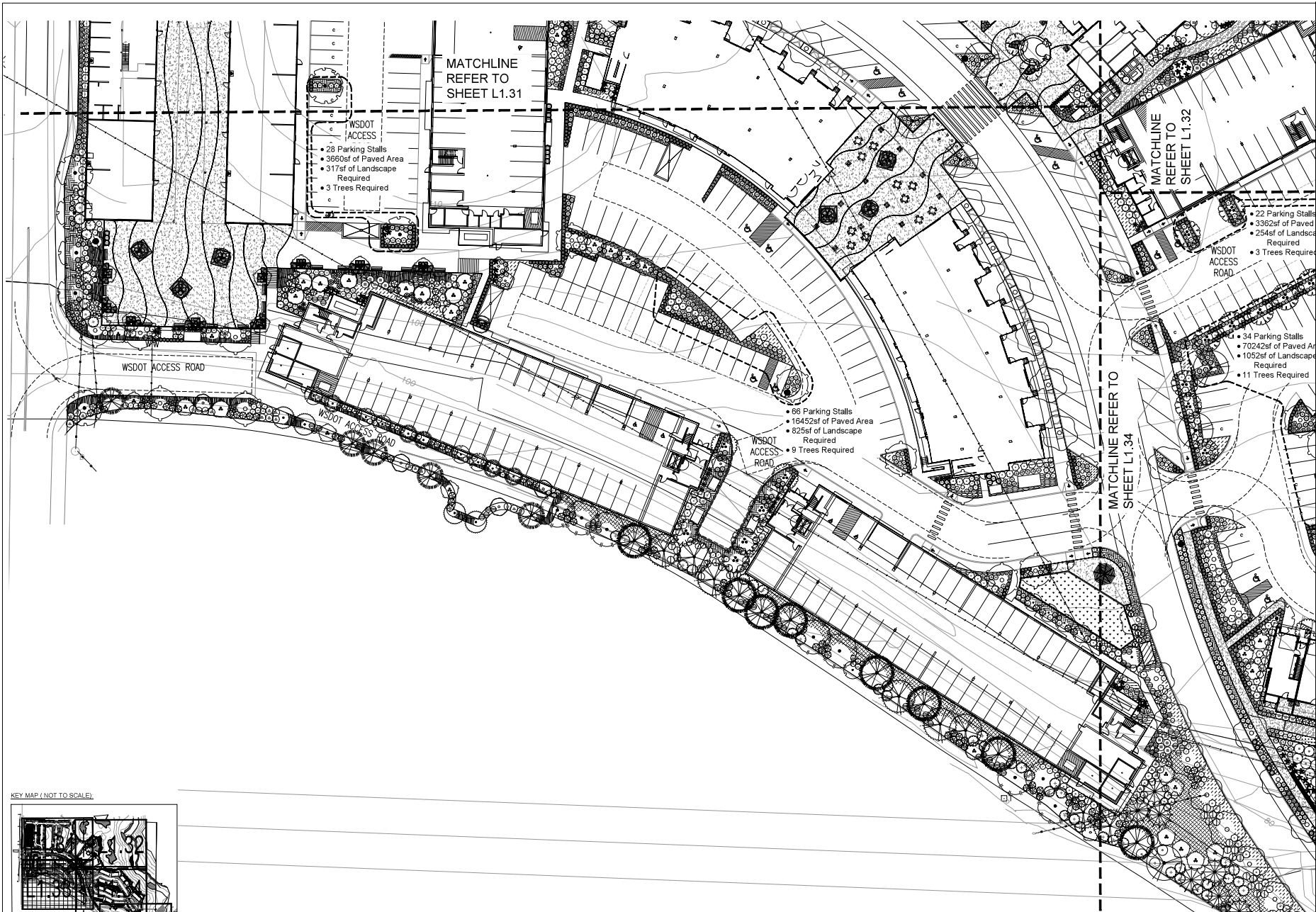
CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: PUBLIC WORKS DIRECTOR DATE: _____
BY: COMMUNITY DEVELOPMENT DIRECTOR DATE: _____
PERMIT NO. _____

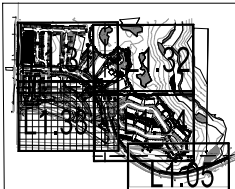
L1.32

1 PLANTING PLAN
1" = 20'-0"

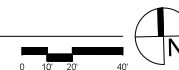




KEY MAP (NOT TO SCALE)



1 PLANTING PLAN
1" = 20'-0"



**CITY OF STANWOOD
APPROVED FOR CONSTRUCTION**

BY: PUBLIC WORKS DIRECTOR DATE: _____
BY: COMMUNITY DEVELOPMENT DIRECTOR DATE: _____
PERMIT NO. _____

**THOMAS RENGSTORF
AND ASSOCIATES**
LANDSCAPE ARCHITECTS
SITE PLANNING
Landscape Design

SUITE 400, 811 WESTERN AVENUE, SUITE 400, STANWOOD, WA 98380
PHONE: (360) 947-1111 FAX: (360) 947-1111

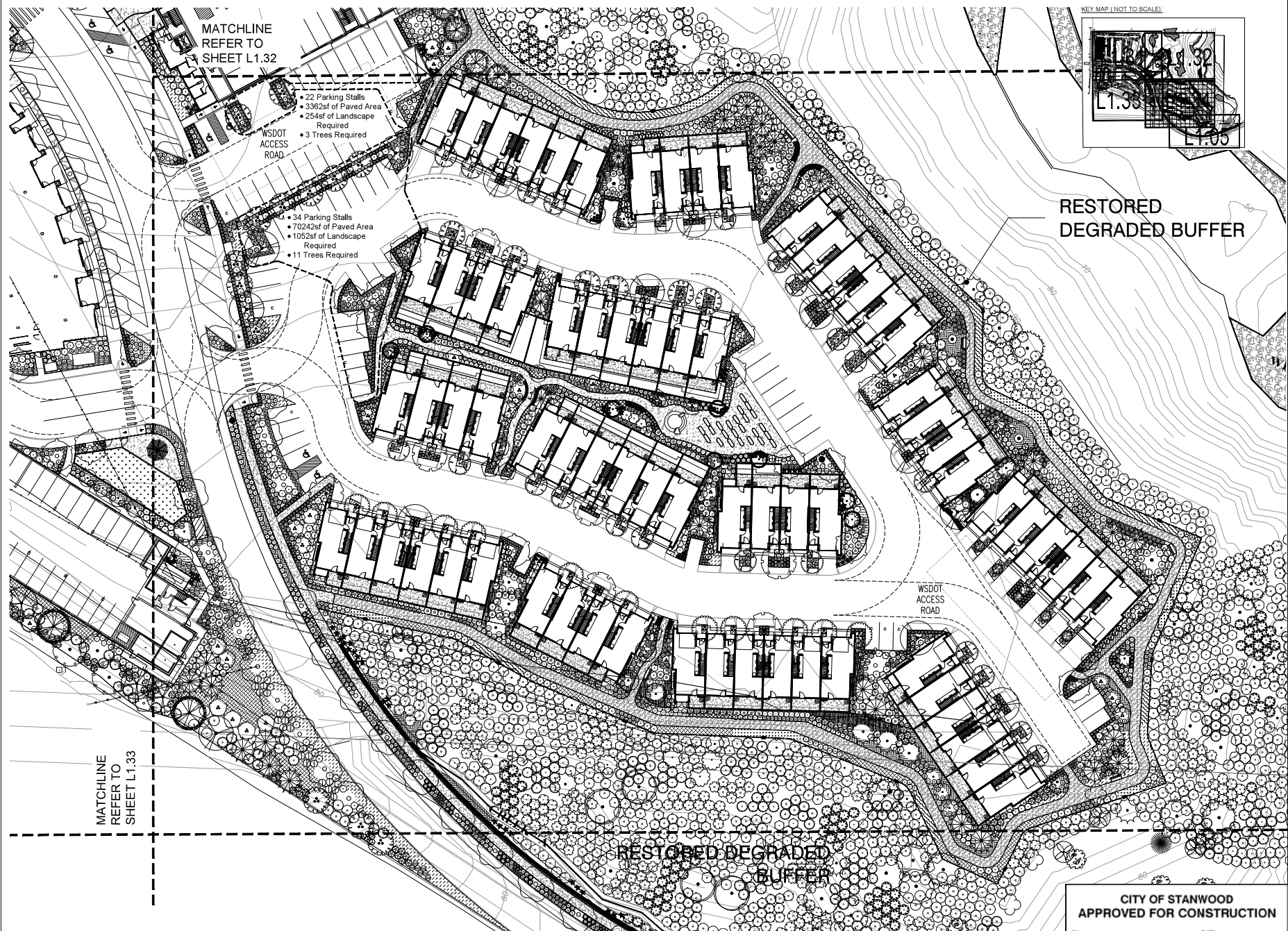


PRODUCT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING PLAN
FIGURE 1.4.B

NO.	DATE	DESCRIPTION	BY
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L1.33



1 PLANTING PLAN
1" = 20'-0"

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: PUBLIC WORKS DIRECTOR DATE: _____
BY: COMMUNITY DEVELOPMENT DIRECTOR DATE: _____
PERMIT NO. _____



LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 100, 111 WESTERN AVENUE, SUITE 100, VANCOUVER
PHONE: (604) 681-1111 FAX: (604) 681-1111



LANDSCAPE ARCHITECT
James P. Rengstorff
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
NO. 10000

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING PLAN
FIGURE L.001-B

NO. DATE: 10/15/2011 BY:

NO.	DATE	BY
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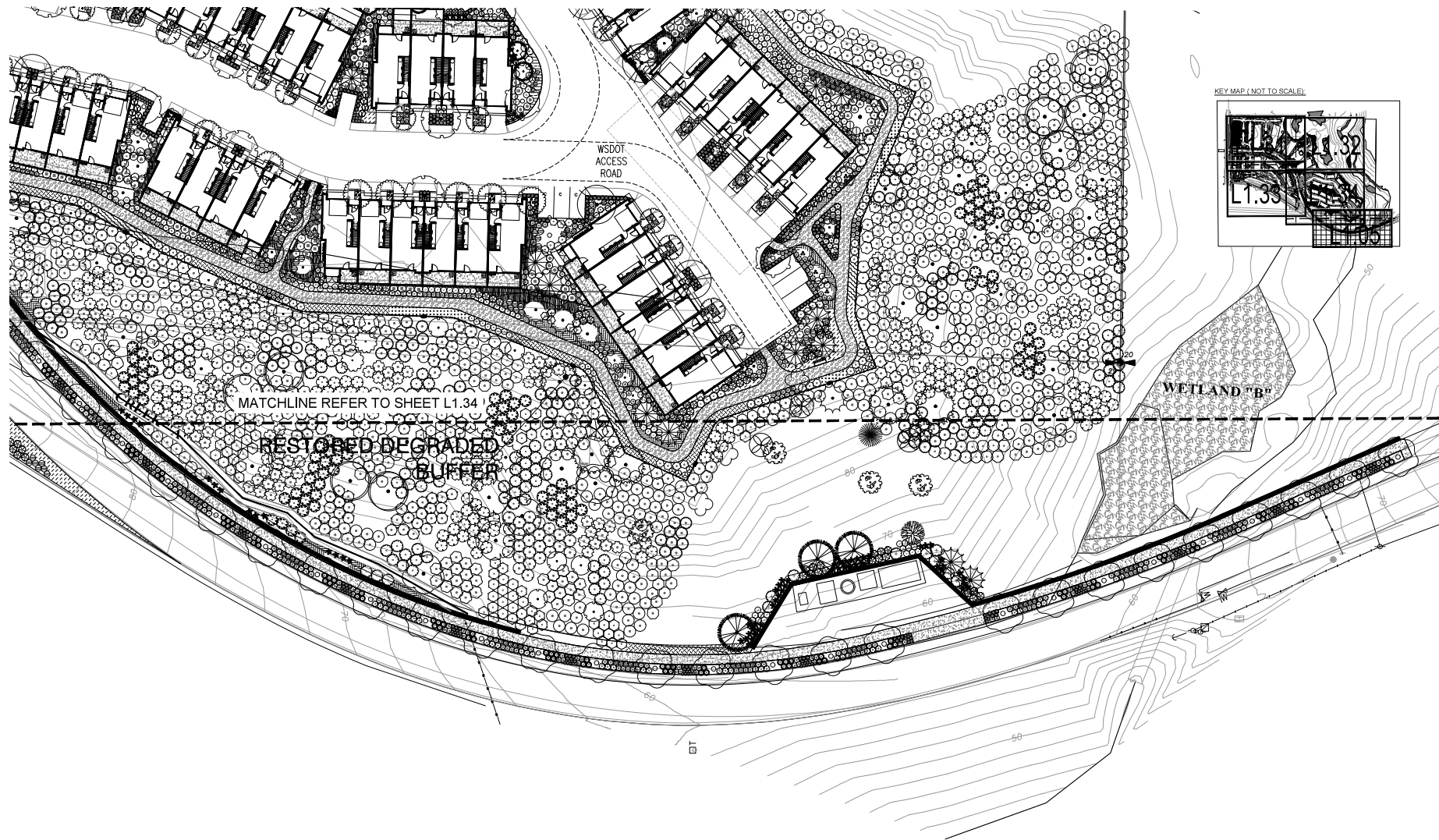
DATE: 10/15/2011 BY: JPR

DESIGNED	JPR
DRAWN	JPR
CHECKED	JPR
INCH	1/8"
TITLE	PLANTING PLAN
CAD FILE	PLANTING PLAN

PROJECT: CEDARSIDE

SHEET: 1

L1.34



KEY MAP (NOT TO SCALE)



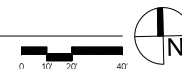
MATCHLINE REFER TO SHEET L1.34

RESTORED DEGRADED
BUFFER

WSDOT
ACCESS
ROAD

WETLAND "B"

1 PLANTING PLAN
1" = 20'



**CITY OF STANWOOD
APPROVED FOR CONSTRUCTION**

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR
BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR
PERMIT NO. _____



LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 400, 811 WESTERN AVENUE, SUITE 400, VANCOUVER, BC V6C 2H6
PHONE: (604) 681-1111 FAX: (604) 681-1111



THOMAS RENGSTORFF
LANDSCAPE ARCHITECT
REGISTERED PROFESSIONAL
LANDSCAPE ARCHITECT NO. 100

PROJECT TITLE

CEDARSIDE
CITY OF STANWOOD

SHEET TITLE

PLANTING PLAN
PERMIT NO. 10

NO. DATE REVISION BY

1			
2			
3			
4			
5			
6			
7			
8			
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10			

DATE: APPROVED BY: _____

CHECKED BY: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: 1/8" = 1'-0"
TAX NO. _____
CAD FILE: _____

PROJECT: _____

SHEET NO.

L1.35

The scope of work for the planted areas includes installation of topsoil, compost, mulch and other soil amendments, establishment of finish grades, planting of all planting areas and maintenance, as described in plans.

- Work shall be installed in conformance with applicable local codes and ordinances.

- PROJECT CONDITIONS:**
- Plant during periods normal for optimum plant growth, as determined by season, weather conditions, and accepted practice. If contractor chooses to perform planting operations under unseasonable conditions, they will do so without additional compensation to the contractor and the contractor shall accept full responsibility for any subsequent resulting losses.

- Landscape contractor shall coordinate with other site contractors and owner's representative to develop a schedule for landscape installation.

- Coordinate with earthwork contractor to establish appropriate subgrade elevations as required by planting soil and mulch depths specified herein and on the drawings.

FINE GRADING:

- Remove rocks and debris with any dimension larger than 1.5" that turned up during preparation.

- Rake, drag and roll area smooth to establish approved finished grades. Maintain established flow lines, slopes and grade to achieve positive drainage allowing no puddles.

- Planting Bed Areas: 2.5" inches below adjacent paving and curbs (allowing for 2" mulch).

- Seeded or sodded lawn areas: 1 inch below adjacent paving and curbs.

- install per typical industry standards as recommended by suppliers.

- Fertilize new hydroseeded and sodded lawn areas as recommended by the soil test.

- Water area to a depth of 4" prior to hydroseeding.
- Spray slurry onto finish grade at such an angle to aid in embedment of seed.

- Contractor shall clean excess slurry from plants, paving and structures.

- Excavate plant pits to sizes indicated on drawings.

- Do not plant until direction concerning positive drainage is given by general contractor.
- Fertilize plant pits at planting with Fertilizer tablets/packets, Application rate shall be per manufacturer's instruction.

- Set plants plumb, and face for best appearance. Set so root crown will settle to appropriate level related to surrounding finished grades after settling has occurred.

- Construct water basins and thoroughly water plants immediately after planting.

- restore finished grades by hand raking. Leave water basins in place.

- Place specified mulch and hand rake smooth.

- Fertilize beds with groundcover by topdressing. Application rate shall be per manufacturer's instruction.

- Stake trees as indicated in details.

- groundcover planting shall begin at the following distances from other site elements: 24" from the trunk of trees, 18" from shrubs, 10" from curbs and other hard surfaces.

- Apply 2 inches, min. (compacted depth after watering) of specified mulch to finished grade in all shrub and groundcover beds.

- Thoroughly water mulched areas to ensure moisture penetration to the soil.

Year	Population	Population	Population	Population	Population
1990	100,000	100,000	100,000	100,000	100,000
2000	100,000	100,000	100,000	100,000	100,000
2010	100,000	100,000	100,000	100,000	100,000
2020	100,000	100,000	100,000	100,000	100,000
2030	100,000	100,000	100,000	100,000	100,000
2040	100,000	100,000	100,000	100,000	100,000
2050	100,000	100,000	100,000	100,000	100,000
2060	100,000	100,000	100,000	100,000	100,000
2070	100,000	100,000	100,000	100,000	100,000
2080	100,000	100,000	100,000	100,000	100,000
2090	100,000	100,000	100,000	100,000	100,000
2100	100,000	100,000	100,000	100,000	100,000

SYMBOL	SCIENTIFIC COMMON NAME	COUNT	FEET	FEET	FEET
TREES					
	ACEB CIRCUMTUM VINE MAPLE	0 B.B.	MULTI-STEM	6'-8'	30
	BETULA PAPPHYTERA PAPER BIRCH	0 B.B.	2'CAL		1
	CERCIDIPHYLLUM JAPONICUM KATSURA TREE	0 B.B.	2'CAL		34
	NYSSA SYLVATICA SOUR GUM BLACK TUPELO	0 B.B.	2'CAL		44
	PARROTIA PERSICA PERSIAN HEMLOCK	0 B.B.	2'CAL		18
SHRUBS					
	AMELANSCHIER X GRANDIFLORA APPLE SERVICEBERRY	0 B.B.	1.75'CAL		74
	BETULA NODA PINER BIRCH	0 B.B.	1.75'CAL		4
	CORNUS KOUSA CHINENSIS CHINESE DOGWOOD	0 B.B.	1.75'CAL		17
	CRATAEGUS X LAVALLE HAWTHORN	0 B.B.	2'CAL		29
CONIFERS					
	CALOCEDRUS DEODARANG INCENSE CEDAR	0 B.B.		6' HT	17
	CHAMAECIPARUS ORIENTA "BRACOLUS" SLIMMER HINDU PALM CYPRESS	0 B.B.		6' HT	5
	PICEA SINENSIS SITKA SPRUCE	0 B.B.		6' HT	7
	PRINUS NORON AUSTRIAN PINE	0 B.B.		6' HT	56
	PSUEDOTSUGA MENDICSI DOUGLAS FIR	0 B.B.		6' HT	16
	X. CUPRESSOCOMPARS LEYLANDI LEYLAND CYPRESS	0 B.B.		6' HT	19
DECIDUOUS					
	TILIA CORDATA "GREENPINE" GREENPINE LITTLELEAF LINDEN	0 B.B.	2'CAL		73
	ZELKOVIA SERBANA "VILLAGE GREEN" VILLAGE GREEN SHADLOW LINDEN	0 B.B.	2'CAL		29
LARGE CONIFERS					
	CONIFER TYPE 1	0 B.B.		18' - 20' HT.	8
	CONIFER TYPE 2	0 B.B.		18' - 20' HT.	8
	CONIFER TYPE 3	0 B.B.		18' - 20' HT.	8

The contractor shall verify existing site conditions prior to beginning construction. Notify owner of discrepancies, between plans and actual field conditions. The contractor shall be responsible for damage to utilities and site improvements resulting from their work. Repairs shall be made at the expense of the contractor. The contractor shall notify the owner's representative prior to the beginning of construction and shall keep the owner informed of progress of work throughout construction.

Refer to the complete project plan set for related disciplines including grading, utilities, paving and and other applicable site development as applicable. The contractor shall coordinate their work with all other applicable trades as necessary. Any requirement in the plans and/or notes shall be considered binding. In case of discrepancies or items not understood by the contractor, contact the owner's representative immediately.

Review and approval of submittals, substitutions, shop drawings, plant materials and site work/site conditions shall be by the Owner's Representative (the Project Engineer, Project Architect, Project landscape Architect or other designated by the Owner). Requests for site visits by the landscape architect to inspect progress of work and its conformance with the plans shall be made through the owner's representative. Requests for site reviews shall be made at least 48 hours (2 business days) in advance.

Contractor shall organize their work site and pick up their trash at the end of each work day. They shall do a more thorough cleaning including sweeping pavement and removing trash from the job site at the end of each work week. Written dimensions supercede scaled distances. Notify landscape architect of any dimensioning discrepancies prior to construction.

PALM TREES				
	ACER CIRCUMMUM NICE MAPLE	B & B	5	
	ACER HYFERTHUM MAPLE	B & B	10	
	MAGNOLIA STELLATA "WATERLILY" STAR MAGNOLIA	B & B	10	
	DOYDENIUM AMBROSEUM DOYDENIUM TREE	B & B	10	
	TRUSS THYMUS DOYDENIUM SUMAC	B & B	10	
	STYRAX OMBIFIA FRAGRANT SHIBBELL	B & B	6	
SYMBOL		BOTANICAL / COMMON NAME		COUNT CITY
SYMBOLS				
	ACANTHUS MOLLIS BUTTERFLY BREECH	1 GAL	182	
	BRUNFUS UNDO "TOMPKINS" DWARF STRAWBERRY TREE	5 GAL	81	
	CANTHARIS IMPRESSUS SANTA BARBARA CROCUS	3 GAL	41	
	CITRUS X HYBRIDUS WHITE ROSEHEDGE	1 GAL	97	
	CERTIS X PURPUREUS ORANGE ROSEHEDGE	2 GAL	8	
	CORNUS ALBA "ALLIANCE COMPACT" JAPANESE DOGWOOD	1 GAL	17	
	CORNUS STOLONIFERA "BAILEY" BAILEY RED THROATED DOGWOOD	2 GAL	228	
	ERICA X DARLINGTONI "DARLEY DALE" DARLEY HEATH	1 GAL	10	
	ERICA X DARLINGTONI "WIDE PERFECTION" RED PRINCE DORSET HEATH	1 GAL	118	
	HIBISCUS QUERCIFOLIA "PINK WEE" PINK WEE	5 GAL	141	
	HEX CREMATA "HELENI" HELENI JAPANESE HOLLY	3 GAL	278	
	LOMONIA NIGROLUNA TINKERBERRY	1 GAL	6	
	LOMONIA NITIDA "LORD BEAUTY" BLOSSOM HONOLULU	2 GAL	37	
	LOMONIA NITIDA "RED SPIKE" RED SPIKE HONOLULU	3 GAL	94	
	LOMONIA PLEATA PINK HONOLULU	5 GAL	124	
	LOMONIA AQUILUM MADISON SHIMPE	5 GAL	353	
	MAHONIA NERITA CREEPING MAHONIA	1 GAL	382	
	MIRICA CALIFORNICA PACIFIC BAY ANEMONE	5 GAL	82	
	NANDINA DOMESTICA REARLY BRANDED	3 GAL	69	
	PHALLOPSYDUS LEWISI WIDE MOONHOLE	1 GAL	38	
	PHORMIUM TENUIS "PINK STRIP" NEW ZEALAND FLAX	3 GAL	6	
	PHORMIUM X "SERIES" NEW ZEALAND WIRE FLAX	5 GAL	24	
	PHYSCOCARPUS CAPSUTUS CAPSUTUS INHIBITOR	1 GAL	9	
	PHYSCOCARPUS DRUPALIFOLUS "DARBY" DARBY INHIBITOR	1 GAL	9	
	PERSEA QUERCIFOLIA "MOUNTAIN FIRE" MOUNTAIN FIRE PINE	5 GAL	15	
	PERSEA MUSSO "TOMPKINS" DWARF MUSSO FIRE	5 GAL	22	
	POLYSTICHUM ANEMITHUM WESTERN SPOON FERN	1 GAL	184	
	PODOCARPUS OCCIDENTALE WESTERN KANALA	1 GAL	9	
	ROSES BRACIUM STRAW CLOVER	1 GAL	1	
	ROSES SACUNDUM SACUNDUM	5 GAL	90	

[illegible]

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

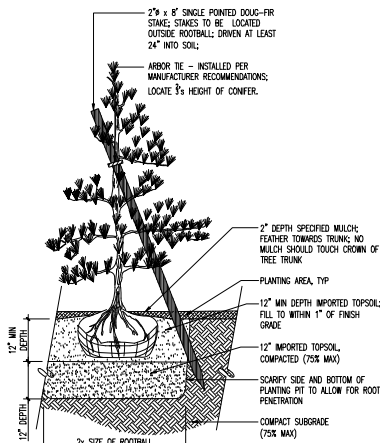
BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____



NOTES:

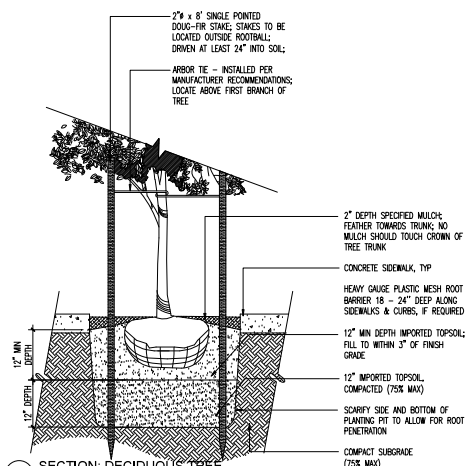
1. TREE PIT SHALL NOT BE LESS THAN (2) TIMES ROOT BALL DIA.
2. CUT ALL TIES & FOLD BACK BURLAP FROM UPPER 1/3 OF ROOT BALL
3. WATER DAILY UNTIL ESTABLISHED, FERTILIZE & USE GROWTH HORMONE.
4. WHERE A CONTINUOUS PLANTING STRIP IS ALLOWED, WIDEN TREE PIT TO SIDEWALK.



21 SECTION: CONIFER TREE
3/4" = 1'-0"

NOTES-

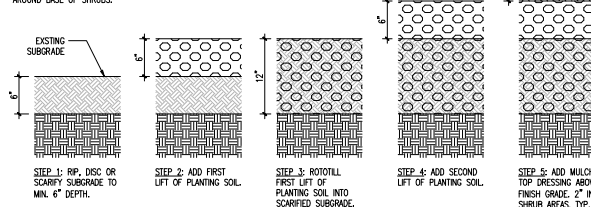
1. TREE PIT SHALL NOT BE LESS THAN (2) TIMES ROOT BALL DIA.
2. CUT ALL TIES & FOLD BACK BURLAP FROM UPPER 1/3 OF ROOT BALL.
3. WATER DAILY UNTIL ESTABLISHED, FERTILIZE & USE GROWTH HORMONE.
4. WHERE A CONTINUOUS PLANTING STRIP IS ALLOWED, WIDEN TREE PIT TO SIDEWALK.



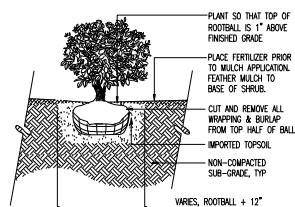
22 SECTION: DECIDUOUS TREE

SECTION

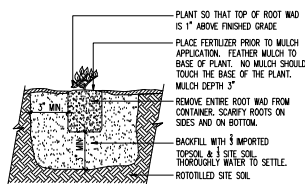
NOTE: TAPER MULCH TO MEET FINISH GRADE AT EDGE OF PLANTING BEDS & AROUND BASE OF SHRUBS.



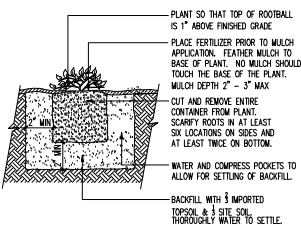
23 SOIL PREPARATION - SHRUB
1 1/2" = 1'-0"



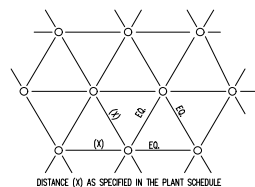
31 SECTION: SMALL SHRUB
3/4" = 1'-0"



32 SECTION: GROUND COVER - 4" CONT
3/4" = 1'-0"



41 SECTION: PEREN/GROUNDCOVER - 1 GAL
3/4" = 1'-0"



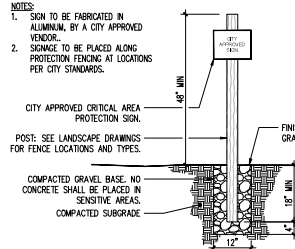
42 PLAN: PLANT SPACING

NOTES:

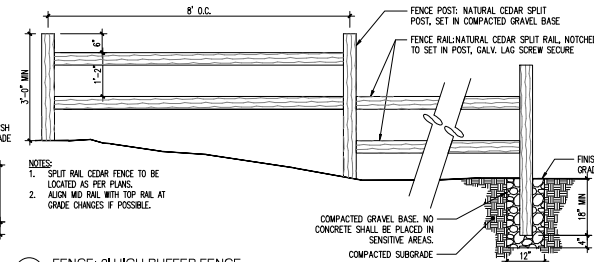
1. SIGN TO BE FABRICATED IN ALUMINUM, BY A CITY APPROVED VENDOR..
2. SIGNAGE TO BE PLACED ALONG PROTECTION FENCING AT LOCATION PER CITY STANDARDS.

CITY APPROVED CRITICAL AREA
PROTECTION SIGN.
POST: SEE LANDSCAPE DRAWINGS
FOR FENCE LOCATIONS AND TYPES.

COMPACTED GRAVEL BASE. NO
CONCRETE SHALL BE PLACED IN
SENSITIVE AREAS.
COMPACTED SUBGRADE



43 SENSITIVE AREA SIGNAGE DETAIL
3/4" = 1'-0"



44 FENCE: 3' HIGH BUFFER FENCE
3/4" = 1'-0"

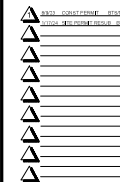
CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

No.	DATE	REVISION	BY
1	10/1/2011	1	WJ



DATE 30/03/2020, 18: 29:11

DESIGNED	BY
DRAWN	BY
CHECKED	BY
SCALE	AS SHOWN
TBA No.	2208
CAD FILE	

Figure 1

924871

L1.37

**Before the HEARING EXAMINER for the
CITY of STANWOOD**

RECOMMENDATION: REVISED AFTER RECONSIDERATION ¹

FILE NUMBER: 22-0121

APPLICANT: West Edge Development – Three, LLC
C/o Andrew McKinley, Managing Member
516 N Olympic Avenue
Arlington, WA 98223

TYPE OF CASE: Consolidated: 1) Development Agreement; and 2) Binding Site Plan (*Cedarside Commons*, a mixed-use development)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER RECOMMENDATION: APPROVE both applications subject to: 1) Revisions to the proposed Development Agreement; and 2) Binding Site Plan conditions

DATE OF REVISED EXAMINER RECOMMENDATION: ² December 15, 2023

INTRODUCTION ³

West Edge Development – Three, LLC (“WED 3” ⁴) and the Stanwood Community Development Department (“CDD”) have prepared a Development Agreement to control the development of approximately 21.8 acres located in the northeast quadrant of the 72nd Avenue NW/SR 532 intersection. WED 3 filed an application for Preliminary Binding Site Plan (“BSP”) approval of a preliminary development plan for the 21.8 acres on August 31, 2022, amended on October 16, 2023. (Exhibits 2; 62 ⁵) CDD determined the application to be complete as of September 15, 2022. (Exhibit 20) CDD issued a

¹ Title revised after reconsideration. All revised/new text is noted by footnote, except that the revised header on each page is not footnoted.

² Text and date revised after reconsideration.

³ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

⁴ The Examiner is using the Applicant’s acronym that is used in the proposed Development Agreement.

⁵ Exhibit citations are provided for the reader’s benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. Citations to exhibits that are available electronically in PDF use PDF page numbers, not source document page numbers. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner’s Recommendation is based upon all documents in the record.

Notice of Application on November 29, 2022. (Exhibit 21) On October 16, 2023, WED 3 submitted a formal request that the proposed Development Agreement and the Preliminary BSP be consolidated for review.⁶

The street address of the subject property is 26903 72nd Avenue NW. The subject property is composed of three parcels whose Assessor's Parcel Numbers are 32042000302000, 32042000302100, and 32042900200300 (Parcels B, C, and D as listed on Exhibit 9, Legal Descriptions). (Exhibits 1, PDF 1 & 3; 9)

The Stanwood Hearing Examiner ("Examiner") viewed the subject property via Google Earth: Overhead imagery dated August 7, 2022; Street View imagery dated January, 2022.

The Examiner held a remote open record hearing on October 20, 2023, using the "Zoom" platform. CDD gave notice of the hearing as required by the SMC. (Exhibit 25)

The following exhibits were entered into the hearing record during the hearing:

Exhibits 1 - 60:	As listed on the "Table of Contents" Exhibit List provided with the Staff Report
Exhibit 61:	Letter, Request for Consolidation, October 16, 2023
Exhibit 62:	Revised Permit Application, October 16, 2023
Exhibit 63:	Written comment from Annette Bowden, October 11, 2023

On November 3, 2023, the Examiner issued a Recommendation to approve the Development Agreement subject to revisions and to approve the BSP subject to conditions (the "Recommendation"). On November 20, 2023, Applicant WED 3 filed a timely Request for Reconsideration (the "Request") in which it asked the Examiner to "remove from the recommendation the requirement that the roundabout must be completed before any Certificate of Occupancy are [sic] issued." (Exhibit 65, PDF 7) On November 21, 2023, the Examiner issued an Order inviting comments on the Request as required by SMC 17.20.380(8). On November 30, 2023, the Washington State Department of Transportation ("WSDOT") submitted a written comment. On December 13, 2023, the Stanwood Public Works Director submitted a written comment. No other comments were received. The documents described in this paragraph are herewith entered into the hearing record as follows:⁷

Exhibit 64:	Hearing Examiner Recommendation, November 3, 2023
Exhibit 65:	Request for Reconsideration, filed November 20, 2023

⁶ WED 3 had also submitted a request for vacation of a portion of the 268th Street NW right-of-way. WED 3 and CDD operated throughout the staff review period on the premise that all three requests (Development Agreement, Preliminary BSP, and right-of-way vacation) would be consolidated for review, although the record contains no formal request from WED 3 to do so. For example, the Notice of Application and Notice of Hearing both list all three requests. (Exhibits 21; 25) On October 16, 2023, WED 3 formally requested that only the Development Agreement and the Preliminary BSP be consolidated for review. (Exhibits 61; 62) Therefore, the Examiner has no jurisdiction over the right-of-way vacation request because it is a Type V application which is outside of his jurisdiction. This Recommendation will not address the right-of-way vacation other than to mention it in the context of explaining the project. Elimination of the right-of-way vacation request from the consolidation has no adverse legal effect upon the public noticing since the public notices listed more applications than are now before the Examiner. The right-of-way vacation request, a Type V land use application, will be considered by the City Council in accord with Stanwood Municipal Code ("SMC") procedures.

⁷ Paragraph and exhibit list following added after reconsideration .

- Exhibit 66: Order Accepting a Request for Reconsideration and Inviting Comments, issued November 21, 2023
- Exhibit 67: Comment, Roland Storme, WSDOT, filed November 30, 2023
- Exhibit 68: Comment, Kevin Hushagen, Stanwood Public Works Director, filed December 13, 2023

Subsection 17.80.360(3)(a) SMC requires that decisions on Development Agreements and preliminary BSPs be issued within 120 net review days after the application is found to be complete. The Examiner's open record hearing was held beyond that day. The SMC provides that an extension of the timeline may be mutually agreed upon by the City and the applicant. [SMC 17.80.360(3)(a) and (4)(d)] WED 3 waived any irregularities in the application processing timeline. (Testimony)

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

FINDINGS OF FACT

1. WED 3 is proposing a mixed-use development of approximately 21.8 acres located in the northeast quadrant of the 72nd Avenue NW/SR 532 intersection. The proposal consists of 444 apartment units of varying sizes and 72 townhouse units, for a total of 516 residential units, plus 26,000 square feet ("SF") of retail and office space, 7,130 SF of recreational amenities for the residential occupants, and approximately 468,081 SF (10.75 acres or 49% of the subject property) of Native Growth Protection Area ("NGPA") to preserve the on-site wetlands and Church Creek as it flows southerly through the subject property. WED 3's Preliminary BSP proposes to vacate a portion of the 268th Street NW right-of-way and reroute it (more or less) through the center of the subject property. Recreational amenities and open space, storm water management, water and sewer infrastructure, and street and landscaping improvements are all included in the project. WED 3 proposes to develop *Cedarside Commons* in three phases, with each phase taking about two years. (Exhibits 3 – 8; 11 – 14; 18)

A far more detailed description of the *Cedarside Commons* proposal is contained in Appendix I; a rendering of the proposal is contained in Appendix II. The Phasing Plan is set forth in Appendix III. The proposed Development Agreement will be found in Appendix IV.

2. The subject property is a mostly rectangular property with a curved southern border (following the current 268th Street NW right-of-way) and a rectangular "exception" in the northwest corner. The "exception" is an approximate 1.25 acre parcel, approximately 195 feet east-west by 259 feet north-south, currently owned by the City. The "exception" is identified as Parcel A on Exhibit 9. The City and WED 3 were, as of the date of the Examiner's hearing, in negotiations to enter into a Purchase and Sale Agreement to sell Parcel A to WED 3. Parcel A is not part of the current plan for *Cedarside Commons*. If WED 3 does acquire Parcel A and if it wants to include it in the *Cedarside Commons*

development, separate application(s) will be required.⁸ (Exhibits 1, PDF 3; 4, Sheet S1; 6, Sheet C1.0; 9; 19, PDF 12 & 13; testimony)⁹

3. The subject property is bordered on the west by 72nd Avenue NW with Stanwood High School across the street. It is bordered on the north by the City's Church Creek Park.¹⁰ To the east is undeveloped property located outside the City limits but within the City's adopted Urban growth Area ("UGA") whose owner has approached the City regarding a development similar in nature and scope to *Cedarside Commons*. The subject property is bordered on the south by the 268th Street NW right-of-way, to the south of which is the SR 532 right-of-way. South of SR 532 is a large mixed-use development containing commercial and residential uses. (Exhibits 1, PDF 3; 17, PDF 10; testimony)
4. The zoning pattern around the 72nd Avenue NW/SR 532 intersection is diverse. The subject property and Parcel A are both zoned Traditional Neighborhood (TN). They are the only properties in the area so zoned. Church Creek Park to the north is zoned Public Open Space (POS). The mixed-use development across SR 532 from the subject property and the high school is zoned General Commercial with a Mixed-Use Overlay. The high school property is zoned Single Family Residential – 9.6 (SR 9.6). The property to the east of the subject property lies outside the City Limits but within the City's UGA. Its current anticipated zoning upon annexation is Light Industrial (LI) with a Master Plan Overlay. However, CDD believes that post-annexation designation is likely to change when the 2024 Comprehensive Plan update process occurs. (Exhibit 1, PDF 3; testimony; Official Notice of high school site zoning designation, https://stanwoodwa.org/DocumentCenter/View/4815/ZoningMap_2021?bidId=, last viewed October 29, 2023)
5. The majority of the subject property exhibits a moderate downward slope towards the east and southeast. Church Creek flows through the eastern part of the subject property from north to south in a broad ravine approximately 35 to 40 feet below the elevation of the majority of the site. The Church Creek ravine and the northern portion of the subject property are wooded; the bulk of the site is open grass land. Numerous wetlands exist within the northeastern and eastern portions of the subject property. None of the wetlands will be impacted by *Cedarside Commons*; some wetland buffer averaging and compensatory mitigation, as allowed by the SMC, is proposed. (Exhibits 1, PDF 3; 8; 11; 12, PDF 6 & 37)
6. WED 3 is requesting to enter into a Development Agreement with the City to govern the development of *Cedarside Commons* for up to a 15-year development period. (Exhibit 19) The Development Agreement will set the standards to which *Cedarside Commons* will be vested for the term of the agreement. The Development Agreement will terminate when *Cedarside Commons* is completed or after 15 years, whichever comes first. The Development Agreement proposes that several "deviations" from standard SMC requirements be allowed:

⁸ WED 3 stated in the Request that it has now acquired title to Parcel A. (Exhibit 65, PDF 7)

⁹ Footnote 10 added after reconsideration.

¹⁰ Interestingly, park users have established disc golf fairways, tee boxes, disc baskets, and paths within the subject property. (Exhibit 11, PDF 2)

- A. Increased residential density. The TN zone's maximum residential density is 20 dwelling units ("DU") per acre. [SMC 17.60.030] Based on the 21.8 acres comprising the subject property, the maximum residential dwelling unit yield would be 436 DU. WED 3 is seeking approval for 516 DUs, representing a density of 23.67 DU per acre. (Exhibit 3, PDF 3 & 4)

WED 3 seeks this deviation to offset

the high costs that this project will face for the 268th St. NW [right-of-way] relocation and construction, the additional lane improvements along the east frontage of 72nd Ave NW, the new "compact" roundabout at the intersection of SR 532 and 64th Ave NW, and the high cost of offsite utility improvements that have been identified will be required for this project

(Exhibit 3, PDF 3)

- B. Two instead of three housing types. The TN zone requires a mix of three housing types (*e.g.*: single-family detached, townhouse, multi-family, cottage, etc.) unless the development devotes more than 10% of its land area to commercial uses, in which case only two housing types are required. [SMC 17.47.040(1) & (4)] *Cedarside Commons* proposes to devote only 3% of its site area to commercial land uses, but wants to limit the number of housing types to two: Townhouses and apartments.

WED 3 seeks this deviation

based on the significant areas of the site that are reserved as undeveloped critical areas. This has significantly hindered the ability to place a larger portion of the commercial area at the most leasing advantages ground floor location. The reserved undeveloped areas coupled with onsite parking requirements, shared activity spaces for the residents, and the enlarged [right-of-way] development has limited the opportunities to develop prime at grade commercial spaces.

(Exhibit 3, PDF 5) Using more than 10% of the subject property for commercial uses is not realistic: The Planning Commission supports this deviation because of the substantial commercial vacancies within the City. (Exhibit 24, PDF 5) In addition, a substantial commercial area is directly across SR 532 from the subject property. WED 3 also notes that a significant demand for apartment dwellings exists in the Stanwood area. (Exhibit 3, PDF 5)

- C. Reduced on-site parking. The SMC would require 1,137 on-site parking stalls to serve the proposed mix of residential and commercial uses. The Institute of Transportation Engineers

(“ITE”) Manual calculates only 842 on-site parking spaces for the same mix of uses.¹¹ (Exhibit 1, PDF 21)

Subsection 17.105.050(2) SMC allows the CDD Director to administratively reduce the number of required on-site parking spaces when supported by a study by a professional traffic engineer. Parking demand information has been provided by WED 3’s traffic engineer. (Exhibits 15; 59) WED 3’s site plan depicts 900+ on-site parking spaces, some 24% more than recommended by the ITE Manual.¹² (Exhibit 4, PDF 1)

- D. Tandem parking. Tandem parking is where a double-length parking stall is provided so that one car may park behind another in the same stall. The SMC does not address tandem parking. In WED 3’s experience, “tandem stalls are frequently provided as assigned stalls for the larger 2- and 3-bedroom units in mixed use projects of this scope.” (Exhibit 3, PDF 7) WED 3 proposes to provide 115 tandem parking stalls (230 parking spaces) reserved for use by 2- and 3-bedroom apartment units. (Exhibit 1, PDF 21)
- E. Building height. Two of the proposed apartment buildings (A1 and A2) exceed the SMC’s height limit because of the site’s southerly slope coupled with the requirement that building height be measured at the front (lower grade) façade of the building. Building C (mixed use) also exceeds the SMC’s maximum. Depending on the portion of the roof considered, Buildings A1 and A2 exceed the height limits by between about 4 to 10 feet; the flat-roofed portion of Building C exceeds the height limit by less than one foot. (Exhibit 1, PDF 19)

The “roof elements are highly articulated with variable height parapets” which “will not only provide more interesting and articulated roof elements but also shield from view the roof top mechanical units planned for these structures.” (Exhibit 3, PDF 14)

- 7. The City Planning Commission held a public meeting on April 10, 2023, at which it received comments from the public and discussed *Cedarside Commons*. (Exhibits 22 - 24) “The Commissioners support the majority of deviations being requested by the developer including a reduction in commercial density since Stanwood currently has many vacant businesses. However, they have significant concerns about the requested parking deviation.” (Exhibit 24, PDF 5)
- 8. The City received 24 written comments on *Cedarside Commons* from members of the public, most submitted shortly after the Notice of Application was published in late 2022. (Exhibits 28 – 50; 63) Most of the commenters opposed the location of the project more than the project itself. Primary

¹¹ WED 3’s Project Narrative, Traffic Impact Analysis, and Parking Management Plan contain slightly different numbers for on-site parking demand. (Exhibits 3, 15, & 59, respectively) Suffice it to say, all four of the record documents which contain calculations for required parking (Exhibits 1; 3; 15; 59) reach the same basic conclusion: The amount of parking required by the SMC is significantly higher than the number recommended by the respected ITE Manual.

¹² The Parking Management Plan includes 104 on-site parking spaces on Parcel A under the assumption that Parcel A will become part of *Cedarside Commons* with a building pad and parking. (Exhibit 59, PDF 1) Since Parcel A has not been included in the proposed site plan, the Examiner has ignored that possible future occurrence. As noted previously, future addition of Parcel A will require amendment to the site plan.

issues of concern were: Traffic congestion on 72nd Avenue NW in the vicinity of the high school and the SR 532 intersection; potential impact to Church Creek; school overcrowding; out-of-character with the area; and lack of compliance with all TN zone requirements.

There was no testimony from the public at the Examiner's public hearing.

9. 268th Street NW, a Local street, intersects 72nd Avenue NW, an Urban Major Collector street, approximately 100 feet north of the 72nd Avenue NW/SR 532 signalized intersection. Because of the short distance to the traffic lights, left turns westbound to southbound from 268th Street NW are currently prohibited. WED 3 proposes to realign 268th Street NW through the subject property such that it will intersect 72nd Avenue NW in alignment with the southern high school entrance, about 480 feet north of the 72nd Avenue NW/SR 532 intersection. Full turning movements will be possible at that location. (Exhibits 1, PDF 5; 3, PDF 11; 15, PDF 2)
10. WED 3's traffic engineers predict that *Cedarside Commons*, when fully developed, will generate an average of approximately 2,790 daily vehicle trips ("ADT"), of which approximately 260 will occur during the morning peak travel hour and approximately 270 will occur during the evening peak travel hour. (Exhibit 15, PDF 7)

The City has established Level of Service ("LOS") standards for City streets. (Exhibit 15, PDF 7) The only intersection predicted to exceed the applicable LOS is the 64th Avenue NW/SR 532 intersection. (268th Street NW intersects 64th Avenue NW east of the subject property at the outer edge of the currently designated UGA.) WED 3, the City, Snohomish County, and WSDOT have studied the traffic situation extensively and have concluded that converting the 64th Avenue NW/SR 532 intersection from stop-controlled on the minor (64th Avenue NW) approach to a roundabout will alleviate the deficiency. (Exhibits 15 – 17; 52; 57; 67; 68)¹³

11. Stanwood's State Environmental Policy Act ("SEPA") Responsible Official issued a Mitigated Determination of Nonsignificance ("MDNS") for *Cedarside Commons* on August 1, 2023. (Exhibit 10) The MDNS was not appealed. (Testimony) The mitigation measures within the MDNS relate primarily to traffic impact and require construction of a roundabout at the 64th Avenue NW/SR 532 intersection among other traffic-related requirements. Other MDNS mitigation measures address NGPA impacts. All MDNS mitigation measures have been carried forward by CDD as recommended conditions of Preliminary BSP approval. (Exhibit 1, PDF 50 - 52)
12. Church Creek is a Type 2 stream which, under the SMC, requires a 100-foot wide buffer plus a 15-foot building setback. If the required buffer extends beyond a regulated steep slope, then the outer edge of the buffer is 25 feet beyond the top of the slope. (Exhibit 11, PDF 9) The proposed site plan will create an NGPA which will meet or exceed those requirements. (Exhibits 5, Sheet L1.00W; 11, PDF 3)

¹³ WSDOT acronym used without explanation as it was previously introduced in new text; last two exhibit citations added after reconsideration.

Eight wetlands are wholly or partially located on the subject property. Wetlands A, F, and G are depressional wetlands located in the wooded portion of the upland part of the subject property; Wetlands B – E and H are riverine wetlands located along the shore of Church Creek. (Exhibit 11, PDF 3 & 10) None of the wetlands will be directly affected by the proposed development; all will be provided with buffers to protect them from incursion by humans. Some buffer reduction and averaging, as allowed by the SMC, are proposed. (Exhibits 1, PDF 31 – 34; 3; 11)

13. The nearest public schools to *Cedarside Commons* are Cedarhome Elementary, Stanwood Middle, and Stanwood High Schools. The Stanwood/Camano School District (“School District”), taken as a whole, has sufficient classroom capacity to accommodate expected enrollment from students living in *Cedarside Commons*. However, some schools in Stanwood are at or over capacity; some schools on Camano Island, in particular, are under capacity. Cedarhome is one of the most crowded schools in the School District. “School assignment is contingent on available space at time of enrollment. School [attendance] boundaries may be changed, therefore, there is no guarantee students will attend [the nearest] school.” (Exhibit 54; testimony) WED 3 pointed out that about 50% of the dwelling units will be studio or one-bedroom, suggesting that those units would not be as likely to generate many students. (Testimony)

The School District does not currently have an impact fee program. (Exhibit 1, PDF 43) CDD held discussions with the School District regarding development of an impact fee program. The result of those discussions was a conclusion that the School District could not legally justify an impact fee program because it still has some available classroom capacity. (Exhibit 1, PDF 48 & 49; testimony)

14. CDD prepared an in-depth Staff Report addressing all criteria for Preliminary BSP approval and responding to the written citizen comments. (Exhibit 1) Nobody challenged CDD’s analyses and conclusions. A few clerical corrections were made to the Staff Report during the hearing:
 - A. PDF 1. The Report lists four Tax Account Numbers. As has been noted, Parcel A (the fourth Tax Parcel Number listed in the Report) is not part of the current application.
 - B. PDF 2, §I.B. The “preliminary plat” reference is incorrect: No preliminary plat is being proposed. Both application dates are incorrect: The submittal date was August 31, 2022; the date of completion was September 15, 2022.
 - C. PDF 3, § C. Parcel A is not part of the application.
 - D. PDF 5. The total intersection distances on the two figures do not match. The new intersection distance will be about 360 feet north of SR 532.
 - E. PDF 15, bottom row, right hand cell. The “X-X” was a placeholder for “38 – 41.”
 - F. PDF 24, row two, right hand column, fourth line. “24recommendation” should be simply “recommendation.”

- G. PDF 43, § C. The “preliminary plat” reference is incorrect: No preliminary plat is being proposed.
- H. PDF 44. Discussion of SMC 16.40.020(9) would logically occur on this page. That SMC section provides that approved Preliminary BSPs are valid for three years. That 3-year term is proposed to be modified by the Development Agreement to match the 15 year term of the Agreement. (Testimony)

Subject to those corrections and the Findings of Fact set forth herein, the CDD analyses and conclusions in Exhibit 1 at PDF 1 – 49 are incorporated herein by reference as if set forth in full.

- 15. CDD recommends approval of the Development Agreement and approval with conditions of the Preliminary BSP. (Exhibit 1, PDF 50 – 55)

WED 3 supports the CDD Staff Report and recommended conditions. (Testimony)

- 16. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

LEGAL FRAMEWORK ¹⁴

The Examiner is legally required to prepare this recommendation within the framework created by the following principles:

Authority

A proposed development Agreement is a Type IV application which is subject to an open record hearing before the Examiner who forwards a written recommendation to the Council. The proposed binding site plan is a Type III application which is subject to an open record hearing before the Examiner whose decision is final subject to reconsideration and judicial appeal. [SMC 17.80.230, Table 1; SMC 17.80.310, Table 3A]

When an applicant elects to consolidate the processing of two or more applications of different types, the process for the highest numbered component application controls the consolidated applications. [SMC 17.80.250] WED 3 formally elected to consolidate the development agreement and binding site plan applications. (Exhibit 61) Therefore, the consolidated applications have been processed as Type IV applications.

Review Criteria

Development Agreement

The SMC contains no specific review criteria for Development Agreements. [SMC 17.60.060] In the absence of specific review criteria, the Examiner will consider whether the public use and interest of the City and its citizens would be served by entering into the proposed Development Agreement.

¹⁴ Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

Preliminary Binding Site Plan

The review criteria for preliminary binding site plans are contained in SMC 16.40.020(6) and .040(1):

The city shall review the proposed binding site plan to determine whether it meets the following criteria:

- (a) Comprehensive Plan – whether the proposed binding site plan and development of the parcel conforms to all elements of the Comprehensive Plan.
- (b) Zoning – whether the proposed binding site plan meets the zoning regulations.
- (c) Physical setting – whether the binding site plan properly takes into account the topography, drainage, vegetation, soils and any other relevant physical elements of the site.
- (d) Public services – whether adequate services are available, including:
 - (i) Adequate water supply.
 - (ii) Adequate sewage disposal.
 - (iii) Appropriate storm drainage improvements.
 - (iv) Adequate fire hydrants.
 - (v) Appropriate access to all anticipated uses within the plan.
 - (vi) Provisions for all appropriate deeds, dedications, and/or easements.
 - (vii) Examination of the existing streets and utilities and how the proposed binding site plan relates to them.
- (e) Environmental issues – examination of the project through the SEPA process and a determination of whether the proposed binding site plan complies with the SEPA requirements.

[SMC 16.40.020(6)]

No binding site plans shall be approved unless appropriate provisions are made for, but not limited to:

- (a) The public health, safety and general welfare.
- (b) Public use reservations.
- (c) *Street right-of-way, realignment, dedication or widening.* If the city concludes that the street right-of-way adjacent to a proposed binding site plan is inadequate for widening, and realignment of the existing street is necessary as a direct result of the proposed development, then the city may require a dedication of necessary right-of-way and improvement of that right-of-way. Nothing herein shall prohibit voluntary agreements with the city that allow a payment in lieu of dedication of land or to mitigate a direct impact that has been identified as a consequence of a binding plan as authorized by Chapter [82.02](#) RCW.
- (d) All applicable provisions of the zoning code.

[SMC 16.40.040(1)]

Vested Rights

“An application for a permit or project permit listed as a Type I – V permit, except those which seek variance from land use regulations, shall be considered under the development regulations in effect on the date of a complete application. ...” [SMC 17.80.210(1); exceptions are set forth in SMC 17.80.210 (3)–(8)]

Therefore, this application is vested to the development regulations as they existed on September 15, 2022.

Standard of Review

The standard of review is preponderance of the evidence; the applicant has the burden of proof. [SMC 17.80.370(3)(a)] “All findings and conclusions necessary to the issuance of a decision shall be based upon reliable evidence.” [SMC 17.80.370(3)(c)]

Scope of Consideration

The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

CONCLUSIONS OF LAW

1. The design of *Cedarside Commons* is consistent with the the City’s vision for this end of the City as reflected by the existing zoning. Those who want the subject property to evidence a low density, low-rise, small town character are envisioning something that is not consistent with the existing and planned zoning of the area. The TN zone, even in its basic character without the flexibility provided by a Development Agreement, is a relatively high density zone which allows buildings up to 65 feet high. (Exhibit 1, PDF 17) The currently planned, post-annexation LI zoning for the acreage to the east of the subject property does not evidence a rural, bucolic vision. The existing mixed-use development across SR 532 from the subject property can hardly be called small town, rural.

Development Agreement

2. The Examiner believes that it would be outside his purview to advise the Council on legal aspects of the proposed Development Agreement. That should rightfully be the purview of the City Attorney. Based on that belief, this Recommendation will not address those aspects of the Agreement.
- 3.¹⁵ The Examiner has a number of changes to the Draft Development Agreement that he believes the Council should consider. There is one two major suggestion (discussed in Subsection I, below) and a number of minor suggestions. A previously recommended major suggestion (discussed in Subsection D, below) has been removed from this Revised Recommendation. Each will be explained chronologically as they appear in the text. The proposed changes are depicted on the annotated copy of the Draft Development Agreement contained in Appendix IV:
 - A. First page, second Recital. The third line refers to *Cedarside Commons* as a “516-unit multi-family project”. The SMC defines “multi-family” residence as one for three or more families. [SMC 17.20.140] The SMC defines a “townhouse” as a residence attached to two or more

¹⁵ First paragraph revised after reconsideration.

other residences, with none above one another. [SMC 17.20.210] Thus, there could be some overlap in the definitions. But *Cedarside Commons* most definitely has both multi-family apartments and townhouses. The Examiner suggests that “516-unit multi-family project” be changed to “516-unit multi-family/townhouse project” in each place where that term appears.

- B. Section 1. This section describes the project in words, but it does not tie it to the Preliminary BSP plans that were reviewed during the Examiner’s hearing. The Examiner believes that the Development Agreement should specifically and clearly tie the Development Agreement and Preliminary BSP together. The Examiner suggests wording to do that in the first paragraph of this section.

Also in the first paragraph and in many other locations throughout the Draft Development Agreement, the word “townhome” is used. This is a very minor point, but since the SMC uses the word “townhouse,” not “townhome,” the Examiner believes that “townhouse” should be used throughout the Development Agreement to avoid a possible source of confusion or future dispute.

- C. Section 8, last line. The term “multi-family” should be replaced with “multi-family/townhouse” for the reason explained previously.
- D.¹⁶ Section 10, “Traffic Mitigation.” The reference to “64th Street N.W.” should be changed to “64th Avenue NW.”

Of major importance is the 64th Avenue NW/SR 532 intersection. The MDNS (Exhibit 10) states that traffic from *Cedarside Commons* will cause that intersection to operate below the established LOS. The MDNS lists five mitigation measures [that] are required to meet concurrency.

- a. A roundabout shall be installed as a traffic-management measure at the intersection of 64th Avenue NW and SR 532 to meet the level of service standards at the intersection from the approximately 517 new residential units that will utilize this intersection.
- b. The applicant will provide a performance bond in the amount of 150% the cost of the roundabout within 60 days after completion of the Intersection Control Evaluation (ICE) with WSDOT.
- c. The City will prepare and submit the WSDOT permit for construction of the roundabout.
- d. The applicant will begin construction of the roundabout within thirty days after the issuance of the right-of-way permit from WSDOT.

¹⁶ Subsection D, beginning with the second paragraph, revised after reconsideration.

- e. If another development unrelated to this project impacts the design of the roundabout prior to construction of the roundabout beginning, then the applicant shall enter into an agreement with the City and the other development proponent to facilitate final design and construction of the roundabout.

(Exhibit 10, PDF 2 & 3)

At the time of the hearing, WSDOT wanted the City to block 268th Street NW at the east edge of *Cedarside Commons* until the roundabout was complete. (Exhibit 57, especially PDF 2) In its Reconsideration comment, WSDOT reiterated that it “does not support occupancy for this project prior to the construction of the roundabout unless it can be demonstrated, to the satisfaction of WSDOT, that traffic from the development will not adversely impact the operation of the intersection of SR532 and 64th Avenue NW.” (Exhibit 67, PDF 1)

At the time of the hearing, Stanwood Public Works objected to blocking 268th Street NW. (Testimony) In his Reconsideration comment, the Public Works Director stated that the City is actively engaged with WSDOT in the required ICE. (Exhibit 68, PDF 1) The Director pointed out that neither the City nor WED 3 have any control over WSDOT’s timing. Finally, the Director stated that if a fee-in-lieu-of situation developed, the City would build the roundabout using collected impact mitigation monies. (Exhibit 68, PDF 2)

In its Reconsideration, WED 3 points out that RCW 36.70A.070(6)(b) provides that “Concurrency means that the improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.” (Exhibit 65, PDF 6, emphasis added) That concept is embodied in the SMC’s definition of “concurrency:” “‘Concurrency’ means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvement or strategies within six years.” [SMC 17.148.030(5), emphasis added]

Subsection 17.148.070(3)(c)(iii) SMC provides that if a project will result in an LOS below the established standard, the developer has several options, one of which is to “Mitigate the impacts of the project to ensure concurrency.”

In the Recommendation, the Examiner relied on the stated positions of WSDOT and Public Works, failed to consider the state law and SMC definitions of “concurrency,” and recommended that the last paragraph in “Traffic Mitigation” be amended to simply state that the roundabout must be completed before issuance of any certificates of occupancy.

As a result of the Reconsideration process, the Examiner recognizes that he erred: Under state law and local ordinance the actual, physical mitigation of a traffic impact does not need to be completed prior to the development’s completion so long as a financial plan is in place

to complete the work within six years of development approval. The MDNS mitigation conditions create just such a plan. The Examiner's recommendation to revise the Development Agreement was inconsistent with state law and Stanwood ordinance. That error will be corrected by eliminating the previously recommended changes.

- E. Section 11. The word "Developers" which appears twice in this paragraph is incorrect. WED 3 and CDD agree that they intended to use the word "Development."
- F. Section 15.3. The term "multi-family" which appears twice in this section should be "multi-family/townhouse" for reasons stated previously.
- G. Section 15.3. The way this section is written could be interpreted to require submittal of only one final site development plan. Such an interpretation would be contrary to the phased development approach desired by WED 3 and supported by CDD (and the Examiner). The BSP process is a two-step review: Preliminary site plan followed by final site plan. [SMC 16.40.020 & .030] The text of this section should be revised to make clear that final BSPs may be submitted in phases.
- H. Section 16.1. This section states that curbs, gutters, and sidewalks are to remain outside of the dedicated 268th Street NW right-of-way through *Cedarside Commons*. WED 3 testified that this provision was intended to allow it to control the irrigation system within the planter strips. The preliminary plans indicate that those facilities will be within the dedicated right-of-way. (Testimony) Private ownership of curbs, gutters, and sidewalks would be very unusual; the Examiner sees no public use or benefit from such private ownership. The Examiner recommends that that provision be stricken.
- I. Section 24. This section includes wording to implement an authority granted by RCW 36.70B.170(4), sentence 3: "A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety." Here, however, the Development Agreement would allow the Council to impose regulations for that purpose only during the first five years of the 15-year agreement term.

Such a five-year limitation of the Council's authority is not required by the authorizing RCW, nor would it serve the public use and interest. The Examiner believes that the Council should reserve the right to amend regulations to address "a serious threat to public health and safety" through the entire term of the Development Agreement. The Examiner recommends a simple text change to effect that change.

- 4. The SMC contains no review criteria for development agreements. Section 17.80.100 SMC does contain five requirements for development agreements, the relevant portions of all of which are fully met by the current proposal:
 - A. Subsection (1): "The city may enter into a development agreement with a person having ownership or control of property within the city's jurisdiction. The city may enter into a

development agreement for property outside its boundaries as part of a proposed annexation or service agreement..”

Analysis: WED 3 owns the approximate 21.8 acres of land, located inside the City Limits, which is the subject of the proposed Development Agreement. This requirement (essentially a precondition) is met.

- B. Subsection (2): “A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the property for the duration specified in the agreement.”

Analysis: Sections 1 – 16 of the Draft Development Agreement contain specific development standards and procedures that will govern the development of *Cedarside Commons*. This requirement is met.

- C. Subsection (3): “A development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. The city and project applicants may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities.”

Analysis: Off-site improvements to the City water and sewer systems are necessary to satisfactorily serve *Cedarside Commons*. (Exhibit 18) Those requirements need not be in the Development Agreement. The MDNS allows other developers to share the cost of the off-site 64th Avenue NW/SR 532 roundabout under certain conditions. This requirement is met.

- D. Subsection (4): This subsection is procedural only and imposes no requirements on the Development Agreement *per se*: “The city shall only approve a development agreement by ordinance or resolution after a public hearing.”

- E. Subsection (5): “A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.”

Analysis: Section 24 of the proposed Development Agreement, as recommended for amendment by the Examiner, reserves the City’s authority under RCW 36.70B.170(4) to impose new or different regulations to the extent required by a serious threat to public health and safety. This requirement is met.

5. ¹⁷ The Examiner concludes that execution of the proposed Development Agreement, with the revised amendments recommended by the Examiner, will serve the public use and interest. The deviations to standards that are reflected in the Agreement appropriately address issues that affect a large, complex development such as *Cedarside Commons*. The Agreement will provide consistency and predictability over the lengthy build-out period of this project. Such consistency and predictability are valuable to both WED 3 and the City. The notion that a development agreement may include

¹⁷ First sentence revised after reconsideration.

deviations from normal standards is a built-in element of the development agreement process. The Examiner concludes that that flexibility has not been abused in this application.

- 6.¹⁸ Approval of the proposed Development Agreement, with the revised amendments recommended by the Examiner, will serve the public use and interest of Stanwood and its citizens.

Preliminary Binding Site Plan

7. The CDD Staff Report contains a lengthy analysis of Comprehensive Plan conformance. (Exhibit 1, PDF 4 – 11) That analysis and its conclusions were not challenged and are incorporated herein by reference as if set forth in full. The proposed Preliminary BSP complies with the approval criteria in SMC 16.40.020(6)(a).
8. Subject to the provisions within the associated Development Agreement, the BSP complies with zoning code requirements. The proposed Preliminary BSP complies with the approval criteria in SMC 16.40.020(6)(b).
9. The proposed design and layout work with and respect the most sensitive features of the subject property. Nearly 50% of the subject property is to be set aside as permanent NGPA to preserve the on-site wetlands and streams. The proposed Preliminary BSP complies with the approval criteria in SMC 16.40.020(6)(c).
10. Water and sewer services are available subject to developer-funded off-site improvements. The preliminary plans for stormwater runoff control show compliance with the City's adopted regulations. The proposed internal drive system will provide appropriate access to all on-site parking stalls. The relocation of 268th Street NW will result in a net benefit to the community by significantly increasing the separation of the 268th Street NW and SR 532 intersections on 72nd Avenue NW. Aligning the 268th Street intersection with the High School intersection is also a major benefit, both for the short term and the long term (potential to install traffic signals if ever warranted). The proposed Preliminary BSP complies with the approval criteria in SMC 16.40.020(6)(d).
11. The proposal avoids direct impact to all of the on-site wetlands and provides code-compliant buffers for all wetlands, Church Creek, and Stream A. Preservation of nearly 50% of the total site as permanently protected NGPA demonstrates a strong commitment to environmental consciousness. The proposed Preliminary BSP complies with the approval criteria in SMC 16.40.020(6)(e).
12. The evidence, as discussed previously throughout this Recommendation, demonstrates compliance with the criteria in SMC 16.40.040(1).
13. The Preliminary BSP for *Cedarside Commons* meets all criteria for approval.
14. The recommended conditions of approval as set forth in Exhibit 1 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:

¹⁸ Revised after reconsideration.

- A. A clear and direct linkage between this Preliminary BSP and the associated Development Agreement should be a part of the Preliminary BSP conditions. A new condition to accomplish that will be added.
 - B. The Examiner normally holds to the position that changes to MDNS conditions may not be considered absent an overt appeal from the threshold determination (which would give the Examiner authority to consider changes). The Examiner does not believe that position prevents the Examiner from making minor, non-substantive changes that make the MDNS conditions blend better with the remaining conditions. In addition, CDD testified that Recommended Conditions 11 and 12 are now moot as their requirements have already been fulfilled. The Examiner agrees with that testimony. Therefore, those two conditions will be omitted and minor, non-substantive wording changes in other MDNS conditions will be made.
 - C. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 1, 4, 7.b, 7.d, 7.e, 8, 10.b, 13.a, 13.b, 15, 20, 24, 29, 32, 33, 36 - 38, 41, and 42 will improve parallel construction, clarity, and flow within the conditions. Such changes will be made.
15. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

Remainder of page intentionally left blank. ¹⁹

¹⁹ Text added after reconsideration.

RECOMMENDATION: REVISED AFTER RECONSIDERATION ²⁰

Based upon the preceding Findings of Fact and Conclusions of Law, the testimony and evidence submitted at the open record hearing, and the Examiner's site view, the Examiner recommends that the City Council:

- A. **APPROVE** the proposed Development Agreement as set forth in Appendix IV hereto; and
- B. **APPROVE** the proposed Preliminary Binding Site Plan **SUBJECT TO THE ATTACHED CONDITIONS.**

Revised recommendation issued December 15, 2023. ²¹

\s/ *John E. Galt*

John E. Galt
Hearing Examiner

HEARING PARTICIPANTS ²²

Carl Pirscher
Tansy Schroeder

Dan Nelson
Andrew McKinley

NOTICE of COUNCIL CONSIDERATION ²³

This Recommendation becomes the Examiner's final and conclusive action as of the eleventh business day after the date of mailing of the Recommendation unless reconsideration is timely requested. If reconsideration is timely requested, the order granting or denying reconsideration becomes the Examiner's final and conclusive action. The Examiner's final Recommendation will be considered by the Stanwood City Council in accordance with the procedures for Type IV actions in Chapter 17.80 SMC. Please contact the Department of Community Development for information regarding the scheduling of Council consideration of this Recommendation. Please have the applicant's name and City file number available when you contact the City.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

²⁰ Title revised after reconsideration.

²¹ Text and date revised after reconsideration.

²² The official Parties of Record register is maintained by the City's Hearing Clerk.

²³ NOTICE OF RIGHT OF RECONSIDERATION paragraph deleted after reconsideration: A reconsidered action is not again subject to reconsideration. [SMC 17.80.380(8)(c)]

CONDITIONS OF APPROVAL
22-0121
CEDARSIDE COMMONS

This Preliminary Binding Site Plan is subject to compliance with all applicable provisions, requirements, and standards of the Stanwood Municipal Code, standards adopted pursuant thereto, and the following special conditions:

Site Development Approval:

1. This Preliminary Binding Site Plan is subject to all terms, conditions, and requirements of the approved, associated Development Agreement entered into between the City and the Developer.
2. The Preliminary Architectural Plans and Site Plan, Preliminary Landscape and Planting Plan, and Preliminary Civil Construction Plans (Exhibits 4 - 6) shall be the approved plans. Minor modifications to the plans may be approved by the Community Development Director or Public Works Director if the modifications do not: 1) involve more than a 10% increase in the area or scale of the development, 2) have a significantly greater impact on the environment and facilities, and 3) change the boundaries of the originally approved plan.
3. All applicable components of the Stanwood Municipal Code shall be followed.
4. The approved permit shall expire in accordance with SMC 17.80.395.
5. Binding site plan and Development Agreement approval authorizes the permittee to proceed with application for necessary permits to construct the required improvements and to prepare construction drawings in accordance with the determinations made and conditions imposed.
6. No permits and construction pursuant to the proposed development shall begin or be authorized until expiration of the project's appeal period.
7. All solid waste disposal and storage areas shall be enclosed with block or wood fencing and be screened from all public areas.

MDNS Conditions:

8. Pursuant to the traffic study, the approximately 517 new residential units from this development are anticipated to degrade the level of service (LOS) of the 64th Avenue NW and State Route 532 intersection below adopted service levels. As such, the Developer must provide mitigation to meet traffic concurrency. The below mitigation measures are required to meet concurrency.

- a. A roundabout shall be installed as a traffic-management measure at the intersection of 64th Avenue NW and SR 532 to meet the level of service standards at the intersection from the approximately 517 new residential units that will utilize this intersection.
 - b. The Developer will provide a performance bond in the amount of 150% the cost of the roundabout within 60 days after completion of the Intersection Control Evaluation (ICE) with WSDOT.
 - c. The City will prepare and submit the WSDOT permit for construction of the roundabout.
 - d. The Developer will begin construction of the roundabout within thirty days after the issuance of the right-of-way permit from WSDOT.
 - e. If another development unrelated to this project impacts the design of the roundabout prior to construction of the roundabout beginning, then the Developer shall enter into an agreement with the City and the other development proponent to facilitate final design and construction of the roundabout.
9. The City will grant the Developer a credit against the traffic mitigation fees in an amount equal to, but not greater than, the cost of construction of the roundabout. The aggregate of said credits shall not exceed the maximum amount payable in impact fees.
10. A construction access plan shall be submitted and approved by the City prior to issuance of a civil construction permit.
 - a. The construction access plan shall be designed to reduce traffic conflicts with traffic from the high school, including avoiding construction truck access during school drop off and pick up windows.
 - b. If at any time during construction, the streets are not kept clean and clear, all work shall stop until the streets are cleaned and maintained in a manner acceptable to the Public Works Director.
11. A sight distance analysis shall be submitted and approved by the City prior to approval of civil construction plans and landscaping plans.
 - a. The sight distance analysis shall address sight distances for the proposed parking lots off of the re-located 268th Street NW to ensure there are no structures, landscaping, or design features that would impede sight distance.
 - b. The sight distance analysis shall also address the intersection of 268th Street NW and 64th Avenue NW.

12. A contiguous, safe walking path shall be constructed by the applicant from the subject property to Cedarhome Elementary School and Stanwood High School.
 - a. The areas of most pedestrian safety concern to the school district are the entrance to the high school across from this development, the intersection between 72nd Avenue NW and 272nd Street NW, and the pedestrian crossing on SR 532. To reduce the number of pedestrian street crossings across 72nd Avenue NW, the Developer shall provide a safe, contiguous walking path through the development that connects to the Church Creek Park trail system and safe pedestrian crossings at 276th Street NW and 68th Avenue NW, unless deemed unnecessary by the Public Works Director, for students from the proposed development to access Cedarhome Elementary.
 - b. The Developer shall provide a safe pedestrian crossing across 72nd Avenue NW for students from the proposed development to access the high school.
13. No signage shall be allowed along SR 532 for the proposed development.
14. The Developer shall provide a green space buffer between buildings A3 and A4 and SR 532 to reduce visual impacts from the requested height deviations.
 - a. The buffer shall be no less than 15 feet wide and consist of at least three rows of plantings that shall be installed in a staggered manner, 10 feet on center.
 - b. The tree species selected shall be 15 feet to 20 feet in height at the time of planting and shall attain a height of at least 30 feet at maturity. Such landscaping shall include one tree for each 30 lineal feet or fraction thereof.
15. Temporary NGPA signage and fencing shall be installed along the perimeter of the critical area buffer prior to grading activities on the property. This shall include staking the boundary, installing construction orange fencing, installing temporary signage for workers on-site, and installation of significant tree protection for the retained trees within the buffer area. This shall be completed prior to any construction activities on-site.
16. Permanent NGPA signage and split rail fencing shall be installed prior to certificate of occupancy. The City of Stanwood uses Snohomish County sign specifications. The permanent NGPA boundary shall include a split rail fence along the entire border of the critical area, signs shall be placed no greater than 100 feet apart around the perimeter of the NGPA. This shall be completed prior to final certificate of occupancy.
17. The binding site plan shall show a 15-foot building setback from the edge of the NGPA on the face of the binding site plan.

Civil Construction:

18. Prior to clearing or fill and grade beginning, construction plans consistent with city standards, including a stormwater plan, clearing and grading, site utility/infrastructure improvements, road improvements, landscaping and other plans and/or information required by the Community Development Department shall be submitted for review and approval. All design and construction shall comply with the Stanwood Municipal Code, the Stanwood Street and Utility Standards, and Appendix D of the fire code.
19. The Developer and contractor shall attend a pre-construction meeting with city staff to discuss expectations and limitations of the permit before starting construction.
20. The on-site project manager shall be a Certified Erosion and Sediment Control Lead.
21. Prior to clearing or fill and grade beginning, the permittee shall notify the Stillaguamish Tribe of Indians of ground disturbance for purposes of tribal monitoring.
22. If historical, cultural, or archaeological sites or artifacts are discovered in the process of development, work on that portion of the site shall be stopped immediately, the site secured, and the find reported as soon as possible to the planning director. The property owner also shall notify the Washington State Department of Archaeology and Historic Preservation and affected tribes.
23. The Developer shall follow all recommendations and BMP's as described in the Drainage Report dated August 19, 2023 prepared by David W. Harmsen, P.E. (Exhibit 12)
24. All civil and building construction shall adhere to the following measures to minimize impacts to wetlands;
 - a. Direct construction lights away from wetland
 - b. Locate activity that generates noise away from wetland
 - c. Route all new untreated runoff away from wetland
 - d. Infiltrate or treat, detain and disperse into buffer new runoff from impervious surfaces and new lawns
 - e. Follow Best Management Practices for dust control
 - f. Install privacy fencing or landscaping to delineate buffer edge and to discourage disturbance or wildlife by humans and pets
 - g. Non-native plants to be removed and replaced with native vegetation per an approved planting plan; and restoration to be bonded and monitored per SMC 17.114.250
25. A wetland mitigation plan pursuant to Stanwood Municipal Code 17.125.090, including wetland replacement/creation, shall be approved by city staff prior to civil construction permit issuance.
26. Wetland buffer planting species shall all be appropriate, non-invasive species appropriate for Stanwood's climate.

27. All new trees will be required to be a diameter of two inches at four and one-half feet above the ground at time of installation and details shall be shown on the final landscaping plans. Ground cover shall be planted between street trees.
28. The Developer shall coordinate with PUD in the event of potential conflicts with existing PUD facilities or necessary upgrades of PUD facilities.
29. Construction hours of operation are limited to 7:00 am to 10:00 pm on weekdays, 8:00 am to 6:00 pm on Saturdays, Sundays, and state recognized holidays.

Building Permits:

30. All projections and mechanical details shall be treated or painted to match the color of the adjacent material or a complementary color.
31. All mechanical equipment for the buildings shall be either screened or placed in areas that are not visible from public streets or adjacent residential units.

Binding Site Plan Approval:

32. A Final Binding Site Plan shall be submitted to the City for review and approval consistent with SMC 16.40.030.
33. Provide a note on the Final Binding Site Plan which states that Impact fees for traffic, parks, and schools will be required at the time of building permit issuance.
34. Provide a note on the Final Binding Site Plan for any Sewer credits received for eligible off-site improvements and Traffic Impact Fee credits received for eligible intersection/street improvements.
35. The location and limitations associated with the Native Growth Protection Area (NGPA) and its buffer shall be shown on the face of the Final Binding Site Plan and shall be recorded with Snohomish County Assessor's Office. The recorded document shall also include the following language: "All property lying within Tract ____ shall be designated as Native Growth Protection Area / Easement and shall remain in a substantially natural state. There shall be no clearing, excavation, building, or fill within a Native Growth Protection Area. Only dead, dying, diseased or hazardous trees may be removed, subject to an arborist's report or risk assessment and with the approval of the City of Stanwood. Removal of drainage obstructions may be permitted with approval by the Public Works Director and Community Development Director."
36. Provide a note on the Final Binding Site Plan that states "The building designs for each residence shall meet the architectural standards of Stanwood Municipal Code section 17.112 Architectural Design Standards. "

37. All easements associated with the binding site plan, including recording number(s), shall be identified on the Final Binding Site Plan.
38. Dedications of streets and/or public rights-of-way shall be required on the Final Binding Site Plan.
39. All current and delinquent taxes and assessments must be paid to the Snohomish County Treasurer prior to the recordation of a binding site plan. Upon receipt of all payments due, the Snohomish County Treasurer will issue an official verification that all taxes and assessments have been collected. This official verification is required by the Snohomish County Auditor in order to allow a binding site plan to record.
40. For the Final Binding Site Plan to become effective upon recordation, the following items will need to be submitted to the Snohomish County Auditor:
 - a. Affidavit of Binding Site Plan;
 - b. Attachment of certified legal descriptions;
 - c. Attachment of Binding Site Plan map(s); and
 - d. Record of Survey
41. A conformed copy of the recorded Final Binding Site Plan shall be submitted to the City of Stanwood.

Utilities:

42. The project is subject to applicable water, sewer, and stormwater general facility (plant investments) fees and hookup fees. These fees are payable at the levels in effect at the time of building permit submittal and will be collected at the time of building permit issuance.

Other:

43. Business Licenses for all contractors working on the site shall be required to obtain a Stanwood Business License endorsement on their State Business License.

APPENDIX I:
CEDARSIDE COMMONS PROJECT DESCRIPTION
Source: Excerpted and modified from Exhibit 3, PDF 1 – 5, 11, & 12

Vision Statement

The Cedarside Commons project is envisioned as an all-inclusive development of residential housing, boutique commercial personal services and small retail shops with an emphasis on shared opportunities for formal and informal interactions and experiences as a community. The central organizing design element is what WED 3 calls the “Commons Building.” This is a dedicated facility offering the Cedarside Commons residents and guests meeting rooms, games rooms, exercise facilities with a dedicated yoga studio and a quiet library for reading or study. In addition, the Cedarside Commons project offers a variety of linked outdoor spaces that includes trails, sport courts, outdoor movie venues, wildlife viewing platforms, gazebos, and children’s play areas that will further foster the neighborhood associations and human interactions so important to WED 3’s vision for this project. Also integral to WED 3’s vision is the strong visual associations developed between the building forms designed for this project that include complimentary use of exterior materials and colors, the exuberant modulation of building facades and roof lines, and the insertion of small courtyards, terraces, plazas, and arcades throughout the project to further link the interior private building spaces to the outdoor shared community spaces. WED 3 also wants to foster the connection to the land and the Church Creek Park. With the proximity of Church Creek, associated wildlife areas and the park, special attention was given to integrating the project with the surrounding natural areas. Nature trails and outdoor activity spaces will create a bridge between indoor and outdoor recreation, leading to a project attuned with the natural beauty of its location. The result is a coherent, connected assemblage of architectural forms, and spaces that will contribute to a shared sense of community, conservation, and neighborhood association.

Project Description

General overall:

This is a mixed-use project on 21.82 acres, consisting of 444 studio, one-, two- and three-bedroom apartment units, and 72 two- and three-bedroom townhome units for a total of 516 residential units. There will be 26,510 square feet of retail and office space and 7,234 sq. ft. central commons building, providing fitness, gathering, BBQ, library, game room and administrative spaces. Parking is provided for more than 900 vehicles in parking structures and on the surface. (See Exhibits 4 – 6.)

A pedestrian only shopping and dining street is planned. Two retail buildings face each other across a pedestrian only street leading to an open plaza. Both structures have extended roofs to create dry walkways along the store fronts. The plaza at the end of the street is intended for use as a farmers’ market, Saturday market, or in the annual Camano art tour. The possibilities for the plaza space go beyond however and could become part of an outdoor restaurant space, music venue, or public playground.

Parking is provided for more than 900+ vehicles in both parking structures and surface parking areas. Approximately one third of the total property acreage will be reserved as riparian habitat to protect and preserve the Church Creek stream corridor and adjoining buffers. The project intends to achieve LEED Certification.

Specific Building/Site Discussions:

Building siting and orientation is meant to emphasize street frontage associations and cross connections, to facilitate and enhance pedestrian access, and provide pedestrian amenities as outlined in Stanwood's building design standards. A pedestrian boutique shopping and dining "street" venue is planned to front the arterial of 72nd Ave. NE that will link to the other mixed-use, commons and residential structures being developed. The two retail buildings face each other across a pedestrian only lane. Both structures have extended roofs to create dry walkways along the store fronts. The end of the street has a large plaza for use as a farmers' market, Saturday market, or as part of the annual Camano art tour. The intent is to create a living, working, shopping and recreation community for the tenants and residents. Siting is also meant to facilitate views to the adjacent woodlands to the north and east, and views to the south and west; and to integrate the residential, commercial, and commons components of the project, as well as tie the site into the larger fabric of Stanwood, especially to the commercial areas to the south, the high school to the west and the City Park to the north.

The central node of the developed project will consist of the Commons Building which will served as the neighborhood gathering center and its strong axial cross street connection with the central radius mixed-use building on the south frontage of the realigned 268th Street NW right-of-way. The Commons Building is a 7,234 sq. ft. central single-story building, providing fitness, meeting rooms, BBQ, library, game room and administrative spaces. The Commons Building shares a strong architectural vocabulary with the radiused mixed-use structure as well as other planned structures. This pair of structures mark the projects "gateway" and the integration of public to more private spaces. The relocation of the 268th Street NW right-of-way from its current location which would represent an edge condition to the proposed central public pathway thru the project not only mitigates a problematic traffic condition identified by the City of Stanwood's traffic consultants, but also provides a connecting spine that helps more thoroughly integrate this project into the larger Stanwood community. Easily accessible public parking is proposed to front both sides of the realigned ROW (see attached site plans) which will greatly enhance the viability of the proposed commercial spaces and also serve as additional guest parking for the residential densities proposed.

The higher density residential structures are planned to radiate outward from the gateway elements as described above and are generally aligned perpendicularly to the proposed 268th Street NW realignment. The lower density townhome portion of the proposed development is located towards the Church Creek stream channel and associated wetlands and buffers. The townhome structures are dispersed, 4-to-6-unit buildings that will allow for increased open space around this lower density portion of the project. WED 3 feels this transition to a lower more distributed unit density is more appropriate adjacent to the sensitive Church Creek environment.

The varying heights of the buildings work with the site grades to build up from the SE towards the west and north and back down to lower scaled retail structures along 72nd Avenue NW, allowing for reasonable density while still respecting the scale of the adjacent neighborhoods. Care was taken in design to avoid monolithic structures that would dominate the hillside or obscure the natural surroundings. The project materials and forms evoke a contemporary Northwest vocabulary, and a warm and tactile palate of materials in primarily earth tones, with wood accents, and complimentary colors, while breaking up the volumes into smaller areas with variation in depth to give a sense of human scale to all the various elements. Design was carefully considered to ensure an attractive and inviting space that does not dominate nearby structures or

landmarks. Wood is used liberally where appropriate, to add a warmer texture to those areas where people may spend significant time, such as private decks. Durable and complimentary materials are used throughout the various buildings and site work, again in keeping with Stanwood's building design standards but upscaled compared to all nearby structures.

Cedarside Commons will provide well over an acre of common outdoor gathering and recreational space in the form of open plazas, sports courts, play areas, dog parks and agility areas, as well as a walking path and educational signage along the adjacent wetlands and steep slope areas, which comprise about 10 acres of the site. The walking path will incorporate gazebos and art installations to enhance its allure and use. The site also abuts and will have paths connecting it to the existing Church Creek Park and its trail system and amenities. The site is designed to emphasize the green space, and beautiful views, provided by the adjacent wetlands, resulting nature preserve and stream, while minimizing and mitigating adverse impacts.

Street Improvements:

1. The reconstruction of 268th Street NW will move its intersection with 72nd Avenue NW approximately 270 feet north of its current location and give approximately 480 feet of distance from the signal at SR 532. This additional room will decrease conflicts at the intersection.
2. The new intersection will be located across from the exit from the high school to form a single intersection, again reducing the potential for turning conflicts.
3. 268th Street NW will be constructed with curb and gutter as well as on-street parking through the development site. Bike lanes in each direction will be provided as well as sidewalks and planters on each side per the attached plans.
4. New frontage improvements on 72nd Avenue NW along the project frontage include a sidewalk and right turn north bound drop lane to 268th Street NW. In addition, a south bound left turn lane pocket to 268th Street NW will be constructed, along with associated curb, gutter, and sidewalk.
5. The traffic impact analysis and comment response analysis shows that the development will need to construct a northbound partial right-turn lane along 72nd Avenue NW from SR-532 to the newly aligned 268th Street NW intersection. The intersection of 72nd Avenue NW at 268th Street NW will operate at an acceptable level of service with the minor legs being stop controlled with the westbound approach having a right-turn pocket and a shared left-through lane. It is anticipated that the development traffic will not significantly impact SR-532 operations.
6. The Developer of this project will design and construct a "compact" roundabout at the intersection of SR 532 and 64th Avenue NW. Contingent upon the City of Stanwood obtaining WSDOT permits for construction of said roundabout. Also contingent upon the City of Stanwood allowing sequential construction of Cedarside development to continue in the event of any delay in construction or design of said roundabout. The funding for this roundabout construction will be through the traffic mitigation fees assessed to this project.

Utilities:

HEARING EXAMINER RECOMMENDATION: REVISED AFTER RECONSIDERATION

RE: 22-0121 (*Cedarside Commons* Development Agreement and Preliminary BSP)

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1. The project will upsize sections of the downstream sewer system, increasing flow capacity. In addition this project will add a new sewer lift station that will not only serve the proposed project site but future development in the City of Stanwood's GMA to the east of the site.
2. With the relocation of 268th Street NW, a new waterline will be constructed, upsizing the current 8" line to 12".

APPENDIX II:
AERIAL RENDERING OF *CEDARSIDE COMMONS*

Source: Exhibit 4, Sheet P1.2 (Exhibit 4, PDF 40)

Viewing direction is towards the northeast from a point above the 72nd Avenue NW/SR 532 intersection.
The Stanwood High School driveway is at center left; McDonald's is at lower right.



**APPENDIX III:
PROPOSED PHASING PLAN**
Source: Exhibit 3, PDF 9 & 10

The overall project will be constructed in three (3) consecutive distinct phases each taking approximately 2 years to construct. The first phase of the project which will commence shortly after Land Use and Phase I building permits are issued.

Phase I Site Improvements:

1. Preliminary grading and stabilization of the approximately 21.82 acre site to rough grades. Construct erosion control measures.
2. Complete construction of ROW improvements for the relocation of a portion of the 268th St. NW as shown on the attached plans. This will include adjoining sidewalk and landscaping elements and all associated inground utilities, parking stalls and 2 bike lanes.
3. Construction of the wetland buffer mitigation elements per the attached landscape and civil engineering plans, including removal and replacement of a yet indeterminate sq. ft. of invasive vegetation
4. Construction of storm water detention and conveyance elements for the entire project.
5. Construction of the water and sewer distribution elements to serve the overall project including a sewer lift station at the SE limit of the site.
6. Construction of the parking areas, connecting sidewalks, landscaping, immediate building and parking lot landscaping required for Phase I building occupancy.
7. Construction of site amenities such as the pedestrian trail system, sport courts, dog parks, playgrounds, fire pits, refuse enclosures, etc.
8. Slope stabilization and hydroseeding of all site areas outside of the Phase I development.

Phase I Building Construction Improvements: (Building labels are shown on Exhibit 4, Sheet G1.1.)

1. Construction of the Commons Building.
2. Construction of apartment Buildings B1 and B2.
3. Construction of apartment Building B3 & associated parking garage.
4. Construction of the mixed use commercial and apartment building C1.

Phase II Site Improvements:

1. Fine grading to rough under slab and under paving elevations for construction of the Phase II site and building elements.
2. Construction of storm water appurtenances and conveyance elements for connection to the project storm water facilities constructed as part of Phase I.
3. Construction of the water and sewer distribution elements to serve the Phase II project structures.
4. Construction of the parking areas, connecting sidewalks, landscaping, and the immediate building and parking lot landscaping required for Phase II building occupancy.
5. Construction of additional Phase II site amenities such as the further enhancements to the pedestrian trail system, sport courts, refuse enclosures etc.
6. Maintenance of native plants in buffer enhancement/mitigation area, including exclusion of non-native vegetation.

Phase II Building Construction Improvements:

1. Construction of apartment Buildings A1, A2, A3 and A4.
2. Construction of the two commercial marketplace buildings.

Phase III Site Improvements:

1. Fine grading to rough under slab and under paving elevations for construction of the Phase III site and building elements.
2. Construction of the remaining storm water appurtenances and conveyance elements for connection to the project storm water facilities constructed as part of Phase I.
3. Construction of the remaining water and sewer distribution elements to serve the Phase III project structures.
4. Construction of the parking areas, connecting sidewalks, landscaping, and the immediate building and parking lot landscaping required for Phase III building occupancy.
5. Construction of the remaining Phase III site amenities such as the further enhancements to the pedestrian trail system, sport courts, refuse enclosures, pergolas, fire pits, etc. to complete all final site work for the overall project.
6. Maintenance of native plants in buffer enhancement/mitigation area, including exclusion of non-native vegetation.

Phase III Building Construction Improvements:

1. Construction of townhouse apartment Buildings E1 – E8 (6-unit townhouse apartments) and F1 – F6 (4-unit townhouse apartments).

APPENDIX IV:
ANNOTATED DRAFT DEVELOPMENT AGREEMENT
Source: Exhibit 19.

This copy of the Draft Development Agreement includes textual changes which the Examiner is recommending to the City Council. Recommended deletions are denoted by ~~striketrough~~; recommended additions are denoted by double underlining. Bold text and single underlining are in the original text and have not been changed by the Examiner. The Examiner has omitted the “Exhibits” pages for efficiency; the Examiner is not recommending changes to those pages.

DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the **CITY OF STANWOOD**, a non- charter, optional code Washington municipal corporation (hereinafter the “City”) and **WEST EDGE DEVELOPMENT – THREE**, a Washington limited liability company (hereinafter “WED 3”).

RECITALS

WHEREAS WED 3 is the owner of real property located at 26903 72nd Avenue NW, Stanwood, WA 98292 (hereinafter the “Subject Property”), identified as Snohomish County Assessor Parcel Nos. 32042000302000, 32042000302100 and 32042900200300, and legally described on the attached Exhibit A; and

WHEREAS WED 3 has submitted to the City an application to develop the subject property under a Binding Site Plan (“BSP”), which application is for the development of a 516-unit multi-family/townhouse project, together with associated commercial development (the “Project”); and

WHEREAS WED 3 has worked with the City, Snohomish County, and Washington State Department of Transportation to propose a traffic mitigation plan agreeable to all parties; and

WHEREAS, WED 3’s proposal is acceptable to the City under certain conditions, established herein; and

WHEREAS, pursuant to RCW 36.70B.170(4) and SMC 17.60.060, the Parties recognize and agree that the execution of a development agreement is a proper exercise of the City’s police power and contract authority, that a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities, and that a development agreement shall reserve to the City the authority to impose new or different regulations to the extent required by a serious threat to public health and safety; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and

mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170 (3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170 (1)); and

WHEREAS, this Development Agreement by and between the City and the Owner (hereinafter the “Development Agreement”), relates to the real property described on Exhibit A hereto, of the development known as Cedarside, which is generally located at: 26903 72nd Avenue NW, Stanwood, WA 98292 (hereinafter the “Subject Property”); and

WHEREAS, pursuant to RCW 36.70B.200 and SMC 17.60.060 (5), on _____ [DATE OF HEARING], the City held a public hearing regarding the form and substance of this Agreement before the City Council, and the City Council has approved a resolution authorizing the Mayor to enter into this Agreement; and

WHEREAS, after due consideration of the terms of this agreement, public hearing and City Council review, the City and Owner have agreed to enter into this Development Agreement, which shall be used to establish the appropriate density, property use, access, development standards, roadway standards and terms for the Property;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

GENERAL PROVISIONS

1. **The Overall Project.** The Project is the development and use of the Property, consisting of approximately 21.82 acres in the City of Stanwood, consisting of 444 studio, one-, two- and three-bedroom apartment units, and 72 two- and three-bedroom ~~townhome~~ townhouse units for a total of 516 residential units. There will be 26,000 square feet of retail and office space and a 7,130 sq. ft. central commons building, providing fitness, gathering, BBQ, library, game room and administrative spaces.

Exhibits 3 (Project Narrative), 4 (Preliminary Architectural Plans), 5 (Preliminary Landscape and Planting Plan), and 6 (Preliminary Civil Construction Plans) for the Preliminary Binding Site Plan approved under City File No. 22-0121 are the preliminary plans associated with this Development Agreement.

Project is to consist of 3 separate Phases numbered 1-3. 1 & 2 each contain mixed use and multifamily buildings. Phase 3 consists only of ~~Townhomes~~ townhouses. Each phase is expected to take 24 months to construct. Phases may be started out of order and may have delays in between phases (may not start immediately after each other). Our proposed housing type mix is 86% multifamily and 14% Single family (~~townhomes~~ townhouses).

A pedestrian only shopping and dining street is planned. Two retail buildings face each other across a pedestrian only street leading to an open plaza. Both structures have extended roofs to create dry walkways along the store fronts. The plaza at the end of the street is intended for use as a farmers' market, Saturday market, or in the annual Camano art tour. The possibilities for the plaza space go beyond however and could become part of an outdoor restaurant space, music venue, or public playground.

Parking is provided for more than 900+ vehicles in both parking structures and surface parking areas. Approximately one half of the total property acreage will be reserved as riparian habitat to protect and preserve the Church Creek stream corridor and adjoining buffers. The project intends to achieve LEED Certification. The building detailed site plans, landscape plans, floor plans, elevations and 3D models of the project are included with the Application packet to provide additional detailed information.

2. **Specific Building/Site Proposal.** Building siting and orientation is meant to emphasize street frontage associations and cross connections, to facilitate and enhance pedestrian access, and provide pedestrian amenities as outlined in Stanwood's building design standards. A pedestrian boutique shopping and dining "street" venue is planned to front the arterial of 72nd Ave. NW that will link to the other mixed-use, commons and residential structures being developed. The two retail buildings face each other across a pedestrian only lane. Both structures have extended roofs to create dry walkways along the store fronts. The end of the street has a large plaza for use as a farmers' market, Saturday market, or as part of the annual Camano art tour. The intent is to create a living, working, shopping and recreation community for the tenants and residents. Siting is also meant to facilitate views to the adjacent woodlands to the north and east, and views to the south and west; and to integrate the residential, commercial, and commons components of the project, as well as tie the site into the larger fabric of Stanwood, especially to the commercial areas to the south, the high school to the west and the City Park to the north.

The central node of the developed project will consist of the Commons Building which will served as the neighborhood gathering center and its strong axial cross street connection with the central radius mixed-use building on the south frontage of the realigned 268th St. NW ROW. The Commons building is a 7,130 sq. ft. central single-story building, providing fitness, meeting rooms, BBQ, library, game room and administrative spaces. The Commons building shares a strong architectural vocabulary with the radiused mixed-use structure as well as other planned structures. This pair of structures mark the projects "gateway" and the integration of public to more private spaces. The relocation of the 268th St. NW ROW from its current location which would represent an edge condition to the proposed central public pathway thru the project not only mitigates a problematic traffic condition identified by the City of Stanwood's traffic consultants (this is discussed more thoroughly in the attached traffic report) but provides a connecting spine that helps more thoroughly integrate this project into the larger Stanwood community. Easily accessible public parking is proposed to front both

sides of the realigned ROW (see attached site plans) which will greatly enhance the viability of the proposed commercial spaces and also serve as additional guest parking for the residential densities proposed.

The higher density residential structures are planned to radiate outward from the gateway elements as described above and are generally aligned perpendicularly to the proposed 268th St NW realignment. The lower density ~~townhome~~ townhouse portion of the proposed development is located towards the Church Creek stream channel and associated wetlands and buffers. As shown on the attached plans the ~~townhome~~ townhouse structures are dispersed, 4-to-6-unit buildings that will allow for increased open space around this lower density portion of the project. We feel this transition to a lower more distributed unit density is more appropriate adjacent to the sensitive Church Creek environment.

The varying heights of the buildings work with the site grades to build up from the SE towards the west and north and back down to lower scaled retail structures along 72nd Avenue NW, allowing for reasonable density while still respecting the scale of the adjacent neighborhoods. Care was taken in design to avoid monolithic structures that would dominate the hillside or obscure the natural surroundings. The project materials and forms evoke a contemporary Northwest vocabulary, and a warm and tactile palate of materials in primarily earth tones, with wood accents, and complimentary colors, while breaking up the volumes into smaller areas with variation in depth to give a sense of human scale to all the various elements. Design was carefully considered to ensure an attractive and inviting space that does not dominate nearby structures or landmarks. Wood is used liberally where appropriate, to add a warmer texture to those areas where people may spend significant time, such as private decks. Durable and complimentary materials are used throughout the various buildings and site work, again in keeping with Stanwood's building design standards but upscaled compared to all nearby structures.

3. **The Subject Property.** The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference, and shall hereafter be referenced as the "Subject Property."

4. **Definitions.** As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

4.1. **"Adopting Resolution"** means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

4.2. **"Certificate of occupancy"** means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

4.3. **"Council"** means the duly elected legislative body governing the City of Stanwood.

4.4. “Director” means the City’s Community Development Director and/or Public Works Director.

4.5. “Effective Date” means the effective date of the Adopting Resolution.

4.6. “Existing Land Use Regulations” means the ordinances adopted by the City Council of Stanwood in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Public Works Street and Utility Standards, SEPA, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards.

4.7. “Fees” means all monetary payment of permit fees, impact fees or fees collected for non-land use regulations. The fee resolution that is adopted by the Stanwood City Council at the time of **complete building** permit submittals will be the fee schedule in place.

4.8. “Landowner”, “Owner” or “Developer” means the owner or the party who has acquired any portion of the Subject Property from the Owner who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Owner” is identified in Section 5 of this Agreement. The terms “Landowner”, “Owner” or “Developer” may be used interchangeably in this Agreement.

4.9. “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

5. **Exhibits.** Exhibits to this Agreement are as follows:

- 5.1. Exhibit A – Legal description of the Subject Property.
- 5.2. Exhibit B – Vicinity Map.
- 5.3. Exhibit C – Enlarged Site Plan.
- 5.4. Exhibit D – Vested Studies.
- 5.5. Exhibit E – Legal Description of Property to be sold by City.
- 5.6. Exhibit F – Purchase and Sale Agreement.
- 5.7. Exhibit G – Termination of Right of First Refusal.

6. **Parties to Development Agreement.** The parties to this Agreement are:

6.1. The “City” is the City of Stanwood, 10220 270th St NW, Stanwood, WA 98292.

6.2. The “Developer” or “Owner” is WEST EDGE DEVELOPMENT

– THREE, LLC, a Washington limited liability company which owns the Subject Property in fee, and whose principal location is currently located at P.O. Box 430, Arlington, Washington, 98223.

6.3. The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property. The terms “Landowner”, “Owner” or “Developer” may be used interchangeably in this Agreement.

7. **Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development. The City has interest in the private development to ensure compatibility with the Stanwood Municipal Code and Zoning requirements that are currently adopted.

8. **Term of Agreement.** This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement and shall continue in force for a period of 15 years, unless the property is developed to the terms of this agreement or unless revoked by mutual agreement of the Parties and approved by an adoption of a Resolution of the City Council. A covenant shall be recorded against the subject property stating the property is to be developed pursuant to this development agreement and with a **maximum** of five hundred sixteen (516) multi-family/townhouse units.

9. **Vested Rights of Developer.** During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

10. **Permitted Uses.** The property uses shall be those set forth in this Agreement, the permits and approvals identified herein, and all Exhibits incorporated herein.

COMPONENT	ORDINANCE	DEVIATION REQUEST
Density	SMC 17.60.030 allows 20du/acre. This would allow 436 dwelling units.	The proposal is for a total dwelling unit count of 516 units i.e., 444 apartment units and 72 townhome <u>townhouse</u> units. This would represent a unit density of approximately 23.77 units per acre. We feel that this very modest request for a slight increase in unit density should be considered and approved by the City considering the high costs that this

		project will face both for the 268th St. NW ROW relocation and construction but also the high cost of offsite utility improvements that have been identified and will be required for this project (these improvements both for scale and costs are more fully described in the attached documentation supporting this Development Agreement Application and in the preliminary grading, drainage and utility plans submitted.) In addition, rental housing is in significant demand in the Stanwood (and greater Stanwood area) and this proposed project will help support the residential needs that exist both now and in the future as the additional phases of this project are completed.
Dwelling Unit Mix Types	SMC 17.47.040.4 allows for multiple types of dwelling units if a project in the TN zone has 10% or more of commercial application.	Our proposal has 26,510 GSF of Commercial. This accounts for 3.43% of the project. Given the nature and design of the commercial space being proposed we believe this is an acceptable request. The marketplace buildings could meet the 10% requirement but would lose the pedestrian walking street and farmers/Saturday market. We believe that having those elements are a better fit, and of more benefit, for the community of Stanwood than the additional commercial space. To that end we are requesting a departure from code in the amount of 6.57%.
Parking	SMC 17.05.140 would require 1,254 stalls consisting of the following: • 1 space per 200 SF of commercial – 26,510SF = 133 spaces.	The number of parking stalls this project is proposing to provide is 1,039 total stalls. The on-site parking stalls proposed will include 41 Handicapped stalls, 256 compact stalls, and 105 tandem stalls. The parking stalls proposed to be constructed as structured parking

	• 2 spaces for every 2-bedroom townhouse – 44 units = 88 spaces • 2.5 spaces for every 3-bedroom townhouse – 28 units = 70 spaces • 1 guest space for every 5 2 or 3-bedroom townhouse unit – 72 units = 14 spaces • 1.5 spaces are required for every studio/1-bedroom apartment – 264 units = 396 spaces • 2 spaces for every 2-bedroom apartment unit – 150 units = 300 spaces • 2.5 spaces for every 3-bedroom apartment – 30 units = 75 spaces • 1 guest space for every 5 apartment units – 444 units = 89 spaces	(under building) will be stalls assigned to the individual units. The approximately 86 stalls that we are planning to construct along with the ROW improvements are anticipated to be public stalls that will serve both patrons of the proposed commercial spaces as well as guest parking for the residential units. While we recognize that the City of Stanwood does not provide design standards for tandem stalls it has been our experience that tandem stalls are frequently provided as assigned stalls for the larger 2- and 3-bedroom units in mixed use projects of this scope. Additional information on the tandem stalls is in the traffic addendum and in the parking management plan. A parking analysis has been provided as part of the Traffic Impact Analysis (TIA) by Kimley-Horn Associates which is attached for reference as part of the SEPA Checklist. Kimley -Horn also provided a parking management plan to address peak parking times and specifics on interplay between residential and commercial demand. The parking analysis provided as part of the TIA is as follows: Per data from ITE’s Parking Generation Manual, 5th Edition, the average parking demand rates for the various land uses are: • 2.39 vehicles per 1,000 SF of office – 15,910 SF = 38 vehicles • 1.95 vehicles per 1,000 SF of shopping center – 10, 600 SF = 21 vehicles
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		• 1.21 vehicles per unit for multifamily (low-rise) – 72 units = 87 vehicles • 1.31 vehicles per unit and multifamily (mid-rise) – 444 units = 582 vehicles Per ITE data, the Cedarside Commons development has a parking demand of 728 vehicles utilizing ITE parking demand data. The development is proposing to construct 1,000+ parking spaces on- site, exceeding ITE’s parking demand requirements by approximately 28%. Per Stanwood Municipal Code 17.105.050, as the development meets ITE Parking Generation Manual requirements, a reduction in the required number of parking spaces to the proposed number of spaces would be allowed. In keeping with the Owner’s vision of a nature- oriented development we believe that reducing the amount of parking allows for the inclusion of more natural space and will limit large areas of open empty concrete that cause hot spots and other undesirable effects.
Height limitations	SMC imposes a height limitation of 55’ taken from the average frontage grades of the buildings	Of the twenty-four structures proposed for the project only buildings A1, A2 and Building C slightly exceed the height limit of 55’ taken from the average frontage grades of the buildings. The average grade at the frontage for Building C for example, is 55’ 6” to the parapet. The finished elevation at the low sloped roof is at height of 43’ 6”. The roof elements are highly articulated with variable height parapets that exceed the allowable

		height limits by in some cases as little as 6” to as much as a proposed 24” parapet extension i.e., 57’. We are also proposing a series of sheds to further articulate the roof lines of Building C. In all cases these shed roofs are above the proposed parapet heights but do not exceed the extra allowable ten feet in building height allowed under the City of Stanwood Zoning Code for sloping roof forms i.e. 65’ above average front grade. It should also be noted that the added parapet height requested will not only provide more interesting and articulated roof elements but also shield from view the roof top mechanical units planned for these structures. Building A1 and A2 are modestly taller than the other structures of the Cedarside project particularly as defined by the allowable height limit of 55’ in the TN zone. The A1 and A2 structures are placed at the higher, natural site elevations to enhance the view potential from the units. The backdrop of the bulk and scale of the nearby Stanwood High School facility a request for added building height above the 55’ for these two buildings is appropriate. Please also note that the entry floor level transitions from an at-grade street condition at the building’s frontages to a basement condition at the north ends of the two building will reduce the visual scale and height of the two structures significantly at the facades that face Church Creek Park and 72nd St. The elevations for Buildings A1, A2 and C and all other structures
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		greater than three-stories, indicate an elevator overrun and roof top stair element that may slightly exceed the maximum height requirements. These are called out on the elevations and will be held to the minimum but should not count towards total elevations per City staff. More information on the elevator over-run dimensions will be finalized when the manufacturer of the elevator is selected. The roof- stair access will be installed for the Fire Marshal and for mechanical maintenance but will not allow public access. An additional 10 feet may be allowed for multifamily, townhouse, and hotel/motels when the TN zone is located within 200 feet of SR 532 if the structure includes a pitched roof and no additional floors are added. Exhibit F attached shows the table of heights for all buildings.
Trails	The City and Developer are interested in creating a public use easement for trail systems inside the proposed development.	The City and Developer intend to create a public use easement across the internal trail systems of the Cedarside project so the trails can be connected with the Church Creek Park trail system. The easement will protect the developer from liability of general public's use of the trail system and will provide additional safe walking paths to nearby schools. It will also enhance the useability of the combined trail system for the current and future residents of Stanwood.
Traffic Mitigation	The City has requested the Developer install a roundabout at the intersection of SR 532 and 64 th Street <u>Avenue</u> N.W., which will require a right-of-way	The City shall issue all required permits for the construction of the improvements upon Developer's property. The Developer will install the

	permit from WSDOT.	roundabout, which work will commence within thirty (30) days after the issuance of the right-of-way permit from WSDOT. The City will bear the responsibility of obtaining the WSDOT permit. The City will grant Developer a credit against the traffic mitigation fees in an amount equal to, but not greater than, the cost of construction of the roundabout. In the event permits for the construction of the roundabout have not been issued at the time the property improvements are completed and the Developer is seeking a Certificate of Occupancy, the Developer shall pay the entire amount of the traffic mitigation fees assessed, and Developer shall have no further responsibility for the construction of the roundabout.²⁴
Bike Lanes/Pedestrian Access/Parking		Bike lanes and off street parking are planned, but do not need to be installed further east than the townhome turnout. Sidewalks are planned to the east boundary of the project on the north side of the street, but because there will be no residential structures east of the townhomes there is no need for sidewalks further east of the townhomes on the south side of the street.
Additional Property	The City has expressed an interest in selling the 1.25 acres near the northwest corner of the project	In the event this additional property is acquired by the Developer, the Developer will be entitled to develop this property through an amendment to this Developer Agreement, with a density of 25 units per acre with one (1) additional multi-family building,

²⁴ Previously recommended changes to this paragraph have been omitted after reconsideration.

		along with parking and associated amenities under the same agreements contained in this document.
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11. **Modifications.** Minor amendments to the ~~Developers~~ Development Agreement may be approved administratively by the community development director. Major amendments to the ~~Developers~~ Development Agreement shall be approved by City Council.

11.1. Minor amendments shall include:

- Boundary line adjustment.
- Changes to street standards.

11.2. Major amendments shall include:

- Revisions to the approved permitted uses.
- Increase of density greater than 20 dwelling units per acre.
- Additional buildings.

12. **Further Discretionary Actions.** Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

13. **Existing Land Use Fees and Impact Fees.**

13.1. Land use fees adopted by the City by ordinance or resolution as of the Effective Date of this Agreement may be increased by the City from time to time. All fees shall be those in place at the time of permit submittal or issuance.

13.2. Except as provided in the following Section, all impact fees shall be paid as set forth in the approved permit or approval, or adopted City fee schedule. All impact fees shall be those in place at the time of permit submittal or issuance.

13.3. The Developer will install the roundabout, which work will commence within thirty (30) days after the issuance of the right-of-way permit from WSDOT. The City will grant Developer a credit against the traffic mitigation fees in an amount equal to, but not greater than, the cost of construction of the roundabout. In the event permits for the construction of the roundabout have not been issued at the time the property improvements are completed and the Developer is seeking a Certificate of Occupancy, the Developer shall pay the entire amount of the traffic mitigation fees assessed, and Developer shall have no further responsibility for the construction of the roundabout at the intersection of SR 532 and 64th Ave.

14. **Development Activity.** The parties acknowledge that the most efficient and economic development of the Subject Property depends upon

numerous factors, such as market conditions and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate Developer of the Subject Property to have certain aspects of the development agreed to by both the City and current Owner prior to development, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the following factors will assist in the development of the project:

15. **Property Uses.** The subject property is designated for **Traditional Neighborhood** development and shall construct a maximum of five hundred sixteen (516) dwelling units.

15.1. **Access.** Access to the project will be provided from 72nd Avenue N.W. over a new Right-of-Way to be constructed by Developer.

15.2. **Right-of-Way Dedication.** Right-of-way dedication shall be in accordance with Section 16 below.

15.3. **Development Standards.** The subject property shall be developed as a multi-family/townhouse residential project with mixed use commercial development. The Developer shall submit a site development permit application for each phase of the development consistent with the submittal requirements of the Stanwood Municipal Code in effect at the time of submittal for the City to review and approve. The Developer may submit one overall site development permit application in lieu of three individual phase plans. The site development permit application(s) shall include all applicable submittal requirements in place at the time of development. The multi-family/townhouse residential project shall be designed in accordance with the architectural standards in place at the time of development permit submittal and the buildings shall be designed to reduce the mass of the structures.

15.4. **Vested Studies.** The following studies are vested to the development of the property:

• Traffic Impact Analysis completed by Kimley Horn dated 08/2022
• Critical Areas Study completed by Harmsen & Associates 09/20/2021
• Stormwater Drainage Report completed by Harmsen & Associates 08/19/2022
• SEPA Checklist completed by CDA Architects 09/15/2022

Changes to density, housing types, subdivision of lots, or any changes leading to an increase of development intensity, require the submittal of new documents and shall be subject to review under the regulations in place at the time of development.

15.5. **Roadway Standards.** Road standards shall be in accordance with SMC Street and Utility Standards, Section 2.

16. **Dedication/Vacation of Right-of-Way.** Except as otherwise provided herein, the Developer shall dedicate public right-of-way associated with 268th Street N.W. as follows:

16.1. Dedication of Right-of-Way. Prior to issuance of any certificate of occupancy for the subject property, approximately 72,419 square feet of property shall be dedicated to the City for a public full street constructed to city standards. The dedication shall include the entire improved street, ~~but shall exclude the curbs, gutters and sidewalk that will remain in the Developer's ownership.~~ The required street lighting shall be installed and owned by the Developer, but will be connected to the City street lighting grid.

16.2. Vacation of Right-of-Way. Upon the dedication of the public Right-of-Way as contemplated by the previous section, the City shall vacate approximately 66,991 square feet of the existing Right-of-Way now known as 268th Street N.W. The real property consisting of the existing Right-of-Way now known as 268th Street N.W. shall be conveyed to the Developer upon completion of the vacation of said the existing Right-of-Way now known as 268th Street N.W. referred to in the previous section.

16.3. Construction of Right-of-Way. Developer shall construct the newly created 268th Street N.W. Which will be transferred to the City upon completion and approval of completeness in exchange for the current 268th St that borders the southern portion of the property.

17. Default.

17.1. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

17.2. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Stanwood Municipal Code for violations of this Development Agreement and the Code.

18. Review. The City may, during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

19. Termination. This Agreement shall expire and/or terminate Upon the expiration of the term identified in Section 7 or when the Subject Property has been

fully developed and all of the Owner's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit type or any nonresidential building and the lots, parcels, or tracts upon which such residence or building is located, when it has been approved by the City for occupancy.

20. **Effect upon Termination on Owner Obligations.** Termination of this Agreement as to the Owner of the Subject Property or any portion thereof shall not affect any of the Owner's obligations to comply with the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

21. **Effects upon Termination on City.** Upon any termination of this Agreement as to the Owner of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the existing planning and zoning laws).

22. **Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action and shall provide copies of the recorded documents that sell, assign, or transfer all or a portion of the Subject Property should such action be finalized and shall provide copies of the recorded documents that sell, assign, or transfer all or a portion of the Subject Property should such action be finalized.

23. **Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

24. **Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the ~~next five years term~~ of this Development Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property. If the City Council approves amendments to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations regarding uses, the approved uses on the subject properties shall be considered legal uses by the terms of this agreement.

25. **Releases.** Owner, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

26. **Notices.** Notices, demands, correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5 or as updated pursuant to Section 20. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

27. **Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Snohomish County Superior Court or the U.S. District Court for Western Washington.

28. **Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

29. **Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement,

and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

**WEST EDGE DEVELOPMENT –
THREE**, a Washington limited liability
company

CITY OF STANWOOD

By: _____

Name: Andrew D.A.W. McKinley

Title: Managing Member

Date Executed: _____

By: _____

Date Executed: _____

ATTEST:

By: _____ City Clerk

By: _____ City Attorney

[illegible]

On this _____ day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANDREW D.A.W. McKINLEY, to me known to be the Managing Member of **WEST EDGE DEVELOPMENT – THREE, LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

[illegible]

On this _____ day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Mayor of the City of Stanwood, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **CITY OF STANWOOD**, a non-charter, optional code Washington municipal corporation (hereinafter the “City”) and **WEST EDGE DEVELOPMENT – THREE**, a Washington limited liability company (hereinafter “WED 3”).

RECITALS

WHEREAS WED 3 is the owner of real property located at 26903 72nd Avenue NW, Stanwood, WA 98292 (hereinafter the “Subject Property”), identified as Snohomish County Assessor Parcel Nos. 32042000302000, 32042000302100 and 32042900200300, and legally described on the attached Exhibit A; and

WHEREAS WED 3 has submitted to the City an application to develop the subject property under a Binding Site Plan (“BSP”), which application is for the development of a 516-unit multi-family/townhouse project, together with associated commercial development (the “Project”); and

WHEREAS WED3 has worked with the City, Snohomish County, and Washington State Department of Transportation to propose a traffic mitigation plan agreeable to all parties; and

WHEREAS, WED 3’s proposal is acceptable to the City under certain conditions, established herein; and

WHEREAS, pursuant to RCW 36.70B.170(4) and SMC 17.60.060, the Parties recognize and agree that the execution of a development agreement is a proper exercise of the City’s police power and contract authority, that a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities, and that a development agreement shall reserve to the City the authority to impose new or different regulations to the extent required by a serious threat to public health and safety; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170 (3); and

WHEREAS, a development agreement must be consistent with the

applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170 (1)); and

WHEREAS, this Development Agreement by and between the City and the Owner (hereinafter the "Development Agreement"), relates to the real property described on Exhibit A hereto, of the development known as Cedarside, which is generally located at: 26903 72nd Avenue NW, Stanwood, WA 98292 (hereinafter the "Subject Property"); and

WHEREAS, pursuant to RCW 36.70B.200 and SMC 17.60.060 (5), on _____[DATE OF HEARING], the City held a public hearing regarding the form and substance of this Agreement before the City Council, and the City Council has approved a resolution authorizing the Mayor to enter into this Agreement; and

WHEREAS, after due consideration of the terms of this agreement, public hearing and City Council review, the City and Owner have agreed to enter into this Development Agreement, which shall be used to establish the appropriate density, property use, access, development standards, roadway standards and terms for the Property;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

GENERAL PROVISIONS

1. The Overall Project. The Project is the development and use of the Property, consisting of approximately 21.82 acres in the City of Stanwood, consisting of 444 studio, one-, two- and three-bedroom apartment units, and 72 two- and three-bedroom Townhouse units for a total of 516 residential units. There will be 26,000 square feet of retail and office space and a 7,130 sq. ft. central commons building, providing fitness, gathering, BBQ, library, game room and administrative spaces.

Exhibit 3 (Project Narrative). 4 (Preliminary Architectural Plans), 5(Preliminary Landscape and Planting Plan), and 6 (Preliminary Civil Construction Plans) for the Preliminary Binding Site Plan approved under City File No. 22-0121 are the preliminary plans associated with this Development Agreement.

Project is to consist of 3 separate Phases numbered 1-3. 1 & 2 each contain mixed use and multifamily buildings. Phase 3 consists only of Townhouses. Each phase is expected to take 24 months to construct. Phases may be started out of order and may have delays in between phases (may not start immediately after each other). Our proposed housing type mix is 86% multifamily and 14% Single family (Townhouses).

A pedestrian only shopping and dining street is planned. Two retail buildings face each other across a pedestrian only street leading to an open plaza. Both structures have extended roofs to create dry walkways along the store fronts. The plaza at the end of the street is intended for use as a farmers' market, Saturday market, or in the annual Camano art tour. The possibilities for the plaza space go beyond however and could become part of an outdoor restaurant space, music venue, or public playground.

Parking is provided for more than 900+ vehicles in both parking structures and surface parking areas. Approximately one half of the total property acreage will be reserved as riparian habitat to protect and preserve the Church Creek stream corridor and adjoining buffers. The project intends to achieve LEED Certification. The building detailed site plans, landscape plans, floor plans, elevations and 3D models of the project are included with the Application packet to provide additional detailed information.

2. Specific Building/Site Proposal. Building siting and orientation is meant to emphasize street frontage associations and cross connections, to facilitate and enhance pedestrian access, and provide pedestrian amenities as outlined in Stanwood's building design standards. A pedestrian boutique shopping and dining "street" venue is planned to front the arterial of 72nd Ave. NW that will link to the other mixed-use, commons and residential structures being developed. The two retail buildings face each other across a pedestrian only lane. Both structures have extended roofs to create dry walkways along the store fronts. The end of the street has a large plaza for use as a farmers' market, Saturday market, or as part of the annual Camano art tour. The intent is to create a living, working, shopping and recreation community for the tenants and residents. Siting is also meant to facilitate views to the adjacent woodlands to the north and east, and views to the south and west; and to integrate the residential, commercial, and commons components of the project, as well as tie the site into the larger fabric of Stanwood, especially to the commercial areas to the south, the high school to the west and the City Park to the north.

The central node of the developed project will consist of the Commons Building which will served as the neighborhood gathering center and its strong axial cross street connection with the central radius mixed-use building on the south frontage of the realigned 268th St. NW ROW. The Commons building is a 7,130 sq. ft. central single-story building, providing fitness, meeting rooms, BBQ, library, game room and administrative spaces. The Commons building shares a strong architectural vocabulary with the radiused mixed-use structure as well as other planned structures. This pair of structures mark the projects "gateway" and the integration of public to more private spaces. The relocation of the 268th St. NW ROW from its current location which would represent an edge condition to the proposed central public pathway thru the project not only mitigates a

problematic traffic condition identified by the City of Stanwood's traffic consultants (this is discussed more thoroughly in the attached traffic report) but provides a connecting spine that helps more thoroughly integrate this project into the larger Stanwood community. Easily accessible public parking is proposed to front both sides of the realigned ROW (see attached site plans) which will greatly enhance the viability of the proposed commercial spaces and also serve as additional guest parking for the residential densities proposed.

The higher density residential structures are planned to radiate outward from the gateway elements as described above and are generally aligned perpendicularly to the proposed 268th St NW realignment. The lower density Townhouse portion of the proposed development is located towards the Church Creek stream channel and associated wetlands and buffers. As shown on the attached plans the Townhouse structures are dispersed, 4-to-6-unit buildings that will allow for increased open space around this lower density portion of the project. We feel this transition to a lower more distributed unit density is more appropriate adjacent to the sensitive Church Creek environment.

The varying heights of the buildings work with the site grades to build up from the SE towards the west and north and back down to lower scaled retail structures along 72nd Avenue NW, allowing for reasonable density while still respecting the scale of the adjacent neighborhoods. Care was taken in design to avoid monolithic structures that would dominate the hillside or obscure the natural surroundings. The project materials and forms evoke a contemporary Northwest vocabulary, and a warm and tactile palate of materials in primarily earth tones, with wood accents, and complimentary colors, while breaking up the volumes into smaller areas with variation in depth to give a sense of human scale to all the various elements. Design was carefully considered to ensure an attractive and inviting space that does not dominate nearby structures or landmarks. Wood is used liberally where appropriate, to add a warmer texture to those areas where people may spend significant time, such as private decks. Durable and complimentary materials are used throughout the various buildings and site work, again in keeping with Stanwood's building design standards but upscaled compared to all nearby structures.

3. The Subject Property. The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference, and shall hereafter be referenced as the "Subject Property."

4. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

4.1. "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

4.2. "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to

dwelling or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

4.3. “Council” means the duly elected legislative body governing the City of Stanwood.

4.4. “Director” means the City’s Community Development Director and/or Public Works Director.

4.5. “Effective Date” means the effective date of the Adopting Resolution.

4.6. “Existing Land Use Regulations” means the ordinances adopted by the City Council of Stanwood in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Public Works Street and Utility Standards, SEPA, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards.

4.7. “Fees” means all monetary payment of permit fees, impact fees or fees collected for non-land use regulations. The fee resolution that is adopted by the Stanwood City Council at the time of **complete building** permit submittals will be the fee schedule in place.

4.8. “Landowner”, “Owner” or “Developer” means the owner or the party who has acquired any portion of the Subject Property from the Owner who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Owner” is identified in Section 5 of this Agreement. The terms “Landowner”, “Owner” or “Developer” may be used interchangeably in this Agreement.

4.9. “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

5. Exhibits. Exhibits to this Agreement are as follows:

- 5.1. Exhibit A – Legal description of the Subject Property.
- 5.2. Exhibit B – Vicinity Map.
- 5.3. Exhibit C – Enlarged Site Plan.
- 5.4. Exhibit D – Vested Studies.
- 5.5. Exhibit E – Legal Description of Property to be sold by City.
- 5.6. Exhibit F – Purchase and Sale Agreement.
- 5.7. Exhibit G – Termination of Right of First Refusal.

6. Parties to Development Agreement. The parties to this Agreement

are:

6.1. The “City” is the City of Stanwood, 10220 270th St NW, Stanwood, WA 98292.

6.2. The “Developer” or “Owner” is WEST EDGE DEVELOPMENT – THREE, LLC, a Washington limited liability company which owns the Subject Property in fee, and whose principal location is currently located at P.O. Box 430, Arlington, Washington, 98223.

6.3. The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property. The terms “Landowner”, “Owner” or “Developer” may be used interchangeably in this Agreement.

7. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development. The City has interest in the private development to ensure compatibility with the Stanwood Municipal Code and Zoning requirements that are currently adopted.

8. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement and shall continue in force for a period of 15 years, unless the property is developed to the terms of this agreement or unless revoked by mutual agreement of the Parties and approved by an adoption of a Resolution of the City Council. A covenant shall be recorded against the subject property stating the property is to be developed pursuant to this development agreement and with a **maximum** of five hundred sixteen (516) multi-family/townhouse units.

9. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

10. Permitted Uses. The property uses shall be those set forth in this Agreement, the permits and approvals identified herein, and all Exhibits incorporated herein.

COMPONENT	ORDINANCE	DEVIATION REQUEST
Density	SMC 17.60.030 allows 20du/acre. This would allow 436 dwelling units.	The proposal is for a total dwelling unit count of 516 units i.e., 444 apartment units and 72 Townhouse units. This would represent a unit density of approximately 23.77 units

		per acre. We feel that this very modest request for a slight increase in unit density should be considered and approved by the City considering the high costs that this project will face both for the 268th St. NW ROW relocation and construction but also the high cost of offsite utility improvements that have been identified and will be required for this project (these improvements both for scale and costs are more fully described in the attached documentation supporting this Development Agreement Application and in the preliminary grading, drainage and utility plans submitted.) In addition, rental housing is in significant demand in the Stanwood (and greater Stanwood area) and this proposed project will help support the residential needs that exist both now and in the future as the additional phases of this project are completed.
Dwelling Unit Mix Types	SMC 17.47.040.4 allows for multiple types of dwelling units if a project in the TN zone has 10% or more of commercial application.	Our proposal has 26,510 GSF of Commercial. This accounts for 3.43% of the project. Given the nature and design of the commercial space being proposed we believe this is an acceptable request. The marketplace buildings could meet the 10% requirement but would lose the pedestrian walking street and farmers/Saturday market. We believe that having those elements are a better fit, and of more benefit, for the community of Stanwood than the additional commercial space. To that end we are requesting a departure from code in the amount of 6.57%.
Parking	SMC 17.05.140 would require 1,254 stalls consisting of the following:	The number of parking stalls this project is proposing to provide is 1,039 total stalls. The on-site parking

	• 1 space per 200 SF of commercial – 26,510SF = 133 spaces. • 2 spaces for every 2-bedroom townhouse – 44 units = 88 spaces • 2.5 spaces for every 3-bedroom townhouse – 28 units = 70 spaces • 1 guest space for every 5 2 or 3-bedroom townhouse unit – 72 units = 14 spaces • 1.5 spaces are required for every studio/1-bedroom apartment – 264 units = 396 spaces • 2 spaces for every 2-bedroom apartment unit – 150 units = 300 spaces • 2.5 spaces for every 3-bedroom apartment – 30 units = 75 spaces • 1 guest space for every 5 apartment units – 444 units = 89 spaces	stalls proposed will include 41 Handicapped stalls, 256 compact stalls, and 105 tandem stalls. The parking stalls proposed to be constructed as structured parking (under building) will be stalls assigned to the individual units. The approximately 86 stalls that we are planning to construct along with the ROW improvements are anticipated to be public stalls that will serve both patrons of the proposed commercial spaces as well as guest parking for the residential units. While we recognize that the City of Stanwood does not provide design standards for tandem stalls it has been our experience that tandem stalls are frequently provided as assigned stalls for the larger 2- and 3-bedroom units in mixed use projects of this scope. Additional information on the tandem stalls is in the traffic addendum and in the parking management plan. A parking analysis has been provided as part of the Traffic Impact Analysis (TIA) by Kimley-Horn Associates which is attached for reference as part of the SEPA Checklist. Kimley -Horn also provided a parking management plan to address peak parking times and specifics on interplay between residential and commercial demand. The parking analysis provided as part of the TIA is as follows: Per data from ITE's Parking Generation Manual, 5th Edition, the average parking demand rates for the various land uses are: • 2.39 vehicles per 1,000 SF of office – 15,910 SF = 38 vehicles
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		• 1.95 vehicles per 1,000 SF of shopping center – 10,600 SF = 21 vehicles • 1.21 vehicles per unit for multifamily (low-rise) – 72 units = 87 vehicles • 1.31 vehicles per unit and multifamily (mid-rise) – 444 units = 582 vehicles Per ITE data, the Cedarside Commons development has a parking demand of 728 vehicles utilizing ITE parking demand data. The development is proposing to construct 1,000+ parking spaces on-site, exceeding ITE's parking demand requirements by approximately 28%. Per Stanwood Municipal Code 17.105.050, as the development meets ITE Parking Generation Manual requirements, a reduction in the required number of parking spaces to the proposed number of spaces would be allowed. In keeping with the Owner's vision of a nature-oriented development we believe that reducing the amount of parking allows for the inclusion of more natural space and will limit large areas of open empty concrete that cause hot spots and other undesirable effects.
Height limitations	SMC imposes a height limitation of 55' taken from the average frontage grades of the buildings	Of the twenty-four structures proposed for the project only buildings A1, A2 and Building C slightly exceed the height limit of 55' taken from the average frontage grades of the buildings. The average grade at the frontage for Building C for example, is 55' 6" to the parapet.

		The finished elevation at the low sloped roof is at height of 43' 6". The roof elements are highly articulated with variable height parapets that exceed the allowable height limits by in some cases as little as 6" to as much as a proposed 24" parapet extension i.e., 57'. We are also proposing a series of sheds to further articulate the roof lines of Building C. In all cases these shed roofs are above the proposed parapet heights but do not exceed the extra allowable ten feet in building height allowed under the City of Stanwood Zoning Code for sloping roof forms i.e. 65' above average front grade. It should also be noted that the added parapet height requested will not only provide more interesting and articulated roof elements but also shield from view the roof top mechanical units planned for these structures. Building A1 and A2 are modestly taller than the other structures of the Cedarside project particularly as defined by the allowable height limit of 55' in the TN zone. The A1 and A2 structures are placed at the higher, natural site elevations to enhance the view potential from the units. The backdrop of the bulk and scale of the nearby Stanwood High School facility a request for added building height above the 55' for these two buildings is appropriate. Please also note that the entry floor level transitions from an at-grade street condition at the building's frontages to a basement condition at the north ends of the two building will reduce the visual scale and height of the two structures
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		significantly at the facades that face Church Creek Park and 72nd St. The elevations for Buildings A1, A2 and C and all other structures greater than three-stories, indicate an elevator overrun and roof top stair element that may slightly exceed the maximum height requirements. These are called out on the elevations and will be held to the minimum but should not count towards total elevations per City staff. More information on the elevator over-run dimensions will be finalized when the manufacturer of the elevator is selected. The roof-stair access will be installed for the Fire Marshal and for mechanical maintenance but will not allow public access. An additional 10 feet may be allowed for multifamily, townhouse, and hotel/motels when the TN zone is located within 200 feet of SR 532 if the structure includes a pitched roof and no additional floors are added. Exhibit F attached shows the table of heights for all buildings.
Trails	The City and Developer are interested in creating a public use easement for trail systems inside the proposed development.	The City and Developer intend to create a public use easement across the internal trail systems of the Cedarside project so the trails can be connected with the Church Creek Park trail system. The easement will protect the developer from liability of general public's use of the trail system and will provide additional safe walking paths to nearby schools. It will also enhance the useability of the combined trail system for the current and future residents of Stanwood.
Traffic Mitigation	The City has requested	The City shall issue all required

	the Developer install a roundabout at the intersection of SR 532 and 64th Avenue N.W., which will require a right-of-way permit from WSDOT.	permits for the construction of the improvements upon Developer's property. The Developer will provide a performance bond in the amount 150% the cost of the roundabout within 60 days after completion of the Intersection Control Evaluation (ICE) with WSDOT. The City will prepare, submit, and obtain the WSDOT permit. The Developer will install the roundabout, which work will commence within thirty (30) days after issuance of the right-of-way permit from WSDOT. The City will grant Developer a credit against the traffic mitigation fees in an amount equal to, but not greater than, the cost of construction of the roundabout. If the Developer fails to begin construction of the roundabout as outlined above, after WSDOT has issued right-of-way permits, the performance bond may be utilized by the City. In the event permits for the construction of the roundabout have not been issued at the time the property improvements are completed and the Developer is seeking a final Certificate of Occupancy, the City will not delay final occupancy and will be entitled to pursue funds from the performance bond provided they are then in possession of the WSDOT right-of-way permit. The developer will carry the performance bond for duration of this agreement not to exceed fifteen (15) years unless altered in an addendum to this agreement. Developer shall retain traffic mitigation funds to be used toward the cost of the roundabout
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		should the City pursue the performance bond after final occupancy has been granted and construction has ceased.
Bike Lanes/Pedestrian Access/Parking		Bike lanes and off street parking are planned, but do not need to be installed further east than the Townhouse turnout. Sidewalks are planned to the east boundary of the project on the north side of the street, but because there will be no residential structures east of the Townhouse there is no need for sidewalks further east of the Townhouse on the south side of the street.

11. Modifications. Minor amendments to the Development Agreement may be approved administratively by the community development director. Major amendments to the Development Agreement shall be approved by City Council.

11.1. Minor amendments shall include:

- Boundary line adjustment.
- Changes to street standards.

11.2. Major amendments shall include:

- Revisions to the approved permitted uses.
- Increase of density greater than 20 dwelling units per acre.
- Additional buildings.

12. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

13. Existing Land Use Fees and Impact Fees.

13.1. Land use fees adopted by the City by ordinance or resolution as

of the Effective Date of this Agreement may be increased by the City from time to time. All fees shall be those in place at the time of permit submittal or issuance.

13.2. Except as provided in the following Section, all impact fees shall be paid as set forth in the approved permit or approval, or adopted City fee schedule. All impact fees shall be those in place at the time of permit submittal or issuance.

13.3. The Developer will install the roundabout, which work will commence within thirty (30) days after the issuance of the right-of-way permit from WSDOT. The City will grant Developer a credit against the traffic mitigation fees in an amount equal to, but not greater than, the cost of construction of the roundabout.

14. Development Activity. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate Developer of the Subject Property to have certain aspects of the development agreed to by both the City and current Owner prior to development, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the following factors will assist in the development of the project:

15. Property Uses. The subject property is designated for **Traditional Neighborhood** development and shall construct a maximum of five hundred sixteen (516) dwelling units.

15.1. Access. Access to the project will be provided from 72nd Avenue N.W. over a new Right-of-Way to be constructed by Developer.

15.2. Right-of-Way Dedication. Right-of-way dedication shall be in accordance with Section 16 below.

15.3. Development Standards. The subject property shall be developed as a multi-family/townhouse residential project with mixed use commercial development. The Developer shall submit a site development permit application for each phase of the development consistent with the submittal requirements of the Stanwood Municipal Code in effect at the time of submittal for the City to review and approve. The Developer may submit one overall site development permit application in lieu of three individual phased plans. The site development permit application (s) shall include all applicable submittal requirements in place at the time of development. The multi-family/townhouse residential project shall be designed in accordance with the architectural standards in place at the time of development permit submittal and the buildings shall be designed to reduce the mass of the structures.

15.4. Vested Studies. The following studies are vested to the

development of the property:

• Traffic Impact Analysis completed by Kimley Horn dated 08/2022
• Critical Areas Study completed by Harmsen & Associates 09/20/2021
• Stormwater Drainage Report completed by Harmsen & Associates 08/19/2022
• SEPA Checklist completed by CDA Architects 09/15/2022

Changes to density, housing types, subdivision of lots, or any changes leading to an increase of development intensity, require the submittal of new documents and shall be subject to review under the regulations in place at the time of development.

15.5. Roadway Standards. Road standards shall be in accordance with SMC Street and Utility Standards, Section 2.

16. Dedication/Vacation of Right-of-Way. Except as otherwise provided herein, the Developer shall dedicate public right-of-way associated with 268th Street N.W. as follows:

16.1. Dedication of Right-of-Way. Prior to issuance of any certificate of occupancy for the subject property, approximately 72,419 square feet of property shall be dedicated to the City for a public full street constructed to city standards. The dedication shall include the entire improved street,. The required street lighting shall be installed and owned by the Developer, but will be connected to the City street lighting grid.

16.2. Vacation of Right-of-Way. Upon the dedication of the public Right-of-Way as contemplated by the previous section, the City shall vacate approximately 66,991 square feet of the existing Right-of-Way now known as 268th Street N.W. The real property consisting of the existing Right-of-Way now known as 268th Street N.W. shall be conveyed to the Developer upon completion of the vacation of said the existing Right-of-Way now known as 268th Street N.W referred to in the previous section.

16.3. Construction of Right-of-Way. Developer shall construct the newly created 268th Street N.W. Which will be transferred to the City upon completion and approval of completeness in exchange for the current 268th St that borders the southern portion of the property.

17. Default.

17.1. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or

Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

17.2. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Stanwood Municipal Code for violations of this Development Agreement and the Code.

18. Review. The City may, during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

19. Termination. This Agreement shall expire and/or terminate Upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed and all of the Owner's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit type or any nonresidential building and the lots, parcels, or tracts upon which such residence or building is located, when it has been approved by the City for occupancy.

20. Effect upon Termination on Owner Obligations. Termination of this Agreement as to the Owner of the Subject Property or any portion thereof shall not affect any of the Owner's obligations to comply with the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

21. Effects upon Termination on City. Upon any termination of this Agreement as to the Owner of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the existing planning and zoning laws).

22. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein

to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action and shall provide copies of the recorded documents that sell, assign, or transfer all or a portion of the Subject Property should such action be finalized and shall provide copies of the recorded documents that sell, assign, or transfer all or a portion of the Subject Property should such action be finalized.

23. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

24. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the term of this Development Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property. If the City Council approves amendments to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations regarding uses, the approved uses on the subject properties shall be considered legal uses by the terms of this agreement.

25. Releases. Owner, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

26. Notices. Notices, demands, correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5 or as updated pursuant to Section 20. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of

their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

27. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Snohomish County Superior Court or the U.S. District Court for Western Washington.

28. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

29. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

**WEST EDGE DEVELOPMENT –
THREE**, a Washington limited liability
company

CITY OF STANWOOD

By: _____
Name: Andrew D.A.W. McKinley
Title: Managing Member
Date Executed: _____

By: _____

Date Executed: _____

ATTEST:

By: _____ City Clerk

By: _____ City Attorney

[illegible]

On this _____ day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANDREW D.A.W. McKINLEY, to me known to be the Managing Member of **WEST EDGE DEVELOPMENT – THREE, LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

[illegible]

On this _____ day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Mayor of the City of Stanwood, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

EXHIBIT A LEGAL DESCRIPTION

PARCEL A:

The Southeast quarter of the Southwest quarter of Section 20, Township 32 North, Range 4 East, W.M. Snohomish County, Washington;
EXCEPT the North 495.00 feet thereof;
AND EXCEPT the South 208.7 feet of the East 208.7 feet thereof;
AND EXCEPT the South 20 feet thereof conveyed to Snohomish County for Road by Deed recorded under Recording No. 250901;
AND EXCEPT therefrom that portion conveyed to the State of Washington by Deeds recorded under Recording Nos. 1338950, 1906778 and 1993450;
AND EXCEPT that portion of said Southeast quarter of the Southwest quarter of Section 20, described as follows:

Commencing at the Southwest corner of the North 495.00 feet of said Southeast quarter of the Southwest quarter;
THENCE South 88°30'55" East, along the South line of said North 495.00 feet, a distance of 23.50 feet to a point on the Easterly margin of 72nd Avenue NW, as conveyed to Snohomish County by Deeds recorded under Recording No. 166497 and 501556, the True Point of Beginning;
THENCE South 0°39'59" West, along said Easterly margin a distance of 258.89 feet;
THENCE South 89°20'01" East a distance of 6.50 feet to a point on a curve at which point the radial bearing of said Curve is North 89°20'01" West;
THENCE Southeasterly along said curve, to the left, having a radius of 30.00 feet, through a central angle of 89°28'07", an arc distance of 46.85 feet;
THENCE South 88°48'08" East a distance of 154.08 feet;
THENCE North 0°41'13" East a distance of 287.59 feet to a point on said South line of said North 495.00 feet; THENCE North 88°30'55" West, along said South line, a distance of 190.41 feet to the True Point of Beginning;
(Also known as Parcel B, Boundary Line Adjustment recorded under Recording No. 201811155006, records of King County, Washington).

PARCEL B:

Beginning at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 20, Township 32 North, Range 4 East, W.M., Snohomish County, Washington;
THENCE North 208.7 feet;
THENCE West 208.7 feet;
THENCE South 208.7 feet;
THENCE East 208.7 feet to the True Point of Beginning;
EXCEPT 268th Street NW.

PARCEL C:

Beginning at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 29, Township 32 North, Range 4 East, W.M.;
THENCE West along the North boundary of said Northeast quarter to the Easterly boundary of SSH 1-Y; THENCE Southeasterly along said Boundary to the East boundary of said Northeast quarter;
THENCE North to the Point of Beginning;
AND beginning at the Northwest corner of the Northeast quarter of Section 29;
THENCE East along Section line to the point where said Line intersects Stanwood-Bryant County Road; THENCE in Southwesterly direction along the Northerly side of said County Road to the
DEVELOPER AGREEMENT

point where said North boundary line intersects with the West line of the Northeast quarter of said Section 29, Township 32 North, Range 4 East, W.M.;
THENCE North along said line to the Point of Beginning;
EXCEPT County Road.
ALL SITUATE in the County of Snohomish, State of Washington

EXHIBIT B
VICINITY MAP

EXHIBIT C
ENLARGED SITE PLAN

EXHIBIT D
VESTED STUDIES

Traffic Impact Analysis completed by Kimley Horn dated 08/2022
Critical Areas Study completed by Harmsen & Associates 09/20/2021
Stormwater Drainage Report completed by Harmsen & Associates 08/19/2022
SEPA Checklist completed by CDA Architects 09/15/2022

EXHIBIT E
LEGAL DESCRIPTION OF PROPERTY TO BE SOLD BY CITY
(SECTION 17)

Parcel A. City of Stanwood Boundary Line Adjustment No. LBLA 2018-0360, recorded under Recording No. 201811155006, records of Snohomish County, Washington, being a portion of the Southeast quarter of the Southwest quarter of Section 20, Township 32 North, Range 4 East of the Willamette Meridian.

Situated in the County of Snohomish, State of Washington.

**EXHIBIT F
BUILDING HEIGHTS TABLE**

Building	Roof Type	Allowed Height	Original Proposed Height	New Proposed Height
A1 / A2	flat	55'	63.84' to 72.75'	65'-2" (typ parapet) 72' (stair tower)
A3 / A4	flat	55'	53.5' to 62.3'	54'-10" (typ parapet) 64'-2" (stair tower)
B1 / B2	flat	55'	53.5' to 62.3'	54'-10" (typ parapet) 61'-8" (stair tower)
B3	flat	55'	54' to 62.6'	54'-10" (typ parapet) 61'-8" (stair tower)
Commons	sloped/pitched	65'	31.58'	31'- 8 1/2"
C	flat	55'	43' to 64'	43'-6" (top of 5th floor terrace deck) 55'-6" (typ parapet) 64'-6" (stair tower)
D1 / D2	sloped/pitched	30'	29.25'	27'- 2 1/2"
Townhomes	sloped/pitched	65'	40'	39'-0"

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE CITY OF STANWOOD, WA, SETTING A
PUBLIC HEARING DATE TO CONSIDER VACATION OF RIGHT-OF-
WAY ON A PORTION OF 268TH STREET NW BETWEEN 72ND AVENUE
NW AND 68TH AVENUE NW.**

WHEREAS, the City of Stanwood has received a Petition to vacate a portion of 268th Street NW between 72nd Avenue NW and 68th Avenue NW pursuant to Chapter 14.48 Stanwood Municipal Code, and

WHEREAS, said petition was signed by the owners of more than two thirds of the property abutting the street to be vacated; and

WHEREAS, the real property proposed to be vacated is depicted in Exhibit 'A' is attached hereto and incorporated herein by this reference; and

WHEREAS, SMC 14.48.050 requires a public hearing on such an action and that the date of such public hearing must be fixed by Resolution of the City Council and shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution;

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

Section 1. The time and place for the public hearing and consideration of the above-referenced right-of-way vacation petition by the City Council of Stanwood is hereby set for 7:00pm on March 28, 2024, or as soon thereafter as can be held in the Stanwood / Camano School District Administration building located at 26920 Pioneer Highway, Stanwood, WA.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD
THIS 22nd DAY OF FEBRUARY, 2024.**

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa M. Sokolik, City Clerk

Nikki Thompson, City Attorney

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION NO. 2024-04

EXHIBIT 'A'

MAP:



CEDARSIDE

Peaceful Living, in Contemporary Northwest Style



**WEST EDGE
DEVELOPMENT**



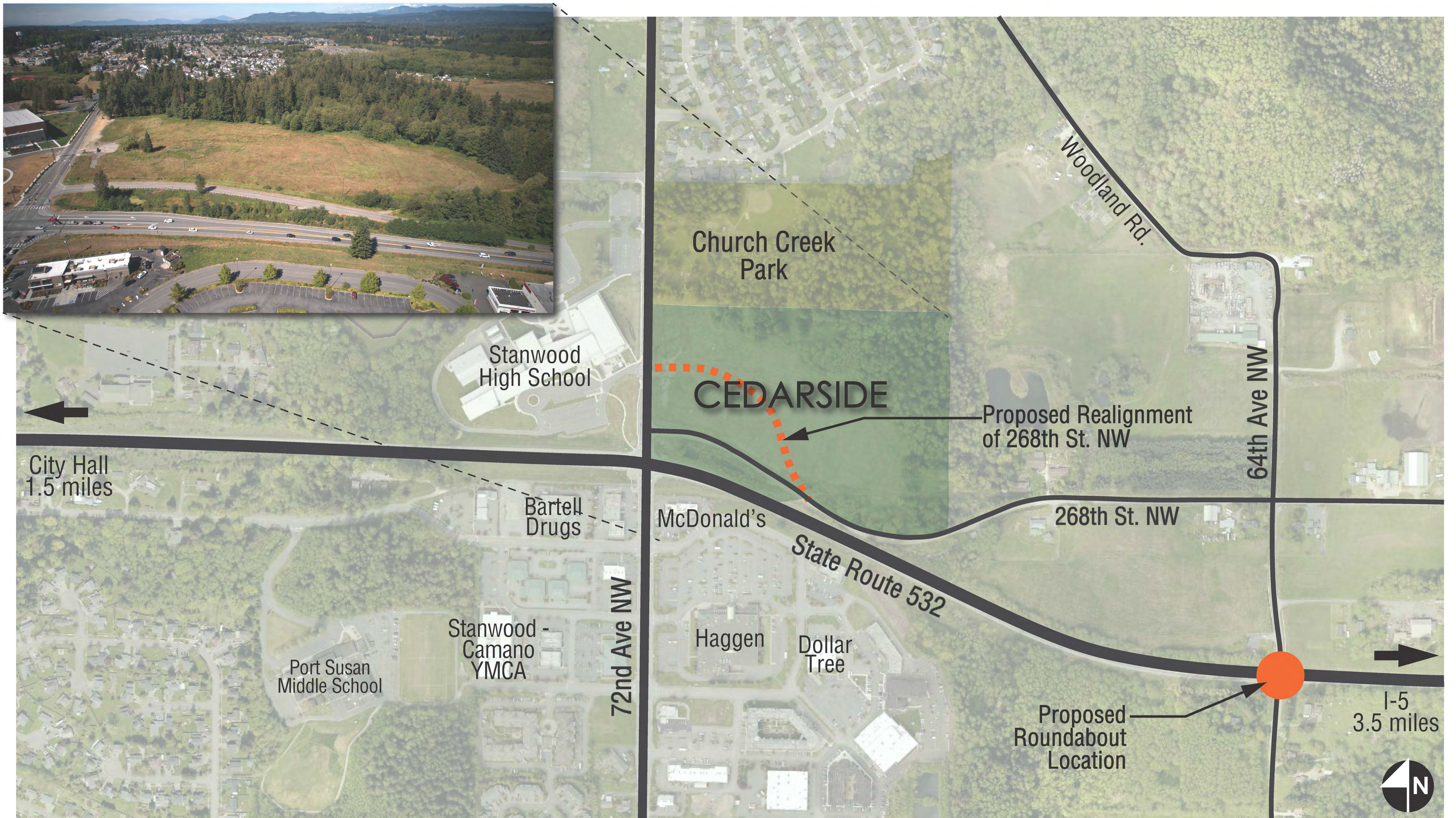
**DESIGNS
northwest
ARCHITECTS**

Tel 360.629.3441 Fax 360.629.6159
26915 102nd Dr. NW Stanwood, WA 98292

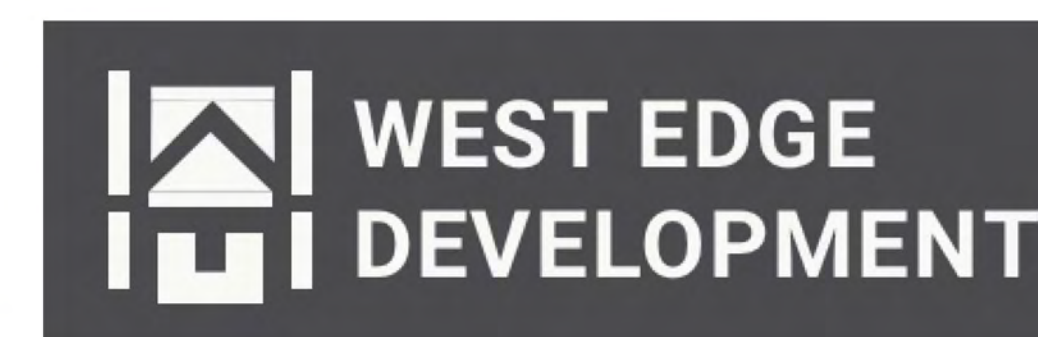
CDA

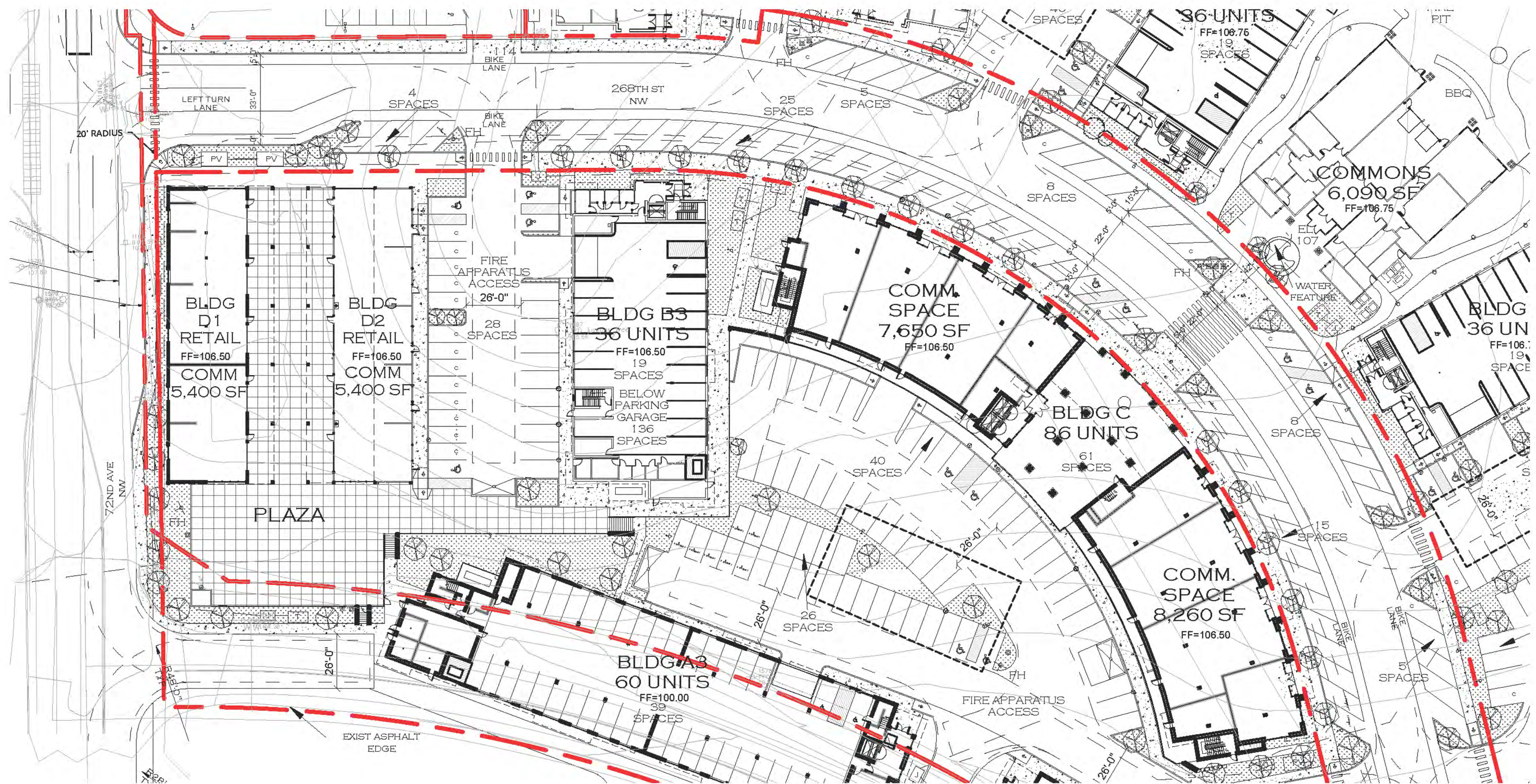
**PIRSCHER
ARCHITECTS**

CDA + Pirscher Architects
23114 100th Ave West
Edmonds, Washington 98020
(206)368-9668
Fax (206)368-9558

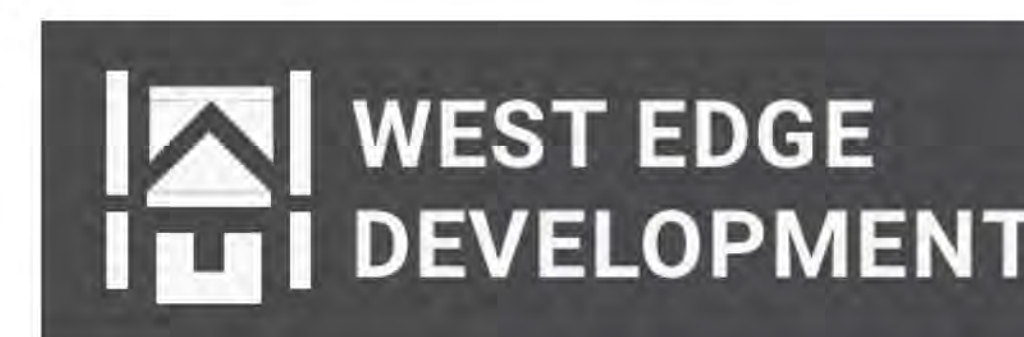


Vicinity





Enlarged Site Plan



Landscape Plan



DESIGNS
northwest
ARCHITECTS

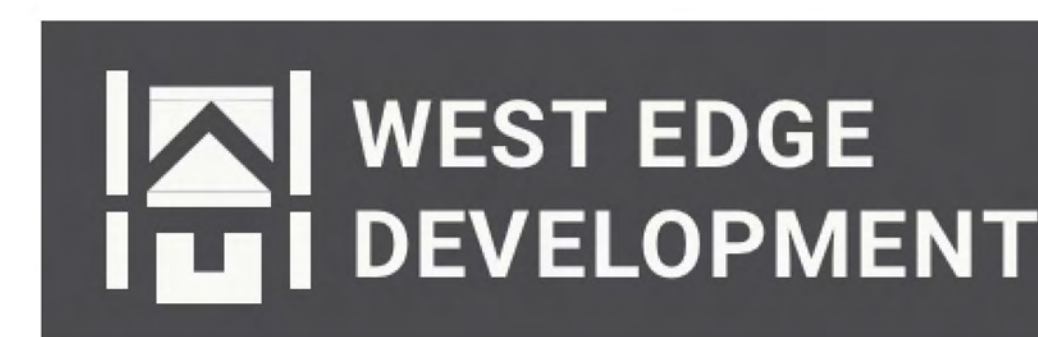
Tel 360.629.3441 Fax 360.629.6159
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PIRSCHER
CDA ARCHITECTS

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23114 100th Ave West
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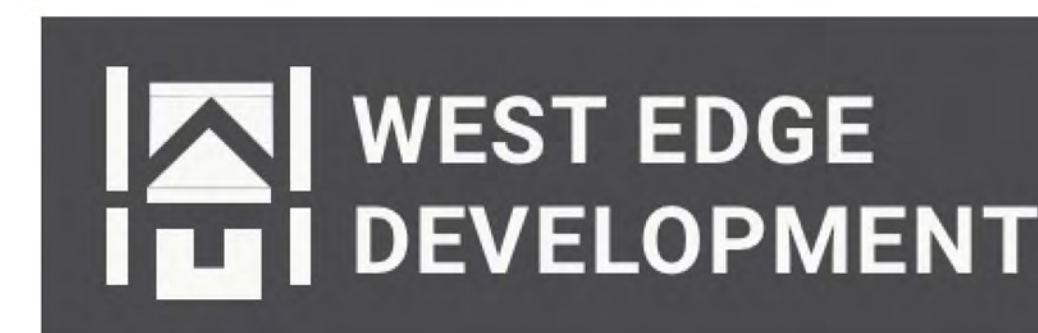


Aerial





Outside Looking In



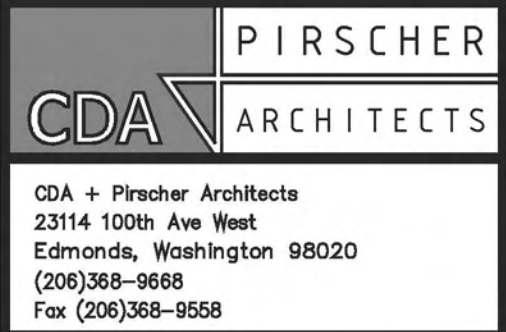


Commercial Space





Apartments and Commons





Townhomes



**WEST EDGE
DEVELOPMENT**



**DESIGNS
northwest
ARCHITECTS**

Tel 360.629.3441 Fax 360.629.6159
 26915 102nd Dr. NW Stanwood, WA 98292



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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11

DATE: February 22, 2024

SUBJECT: Council Rules of Procedure Amendments

CONTACT PERSON: Shawn Smith, City Administrator

ATTACHMENTS: A - Resolution 2024-05

ISSUE

The issue before the City Council is to review proposed amendments to the Stanwood Council Rules of Procedure and consider approval of Resolution 2024-05.

RECOMMENDATION

Approve Resolution 2024-05 updating the Stanwood Council Rules of Procedures.

DISCUSSION

Pursuant to SMC 2.02.080, the City Council adopted Council Rules of Procedure to guide all members on general provisions, council procedures, duties and expectations of members. City of Stanwood Rules of Procedure, No. 44. states, "These Rules should be periodically reviewed every two years in January or February of even numbered years, or at such other times as the Council deems appropriate.

The primary proposed amendments include two changes:
A clarification that the public comment periods at city council meetings are a limited public forum and comments must address topics related only to the conduct of City business.

Removing "collective bargaining" from the list of potential topics eligible for discussion in executive session because this topic should be discussed in a closed session rather than an executive session.

FINANCIAL IMPACT

There is no financial impact to this action.

COUNCIL OPTIONS

1. Approve Resolution 2024-05 amending the Council Rules of Procedure.
2. Do not approve Resolution 2024-05 and direct staff to continue review of procedures.

RECOMMENDED MOTION

“I MOVE TO APPROVE ADOPTION OF RESOLUTION 2024-05 AMENDING THE COUNCIL RULES OF PROCEDURE”.

Stanwood, Washington
RESOLUTION 2024-05
A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON
AMENDING COUNCIL RULES OF PROCEDURES

WHEREAS, Chapter 35A.12.120 RCW gives the City Council of each code city the power to set rules for conducting its business within the provisions of Title 35A RCW; and

WHEREAS, the City Council has reviewed certain rules of procedures and wishes to amend certain provisions; and

WHEREAS, the changes will provide more clarity for the City Council and general public; and

WHEREAS, the City Council wishes to make these changes effective February 23, 2024; now therefore

THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON HEREBY RESOLVES:

Section 1. The Council Rules of Procedures Rule 22, are hereby amended as follows:

ORDER OF BUSINESS

Rule 22. The business of regular meetings of the Council shall normally be transacted as follows; provided, however, that the Presiding Officer, with the concurrence of a majority of council, may, prior to or during a Council meeting, rearrange or eliminate items on the agenda to conduct the business before the Council more expeditiously.

(a) Call to order by the presiding officer and Pledge of Allegiance

The Mayor shall, precisely at the hour appointed, call the Council to order. In the absence of the Mayor or Mayor pro tempore, the City Clerk or his/her assistant shall call the Council to order, whereupon the Council shall elect any qualified person to serve as the Mayor pro tempore in the absence or temporary disability of the Mayor.

Upon the arrival of the Mayor or Mayor pro tempore, the temporary chairman shall immediately relinquish the chair upon the conclusion of the particular item of business then immediately before the Council.

(b) Roll Call

Before proceeding with the business of the Council, the City Clerk or his/her Deputy shall call the roll of the members, and the names of those present shall be entered in the minutes.

(c) Approval of the Agenda

(d) Public Comments

- (1) City Council meetings are for the purpose of allowing members of the legislative body to come together to conduct the business of the City in the presence of the public. They are not "Town Hall" style meetings where public commentary is broad and varied. In order to ensure efficient conduct of the City's business, public comment is solicited on topics related only to the conduct of City business. Public comment period is a limited public forum, not an open public forum. Members of the public wishing to address the Council must sign in with the City Clerk or his/her Deputy before the meeting. A sign-in sheet is accessible at the entrance of the Council Chamber.
- (2) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name, ~~city of residence~~ connection to the City, and the subject of their comments. The Presiding Officer may then allow the comments subject to a three (3) minute limitation per speaker, or other limitations as the Presiding Officer may deem necessary. Following such comments, if action is requested, the matter may be placed on the current agenda or a future agenda, or referred to staff or a Council committee for investigation and report at a future meeting in accordance with Rule 11.
- (3) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (e.g. proponents, opponents, adjacent owners, vested interests, etc.). All comments shall be limited to three (3) minutes per speaker, or other limitations as the Chair or Council may deem necessary.
- (4) Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.
- (5) In order to ensure broad public access and participation, City Council meetings are live streamed via Zoom. Remote public comment is not available, unless accommodation under the Americans with Disabilities Act (ADA) is requested at least 24 hours in advance of the meeting. Such requests can be made to the City Clerk.

(e) Staff/Department Reports

(f) Council Committee Reports

(g) Consent Agenda

(1) The Mayor shall place matters on the consent agenda which have been:

- i. previously discussed by the Council, or
- ii. based on the information delivered to members of the Council by administration that can be reviewed by a Councilmember without further explanation, or
- iii. are so routine or technical in nature that passage is likely, or
- iv. as directed by the City Council.

Where possible, a Councilmember should notify the Presiding Officer prior to meeting when wanting to remove an item from the consent agenda.

(2) The suggested Council motion on the consent agenda is as follows: "I move for adoption of the consent agenda, items a through" This motion will have the effect of moving to adopt all items on the consent agenda. Since adoption of any item on the consent agenda implies unanimous consent, any member of the Council shall have the right to remove any item from the consent agenda. Therefore, prior to the vote on the motion to adopt the consent agenda, any member of the Council may request to have an item withdrawn from the consent agenda. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for the current or a future meeting.

(h) Unfinished Business

(i) Public Hearings

(j) New Business

(k) Public Closing Comments

(l) Executive/Legislative Reports

- Mayor's Report
- City Administrator's Report
- Councilmember Reports/Questions

(m) Recess to Executive Session:

Executive Sessions or closed meetings may be held in accordance with the provisions of the Open Public Meetings Act (Chapter 42.30.RCW). Subject to limitations in RCW 42.30.110, topics that may be discussed in executive session include but are not limited to:

- Personnel matters.

- Consideration of acquisition or sale or lease of property for public purposes or sale or lease of city-owned property.
- Potential or pending litigation in which the city has an interest, as long as legal counsel is present in person or by phone as provided in the Revised Code of Washington.
- ~~Collective bargaining.~~

The Council must keep confidential all written materials and verbal information provided to them during Executive Sessions to ensure that the City's position is not compromised. The Council may hold an executive session during a regular or special meeting. Before convening to executive session, the Mayor and/or City Attorney shall publicly announce the purpose for excluding the public from the meeting place and the length of time for the executive session.

(n) Reconvene and Adjourn

PASSED AND APPROVED BY THE CITY COUNCIL ON THIS ____ DAY OF _____, 2024.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

Nikki Thompson