City of Stanwood

City Council Packet

Stanwood City Council
Regular Meeting

Thursday, March 14, 2024

AGENDA
CITY COUNCIL REGULAR MEETING
March 14, 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 or via Zoom. The Zoom link is posted on the City's website calendar
https://www.stanwoodwa.org

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **PRESENTATIONS**
5. **PUBLIC COMMENTS**
   - Verbal comments may be provided in-person.
   - Written comments must be provided to the Clerk by 12:00 p.m. the day of the meeting via this link: https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61
   - Remote (online or phone-in) comments can be received by reasonable accommodation only. Any requests for reasonable accommodation for remote participation, must be sent in writing to the City Clerk at cityclerk@stanwood.wa.us by 12:00 p.m. the day of the meeting.
6. **STAFF / DEPARTMENT REPORTS**
   - a. Police Compstat Report – February **6.1**
   - b. Comprehensive Plan / SMC Update **6.23**
7. **COUNCIL COMMITTEE REPORTS**
   - a. Economic Development Board Meeting Minutes – January 19, 2024 **7.1**
   - b. Finance Committee Meeting Minutes – February 22, 2024 **7.5**
   - c. Parks and Trails Advisory Committee – January 17, 2024 **7.7**
   - d. Public Works Committee Meeting Minutes – March 4, 2024 **7.11**
8. **CONSENT AGENDA**
   - a. Approve Vouchers and Payroll Checks **8.1**
   - b. Approve City Council Regular Meeting Minutes – February 22, 2024 **8.5**
   - c. Approve Third Reading and Adopt Ordinance 1527 Sewer Utility Rates **8.11**
   - d. Approve Second Leak Adjustment for Account 2794 **8.17**
9. **UNFINISHED BUSINESS**
10. **PUBLIC HEARING**
    - Cedarside Development Agreement **10.1**
      - i. Continue Cedarside Development Agreement Public Hearing
      - ii. Open 268th Street Vacation Public Hearing
      - iii. Adopt Resolution 2024-03 Cedarside Commons Development Agreement
      - iv. Approve First Reading of Ordinance 1530 268th Street Vacation
11. **NEW BUSINESS**
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 28, 2024 City Council Meeting 7:00 pm
Thursday, April 11, 2024 City Council Meeting 7:00 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: March 14, 2024

SUBJECT: Police Compstat

CONTACT PERSON: Reports Chief Jason Toner

ATTACHMENTS: A – February 2024 Compstat

SUMMARY STATEMENT

Attached is the February 2024 Compstat Report for council review.

ATTACHMENT A

Stanwood Police Department

CompStat Report



City of Stanwood Police Chief Jason Toner

Prepared by: Snohomish County Sheriff Office Crime Analysis Unit and Stanwood Police Department

FEBRUARY 2024

Stanwood Police Department

COMPSTAT REPORT

What is CompStat?

CompStat stands for 'Computer Statistics' dealing specifically with crime. It is found to be an effective way to accurately track crime and use the information to deploy officers to address it in timely manner. It is a performance management system that is used to reduce crime and achieve other police department goals. It emphasizes information-sharing, responsibility and accountability and improving effectiveness.

What is the benefit to the community?

CompStat allows us to track crime problems and allocate resources to the areas that are being affected. By being able to focus our efforts on areas being impacted, we are able to make apprehensions and drive down crime in Stanwood.

How is data collected?

Crime Analysts access a variety of systems to collect and analyze law enforcement data. Data collection begins at the 911 call center (SNO911) and carries over into law enforcement records management systems (LERMS). Much of the information presented in this report is also reported to state and federal agencies annually.

What data will you see in this report?

What occurred within the city limits of Stanwood and calls responded to by the Stanwood Police outside the city.

This is a true representation of all police activity occurring in the City of Stanwood, you will see these calls listed as “In the STW Beat”. On occasion, Stanwood Police officers will be called outside the city to assist other agencies. We also have deputies who live outside of the city so on occasion they will make a traffic stop or respond to a nearby call while commuting to work. You will see these call listed as “Answered by STW ORI”

Incident data:

This represents what police were called to and includes self-initiated activity. Multiple 911 calls for the same incident are presented as a single incident.

Case data:

An incident becomes a case when the deputy determines reporting protocol is met. A case is often generated based on a specific crime, traffic collisions, arrest or the need to document specific actions or information.

FEBRUARY 2024

Stanwood Police Department

POLICE STAFFING

The City of Stanwood contracts for law enforcement services through the Snohomish County Sheriff's Office. The contract is identified as a "stand alone" contract, which allows the City of Stanwood to maintain its own police identity to include policies and procedures that meet unique small city needs. All uniforms and vehicles are identified as Stanwood Police and we provide services to the city population of approximately 8,405.

DIVISIONS:

CHIEF OF POLICE: Has the rank of Lieutenant with the Sheriff's Office. Oversees all aspects of the Police Department daily operations. The Chief works with city staff to ensure community needs are met.

ADMINISTRATIVE SERGEANT: Administers the day-to-day administrative functions of the Police Department and oversees the day shift deputies, School Resource Officer and Detective. Steps in as the Chief of Police when the chief is absent.

NIGHT SERGEANT: Oversees the swing shift and night shift deputies.

PATROL DIVISION: Responds to crimes in progress, traffic collisions, missing persons, and other emergency and non-emergency calls for service.

SCHOOL RESOURCE OFFICER: Utilizes the concept of educator, informal counselor, and law enforcer; working to bridge the gap and build relationships between law enforcement and youth.

DETECTIVE: Works in conjunction with patrol and the resources of the Snohomish County Sheriff's Office to investigate a broad range of felony- and misdemeanor-level crimes that occurred in the City of Stanwood.

	ASSIGNED	VACANCIES	PERCENTAGE
Chief	1	0	100%
Sergeant	2	0	100%
Deputy	6	0	100%
School Resource Officer No longer a PD employee - SCSO contract	1	0	100%
Detective	1	0	100%

FEBRUARY 2024

Stanwood Police Department

RECORDS UNIT

Records Summary: Job duties include, but are not limited to, the following;

- Provide administrative support for all members of the Stanwood Police Department.
- Assist the Chief of Police with police budget tracking and review.
- Verify and code all incoming invoices for the Police Department.
- Ordering of supplies for the department, and special events.
- Subject matter expert for the Law Enforcement Records Management System (LERMS) used by Stanwood Police Department.
- Manage all Stanwood Police Department documents and records.
- Review all electronic case file entries and information for accuracy.
- Scan paper records into electronic case files.
- Forward criminal arrest referrals to the Prosecuting Attorney's Office.
- Enter trespass notices, gun alerts, and other safety alerts into the agency's electronic records management system.
- Route Child Protective Services & Adult Protective Service referrals.
- Maintain department case file and document archives per Washington State records retention/destruction schedules.
- Responsible for federal reporting of crime statistics to the National Incident Based Reporting System (NIBRS).
- Run monthly case audits and records validations.
- Enter court orders, missing persons, vehicle impounds, lost or stolen property, stolen vehicles, etc. into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Provide second checks for all entries made into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Conduct background checks for concealed pistol license and pistol transfers applications.
- Provide fingerprint services for concealed pistol license applicants and citizen fingerprints.
- Review and fulfill public records requests within the guidelines of the Public Records Act.
- Create/update/maintain all process, procedure, and training manuals for the position.
- Serve as Stanwood Police Department's Terminal Agency Coordinator for the Washington State Patrol ACCESS program.
- Assists with walk-in and telephone customers, averaging 8,000 yearly contacts.
- Route calls to 911 and non-emergency dispatch.
- Respond to requests for service and answer general questions.
- Manage key & key fob assignments for City of Stanwood employees.

	2024	2023	2022	2021	Year to Date
Public Records Requests	49	31	35	19	89
Concealed Pistol License Issued	16	27	32	68	76
Pistol Transfer Checks The PD no longer processes Pistol transfer checks. As of Feb 1st they are done by WSP for the entire state	0	29	37	27	YTD total adjusted to correct entry error from January 1
Fingerprinting & Approximate Time	2 0.5 hrs	21 5.25 hrs	4 1.0 hrs	40 10.0 hrs	35 8.75 hrs

FEBRUARY 2024

Stanwood Police Department

Message from the Chief

On Friday March 1st around 3:00 AM Washington State Trooper Christopher Gadd was stopped along I-5 in Marysville on DUI Patrol and was tragically killed when an intoxicated driver collided with his patrol vehicle at an extreme rate of speed. Trooper Gadd was the 23rd officer killed in the line of duty in 2024 and the 7th by motor vehicle collision. “When a police officer is killed, its not an agency that loses an officer, it’s an entire nation” Chris Cosgriff, Founder Officer Down Memorial Page.

Unfortunately, fatality collisions in total and due to impairment have been on the raise the last few years:

- 2021: 674 traffic fatalities, 345 involved intoxicated drivers
- 2022: 740 traffic fatalities, 389 involved intoxicated drivers
- 2023: 800 traffic fatalities, +400 involved intoxicated drivers

There were several bills this legislative session proposed to fix traffic related issues.

- **Initiative 2113** Police Vehicular Pursuit- Was passed by the House and Senate will authorize a police pursuit for reasonable suspicion a person has violated the law.
- **SB 5002** Reducing the Blood Alcohol Limit to .05- This bill is unlikely to receive enough votes to become law.
- **HB 2396**- Fentanyl Education: passed both the House and Senate
- **HB 5032**-Extending the DUI Felony look back to 15 years: passed the Senate, did not make it out of the House.

Stanwood News:

Approximately once a month Deputy Kargopoltsev teams up a social worker with County Human Services in an attempt to provide services to our homeless population, which is typically less then 10 persons.

This past week Deputy Kargopoltsev and Social Worker Wheat made three contacts.

2024-1558 – Met with homeless male near Taco Time. Verified he is eligible for voucher through DSHS and will be hopefully following up to get housing. He is expected to respond to the Carnegie Center to meet with a housing navigator for next steps.

2024-1561 – Met with a male living in his vehicle near the library to follow up on progress with getting housing. Observed severe infection/medical issue on legs, arms, and hands. Called for aid to respond and they determined he needed to be transported to the hospital.

2024-1564 – Citizen made a complaint of two vehicles with individuals allegedly living out of them parked in the parking lot at the ballot box across from the Stanwood Library. Contacted RO of spray-painted truck who denied being homeless and declined resources. Other vehicle (SUV – Durango) at location had signs of somebody living in it, but nobody was inside to make contact. Citizen was advised of contacts and informed that it was up to property owner moving forward to move vehicles along.

Chief Toner

FEBRUARY 2024

Stanwood Police Department

Detective Report

Stanwood Police Case 24-877
Vehicle Prowl and Identity Theft

On 02-01-2024 a vehicle was prowled in the Stanwood YMCA parking lot. The victim's debit card was stolen.

A short time later, the victim's debit card was used to purchase a gift card at the Arlington Walmart.

Video of the subject using the victim's debit card was shared with area law enforcement. The subject was identified as person who is wanted in multiple States for similar crimes. He has been traveling the I-5 corridor over the last several months.









FEBRUARY 2024

Stanwood Camano School District

SCHOOL RESOURCE OFFICER

TRAINING!



Stanwood High Assistant Principal Tom Wilfong and School Resource Officer Bud McCurry teamed up to practice breaching doors in the event of a barricaded subject.



Staff members at Stanwood High School practiced using the emergency stair chair and carry sling. The equipment is to be used in the event of elevator outages.



FBLA

54 Stanwood FBLA members competed at FBLA Regionals held at Stanwood High on Feb 3rd. Students who placed in the top 6 are eligible to compete at FBLA State in Spokane in April.

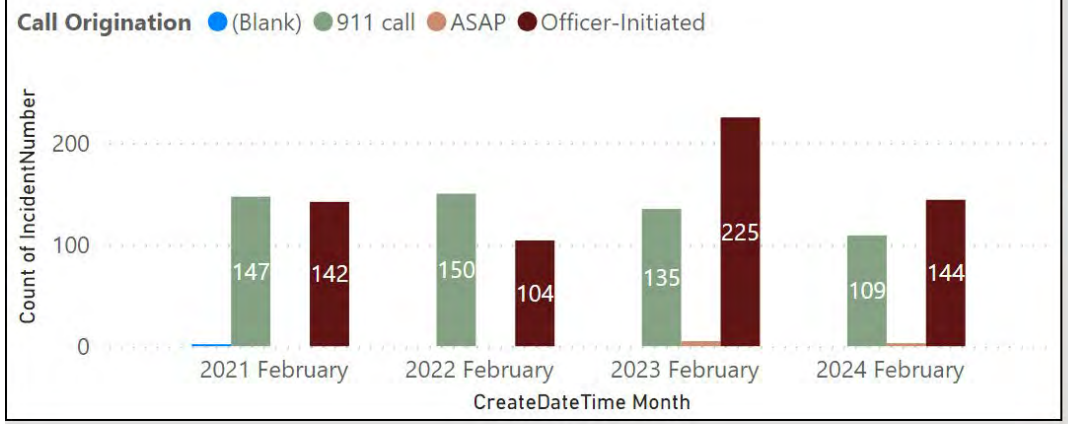


The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggen's, it counts here once.

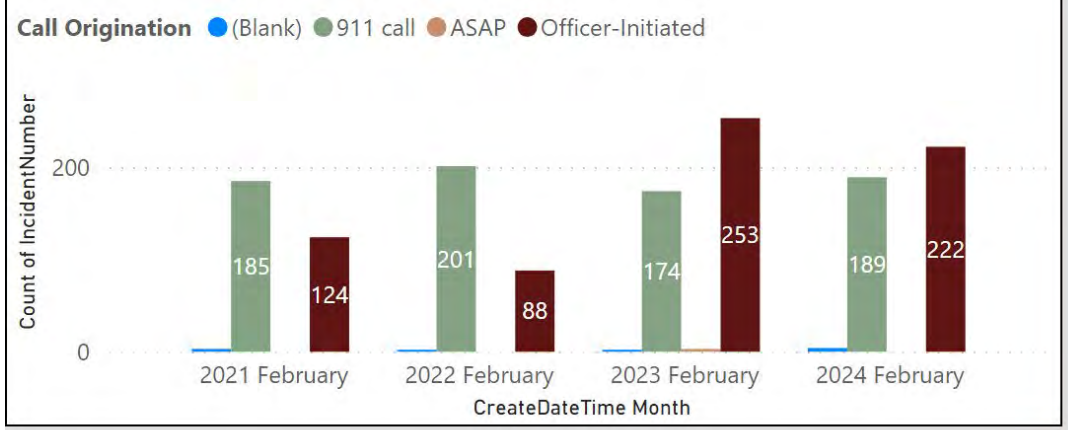
TOTAL INCIDENTS - ALL ORIS inside STW

Previous Month Over Time

Stanwood West, Incidents by Origination



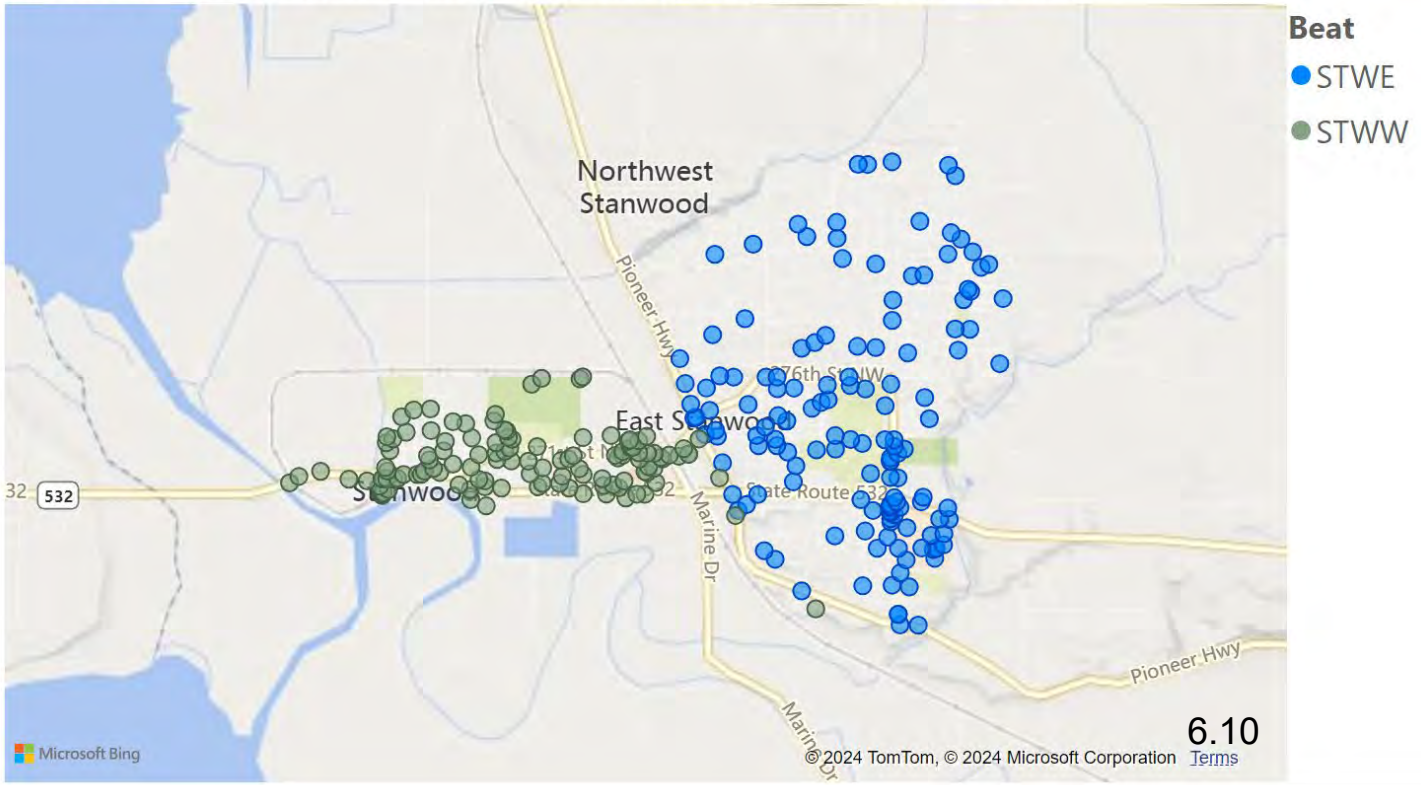
Stanwood East, Incidents by Origination



Total Incident Counts, Past 6 Full Months by Origination Type



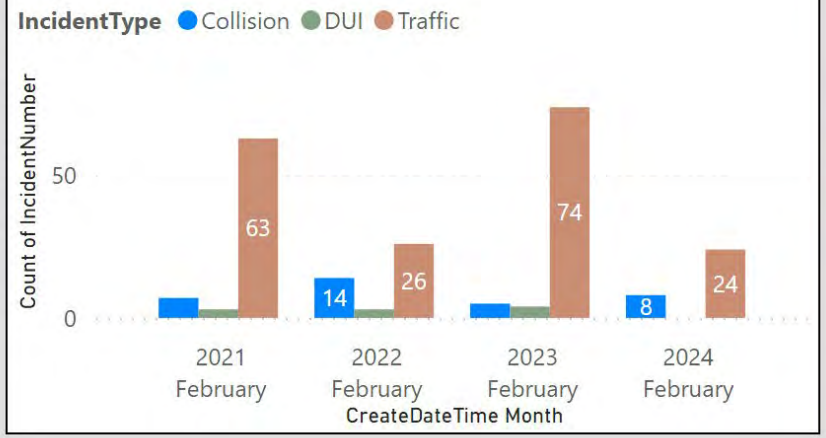
All incidents Past 1 Month - excludes victim privacy concerning incidents



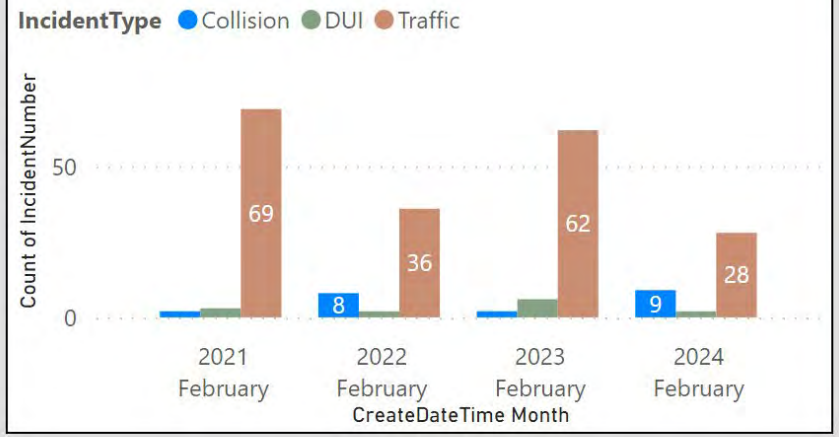
Collision, DUI, and Traffic INCIDENTS

Previous Month Over Time

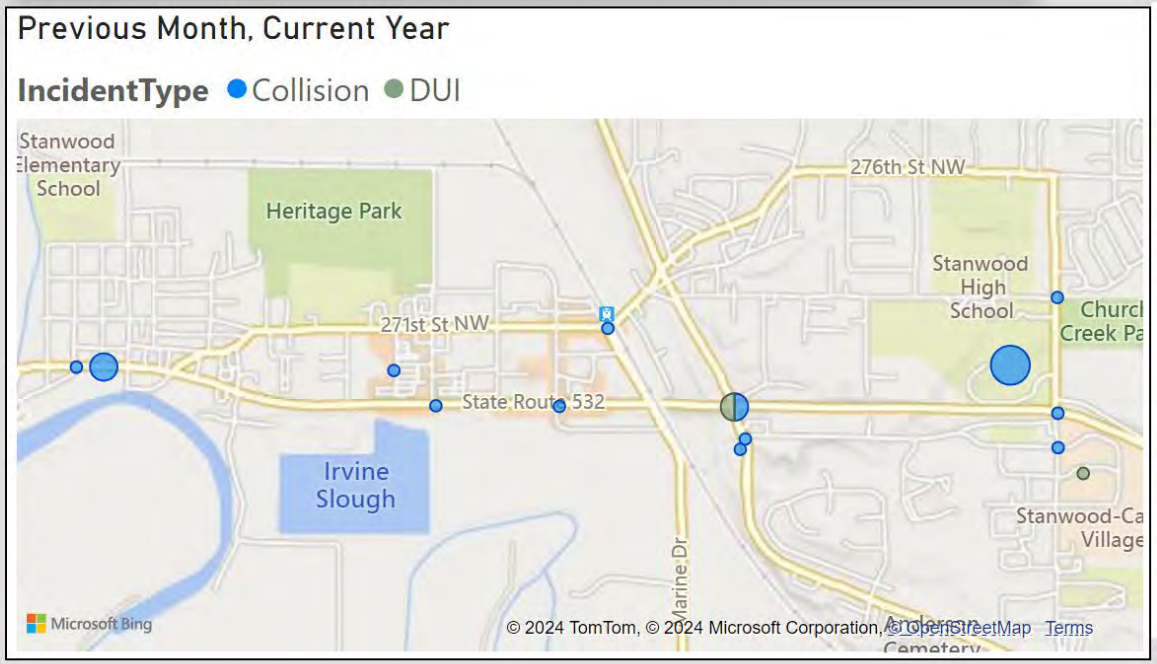
Stanwood West



Stanwood East

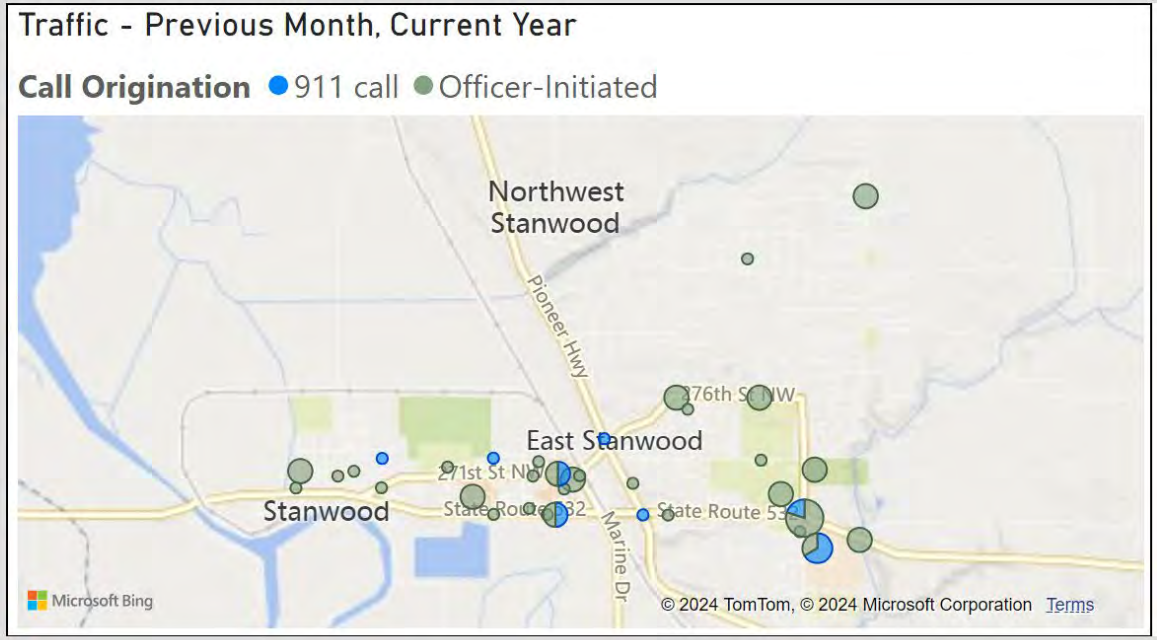


Previous Month, Current Year



STWW & STWE		
Year	Collision	DUI
2023		
September	26	11
October	13	7
November	20	5
December	17	6
2024		
January	19	5
February	17	2

Traffic - Previous Month, Current Year



STWW & STWE	
Year	Traffic
2023	
September	101
October	255
November	69
December	110
2024	
January	98
February	52

Tickets - To Current Date, Current Year

Data begins in 2021, due to lack of tickets issued in 2020 (due to covid lockdowns).

# of Tickets - This CY

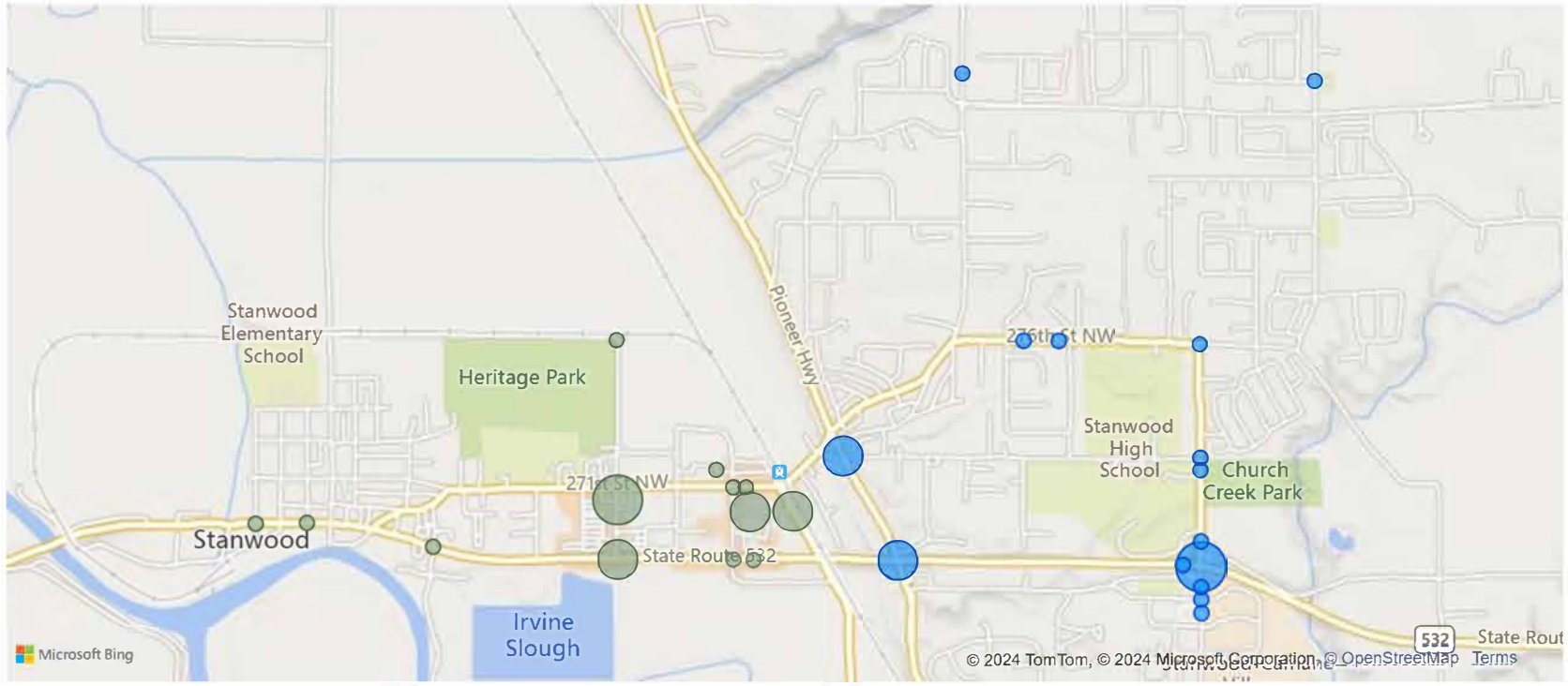
30

# of Citations - This CY

36

Location of Citations this CY

Beat STWE STWW



Total Tickets

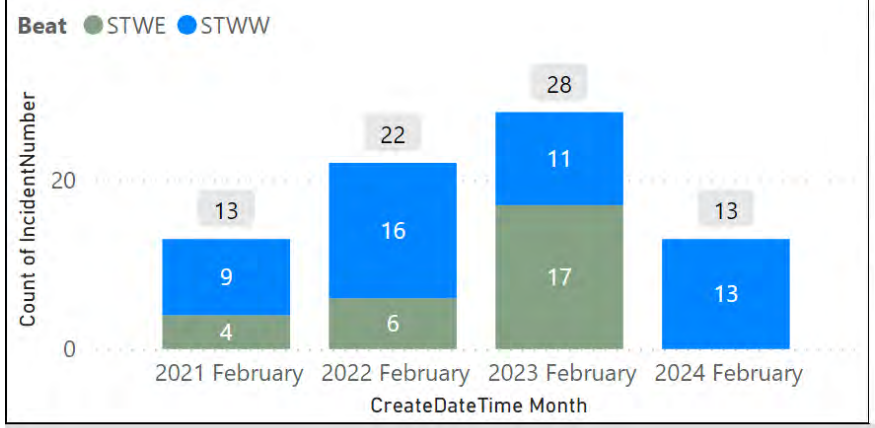
Month	2023	2024
January	18	20
February	36	16
March	16	
April	16	
May	23	
June	30	
July	9	
August	36	
September	38	
October	102	
November	26	
December	28	

How Many Tickets Had More than One Citation? 2022 to present

73

Alarms

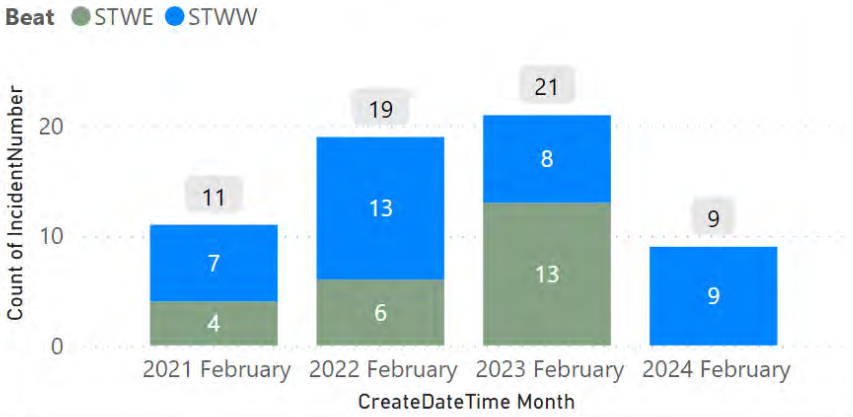
Alarms



STWW & STWE

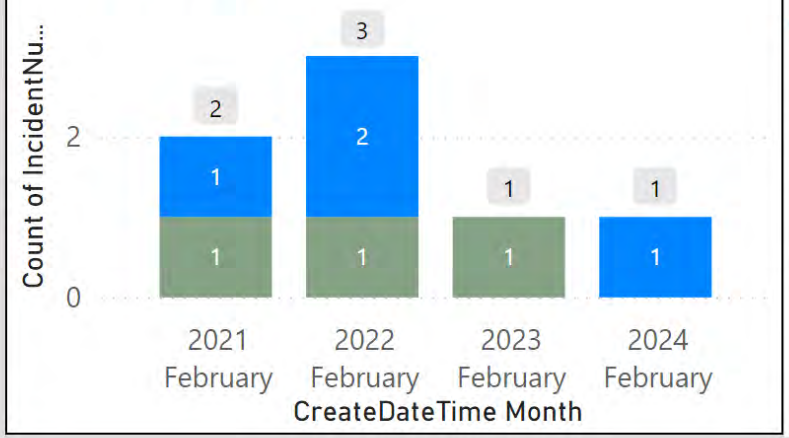
Year	Alarm
2023	
September	21
October	26
November	23
December	20
2024	
January	12
February	13

Alarms that were False Alarms



Abandon Vehicles

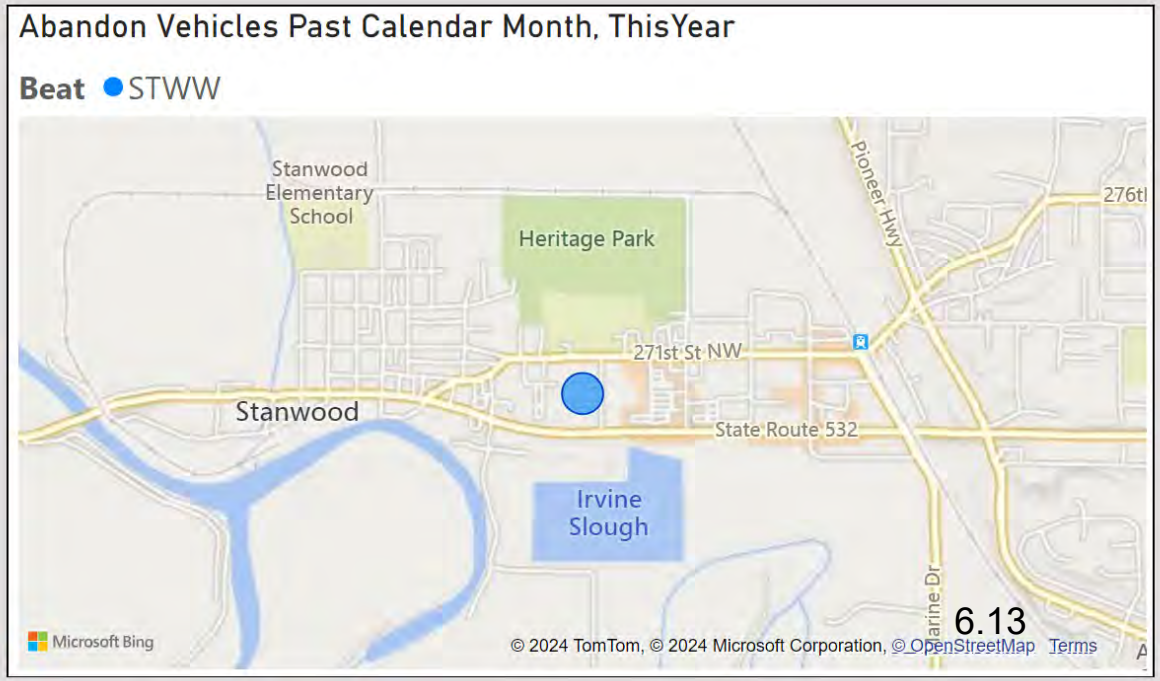
Abandon Vehicles



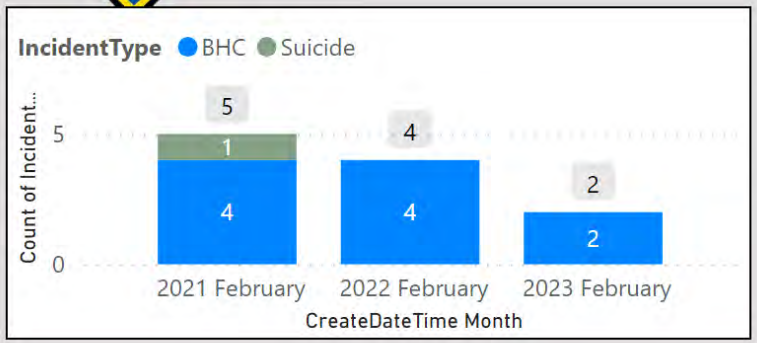
STWW & STWE

Year	Abandoned Vehicle
2023	
September	6
October	1
November	3
December	3
2024	
January	5
February	1

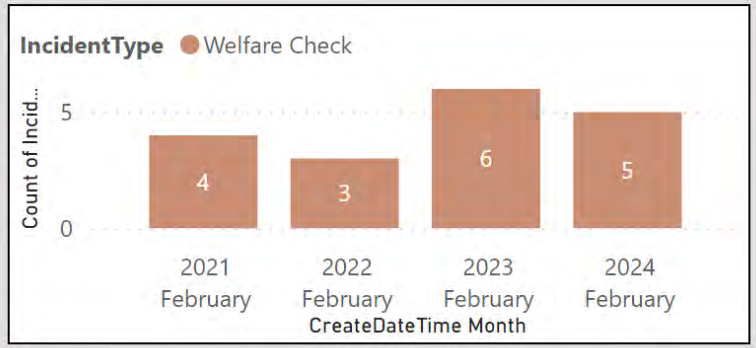
Abandon Vehicles Past Calendar Month, ThisYear



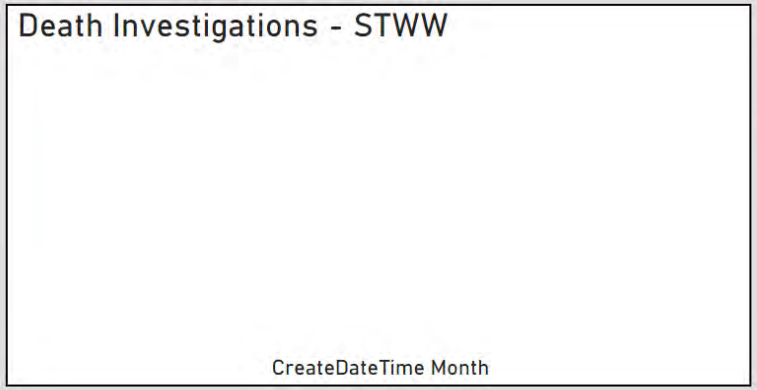
Stanwood West



Year	BHC	Suicide
2023		
September	2	2
October	6	
November	4	
December	7	3
2024		
January	9	1

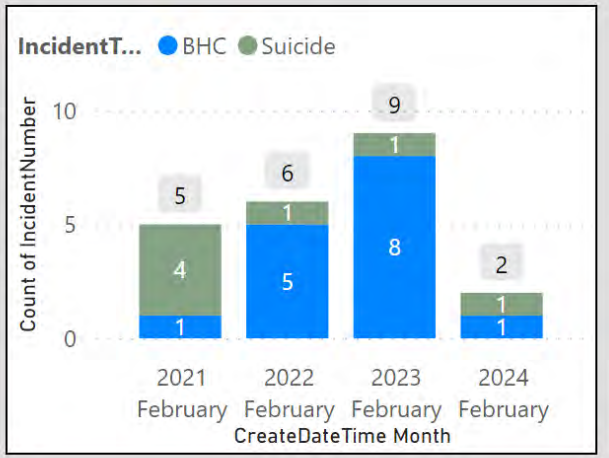


Year	Welfare Check
2023	
September	3
November	2
December	9
2024	
January	1
February	5

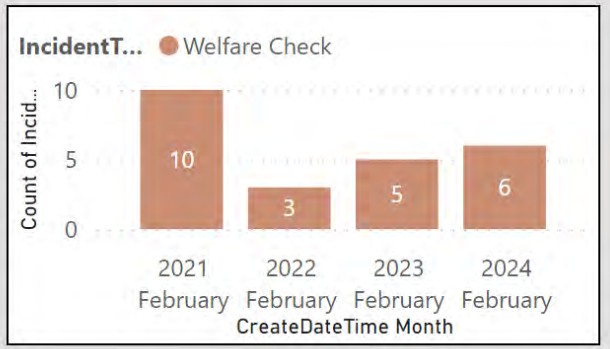


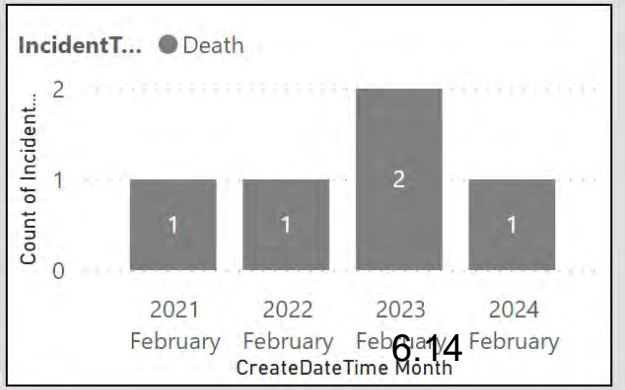
Stanwood East

Year	BHC	Suicide
2023		
September	4	2
October	15	4
November	16	1
December	17	1
2024		
January	4	
February	1	1



Year	Welfare Check
2023	
September	10
October	12
November	12
December	1
2024	
January	4
February	6



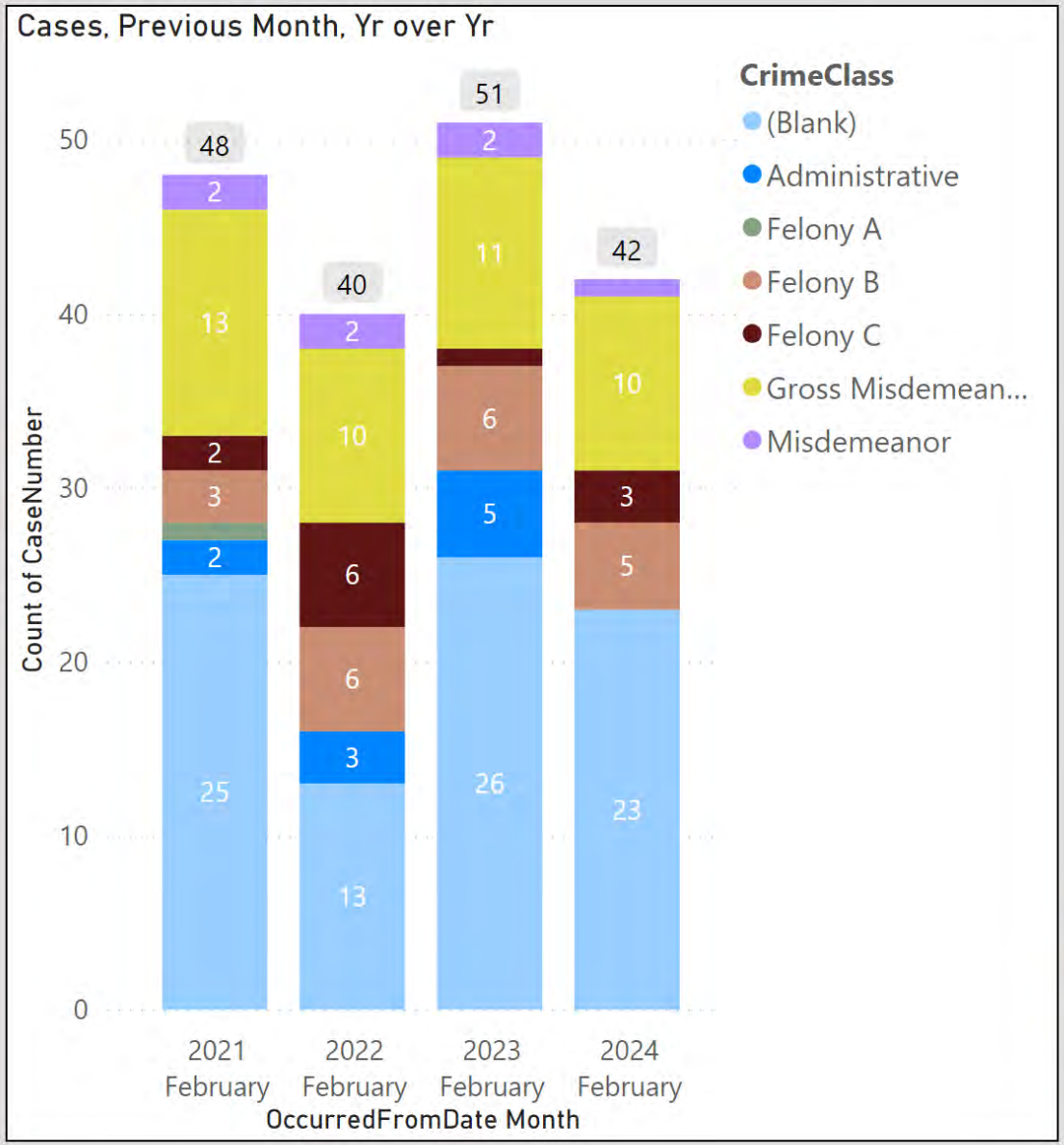


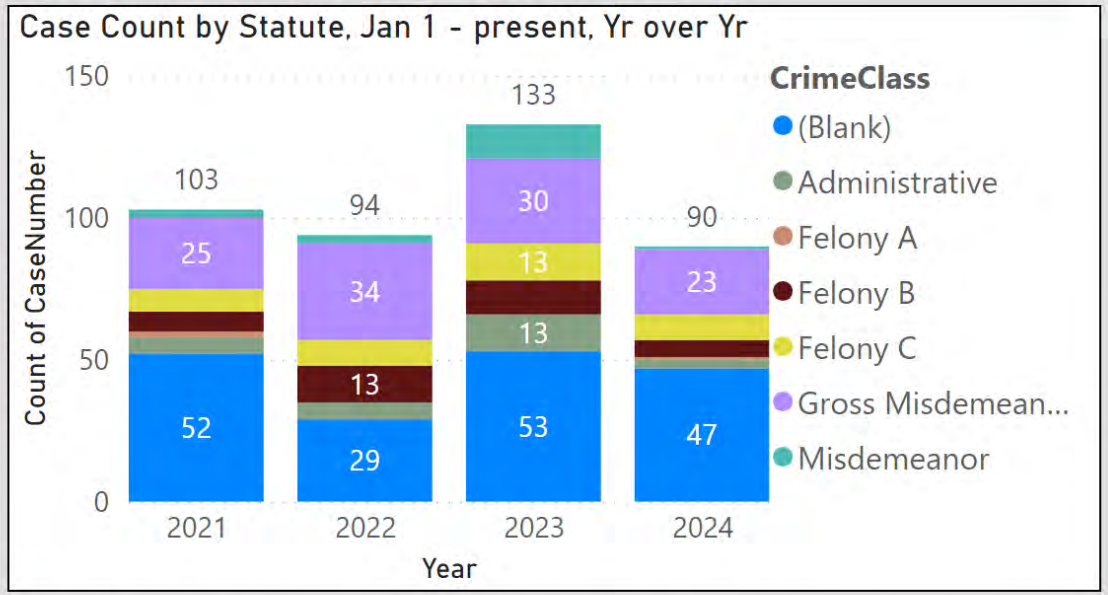


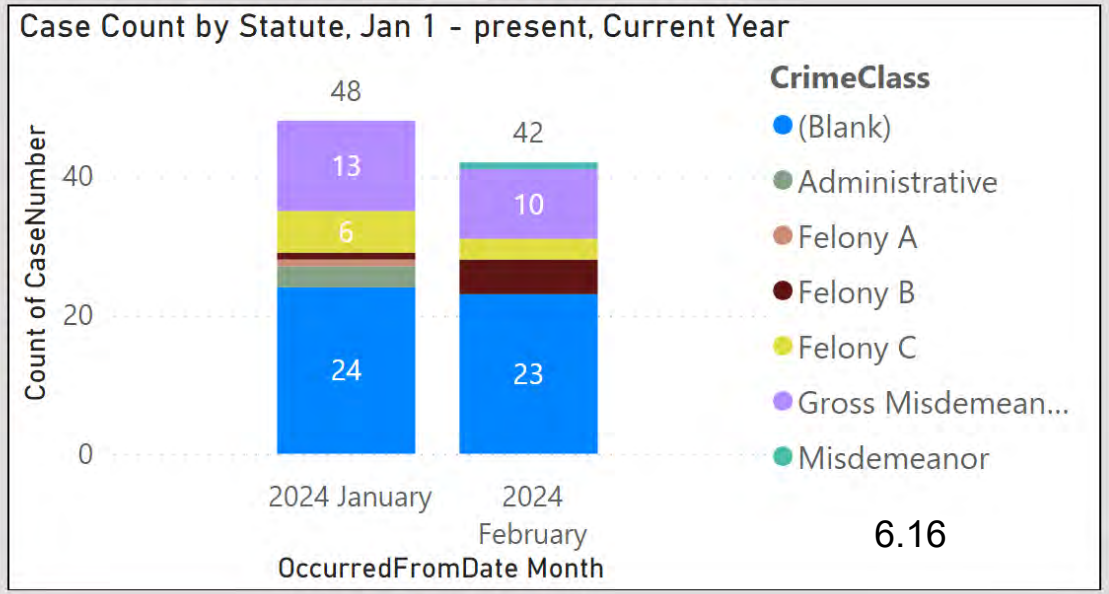
The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.

TOTAL CASES

IN THE STW BEAT



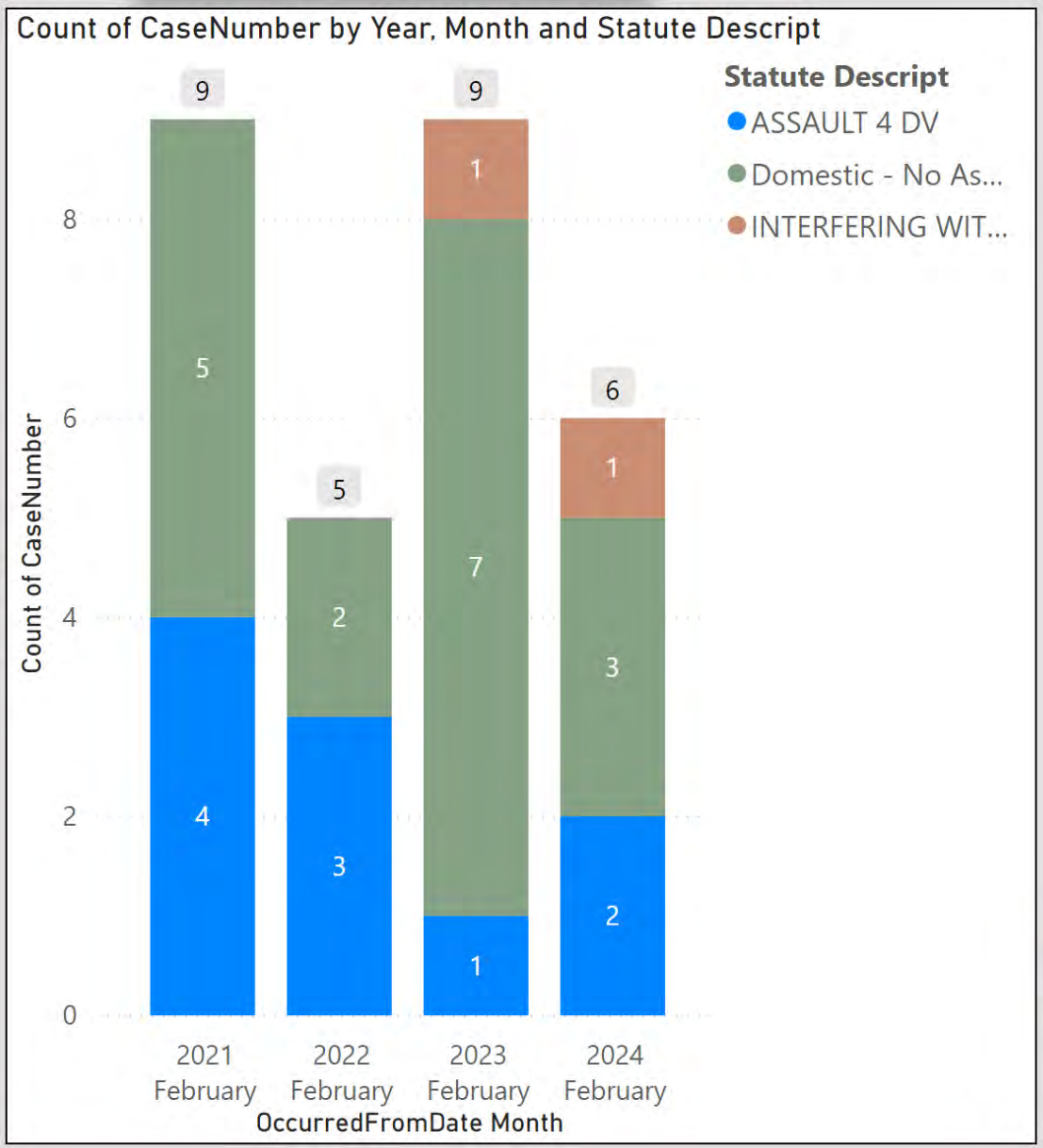




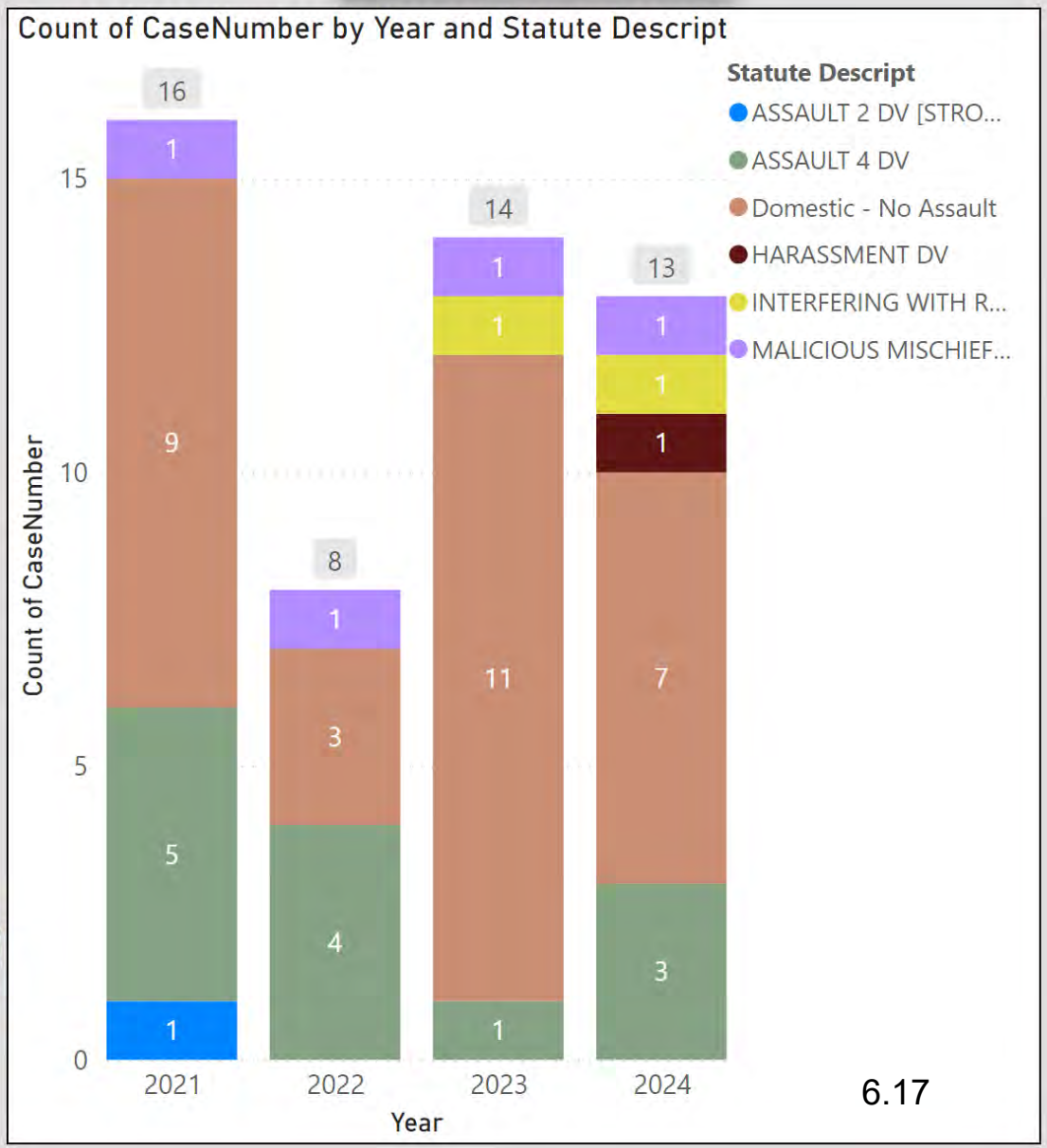
Domestic Related CASES

IN THE STW BEAT

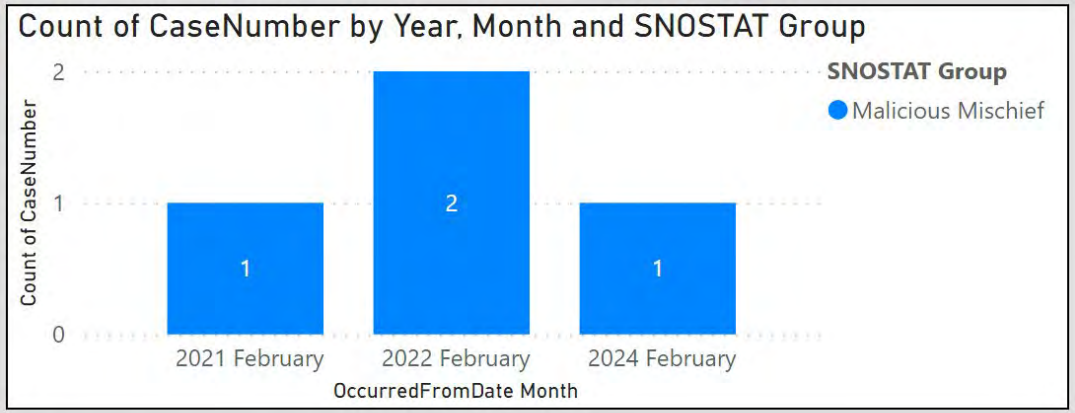
Previous Month Over Time

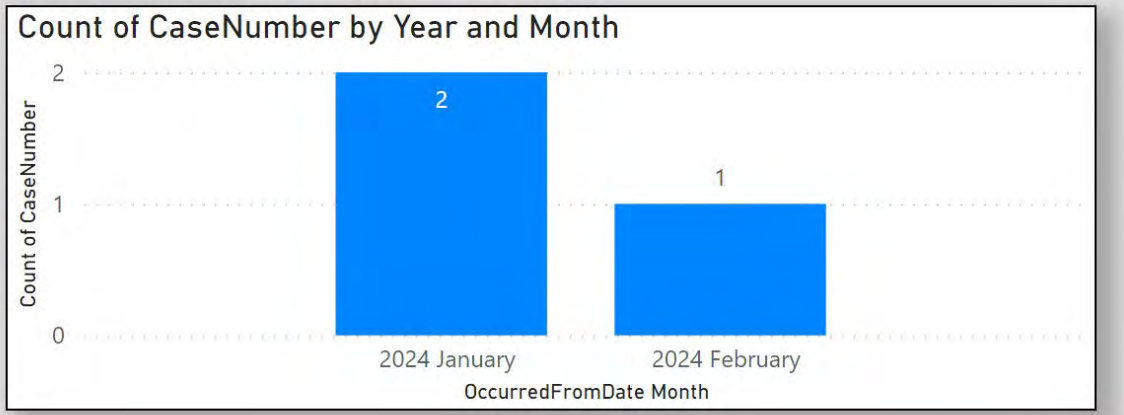


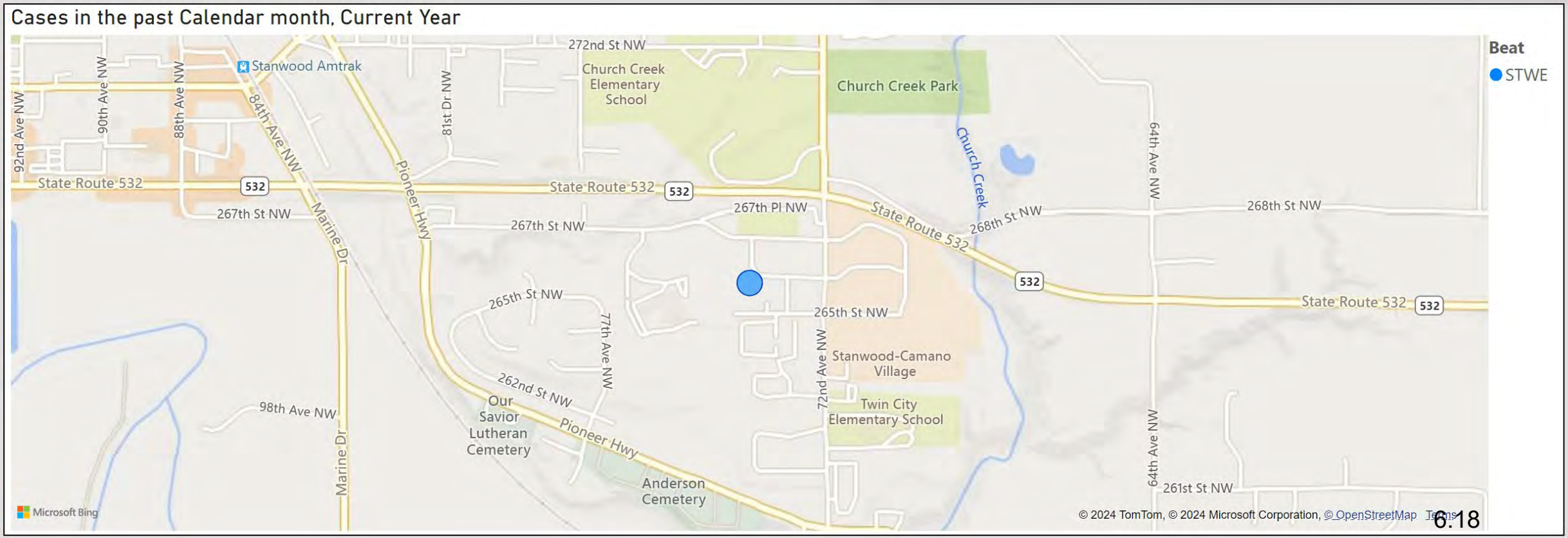
To Date By Year



Malicious Mischief CASES





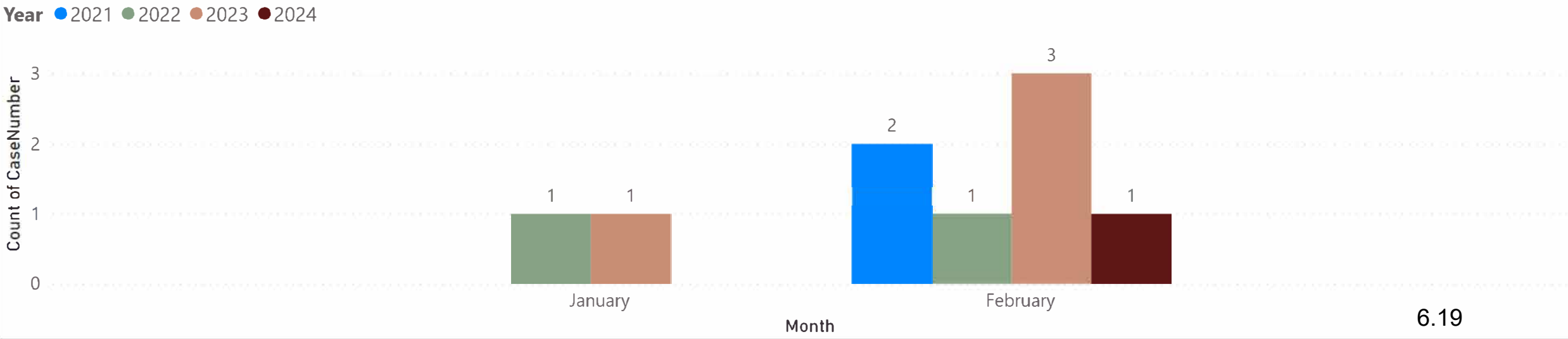


Auto Theft CASES

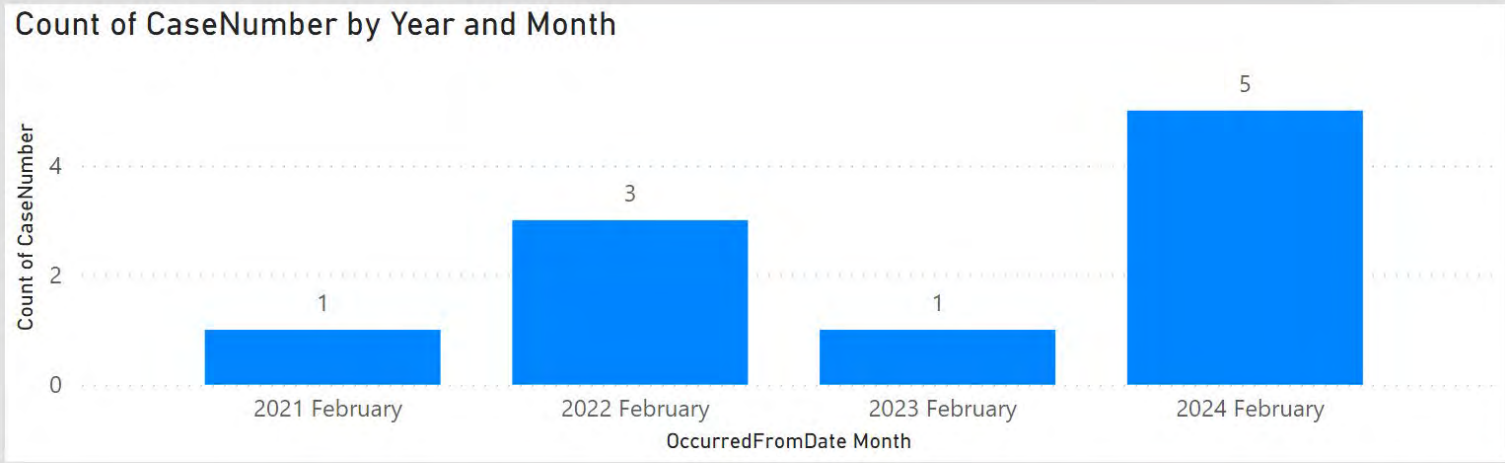
Past Six Calendar Months



Jan 1 - Present, each year

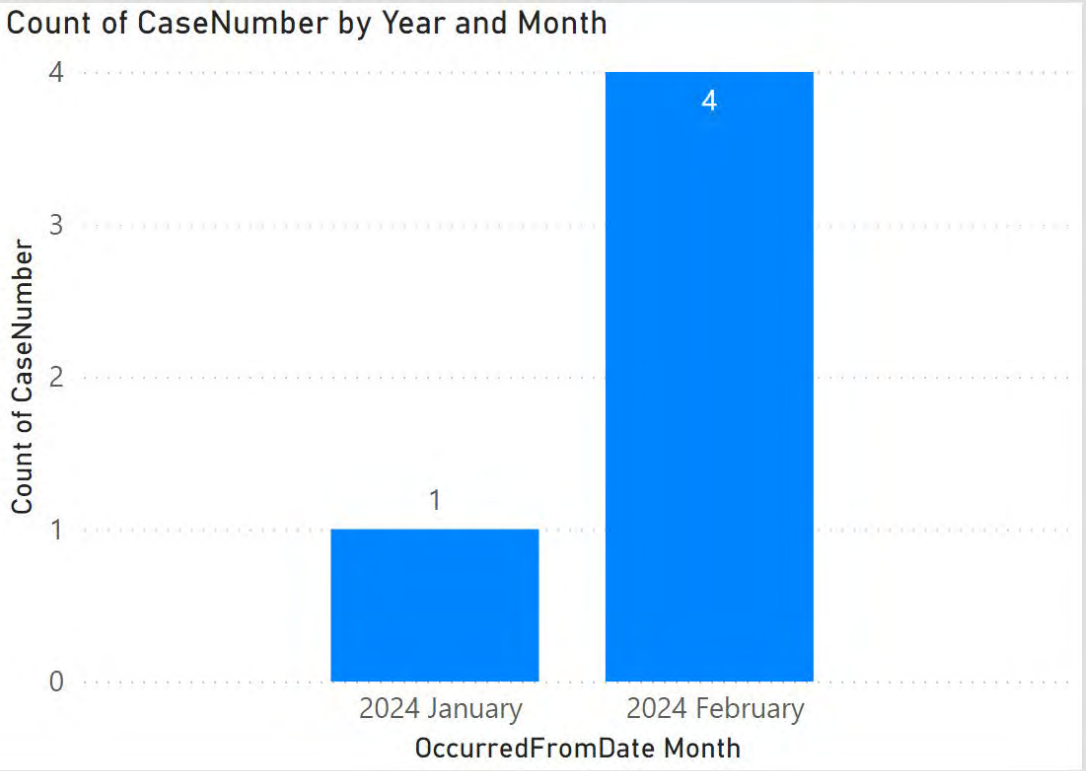


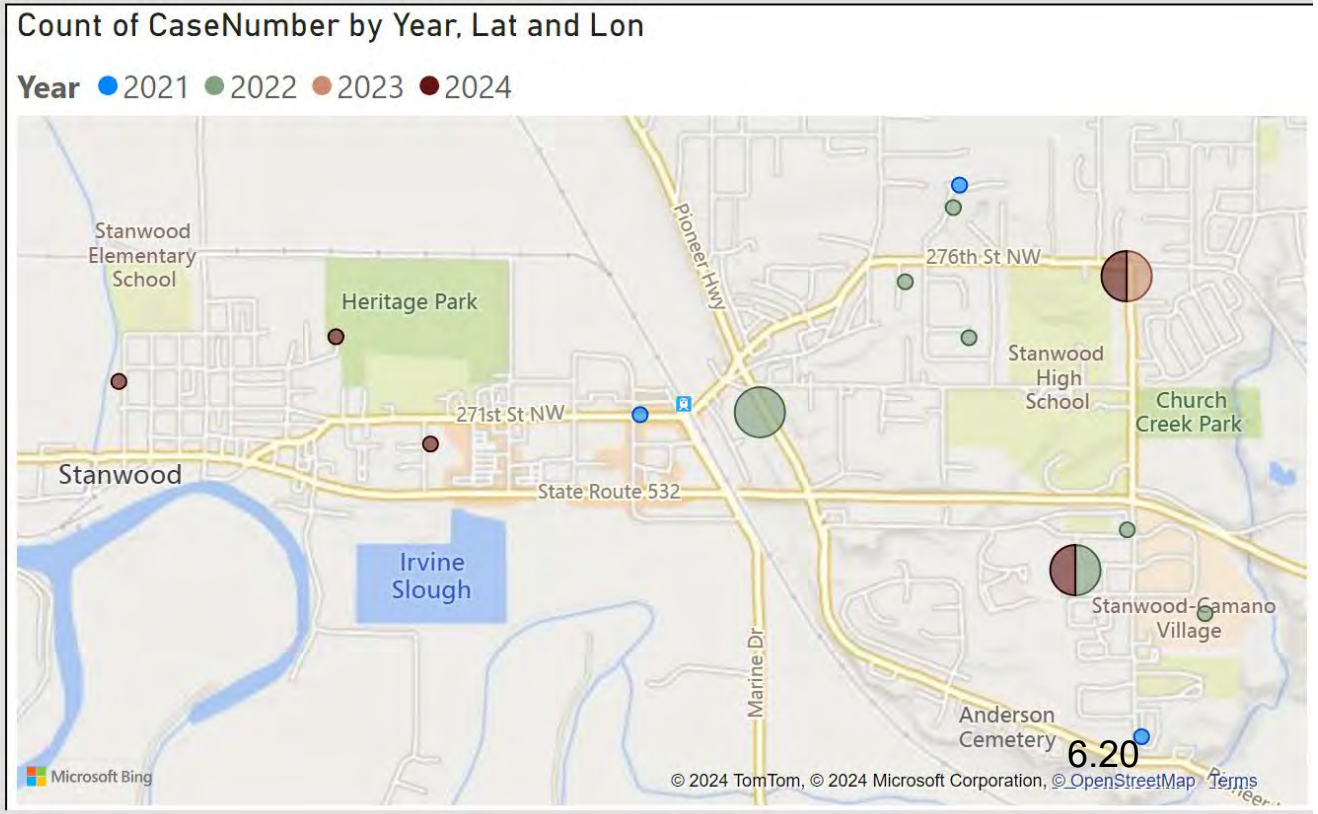
Vehicle Prowl CASES



Jan 1 - Current Date, Current Year

Year	Veh Prowl 2	**Total**
2021	3	**3**
2022	8	**8**
2023	1	**1**
2024	5	**5**





Theft CASES

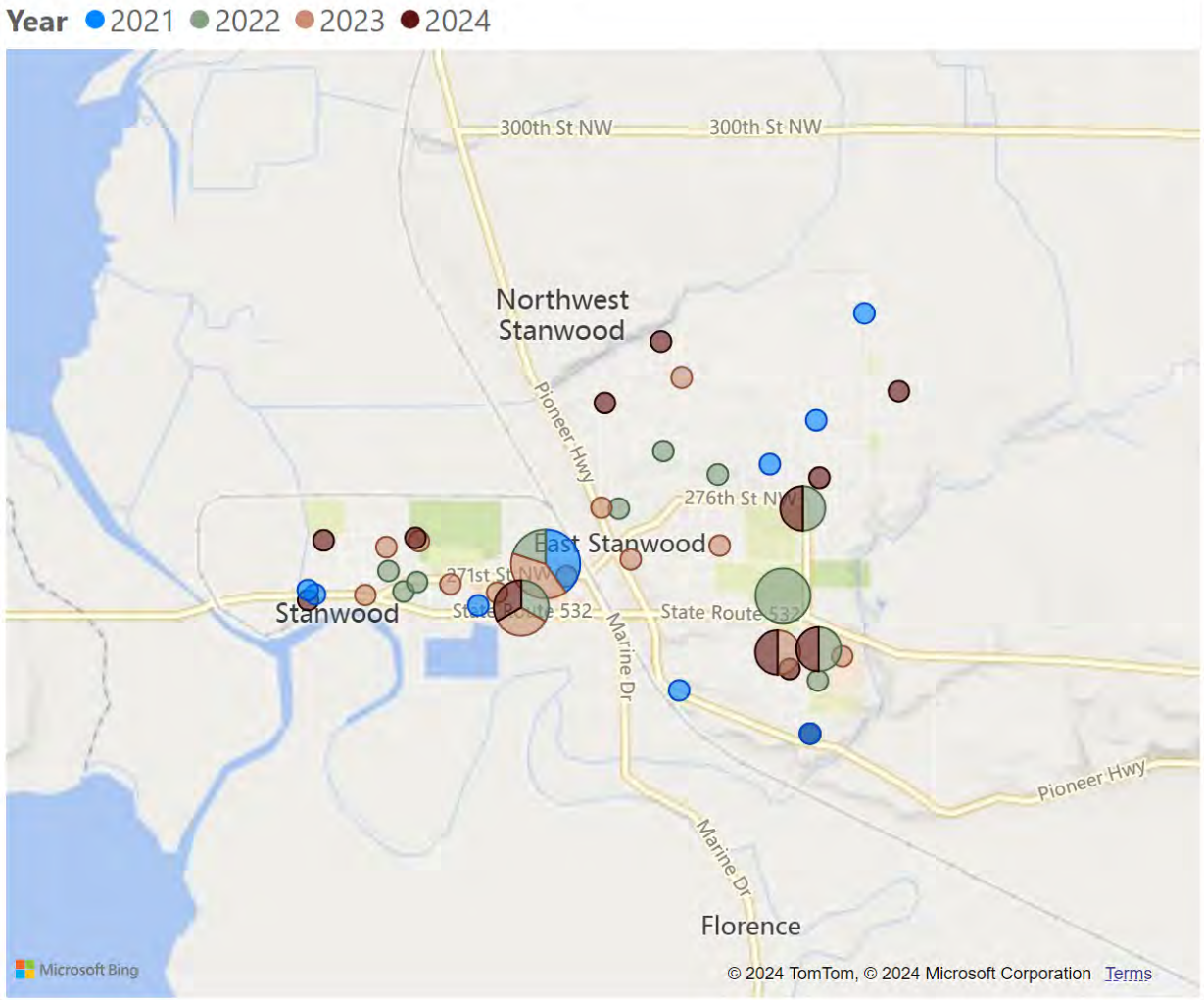
Jan 1 - Current Date

Beat	2021	2022	2023	2024
STWE	4	9	5	5
STWW	5	5	7	4
Total	**9**	**14**	**12**	**9**

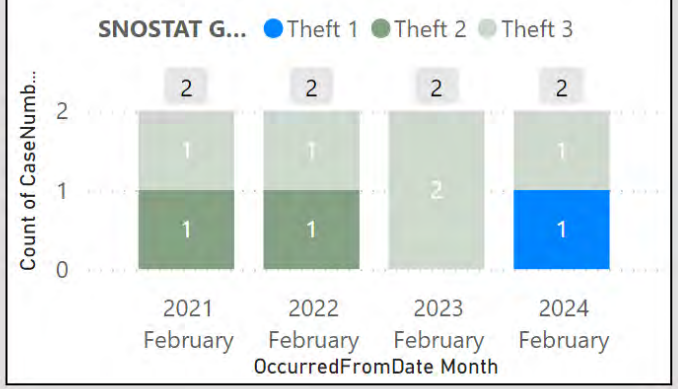
Current YTD

Year	STWE	STWW
2024		
February	2	2
January	3	2

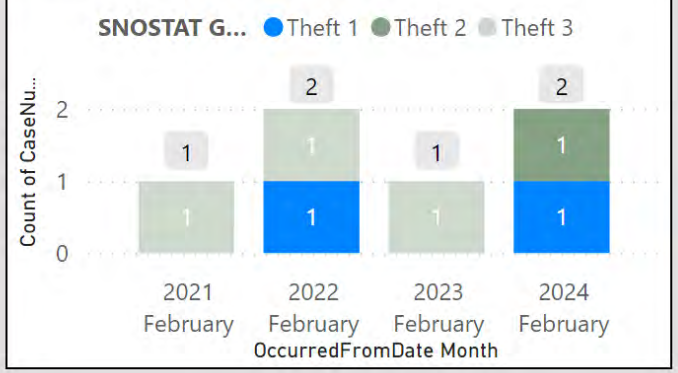
Count of CaseNumber by Year, Lat and Lon



Stanwood West



Stanwood East

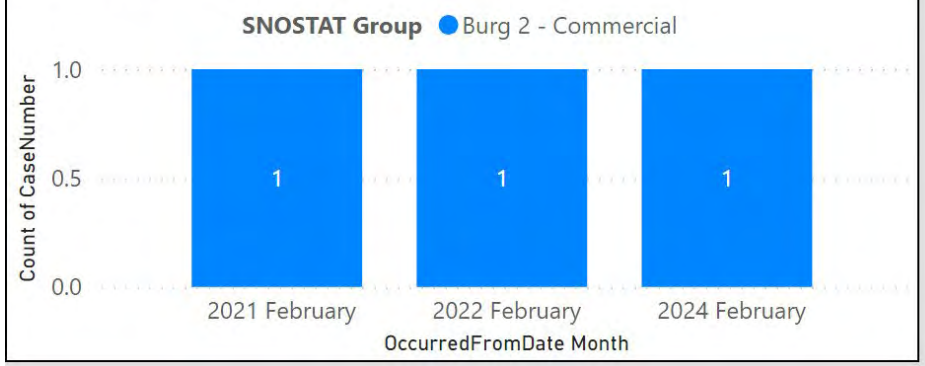


Burglary CASES

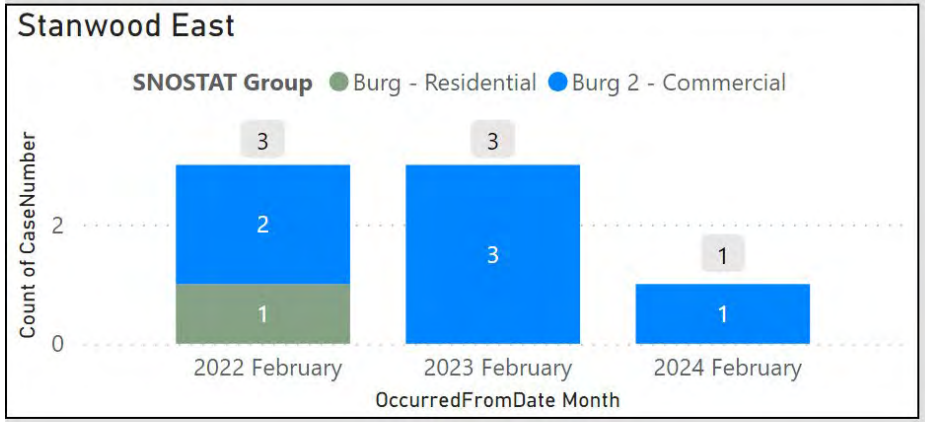
Jan 1 - Current Date

Year	STWE	STWW
2021	1	2
2022	4	2
2023	4	1
2024	1	1

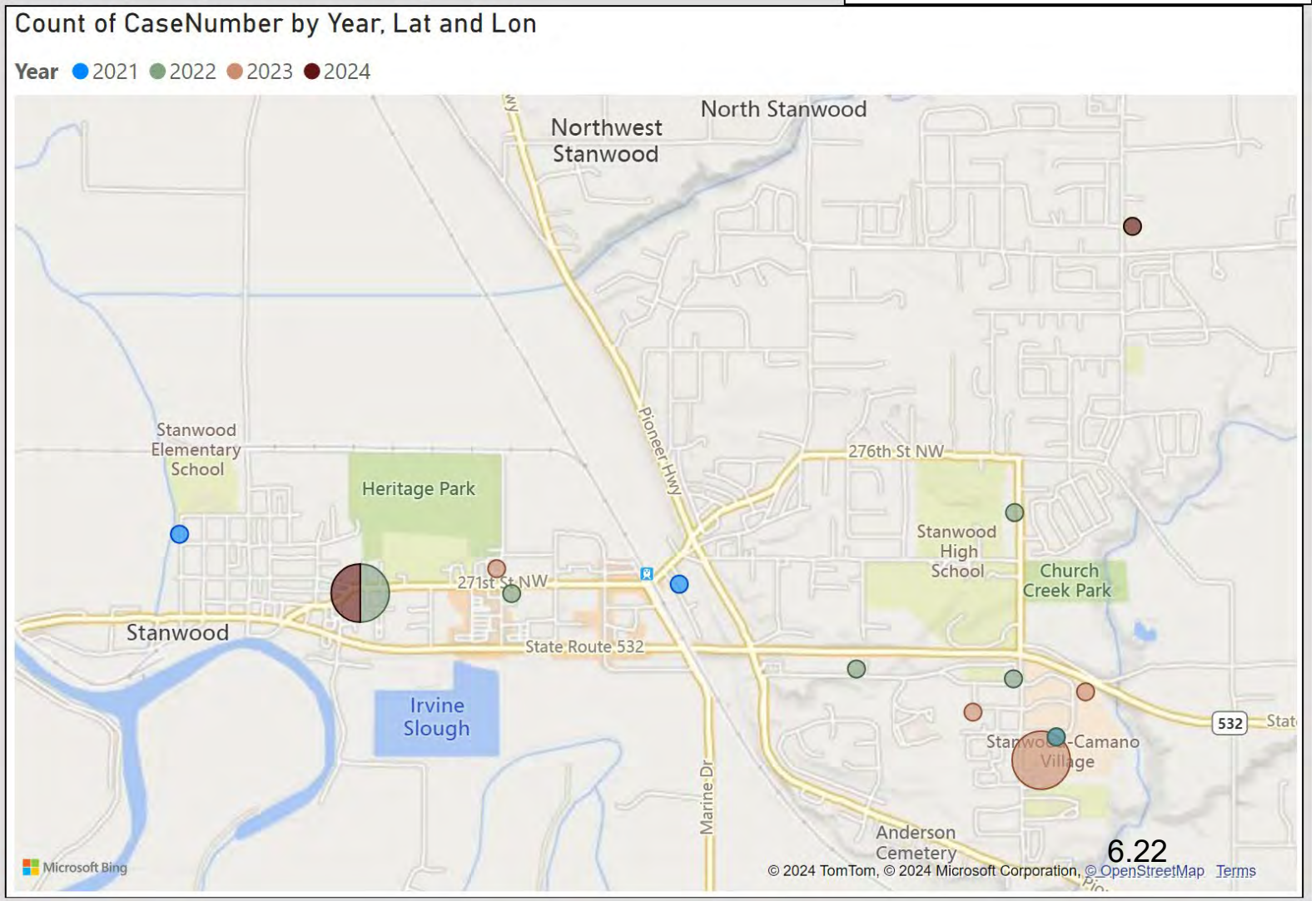
Stanwood West



Stanwood East



Count of CaseNumber by Year, Lat and Lon



CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**6b**
DATE:	March 14, 2024
SUBJECT:	2024 Comprehensive Plan and Municipal Code Quarterly Update
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – City Council Quarterly Report

SUMMARY STATEMENT

The 2024 Comprehensive Plan and Municipal Code Update quarterly report is attached to this staff report for Council review.

CITY OF STANWOOD
2024 COMPREHENSIVE PLAN &
MUNICIPAL CODE UPDATE PROJECT

CITY COUNCIL
QUARTERLY REPORT

MEETING DATE: March 14, 2024

SUBJECT: 2024 Comprehensive Plan and Municipal Code Quarterly Update

CONTACT PERSON: Patricia Love, Community Development Director

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BACKGROUND

The Growth Management Act requires each city and county to review and update their Comprehensive Plans at least once every ten years. The legislature set a staggered schedule for cities and counties throughout the state to update their plans. Jurisdictions within King, Pierce, Kitsap and Snohomish County are required to update their plans by December 31, 2024. In addition, state law requires that the supporting development regulations be consistent with the Comprehensive Plan.

QUARTERLY REPORT PERIOD: October 2023 – February 2014

COMPREHENSIVE PLAN UPDATE

Last quarter, the following work was completed on the Comprehensive Plan:

- Draft versions of the Introduction, Vision, History, Housing, Economic Development, Utilities and Natural Features Elements of the Comprehensive Plan were prepared and reviewed by Committees.
- The Parks Survey was completed, and a results summary prepared.
- The 20-year Capital Improvement Plan (CIP) list was prepared.

During the last few months, first drafts of the Land Use Element, Transportation Element, and Park policies have been prepared and reviewed by Committees. In addition, the Parks, Recreation and Open Space (PROS) Plan has been prepared and reviewed by Committees. The Council will hold a public hearing on the PROS Plan at the end of March and the first draft of the 2024 – 2044 Comprehensive Plan is expected to be released for public comment near the first part of April.

STANWOOD MUNICIPAL CODE UPDATE

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices and consistency with state law. Due to the sheer size of project, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being processed together. To date, the Council has approved the following Title groupings:

Stanwood Municipal Code Titles	**Action**
Interim Zoning Regulations Prohibiting Mini-Storage Facilities	Council Approved October 27, 2022
Interim Sign Regulations Signs in the Right of Way	Council Approved January 26, 2023
Title 1 – General Provisions Title 2 – Personnel Title 4 – Administration (New)	Council Approved April 23, 2023 Three Readings
Title 6 – Parks and Public Spaces (New) Title 9 – Public Peace, Morals, and Safety Title 13 – Civil Enforcement	Council Approved June 8, 2023 Three Readings
Title 7 – Noise Ordinance Only	Council Approved July 13, 2023
Title 3 – Revenue and Finance Title 5 – Business Licenses & Regulations	Council Approved December 14, 2023 Three Readings

The following Titles were either drafted or scoping memos prepared since the last update.

Title 14 – Building Codes	Council Approved February 22, 2024 Two Readings
▪ Title 7 – Health, Sanitation and Nuisances ▪ Title 8 – Animals	Full drafts of the Titles have been prepared and reviewed by Committees. These drafts are expected to be presented to Council in early April.
▪ Title 10 – Vehicles and Traffic ▪ Title 11 – Streets and Sidewalks (New)	Following the scoping memo outlines, draft ordinances were prepared and were reviewed by committees. Review comments and other edits are currently being integrated into the draft ordinances.

Unified Development Code: ▪ Shorelines ▪ Critical Areas / Environmental Codes	First drafts have been prepared. Next steps include preparing environmental review documents, review by Committees, a public hearing with the Planning Commission and final adoption by City Council.
Complete Streets Ordinance	The complete streets ordinance was pulled from Title 11 and drafted as a standalone ordinance. It has been reviewed by the Advisory Group and is pending review by the Planning Commission and Community Development Committee in March. Adoption of this code is necessary for the City to apply for a Transportation Improvement Board (TIB) grant in August of 2024.
Street and Utility Standards	Amendments to the Street and Utility Standards (Engineering Standards) have been prepared and reviewed by Committee. However, additional amendments will be needed to integrate the Complete Streets Ordinance.
Fireworks	Following the Council's workshop in February, a draft fireworks code has been drafting limiting the number of days that fireworks can be ignited in Stanwood. This code will be presented to the Council at the end of April or early May.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **7a**

DATE: March 14, 2024

SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – January 19, 2024 Meeting Minutes

SUMMARY STATEMENT

Minutes from the January 19, 2024, Economic Development Board meeting are attached to this staff report for approval as presented. These minutes were approved at the February 16, 2024, Economic Development Board Meeting.

Economic Development Board Meeting Minutes
Friday, January 19, 2024 | 7:30 am

Economic Development Board Members Present: Teresa LaFleur, Paul Brar, Les Anderson, Kristine Birkenkopf, Dave Pelletier, Camrie Ingram, Dustin Dekle, Randy Heagle

Staff Present: Tansy Schroeder, Audrey Rotrock, Niki Strachila

Others Present: N/A

Due to snow and icy conditions, the EDB meeting was held via Zoom. Les Anderson called the meeting to order at 7:31 a.m.

1. **Staff Introduction**
   Staff introduced the City's latest hire Nicole (Niki) Strachila. Niki is the City's new Communications and Marketing Specialist. The Board welcomed Niki to the team!

2. **Receive the minutes of the November 17, 2023 meeting.**
   The minutes of the November 17, 2023 were approved unanimously.

3. **Snow Goose & Birding Festival Special Event and Tourism Promotion Grant**
   Staff will follow up at our next meeting on answers to the following Board member questions:
   - Where will the festival be held?
   - Will there be live geese from a wildlife center?

   The Board unanimously approved this grant.

4. **Glass Quest**
   Glass Quest begins February 16th and runs through February 25, 2024. The Board unanimously approved this grant.

5. **Business**
   Staff presented a table containing the last three years of business license types obtained in the City of Stanwood. In the last three years (2020-2023), the City received 1,266 business license applications. Non-resident licenses had the highest number of licenses at 830.Home Occupation business licenses came in at 241. City business licenses and non-profit business licenses obtained came in at 182 and 13, respectively.

6. **New Economic Development Board Member Introduction**
   Dustin Dekle, our newest EDB member introduced himself. He has a career in Commercial Insurance and, along with his wife, owns Cactus + Camano. The Board welcomed Dustin to the team!

7. **EDB Next Meeting on February 16, 2024**
   Since City Hall will be under construction, Board members would prefer to continue meeting in person, as many members are new. Staff will follow up with a new, temporary meeting place.

Adjourn: 8:00 am

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**7b**
DATE:	March 14, 2024
SUBJECT:	Finance/Personnel Committee Report
CONTACT PERSON:	David A. Hammond, Finance Director
ATTACHMENTS:	A – Finance/Personnel Committee Meeting Minutes for February 22, 2024

SUMMARY STATEMENT

The minutes of the February 22, 2024, Finance/Personnel Meeting are attached to this staff report for council review.

Finance & Personnel Committee Meeting Minutes February 22, 2024

Councilmembers Present: Andreena Bergman, Marcus Metz

Staff present: David Hammond, Finance Director

Councilmembers elected Councilmember Bergman as Chair.

Councilmember Bergman called the meeting to order at 6:00 p.m.

Agenda Items Discussed

1. Amendment to Sewer Utility Rates and definitions

   Hammond described proposed changes to the municipal code intended to clarify charges for commercial and mixed-use properties with multiple units. Councilmembers supported the amendment.

Meeting adjourned at: 6:40 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **7c**

DATE: March 14, 2024

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – January 16, 2024, PTAC Minutes

SUMMARY STATEMENT

Minutes from the January 16, 2024, Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented. These minutes were approved at the February 20, 2024, PTAC Meeting.

Parks and Trails Advisory Committee Meeting Minutes January 16, 2024

1. **Call to Order/Roll Call:** 3:03 PM

Members Present:
Gordy Holmes
Dave Hall
Meagen Watne
Cathy Wooten
Lisa Bruce
Judy Williams
Matt Withers

Members Absent:
None

Others Present:
Carly Ruacho, Parks Planning Manager
Alan Lytton, City Engineer
Peter Kamb, Public

2. **Public Comments**

No public comments

3. **Approval of October 2023 Meeting Minutes**

Cathy Wooten moved to approve the minutes of November 20, 2023, as written. Judy Williams seconded motion.

4. **Officer Elections**

Dave Hall was nominated as Committee Chair. Gordy Holmes was nominated as Vice-chair. Dave and Gordy accepted the nominations and were elected by consensus.

5. **City Budget Process**

Carly Ruacho explained the City budget process. The committee discussed their frustration with a lack of communication from city council on PTAC recommended projects that are not going to be moving forward. PTAC was informed they could attend City Council meetings for more information.

6. **PTAC/City Council Communication Process**

Carly Ruacho reviewed the process for communication PTAC business to the City Council which is via the meeting minutes unless there is a specific presentation to the Council on a given project. The committee discussed the format of the minutes and expressed their frustration with the lack of detail in the new action style minutes and requested that City Administration consider a more

detailed structure to improve communication. Some PTAC members discussed requesting a joint meeting with the City Council or a liaison representative to improve understanding between the groups.

7. Park/Trail Updates

- Church Creek Park – Carly informed the committee that a forest mitigation plan will be prepared in 2024 in conjunction with the loop trail design. Dugout and picnic shelter roofs will be replaced, and tree management will continue.
- Heritage Park – Carly reported to the committee that covered dugouts are ordered and will be constructed by Parks staff. Also reported was that dog park construction is expected to begin soon and restroom upgrades and 4th ballfield/2nd parking lot design will also occur this year.
- Hamilton – Carly informed the committee that the Hamilton Landing Park construction is complete other than the restroom structure and the play elements that will not arrive until March/April. It is the intention of the City to open the boat launch as soon as possible and then open the remainder of the park after the delayed elements are installed.
- Stanwood Port Susan Trail – Carly reported to the committee that the permitting for the Port Susan Trail has been a bit delayed, but it is anticipated that we can move forward in the next couple of months. It is still anticipated that the trail will be constructed this year.
- Ovenell Park – Carly informed the committee that a lease was signed with Stanwood Public Farm for one-year with a possible one-year extension. Insurance is pending.
- Johnson Farm/Dike Trail – Alan updated the committee on the scope and schedule for the demolition and construction of the dike trail at Johnson Farm.

Adjourn: 5:00 PM

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**7d**
DATE:	March 14, 2024
SUBJECT:	Public Works Committee Meeting Minutes
CONTACT PERSON:	Kevin Hushagen, Public Works Director
ATTACHMENTS:	A – March 4, 2024, Public Works Committee Minutes

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SUMMARY STATEMENT

Minutes from the March 4, 2024, Public Works Committee Meeting are attached to this staff report for approval as presented.

Public Works Committee Meeting Minutes March 04, 2024

Attendance:
Councilmembers: Timothy Schmitt, Darren Robb, Marcus Metz
City Staff: Kevin Hushagen, Public Works Director, Alan Lytton, Engineer, Amanda Slattery, Public Works Office Specialist
Citizen: Peter Kamb

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 5:31 pm

Agenda-

1. Discuss purchase and sale agreement for DD7.

Alan Lytton went over the purchase and sale agreement for the city to purchase property located at 11203 State Route 532 Stanwood, WA 98292. No action was taken.

2. Discuss RCO Grant application options.

Alan Lytton talked to the committee about the RCO grant that he will be applying for and asked their suggestions on what they should use the funds for if the City does receive the grant funding. No action taken.

3. Sidewalk on 276th and 72nd & Liv Clausen Property Sewer Hookup

Alan Lytton discussed the status of the sidewalk project on 276th and 72nd. No action taken.

4. Public Works Project Updates

Alan Lytton and Kevin Hushagen gave an overview on the status of the current projects that are happening through the city. No action taken.

Adjourn: 7:07 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**8a**
DATE:	March 14, 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 38131 through 38176 and electronic fund transfers in the amount of $754,395.55. Approve issuance of Washington Federal payroll electronic fund transfers in the amount of $49,150.00.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 38131 THROUGH 38176 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF $754,395.55. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF $49,150.00.

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
744	02/23/2024	Payroll	3	EFT		3,350.00	February 2024 Draw
745	02/23/2024	Payroll	3	EFT		1,800.00	February 2024 Draw
746	02/23/2024	Payroll	3	EFT		2,500.00	February 2024 Draw
747	02/23/2024	Payroll	3	EFT		2,500.00	February 2024 Draw
748	02/23/2024	Payroll	3	EFT		2,000.00	February 2024 Draw
749	02/23/2024	Payroll	3	EFT		1,000.00	February 2024 Draw
750	02/23/2024	Payroll	3	EFT		2,000.00	February 2024 Draw
751	02/23/2024	Payroll	3	EFT		3,000.00	February 2024 Draw
752	02/23/2024	Payroll	3	EFT		4,000.00	February 2024 Draw
753	02/23/2024	Payroll	3	EFT		1,600.00	February 2024 Draw
754	02/23/2024	Payroll	3	EFT		2,000.00	February 2024 Draw
755	02/23/2024	Payroll	3	EFT		2,000.00	February 2024 Draw
756	02/23/2024	Payroll	3	EFT		1,600.00	February 2024 Draw
757	02/23/2024	Payroll	3	EFT		2,000.00	February 2024 Draw
758	02/23/2024	Payroll	3	EFT		500.00	February 2024 Draw
759	02/23/2024	Payroll	3	EFT		1,500.00	February 2024 Draw
760	02/23/2024	Payroll	3	EFT		1,800.00	February 2024 Draw
761	02/23/2024	Payroll	3	EFT		1,000.00	February 2024 Draw
762	02/23/2024	Payroll	3	EFT		2,500.00	February 2024 Draw
763	02/23/2024	Payroll	3	EFT		2,000.00	February 2024 Draw
764	02/23/2024	Payroll	3	EFT		500.00	February 2024 Draw
765	02/23/2024	Payroll	3	EFT		4,500.00	February 2024 Draw
766	02/23/2024	Payroll	3	EFT		1,500.00	February 2024 Draw
767	02/23/2024	Payroll	3	EFT		2,000.00	February 2024 Draw
784	02/21/2024	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
785	02/21/2024	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
786	02/21/2024	Claims	3	EFT	Edge Analytical, Inc	375.00	STA01
787	02/21/2024	Claims	3	EFT	Edge Analytical, Inc	435.00	STA01
788	02/21/2024	Claims	3	EFT	Edge Analytical, Inc	25.00	STA01
789	02/21/2024	Claims	3	EFT	J.A. Brennan Associates, PLLC	1,351.00	City of Stanwood
790	02/21/2024	Claims	3	EFT	RH2 Engineering Inc	6,553.86	City of Stanwood
791	02/21/2024	Claims	3	EFT	RH2 Engineering Inc	9,958.91	City of Stanwood
792	02/21/2024	Claims	3	EFT	Snohomish County Public Def Association	2,574.00	City of Stanwood
793	02/21/2024	Claims	3	EFT	Strategies 360 Inc	2,000.00	City of Stanwood
794	02/21/2024	Claims	3	EFT	US Bank	4,242.73	4485-5945-5564-1495
891	02/28/2024	Claims	3	EFT	Edward Avila	270.50	City of Stanwood
892	02/28/2024	Claims	3	EFT	Brim Tractor Company Inc	104,115.89	S22361 City of Stanwood
780	02/21/2024	Claims	3	38131	Databar Inc.	867.88	8952
779	02/21/2024	Claims	3	38132	Cascade Septic Pumping, LLC	909.75	City of Stanwood
778	02/21/2024	Claims	3	38133	APP- Associated Petroleum Products	3,326.85	AP0100494
781	02/21/2024	Claims	3	38134	Dawson Construction LLC	10,594.61	City of Stanwood
782	02/21/2024	Claims	3	38135	Galt John E	41.25	City of Stanwood
783	02/21/2024	Claims	3	38136	Gray & Osborne Inc	537.52	City of Stanwood
795	02/21/2024	Claims	3	38137	Hamilton Lumber LLC	407.86	66; 66; City of Stanwood; City of Stanwood
796	02/21/2024	Claims	3	38138	Kitsap Tractor & Equipment		item delayed-not received
797	02/21/2024	Claims	3	38139	Lenz Enterprises Inc	696.49	City of Stanwood; City of Stanwood
798	02/21/2024	Claims	3	38140	Lithtex NW Printing Solutions	858.03	CIOST001L
799	02/21/2024	Claims	3	38141	Maul Foster Alongi, Inc.	453.28	City of Stanwood; City of Stanwood
800	02/21/2024	Claims	3	38142	MyFleetCenter.com	344.21	City of Stanwood
801	02/21/2024	Claims	3	38143	NWR Containers	1,079.88	City of Stanwood; City of Stanwood
802	02/21/2024	Claims	3	38144	O'Reilly Auto Parts	264.92	583338; 1872464; 1872464; 1872464
803	02/21/2024	Claims	3	38145	ODP Business Solutions, LLC	636.60	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
804	02/21/2024	Claims	3	38146	Owen Equipment Company Inc	19,000.60	36577

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
805	02/21/2024	Claims	3	38147	PUD Of Snohomish County *	6,577.93	200738672; 200142180; 200367373; 200794063; 201942398; 200103539
806	02/21/2024	Claims	3	38148	Pace Engineers, Inc	13,904.74	City of Stanwood; City of Stanwood
807	02/21/2024	Claims	3	38149	Pitney Bowes Inc- Global Financial Svc	240.88	0013214658
808	02/21/2024	Claims	3	38150	Platt Electric Supply, Inc	4,043.12	24127; 24127; 24127; 24127; 24127; 24127
809	02/21/2024	Claims	3	38151	Quality Controls Corporation	63,394.00	City of Stanwood
810	02/21/2024	Claims	3	38152	Refund-Lifetime Heating, Cooling, Electr	15.75	City of Stanwood
811	02/21/2024	Claims	3	38153	Republic Services #197	1,053.57	3-0197-0080305
812	02/21/2024	Claims	3	38154	Ricoh USA, Inc.	646.42	1316669-3800327; 1316669-3816549
813	02/21/2024	Claims	3	38155	Safeway	58.74	191483
814	02/21/2024	Claims	3	38156	The Sherwin-Williams Co	287.75	6321-380-7
815	02/21/2024	Claims	3	38157	Skagit City Trucking School, LLC	4,910.00	City of Stanwood
816	02/21/2024	Claims	3	38158	Skagit Farmers Supply	1,453.16	135052; 135052; 135052; 135052; 135052
817	02/21/2024	Claims	3	38159	Skagit Valley Publishing	694.98	48893; 48893; 48893; 48893; 48893; 48893; 48893
818	02/21/2024	Claims	3	38160	Sno Co Dept Of Emergency Management	2,909.25	DEMSTNWD
819	02/21/2024	Claims	3	38161	Sno Co Human Services Dept *	610.49	HSALC021
820	02/21/2024	Claims	3	38162	Sno Co Information Services *	12,901.32	DIS1107
821	02/21/2024	Claims	3	38163	Sno Co Sheriffs Office *	392,927.84	SSH00001; SSH00001
822	02/21/2024	Claims	3	38164	Snohomish County 911	8,553.31	City of Stanwood
823	02/21/2024	Claims	3	38165	Stanwood Ace Hardware #14901	721.03	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
824	02/21/2024	Claims	3	38166	Stanwood Auto Parts	361.11	56100; 56100; 56100; City of Stanwood
825	02/21/2024	Claims	3	38167	Stanwood City Utility	4,671.13	2886; 2964; 2965; 4962; 3184; 1075; 2688; 2741; 3439; 2749
826	02/21/2024	Claims	3	38168	Stanwood Redi-Mix Inc	1,165.02	1CI090 City of Stanwood
827	02/21/2024	Claims	3	38169	US Bank Na Custody/ Treas Div-Money Ctr	72.00	777221717
828	02/21/2024	Claims	3	38170	USA Bluebook	2,174.43	478228; 478228; 47228; 478228
829	02/21/2024	Claims	3	38171	Utilities Underground Loc	75.24	134200
830	02/21/2024	Claims	3	38172	Vermeer Mountain West, Inc.	50,914.88	City of Stanwood 13146
831	02/21/2024	Claims	3	38173	WA St Department Of Health	4,920.60	City of Stanwood 83650 H
832	02/21/2024	Claims	3	38174	Wave Broadband	135.22	321-0316547-01
833	02/21/2024	Claims	3	38175	Western Exterminator Company	506.95	683591; 683591; 683591
834	02/21/2024	Claims	3	38176	Ziply Fiber	1,463.71	206-188-0411-053105-5; 360-939-0579-080320-5

001 General Fund	483,307.23
101 Street Fund	16,785.23
103 Street Construction Fund	10,594.61
104 Park And Trail Improvement Fund	3,503.21
107 Equipment Reserve Fund	94,173.93
110 Building Improvement Fund	1,374.41
115 Tourism And Promotion	199.64
401 Sewer Fund	17,433.75
403 Sewer Construction Fund	537.52
410 Drainage Fund	12,474.57
411 Drainage Construction Fund	13,904.74
421 Water Fund	15,046.96
422 Water Construction Fund	73,352.91

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
		458 Drainage Equipment Reserve				60,856.84		
							Claims:	754,395.55
		* Transaction Has Mixed Revenue And Expense Accounts				803,545.55	Payroll:	49,150.00

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

( ) Finance Director ( ) Auditing Officer Wendy Dowhower Date: 3-6-2024

( ) Deputy Finance Director

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**8b**
DATE:	March 14, 2024
SUBJECT:	City Council Meeting Minutes – February 22, 2024
CONTACT PERSON:	Lisa Sokolik, City Clerk
ATTACHMENTS:	A – Council Meeting Minutes

SUMMARY STATEMENT

The City Council meeting minutes for February 22, 2024, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE FEBRUARY 22, 2024, CITY COUNCIL MEETING MINUTES AS PRESENTED".

CITY OF STANWOOD

Regular Meeting of the City Council
February 22, 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 Metz led the Pledge of Allegiance.

2. **Roll Call**

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

Motion by Councilmember Robb, second by Councilmember Metz, to excuse Councilmembers Dani Gaumond and Robert Hicks. ***Motion carried unanimously.***

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Public Works Director Kevin Hushagen, Community Development Director Patricia Love, Police Sgt. Karl Gilje, Police Sgt. Kore Oyetuga, City Attorney Nikki Thompson, City Planner Tansy Schroeder, City Engineer/Capital Projects Manager Alan Lytton, and City Clerk Lisa Sokolik. Public Works Supervisor Leigh Danielson attended via zoom.

3. **Approval of the Agenda**

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

4. **Presentation**

   Lincoln Hill High School Update - Student Representative Bee Hartell

   - In February, had a fund raiser selling 'Sweet Notes' for $1.00 each. The school has not had a fund raiser in decades. It promoted the school's culture and small local artists who designed three card options.
   - The SCAFF scholarships are open until March 11th.

5. **Public Comments**

Name:	City:	Topic:
Kristy Law	Camano Island	Ridwell Recycle Service
Cathy Wooten	Stanwood	Environmental
Andrew Davis	Mount Vernon	Community Farm Ovenell Lease Agreement

6. **Staff / Department Report –** None

7. **Council Committee Reports**
   a. Community Development Committee Meeting Minutes – February 1, 2024
   b. Planning Commission Meeting Minutes – November 13, 2023
   c. Public Works Committee Meeting Minutes – February 6, 2024

8. **Consent** Agenda
    a. Approve Vouchers and Payroll Checks
    b. Approve City Council Regular Meeting Minutes – February 8, 2024
    c. Approve City Council Special Workshop Minutes – February 8, 2024
    d. Authorize the Mayor to Sign an Amended Lease Agreement with Puget Sound Public Farms to Allow a Public Farm at Ovenell Park
    e. Authorize Final Acceptance of the 80th Ave Sidewalk Project Completed by Colacurcio Brothers
    f. Appointment of Parks and Trails Advisory Committee Member Peter Kamb

Councilmember Shepro said Peter Kamb has been dedicated in helping to improve our trail system and recommends him for PTAC opening.

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

9. **Unfinished Business**
    a. Approve Second Reading of Ordinance 1527 Sewer Utility Rates

Since the first reading, an additional change has been added to the Ordinance, a clarification to the definition of commercial units for billing purposes. This Ordinance will be brought back to council for a third reading.

Councilmembers asked Hammond questions.

Motion by Councilmember Robb, second by Councilmember Metz to approve the second reading of Ordinance 1527 amending the methodology for calculating the summer sewer discount and increasing the sewer rate, and clarifying the definitions of billing units, and direct staff to present for a third reading.

b. Approve Second Reading and Adopt Ordinance 1518 Amending SMC Title 14 Uniform Codes - Building and Fire Code

Love presented the second reading of Ordinance 1518, there have been no changes since the first reading. This ordinance will need to be adopted by March 15th.

Motion by Councilmember Shepro, second by Councilmember Metz to approve the second and final reading of Ordinance 1518 as set forth in Attachment A amending Title 14 Uniform Codes, of the Stanwood Municipal Code. ***Motion carried 4 yea, 1 nay.***

10. **Public Hearing:**
    Cedarside Development Agreement

City Attorney Nikki Thompson explained the Appearance of Fairness Doctrine. Council will not be participating in the public hearing tonight as there are written ex-parte communications that are too extensive to be read into the record. In order to give everyone the chance to review those communications, after the public gives testimony and before council weighs in on the project, there will be a motion to continue the public hearing on March 14th which will give the public another chance to give testimony and at that time council will discuss.

Thompson asked Council eight questions regarding the Appearance of Fairness Colloquy.

1) Does any member of this Council have knowledge of or have conducted business with either the proponents or opponents of this project? **Each Councilmember answered No.**
2) Does any member of this Council either have a pecuniary or non-pecuniary interest in the outcome of this proceeding? **Each Councilmember answered No.**
3) Does any member of this Council know whether or not their employer has a financial interest in the property or area which will be impacted by the decision in this proceeding? **Each Councilmember answered No.**
4) Does any member of this Council live or own property within 300 ft of the area which will be impacted by the decision in this proceeding? **Each Councilmember answered No.**
5) Does any member of this Council have any special knowledge about the substance of the merits of this proceeding which would or could cause the Councilmember to prejudge the outcome of this proceeding? **Each Councilmember answered No.**
6) Is there any member of this council who believes that he or she cannot sit and hear this matter fairly and impartially? **Each Councilmember answered No.**
7) Has any Councilmember had any ex-parte contacts concerning this matter? (Includes social media comments) **Schmitt Yes, Bergman Yes, Shepro No, Robb No, Metz No** Thompson said that city staff is in possession of most of the online communications and will be providing them in the project file for review.
8) Is there any member of the audience who because of the Appearance of Fairness Doctrine wishes to disqualify any member of the Council from hearing this matter? **Heard no objection from members of the audience.**

Thompson said these questions will be asked again at the March 14th council meeting to give the absent councilmembers a chance to respond.

Mayor Roberts opened the Public Hearing at 7:30 p.m. to receive public testimony on the Cedarside Development Agreement.

City Planner Tansy Schroeder introduced the Cedarside Commons mixed use development located northeast of the 72nd Ave and SR 532 intersection.

Architect of Record, Carl Pirscher gave an in-depth presentation of the proposed project.

Dan Nelson, Designs Northwest Architects, Stanwood discussed the architecture of the buildings.

Public Testimony:

Name	Comment
Cathy Wooten Stanwood	Appreciates proposal meets required code to avoid impacts to onsite wetlands. Concerned city is setting a precedent of approving more density than is established in city code standards
Adria Gaydeski Stanwood	Concerned schools cannot handle the students that this project will bring in.
Jake Gaydeski Stanwood	Concerned schools are already at capacity and traffic impacts and the proposed SR 532 round-about.
Matt Surdyk Stanwood	Against high density developments. Requesting to add Stanwood a pedestrian bridge over SR532.

Christi Bell Stanwood	Against proposed development: wetland protection is a requirement. Concern for students walking across SR 532 to Port Susan Middle school and that small businesses will go out of business.
Peter Kamb Stanwood	Supports the proposed development. Positives include affordable housing, can walk to schools, stores, and the YMCA. Another trail to hook into the city's trail system. Proposal includes adding a round-about on SR532 which will help with public safety.
Arnie Wennerberg Stanwood	Concerns of lack of commercial space, the low grade of 72nd & SR 532, and lack of parking; stick to city's code on parking and density standards. Who will maintain the trail? Other developer owned trails are not being maintained. Put in a full-size round-about not a compact one. Do what's best for community not the developer, residents are here to stay but developers come and go.
Morgan Peterson Stanwood	Concern schools and buses are already over-crowded and the school district is not in the position to take on more students that this development will bring. Building needs to stop until schools can catch up.
Sara Surdyk Stanwood	Against. Development on 68th north of Cedarhome Elementary was proposed as a senior citizen development, it's not, it's huge and had a huge impact on the schools. Concern that this development will be family units with a lot of kids that the schools cannot support.

With no other comments, at 8:35 p.m., Mayor Roberts asked for a motion to continue the Public Hearing on March 14, 2024.

Motion by Councilmember Robb, second by Councilmember Bergman to continue the Cedarside Commons Development Agreement Public Hearing to March 14, 2024.
***Motion carried unanimously*.**

11. New Business

a. Adopt Resolution 2024-05 Amend Council Rules of Procedure

Hammond discussed the two proposed changes to the Council Rules of Procedures:

- Clarification of Public Comment. This portion of the meeting is a limited public forum and comments must address topics related only to the conduct of City business. Discontinuing online public comments except when requested and per state statutes the City will make accommodations.
- Removing 'collective bargaining' from the executive session list of eligible topics.

Motion by Councilmember Metz, second by Councilmember Shepro to approve adoption of Resolution 2024-05 amending the council rules of procedure. ***Motion carried unanimously*.**

12. Public Closing Comments:

Name:	City:	Topic:
Christi Bell	Stanwood	Against discontinuing online public comments.

13. Executive/Legislative Reports

a. Mayor's Report

- The Mayor and City Administrator Smith met with Snohomish County Councilman Nehring. The Snohomish County Council will have their council meeting remotely here in Stanwood on Tuesday, February 27th at the School District Administration Building.
- Will attend a county-wide emergency management meeting on Tuesday, February 27th.

b. City Administrator Report

- Glass quest is going on this week and has been a huge success.
- Taylor's Excavators is fixing culverts on 92nd and Lover Lane.
- The new dog park should be completed by next week.

c. Councilmember's Report/Questions

- Councilmember Schmitt, Bergman and Shepro thanked everyone who came out to participate in tonight's meeting.
- Councilmember Robb attended the unveiling of the Church Creek Park communication board that went through the Parks and Trails Advisory Committee. This was a good example of the city and volunteer committees looking at different options to benefit the community without having it be an expensive capital improvement project. Robb also appreciated the citizens who came out tonight to make public comment, it's often hard to sit and not be able to respond to comments, but the comments are being heard.
- Council Metz said restricting the online public comments is a way for the city to vet who can get on and speak, to avoid people who are not connected to Stanwood making inappropriate comments. If making online comments is the only way you can participate, then contact the city for accommodations. Citizens can also email councilmembers with comments or concerns. Comments and concerns regarding the schools should be directed to the school district as the city has no control over those issues.

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 8:47 p.m.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

CITY OF STANWOOD
CITY COUNCIL
STAFF REPORT

ITEM NUMBER:	**8c**
DATE:	March 14, 2024
SUBJECT:	Summer Sewer Discount - Approve Third Reading and Adopt Ordinance 1527
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

Note: the City Council unanimously approved the first and second reading of this Ordinance, on February 8th and 22nd, respectively.

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. Existing	Proposed	% Change
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 Existing	Proposed	% Change
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 THIRD AND FINAL READING AND ADOPT ORDINANCE 1527 AMENDING THE METHODOLOGY FOR CALCULATING THE SUMMER SEWER DISCOUNT, INCREASING THE SEWER RATE, AND CLARIFYING THE DEFINITIONS OF BILLING UNITS".

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: **8d**

DATE: March 14, 2024

SUBJECT: Utility Account Adjustment—Account 2794

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – SMC 12.20.060 Adjustment to bills.

PURPOSE

The purpose of this agenda item is for Council consideration of a second water leak adjustment to Utility Account Number 2794 in the amount of $138.55.

BACKGROUND

Stanwood Municipal Code (SMC) Section 12.20.060; provides authorization for the Finance Department to adjust a utility account when a leak occurs, however, no more than once each two-year period. The code allows, after evidence the leak was repaired, for a rate adjustment up to 50 percent of the volume consumed in any one billing period in excess of the bi-monthly average of water consumed over the previous twelve months.

Additionally, the SMC authorizes City Council approval of a second adjustment, within a two-year period, if one or more of the following circumstances exist:

i) The leak could not have been readily detectable with reasonable diligence;

(ii) The customer does not occupy or use the subject property on a continuous basis;

(iii) Any prior leak for which an adjustment was made by the city was repaired within 30 days of discovery;

(iv) The customer account has been kept current and there have been no delinquencies within the previous 24 months.

ANALYSIS

Staff recommends approval of a second leak adjustment, which qualifies according to SMC 12.06.020. Customer found and fixed leak in between billing reads, resulting in the second leak adjustment request.

Fiscal Impact			
The 2023-2024 budget for utility operations is adequate to make the requested adjustment.			
Fund(s):	Utility Operating		
Amount:	$ 138.55	**Project Estimate:**	$ -
Budget Authorized	**[X] Yes [ ] No**	**Amendment Required**	**[ ] Yes [X] No [ ] Monitor**

RECOMMENDATIONS

Staff Recommendation: Staff recommends Council authorize the Finance Director to approve a second utility bill adjustment in the amount of $138.55.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. The City council may authorize a second utility bill leak adjustment in the amount of $138.55
2. The City council may choose not to authorize a second utility bill adjustment in the amount of $138.55.
3. The City council may choose not to authorize a second utility bill adjustment in another amount.
4. The City council may direct staff to provide additional information.

PROPOSED MOTION

"I MOVE TO AUTHORIZE THE FINANCE DIRECTOR TO APPROVE A SECOND UTILITY BILL ADJUSTMENT FOR ACCOUNT 2794 IN THE AMOUNT OF $138.55".

12.20.060 Adjustments to bills.

(1) In the event a meter fails to register the correct amount of water used, the customer will be charged at the average rate of monthly consumption for the previous 12 months as shown by the meter when in working order.

(2) In the event a leak or failure of a private water system or private service between the meter and the structure located on private property results in excess consumption, the city may, through a determination of the city finance director, provide for a rate adjustment up to 50 percent of the volume consumed in any one billing period in excess of the bi-monthly average of water consumed over the previous 12 months at that service address.

(a) Customers shall be required to provide proof of repair to leak or failure prior to receiving any rate adjustment.

(b) Application for the credit or adjustment must be made in written form and approved by the city finance director or his/her designee.

(c) No more than one application for credit may be considered per service address in any 24-month period without city council approval. In order to grant a second adjustment the council must find one or more of the following circumstances exist:

(i) The leak could not have been readily detectable with reasonable diligence;

(ii) The customer does not occupy or use the subject property on a continuous basis;

(iii) Any prior leak for which an adjustment was made by the city was repaired within 30 days of discovery;

(iv) The customer account has been kept current and there have been no delinquencies within the previous 24 months.

(3) In the event of a leak or failure of a private water system or private service between the meter and the structure located on private property that was the result of a city project involving a public work as defined by state law, or maintenance performed at the expense of the city, the city public works director will have the authority to provide a rate adjustment for more than 50 percent of the volume consumed in excess of the bimonthly average of water consumed over the previous 12 months at that service address.

Adjustments are final and requests for reversal will not be granted and are not subject to appeal. (Ord. 1415 § 1, 2016; Ord. 1405 § 1 (Exh. 1), 2015; Ord. 1359 § 1, 2013; Ord**. 1295 § 2, 2011; Ord. 1189 § 4, 2006).**

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	10
DATE:	March 14, 2024
SUBJECT:	**Resolution 2024-03** **Cedarside Commons Development Agreement**
CONTACT PERSON:	Tansy Schroeder, City Planner
ATTACHMENTS:	A – Resolution 2024-03 Development Agreement B – Development Agreement C – Site Plan D – Hearing Examiner Recommendation E – Applicant Response to Questions F – Ordinance 1530 Street Vacation

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PURPOSE

The purpose of this agenda item is for Council review of the second reading of 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 Ordinance 1530 to allow a street vacation of a portion of 268th Street NW between 72nd Avenue NW and 68th Avenue NW. In exchange for the street vacation, the applicant will reconstruct and dedicate 268th Street NW in a new location.

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.

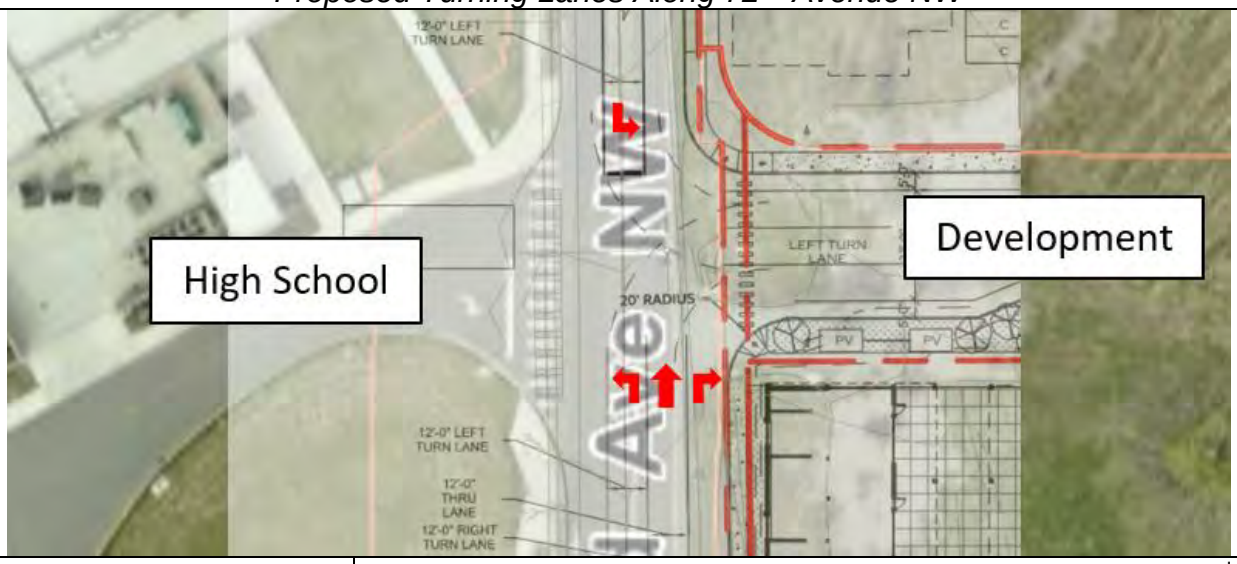
DISCUSSION

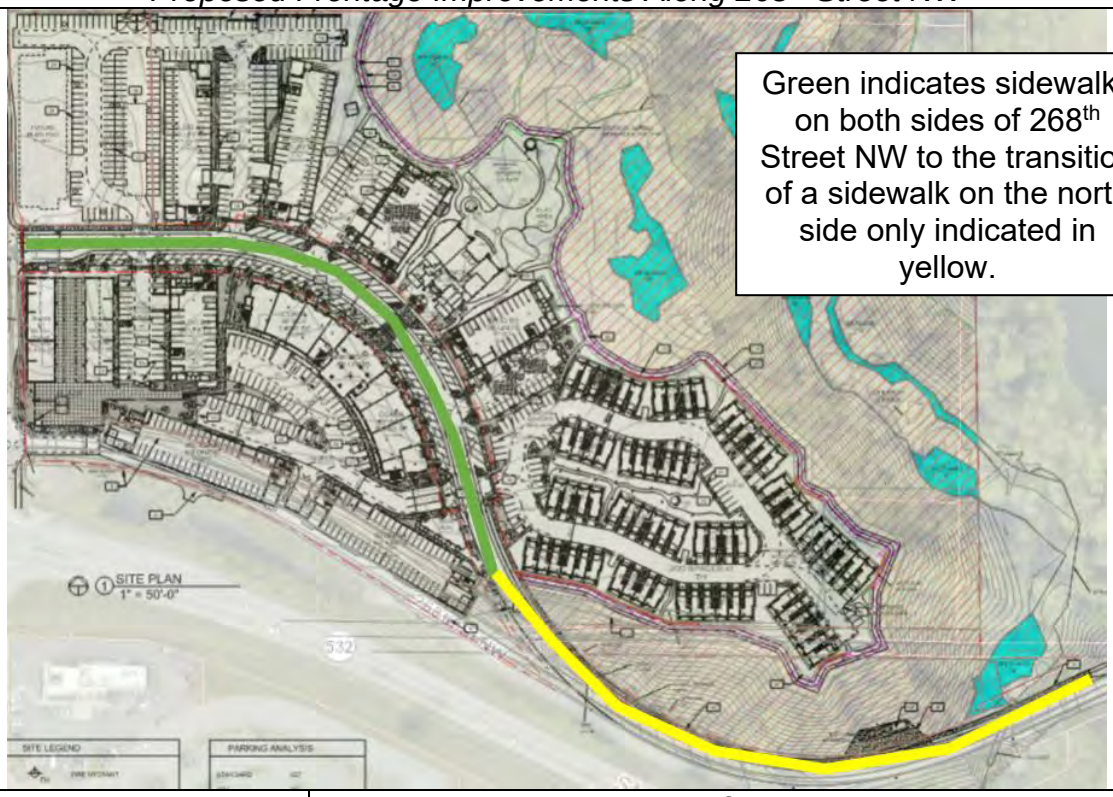
City staff worked with the city attorney and the applicant to review, revise, and recommend approval of the development agreement. The Hearing Examiner has recommended approval of the development agreement. Staff has provided a summary of the terms in the development agreement including general term s, 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.
Proposed Project Phasing Plan	
	

Trails	The proposal includes approximately 1,900 linear feet of new recreational pedestrian trails along the exterior of the NGPA. City staff discussed with the applicant connecting the proposed trail system to the existing Church Creek Park trail system and allowing public use of the trails. The public use easement will facilitate this. The new trails will help contribute to the City's level of service standards for trails.
Frontage Improvements	As part of the project, the developer is proposing to widen the eastern side of 72nd Avenue NW in order to accommodate a northbound left turn lane, a northbound right turn lane, and a center through lane. Furthermore, the developer will also install a southbound left turn lane going into the development.
Proposed Turning Lanes Along 72nd Avenue NW	
	
	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.

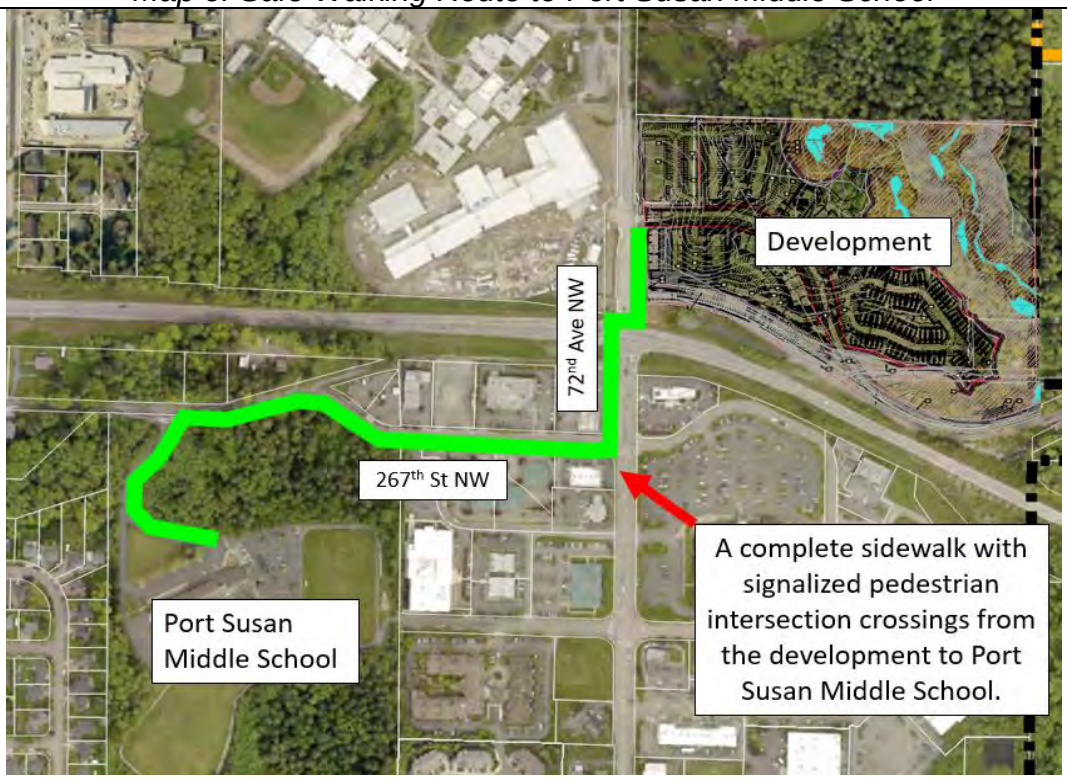
Proposed Frontage Improvements Along 268th Street NW	
	
Critical Areas	The subject property is significantly encumbered with critical areas covering the entire eastern half of the site. Critical areas consistent of wetlands, steep slopes, an unnamed stream, and Church Creek. The development includes 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 Cedarhome Elementary School



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.

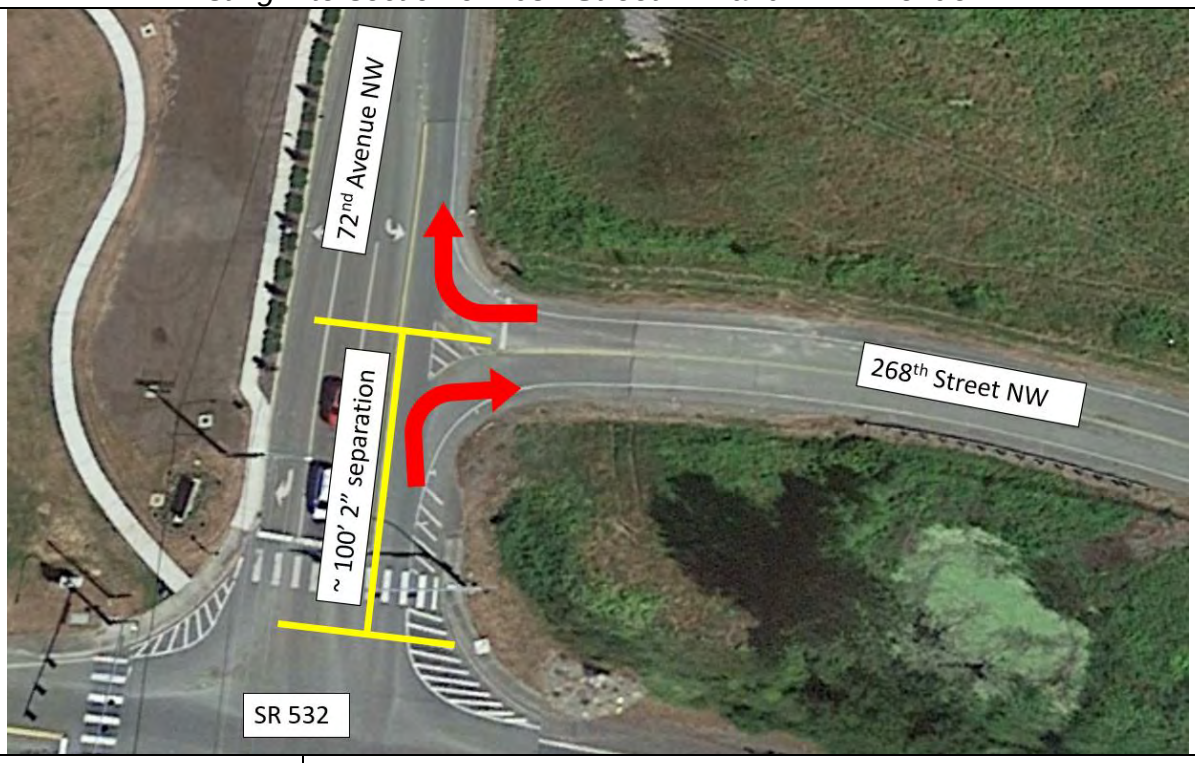
Vicinity Map of Proposed Street Vacation



	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	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

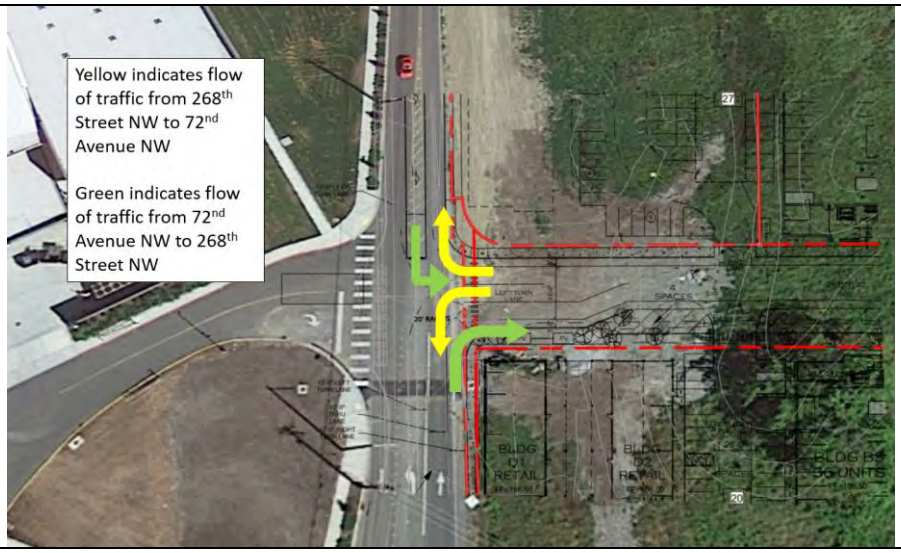
circulation of the immediate area or the community as a whole;	currently a right-turn in / right-turn out only intersection located approximately 100' north of the SR 532 and 72nd Avenue intersection.

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 need shall not be adversely affected;	The proposed vacation and relocation will improve intersection 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 268th Street NW in the City's capital improvement project list. The street vacation will not eliminate 268th Street NW but will instead relocate the western portion more northward. The relocated street will include sidewalks, bike lanes, and parking. The improved 268th 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 268th 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 268th 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.

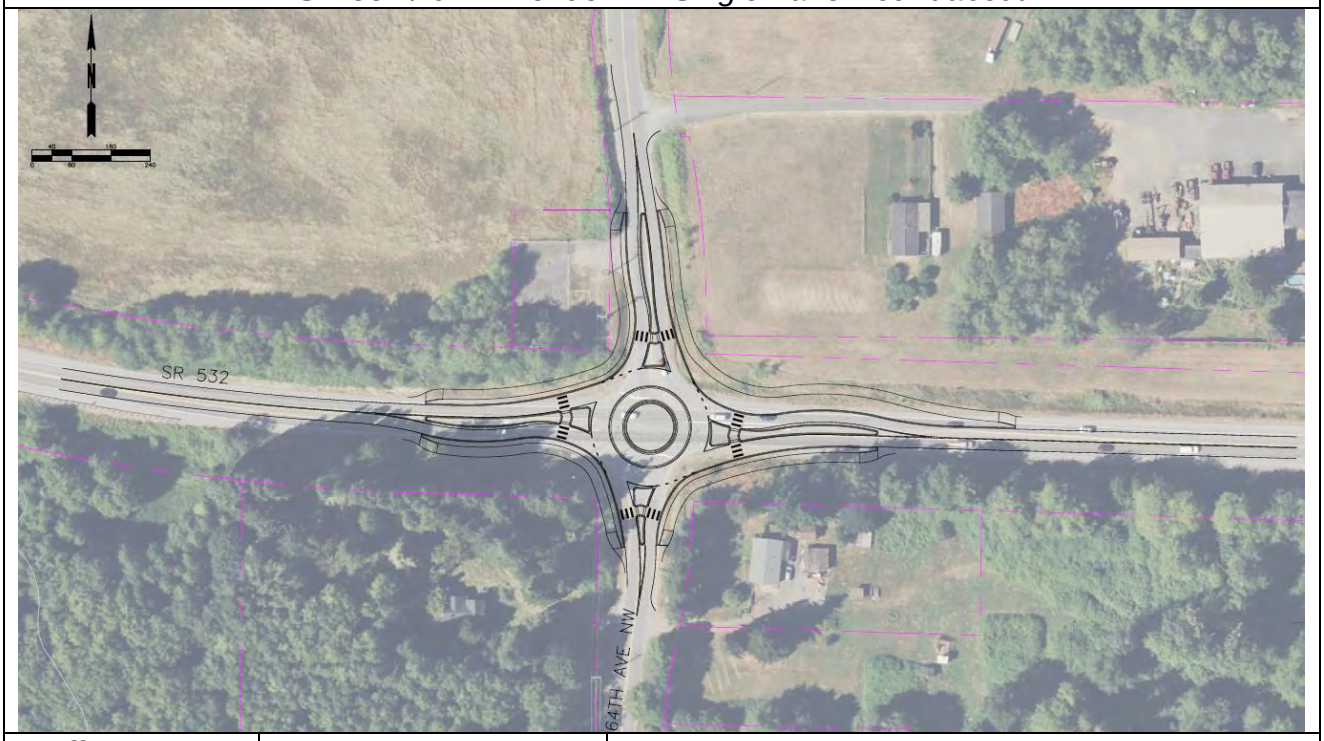
Mitigation

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 64th 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

<table>
<tr><td></td><td></td><td>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.

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.</td></tr>
<tr><td colspan="3">SR 532 / 64th Avenue NW Single-Lane Roundabout</td></tr>
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</td></tr>
<tr><td>Traffic Impact Fees</td><td>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.</td><td>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</td><td>$581,504</td></tr>
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<tr><td></td><td></td><td>
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<tr><td></td><td></td><td>trips</td><td></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 532 / 64th 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.
</td></tr>
<tr><td>Park Impact Fees</td><td>The proposed development is responsible for $771,972 in park impact fees. These fees will be collected at the time of building permit issuance.</td><td>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.</td></tr>
</table>

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 units (apartments and townhomes) and 3% commercial acreage	The TN zone requires a mix of three 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



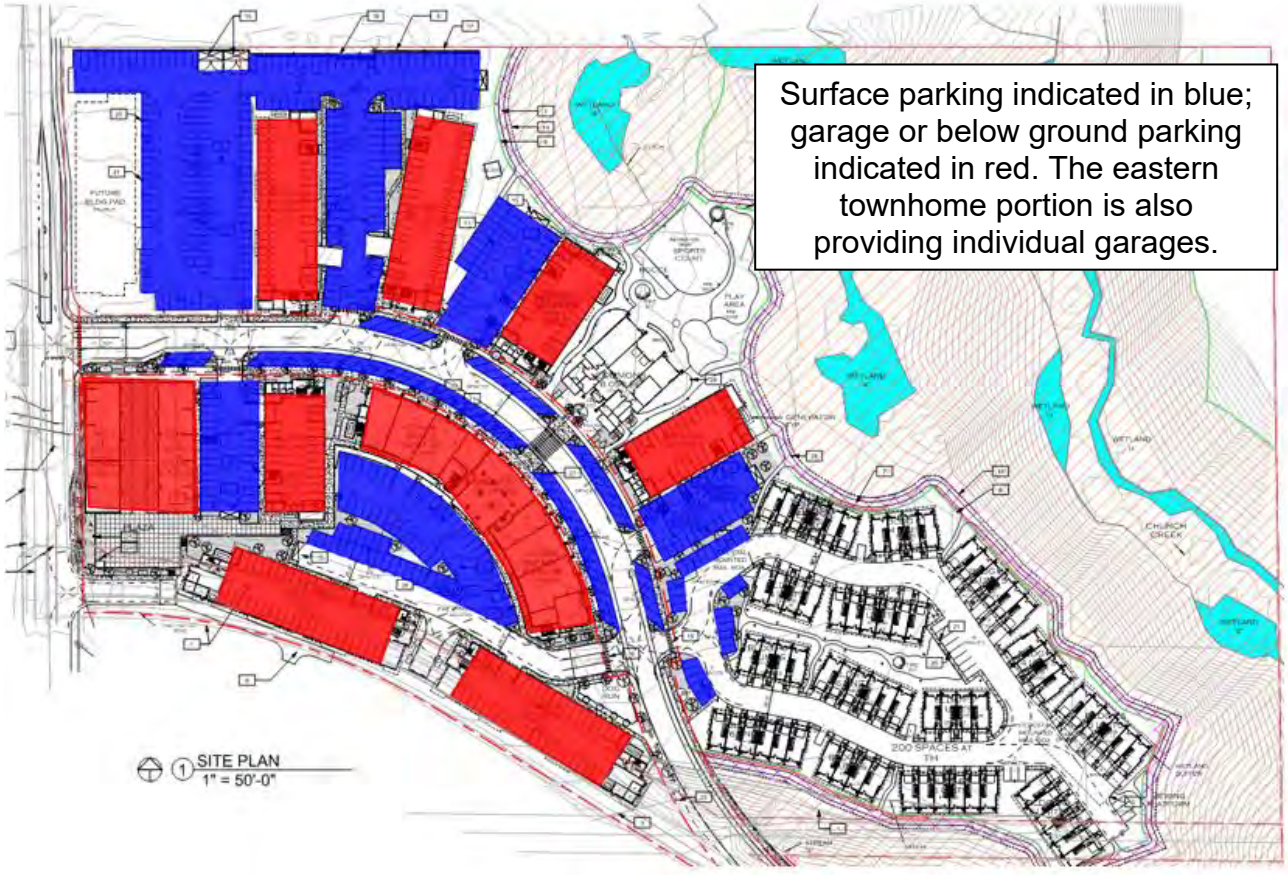
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<tr><td>Parking</td><td>1,039 parking stalls proposed</td><td>Pursuant to SMC 17.105.140, a total of 1,137 parking stalls are required to serve the proposed mixed-use development. However, the municipal code also has provisions allowing for an administrative 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.</td></tr>
<tr><td colspan="3"><table>
<tr><th colspan="3">Comparison of Parking Requirements</th></tr>
<tr><th>Development Standard</th><th>Total Required Parking Stalls</th><th>Percent Reduction from Base Standard</th></tr>
<tr><td>Stanwood Municipal Code - Base Standard</td><td>1,137</td><td>N/A</td></tr>
<tr><td>Stanwood Municipal Code - Administrative Variance</td><td>910</td><td>20%</td></tr>
<tr><td>Stanwood Municipal Code - ITE Manual</td><td>842</td><td>29%</td></tr>
<tr><td>Total Number of Proposed Parking Stalls</td><td>1,039</td><td>9%</td></tr>
</table></td></tr>
<tr><td></td><td></td><td>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</td></tr>
</table>

		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

Parking Site Plan

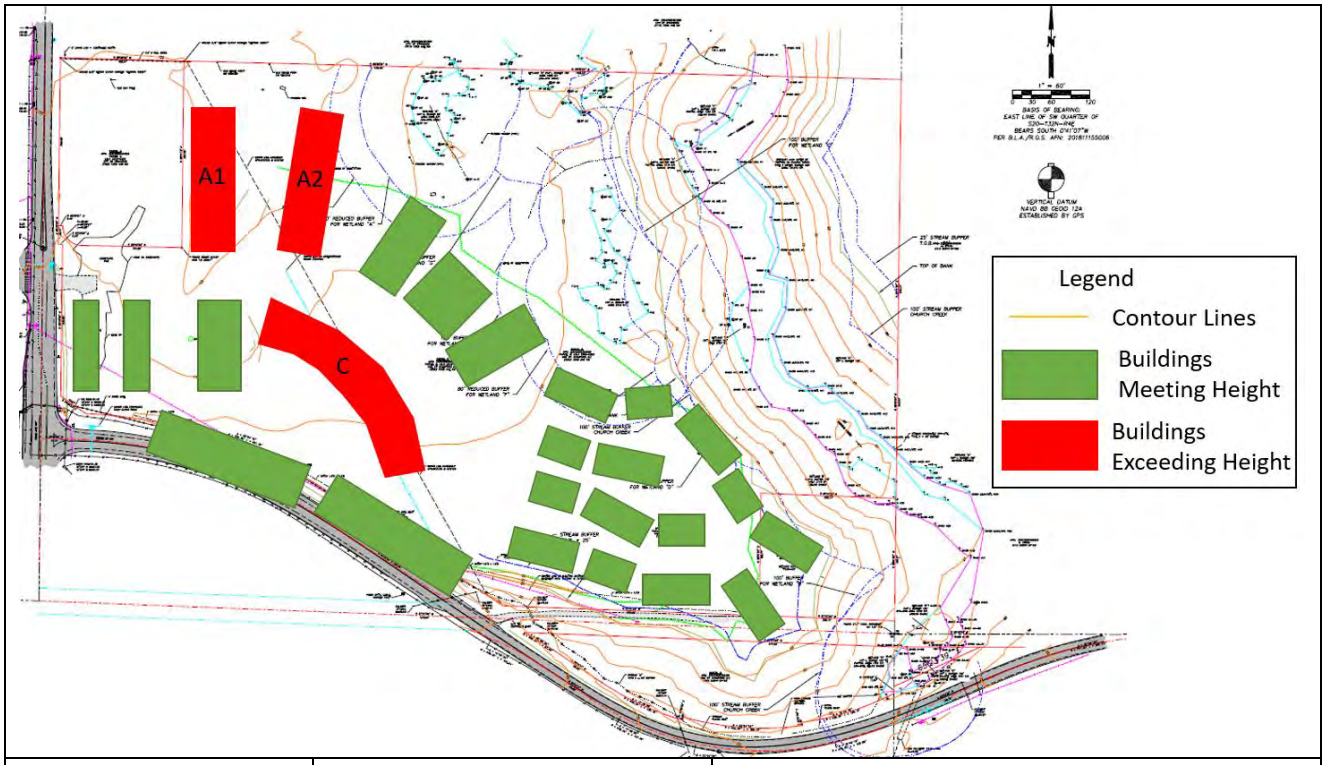


Building Heights	Deviations from maximum height standards for three of the proposed buildings	The TN zone has a variety of allowed maximum heights based on the location and uses proposed. For properties located within 200 feet from SR 532,

		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 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.

Proposed Building Height Breakdown

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.



		The topography of the site indicates a high point in the northwestern portion of the site with slopes descending to the west towards 72nd, to the south towards 268th and to the east towards Church Creek. The varying heights of the buildings work with the site topography to build up from the SE towards the west and north and back down to lower scaled retail structures along 72nd Avenue NW.

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.

	2005 Proposal	*2017 Proposal*	*Current Proposal*
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.

RESPONSE TO QUESTIONS

At the February 22, 2024 City Council meeting, multiple questions were raised by community members. The applicant has prepared a response to community questions which is attached. Please find city staff's responses to questions below.

Question / Comment	Staff Response
Multiple community members expressed concern over the requested increase in density and setting precedent for future developments. Some community members expressed opposition to high density zoning.	Jurisdictions under the Washington State Growth Management Act (GMA) requires counties and cities to plan for and accommodate future population growth. As part of the Comprehensive Plan Update process, the City of Stanwood has been assigned twenty-year population, housing, and job growth targets for 2044. Historically, the City has been required to provide sufficient capacity for population and housing targets as a bulk number. New legislative requirements have come from the State requiring jurisdictions to provide for not just housing in general, but specifically a variety of housing types including duplexes, triplexes, and townhomes. The City is required to accommodate an additional 1,241 housing units over the next twenty years. This growth

target shall include at least 620 new apartment units and 237 new townhome units in accordance with the legislature. The remaining housing units may be single-family residences.

If Stanwood were to eliminate high density zoning, it would result in a need for a significant amount of land mass to meet mandated growth targets. This could result in the need for additional land annexations into City limits, expanding the footprint of the City further into the rural surroundings.

The below table shows a breakdown of approximately how much acreage would be needed, under each density category, in order to accommodate 1,241 additional housing units. This table shows that under low density zoning, approximately 248 acres to 350 acres would need to be developed to meet Stanwood's growth targets. This would also require existing development to be re-developed in order to have enough acreage as Stanwood has less than 10 acres of vacant low density zoned land. In comparison, under mixed use zoning less than 100 acres would need to be developed to meet growth targets.

Density Category	*Allowed Housing Units per Acre*	*Approximate Acreage Needed*
Low Density	3.5 to 5	248 acres to 354.5 acres
Moderate Density	5 to 10	124 acres to 248 acres
High Density	10 to 20	62 acres to 124 acres
Mixed Use Densities	20 to 30*	42 acres to 62 acres
**The MB-II zone allows density increases up to 60 dwelling units per acre when 100% of the required residential parking is provided on the ground floor and the building is at least LEED silver certified*		

The requested density of 23.77 dwelling units per acre will help Stanwood meet its growth targets at a scale consistent with other mixed use densities throughout the City. Approval of the density request would not set new precedent. Multiple projects that have been approved previously in Stanwood's mixed use zones have been approved at similar and higher densities than what the applicant is proposing. The table below provides a brief overview of these projects and their associated densities.

Project	*Project Location*	*Project Density*	*Date Approved*
Cambridge Place	6996 265th Street NW	24	February 2019
Liberty Properties LLC	9520 270th Street NW	19.6	May 2021
Sequim Land LLC	9430 269th Place NW	22.2	September 2021
Taylor Place	7110 265th Street NW	64	May 2022
Elliot Lofts	7106 265th Street NW	64	August 2022
TAIH LLC	26827 94th Drive NW	22.2	Pending approval

The requested density will also help meet the City's housing growth target without the need for a significant

<table>
<tr><td></td><td>amount of acreage while being consistent with other projects, the Stanwood Comprehensive Plan, and the Stanwood Municipal Code.

If Stanwood does not comply with its mandated growth target requirements, the State may place sanctions on the City including withholding or temporarily rescinding the authority of Stanwood to collect taxes and grants that the City relies upon to operate its day-to-day business.</td></tr>
<tr><td>Multiple community members expressed concern over the requested parking reduction.</td><td>As discussed previously in this staff report, the proposed 9% parking reduction is consistent with allowances for reduced parking provisions as outlined within the Stanwood Municipal Code.

Approval of the 9% parking reduction request would not set new precedent. There have been multiple projects that have previously been approved with parking reductions. The table below provides a brief overview of these projects and their associated densities.</td></tr>
<tr><td></td><td><table>
<tr><th>Project</th><th>Project Location</th><th>Parking Reduction (%)</th><th>Date Approved</th></tr>
<tr><td>Creekside</td><td>26031 72nd Avenue NW</td><td>28%</td><td>April 2021</td></tr>
<tr><td>Taylor Place</td><td>7110 265th Street NW</td><td>39%</td><td>April 2022</td></tr>
<tr><td>Elliot Lofts</td><td>7106 265th Street NW</td><td>72%</td><td>April 2022</td></tr>
</table></td></tr>
<tr><td></td><td>The approval of these previous parking reductions has not resulted in overflow parking in adjacent neighborhoods or schools. This suggests that Stanwood’s minimum parking standards may require more on-site parking than is actually needed to serve a development.</td></tr>
<tr><td>Multiple community members expressed concerns over the capacity of the Stanwood Camano School District to serve this development.</td><td>The issue of school capacity is a sensitive topic within the community. Similar to how the City is legally required to plan for growth, school districts are also independent agencies required to plan for long term growth.

The Stanwood-Camano School District is a unique school district that spans across two different counties (Island and Snohomish) and serves approximately 40,000 people. The City of Stanwood makes up approximately 20% of the population served by the district.

In order to require private developments to pay additional fees to mitigate impacts to the school district, a district must demonstrate a capacity deficiency. Impact fees may not be used to correct existing deficiencies. For example, a district may not use the impact fees to build new classrooms to reduce overcrowding caused by existing residents.</td></tr>
</table>

	Furthermore, capacity deficiencies need to be demonstrated on a district-wide basis. In discussions between the City and the school district, the district as a whole is not at a deficiency despite the issue of overcrowding at Cedarhome Elementary. Additionally, the proposed development will not result in a district-wide deficiency. Therefore, school impact fees cannot legally be required for the development. School assignment boundaries are determined by the school district and not the City. The difficulties of school assignment boundaries changing are real on both students, their families, and district staff members. Being an inter-county school district can make these impacts more challenging due to the geographical size of the school district. The Stanwood-Camano School District encompasses approximately 100 square miles which is over 30 times larger than the City of Stanwood. The challenges of school assignment boundaries over a large geographical area is one that the school district is going to continue to face as the larger region grows and is not specific to this proposal. Multiple community members brought up concerns about insufficient bussing resources and lengthy bus rides. This project is anticipated to be assigned to Cedarhome Elementary which is a walking-only school, and therefore will not be impacted or have impacts to bus routes. There are also complete walking paths from the project to both Stanwood High School and Port Susan Middle School. Until a capacity deficiency is demonstrated by the school district in accordance with state law, this project and other future projects cannot be required to pay school impact fees. If City Council were to deny this project on the basis of schools, it could have the potential to result in a development moratorium which may not be justifiable.
Community members requested a pedestrian overpass to be constructed over SR 532 as a requirement for this project.	The United States Supreme Court has ruled that conditions of development permit approval must be roughly proportional to the impact of a proposed development. One way to determine impacts of a proposed development is by looking at the cumulative impact fee requirements. Similar to school impact fees, traffic impact fees may not be used to correct existing deficiencies. The concerns of pedestrian safety at the 72nd Avenue NW and SR 532 intersection are existing concerns based on current

	development. This project is anticipated to pay $1,899,524 in traffic impact fees as demonstrated previously in this staff report. The City's traffic engineers estimate that a highway pedestrian bridge would cost at least $5,000,000. This is not a proportional requirement to the project and therefore cannot be required as a condition of approval. There are additional logistical roadblocks to a pedestrian overpass including the need for additional right-of-way in order to meet ADA compliance, which would have negative impacts on existing businesses. Pedestrian overpasses are not always utilized by pedestrians due to the longer, less convenient route. From city staff's understanding, pedestrian accidents that have occurred at the 72nd Avenue NW and SR 532 intersection have occurred when one of the parties is not adhering to the appropriate signals. When signals are adhered to, pedestrian accidents are generally not occurring. The issue of pedestrian safety at this intersection is one that has been raised repeatedly during the Comprehensive Plan Update process. In response, city staff have revised the Capital Improvement Project (CIP) List to include analysis of the intersection for what the best pedestrian safety improvement would be, and then implementation of the improvement.
Community members expressed concerns over the design and usability of a "compact roundabout" at 64th Avenue NW and SR 532.	As discussed previously in this staff report, any improvements to state highways are required to go through an Intersection Control Evaluation and design review with the Washington State Department of Transportation (WSDOT). There was confusion and concerns over the phrase "compact roundabout". What is being proposed is a single-lane roundabout that meets WSDOT requirements for highway improvements. In this context, the word "compact" is synonymous with a single-lane roundabout. In the context of the project, a "compact roundabout" does not refer to a small, residential traffic circle such as the one located at the intersection of 80th Avenue NW and 284th Street NW. The proposed single-lane roundabout has been designed

	in conjunction with WSDOT review and is intended for highway traffic including smaller passenger cars and larger commercial vehicles.
Some community members expressed dissatisfaction regarding the building design.	The proposed building design is consistent with architectural design requirements as outlined within the Stanwood Municipal Code. If the City is dissatisfied with its architectural design standards, these standards may want to be considered for updating as part of the Unified Development Code.
Some community members expressed concerns about the project degrading Stanwood's character and "small town feel".	Stanwood's community has experienced tremendous growth in recent years. Its population has nearly doubled over the last 20 years. As a community within the greater Seattle metropolitan area, Stanwood has become one of the fastest growing bedroom communities in the region. Stanwood is also shifting from an older agricultural community to a younger family community. In Washington State, planning for future growth is regulated by the Growth Management Act (GMA). The GMA was originally adopted in 1990 and was intended to reduce urban sprawl. Urban sprawl is defined as "the uncontrolled expansion of urban areas". To reduce sprawl, the GMA designated Urban Growth Areas (UGA's) which are required to accommodate urban growth to protect the rural lands outside of urban areas. A UGA includes a city and its potential annexation areas. The City of Stanwood is an urban area intended and designed for urban growth. By locating urban growth within city limits, the rural areas surrounding Stanwood are preserved. Land within cities is almost always intended for urban growth, regardless of historical uses. Changes related to growth can be difficult for a community to adjust to. Growth is inevitable and unavoidable. But through intentional development standards, the City can ensure that growth is occurring in a way that is aligned with the vision and desires of the community.
Some community members expressed concerns about the possibility of the project changing after it's approved.	One of the benefits to a development agreement is that it specifically outlines the project details and cannot be altered without pursing a formal amendment to the development agreement. Other developments mentioned in the last meeting, such as the Cedarhome Square subdivision, did not elect to go through the development agreement process.

	To ensure transparency and trust with the community, the breakdown of unit-type bedrooms has been added into the development agreement as the following; • 66 studio apartments • 198 one-bedroom apartments • 150 two-bedroom apartments • 30 three-bedroom apartments • 72 townhome units
Some community members asked questions about who would be responsible for maintenance of the new proposed trails available for public use.	As mentioned previously in the staff report, the proposal includes approximately 1,900 linear feet of new recreational pedestrian trails which will connect to the Church Creek Park trail system and be open for public use. The development agreement has been updated to address maintenance of the trail system. Maintenance of the trail system will remain with the developer and any future owner of the project. The new trails will help contribute to the City's level of service standards for trails without requiring city staff to maintain the new trails.
Many community members feel that growth is occurring too fast in Stanwood. Some believe that this development, and others, should be denied to slow down the pace of development.	Property owners have a right to develop their property within Washington state. A by-right approval (also known as an as-of-right approval) is granted when a development proposal strictly conforms to zoning and building codes and, thus, qualifies for construction without requiring discretionary approval. The development agreement process is subject to discretionary approval. If City Council denies the development agreement, the applicant has a right to revise the proposal to conform with the Stanwood Municipal Code. This property has a by-right to develop 460 housing units allowed by the underlying zoning. If the project was reduced to 460 units, City Council would have no involvement in reviewing or approving the proposal. Through the development agreement, city staff has worked with the applicant to include additional benefits to city residents. If the development agreement is denied, there is no avenue for the City to require additional benefits and the property could still be developed at a high density.

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 the first reading of Ordinance 1530 Street Vacation as presented.
2. Deny Resolution 2024-03 Cedarside Commons Development Agreement and Ordinance 1530 Street Vacation.

PROPOSED MOTION #1

I MOVE TO APPROVE RESOLUTION 2024-03 FOR THE CEDARSIDE 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 DENY RESOLUTION 2024-03 FOR THE CEDARSIDE COMMONS DEVELOPMENT AGREEMENT.

PROPOSED MOTION #2

I MOVE TO APPROVE THE FIRST READING OF ORDINANCE 1530 AS SET FORTH IN ATTACHMENT “F” VACATING 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

WHEREAS, the City issued a Notice of Continuation of Public Hearing before the City Council on February 27, 2024 and was circulated for public comments; and

WHEREAS, the City Council continued the Public Hearing on March 14, 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:

By _____

Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By _____

Nikki Thompson, City Attorney

ATTACHMENT A

CITY OF STANWOOD

Stanwood, Washington

RESOLUTION NO. 2024-03

EXHIBIT 'A'

Development Agreement:

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(66), one(198)-, two(150)- and three(30)-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

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 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

		• 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

		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. Ownership and maintenance of the trail system

		will remain with the developer and any future owner of the project.
Traffic Mitigation	The City has requested 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.	The City shall issue all required 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 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 Townhouseon 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. 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 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

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

Date Executed: _____

CITY OF STANWOOD

By:_____

Date Executed: _____

ATTEST:

By:_____ City Clerk

By:_____ City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

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"



1 SITE PLAN
1" = 50'-0"

SITE KEYNOTES - OVERALL

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, TYP. SEE CRITICAL AREAS STUDY FOR MORE INFO AND LSCAPE 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 AT 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. LIFTSTATION / 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 DETAIL 2 ON A107. SEE ELECTRICAL PLANS FOR MORE INFO

SITE LEGEND

- FH — FIRE HYDRANT
- EV CHARGER
- FDC
- PIV
- J — ELECTRICAL JUNCTION BOX
- P — ELECTRICAL PULL VAULT
- T — ELECTRICAL TRANSFORMER
- NGPA LIMITS, PER CAS 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. _____

10.58

MARK	DATE	COMMENTS
	12.15.2023	SITE PERMIT RESUBMITTAL

DRAWN: Author
CHECK: CARL F. PIRSCHER
JOB # Project Number

CEDARSIDE

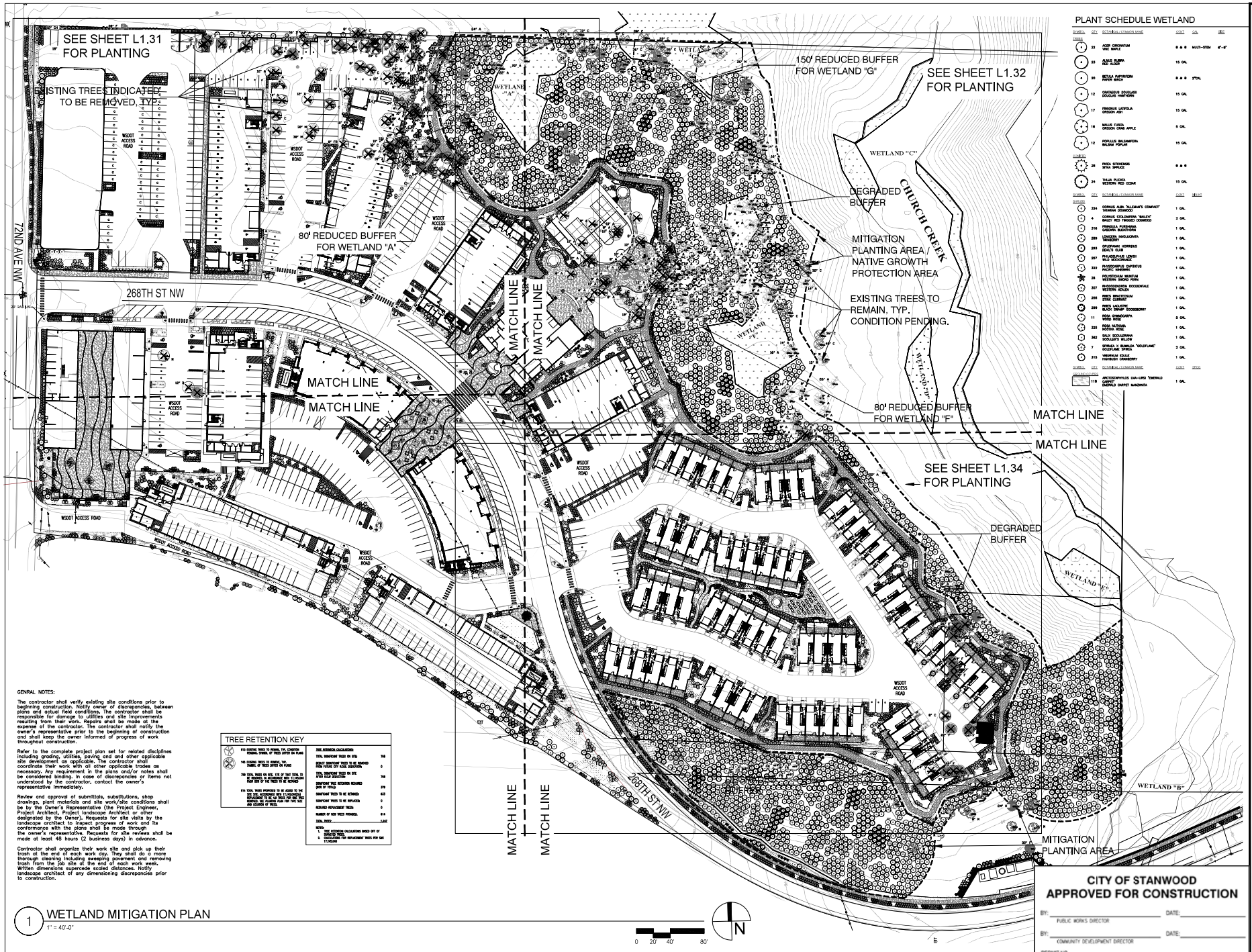
26803 72nd Ave NW & 6824 268th St. NW
Stanwood, WA 98292

SITE PLAN FOR CIVIL SUBMITTAL

CLIENT: West Edge Development

PIRSCHER ARCHITECTS
CDA + Pirscher Architects
23114 108th Ave W
Edmonds, WA 98020
(206) 388-9988

SHEET: A101



PLANT SCHEDULE WETLAND

SYMBOL	QTY	BOTANICAL / COMMON NAME	COMMENTS	CONT	CAL	HEIGHT
TREES						
	33	ACER CIRCINATUM VINE MAPLE		B & B	MULTI-STEM	6'-8"
	33	ALNUS RUBRA RED ALDER		15 GAL		
	30	BETULA PAPYRIFERA PAPER BIRCH		B & B	3"CAL	
	12	CRATAEGUS DOUGLASII DOUGLAS HAWTHORN		15 GAL		
	17	FRAXINUS LATIFOLIA OREGON ASH		15 GAL		
	18	MALUS FUSCA OREGON CRAB APPLE		5 GAL		
	12	POPULUS BALSAMIFERA BALSAM POPLAR		15 GAL		
CONIFER						
	28	PICEA STICHENSIS SITKA SPRUCE		B & B		
	24	THUJA PLICATA WESTERN RED CEDAR		15 GAL		
SYMBOL	QTY	BOTANICAL / COMMON NAME		COST	HEIGHT	
SHRUBS						
	204	CORNUS ALBA 'SIBIRICA' COMPACT TATARIAN DOGWOOD		1 GAL		
	4	CORNUS STOLONIFERA 'BAILEY' BAILEY RED TWIGGED DOGWOOD		2 GAL		
	316	FERNBUSH FERNBUSH		1 GAL		
	289	LONICERA INVOLUCRATA TWINBERRY		1 GAL		
	283	OPLOPANAX HORRIDUS DEVIL'S CLUB		1 GAL		
	357	PHILADELPHUS LEWISII MOCK ORANGE		1 GAL		
	333	PHYSOCARPUS CAPITATUS PACIFIC NINEBARK		1 GAL		
	28	POLYSTICHUM MUNITUM WESTERN SWORD FERN		1 GAL		
	307	RHODODENDRON OCCIDENTALE WESTERN AZALEA		1 GAL		
	266	RIBES SANGUINEUM RED FLOWERING CURRANT		1 GAL		
	399	RIBES LACUSRE BLACK SWAMP GOOSEBERRY		1 GAL		
	11	ROSA GYMNOCARPA WOOD ROSE		5 GAL		
	325	ROSA NUTKANA NOOTKA ROSE		1 GAL		
	362	SALIX SCOULERIANA SCOULER'S WILLOW		1 GAL		
	7	SPIRAEA X BUMALDA 'GOLDFLAME' GOLDFLAME SPIREA		2 GAL		
	315	VIBURNUM EDULE HIGHBUSH CRANBERRY		1 GAL		
SYMBOL	QTY	BOTANICAL / COMMON NAME		COST	SPACE	
GROUNDCOVER						
	118	ARCTOSTAPHYLOS UVA-URSI 'EMERALD CARPET' EMERALD CARPET MANZANITA		1 GAL		

GENRAL NOTES:

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.

TREE RETENTION KEY

	614 EXISTING TREES TO REMAIN, TYP. CONDITION PENDING, SYMBOL OF TREES DEPICTED ON PLANS
	140 EXISTING TREES TO REMOVE, TYP. SYMBOL OF TREES DEPICTED ON PLANS
	754 TOTAL TREES ON SITE, 175 OF THAT TOTAL TO BE REMOVED, IN ACCORDANCE WITH 17.08.050 (140 PLUS ONE HALF OF THE TREES TO BE RETAINED)
	614 TOTAL TREES PROPOSED TO BE ADDED TO THE SITE (ALL ADDITIONAL NEW PLANTINGS, REPLACEMENT TO BE AS TREES PER ONE TREE REMOVED, SEE DRAWING PLAN FOR TYPE, SIZE AND LOCATION OF TREES.

TREE RETENTION CALCULATIONS	
TOTAL SIGNIFICANT TREES ON SITE:	789
EXISTING SIGNIFICANT TREES TO BE REMOVED FROM FUTURE CITY ROAD DEDICATION:	0
TOTAL SIGNIFICANT TREES ON SITE AFTER ROAD DEDICATION:	789
SIGNIFICANT TREE RETENTION REQUIRED (50% OF TOTAL):	379
SIGNIFICANT TREES TO BE RETAINED:	433
SIGNIFICANT TREES TO BE REPLACED:	0
REQUIRED REPLACEMENT TREES:	0
NUMBER OF NEW TREES PROVIDED:	614
TOTAL TREES:	1,047

NOTES:
1. TREE RETENTION CALCULATIONS BASED OFF OF DEDICATED TREES.
2. CALCULATIONS FOR REPLACEMENT TREES PER SEC 17.08.050

1 WETLAND MITIGATION PLAN
1" = 40'-0"

0 20' 40' 80'

N

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 811 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

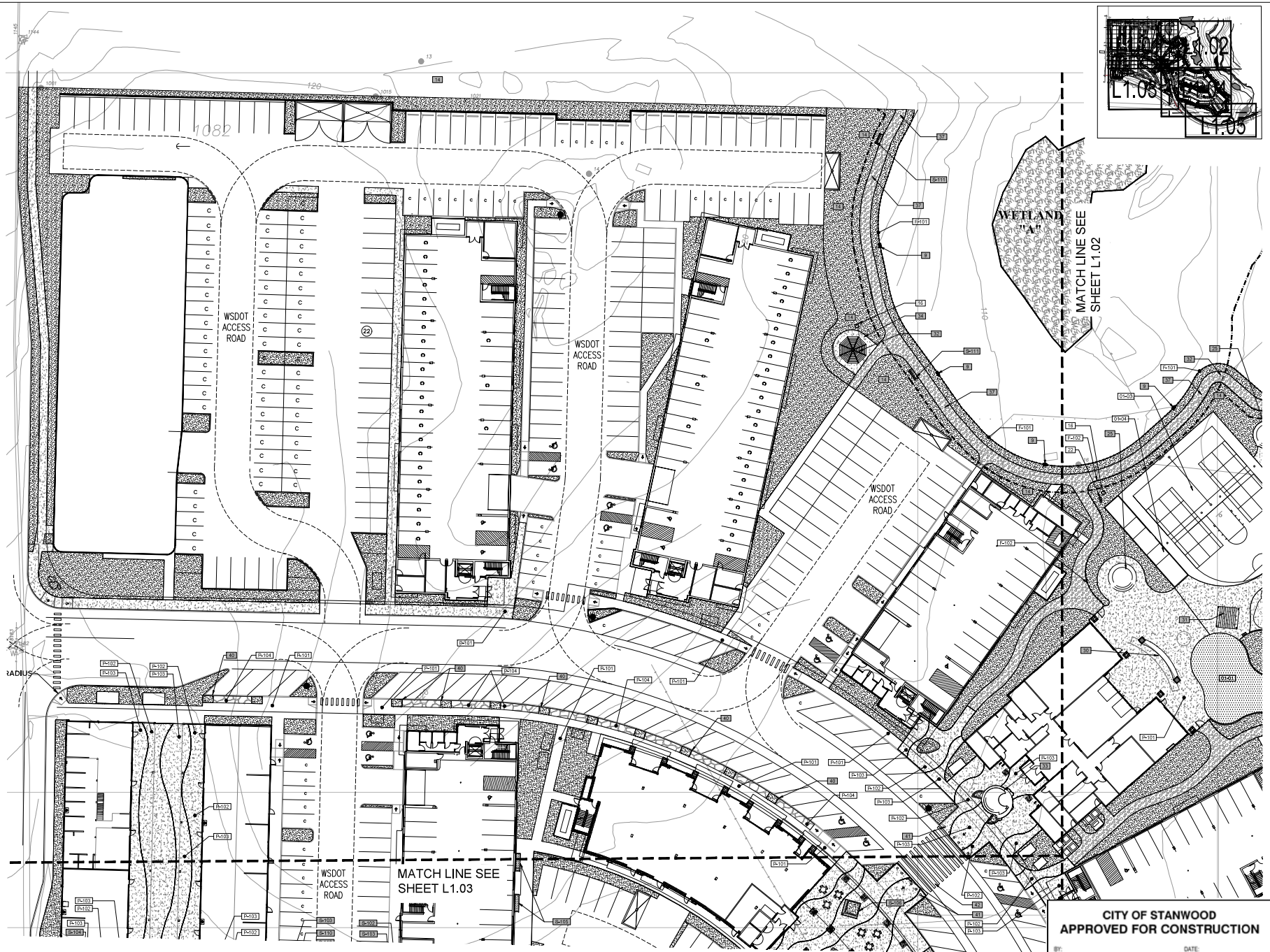
STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
WETLAND MITIGATION PLAN

NO.	DATE	REVISION	BY
1	10/23	CONST PERMIT	STAFF
2	11/24	SITE PERMIT RESUB	SRT

DATE: NOVEMBER 18, 2019
DESIGNED: SRT
DRAWN: RT/DMB
CHECKED: TR
SCALE: AS SHOWN
TRA No.: 1709
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.: L1.00W



1 CALLOUT PLAN
1" = 20'-0"

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES

LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 400, 811 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE

CEDARSIDE

CITY OF STANWOOD

SHEET TITLE

CALLOUT PLAN

PHASE I & II

NO.	DATE	REVISION	BY
1	08/20	CONSTRUCTION PERMIT	BTSW
2	11/2020	SITE PLAN PERMIT RESUB	BTSW

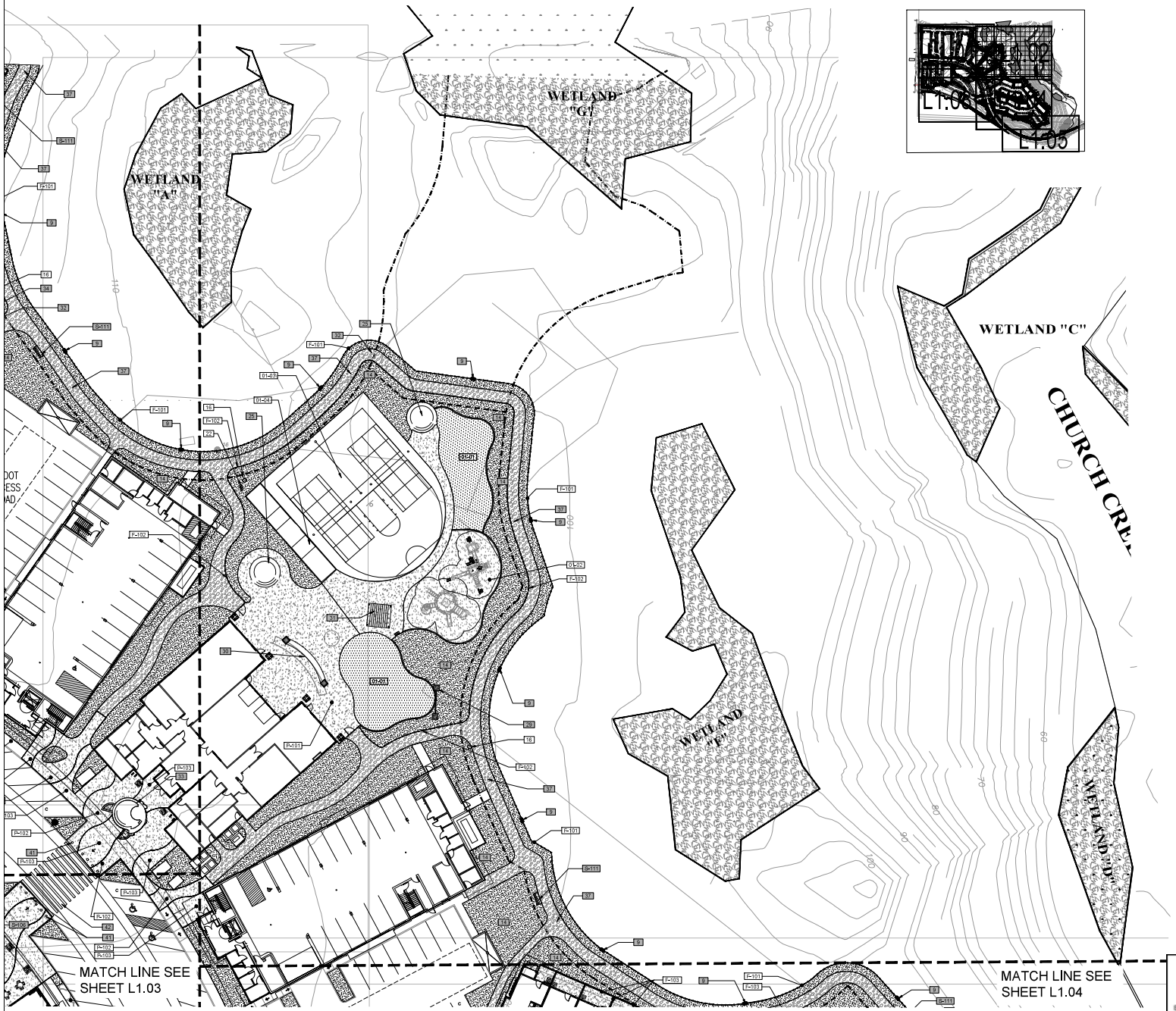
DATE: NOVEMBER 18, 2019

DESIGNED: BTSW
DRAWN: BTSW/MB
CHECKED: TR
SCALE: AS SHOWN
TRA No.: 1209
CAD FILE:

PROJECT: CEDARSIDE

SHEET No.:

L1.01



1 CALLOUT PLAN
1" = 20'-0"

0 10' 20' 40'

N

CALLOUT SCHEDULE

SYMBOL	DESCRIPTION
8	SIGNAGE – WETLAND / RESTORATION AREA
14	RESTORATION PLANTING AREA
16	DOG WASTE STATION BY DOG ON IT PARKS – SINGLE PULL – SURFACE MOUNT – COLOR: BLACK – WASTE RECEPTACLE: ROUND
22	DELUXE DOG WATERING STATION – BY DOG ON IT PARKS – COLOR: TBD – BACKFLOW PREVENTER REQUIRED – DRAIN LINE TO SEWER
25	SUNKEN FIREPIT
29	MOVIE SCREEN–TBD BY OWNER
30	OUTDOOR KITCHEN–TBD
31	SHELTER
32	HEXAGON SHELTER
33	WATER FEATURE – NATURAL ELEMENTS
34	WETLAND OVERLOOK
37	TRAIL– CRUSHED ROCK
40	TREE GRATES– IRONSMITH OR EQUAL SIZE: 48"X72"
41	BOLLARDS
42	TRAFFIC CALMING SURFACE

01 GENERAL

SYMBOL	DESCRIPTION
01-01	FOREVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS
01-02	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA – ENGINEERED WOOD FIBER
01-03	SPORTS COURT MULTI USE–6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN
01-04	BOCCE COURT– CRUSHED OSYTER SHELL SURFACE

FENCE

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

PAVING

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

SITE FURNISHINGS

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	REGTANGLE PLANTER– REINFORCED FIBER GLASS SIZE: 96"X30"X31"HT
S-105	REGTANGLE 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-110	DUMOR 500 STEEL BENCHE WOOD SEAT– OR EQUAL, MOUNT: SURFACE – COLOR: TBD
S-111	TOURNESOL SITEWORKS PZ 0100–72 PLAZA STEEL BENCH W/ BACK AND ARMS – 72" LENGTH EMBEDMENT MOUNT COLOR:TBD

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF CERTIFICATE NO. 356

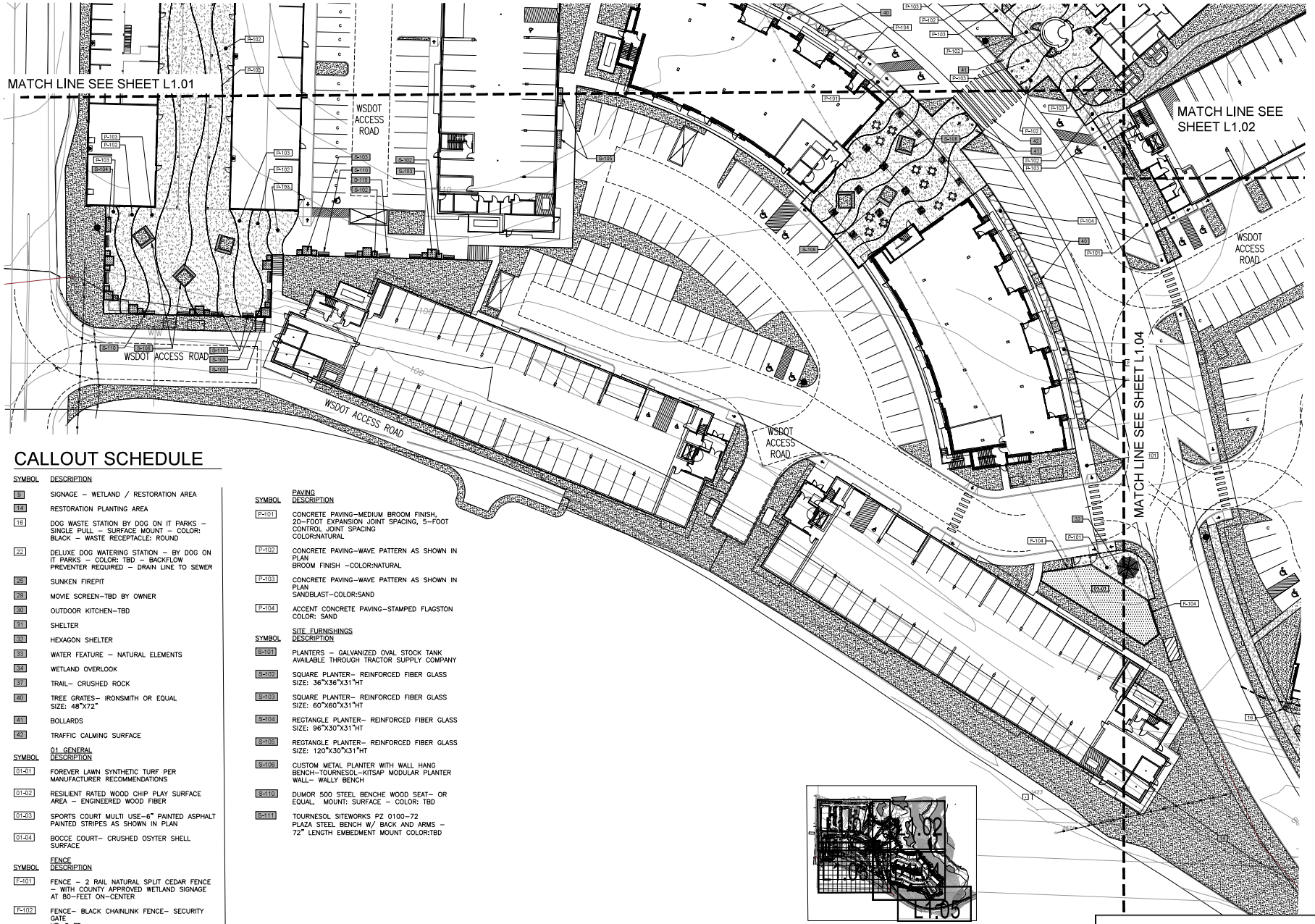
PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
CALLOUT PLAN
PHASE I & III

NO.	DATE	REVISION	BY
1	10/23	CONSTRUCTION	STAMM
2	11/24	SITE PLAN REVISION	STAMM

DATE: NOVEMBER 18, 2019
DESIGNED: RTZ
DRAWN: STAMM
CHECKED: TR
SCALE: AS DESIGN
TRA No.: 1209
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.

L1.02



CALLOUT SCHEDULE

SYMBOL	DESCRIPTION
9	SIGNAGE – WETLAND / RESTORATION AREA
14	RESTORATION PLANTING AREA
16	DOG WASTE STATION BY DOG ON IT PARKS – SINGLE PULL – SURFACE MOUNT – COLOR: BLACK – WASTE RECEPTACLE: ROUND
22	DELUXE DOG WATERING STATION – BY DOG ON IT PARKS – COLOR: TBD – BACKFLOW PREVENTER REQUIRED – DRAIN LINE TO SEWER
25	SUNKEN FIREPIT
29	MOVIE SCREEN–TBD BY OWNER
30	OUTDOOR KITCHEN–TBD
31	SHELTER
32	HEXAGON SHELTER
33	WATER FEATURE – NATURAL ELEMENTS
34	WETLAND OVERLOOK
37	TRAIL– CRUSHED ROCK
40	TREE GRATES– IRONSMITH OR EQUAL SIZE: 48"X72"
41	BOLLARDS
42	TRAFFIC CALMING SURFACE

01 GENERAL

SYMBOL	DESCRIPTION
01-01	FOREVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS
01-02	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA – ENGINEERED WOOD FIBER
01-03	SPORTS COURT MULTI USE–6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN
01-04	BOCCE COURT– CRUSHED OSYTER SHELL SURFACE

FENCE

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

PAVING

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

SITE FURNISHINGS

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	REGTANGLE PLANTER– REINFORCED FIBER GLASS SIZE: 96"X30"X31"HT
S-105	REGTANGLE 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-110	DUMOR 500 STEEL BENCHE WOOD SEAT– OR EQUAL, MOUNT: SURFACE – COLOR: TBD
S-111	TOURNESOL SITEWORKS PZ 0100–72 PLAZA STEEL BENCH W/ BACK AND ARMS – 72" LENGTH EMBEDMENT MOUNT COLOR:TBD

1 CALLOUT PLAN
1" = 20'-0"

0 10' 20' 40'

N

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 811 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
CALLOUT PLAN
PHASE I & II

NO.	DATE	REVISION	BY
1	9/23	CONSTRUCTION PERMIT	STAMM
2	11/24	SITE PLAN RESUB	STAMM

DATE: NOVEMBER 18, 2019
DESIGNED: MTZ
DRAWN: STAMM
CHECKED: TR
SCALE: AS SHOWN
TPA No.: 1209
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.

L1.03



1 CALLOUT PLAN
1" = 20'-0"

0 10' 20' 40'

N

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

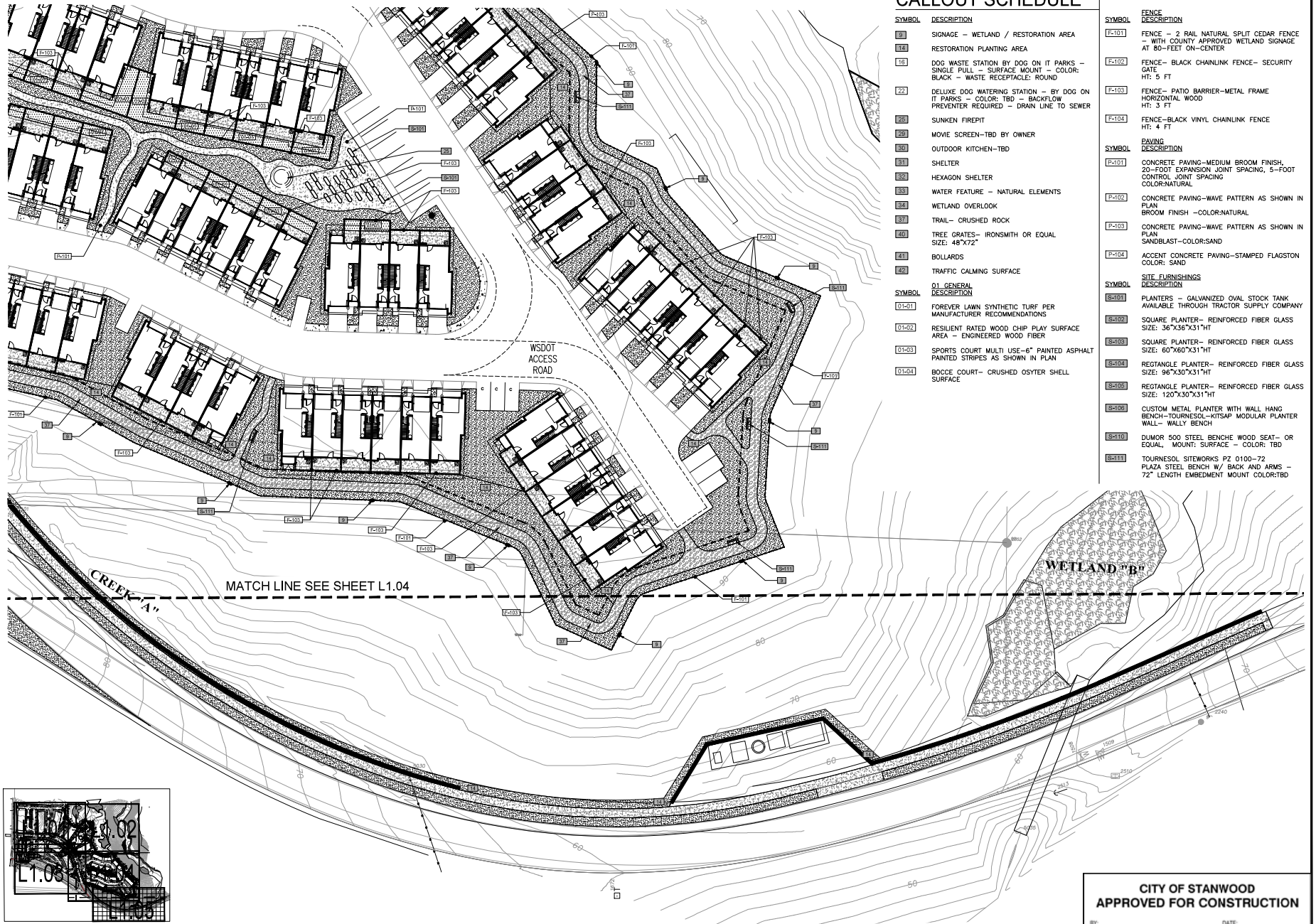
PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
CALLOUT PLAN
PHASE I, II & III

NO.	DATE	REVISION	BY
1	9/8/20	CONSTRUCTION SET	STAFF
2	11/13/20	CITY RESUBMITTAL SET	STAFF

DATE: NOVEMBER 13, 2020
DESIGNED: MTZ
DRAWN: STAFF
CHECKED: TR
SCALE: AS INDICATED
TRA No.: 2009
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.:

L1.04



CALLOUT SCHEDULE

SYMBOL	DESCRIPTION
9	SIGNAGE – WETLAND / RESTORATION AREA
14	RESTORATION PLANTING AREA
16	DOG WASTE STATION BY DOG ON IT PARKS – SINGLE PULL – SURFACE MOUNT – COLOR: BLACK – WASTE RECEPTACLE: ROUND
22	DELUXE DOG WATERING STATION – BY DOG ON IT PARKS – COLOR: TBD – BACKFLOW PREVENTER REQUIRED – DRAIN LINE TO SEWER
25	SUNKEN FIREPIT
29	MOVIE SCREEN–TBD BY OWNER
30	OUTDOOR KITCHEN–TBD
31	SHELTER
32	HEXAGON SHELTER
33	WATER FEATURE – NATURAL ELEMENTS
34	WETLAND OVERLOOK
37	TRAIL– CRUSHED ROCK
40	TREE GRATES– IRONSMITH OR EQUAL SIZE: 48"X72"
41	BOLLARDS
42	TRAFFIC CALMING SURFACE

01 GENERAL

SYMBOL	DESCRIPTION
01-01	FOREVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS
01-02	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA – ENGINEERED WOOD FIBER
01-03	SPORTS COURT MULTI USE–6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN
01-04	BOCCE COURT– CRUSHED OSYTER SHELL SURFACE

FENCE

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

PAVING

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

SITE FURNISHINGS

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	REGTANGLE PLANTER– REINFORCED FIBER GLASS SIZE: 96"X30"X31"HT
S-105	REGTANGLE 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-110	DUMOR 500 STEEL BENCHE WOOD SEAT– OR EQUAL, MOUNT: SURFACE – COLOR: TBD
S-111	TOURNESOL SITEWORKS PZ 0100–72 PLAZA STEEL BENCH W/ BACK AND ARMS – 72" LENGTH EMBEDMENT MOUNT COLOR:TBD

1 CALLOUT PLAN
1" = 20'-0"

0 10' 20' 40'

N

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
CALLOUT PLAN
PHASE II & III

NO.	DATE	REVISION	BY
1	8/2021	CONST PERMIT	STAMM
2	11/2021	CONST PERMIT REVISE	STAMM

DATE: NOVEMBER 18, 2019
DESIGNED: MTZ
DRAWN: STAMM
CHECKED: TR
SCALE: AS DESIGNED
TRA No.: 1709
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.

L1.05

CALLOUT SCHEDULE

SYMBOL	DESCRIPTION	
9	SIGNAGE – WETLAND / RESTORATION AREA	42 L2.01
14	RESTORATION PLANTING AREA	
16	DOG WASTE STATION BY DOG ON IT PARKS – SINGLE PULL – SURFACE MOUNT – COLOR: BLACK – WASTE RECEPTACLE: ROUND	
22	DELUXE DOG WATERING STATION – BY DOG ON IT PARKS – COLOR: TBD – BACKFLOW PREVENTER REQUIRED – DRAIN LINE TO SEWER	
28	SUNKEN FIREPIT	15 L2.05
29	MOVIE SCREEN–TBD BY OWNER	
30	OUTDOOR KITCHEN–TBD	
31	SHELTER	21 L2.05
32	HEXAGON SHELTER	
33	WATER FEATURE – NATURAL ELEMENTS	25 L2.05
34	WETLAND OVERLOOK	
37	TRAIL– CRUSHED ROCK	13 L2.01
40	TREE GRATES– IRONSMITH OR EQUAL SIZE: 48"X72"	14,13 L2.01
41	BOLLARDS	
42	TRAFFIC CALMING SURFACE	

01 GENERAL

SYMBOL	DESCRIPTION	
01-01	FOREVER LAWN SYNTHETIC TURF PER MANUFACTURER RECOMMENDATIONS	22 L2.01
01-02	RESILIENT RATED WOOD CHIP PLAY SURFACE AREA – ENGINEERED WOOD FIBER	21 L2.01
01-03	SPORTS COURT MULTI USE–6" PAINTED ASPHALT PAINTED STRIPES AS SHOWN IN PLAN	24 L2.01
01-04	BOCCE COURT– CRUSHED OSYTER SHELL SURFACE	23 L2.01

FENCE

SYMBOL	DESCRIPTION	
F-101	FENCE – 2 RAIL NATURAL SPLIT CEDAR FENCE – WITH COUNTY APPROVED WETLAND SIGNAGE AT 80–FEET ON–CENTER	41 L2.01
F-102	FENCE– BLACK CHAINLINK FENCE– SECURITY GATE HT: 5 FT	43 L2.01
F-103	FENCE– PATIO BARRIER–METAL FRAME HORIZONTAL WOOD HT: 3 FT	32 L2.01
F-104	FENCE–BLACK VINYL CHAINLINK FENCE HT: 4 FT	31 L2.01

PAVING

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

SITE FURNISHINGS

SYMBOL	DESCRIPTION	
S-101	PLANTERS – GALVANIZED OVAL STOCK TANK AVAILABLE THROUGH TRACTOR SUPPLY COMPANY	33 L2.01
S-102	SQUARE PLANTER– REINFORCED FIBER GLASS SIZE: 36"X36"X31"HT	32 L2.01
S-103	SQUARE PLANTER– REINFORCED FIBER GLASS SIZE: 60"X60"X31"HT	
S-104	REGTANGLE PLANTER– REINFORCED FIBER GLASS SIZE: 96"X30"X31"HT	
S-105	REGTANGLE PLANTER– REINFORCED FIBER GLASS SIZE: 120"X30"X31"HT	32 L2.01
S-106	CUSTOM METAL PLANTER WITH WALL HANG BENCH–TOURNESOL–KITSAP MODULAR PLANTER WALL– WALLY BENCH	35 L2.01
S-110	DUMOR 500 STEEL BENCHE WOOD SEAT– OR EQUAL, MOUNT: SURFACE – COLOR: TBD	26 L2.01
S-111	TOURNESOL SITEWORKS PZ 0100–72 PLAZA STEEL BENCH W/ BACK AND ARMS – 72" LENGTH EMBEDMENT MOUNT COLOR:TBD	16 L2.01

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES

LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7982 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE

CEDARSIDE

CITY OF STANWOOD

SHEET TITLE

CALLOUT SCHEDULE

No.	DATE	REVISION	BY
1	8/2021	CONSTRUCTION PERMIT	BTA/MH
2	11/2021	SITE PERMIT REVISE	BTA

DATE: NOVEMBER 18, 2019

DESIGNED: BTA
DRAWN: BTA/MH
CHECKED: TR
SCALE: AS INDICATED
TRA No.: 1709
CAD FILE:

PROJECT: CEDARSIDE

SHEET No.

L1.06



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

CITY OF STANWOOD
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BY: _____ DATE: _____
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BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES

LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

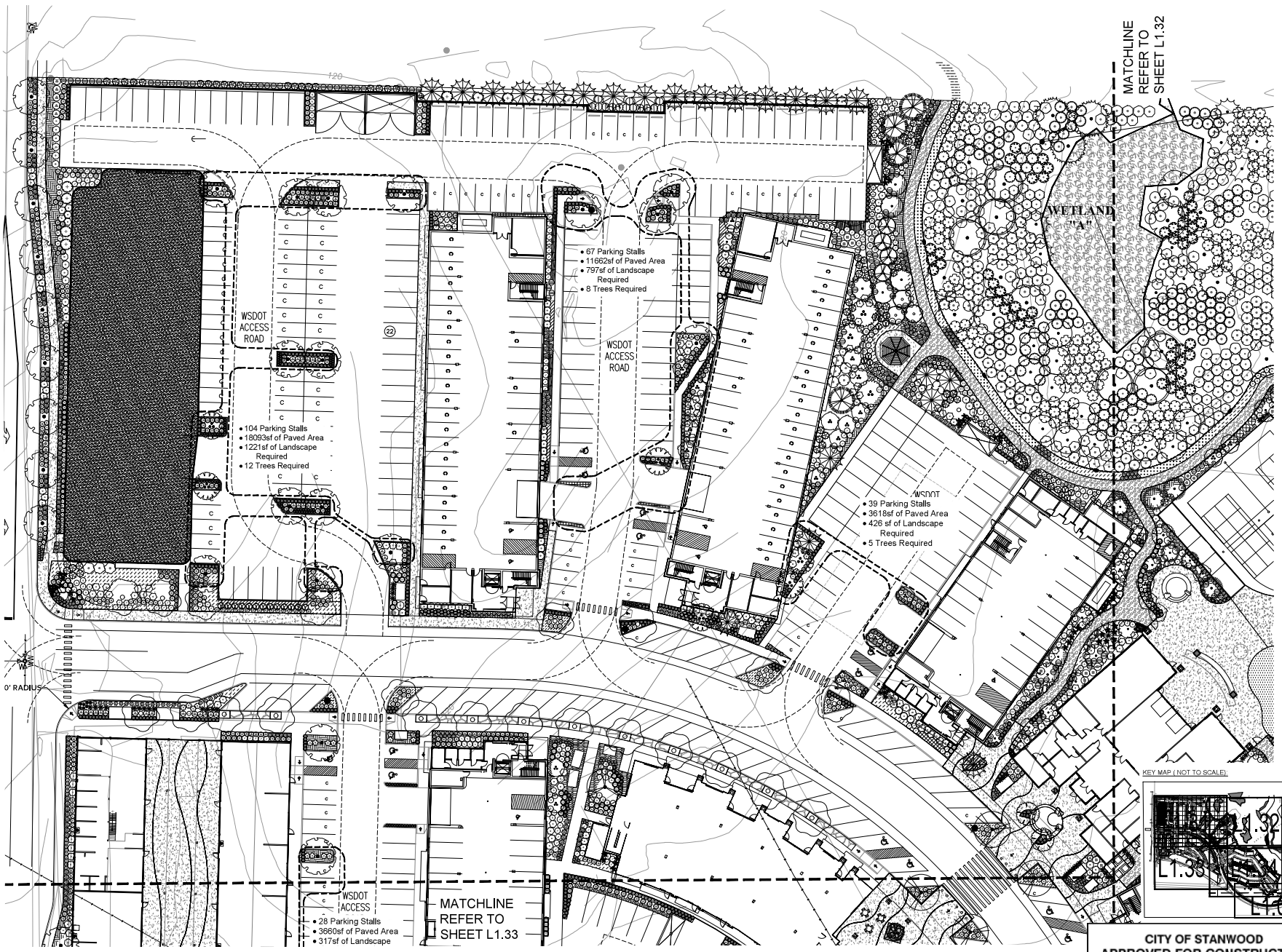
SHEET TITLE
PLANTING PLAN
SITE

NO.	DATE	REVISION	BY
1	9/2023	CONSTRUCTION PERMIT	STAFF
2	11/2024	SITE PLAN REVIEW	SPR

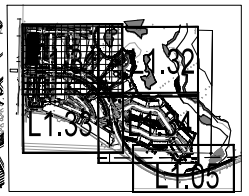
DATE: NOVEMBER 18, 2025
DESIGNED: MTZ
DRAWN: RT/DMR
CHECKED: TR
SCALE: AS SHOWN
TPA No.: 2209
CAD FILE:

PROJECT: CEDARSIDE

SHEET No.
L1.30



KEY MAP (NOT TO SCALE)



1 PLANTING PLAN
1" = 20'-0"

0 10' 20' 40'

N

CITY OF STANWOOD
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BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF
AND ASSOCIATES

LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

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PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 556

PROJECT TITLE

CEDARSIDE

CITY OF STANWOOD

SHEET TITLE

PLANTING PLAN

PHASE I & II

No.	DATE	REVISION	BY
1	8/8/23	CONSTRUCTION PERMIT	STAMM
2	10/2/24	SITE PLAN PERMIT REVISE	STAMM

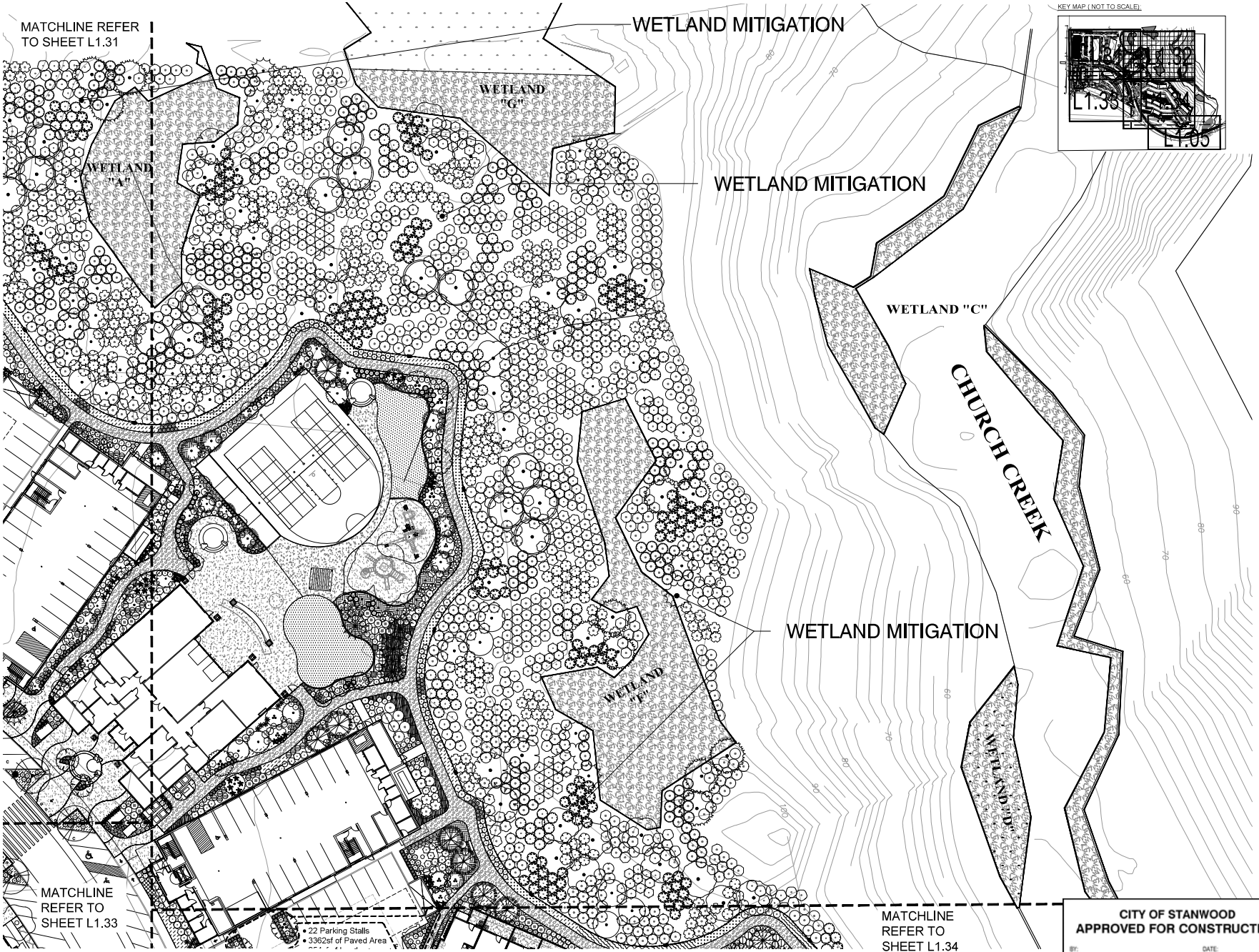
DATE NOVEMBER 18, 2025

DESIGNED BTZ
DRAWN BTZ/MM
CHECKED TR
SCALE AS SHOWN
TRA No. 2209
CAD FILE

PROJECT CEDARSIDE

SHEET No.

L1.31



1 PLANTING PLAN
1" = 20'-0"

0 10' 20' 40'

N

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

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PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
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THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

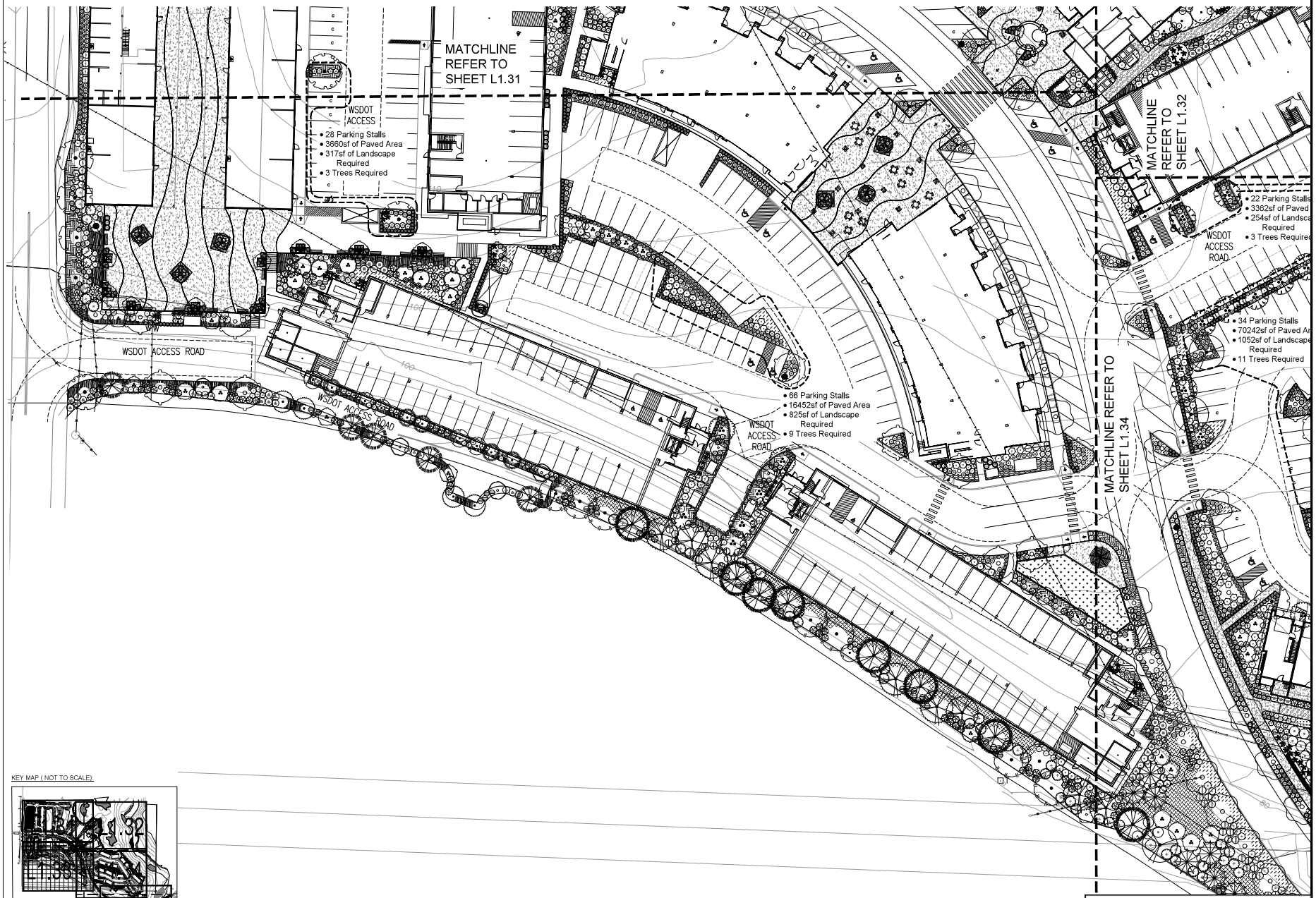
PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING PLAN
PHASE I & III

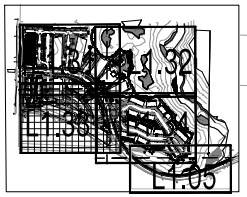
No.	DATE	REVISION	BY
1	8/2/21	CONST PERMIT	STAFF
2	11/2/21	CONST PERMIT REVISE	STAFF

DATE: NOVEMBER 18, 2019
DESIGNED: BTZ
DRAWN: STAFF
CHECKED: TR
SCALE: AS SHOWN
TRA No.: 1709
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.

L1.32



KEY MAP (NOT TO SCALE)



1 PLANTING PLAN
1" = 20'-0"

0 10' 20' 40'

N

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

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THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
THOMAS V. RENGSTORF
CERTIFICATE NO. 356

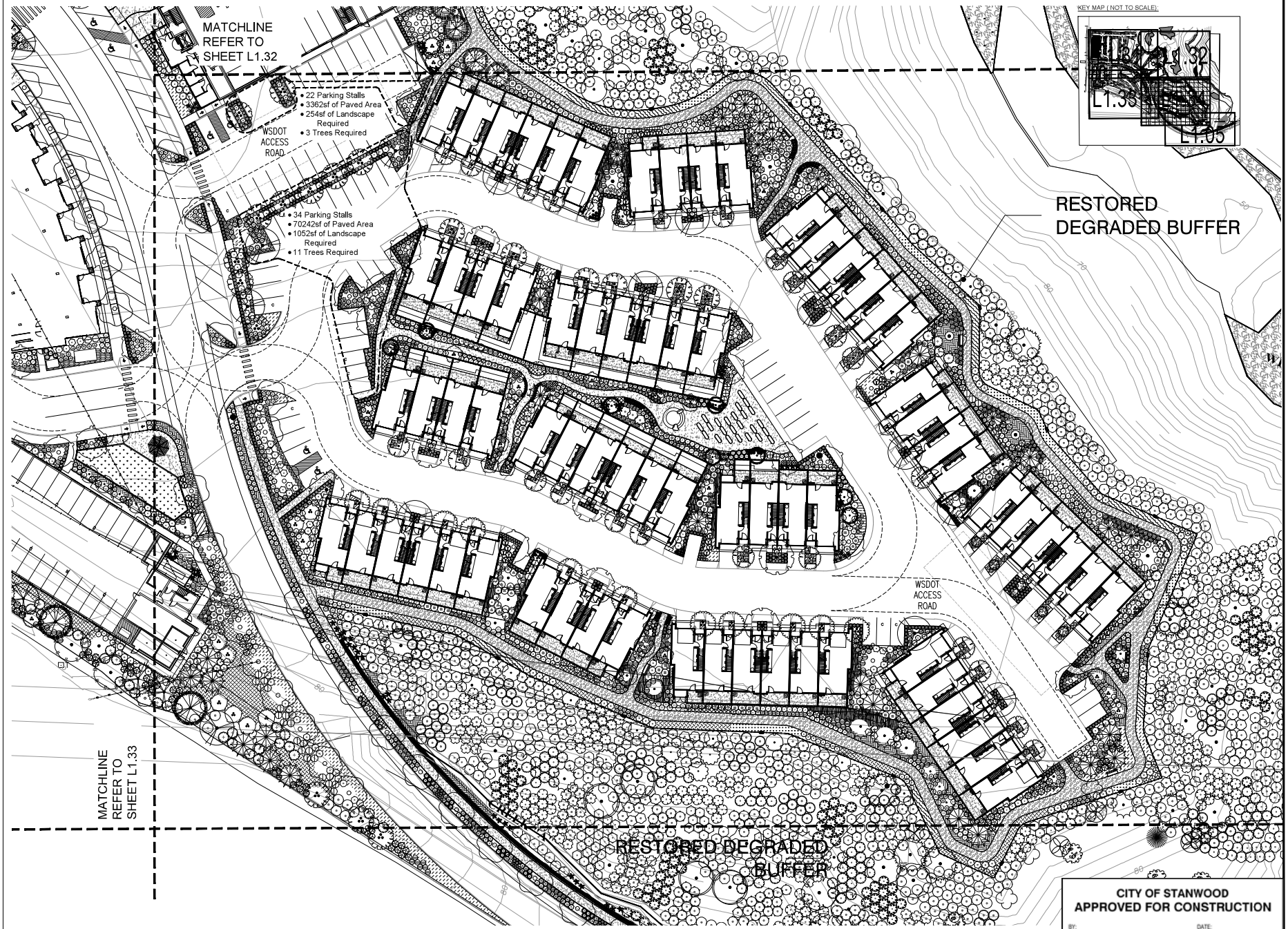
PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING PLAN
PHASE I & II

No.	DATE	REVISION	BY
1	8/8/22	CONST PERMIT	STAMM
2	11/2/24	CITY RE-PERMIT RESUB	STAMM

DATE: NOVEMBER 18, 2019
DESIGNED: MTZ
DRAWN: STAMM
CHECKED: TR
SCALE: AS INDICATED
TPA No.: 1209
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.

L1.33



1 PLANTING PLAN
1" = 20'-0"

0 10' 20' 40'

N

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APPROVED FOR CONSTRUCTION

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PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES
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STATE OF WASHINGTON
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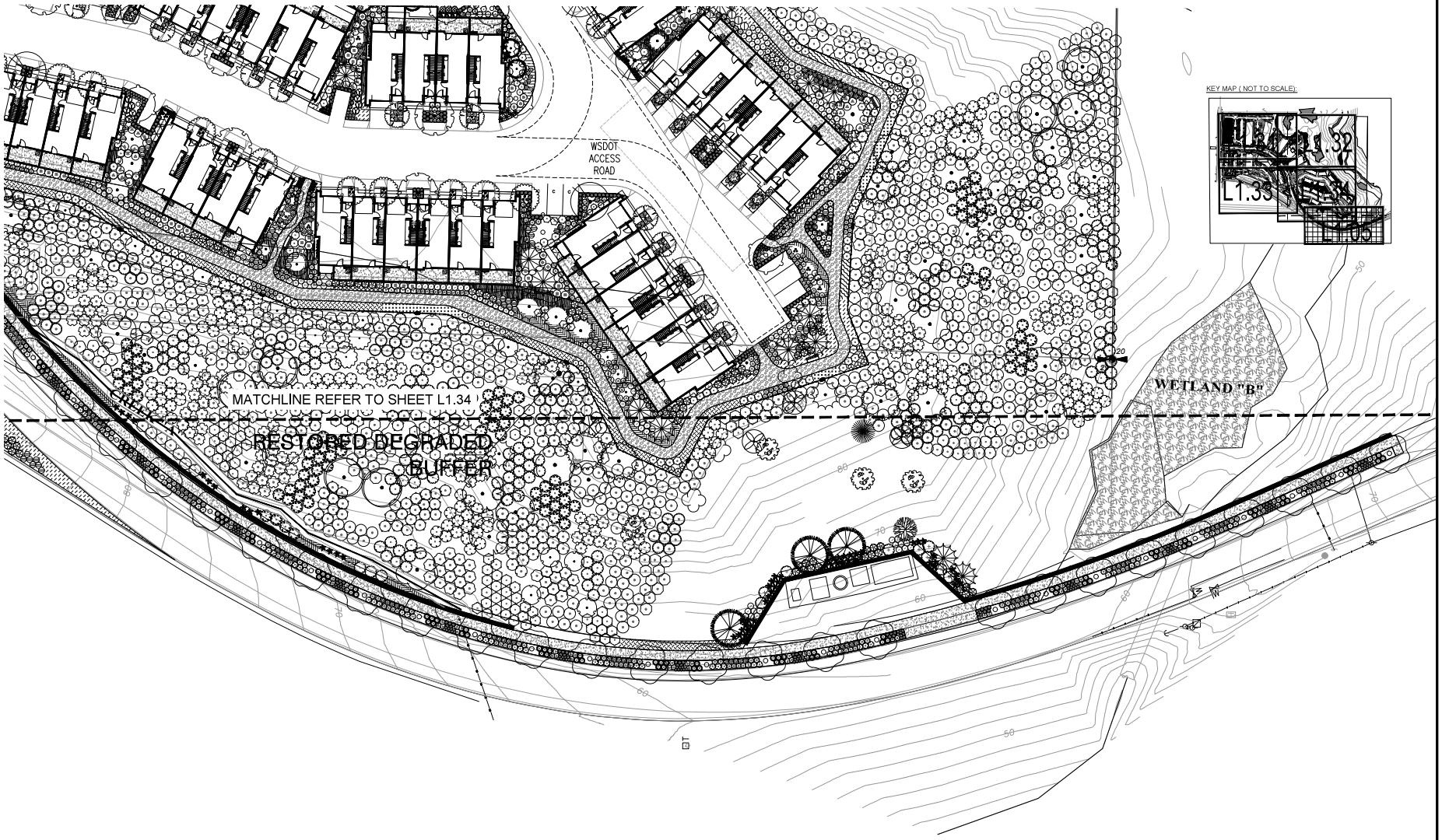
PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING PLAN
PHASE I, I.1& II

NO.	DATE	REVISION	BY
1	8/2/21	CONSTRUCTION SET	STAFF
2	11/2/21	CITY RESUBMITTAL RESPONSE	STAFF

DATE NOVEMBER 18, 2019
DESIGNED BTZ
DRAWN BTZ/DSB
CHECKED TR
SCALE AS SHOWN
TRA No. 1709
CAD FILE
PROJECT CEDARSIDE
SHEET No.

L1.34



1 PLANTING PLAN
1" = 20'-0"

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES

LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN

SUITE 400, 811 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS W. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING PLAN
PHASE IIA II

No.	DATE	REVISION	BY
1	8/2023	CONST PERMIT	BTANN
2	11/2024	DEVELOPMENT REVIEW	BTS

DATE: NOVEMBER 18, 2025
DESIGNED: BTS
DRAWN: BTS/DRB
CHECKED: TR
SCALE: AS SHOWN
TRA No.: 2209
CAD FILE:

PROJECT: CEDARSIDE

SHEET No.
L1.35

SCOPE OF WORK:

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.

QUALITY ASSURANCE:
- Work shall be installed in conformance with applicable local codes and ordinances.
- Planting shall be performed by a licensed and bonded contractor Contractor shall obtain necessary permits and pay required fees.
- Chemical applications shall be applied by licensed applicator.
- Latest issue of American Standard for Nursery Stock published by American Association of Nurserymen shall be used to grade nursery stock.
- Plant nomenclature shall conform to that used in the latest Sunset Western Garden Book current edition. Names and varieties not listed in this reference shall be those most commonly used in the nursery trade.

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.

SEQUENCING AND SCHEDULING:
- 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.

NOTES:

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.

FINISHED GRADE REQUIREMENTS:
- 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.

SOD:
- install per typical industry standards as recommended by suppliers.
- Fertilize new hydroseeded and sodded lawn areas as recommended by the soil test.

HYDROSEEDING:
- 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.

TREE AND SHRUB PLANTING:
- 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 drunk of trees. 18" from shrubs, 10" from curbs and other hard surfaces.

MULCHING:
- 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.

PLANT SCHEDULE SITE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
TREES					
	ACER CIRCINATUM VINE MAPLE	B & B	MULTI-STEM	6'-8'	30
	BETULA PAPYRIFERA PAPER BIRCH	B & B	2"CAL		1
	CERCIDIPHYLLUM JAPONICUM KATSURA TREE	B & B	2"CAL		34
	NYSSA SYLVATICA SOUR GUM BLACK TUPELO	B & B	2"CAL		44
	PARROTIA PERSICA PERSIAN IRONWOOD	B & B	2"CAL		18
ACCENT					
	AMELANCHIER X GRANDIFLORA APPLE SERVICEBERRY	B & B	1.75"CAL		74
	BETULA NIGRA RIVER BIRCH	B & B	1.75"CAL		4
	CORNUS KOUSA CHINENSIS CHINESE DOGWOOD	B & B	1.75"CAL		17
	CRATAEGUS X LAVALLEI HAWTHORN	B & B	2"CAL		29
CONIFER					
	CALOCEDRUS DECURRENS INCENSE CEDAR	B & B		6' HT	17
	CHAMAECYPARIS OBTUSA 'GRACILIS' SLENDER HINOKI FALSE CYPRESS	B & B		6' HT	8
	PICEA SITCHENSIS SITKA SPRUCE	B & B		6' HT	7
	PINUS NIGRA AUSTRIAN PINE	B & B		6' HT	56
	PSEUDOTSUGA MENZIESII DOUGLAS FIR	B & B		6' HT	16
	X CUPRESSOCYPARIS LEYLANDII LEYLAND CYPRESS	B & B		6' HT	19
DECIDUOUS					
	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	B & B	2"CAL		73
	ZELKOVA SERRATA 'VILLAGE GREEN' VILLAGE GREEN SAWLEAF ZELKOVA	B & B	2"CAL		29
LARGE CONIFER					
	CONIFER TYPE 1	B & B		18' - 20' HT.	8
	CONIFER TYPE 2	B & B		18' - 20' HT.	8
	CONIFER TYPE 3	B & B		18' - 20' HT.	8

SMALL TREES			
	ACER CIRCINATUM VINE MAPLE	B & B	5
	ACER GRISEUM PAPERBARK MAPLE	B & B	10
	MAGNOLIA STELLATA 'WATERLILY' STAR MAGNOLIA	B & B	10
	OXYDENDRUM ARBOREUM SOURWOOD TREE	B & B	10
	RHUS TYPHINA STAGHORN SUMAC	B & B	10
	STYRAX OBASSIA FRAGRANT SNOWBELL	B & B	6

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
SHRUBS			
	ACANTHUS MOLLIS BEAR'S BREECH	1 GAL	182
	ARBUTUS UNEDO 'COMPACTA' DWARF STRAWBERRY TREE	5 GAL	81
	CEANOTHUS IMPRESSUS SANTA BARBARA CEANOTHUS	3 GAL	41
	CISTUS X HYBRIDUS WHITE ROCKROSE	1 GAL	97
	CISTUS X PURPUREUS ORCHID ROCKROSE	2 GAL	8
	CORNUS ALBA 'ALLEMAN'S COMPACT' TATARIAN DOGWOOD	1 GAL	17
	CORNUS STOLONIFERA 'BAILEY' BAILEY RED TWIGGED DOGWOOD	2 GAL	226
	ERICA X DARLEYENSIS 'DARLEY DALE' DARLEY HEATH	1 GAL	10
	ERICA X DARLEYENSIS 'WHITE PERFECTION' WHITE PERFECTION DARLEY HEATH	1 GAL	118
	HYDRANGEA QUERCIFOLIA 'PEE WEE' OAKLEAF HYDRANGEA	5 GAL	141
	ILEX CRENATA 'HELERI' HELER JAPANESE HOLLY	3 GAL	278
	LONICERA INVOLUCRATA TWINBERRY	1 GAL	6
	LONICERA NITIDA 'LEMON BEAUTY' BOXLEAF HONEYSUCKLE	2 GAL	37
	LONICERA NITIDA 'RED TIPS' RED TIPS BOX HONEYSUCKLE	3 GAL	94
	LONICERA PILEATA PRIVET HONEYSUCKLE	5 GAL	124
	MAHONIA AQUIFOLIUM OREGON GRAPE	5 GAL	353
	MAHONIA REPENS CREEPING MAHONIA	1 GAL	382
	MYRICA CALIFORNICA PACIFIC WAX MYRTLE	5 GAL	82
	NANDINA DOMESTICA HEAVENLY BAMBOO	3 GAL	69
	PHILADELPHUS LEWISII WILD MOCKORANGE	1 GAL	38
	PHORMIUM TENAX 'PINK STRIPE' NEW ZEALAND FLAX	3 GAL	6
	PHORMIUM X 'JESTER' JESTER VARIEGATED NEW ZEALAND FLAX	5 GAL	24
	PHYSOCARPUS CAPITATUS PACIFIC NINEBARK	1 GAL	9
	PHYSOCARPUS OPULIFOLIUS 'DIABLO' DIABLO NINEBARK	5 GAL	76
	PIERIS JAPONICA 'MOUNTAIN FIRE' MOUNTAIN FIRE PIERIS	5 GAL	15
	PINUS MUGO 'COMPACTA' DWARF MUGO PINE	5 GAL	22
	POLYSTICHUM MUNITUM WESTERN SWORD FERN	1 GAL	184
	RHODODENDRON OCCIDENTALE WESTERN AZALEA	1 GAL	9
	RIBES BRACTEOSUM STINK CURRANT	1 GAL	1
	RIBES SANGUINEUM RED FLOWERING CURRANT	5 GAL	90
	ROSA GYMNOCARPA DWARF ROSE	5 GAL	25
	ROSA GYMNOCARPA WOOD ROSE	5 GAL	47
	SALIX PURPUREA 'NANA' DWARF ARCTIC WILLOW	5 GAL	71
	SALIX SCOULERIANA SCOULER'S WILLOW	1 GAL	3
	SARCOCOCCA HOOKERIANA HUMILIS SWEET BOX	5 GAL	687
	SEDUM X 'AUTUMN JOY' AUTUMN JOY SEDUM	1 GAL	105
	SPIRAEA X BUMALDA 'GOLDFLAME' GOLDFLAME SPIREA	2 GAL	262
	SYMPHORICARPOS ALBUS COMMON WHITE SNOWBERRY	5 GAL	314
	VACCINIUM OVATUM EVERGREEN HUCKLEBERRY	5 GAL	304
	VIBURNUM DAVIDII DAVID VIBURNUM	2 GAL	339
	VIBURNUM EDULE HIGHBUSH CRANBERRY	1 GAL	1
	VIBURNUM TINUS LAURUSTINUS	5 GAL	19
GRASSES			
	CALAMAGROSTIS ACUTIFOLIA 'KARL FOERSTER' FOERSTER'S REED GRASS	2 GAL	95
	CAREX MORROWII 'AUREA-VARIEGATA' VARIEGATED JAPANESE SEDGE	1 GAL	1,176
	CAREX X 'ICE DANCE' ICE DANCE SEDGE	1 GAL	60
	DESCHAMPSIA CESPITOSA 'SCHOTTLAND' SCHOTTLAND HAIR GRASS	2 GAL	58
	MISCANTHUS SINENSIS 'GRACILLIMUS' MAIDEN GRASS	2 GAL	120
	STIPA TENUISSIMA FINESTEM NEEDLEGRASS	1 GAL	47
NATIVES			
	GAULTHERIA SHALLON SALAL	1 GAL	349
PERENNIALS			
	ECHINACEA PURPUREA PURPLE CONEFLOWER	1 GAL	211
	HEMEROCALLIS X 'RED' RED DAYLILY	1 GAL	134
	HEMEROCALLIS X 'STELLA DE ORO' STELLA DE ORO DAYLILY	5 GAL	138
	LAVANDULA ANGUSTIFOLIA 'HIDCOTE' HIDCOTE LAVENDER	1 GAL	540
	LIRIOPE MUSCARI 'BIG BLUE' BIG BLUE LILYTURF	1 GAL	477
ANNUAL/SEPERENNIALS			
	HOSTA FORTUNEI 'FIRE AND ICE' HOSTA	1 GAL	26
	PEROVSKIA ATRIPLICIFOLIA 'BLUE SPIRES' RUSSIAN SAGE	1 GAL	189
	ROSMARINUS OFFICINALIS 'HUNTINGTON BLUE' ROSEMARY	1 GAL	289
	RUDBECKIA FULGIDA 'EARLY BIRD GOLD' BLACK-EYED SUSAN	1 GAL	526

SYMBOL	BOTANICAL / COMMON NAME	CONT	SPACING	QTY
GROUND COVERS				
	ARCTOSTAPHYLOS UVA-URSI KINNIKINNICK	1 GAL	24" o.c.	82
	ARCTOSTAPHYLOS UVA-URSI 'EMERALD CARPET' EMERALD CARPET MANZANITA	1 GAL	24" o.c.	1,165
	CAREX HACHUOENSIS 'EVERGOLD' VARIEGATED JAPANESE SEDGE	4" POT	18" o.c.	411
	CISTUS X HYBRIDUS/ANEMONE X HYBRIDA WHITE ROCKROSE/ JAPANESE ANEMONE	1 GAL		4,472 SF
	FRAGARIA CHILOENSIS BEACH STRAWBERRY	4" POT	18" o.c.	590
	GAULTHERIA SHALLON SALAL	1 GAL	24" o.c.	960
	HEMEROCALLIS X 'STELLA DE ORO' STELLA DE ORO DAYLILY	1 GAL		278 SF
	LIRIOPE MUSCARI 'BIG BLUE' BIG BLUE LILYTURF	1 GAL		690 SF
	MAHONIA NERVOSA CASCADE OREGON-GRAPE	2" X 2"		2,284 SF
	MAHONIA REPENS CREEPING MAHONIA	2" X 2"		1,102 SF
	PRUNUS LAUROCERASUS 'MOUNT VERNON' MOUNT VERNON LAUREL	1 GAL	18" o.c.	3,798
	TURF HYDROSEED DROUGHT TOLERANT FESCUE BLEND	HYDROSEED		15,046 SF

GENRAL NOTES:

The contractor shall verify existing site conditions prior to beginning construction. Notify owner of discrepancies, between plans and actual field conditions. The con tractor 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.

CITY OF STANWOOD
APPROVED FOR CONSTRUCTION

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

PERMIT NO. _____

THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 811 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
THOMAS W. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE
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CITY OF STANWOOD

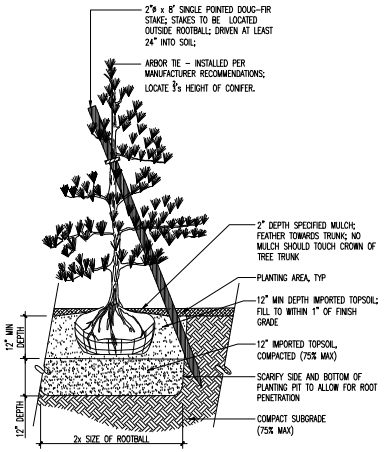
SHEET TITLE
PLANTING PLAN SCHEDULE

No.	DATE	REVISION	BY
1	8/2021	CONSTRUCTION PERMIT	STAFF
2	11/2021	SITE PERMIT RESUB	STAFF

DATE: NOVEMBER 18, 2019
DESIGNED: MTZ
DRAWN: STAFF
CHECKED: TR
SCALE: AS DESIGN
TRA No.: 1709
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.

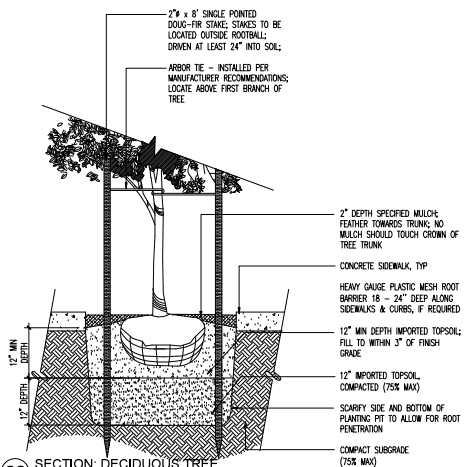
L1.36

NOTES:
1. TREE PIT SHALL NOT BE LESS THAT (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.

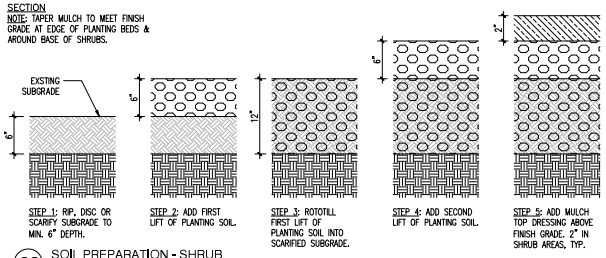


21 SECTION: CONIFER TREE
3/4" = 1'-0"

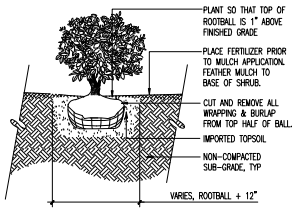
NOTES:
1. TREE PIT SHALL NOT BE LESS THAT (2) TIMES ROOT BALL DIA..
2. CUT ALL TIES & FOLD BACK BURLAP FROM UPPER 1/3 OF ROOT BALL.
3. WATER DAILY UNTIL ESTABLISHED, FERTILIZE & USE GROWTH HORMONE.
4. WHERE A CONTINUOUS PLANTING STRIP IS ALLOWED, WIDEN TREE PIT TO SIDEWALK.



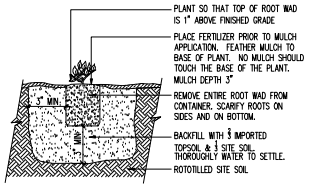
22 SECTION: DECIDUOUS TREE
3/4" = 1'-0"



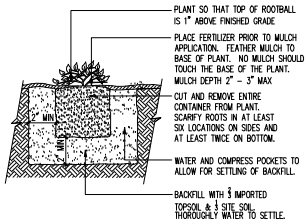
23 SOIL PREPARATION - SHRUB
1 1/2" = 1'-0"



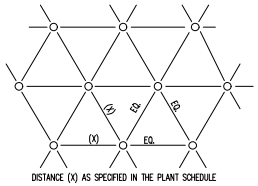
31 SECTION: SMALL SHRUB
3/4" = 1'-0"



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

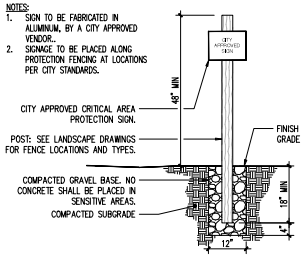


41 SECTION: PEREN/GROUNDCOVER - 1 GAL
3/4" = 1'-0"



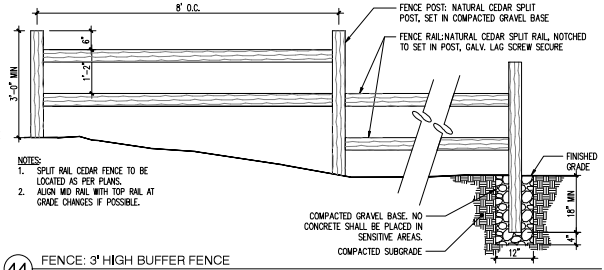
42 PLAN: PLANT SPACING
1/2" = 1'-0"

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



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

NOTES:
1. SPLIT RAIL CEDAR FENCE TO BE LOCATED AS PER PLANS.
2. ALIGN MID RAIL WITH TOP RAIL AT GRADE CHANGES IF POSSIBLE.



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. _____

THOMAS RENGSTORF AND ASSOCIATES
LANDSCAPE ARCHITECTURE
SITE PLANNING
URBAN DESIGN
SUITE 400, 911 WESTERN AVE, SEATTLE, WA 98104
PHONE: (206) 682-7902 FAX: (206) 682-4721

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT
THOMAS W. RENGSTORF
CERTIFICATE NO. 356

PROJECT TITLE
CEDARSIDE
CITY OF STANWOOD

SHEET TITLE
PLANTING DETAILS

NO.	DATE	REVISION	BY
1	8/2/22	CONSTRUCTION SET	RTA/KH
2	11/2/22	SITE PERMIT RESUB	RTA

DATE: NOVEMBER 18, 2022
DESIGNED: RTA
DRAWN: KT/DMB
CHECKED: TR
SCALE: AS DESIGNED
TPA No.: 2209
CAD FILE:
PROJECT: CEDARSIDE
SHEET No.

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

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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:

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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

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[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:

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[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:

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 ~~strikethrough~~; 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~~ 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: • 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

		• 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

		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 64th ~~Street~~ Avenue 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.

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

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

Date Executed: _____

CITY OF STANWOOD

By:_____

Date Executed: _____

ATTEST:

By:_____City Clerk

By:_____City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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: _____

Cedarside Public Comment Responses

Introduction:

Andrew will talk about the West Edge Development Companies and himself to more accurately portray the kind of company the community is dealing with.

Increase In Density:

The requested increase in density is to us a necessary means to an end. In the City of Stanwood Housing Needs Assessment of 2022 it is clear that the City of Stanwood at present has a housing deficit and will need to take steps to increase the availability of housing into the future. Every eight years, the Growth Management Act (GMA) requires counties to coordinate a review and evaluation of development and land supply. To meet this requirement, counties review cities and their respective growth targets, density goals, and available lands.

The 2021 Snohomish County Buildable Lands Report (BLR) provided Stanwood with a 2044 population growth target of 10,963 people. Based on this target and the 2019 population of 7,020 people, the City should plan for an average population growth of approximately 158 people per year until 2044.

Assuming Stanwood will maintain a similar average household size, the 2044 population target translates to a housing growth target of approximately 4,385 total units. This requires an average annual increase of 61 housing units from the 2019 total. Between 2010 and 2019, the city added an average of 46.9 units per year, or about 77% of the rate needed to keep up with the growth target. An increase in the rate of production is essential to meet the growth target, and the City should seek to ensure these new housing units meet the greatest needs of the current and future residents as laid out in this report. Not only is an increase in production imperative for future demand but we must also make up for past demand that has not been met by recent housing projects.

For us it is imperative to build buildings that we can be proud of and buildings that people enjoy living and shopping in. Because of that self imposed mandate we design buildings to have more amenities than other projects in the market and we spend more time and resources on the appearance of our buildings. In the case of Cedarside we are committed to using more natural materials like wood and metal for our siding rather than cement board. This drastically improves the appearance of buildings and helps them be more inviting than the stark structures you often see in commercial developments. We have designed our project to have a wide range of amenities for both our tenants and the general community. We are creating a trail system that will link up to the Church Creek park system. Our trail system in conjunction with Church Creek Park will create a

large loop trail for both walking and bicycling. Our trail system follows our newly created NGPA which will help it to feel like an extension of Church Creek Park. It then links up with both the new 268th St sidewalk and the new 268th St bike lanes that extend to the entrance side of Church Creek Park. As part of the trail we have plans to include a gazebo and art installations as well as native plant information signage. This will add to the publics enjoyment of this amenity and also to education resources. Our proximity to schools allows for the potential of school age children to learn on their way to school, utilizing our trail system, and on any class field trip that may come to Church Creek Park.

We are also planning as part of our commercial retail portion of the build to create an area that is very unique and does not exist anywhere in Stanwood yet. Our retail buildings D are mirror images of each other set about 30' apart. Their design creates a pedestrian only walking street between them leading to a public plaza. They sit right on the corner of 532 and 72nd St and will be the most visible part of the project. It is my belief that a pedestrian walking street is exactly the kind of public amenity that the citizens of Stanwood would like and would utilize most. I believe it gets right to the soul of Stanwood which at its heart values a sense of community. Our public plaza is being designed with the intent of using it as a farmers market and location for the art fair. The retail buildings that accompany and create the plaza are designed to have up to 10 separate businesses inside and will be constructed to accommodate restaurant grade equipment. Our intention here is to encourage more restaurants to open to serve both the current and new residents of Stanwood. The design of this area will allow and encourage outdoor seating as well. I know that the community has expressed the desire to have more restaurant space and it is my goal to provide that space in the best way possible. Both buildings utilize glass garage doors to facilitate outdoor dining and will add greatly to the vibrancy of the walking street and plaza. These buildings connect along the sidewalk network of the project to all the storefront along the building C radius. Those retail spaces are intended for offices, services, and stores. This spreads out our retail and gives the whole development a more walkable design.

We are also planning to provide several different kinds of community available event and working spaces. Our clubhouse building has both a yoga studio and a large banquet room with a culinary kitchen that will be available to anyone to book. We also have in each of our B buildings several "work from home" cubicles. These spaces will have floor to ceiling windows facing out to 268th and will be equipped with furniture and internet access for those who wish to reserve a private space to work. The concept is geared to those who telecommute but need or want to get out of the house to concentrate. This will also help to reduce the number of people who need to commute out of Stanwood for work.

These public amenities are things that I believe will encourage public use of our project and provide for increased happiness of the Stanwood citizenry. It is our desire to provide unique community amenities like these that led us to our request for additional

density. There is unfortunately a significant amount of vacant commercial space in the near vicinity. Both the commercial area by the YMCA and the former process solutions building are empty. This means there is the possibility that we will need to rely on the residential portion of the project to financially carry the retail portion for a longer than expected amount of time. I believe that the design and siting of our project will be very attractive to retailers and restaurants but we have to take into consideration the current market conditions when we design and budget.

Parking Reduction:

The Stanwood parking code has pretty demanding standards for parking. We were able to demonstrate that the parking we are providing is more than adequate to meet demand. We have attached a chart depicting the parking stalls provided and the projected use throughout the day. We are aware that parking has been a large concern to the community, and we were able to add more than 80 parking stalls after early community feedback from the Planning Commission. As the property manager after construction is finished, we will be the ones responsible for managing any deficiencies in parking so it is in our best interest not to under park our project. That being said we also do not want to overpark the project. Buildings like Haggen's show this very well. Their parking lot is never more than half full and creates a huge hotspot. Hot spots in urban design are areas of concrete or asphalt with little or no vegetation that have drastically increased temperatures during warm months. We like to design our projects with ample and attractive landscaping and we do not like to over pave to avoid looking too austere and too big city. Cedarside is also an island when it comes to parking. We do not foresee parking being an issue but even if it became one Cedarside is too far away from nearby neighborhoods and businesses for the prospective tenants to be a nuisance by parking where they are not supposed to and thereby impacting current Stanwood residents.

Impact On Schools:

After hearing the concern over impact on Schools at the last meeting we opted to include the unit counts in the development agreement. This contractually obligates us to those exact quantities of units, something we are happy to agree to. Stanwood according to the Housing needs assessment is very undersupplied in both Studio and One bedroom units. Because of this they account for 264 of our total units, or just over half of our total unit count. These are the least likely to have children and are the most likely to help with housing affordability. The Housing Needs Assessment states that the average Stanwood rental consists of 2.12 persons. That would put the rate of children in a rental at 0.12 or 62 children for our entire project and that would be spread across K-12. Given our projects proximity to Elementary, Middle, and Highschool all of which are walking distance along both urban trails and sidewalks, it is likely that very few if any of

the children from the project will ride the bus. Almost all will walk to school so there should be minimal if any impact to any bus routes or times something that was expressed as a specific point of concern at the last meeting.

Trail Maintenance:

This was a great question. We are creating, with the City, a public easement along our trail system. That means the public will have the perpetual legal right to utilize our trail system while we will retain ownership of it. We will have permanent maintenance staff for this project and they will be obligated to maintain the trail on a continual basis. The trail will act as an extension of the park without further burdening park staff. We have also added this to the development agreement so the community can be assured that that will happen.

532/64th Roundabout:

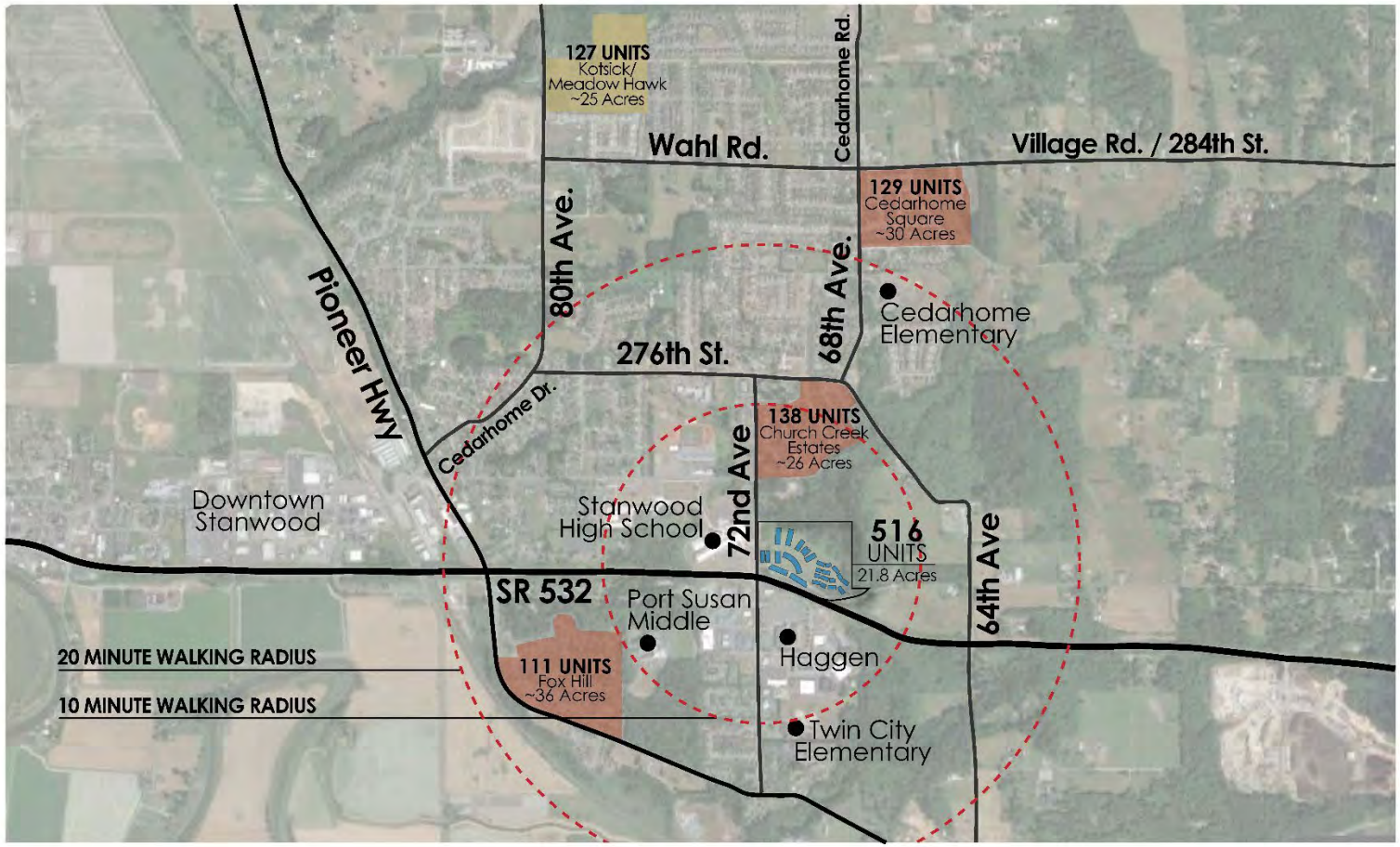
We are responsible for the construction of the single lane roundabout at 532 and 64th but the design is done by WSDOT as it is on their highway. As the developer I do not get input into the design or size. The determination is made based on data collected by WSDOT and dictates the kind of intersection improvement and the size of it. I will say that a single lane roundabout is becoming the standard for highway improvements.

Small Town Feel & Building Design:

There was some discourse about the small town feel of Stanwood and how this project may not fit that feeling. I heard this at the last meeting and I have seen it discussed multiple times in online forums. I would like to assure everyone both on City council and in the general public that we took this into account during our entire design phase. Our project is specifically designed with a palette of earth tones that will match both other developments in Stanwood and natural colors and materials around Stanwood. Our project is designed to evoke both the agricultural and coastal aspects of the Town. Our retail buildings create the appearance of a deconstructed barn and use both architectural iron oxide steel and large timbers to increase the effect. Our apartment buildings are done in a contemporary northwest style utilizing shed roofs which harken back to indigenous roots and extensive cedar siding to bring in warmth to the structures. We are also incorporating large wood beams into the apartment buildings to continue the agricultural resemblance. Our townhouses utilize the same architectural steel consistent throughout the project to keep everything tied together aesthetically, but they also incorporate shingle siding to refer to the coastal setting of Stanwood. Our tallest buildings are a similar height to the Highschool and are one story taller than the Village Commons Condos or Madison Place Apartments. Our designs are similar in certain

aspects, mostly the roof structure and the materials, to both the Highschool and the YMCA. It is important to us that the aesthetic designs of our projects match their physical locations and the architectural style of both the past and the present. That is how we build new without departing from the cultural traditions that shaped our area. Digital renderings do a great job of allowing us to show how buildings will look once they are built but they fall short when trying to depict things like architectural steel and wood. There are multiple kinds of steel on these buildings and while in reality they are very different in appearance and effect on a render they just look like slightly different shades of brown. The same is true of the areas that are covered in wood planks. It can be difficult to accurately represent the appearance of our buildings when we depart from basic cement siding and paint. Our Arlington project uses many of the same materials and was recently used by the City of Arlington in some of their marketing materials. We take a lot of pride in our projects and we firmly believe that the community as a whole will appreciate the aesthetic quality of Cedarside once it is completed.

I would like to conclude by reiterating that with us you get a large scale and long term commitment to the City of Stanwood and its people. We are here to build projects that we can be proud of and that people want to spend time in and around. We are very much hoping to create something that everyone can enjoy and become a staple of the community.



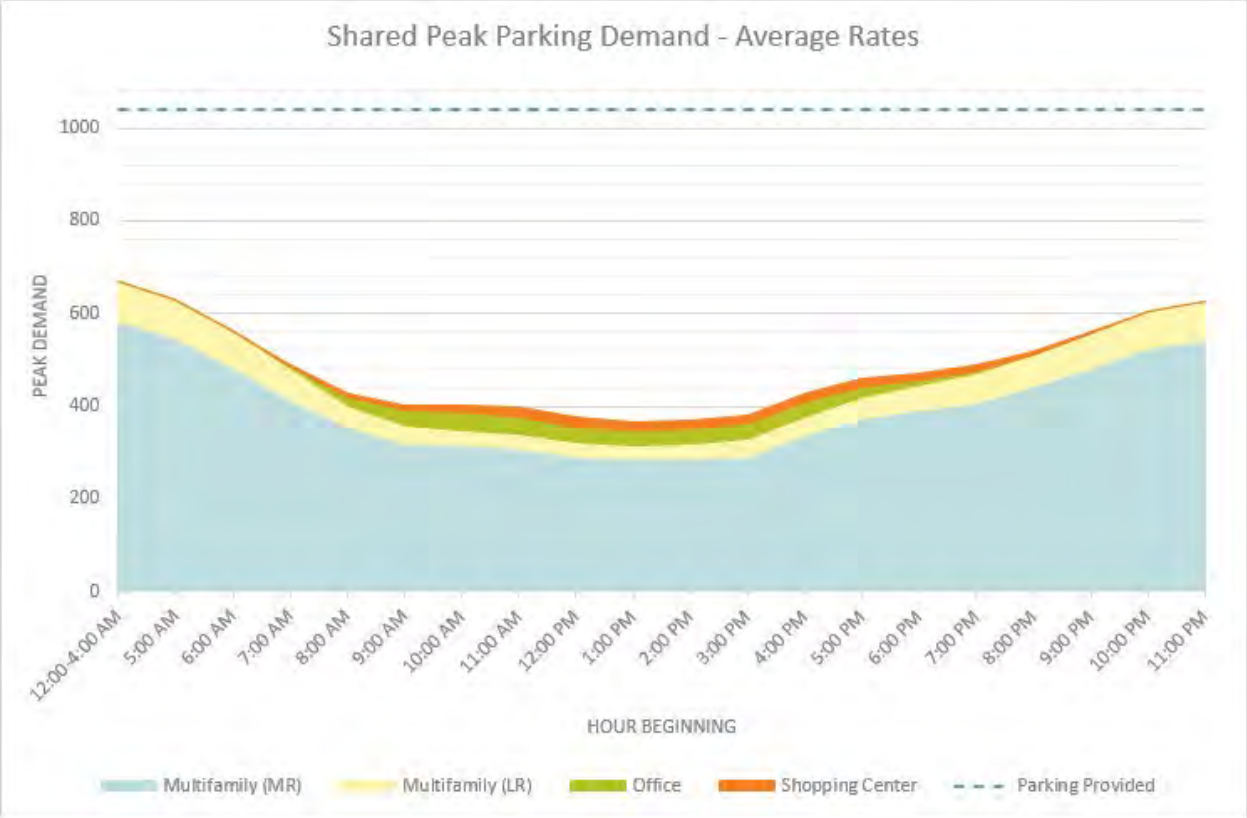
EXISTING SFR NEIGHBORHOOD
PROPOSED SFR NEIGHBORHOOD
PROPOSED CEDARSIDE DEVELOPMENT

Cedarside vs. 505 Single-Family Homes

WEST EDGE DEVELOPMENT

DESIGNS northwest ARCHITECTS
Tel 360.629.3441 Fax 360.629.6159
26915 102nd Dr. NW Stanwood, WA 98292

PIRSCHER CDA ARCHITECTS


Shared Peak Parking Demand - Average Rates
1000
800
600
400
200
0
PEAK DEMAND
12:00-4:00 AM
5:00 AM
6:00 AM
7:00 AM
8:00 AM
9:00 AM
10:00 AM
11:00 AM
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8:00 PM
9:00 PM
10:00 PM
11:00 PM
HOUR BEGINNING
Multifamily (MR)
Multifamily (LR)
Office
Shopping Center
Parking Provided

CITY OF STANWOOD
WASHINGTON

ORDINANCE 1530

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, APPROVING THE 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 full legal description of the real property proposed to be vacated is described in Exhibit 'A' and depicted on Exhibit 'B' and is attached hereto and incorporated herein by this reference; and

WHEREAS, the petitioner has also proposed to dedicate to the City a portion of their property between 72nd Avenue NW and 68th Avenue NW to reconstruct 268th Street NW; and

WHEREAS, the full legal description of the real property proposed to be dedicated is described in Exhibit 'C' and depicted on Exhibit 'D' and is attached hereto and incorporated herein by this reference; and

WHEREAS, because the proposal exchanges right-of-way no appraisal is needed; and

WHEREAS, 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; 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; and

WHEREAS, the action of vacating a street or roadway is categorically exempt from environmental review pursuant to SMC 17.149.090 and is therefore not subject to SEPA rules and determinations; and

WHEREAS, Resolution 2024-04 calling for a public hearing regarding the vacation of the subject right of way was adopted by the City Council on February 22, 2024; and

WHEREAS, the City of Stanwood gave public notice of the pendency of the vacation petition and the time and place fixed for the hearing of the petition by written notice posted in three of the most public places in the City, and a like notice posted in a conspicuous place on the street sought to be vacated, and mailed notices of public hearing to adjacent property owners in accordance with the requirements of SMC 17.80.330.; and

WHEREAS, a public hearing was held before the City Council on March 14, 2024, and all persons wishing to be heard on the matter were heard; and

WHEREAS, the petitioner has agreed to meet certain conditions as set forth herein;

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

Section 1. Vacation. Subject to the conditions set forth in Section 2 of this ordinance, that a portion of 268th Street NW between 72nd Avenue NW and 68th Avenue NW as legally described on attached **EXHIBIT A** and depicted on attached **EXHIBIT B**, which are incorporated herein by this reference, is hereby vacated, and the property lying in said portion of the street right of way described in Exhibit A, shall belong to the petitioner who is the adjacent property owner.

Section 2. Condition of Vacation. The vacation is contingent on approval of the Binding Site Plan.

If the Binding Site Plan has not been approved within one year from adoption of this ordinance, then this ordinance shall be void unless the one-year period is extended by ordinance of the City Council.

Section 3. Effective Date. This ordinance shall not be published or become effective until all compensation and fees and costs have been paid in full by the petitioner and all conditions of the City Council have been complied with. This ordinance shall take effect five days after adoption and publication by summary. This vacation and the transfer of title to petitioner shall be effective at such time as this ordinance is recorded in the office of the County Auditor. The City Clerk is directed to record a certified copy of this ordinance with the Snohomish County Auditor's Office upon confirmation from the Public Works Director that all conditions set forth in this ordinance,

including, but not limited to payment of compensation in full to the City as set forth herein, have been fulfilled. Costs of recording shall be the responsibility of the owner/petitioner. Following recording of this ordinance, a certified copy shall be sent to the Snohomish County Treasurer's Office.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 5. Implementation. The City Administrator or his designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this ordinance.

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

CITY OF STANWOOD

By_____
Sid Roberts, Mayor

Attest:

By_____
Lisa M. Sokolik, City Clerk

Approved as to form:

By_____
Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE NO. 1530

EXHIBIT ‘A’

LEGAL DESCRIPTION OF PROPOSED VACATION:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, BOTH OF TOWNSHIP 32 EAST, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20 PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR’S FILE NUMBER 201811155006;

THENCE NORTH 87°47'29"WEST 1,319.61 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 TO THE CENTERLINE OF 72ND AVE NW AS DEPICTED ON SAID BOUNDARY LINE ADJUSTMENT;

THENCE NORTH 00°39'59"EAST 229.90 FEET ALONG SAID CENTERLINE;

THENCE SOUTH 89°20'01"EAST 30.00 FEET TO THE EAST MARGIN OF 72ND AVE NW AND THE **POINT OF BEGINNING;**

THENCE NORTH 00°39'59"EAST 86.04 FEET ALONG SAID EAST MARGIN TO THE NORTH MARGIN OF OLD-STANWOOD BYRANT ROAD;

THENCE CONTINUE ALONG SAID NORTH MARGIN SOUTH 54°48'23"EAST 46.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 756.30 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 02°44'53"WEST;

THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 401.35 FEET THROUGH A CENTRAL ANGLE OF 30°24'19";

THENCE SOUTH 56°50'48"EAST 261.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 520.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 61°36'19"EAST;

THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 126.32 FEET THROUGH A CENTRAL ANGLE OF 13°55'05" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 478.34 FEET, A RADIAL LINE TROUGH SAID BEGINNING OF CURVE BEARS SOUTH 28°51'44"WEST;

THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE 83.71 FEET THROUGH A

CENTRAL ANGLE OF 10°01'37";

THENCE ON A NON-TANGENT LINE NORTH 87°47'29"WEST 0.62 FEET;

THENCE NORTH 56°50'48"WEST 295.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE TO THE SOUTHWEST HAVING A RADIUS OF 696.30 FEET;

THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE 405.78 FEET THROUGH A CENTRAL ANGLE OF 33°23'24" TO THE **POINT OF BEGINNING**.
EXCEPT ANY PORTION THEREOF LYING WITHING SR 532 RIGHT OF WAY.

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20 AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20 PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201811155006;

THENCE SOUTH 00°25'58"WEST 20.01 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE NORTH 87°47'29"WEST 536.72 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 470.00 FEET RADIUS, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 46°57'35"EAST;

THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE 53.83 FEET THROUGH A CENTRAL ANGLE OF 06°33'43" TO A LINE 20.00 FEET NORTH AS MEASURED PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 87°47'29"EAST 571.55 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

THENCE SOUTH 00°41'07"WEST 20.01 FEET ALONG SAID LINE TO THE **POINT OF BEGINNING**.

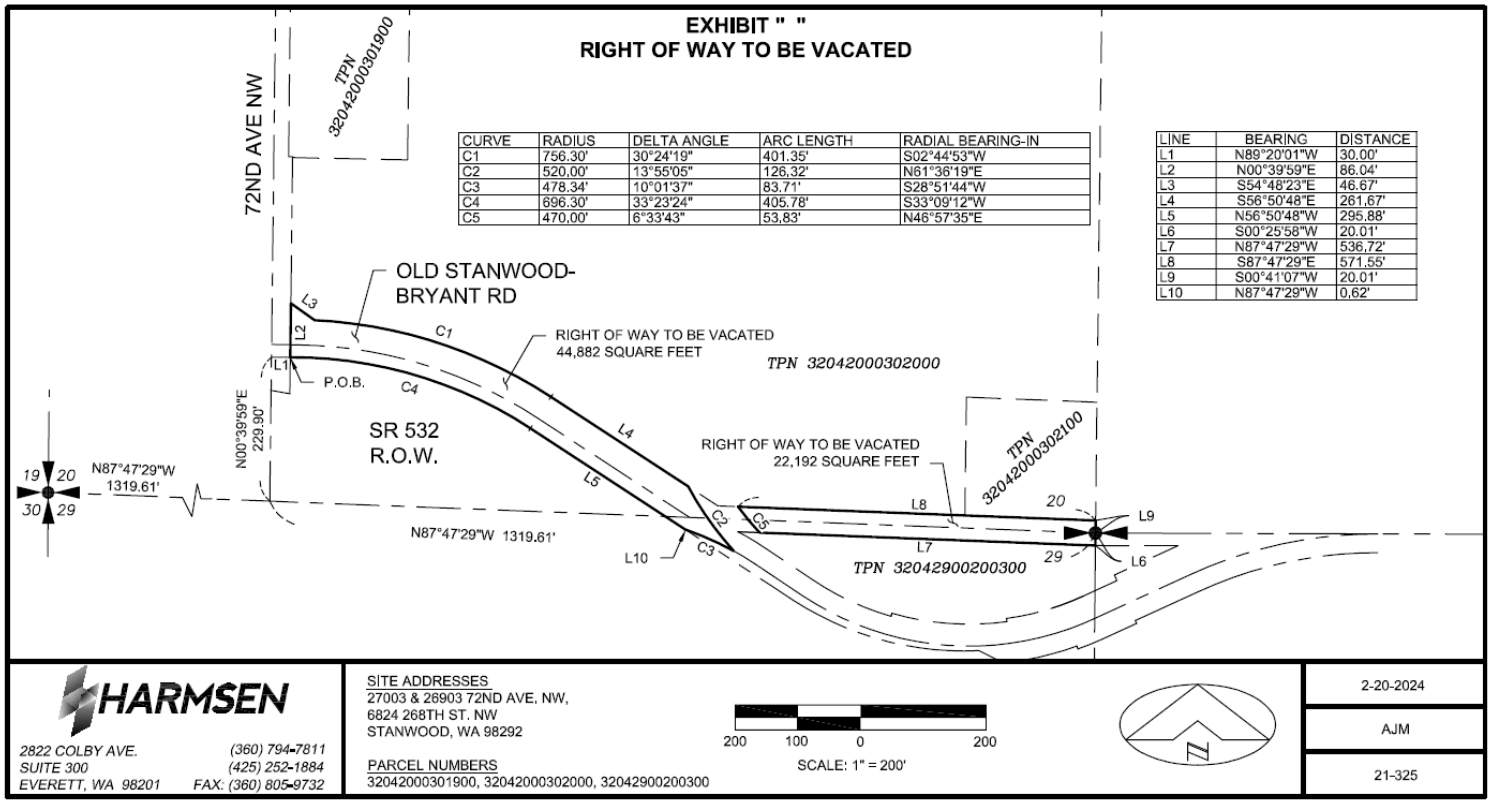
ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINS 67,074 SQUARE FEET (1.44 ACRES) MORE OR LESS

ORDINANCE NO. 1530

EXHIBIT 'B'

VICINITY MAP OF PROPOSED VACATION:



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	RADIAL BEARING-IN
C1	756.30'	30°24'19"	401.35'	S02°44'53"W
C2	520.00'	13°55'05"	126.32'	N61°36'19"E
C3	478.34'	10°01'37"	83.71'	S28°51'44"W
C4	696.30'	33°23'24"	405.78'	S33°09'12"W
C5	470.00'	6°33'43"	53.83'	N46°57'35"E

LINE	BEARING	DISTANCE
L1	N89°20'01"W	30.00'
L2	N00°39'59"E	86.04'
L3	S54°48'23"E	46.67'
L4	S56°50'48"E	261.67'
L5	N56°50'48"W	295.88'
L6	S00°25'58"W	20.01'
L7	N87°47'29"W	536.72'
L8	S87°47'29"E	571.55'
L9	S00°41'07"W	20.01'
L10	N87°47'29"W	0.62'

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE NO. 1530

EXHIBIT ‘C’

LEGAL DESCRIPTION OF PROPOSED DEDICATION:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, BOTH OF TOWNSHIP 32 EAST, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20 PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR’S FILE NUMBER 201811155006;
THENCE NORTH 87°47'29"WEST 1,319.61 FEET ALONG THE SOUTH LINE OF SAID SECTION 20 TO THE CENTERLINE OF 72ND AVE NW AS DEPICTED ON SAID BOUNDARY LINE ADJUSTMENT;
THENCE NORTH 00°39'59"EAST 315.93 FEET ALONG SAID CENTERLINE;
THENCE SOUTH 89°20'01"EAST 30.00 FEET TO THE EAST MARGIN OF 72ND AVE NW AND THE **POINT OF BEGINNING;**
THENCE CONTINUE ALONG SAID MARGIN NORTH 00°39'59"EAST 234.06 FEET;
THENCE NORTH 89°20'01"WEST 6.50 FEET;
THENCE NORTH 00°39'59"EAST 212.95 FEET;
THENCE SOUTH 04°16'23"EAST 75.52 FEET;
THENCE SOUTH 00°39'59"WEST 109.24 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET;
THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 46.85 FEET THROUGH A CENTRAL ANGLE OF 89°28'07";
THENCE SOUTH 88°48'08"EAST 212.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET;
THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 51.98 FEET THROUGH A CENTRAL ANGLE OF 07°47'47";
THENCE NORTH 08°59'39"EAST 16.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 398.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 08°59'39"WEST;
THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 475.61 FEET THROUGH A CENTRAL ANGLE OF 68°28'08";
THENCE SOUTH 12°32'12"EAST 78.88 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 77°27’48” EAST;
THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 8.13 FEET THROUGH A CENTRAL ANGLE OF 1°00’45”;
THENCE SOUTH 76°27'02"WEST 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 470.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 76°27'02"EAST;
THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 188.09 FEET THROUGH A

CENTRAL ANGLE OF 22°55'44" TO THE NORTH LINEOF THAT PARCEL DESCRIBED BY QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 250901;
THENCE NORTH 87°47'29"WEST 32.24 FEET ALONG SAID NORTH LINE TO THE NORTHERLY MARGIN OF OLD STANWOOD BRYANT ROAD;
THENCE CONTINUE ALONG SAID MARGIN NORTH 56°50'48"WEST 56.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 520.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 61°36'19"EAST;
THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE 134.73 FEET THROUGH A CENTRAL ANGLE OF 14°50'44";
THENCE SOUTH 76°27'02"WEST 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 540.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 76°27'02"EAST;
THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE 9.54 FEET THROUGH A CENTRAL ANGLE OF 01°00'45";
THENCE NORTH 12°32'12"WEST 78.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 318.00 FEET;
THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE 423.28 FEET THROUGH A CENTRAL ANGLE OF 76°15'56";
THENCE NORTH 88°48'08"WEST 235.07 FEET;
THENCE SOUTH 00°39'59"WEST 173.55 FEET;
THENCE NORTH 54°48'23"WEST 8.50 FEET TO THE **POINT OF BEGINNING.**

TOGETHER WITH THAT PORTION OF SAID SECTION 29 DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20 PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201811155006;
THENCE SOUTH 00°25'28" WEST 20.01 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 TO THE SOUTH MARGIN OF THE 20 FOOT RIGHT OF WAY SHOWN ON BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 201811155006;
THENCE NORTH 87°47'29" WEST ALONG SAID SOUTH MARGIN 536.72 FEET TO THE **POINT OF BEGINNING;**
THENCE CONTINUE NORTH 87°47'29"WEST 34.59 FEET ALONG SAID MARGIN TO THE NORTHERLY MARGIN OF OLD STANWOOD-BRYANT ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF A 509.52 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 27°50'27"WEST;
THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 52.61 FEET THROUGH A CENTRAL ANGLE OF 05°54'56";
THENCE SOUTH 56°14'17"EAST 89.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 448.34 FEET,
THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE 138.16 FEET THROUGH A CENTRAL ANGLE OF 17°39'20";
THENCE NORTH 16°06'22"EAST 3.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 470.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 16°21'53"EAST;

THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE 250.97 FEET THROUGH A CENTRAL ANGLE OF 30°35'42" TO THE **POINT OF BEGINNING.**

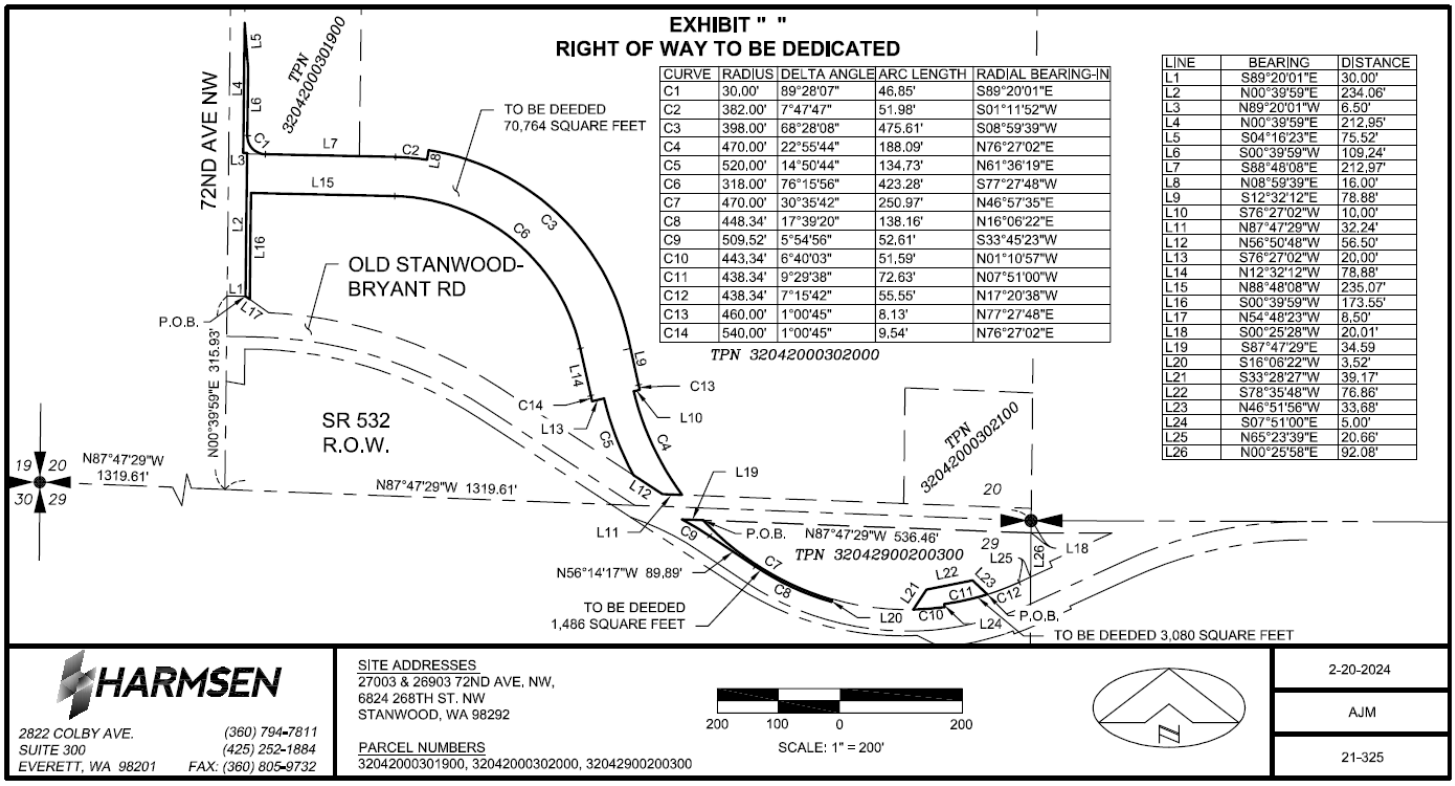
ALSO TOGETHER WITH THAT PORTION OF SAID SECTION 29 DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20 PER BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201811155006;
THENCE SOUTH 00°25'28" WEST 20.01 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29 TO THE SOUTH MARGIN OF THE 20 FOOT RIGHT OF WAY SHOWN ON BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 201811155006;
THENCE CONTINUE SOUTH 00°25'28" WEST 92.08 FEET TO THE NORTH MARGIN OF OLD STANWOOD-BRYANT ROAD;
THENCE SOUTH 65°23'39" WEST ALONG SAID NORTH MARGIN TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 438.34 FEET;
THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 55.55 FEET THROUGH A CENTRAL ANGLE OF 7°15'42" TO THE **POINT OF BEGINNING;**
THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE 72.63 FEET THROUGH A CENTRAL ANGLE OF 9°29'38";
THENCE SOUTH 07°51'00"EAST 5.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 443.34 FEET A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 07°51'00" WEST;
THENCE CONTINUE ALONG SAID CURVE AND MARGIN SOUTHWESTERLY 51.59 FEET THROUGH A CENTRAL ANGLE OF 06°40'03";
THENCE NORTH 33°28'27"EAST 39.17 FEET;
THENCE NORTH 78°35'48"EAST 76.86 FEET;
THENCE SOUTH 46°51'56"EAST 33.68 FEET TO THE **POINT OF BEGINNING.**
ALL SITUATE IN THE COUNTY OF SNOHOMISH
STATE OF WASHINGTON.
CONTAINS 75,330 SQUARE FEET (1.73 ACRES),
MORE OR LESS.

ORDINANCE NO. 1530

EXHIBIT 'D'

VICINITY MAP OF PROPOSED DEDICATION:



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	RADIAL BEARING-IN
C1	30,00'	89°28'07"	46,85'	S89°20'01"E
C2	382.00'	7°47'47"	51.98'	S01°11'52"W
C3	398.00'	68°28'08"	475.61'	S08°59'39"W
C4	470.00'	22°55'44"	188.09'	N76°27'02"E
C5	520,00'	14°50'44"	134,73'	N61°36'19"E
C6	318.00'	76°15'56"	423.28'	S77°27'48"W
C7	470.00'	30°35'42"	250.97'	N46°57'35"E
C8	448.34'	17°39'20"	138.16'	N16°06'22"E
C9	509,52'	5°54'56"	52,61'	S33°45'23"W
C10	443,34'	6°40'03"	51,59'	N01°10'57"W
C11	438.34'	9°29'38"	72.63'	N07°51'00"W
C12	438.34'	7°15'42"	55.55'	N17°20'38"W
C13	460.00'	1°00'45"	8.13'	N77°27'48"E
C14	540,00'	1°00'45"	9,54'	N76°27'02"E

LINE	BEARING	DISTANCE
L1	S89°20'01"E	30.00'
L2	N00°39'59"E	234.06'
L3	N89°20'01"W	6.50'
L4	N00°39'59"E	212,95'
L5	S04°16'23"E	75.52'
L6	S00°39'59"W	109,24'
L7	S88°48'08"E	212,97'
L8	N08°59'39"E	16.00'
L9	S12°32'12"E	78.88'
L10	S76°27'02"W	10.00'
L11	N87°47'29"W	32.24'
L12	N56°50'48"W	56.50'
L13	S76°27'02"W	20.00'
L14	N12°32'12"W	78.88'
L15	N88°48'08"W	235.07'
L16	S00°39'59"W	173.55'
L17	N54°48'23"W	8.50'
L18	S00°25'28"W	20.01'
L19	S87°47'29"E	34.59
L20	S16°06'22"W	3.52'
L21	S33°28'27"W	39.17'
L22	S78°35'48"W	76.86'
L23	N46°51'56"W	33.68'
L24	S07°51'00"E	5.00'
L25	N65°23'39"E	20.66'
L26	N00°25'58"E	92.08'

HARMSEN
2822 COLBY AVE.
SUITE 300
EVERETT, WA 98201
(360) 794-7811
(425) 252-1884
FAX: (360) 805-9732

SITE ADDRESSES
27003 & 26903 72ND AVE, NW,
6824 268TH ST. NW
STANWOOD, WA 98292

PARCEL NUMBERS
32042000301900, 32042000302000, 32042900200300

200 100 0 200
SCALE: 1" = 200'

2-20-2024
AJM
21-325