

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, April 25, 2024



AGENDA
CITY COUNCIL REGULAR MEETING
April 25, 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**
Lincoln Hill High School Update - Student Representative Bee Hartell
- 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**
Annual Small Works Roster Project Report for 2022-2023 **6.0**
- 7. COUNCIL COMMITTEE REPORTS**
 - a. Community Development Committee Meeting Minutes – April 4, 2024 **7.1**
 - b. Planning Commission Minutes – March 11, 2024 **7.3**
 - c. Parks and Trails Advisory Committee Meeting Minutes – March 18, 2024 **7.7**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **8.1**
 - b. Approve City Council Regular Meeting Minutes – April 11, 2024 **8.7**
 - c. Approve Second Utility Account Adjustment **8.13**
 - d. Authorize the Mayor to sign the Snohomish County ILA for Affordable Housing and Behavioral Health Capital Facilities **8.17**
 - e. Approve Planning Commission Appointment – Gabrielle Braley **8.31**
- 9. UNFINISHED BUSINESS**
- 10. PUBLIC HEARING**
Fireworks Code Amendment **10.1**
 - i. Open Public Hearing
 - ii. Approve First Reading of Ordinance 1531 – Fireworks Code Amendment
- 11. NEW BUSINESS**
Authorize the Mayor to sign the Department of Ecology Grant for the Raplee Property **11.1**
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION**
Discussion of potential litigation per RCW 42.30.110(i)
- 15. ADJOURN**

Upcoming Meetings:

Thursday, May 9, 2024 City Council Special Workshop 5:00 pm
Thursday, May 9, 2024 City Council Meeting 7:00 pm
Thursday, May 23, 2024 City Council Meeting 7:00 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6

DATE: April 18, 2024

SUBJECT: Small Works Project Report – 2022-2023

CONTACT PERSON: Kevin Hushagen, Public Works Director

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

PURPOSE

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

BACKGROUND

The City of Stanwood uses the state approved small works roster process to efficiently solicit bids for Small Public Works projects under \$350,000. Small Public Works projects less than \$50,000 are known as Limited Public Works and enable an agency to waive the payment bond, performance bond, and/or retainage.

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

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

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

Under RCW 39.04.155(3) agencies using the Small Works Roster Process or the Limited Public Works Process are required to make certain information available about contracts awarded under these processes. Rather than maintaining two separate reporting systems, one for Small Works Roster projects and one for Limited Public Works projects, an agency can combine the requirements which are: to maintain a list of the contractors contacted and the

contracts awarded during the previous 24 months including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, the date the contract was awarded and other contractors solicited. The list must be made available once every year. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

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

ANALYSIS

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

2022-2023 Limited Public Works and Small Public Works Projects						
Contract Number	Agreement	Project Name	Contract Amount	UBI & Cont Reg. #	Other Contractors Solicited Emailed all MRSC Contractors Registered for:	Contract Type
2023-31	Lopez Nursery & Landscaping, LLC	Heritage Park Field 3 Irrigation Project	\$40,133.86	UBI: 604-571-083 Cont. #: CCLOPEZNL80ZCG	Main Category: General Goods, Maintenance Services Sub-Category: Plumbing Equipment, Fixtures, and Supplies, Landscape Equipment Repair and Maintenance Bids Received: 4	Limited Public Works
2023-74	Inland Potable Services	Water Tank Cleaning	\$16,818.00	UBI: 602-835-672 Cont. #: INLANPS916N1	Main Category: Water Facility Construction, Repair, and Maintenance Sub-Category: Reservoir Cleaning, Painting, and Caulking, Reservoir Construction, Underwater Video Inspection, Water Tank Interior/Exterior Painting Bids Received: 3	Limited Public Works
2023-86	Asphalt Patch Systems	Concrete sidewalk work at multiple locations on 73rd Ave	\$29,700.00	UBI: 601-290-396 Cont. #: ASPHAPS099BP	Main Category: Roadway Construction, Repair, and Maintenance Sub-Category: Concrete Paving Bids Received: 4	Limited Public Works
2023-115	Pacific Facility Solutions	Heritage Park Bathrooms Plumbing	\$10,514.66	UBI: 603 536 118 Cont. #: PACIFFS782DC	Main Category: Plumbing Installation, Repair, and Maintenance Sub-Category: Plumbing Bids Received: 1	Limited Public Works
2022-65	Coating Applicators	Hamilton Smokestack Painting	\$34,877.72	UBI: 604-356-798 Cont. #: COATIA*812	Main Category: Facility Construction, Repair, and Maintenance, Water Facility Construction, Repair, and Maintenance Sub-Category: Painting - Exterior, Water Tank Interior/Exterior Painting Bids Received: 6	Limited Public Works
2022-62	Monarch Tree Service	Church Creek Park Tree Removal	\$49,203.58	UBI: 603-498-589 Cont. #: SIGNALS859KA	Main Category: Vegetation Work Sub-Category: Logging, stump grinding and removal, tree trimming and removal (Line clearance required) Bids Received: 5	Limited Public Works
2022-81	Western Mechanical & Controls	PD/WWTP HVAC Replacement	\$47,137.81	UBI: 604-558-033 Cont. #: WESTMC780J6	Main Category: Facility Construction, Repair, and Maintenance Sub-Category: HVAC Installation, Inspection, and Maintenance Bids Received: 5	Limited Public Works
2023-02	Advanced Building Services	Janitorial Services	\$18,780.00	UBI: 601-920-040 Cont. #: Not A Cont.	Main Category: Facility Construction, Repair, and Maintenance Sub-Category: Industrial Cleaning and Vacuuming, Janitorial and Building Maintenance Bids Received: 6	Limited Public Works

2023-44	Monarch Landscaping WA LLC	On-Call Arborist Services	\$50,000/year	UBI: 604-571-083 Cont. #: CCLOPEZNL802CG	Main Category: Agricultural and Conservation Improvement, Repair, and Maintenance, Vegetation Work Sub-Category: Agricultural Irrigation Systems, Landscape Improvements (Not Maintenance), Landscape Maintenance Bids Received: 1	Limited Public Works
2023-62	Munn Waterworks Management	On-Call Backflow Services	\$5,000 NTE per year	UBI: 604-568-104 Cont. #: MUNNWWM783NC	Main Category: Water Facility Construction, Repair, and Maintenance Sub-Category: Backflow Prevention Installation, Testing, and Repair Bids Received: 4	Limited Public Works
2023-95	Lopez Nursery & Landscaping, LLC	On-Call Landscape & Irrigation Service	not to exceed \$50,000/yr	UBI: 604-571-083 Cont. #: CCLOPEZNL80ZCG	Main Category: Agricultural and Conservation Improvement, Repair, and Maintenance, Vegetation Work Sub-Category: Agricultural Irrigation Systems, Landscape Improvements (Not Maintenance), Landscape Maintenance Bids Received: 1	Limited Public Works
2022-36	Bonner Electrical, LLC	On-Call Electrical Services	not to exceed \$50,000/year	UBI: 603-016-830 Cont. #: BONNEEC904LA	Main Category: Sub-Category: Electrical Construction, Electrical High Voltage, Electrical Low Voltage, Lighting - Exterior, Lighting - Interior, Security System Installation and Repair, UPS System (Uninterrupted Power Supply), Generator Installation, Repair, and Maintenance Bids Received:	Limited Public Works
2022-37	VP Electrical Service Inc.	On-Call Electrical Services	not to exceed \$50,000/year	UBI: 604-218-406 Cont. #: VPEEES824DM	Main Category: Sub-Category: Electrical Construction, Electrical High Voltage, Electrical Low Voltage, Lighting - Exterior, Lighting - Interior, Security System Installation and Repair, UPS System (Uninterrupted Power Supply), Generator Installation, Repair, and Maintenance Bids Received:	Limited Public Works

2023-29	Bonner Electrical Services	Master On-Call Electrical Services Agreement	not to exceed \$50,000/year	UBI: 603-016-830 Cont. #: BONNEEC904LA	Main Category: Electrical and Communication Sub-Category: Audio/Video Installation, Computer and IT Wiring, Electric Motor Repair, Electric Vehicle Charging Stations, Electrical Construction, Electrical High Voltage, Electrical Low Voltage, Fiber Optics, High Voltage Electrical Testing, Lighting - Exterior, Lighting - Illuminated Signs, Lighting - Interior, Lighting - Street, Panel Manufacturing, Power line/pole Construction and Relocation, Radio Communications Installation and Repair, Radio Tower Visual Inspections, Relay Commissioning and Maintenance, SCADA Systems, Security System Installation and Repair, Sound System Installation and Repair, Telecommunications Service Provider/VOIP, Telephone Wiring/Installation, Traffic Control Devices and Signals, Traffic Loop, Traffic Sign Installation and Replacement, Transformer Maintenance and Repair, UPS System	Limited Public Works
2023-128	AA Asphaltting	On-Call Services for Asphalt and Cement Paving	not to exceed \$50,000/year	UBI: 600-272-440 Cont. #: AAASPI*223DF	Main Category: Concrete and Masonry, Roadway Construction, Repair, and Maintenance Sub-Category: Concrete Pavement, Curbs, Gutters, Sidewalks, and Driveways, Asphalt Pavement Grinding, Planing and Pulverization, Asphalt Pavement Minor Repairs, Asphalt Pavement Renewal, Asphalt Pavement Roadways, Concrete Paving, Roadway Construction Bids Received: 4	Limited Public Works

2023-129	Reece Construction Company	On-Call Services for Asphalt and Cement Paving	not to exceed \$50,000/year	UBI: 602-893-954 Cont. #: REECECC852C7	Main Category: Concrete and Masonry, Roadway Construction, Repair, and Maintenance Sub-Category: Concrete Pavement, Curbs, Gutters, Sidewalks, and Driveways, Asphalt Pavement Grinding, Planing and Pulverization, Asphalt Pavement Minor Repairs, Asphalt Pavement Renewal, Asphalt Pavement Roadways, Concrete Paving, Roadway Construction Bids Received: 4	Limited Public Works
2023-120	Reece Construction Company	On-Call Public Works, Street, Utility and Facility Repair Services	not to exceed \$100,000/year	UBI: 602-893-954 Cont. #: REECECC852C7	Main Category: Sanitary Sewer Construction, Repair, and Maintenance, Storm Drainage Facility Construction, Repair, and Maintenance, Water Facility Construction, Repair, and Maintenance Sub-Category: Pipeline Repair (Dig Up/Spot Repairs), Sanitary Sewer Construction, Sanitary Sewer Internal Repairs, Catchbasin/Manhole Rehabilitation and Repair, Culverts - Large Diameter, Open Channels, Pipeline Cleaning, Pipeline Construction, Pipeline Rehabilitation (Internal), Pipeline Repair (Dig Up/Spot Repairs), Pipeline Testing, Storm Drainage Construction, Water Main Construction, Repair and Maintenance Bids Received: 2	Small Public Works

2023-121	Taylor's Excavators	On-Call Public Works, Street, Utility and Facility Repair Services	not to exceed \$100,000/year	UBI: 601-598-722 Cont. #: TAYLOEI042J6	Main Category: Sanitary Sewer Construction, Repair, and Maintenance, Storm Drainage Facility Construction, Repair, and Maintenance, Water Facility Construction, Repair, and Maintenance Sub-Category: Pipeline Repair (Dig Up/Spot Repairs), Sanitary Sewer Construction, Sanitary Sewer Internal Repairs, Catchbasin/Manhole Rehabilitation and Repair, Culverts - Large Diameter, Open Channels, Pipeline Cleaning, Pipeline Construction, Pipeline Rehabilitation (Internal), Pipeline Repair (Dig Up/Spot Repairs), Pipeline Testing, Storm Drainage Construction, Water Main Construction, Repair and Maintenance Bids Received: 2	Small Public Works
2023-72	Wrecking Ball Demolition and Abatement	Johnson Farm Hazardous Material Site Cleanup	\$192,382.66	UBI: 601-878-379 Cont. #: WRECKBDOZ4NU	Main Category: Hazardous Materials Abatement Sub-Category: Asbestos Abatement (Certification Required), Hazardous Material Removal and Abatement, Lead Abatement Bids Received: 2	Small Public Works
2023-94	Swofford Excavating	Johnson Farm Demo	\$116,719.28	UBI: 604-079-777 Cont. #: SWOFFEL809DC	Main Category: Demolition/Deconstruction Sub-Category: Asphalt Removal, Blasting, Building and Structures Demolition/Removal, Buildings and Structures Moving, Concrete/Asphalt Crushing and Repurposing, Deconstruction and Recycling, Refuse Removal & Disposal, Septic System Removal, Well Abandonment Bids Received: 9	Small Public Works
2023-113	JTI Commercial Services	Heritage Park Dog Park	\$98,559.76	UBI: 602-392-440 Cont. #: JTI COTI955DG	Main Category: Site Improvement, Repair, and Maintenance, Vegetation Work Sub-Category: Fencing and Gates, Landscape Improvements (Not Maintenance) Bids Received: 5	Small Public Works

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: April 25, 2024
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – April 4, 2024, Meeting Minutes

SUMMARY STATEMENT:

Minutes from the April 4, 2024, Community Development Committee Meeting are attached to this staff report for approval as presented.

Council Members Present: Dani Gaumond, Andreena Bergman, Steve Shepro

Staff Present: Patricia Love, Community Development Director, Tansy Schroeder, Senior Planner, Audrey Rotrock, Associate Planner

Others Present: N/A

Steve Shepro called the meeting to order at 4:57 p.m.

1. Snohomish County Interlocal Agreement

The Snohomish County ILA is for the Affordable Housing and Behavioral Health Fund. The Committee unanimously agreed to move the Snohomish County ILA forward to the full City Council.

2. Interagency Agreement Grant for the Raplee Property

The Interagency Agreement Grant is for a study to be done to learn what sort of contamination is present. Once the issues are discovered, the City would decide on whether to purchase the property or not. If purchased, the City will line up grants and funding to perform a cleanup. Doing the study would not require the City to purchase the property. The Committee supports bringing the grant to the full City Council.

3. 2024 Draft Comprehensive Plan

Staff asked the Committee to take the next month and review the draft comprehensive plan and bring their questions and comments back to the next meeting in May.

Adjourn: 5:47 pm





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: April 25, 2024

SUBJECT: Planning Commission Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – March 11, 2024, Meeting Minutes

SUMMARY STATEMENT

Minutes from the March 11, 2024, Planning Commission Meeting are attached to this staff report for approval as presented. These minutes were approved at the April 8, 2024, Planning Commission Meeting.



Planning Commission
Meeting Minutes
Monday, March 11, 2024 6:30 pm

Call to Order: 6:30 pm

Roll Call

Commissioners Present:

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

Staff Present:

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

Absent: Justin Burns, Commissioner

Also known to be present: Peter Kamb

Public Requests and Comments: None

Approval of Minutes:

The minutes from the February 12, 2024 Planning Commission meeting were unanimously approved.

New Business:

Complete Streets Ordinance

Purpose: When designing new roads or reconstructing existing roads, the design should focus on all modes of travel and accessibility including pedestrians, bicyclists, transit and automobiles. However, a “one size all” approach should not be applied to the transportation network. Each design needs to reflect its users, travel types and travel volumes: SR 532 will have a completely different buildout design than a local neighborhood street.

Applicability:

- All street designs, construction and retrofit projects in the city;
- All companies that work within the city right-of-way such as electric, gas, communications, cable, or power utility companies; and
- State or governmental agencies such as Snohomish County, WSDOT, or the School District.

Implementation:

- Streets must be designed and constructed to provide accommodations for pedestrians, bicyclists, people of all ages and abilities, transit where appropriate, and vehicles.
- Complete streets require connected travel networks.
- Street designs shall be flexible and innovative rather than purely prescriptive allowing modifications to meet the needs and comfort of all people. An example would be allowing alternative street widths, reducing operating speeds, adding street lighting, and ensuring connectivity to parks, schools, and/or shopping.
- Provide for environmental and aesthetically pleasing designs by including landscaping, street trees, design features or amenities, shade, reduced energy consumption, and improved air and water quality.



Planning Commission Meeting Minutes Monday, March 11, 2024 6:30 pm

- Follow best practices design standards of WSDOT, Americans with Disabilities Act, and various Traffic Control Manuals.

Exceptions:

Provides exceptions for situations when the complete streets standards cannot be met. Exceptions should not become common practice, but rather applied minimally under the following circumstances:

- Potential to negatively impact public health, safety, or critical areas;
- Routine maintenance;
- Repairs needed to quickly respond to an emergency;
- Where costs far exceed the current or future needs; and
- City plans clearly document an absence of current or future needs.

Performance Measures: Requires monitoring and annual reports to assess how the program is being implemented and the actual number of miles or types of physical improvements being built to accommodate all modes of travel.

Capital Improvements Projects: Complete streets policies and concepts should be integrated into all future capital facilities projects. Designs can apply multiple strategies to incorporate complete streets policies including phasing, new or innovative concepts, and multi-use facilities.

Commissioner Questions & Comments

- Commissioners would like to see examples of Complete Streets on two-lane roads and in school zones.
- The chicane example and others could take up parking and bike lanes.
- What are examples of buffers? Some examples of buffers are painted lines that cars cannot cross, "candlestick" poles notating a barrier, and landscape strips.
- How will parking taken by Complete Streets be mitigated for?
- Commissioners would like more guidance on how the City would comply when there are multiple options to choose from. The Complete Streets ordinance seems vague since there are no criteria or minimum standards to meet.
- How would the exceptions work? Concerns about all developers trying to utilize exemptions.
- Create minimum standards for street lighting.
- Add who is responsible for the maintenance of complete streets.
- Show different roundabout designs, such as a large and small roundabout.
- By adopting the Complete Streets Ordinance, the City would qualify for grants. Show how the City would benefit from the grants versus hardships to the residents.

Public Comments

- Complete Streets would be a benefit to the community. Currently not many people can walk or bike to the grocery store and other such places. Complete Streets could facilitate this.
- Consider raising the standards of what developers must contribute to with new developments.



Planning Commission Meeting Minutes Monday, March 11, 2024 6:30 pm

- Many two-lane streets have sidewalks on both sides. Consider creating a larger path on just one side of the street.
- In areas where sidewalks would need to be constructed in front yards, the chicane example would be a reasonable solution.

Old Business: None

Miscellaneous Business:

Staff gave an overview of current permit activity in the Community Development Department.

Recent Council Action on Commission Items:

- Adoption of Building Codes
- Cedarside Development Agreement

Upcoming Items:

- First Draft of 2024-2044 Comprehensive Plan
- The PROS Plan is going to City Council on March 28, 2024

Adjourn: 7:30 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:

DATE: April 25, 2024

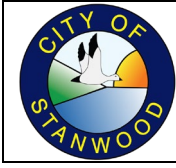
SUBJECT: Parks and Trails Advisory Committee Meeting Minutes –
February 20, 2024

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – Meeting Minutes March 18, 2024

SUMMARY STATEMENT

Minutes from the March 18, 2024, Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented. These minutes were approved at the April 15, 2024, Parks and Trails Advisory Committee Meeting.



Parks and Trails Advisory Committee Meeting Minutes March 18, 2024

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

Members Present:

Dave Hall
Lisa Bruce - zoom
Matt Withers
Judy Williams
Gordy Holmes
Peter Kamb

Members Absent:

Meagen Watne

Others Present:

Carly Ruacho, Parks Planning Manager
Kevin Pellham, Parks Lead

2. Citizen Comments

None

3. Approval of October 2023 Meeting Minutes

February 20, 2024 minutes were approved as written.

3a. Committee Members agree to add the RCO Grant discussion to the agenda.

2024 is the application year for the RCO grant, the city can apply for up to \$500,000.00 (project total \$1 million). 2025 will be the funding year. Carly Ruacho, Parks Manager is suggesting doing soccer/lacrosse field upgrades and a new parking lot due to the city not dedicating any upgrades or additions to the soccer/lacrosse user groups yet. She is suggesting adding 1 new field (field # 3 on the Heritage Park Master Plan) and upgrading two existing fields (fields #2 and #4). No improvements are planned to soccer field #1. Carly indicated that parking may need to go on the southern portion of the new Heritage property due to possible constraints with crossing the ditch on Lover's Lane for access. PTAC members expressed concern with parking off 100th Ave being underutilized and difficult to find. Most PTAC members would prefer the new parking to be located off Lover's Lane. Carly is going to have the engineer look at the best possible configuration for the parking lot and new field. The committee voted in favor of submitting for grant funding for a new parking lot and soccer/lacrosse field(s).

Matt Withers moved to support the Stanwood RCO grant application for new, additional parking lot and new soccer/lacrosse field(s). Second by Dave Hall. Motion carried unanimously.

4. Park Prioritization List Update

The committee discussed and finalized their priority list of projects for Heritage Park. No action taken. The committee decided to table discussion of the Church Creek Park prioritization list to the next meeting. Once the lists are compiled the committee will vote to finalize at a future meeting.

5. New banner request for Ovenell Park to focus on the Puget Sound Public Farm

Carly let the committee know that city administration would like to take down the middle banner on the large barn at Ovenell Park. The sign references the property as a park and management feels the sign



Parks and Trails Advisory Committee Meeting Minutes March 18, 2024

is misleading since improvements to the property are not currently planned. Carly proposes replacing with a banner that features artwork developed for the Ovenell lessee, Andrew Davis. The artwork depicts the public farm and will also display the Puget Sound Public Farm logo as well and the City logo. The city will bear the cost of printing and hanging the banner. Some members of the committee are not in favor of replacing the banner as the property was intended to be a park. The committee also commented that they feel the funds for the new banner should not come out of any parks budget.

6. Park Updates

Carly went over the recent updates on Parks projects.

- The Dog Park at Heritage Park opened on March 8. A ribbon cutting scheduled for 10am, Wednesday 3/27. All are invited.
- The covered dugouts for Heritage Park should be shipping this week. Construction is anticipated to begin by early April.
- Hearing Examiner public hearing for Port Susan Trail Shoreline Permit is tentatively scheduled for 4/4. The hearing will be conducted via zoom and any commission members or members of the public are free to attend.
- Hamilton Landing restrooms and remaining play equipment scheduled to arrive in April.

No action taken.

7. Committee Member Comments

Lisa Bruce- No comments

Judy Williams - She would like us to create a conversation about a volunteer program. Carly asked the committee to come to next month's meeting with a list of projects. These projects can be added to the website so interested volunteers can be directed to them.

Peter Kamb - He attended Leafline Trails quarterly meeting. He updated them on Stanwood, they hope to get it on their maps soon. He reached out to Rick Larsen to talk to him about Marine Drive and Florence Rd. He enjoyed the Everett city park called Forest Park with his kids that he attended over the weekend would like to see Stanwood parks incorporate some of what they have.

Adjourn: 5:07 PM

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: April 25, 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 38285 through 38334 and electronic fund transfers in the amount of \$511,799.03. Approve issuance of Washington Federal payroll electronic fund transfers in the amount of \$401,518.82.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 38285 THROUGH 38334 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$511,799.03. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$401,518.82.

CHECK REGISTER**ATTACHMENT A**

City Of Stanwood

Time: 09:53:13 Date: 04/16/2024

03/28/2024 To: 04/16/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1459	04/08/2024	Payroll	3	EFT		4,508.99	March 2024 Payroll
1460	04/08/2024	Payroll	3	EFT		5,006.30	March 2024 Payroll
1461	04/08/2024	Payroll	3	EFT		5,136.71	March 2024 Payroll
1462	04/08/2024	Payroll	3	EFT		2,796.60	March 2024 Payroll
1463	04/08/2024	Payroll	3	EFT		2,715.14	March 2024 Payroll
1464	04/08/2024	Payroll	3	EFT		527.16	March 2024 Payroll
1465	04/08/2024	Payroll	3	EFT		3,671.36	March 2024 Payroll
1466	04/08/2024	Payroll	3	EFT		4,045.08	March 2024 Payroll
1467	04/08/2024	Payroll	3	EFT		8,096.32	March 2024 Payroll
1468	04/08/2024	Payroll	3	EFT		4,702.78	March 2024 Payroll
1469	04/08/2024	Payroll	3	EFT		2,714.69	March 2024 Payroll
1470	04/08/2024	Payroll	3	EFT		3,301.48	March 2024 Payroll
1471	04/08/2024	Payroll	3	EFT		3,761.61	March 2024 Payroll
1472	04/08/2024	Payroll	3	EFT		547.26	March 2024 Payroll
1473	04/08/2024	Payroll	3	EFT		4,964.86	March 2024 Payroll
1474	04/08/2024	Payroll	3	EFT		3,630.25	March 2024 Payroll
1475	04/08/2024	Payroll	3	EFT		550.54	March 2024 Payroll
1476	04/08/2024	Payroll	3	EFT		7,877.39	March 2024 Payroll
1477	04/08/2024	Payroll	3	EFT		5,946.81	March 2024 Payroll
1478	04/08/2024	Payroll	3	EFT		2,189.05	March 2024 Payroll
1479	04/08/2024	Payroll	3	EFT		2,316.54	March 2024 Payroll
1480	04/08/2024	Payroll	3	EFT		6,468.55	March 2024 Payroll
1481	04/08/2024	Payroll	3	EFT		6,996.71	March 2024 Payroll
1482	04/08/2024	Payroll	3	EFT		4,456.21	March 2024 Payroll
1483	04/08/2024	Payroll	3	EFT		547.06	March 2024 Payroll
1484	04/08/2024	Payroll	3	EFT		4,890.04	March 2024 Payroll
1485	04/08/2024	Payroll	3	EFT		5,420.18	March 2024 Payroll
1486	04/08/2024	Payroll	3	EFT		497.16	March 2024 Payroll
1487	04/08/2024	Payroll	3	EFT		2,594.55	March 2024 Payroll
1488	04/08/2024	Payroll	3	EFT		3,335.72	March 2024 Payroll
1489	04/08/2024	Payroll	3	EFT		3,003.13	March 2024 Payroll
1490	04/08/2024	Payroll	3	EFT		1,566.25	March 2024 Payroll
1491	04/08/2024	Payroll	3	EFT		4,366.93	March 2024 Payroll
1492	04/08/2024	Payroll	3	EFT		547.06	March 2024 Payroll
1493	04/08/2024	Payroll	3	EFT		3,692.09	March 2024 Payroll
1494	04/08/2024	Payroll	3	EFT		5,571.95	March 2024 Payroll
1495	04/08/2024	Payroll	3	EFT		547.26	March 2024 Payroll
1496	04/08/2024	Payroll	3	EFT		5,308.70	March 2024 Payroll
1497	04/08/2024	Payroll	3	EFT		4,946.97	March 2024 Payroll
1498	04/08/2024	Payroll	3	EFT		6,339.02	March 2024 Payroll
1499	04/08/2024	Payroll	3	EFT		4,655.38	March 2024 Payroll
1500	04/08/2024	Payroll	3	EFT		3,057.50	March 2024 Payroll
1501	04/08/2024	Payroll	3	EFT		6,970.47	March 2024 Payroll
1502	04/08/2024	Payroll	3	EFT		5,169.03	March 2024 Payroll
1587	04/08/2024	Payroll	3	EFT	AFLAC	259.87	Pay Cycle(s) 04/08/2024 To 04/08/2024 - AFLAC, Pre-Tax; Pay Cycle(s) 04/08/2024 To 04/08/2024 - AFLAC, Post-Tax
1588	04/08/2024	Payroll	3	EFT	AWC Employee Benefit Trust	25,056.72	Pay Cycle(s) 04/08/2024 To 04/08/2024 - AWC - Health First 250; Pay Cycle(s) 04/08/2024 To 04/08/2024 - AWC- Dental J; Pay Cycle(s) 04/08/2024 To 04/08/2024 - AWC - Vision; Pay Cycle(s) 04/08/2024 To;
1589	04/08/2024	Payroll	3	EFT	Colonial Life Insurance	66.75	Pay Cycle(s) 04/08/2024 To 04/08/2024 - Colonial Life Ins

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City Of Stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1590	04/08/2024	Payroll	3	EFT	Great-West Life & Annuity	4,920.00	Pay Cycle(s) 04/08/2024 To 04/08/2024 - 457 - Empower (Mass Mutual); Pay Cycle(s) 04/08/2024 To 04/08/2024 - Roth 457(b)Empower(MassMutual)
1591	04/08/2024	Payroll	3	EFT	HSA Bank	695.50	Pay Cycle(s) 04/08/2024 To 04/08/2024 - HSA Contributions ER; Pay Cycle(s) 04/08/2024 To 04/08/2024 - HSA Contr EE
1592	04/08/2024	Payroll	3	EFT	Internal Revenue Service (941)	81,022.17	941 Deposit for Pay Cycle(s) 04/08/2024 - 04/08/2024
1593	04/08/2024	Payroll	3	EFT	Legal Shield	63.85	Pay Cycle(s) 04/08/2024 To 04/08/2024 - Legal Shield
1594	04/08/2024	Payroll	3	EFT	Mission Square Retirement	3,464.18	Pay Cycle(s) 04/08/2024 To 04/08/2024 - 457 - Mission Square Ret(ICMA)
1595	04/08/2024	Payroll	3	EFT	Navia Benefits	460.00	Pay Cycle(s) 04/08/2024 To 04/08/2024 - Navia Limited FSA
1596	04/08/2024	Payroll	3	EFT	Western Conference of Teamsters Pension Trust	2,407.39	Pay Cycle(s) 04/08/2024 To 04/08/2024 - WCTPP Contributions
1597	04/08/2024	Payroll	3	EFT	Teamsters Union Local 231	1,979.00	Pay Cycle(s) 04/08/2024 To 04/08/2024 - Teamsters Dues
1598	04/08/2024	Payroll	3	EFT	WA St Department Of Retirement Systems	53,429.30	Pay Cycle(s) 04/08/2024 To 04/08/2024 - PERS2; Pay Cycle(s) 04/08/2024 To 04/08/2024 - PERS 3; Pay Cycle(s) 04/08/2024 To 04/08/2024 - 457 - DRS (DCP); Pay Cycle(s) 04/08/2024 To 04/08/2024 - Roth 457
1599	04/08/2024	Payroll	3	EFT	Washington Teamsters Welfare Trust	39,792.30	Pay Cycle(s) 04/08/2024 To 04/08/2024 - Teamsters Dental; Pay Cycle(s) 04/08/2024 To 04/08/2024 - Teamsters Medical
1637	04/10/2024	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
1638	04/10/2024	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
1639	04/10/2024	Claims	3	EFT	Aramark Uniform Services, LLC	54.68	937963000
1640	04/10/2024	Claims	3	EFT	Databar Inc.	864.81	8952
1641	04/10/2024	Claims	3	EFT	ICONIX Waterworks (US) Inc.	106.31	CITSTA
1642	04/10/2024	Claims	3	EFT	ICONIX Waterworks (US) Inc.	3,109.03	CITSTA
1643	04/10/2024	Claims	3	EFT	Lakeside Industries, Inc.	1,326.24	108469
1644	04/10/2024	Claims	3	EFT	Maul Foster Alongi, Inc.	2,995.00	City of Stanwood
1645	04/10/2024	Claims	3	EFT	Navia Benefits	100.00	City of Stanwood
1646	04/10/2024	Claims	3	EFT	Snohomish County Public Def Association	2,574.00	City of Stanwood
1647	04/10/2024	Claims	3	EFT	Thompson Guildner & Associates Inc. P.S.	1,199.54	City of Stanwood
1648	04/10/2024	Claims	3	EFT	Thompson Guildner & Associates Inc. P.S.	5,435.30	City of Stanwood
1649	04/10/2024	Claims	3	EFT	WA St Department Of Retirement Systems	25.00	000000930
1720	04/11/2024	Payroll	3	EFT	Dept of Labor and Industries	8,766.93	1ST Quarter L&I: 01/01/2024 - 03/31/2024
1721	04/11/2024	Payroll	3	EFT	ESD - PFMLA	7,389.99	Pay Cycle(s) 01/01/2024 To 03/31/2024 - PFMLA; Pay Cycle(s) 01/01/2024 To 03/31/2024 - LTC

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1722	04/11/2024	Payroll	3	EFT	Employment Security Dept	1,790.03	1st Quarter Unemployment: 01/01/2024 - 03/31/2024
1725	04/01/2024	Claims	3	EFT	Heartland Payment Systems	2,691.33	March Merchant Fees
1740	04/03/2024	Claims	3	EFT	Chase Paymentech	2,020.70	April 2024 fees
1743	04/05/2024	Claims	3	EFT	Xpress/Bill Pay	886.54	Xpress March 2024 fees
1631	04/10/2024	Claims	3	38285	ABS Valuation		print error
1632	04/10/2024	Claims	3	38286	Absolute Auto Repair Services		print error
1633	04/10/2024	Claims	3	38287	Atwell, LLC		print error
1634	04/10/2024	Claims	3	38288	ABS Valuation	5,500.00	City of Stanwood
1635	04/10/2024	Claims	3	38289	Absolute Auto Repair Services	372.28	City of Stanwood
1636	04/10/2024	Claims	3	38290	Atwell, LLC	14,065.98	City of Stanwood
1650	04/10/2024	Claims	3	38291	BHC Consultants, LLC	4,716.37	City of Stanwood; City Of Stanwood
1651	04/10/2024	Claims	3	38292	Badger Meter, Inc	454.80	460708
1652	04/10/2024	Claims	3	38293	Bonner Electrical Contracting LLC	786.96	City of Stanwood
1653	04/10/2024	Claims	3	38294	Gaylynn Brien	210.00	City of Stanwood
1654	04/10/2024	Claims	3	38295	CPI Plumbing & Heating Inc	95.94	City of Stanwood
1655	04/10/2024	Claims	3	38296	Cascade Columbia Distribution Co	1,580.70	03671
1656	04/10/2024	Claims	3	38297	City of Everett *	430.00	STACITG; STACITG
1657	04/10/2024	Claims	3	38298	Cues, Inc.	4,057.22	City of Stanwood
1658	04/10/2024	Claims	3	38299	Dataquest, LLC	395.68	CITYSTA
1659	04/10/2024	Claims	3	38300	Grainger, Inc	522.40	848089215
1660	04/10/2024	Claims	3	38301	Hamilton Lumber LLC	727.64	66; City Of Stanwood; 66
1661	04/10/2024	Claims	3	38302	Iworq Systems Inc	10,500.00	428
1662	04/10/2024	Claims	3	38303	Scott R Justesen	110.00	City of Stanwood
1663	04/10/2024	Claims	3	38304	Kitsap Tractor & Equipment	412.38	CITYO031
1664	04/10/2024	Claims	3	38305	Lenz Enterprises Inc	542.55	City of Stanwood; City of Stanwood; City Of Stanwood
1665	04/10/2024	Claims	3	38306	MyFleetCenter.com	69.47	City of Stanwood 167571
1666	04/10/2024	Claims	3	38307	National Barricade Co LLC	456.31	City of Stanwood
1667	04/10/2024	Claims	3	38308	National Trench Safety	153.02	City of Stanwood
1668	04/10/2024	Claims	3	38309	PUD Of Snohomish County *	14,027.93	200367373; 200633634; 200128742; 200142180; 200240505; 200738672
1669	04/10/2024	Claims	3	38310	Pitney Bowes Inc- Purchase Power	300.00	8000-9090-0519-5677
1670	04/10/2024	Claims	3	38311	Refund -CPI Plumbing, Heating, Cooling	559.17	City of Stanwood
1671	04/10/2024	Claims	3	38312	Ricoh USA, Inc-Maint	289.33	4250811; 4250811; 4250811; 4250811
1672	04/10/2024	Claims	3	38313	Ricoh USA, Inc.	821.00	1316669-3800642; 1316669-3800377; 1316669-3800327
1673	04/10/2024	Claims	3	38314	Charlee N Rowland	69.10	City of Stanwood
1674	04/10/2024	Claims	3	38315	Shred-it US JV LLC	68.69	1000283524
1675	04/10/2024	Claims	3	38316	David Sigmon	1,683.80	City of Stanwood
1676	04/10/2024	Claims	3	38317	Skagit Farmers Supply	170.33	135052; 135052; 135052; 135052
1677	04/10/2024	Claims	3	38318	Skagit Valley Publishing	909.48	48893; 48893; 48893; 48893; 48893; 48893; 48893; 48893
1678	04/10/2024	Claims	3	38319	Sno Co District Court	2,532.37	DCT34003; DCT34003
1679	04/10/2024	Claims	3	38320	Sno Co Public Works *	4,012.09	CR000024; CR000024; CR000024; CR000024; CR000024
1680	04/10/2024	Claims	3	38321	Sno Co Sheriff's Office - CB	3,386.74	91-6001368; 91-6001368
1681	04/10/2024	Claims	3	38322	Sno Co Sheriffs Office *	392,927.84	SSH00001; SSH00001
1682	04/10/2024	Claims	3	38323	Snohomish County 911	8,553.31	City of Stanwood
1683	04/10/2024	Claims	3	38324	Snohomish County Treasurer	12.83	City of Stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1684	04/10/2024	Claims	3	38325	Stanwood Ace Hardware #14901	630.54	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
1685	04/10/2024	Claims	3	38326	Stanwood City Utility	5,095.88	5333; 5334; 4962; 3439; 3184; 2965; 2964; 2886; 2749; 2688; 1075; 1674; 2741
1686	04/10/2024	Claims	3	38327	Stilly Auto Parts Napa	23.01	27197
1687	04/10/2024	Claims	3	38328	US Bank Na Custody/ Treas Div- Money Ctr	115.00	777221717
1688	04/10/2024	Claims	3	38329	Unum Life Insurance	88.40	City of Stanwood
1689	04/10/2024	Claims	3	38330	Utilities Underground Loc	93.72	134200
1690	04/10/2024	Claims	3	38331	Verizon Wireless	2,361.86	742373248-00001; 372541731-00001
1691	04/10/2024	Claims	3	38332	WA St Treasurer	1,453.10	City of Stanwood
1692	04/10/2024	Claims	3	38333	Western Exterminator Company	506.95	683591; 683591; 683591
1693	04/10/2024	Claims	3	38334	Zipty Fiber	1,449.02	360-629-4907-072497-5; 206-188-0411-053105-5

001 General Fund	633,277.85
101 Street Fund	41,104.49
104 Park And Trail Improvement Fund	3,657.30
401 Sewer Fund	97,189.75
410 Drainage Fund	27,026.76
411 Drainage Construction Fund	5,500.00
421 Water Fund	86,469.86
422 Water Construction Fund	18,828.84
630 Agency Fund	263.00

* Transaction Has Mixed Revenue And Expense Accounts

Claims:	511,799.03
Payroll:	401,518.82

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: 4/16/2024
~~X~~ Deputy Finance Director

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b
DATE: April 25, 2024
SUBJECT: City Council Meeting Minutes – April 11, 2024
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Meeting Minutes

SUMMARY STATEMENT

The City Council meeting minutes for April 11, 2024, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE APRIL 11, 2024, CITY COUNCIL MEETING MINUTES AS PRESENTED".

CITY OF STANWOOD
Regular Meeting of the City Council
April 11, 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 Shepro led the Pledge of Allegiance.

2. Roll Call

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

*Motion by Councilmember Robb, second by Councilmember Gaumond, to excuse Councilmember Tim Schmitt. **Motion carried unanimously.***

Also present: City Administrator Shawn Smith, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Fire Chief John Cermak, Police Chief Jason Toner, Police Sgt. Kore Oyetuga, City Attorney Nikki Thompson, City Engineer/Capital Projects Manager Alan Lytton, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

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

4. Presentation

No presentations.

5. Public Comments

<u>Name:</u>	<u>City:</u>	<u>Topic:</u>
Kristi Bell	Stanwood	Requested an answer for her question from the 3/28/24 meeting regarding if staff can quantify the state's growth requirement.

6. Staff / Department Report

Police Compstat Report – March

Bergman asked who organizes the Blue Bridge Alliance. Chief Toner said it is organized out of Southeast Washington (Tri-Cities area), it's a good program and he wanted to get the word out to get our community involved. Citizen can also donate to the program.

Shepro asked for an update on the Citizen Patrol. Chief Toner answered it was put on pause during the remodel, hoping to start again next week. There are two citizens fully trained and two more applicants have been approved. Still looking for more volunteers.

The Mayor asked for clarification on the suicide stat. Chief Toner said the suicide stat is for those types of calls that come in, if there was a suicide, it would be under the death stat.

7. Council Committee Reports

- a. Finance Committee Meeting Minutes – March 28, 2024
- b. Public Works Committee Meeting Minutes – April 1, 2024

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve City Council Regular Meeting Minutes – March 28, 2024
- c. Approve Second Leak Adjustment for Account 1936

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

9. Unfinished Business

No unfinished business.

10. Public Hearing:

No public hearing.

11. New Business

- a. Approve Final Acceptance of the Heritage Park Dog Park Project Completed by JTI Commercial Services

Lytton said the 1.2-acre dog park is completed. Council elected to include both the covered shelter and shade tree alternates. Two additional gates were added so the dog park can be accessible from the trail south of Heritage Park. Final cost of the project is \$99,897.60.

Hicks asked what will happen to the current small dog park. Lytton said staff is looking at redoing the park master plan, so they will know more once that is done.

Motion by Councilmember Hicks, second by Councilmember Shepro to approve final acceptance of the Heritage Park Dog Park project completed by JTI Commercial Services.

Motion carried unanimously.

- b. Authorize the Mayor to Sign Paving Contract with Konnerup Construction, Inc.

Lytton said the City received nine (9) bids for the overlay project, Konnerup Construction was low bidder. This project will be partially funded with TIB funds.

Council discussed and asked questions.

Motion by Councilmember Metz, second by Councilmember Hicks to authorize the Mayor to sign a contract with Konnerup Construction for the 284th & 72nd Overlay project in the amount of \$624,043.50 and authorize a \$62,404.00 construction contingency.

Motion carried 5 yes, 0 no, 1 abstained (Councilmember Shepro).

- c. Approve First Reading of Ordinance 1528 Title 7 - Health, Sanitation and Nuisances

Love said this is the 12th amendment to the Municipal Code since the start of the project. Love explained the four major policy issues within this ordinance: garbage collection, placement of garbage cans, graffiti, and construction noise hours.

Council discussed, asked questions, and suggested changes to the proposed language.

Motion by Councilmember Robb, second by Councilmember Hicks to accept the first reading of Ordinance 1528 as set forth in attachment A and to proceed with the second reading.

Motion carried unanimously.

d. Approve First Reading of Ordinance 1529 Title 8 - Animal Control

Love explained that the original Title 8 in the municipal code is a series of sections, not broken out by chapters or categories making it very confusing. The proposed Title 8 has been broken out into 12 logical chapters. There are three policy issues that need discussion: keeping of nontraditional animals as pets and livestock, dangerous dog bond or insurance amount, and beekeeping.

Council discussed, asked questions, and suggested changes to the proposed language.

Motion by Councilmember Gaumond, second by Councilmember Metz to accept the first reading of Ordinance 1529 as set forth in attachment A and to proceed with the second reading.

Motion carried unanimously.

12. Public Closing Comments:

<u>Name:</u>	<u>City:</u>	<u>Topic:</u>
Kristi Bell	Stanwood	Title 8 beekeeping recommendations.
Joyful Bell	Stanwood	Title 7 garbage can placement on driveway.

13. Executive/Legislative Reports

a. Mayor's Report

- Snohomish County Cities Meeting and Dinner is Thursday, April 18th.
- Will be attending the ribbon cutting for Hotworx on April 12th at 2:00 pm.
- Fireworks ordinance public hearing is on the April 25, 2024, City Council Agenda.
- There is a Council Special Workshop on May 9, 2024, at 5:00 pm.

b. City Administrator Report

c. Councilmember's Report/Questions

- Bergman agreed with Kriti Bell's comment regarding beekeeping.
- Shepro said while reading Title 8, he saw both terms pig and swine being used and wanted to know the difference, so he looked up the definition of swine, it said politician.
- Hicks is looking forward to seeing everyone at Hotworx tomorrow, he's used the facility and it's fun. Did some research on bees, they are not endangered yet, but we are losing a lot of bees.
- Metz said garbage cans on narrow streets block the streets, garbage cans on the sidewalks block the sidewalks, so just ban garbage!

14. Recess to Executive Session

No executive session.

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:25 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c
DATE: April 25, 2024
SUBJECT: Utility Account Second Adjustment—Account 2716
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 2716 in the amount of \$358.05.

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 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:	\$ 358.05	Project Estimate:	\$ -
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends Council authorize the Finance Director to approve a second utility bill adjustment in the amount of \$358.05.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. The City council may authorize a second utility bill leak adjustment in the amount of \$358.05
2. The City council may choose not to authorize a second utility bill adjustment in the amount of \$358.05.
3. The City council may choose 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 2716 IN THE AMOUNT OF \$358.05.”

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: 8d

DATE: April 25, 2024

SUBJECT: Snohomish County Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Draft Interlocal Agreement

PURPOSE

The purpose of this agenda item is for Council to authorize the Mayor to sign the attached Snohomish County Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement.

SUMMARY

Snohomish County Council implemented a 0.1 percent sales tax as authorized by HB 1590 to fund affordable housing and behavioral health capital investments in the County and adopted an affordable and supportive housing tax credit fund per SHB 1406. These funds must be used for affordable housing and behavioral health facilities creation, operations and maintenance and associated services.

ANALYSIS

Using taxes received from the sales tax and housing tax credit, the County Council approved the Housing and Behavioral Health Capital Fund. These funds are intended to be distributed through a competitive grant process. Grant applications will be submitted to the County and reviewed similarly to the existing Community Development Block Grant process.

- County wide call for grant applications;
- Technical Advisory Committee reviews the applications with County staff support. The TAC consists of 30 members consisting of local governments and community representatives;

- Policy Advisory Board reviews the TAC's recommendation and forwards their recommendation to the County Council. The PAB includes 9 members consisting of three County Council members, a representative of the County Executive's office, 4 representatives from cities of varying size and a chairperson selected from the other eight member; and
- Snohomish County Council make the final funding awards.

Snohomish County has sent the ILA to all cities within Snohomish County for review and signature. The City Attorney has reviewed the ILA and has approved it for signature by the Mayor.

Fiscal Impact
No direct financial impact.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council authorize the Mayor to sign the ILA.

Committee/Board Recommendation:

The Community Development Committee reviewed the ILA on April 4, 2024 and recommended that the agreement be forwarded to the Council for acceptance.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement.
2. Request changes to Interlocal Agreement.
3. Reject the Interlocal Agreement.

PROPOSED MOTION

"I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE AFFORDABLE HOUSING AND BEHAVIORAL HEALTH CAPITAL FACILITIES INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY."

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE LOCAL AGENECIES OF ARLINGTON, BRIER, BOTHELL,
DARRINGTON, EDMONDS, EVERETT, GOLD BAR, GRANITE FALLS,
INDEX, LAKE STEVENS, LYNNWOOD, MARYSVILLE, MILL CREEK,
MONROE, MOUNTLAKE TERRACE, MUKILTEO, SNOHOMISH,
STANWOOD, SULTAN, AND WOODWAY FOR THE PURPOSE OF
CREATING AN AWARD PROCESS FOR TAX REVENUES FROM
CHAPTERS 4.122 AND 4.126 SNOHOMISH COUNTY CODE**

This Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement (“Agreement”) is made and entered into by the Snohomish County, a political subdivision of the State of Washington (“County”), and the Local Agencies of Arlington, Brier, Bothell, Darrington, Edmonds, Everett, Gold Bar, Granite Falls, Index, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, Sultan, and Woodway (collectively the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the Washington State Legislature passed Substitute House Bill (SHB) 1406, which was signed into law as Chapter 338, Laws of 2019, and codified at RCW 82.14.540; and

WHEREAS, RCW 82.14.540 authorizes counties to impose a sales tax for acquisition, rehabilitation or construction of affordable housing or new units of affordable housing within an existing structure or facility providing supportive housing services; operating and maintenance costs for new affordable or supportive housing, rental assistance for tenants, and administration; and

WHEREAS, the Snohomish County Council passed Ordinance 19-0621 imposing a sales and use tax to provide for affordable housing and supportive housing, creating the affordable and supportive housing sales tax credit fund, and adding new chapter 4.122 to Snohomish County Code; and

WHEREAS, the Washington State Legislature in 2020 passed HB 2019, signed into law as Chapter 222 Laws of 2020, and codified at RCW 82.14.530; and

WHEREAS, the Washington State Legislature in 2021 amended RCW 82.14.530; and

WHEREAS, RCW 82.14.530 authorizes counties to impose a sales tax for acquisition and construction of affordable housing, which may include emergency, transitional and supportive housing, and new units of affordable housing within an existing structure, or acquiring and constructing behavioral health-related facilities or land acquisition for these purpose or funding

operations and maintenance cost of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers; and

WHEREAS, Snohomish County Council passed Ordinance 21-098, imposing a one-tenth of one percent sales tax for affordable housing and behavioral health and adding a new chapter 4.126 to Snohomish County Code; and

WHEREAS, on December 13, 2023, by Amended Motion No. 23-0492, the Snohomish County Council approved the 2023 Housing and Behavioral Health Capital Fund Investment Plan (“Investment Plan”); and

WHEREAS, the Investment Plan was developed to inform decision-making with regard to the use of 1406 and 1590 funds to address housing affordability and behavioral health challenges identified by the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose of this Agreement.** The purpose of this Agreement is to create a funding recommendation process for revenues from the taxes imposed by chapters 4.122 and 4.126 Snohomish County Code.
2. **Term.** This Agreement will become effective upon full execution by the County and whichever Local Agency first signs this Agreement and after posting on the County’s Interlocal Agreements website. Thereafter, this Agreement will be effective as to additional Local Agencies if and when such Local Agency executes this Agreement and either files the Agreement with the County Auditor or posts it on the Local Agency’s Interlocal Agreements web site. This Agreement will remain in full force and effect unless terminated in writing pursuant to Section 11(n).
3. **Policy Advisory Board.**
 - a. The Policy Advisory Board as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall advise the County Executive and County Council on the planning, administration, and expenditure of funds from the taxes imposed in chapters 4.122 and 4.126 Snohomish County Code in conformance with the Investment Plan.

- b.** Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

4. Technical Advisory Committee.

- a.** The Technical Advisory Committee as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall review applications and make recommendations regarding projects to be funded to the Policy Advisory Board.
- b.** To the extent possible, the individuals appointed to serve on the Affordable Housing and Behavioral Health Capital Facilities Technical Advisory Committee shall be the same individuals as those appointed to serve on the Urban County and Affordable Housing Technical Advisory Committee, with the addition of one (1) seat for the City of Everett, to be appointed by the City of Everett
- c.** Process for recommendations
 - i.** The Technical Advisory Committee will review, score and rank applications and make recommendations for funding to the Policy Advisory Board.
 - ii.** The Policy Advisory Board will review Technical Advisory Committee recommendations and make recommendations to the County Council.
 - iii.** The County Council will review recommendations for funding and determine which projects shall receive funds and amounts thereof.

5. County Obligations.

- a.** Snohomish County assumes full decision-making authority, including final funding award selections and policy making.
- b.** Awards of all funds will be administered by County.
- c.** The County will coordinate all activities necessary for the Policy Advisory Board and Technical Advisory Committee to fulfill their obligations under this agreement.

6. Local Agency Obligations. Each Local Agency shall:

- a.** Fulfill obligations according to Sections 3 and 4 of this Agreement.
- b.** Keep appointments to the TAC and PAB up to date, pursuant to TAC and PAB bylaws.

c. Notify the County Administrator of any changes to TAC and PAB appointments.

7. **Budget and Compensation.** The Parties do not anticipate any costs to this Agreement. Funds from taxes imposed by chapter 4.122 and 4.126 Snohomish County Code shall be used to fund the projects recommended by TAC/PAB and approved by the Snohomish County Council.

8. **Indemnification and Hold Harmless.**

a. Subject to the liability limitation stated in Section 9 of this Agreement, each Local Agency agrees to indemnify, protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Local Agency, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the Local Agency, except for those arising out of the sole negligence of the County.

b. Subject to the liability limitation stated in Section 9 of this Agreement, The County agrees to indemnify, protect, defend and hold harmless the Local Agency, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the County, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the County, except for those arising out of the sole negligence of the Local Agency.

c. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 8A and B above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

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

9. **Limitation of Liability** In no event will County or any Local Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the

performance of the County or any Local Agency under this Agreement, even if the County or Local Agency has been advised of the possibility of such damages.

10. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part of the indemnified party(s).

11. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.
- b. **No Separate Entity Necessary/Created.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.
- d. **Administrators.** Each Party to this Agreement shall designate an individual (an “Administrator”), which may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The Parties’ initial Administrators shall be the following individuals:

County’s Initial Administrator:	Jackie Anderson, Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201
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City of Arlington’s Initial Administrator:	Don Vanney, Mayor 238 N. Olympic Avenue Arlington, WA 98223
--	---

City of Bothell’s Initial Administrator:	Mason Thompson, Mayor 18415 101 st Avenue NE
--	--

	Bothell, WA 98011
City of Brier's Initial Administrator:	Dale Kaemingk, Mayor 2901 228 th St. SW Brier, WA 98036
Town of Darrington's Initial Administrator:	Dan Rankin, Mayor 1005 Cascade St. P.O. Box 937 Darrington, WA 98241
City of Edmond's Initial Administrator:	Mike Rosen, Mayor 121 5 th Avenue N. Edmonds, WA 98020
City of Everett's Initial Administrator:	Cassie Franklin, Mayor 2930 Wetmore Avenue Everett, WA 98201
City of Gold Bar's Initial Administrator:	Steve Yarbrough, Mayor 107 5 th Street Gold Bar, WA 98251
City of Granite Falls' Initial Administrator:	Matt Hartman, Mayor 215 Granite Avenue P.O. Box 1440 Granite Falls, WA 98252
Town of Index's Initial Administrator:	Bruce Albert, Mayor 511 Avenue "A" Index, WA 98256
City of Lake Steven's Initial Administrator:	Brett Gailey, Mayor 1812 Main Street P.O Box 257 Lake Stevens, WA 98258
City of Lynnwood's Initial Administrator:	Christine Frizzell, Mayor 19100 44 th Avenue W Lynnwood, WA 98036
City of Marysville's Initial Administrator:	Jon Nehring, Mayor 501 Delta Avenue

Marysville, WA 98270

City of Mill Creek's Initial Administrator: Brian Holtzclaw, Mayor
15728 Main Street
Mill Creek, WA 98012

City of Monroe's Initial Administrator: Geoffrey Thomas, Mayor
14841 179th Avenue SE
Monroe, WA 98272

City of Mountlake Terrace's Initial Administrator: Kyoko Matsumoto-Wright, Mayor
23204 58th Avenue W
Mountlake Terrace, WA 98043

City of Mukilteo's Initial Administrator: Joe Marine, Mayor
11930 Cyrus Way
Mukilteo, WA 98275

City of Snohomish's Initial Administrator: Linda Redmond, Mayor
116 Union Avenue
P.O. Box 1589
Snohomish, WA 98291-1589

City of Stanwood's Initial Administrator: Sid Roberts, Mayor
10220 270th Street NW
Stanwood, WA 98292

City of Sultan's Initial Administrator: Russell Wiita, Mayor
319 Main Street
P.O. Box 1199
Sultan, WA 98294-1199

Town of Woodway's Initial Administrator: Mike Quinn, Mayor
23920 113th Place W
Woodway, WA 98020

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

- e. Interpretation.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the

language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

- f. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- g. No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a Party of any particular Default constitute a waiver of any other Default or any similar future Default.
- h. Assignment.** This Agreement shall not be assigned, either in whole or in part, by either of the Parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- i. Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.
- j. No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.
- k. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Local Agency and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.
- l. Compliance with Applicable Law.** Each Party shall comply with all other applicable federal, state and local laws, rules and regulations in performing under this Agreement.
- m. Changes.** No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.

- n. Termination.** The County may terminate this agreement by providing written notice to the other parties of its intention to terminate. Such termination shall become effective 30 days after such notice has been served to the Parties, or such later time as is stated in the notice. Any other party may terminate this agreement as to that Party by providing written notice to the County of its intention to terminate. Such termination shall become effective 30 days after such notice has been served, or such later time as is stated in notice. Termination by a Party other than the County shall not affect the terms of this agreement as to the other Parties.
- o. Public Records.** All records related to this Agreement shall be available for inspection and copying under the provisions of the Washington Public Records Act, chapter 42.56 RCW (“PRA”), subject to any exemptions or limitations on disclosure. Each Party shall respond to public records requests received by that Party.
- p. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties execute this Agreement this _____ day of _____, 20____.

CITY OF ARLINGTON

ATTEST:

DON VANNEY

BY

MAYOR

TITLE

CITY OF BOTHEL

ATTEST:

MASON THOMPSON

BY

LINDA REDMOND

BY

MAYOR

TITLE

CITY OF STANWOOD

ATTEST:

BY

SID ROBERTS

TITLE

MAYOR

ATTEST:

CITY OF SULTAN

BY

RUSSELL WIITA

TITLE

MAYOR

ATTEST:

TOWN OF WOODWAY

BY

MIKE QUINN

TITLE

MAYOR

SNOHOMISH COUNTY

County Executive

RECOMMENDED FOR APPROVAL:

Approved as to Form only:

Wendling,
Rebecca

Digitally signed by
Wendling, Rebecca
Date: 2024.04.05
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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e
DATE: April 25, 2024
SUBJECT: Appointment of Planning Commission Member
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Planning Commission Application by Gabrielle Braley

PURPOSE

The purpose of this agenda item is for Council consideration and appointment of Gabrielle Braley to the Stanwood Planning Commission.

BACKGROUND

The Planning Commission is a seven (7) member board that meets once a month to review Comprehensive Plan Amendments, Ordinances, and some commercial development projects. The Planning Commission acts as an advisory board to the City Council.

At least five members of the Planning Commission shall reside within the corporate limits of the City of Stanwood. Two members of the Commission may be residents of either the urban growth area, or individuals representing a Stanwood business or Stanwood area community based nonprofit organization that has a location in the City. Members of the Commission shall serve a term of five years and may be reappointed for additional five-year terms by the mayor with approval of the city council.

Currently six members of the Commission live within the City limits.

ANALYSIS

The Stanwood Mayor is responsible for recommending appointments to various City boards and commissions when terms expire, or a vacancy occurs. Gabrielle Braley has lived in Stanwood since 1995 and comes to the City with extensive business, financial management, and real estate experience. She has a passion for architecture and city planning and has served as a volunteer on several local boards, including the Candle Ridge HOA, Stanwood Co-Op Preschool, Twin City Elementary PTA and MountainCrest Credit Union Supervisory Committee and Board of Directors.

Fiscal Impact			
No fiscal impact associated with this action.			
Fund(s):			
Amount:	\$ -	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Mayor Roberts recommends appointing Gabrielle Braley to Position 6 of the Stanwood Planning Commission ending December 31, 2024, with the intent to renew the expiring term at the end of the year.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

- 1) Appoint Gabrielle Braley to the Planning Commission.
- 2) Do not appoint Gabrielle Braley to the Planning Commission at this time.

PROPOSED MOTION

“I MOTION TO APPOINT GABRIELLE BRALEY TO POSITION 6 OF THE PLANNING COMMISSION FOR THE REMAINING UNEXPIRED TERM ENDING ON DECEMBER 31, 2024.”

ATTACHMENT A

April 10, 2024

Gabrielle Braley
Stanwood, WA 98292

Mayor Sid Roberts
City of Stanwood

RE: Letter of Interest for vacant Planning Commission position

I am sending this letter to express my interest in filling the vacant position on the Planning Commission of the city of Stanwood.

I have been a Stanwood resident since 1995 and greatly enjoyed living in our wonderful little community and watching it grow. It is my sincere interest that the city of Stanwood continues its growth while adding quality of life for its residents, opportunities for business owners and protection and preservation of our unique environment.

My professional background includes banking and finance as well as real estate sales and residential property management. After staying home to raise my daughters, I recently returned to work in the Stanwood-Camano School District where I am currently working as a secretary at Stanwood Middle School.

As I have had a lifelong passion for architecture and city planning I know that I would greatly enjoy serving on the Planning Commission. In the past I have served on several volunteer boards, including Candle Ridge HOA, Stanwood Co-Op Preschool, Twin City Elementary PTA and MountainCrest Credit Union Supervisory Committee and Board of Directors.

I kindly ask for your consideration in filling this committee position. I can provide references upon request.

Sincerely,

Gabrielle Braley

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 10
DATE: April 25, 2024
SUBJECT: Fireworks Code Amendment
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Ordinance 1531 - Fireworks
B – Public Comments

PURPOSE

The purpose of this agenda item is for Council review and acceptance of the first reading of Ordinance 1531, limiting the days and times when fireworks can be legally discharged within City limits.

SUMMARY

The City of Stanwood has initiated an amendment to the Stanwood Municipal Code to limit the days and times when fireworks can be legally discharged within City limits. Amendments to SMC 9.42.030, which governs the discharge of fireworks, restricts the discharging of fireworks to two days per year:

- 9 am to 12 midnight on July 4th; and
- 6 pm on December 31 until 1 am on January 1 for New Year's celebrations.

These amendments are being proposed to address safety concerns, noise pollution, and potential fire hazards associated with fireworks usage.

BACKGROUND

In February of 2023, the Stanwood City Council adopted Resolution 2023-04 requesting the Snohomish County Auditor to place an advisory measure on the November 2023 ballot regarding whether to prohibit fireworks in the city. The November 7, 2023, advisory vote language read as follows:

“Should the Stanwood City Council prohibit fireworks within the City limits of Stanwood?”

Yes _____
No _____

The advisory vote resulted in 58.26% of the voters, voting in favor of banning fireworks in Stanwood. A copy of the final election results tabulated by Snohomish County is shown below.

City of Stanwood Proposition No. 1 (Vote for 1)

2005 ballots (1 over voted ballots, 1 overvotes, 42 undervotes), 5346 registered voters, turnout 37.50%

Yes	1143	58.26%
No	819	41.74%
Total	1962	100.00%
Overvotes	1	
Undervotes	42	

In early February the City Council considered the results of the ballot measure at a workshop where they had a lengthy discussion on the pros and cons of banning fireworks in the city. Discussion points included:

- Low voter turn-out and if it accurately reflects the desires of the larger community;
- Logistical and enforcement challenges with a total fireworks ban;
- Snohomish County and surrounding Tribes allowing fireworks;
- Adopting a partial ban;
- Bring back the city firework show;
- The impact to our military veterans and animals;
- Property damage and fire risks from fireworks;
- Celebration of our nation's history and traditions; and
- Potential loss of revenue to community groups that sell fireworks for a fund raiser.

After their discussion they directed staff to bring forward an ordinance for further discussion.

ANALYSIS

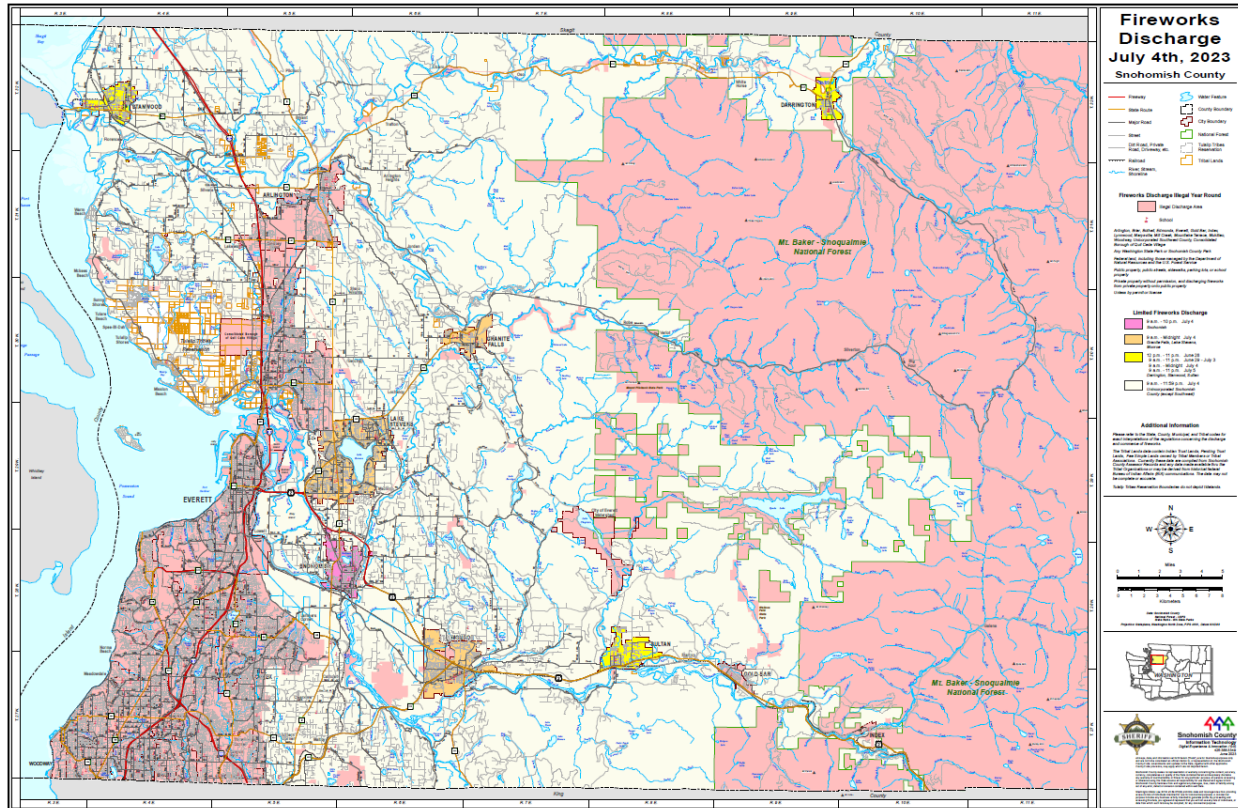
There were a mix of Council options on how best to regulate fireworks, but the majority supported some type of partial ban by reducing the number of days that fireworks can be discharged in the City. Attached is a draft ordinance that limits the discharging of fireworks to two days a year: 4th of July and New Year's Eve.

Use and Discharge of Fireworks

Existing Code: 9 Days	Proposed Code: 2 Days
12 noon – 11 pm on June 28	9 am – 12 midnight on July 4
9 am – 11 pm from June 29 – July 3	6 pm on Dec. 31 – 1 am on January 1
9 am – 12 midnight on July 4	
9 am – 11 pm on July 5	
6 pm on Dec. 31 – 1 am on January 1	

The draft ordinance maintains the number of days that fireworks can be sold in the City thereby not affecting the potential sales by local charities.

The map below shows a comparison of how other cities in Snohomish County manage fireworks, as of July 4th, 2023.



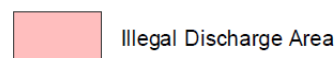
As the map can be hard to read, the color-coded index has been enlarged and provided to the side. This map only shows use of fireworks on the 4th of July, not New Year's Eve.

All of the cities in the SW County ban fireworks.

Darrington, Stanwood and Sultan follow the provisions of the State RCW's (Revised Code of Washington).

Snohomish, Granite Falls, Lake Stevens, Monroe and portions of Unincorporated Snohomish County limit the hours fireworks can be discharged on the 4th of July.

Fireworks Discharge Illegal Year Round



Illegal Discharge Area

Limited Fireworks Discharge

-  9 a.m. - 10 p.m. July 4
Snohomish
-  9 a.m. - Midnight July 4
Granite Falls, Lake Stevens, Monroe
-  12 p.m. - 11 p.m. June 28
9 a.m. - 11 p.m. June 29 - July 3
9 a.m. - Midnight July 4
9 a.m. - 11 p.m. July 5
Darrington, Stanwood, Sultan
-  9 a.m. - 11:59 p.m. July 4
Unincorporated Snohomish County (except Southwest)

In Skagit County, Mount Vernon allows fireworks on 4th of July between 12 pm and Midnight. Sedro Woolley allows fireworks on 4th of July between 9 am and 11 pm.

It should be noted, any changes to the fireworks ordinance will take effect five days after its passage and publication as required by law, but execution of the ordinance restricting the hours that fireworks can be discharged will not take effect until one (1) year after passage.

Fiscal Impact
No direct financial impact.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council accept the first reading of the proposed amendments and proceed to the second reading.

Committee/Board Recommendation:

None; this is a full Council discussion item.

CITY COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1531 adopting a partial ban on the use of fireworks in the City of Stanwood.
2. Request changes to Ordinance 1531 and direct staff to address specific Council issues or concerns prior to Council reconsideration the ordinance.

PROPOSED MOTION

I MOVE TO ACCEPT THE FIRST READING OF ORDINANCE 1531 AS SET FORTH IN ATTACHMENT “A” AND TO PROCEED WITH THE SECOND READING.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1531

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE CHAPTER 9.42 FIREWORKS, TO LIMIT THE NUMBER OF DAYS THAT FIREWORKS ARE ALLOWED TO BE DISCHARGED AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Stanwood currently allows the use and discharge of fireworks to celebrate Independence Day for 9 days from June 28 - July 5; and

WHEREAS, Stanwood currently allows the use and discharge of fireworks to celebrate New Year's Eve on December 31 through 1 am on January 1; and

WHEREAS, allowing the use and discharge of fireworks for 10 days a year is disruptive to pets and many members of the community; and

WHEREAS, allowing the use and discharge of fireworks for 10 days a year poses an increased fire risk to the community; and

WHEREAS, the City Council recognizes that fireworks are a traditional way to celebrate Independence Day and New Year's Eve;

WHEREAS, the Council also recognizes risk and consequences of the discharge of consumer fireworks may be detrimental to the public health, safety and welfare of its residents; and

WHEREAS, the Stanwood City Council desires to limit the number of days allowing the discharge of firework; and

WHEREAS, the Responsible Official has determined that the ordinance limiting the number of days that fireworks are allowed to be discharged in the City is exempt from the State Environmental Policy Act (SEPA) under administrative actions containing no substantive standards respecting use or modification of the environment per WAC 197-11-800(19), Procedural Actions;

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

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

WHEREAS, the City Council also has the authority under RCW Chapter 70.77 to restrict when fireworks are sold or used within the City.

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

Section 1. Code Revisions. Stanwood Municipal Code Chapter 9. 42, Fireworks, is amended as provided in Exhibit “A” attached to this ordinance and incorporated herein by reference as if set forth in full.

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

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

Section 4. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law and execution of the ordinance restricting the hours that fireworks can be discharged will not take effect until one (1) year after passage.

PASSED and APPROVED this ____ day of _____, 2024.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A

Stanwood Municipal Code Chapter 9.42 - Fireworks

9.42.010 Adoption by Reference

The following provisions of the Revised Code of Washington as presently constituted or hereinafter amended are adopted by reference:

RCW 70.77.485, Unlawful possession of fireworks – Penalties.

RCW 70.77.488, Unlawful [reckless] discharge or use of fireworks – Penalty.

RCW 70.77.510, Unlawful sales or transfers of display fireworks – Penalty.

RCW 70.77.515, Unlawful sales or transfers of consumer fireworks – Penalty.

RCW 70.77.520, Unlawful to permit fire nuisance where fireworks kept – Penalty.

RCW 70.77.540, Penalty.

RCW 70.77.545, Violation a separate, continuing offense.

9.42.020 Purchase and sales.

(1) It is unlawful to sell or purchase consumer fireworks within the city of Stanwood except during the following times:

- (a) From 12:00 noon to 11:00 p.m. on June 28th;
- (b) From 9:00 a.m. to 11:00 p.m. on each day from June 29th through July 4th;
- (c) From 9:00 a.m. to 9:00 p.m. on July 5th; and
- (d) From 12:00 noon to 11:00 p.m. on each day from December 27th through December 31st.

(2) It is unlawful to sell fireworks without a valid license issued per Chapter 5.04 SMC.

(3) A violation of this section is a class 1 civil infraction.

9.42.030 Use and discharge.

(1) It is unlawful to use or discharge consumer fireworks within the city of Stanwood except during the following times:

- ~~(a) From 12:00 noon to 11:00 p.m. on June 28th;~~
- ~~(b) From 9:00 a.m. to 11:00 p.m. on each day from June 29th to July 3rd;~~
- (c) From 9:00 a.m. to 12:00 midnight on July 4th;
- ~~(d) From 9:00 a.m. to 11:00 p.m. on July 5th;~~

(e) From 6:00 p.m. on December 31st until 1:00 a.m. on January 1st of the subsequent year.

(2) This section does not apply to a public display of fireworks licensed per Chapter 5.04 SMC.

(3) A violation of this section is a class 2 civil infraction.

From: [Love, Patricia](#)
To: [Fedale, Scott V](#); [Lisa M. Sokolik](#)
Subject: RE: Fireworks Code Amendment
Date: Wednesday, April 10, 2024 1:57:45 PM
Attachments: [image002.png](#)

Thank you Scott. I will include your comment in the Council's packet materials.

I'm also forwarding your comment to our City Clerk who will send you email to the Council.

From: Fedale, Scott V <fedale@wsu.edu>
Sent: Wednesday, April 10, 2024 1:21 PM
To: Love, Patricia <Patricia.Love@ci.stanwood.wa.us>
Subject: Fireworks Code Amendment



CAUTION. This email originated from outside of this organization. Please exercise caution with links and attachments.

Patricia,

I would like to go on record in favor of the proposed amendment to the current Fireworks Code.

My address is 7110 280th Place NW in Stanwood.
Do I need to do anything else or is this email sufficient?

Thank you,
Scott Fedale
Fedale@wsu.ed

From: [Love, Patricia](#)
To: [Lisa M. Sokolik](#)
Subject: FW: Comment on Fireworks Code Amendment, Project Number: 24-0063
Date: Tuesday, April 16, 2024 7:09:25 AM
Attachments: [image001.png](#)

Here is another comment on the fireworks code amendment. I've saved it in the fireworks file. Please forward to the Council.

Thank you.

From: Bobbie Eldridge <bobula352@gmail.com>
Sent: Monday, April 15, 2024 4:32 PM
To: Love, Patricia <Patricia.Love@ci.stanwood.wa.us>
Subject: Comment on Fireworks Code Amendment, Project Number: 24-0063



CAUTION. This email originated from outside of this organization. Please exercise caution with links and attachments.

I am part of the 58% of Stanwood voters who voted in favor of a fireworks ban. I voted for a total ban. I did not vote for an amended code that still allows fireworks on the worst day of the eight that are now legal. It is beyond my understanding why the council would propose such an amendment when an overwhelming majority of their constituents are in favor of a total ban.

Please reject this proposed Fireworks Code Amendment and instead propose and approve the total ban that Stanwood voters want.

Bobbie Eldridge
7310 261st NW, Stanwood

From: [Lisa M. Sokolik](#)
To: [Lisa M. Sokolik](#)
Subject: FW: Fireworks Discussion
Date: Wednesday, February 7, 2024 2:52:27 PM
Attachments: [image002.png](#)

From: Tim Pearce <tpearce@graceacademy.net>
Sent: Wednesday, February 7, 2024 11:55 AM
To: robert.hicks@stanwoodwa.us; Dani Gaumond <Dani.Gaumond@stanwoodwa.org>; Marcus Metz <Marcus.Metz@stanwoodwa.org>; Darren Robb <Darren.Robb@stanwoodwa.org>; Steve Shepro <Steve.Shepro@stanwoodwa.org>; Andreena Bergman <Andreena.Bergman@stanwoodwa.org>; Tim Schmitt <Tim.Schmitt@stanwoodwa.org>; Lisa M. Sokolik <Lisa.Sokolik@ci.stanwood.wa.us>
Subject: Fireworks Discussion



CAUTION. This email originated from outside of this organization. Please exercise caution with links and attachments.

City Council Members,

I am sharing my thoughts with you on the local fireworks issue. I have given this much consideration, and here are a few points to consider.

The advisory vote needed to give a clearer picture of what the citizens want.
The

county limited our responses to “yes” or “no”. I have talked with citizens who voted “no,” who would be open to a partial ban, and those who voted “yes” are open to the same.

I suggest beginning with a partial ban. Shorten the number of days fireworks may

be used legally and limit the types of fireworks. Fireworks can always be banned outright in the future, but once you ban them, they will most likely never return.

The council should take the first steps to reduce calendar days and limit the

types

of fireworks. Then, give the change at least two years for people to get used to the changes and our police department to have a chance to adjust their monitoring of the situation.

Finally, whatever change you make should not go into effect until 2025. Our local

organizations will most likely already place their orders for the coming holiday. It would be a real burden on these good people to have purchased fireworks they cannot sell.

Thank you for your time and service,

Tim Pearce

Only by grace,

Timothy Pearce
Secondary Principal
Grace Academy



Educating for Life, Impacting for Eternity

Purpose: "Grace Academy impacts students by moving them toward knowledge and wisdom: educating from a biblical worldview for this life; evangelizing and equipping for eternal life."

Teach me Your way, O Lord; I will walk in Your truth; Unite my heart to fear Your name. Psalm 86:11

From: [Katrina Dohn](#)
To: [Clerk, City](#)
Subject: out-of-the-box thoughts and options on the fireworks debate
Date: Wednesday, February 28, 2024 8:54:40 PM
Attachments: [Oregon Articles - fireworks worse after ban - 2023.docx](#)
[Post Season Fire and Police Report - Tukwila - 2022.docx](#)
[Tukwila Officials Contact Info.docx](#)

Hello Stanwood Council Members,

I am writing to share some information and data that I hope will help encourage you to look at other alternatives in your fireworks decision, and to not go down the path of a fireworks ban. I have worked with many cities, and continue to be currently working with cities on finding the option that brings about the most peace and safety in a city around the 4th of July, and I welcome the opportunity to share with you as well.

Statistics clearly show that a fireworks ban simply does not work. Because we are surrounded by tribal land, we will always have fireworks. The question to be asked is how do we structure our city rules in the most effective manner to have less of the dangerous and loud items, as those are the ones that cause people stress and most often cause problems. Last summer, both Portland and Eugene, Oregon were in their first year of a ban. The articles published after the 4th of July shared how much WORSE fireworks were under a ban.

In contrast, in 2022, Tukwila, WA modified their ban, which had been in place for over 20 years to a Modified Fireworks Ban structure. In this structure, sale and use of ground-based fireworks are allowed. Any firework that goes up or goes boom is still illegal. Families are allowed to purchase ground-based items (fountains, snakes, novelty items, etc.). What happens under this structure is that most people will purchase fireworks from the closest, most convenient site. So, by offering the ones that statistics show almost never cause problems, you are in effect controlling what most people purchase, and giving less people a reason to go to tribal land where they either knowingly or unknowingly purchase the most problematic items. By allowing some items, you are reducing others, the ones you don't want. After the 2022 fireworks season, the police and fire chief did a joint report to city council. They both reported amazing positive results! The number of calls for service was the LOWEST it had been in over 20 years. The fire chief drove around that evening and saw families and neighborhoods enjoying safe celebrations. And, one of the best results was that \$45,000 was raised for non-profit groups who operated the sites as fundraisers! They are so happy with the change this brought to their community that they have asked me to tell other city councils that they are welcome to contact them to talk further. I have attached their contact information to this email if any of you would like to talk with them directly.

There are other ways to modify the structure of fireworks sales in a community. Some communities have shortened the sales time to 4 days instead of the state-allowed 7 days. That has worked well in limiting the time fireworks are accessible. This structure still allows non-profit groups to use this as a fundraiser, but in a shorter capacity.

In Washington State, we will always have fireworks, whether we enact bans in cities or not. What many folks don't realize is that the most dangerous items, the ones that cause the vast majority of fireworks stress and problems, are already banned (firecrackers, M-80s, lady fingers, bottle rockets, etc.). That ban is already in place statewide, regardless of what cities allow. Adding a city ban merely takes away the access to the items statistically shown to

rarely cause any issues. We will always have some of the fireworks people don't like because there will always be some people who go to get those. However, we can minimize the amount of people drawn out there where those are offered, thus minimizing the amount of stressful items that are brought into the city.

My goal is to help cities achieve the greatest peace possible, and in that vein, I implore you not to go down the path of a fireworks ban. I have yet to hear of a city who enacted a ban, and then was thrilled with the results. It simply doesn't happen. I have heard many cities sheepishly admit that the situation was worse after a ban, and I would love for you to not end up in that group.

I would love to encourage some specific steps that many cities have taken. Some options include:

1. Educating your residents. In all of my conversations around the state, I have found that very few people really understand the difference between legal and illegal fireworks, as well as the difference between tribal regulations and city regulations. They simply often aren't aware that the items they complain about are already illegal.
2. Consider changing what you allow in your city. You can choose what is available to your people by offering ground-based fireworks only. This is a win for people who don't like fireworks that go up or go boom, as they are illegal. It is also a win for those who want to enjoy some sort of family or neighborhood celebration and can do that by purchasing the items available in the city fireworks sales sites. Finally, it is a win for the non-profits that are able to raise money to keep doing the wonderful work they do in the community.
3. Consider shortening the amount of days fireworks are sold. 4 days allows non-profits to still sell, but is a good compromise on the length of time that fireworks are easily accessible.

I would be happy to talk with anyone who would like to explore this further. I have data, articles and examples I would be happy to share. You are welcome to reach me by email, text or phone. I would also be happy to come to a meeting if that would ever be helpful. I have become so very passionate about this unique challenge that cities face, and am willing to do whatever it takes to help cities arrive at a positive outcome.

Thank you for taking the time to explore this unique but very important issue in your city. I would love to partner with you in any way possible.

Katrina Dohn
206.355.9820
katrinadohn@gmail.com

To : Honorable Member of Stanwood City Council, February 12 2024

Subject: Total Ban of Fireworks inside Stanwood City Limits

Statement of Facts:

On Nov 7th 2023 an advisory vote was held. A majority vote FOR the prohibition of fireworks in Stanwood was recorded. WHY?

1. The former farmlands of North East Stanwood and Cedarhome have seen an exponential rise in densely sited homes well upwards of 9,900 people in 2.9 square miles – as compared with approx. 700 (1964) and 1,800 (1984) residents when the first allowances for personal back yard, street and sidewalk fireworks ordinances were adopted.
2. A more potent set of propellants exists today for aerial and ground, illegal and consumer missiles, along with the ability to fuse incendiary sets together without consequential intervention. No current effective act of city ordinance exists to prevent such higher risk pyrotechnic displays, by every homeowner and their non-resident guests in every yard.
3. Launching more intense fireworks, with longer durations, within 25 feet or less of homes and roofs, parked cars, school properties, over trees and parks at the height of our drier, hotter summers, on shared streets and sidewalks, and under power lines has created a critically unsafe environment in Stanwood for the week of June 28th through July 5th.
4. Storage of large purchases over these holidays, in residential garages and areas where other fuels and ignition sources are stored have been seen, as well as periodic firings of “leftover” incendiaries in days after permitted periods. Home and vehicles have been lost to this kind of homeowner negligence.
5. A greater density of missile debris, and a thicker haze of acrid atmospheric pollutants has been witnessed after multiple fireworks displays in our neighborhoods. Persistent, bioactive and toxic (PBTs) chemicals in fireworks are released and remain for long periods in both soil and aquatic environments disrupting food chains that our human and wild life are so dependent upon.
6. Concussive sound blasts over days and nights cause distress to sensitive populations and pets. Many are forced to leave their homes during the week of the 4th, leaving their homes unprotected from fires caused by unsafe use by a next door neighbor.
7. The dozens of cities, towns and unincorporated county areas that have enacted firework bans, made **more enforceable by issuing total bans**, have also included criminal citations, penalties, and seizures to support law enforcement and public safety. The work of city government is to promote **the common good** and then **educate** its citizens on the laws and ordinances it passes for the **prevention** of property loss and injury.

Finally, first responders and law enforcement have been impeded from effective control of unsafe and illegal use of fireworks by the lack of a city-wide total ban and clear penalties.

Our peace officers cannot enforce the laws that do exist, (See RCW's below) due to a permissive “tradition” of unchecked illegal and now excessive, more potent consumer pyrotechnics. Sharp and enforceable boundaries do not exist to support both the officer or the victim of unsafe firework use.

The longest standing patriotic tradition of celebrating the 4th of July with fireworks, in Stanwood (1870s) and across America, has always been a planned **communal** celebration, that then in the USA evolved into statewide **bans** of fireworks use **in any other setting** than a sanctioned municipal, professionally produced, insured display. Stanwood needs to find its way forward to these safer, saner conditions, **and** support our law officers.

Thank you for your selfless service as our city council, and for your time.

I am always available to share my eye witness accounts and photos of local damage or dangerous firework mishandling mentioned in the above reasons to support a total ban of personal fireworks in Stanwood.

Respectfully Submitted,

Elaine D. Commins

27750 70th Avenue NW

Stanwood WA. 98292

Addenda: Washington State Law also strongly states that activities which create a “fire nuisance” and are dangerous due to location or manner of discharge, or storage, of fireworks are unlawful:

RCW 70.77.488 Unlawful discharge or use of fireworks—Penalty.

It is unlawful for any person to discharge or use fireworks in a reckless manner which creates a substantial risk of death or serious physical injury to another person or damage to the property of another. A violation of this section is a gross misdemeanor. [1984 c249 § 37.]

RCW 70.77.410 Public displays not to be hazardous. All public displays of fireworks shall be of such a character and so located, discharged, or fired as not to be hazardous or dangerous to persons or property. [1961 c 228 § 59]

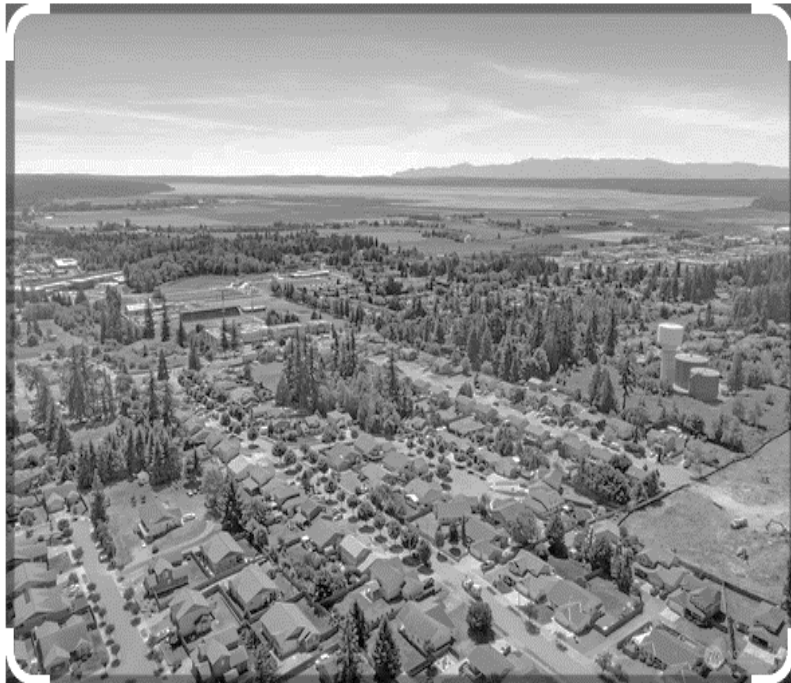
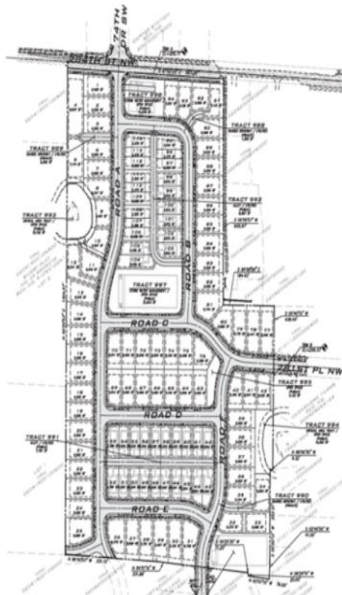
RCW 70.77.520 Unlawful to permit fire nuisance where fireworks kept—Penalty. It is unlawful for any person to allow any combustibles to accumulate in any premises in which fireworks are stored or sold or to permit a fire nuisance to exist in such a premises. A violation of this section is a misdemeanor. [2002 c 370 § 43; 1984 c 249 § 33; 1961 c 228 § 81.]

RCW 70.77.165 Definitions—“Fire nuisance.” “Fire nuisance” means anything or any act which increases, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as normal by persons in the public service of preventing, suppressing, or extinguishing fire; or which may obstruct, delay, or **hinder, or may become the cause of any obstruction, delay, or a hindrance to the prevention or extinguishment of fire.** [1961 c 228 §10.]

THEN: North East Stanwood and Cedarhome in the 1950s and 60s:



NOW: Densification of Developments in same areas. Homesites have much shorter ranges for firework missiles to be launched safely away from neighbors and parks.



THE CHEMISTRY OF FIREWORK POLLUTION

Fireworks displays can be spectacular, but they can also have some negative effects on the environment. Here we take a look at some of the issues.

PARTICULATE MATTER

PM₁₀

Particulate matter 10 micrometres or less in diameter

PM_{2.5}

Particulate matter 2.5 micrometres or less in diameter

Fireworks produce a lot of very small particles, which can remain suspended in the air for some time after the display. This significantly increases the concentration of particulate matter in the air. Inhalation of these particles can have adverse effects on the respiratory and cardiovascular systems.

METALS



Note: Lead (Pb) and chromium (Cr) are both banned in fireworks in the US and UK, but can still be found in some imported fireworks.

COLOURS

OTHER METALS

Metal compounds give fireworks their vivid colours and can also be present in oxidiser or mixtures. These metals persist in the environment. Small particles of toxic metals such as lead, chromium and antimony show increases in atmospheric concentrations in the days after fireworks displays.

PERCHLORATE POLLUTION



PERCHLORATE ION

Perchlorate concentration increase after a fireworks display in Albany, New York



0.11 µg/L

519 µg/L

Source: Fate of perchlorate in a man-made reflecting pond following a fireworks display in Albany, New York, USA. (Oen We and others, 2011, Environmental Toxicology and Chemistry 30, 11, 2449-2461).

Perchlorate compounds are used as oxidisers in some fireworks to aid the combustion reaction. These perchlorates can contaminate bodies of water near fireworks displays. Elevated concentrations of perchlorate in water can affect wildlife and it may also affect human health if it contaminates drinking water.

POLLUTING GASES



Fireworks lead to elevated levels of well-known polluting gases in the atmosphere. These gases include nitrogen dioxide and sulfur dioxide, which can cause respiratory problems, or exacerbate existing health problems such as asthma. They can also react in the atmosphere to form particulate matter.



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Some of the health and environmental impacts of fireworks shows. (Credit: Andy Brunning via a Creative Commons license)

Example of Public Safety Message to community. I observed firework rocket launching directly under and near both of these power grid facilities on my street last summer in Cedarhome.

To help keep you, your loved ones, and your community safe while celebrating, ask yourself these firework safety questions:

1. **Is there a power line nearby?** Only use fireworks in an open space where no power lines can be seen. Make sure there is absolutely no chance firework sparks or fireworks themselves can contact power poles or power lines. Fireworks can cause power lines to catch fire. If there is an accident involving fireworks contacting a power line, immediately call 9-1-1.

2. **Is there a big green box nearby?** Pad-mounted electrical equipment carries high voltages of electricity. Never touch, sit, or place objects on these green utility boxes. Do not use fireworks on or near pad-mounted electrical equipment.

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11

DATE: April 25, 2024

SUBJECT: Department of Ecology Grant for Raplee Site Investigation Work

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Grant Agreement

PURPOSE

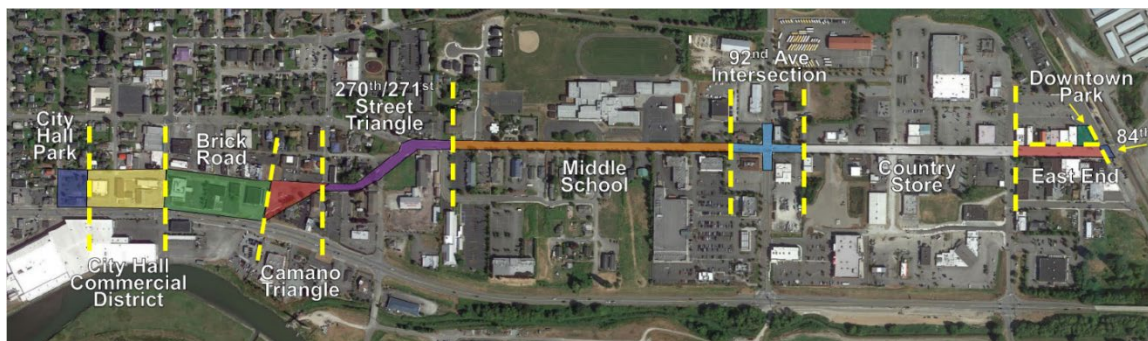
The purpose of this agenda item is for Council to authorize the Mayor to sign the attached grant agreement with the Department of Ecology for site investigation work on the Raplee property.

SUMMARY

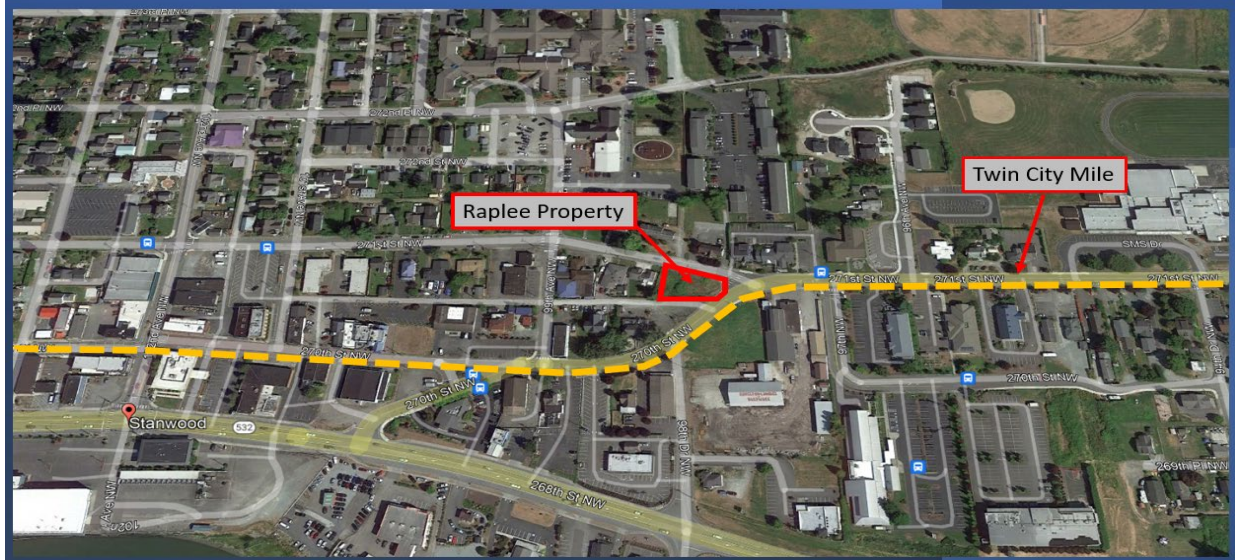
The purpose of the grant is to conduct additional site investigation studies on the Raplee property to obtain soil and water samples sufficient to prepare a cleanup options report with cost estimates. Based on the results of prior investigations, additional environmental investigation is needed to refine the type and extent of contamination on the property. Filling the data gaps would allow the City and Department of Ecology to determine the scope and funding needed to clean up the site and convert it to public use for the community's benefit.

BACKGROUND

The triangle property located at the confluence of 271st Street and 270th Street in downtown Stanwood is owned by Kathleen Raplee. This property has been identified as a strategic point along the Twin City Mile as it is the entry point into the west end and brick road.



Twin City Mile – Raplee Property



The Twin City Mile is a downtown revitalization project, elements of which include constructing gateways, reconfiguring travel lanes and parking, building wider sidewalks and plaza areas, building park areas, and installing street trees, art, and other curb appeal amenities to promote a vibrant economic center. The Twin City Mile has generated renewed local interest around redevelopment of the Raplee property to serve as a park and owner Kathleen Raplee has expressed interest in selling the property to the City and has signed a right-of-entry document giving the City access to the property. .

ANALYSIS

City staff and our consultant, Maul Foster and Alongi, submitted a funding request to the Department of Ecology to conduct additional environmental testing to better understand the level of on-site contamination. Ecology has approved the request and the attached grant in the amount of \$76,000.00 provides sufficient funding to address the contamination characterization data gaps and evaluate site cleanup options. This is the first step in potentially acquiring and cleaning up the site.

Acceptance of the grant poses no risk to the City at this time as there is no long-term commitment requirement to purchase the property during this phase of the project. Once the final reports are completed the City will need to make a “go / no go” decision about moving forward with a potential cleanup grant. Once the grant is accepted and signatures are obtained, the City Administrator will sign a task order with Maul Foster and Alongi to begin work.

The Community Development Committee has some concern that once the site is cleaned up that the owner could then sell the property to another party. Similarly, to the process used to clean up Depot Park, the process to purchase and cleanup a contaminated site takes time and multiple decisions. Below is the general approach that should be taken with the Raplee property to reduce risk to the City.

Step	Description	Level of Commitment
Step 1:	Accept the Department of Ecology Environmental Investigation Study Grant	Accept the Department of Ecology Grant with no long-term commitment for the City to purchase the property during this phase of the project.
Step 2:	Conduct Site Investigation Work	Site investigation work is completed, and the cleanup report is prepared. Once the final report is completed the City will need to make a “go / no go” decision about moving forward with potential cleanup grants and purchasing the property.
Step 3:	Work with Ecology or the Department of Commerce on Identifying potential Cleanup Grants	Identify grant sources and likelihood of obtaining such grants. Once again, the City would make a “go / no go” decision about moving forward with potential cleanup grants and purchasing the property. While the property owner is a willing seller, they have the option to change their mind at any time up to the City purchasing the property - if the City were to move forward with any cleanup grants.
Step 4:	City Purchases the Property	Purchase property prior to actual site cleanup. To qualify for the cleanup grants, the City would need to own the property resulting in no risk of the property being sold to another party after cleanup.
Step 5:	Cleanup Grant Award	The City would enter into a Voluntary Clean-Up Agreement with the Department of Ecology and the clean-up process would begin.
Step 6:	Park Implementation	Design, permit and build the new park per an updated Park Capital Improvement Project list.

The City Attorney has reviewed the grant and suggested one minor amendment to the Rights in Data clause (section 16). Ecology has responded that the grant language is written and approved by the state Attorney General's Office and any changes must be approved by them. Ecology has agreed to forward the requested language to them for review. If the City's language is rejected by the Attorney General, our City Attorney has stated that the State's language would be acceptable.

Fiscal Impact
No direct financial impact as this project is fully funded with grants with no match requirement.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council authorize the Mayor to sign the grant agreement in its current form or as revised and approved to form by the City Attorney.

Committee/Board Recommendation:

The Community Development Committee reviewed the grant on April 4, 2024, and recommended that the grant be forwarded to the Council for acceptance.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the grant agreement.
2. Request changes to grant agreement.
3. Reject the grant agreement.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE DEPARTMENT OF ECOLOGY RAPLEE SITE INVESTIGATION GRANT AGREEMENT IN ITS CURRENT FORM OR AS REVISED AND APPROVED BY THE CITY ATTORNEY.”



INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF STANWOOD

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the City of Stanwood hereinafter referred to as the "CITY" and "CONTRACTOR," pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

THE PURPOSE OF THIS AGREEMENT is to address contamination characterization data gaps and evaluate cleanup options for a contaminated Site located at 9816 271st Street Northwest in Stanwood, Washington (Snohomish County). Ecology identifies the Site as the "Raplee Property" with Cleanup Site ID (CSID) #5275. The Site is defined by Ecology as parcel 32032400405900 where the contamination originated (the Property) and any adjacent properties that have been impacted by the contamination.

WHEREAS, ECOLOGY has legal authority under RCW 70A.305 and CITY has legal authority RCW 35.21.730 that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

CITY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on the signature date of ECOLOGY and be completed by **June 30, 2025**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

State of Washington, Department of Ecology
IAA No. C2400XXX
Entity Name: City of Stanwood

3. COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

State funding will be utilized for this agreement. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$76,000.00, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work, Deliverables and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington
Department of Ecology
Toxics Cleanup Program
Attn: Angela Harkins
PO Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a monthly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5. ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7. ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11. GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2400XXX.
- d. Appendix A, *Statement of Work, Deliverables and Budget*.
- e. *Appendix B, Special Terms and Conditions*.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

15. RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound

Commented [AH1]: See second IAA version that City completed with requested changes

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reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18. SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional CONTRACTOR and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

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23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:

Name: Olu Akeroro
Address: PO Box 330316
Shoreline, WA 98133-9716
Phone: (206) 594-0116
Email: OAKE461@ecy.wa.gov

The CITY Representative is:

Name: Patricia Love
Address: 10220 270th Street NW
Stanwood, WA 98292
Phone: 360-454-5206
Email: patricia.love@ci.stanwood.wa.us

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24. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

State of Washington
Department of Ecology

By:

Signature Date

Barry Rogowski

Name

Toxics Cleanup Program Manager

Title

City of Stanwood

By:

Signature Date

Sid Roberts

Print Name

Mayor

Title

Commented [AH2]: Email address is Sid_roberts@ci.stanwood.wa.us

APPENDIX A

STATEMENT OF WORK, DELIVERABLES AND BUDGET

PURPOSE

This purpose of this project is to address contamination characterization data gaps and evaluate cleanup options for a contaminated Site located at 9816 271st Street Northwest in Stanwood, Washington (Snohomish County). Ecology identifies the Site as the “Raplee Property” with Cleanup Site ID (CSID) #5275. The Site is defined by Ecology as parcel 32032400405900 where the contamination originated (the Property) and any adjacent properties that have been impacted by the contamination.

The Property is owned by Kathleen Raplee. The extent of the Site beyond the Property boundaries is unknown at this time. This project scope of work includes the Property and the City of Stanwood (CITY) right-of-way (ROW) that is adjacent to the south boundary of the Property.

BACKGROUND

The City of Stanwood (CITY) is conducting a data gaps investigation to evaluate cleanup options at the Site. A Standard Oil (now Chevron) service station operated on the Site from 1958 until 1970. In December 2005, the service station owner (Chevron Environmental Management Company) hired a contractor to remove three (3) underground storage tanks (USTs) [two 500-gallon and 1,000-gallon USTs] located adjacent to the south-central portion of the Site and collected fourteen (14) soil samples. Sample results indicated concentrations of gasoline and heavy oil above Model Toxics Control Act (MTCA) cleanup levels.

A soil and groundwater investigation was completed by a contractor hired by Chevron in 2006. The soil and groundwater investigation included installation of four (4) groundwater monitoring wells on the Property. The results of the soil/groundwater sampling confirmed the presence of contamination and concluded that groundwater contamination might extend beyond the Site boundaries. Groundwater monitoring conducted at the Site from 2006 through 2014 documented the presence of petroleum contamination above MTCA cleanup levels and detection of floating petroleum product in one (1) of the monitoring wells.

Under a 2018 Remedial Action Grant agreement with Ecology, the CITY retained a contractor to complete an environmental investigation and preliminary cleanup options evaluation of the Site. The Cleanup Options report of January 2020 identified Site data gaps requiring resolution in order to provide additional confidence regarding the probable scope and cost of Site cleanup alternatives.

The CITY is interested in acquiring the Property, cleaning up the Property and the Site (if feasible), and redeveloping the Property as a public park that will enhance the downtown corridor. Under this scope of work, CITY will retain an environmental consulting firm to complete additional Site investigation activities and support an updated Site cleanup options evaluation. This data gaps investigation covers both the Property and the CITY right of way to the south of the Property. The CITY has received access permission from the Property owner to conduct investigation activities on the Property.

Task 1 – Pre-Field Investigation, Site Reconnaissance, and Data Review

CITY will conduct a Site reconnaissance to:

- Assess the presence of USTs and other subsurface anomalies,
- Identify visible signs of potential environmental concerns on or adjacent to the Site/south ROW, such as but not limited to the following:
 - Signs of spills,
 - Stained areas,
 - Evidence of current or former underground storage tanks (USTs),
 - Oil sheens in drains, and
 - Any anomalies.
- Selection locations for soil borings and new monitoring wells, and
- Take photographs and field notes to document observations.

Additional activities CITY will conduct as part of this task include the following:

- Clear Site vegetation to provide access for investigation field work.
- Complete a ground-penetrating radar (GPR) survey to confirm the locations of existing USTs and identify additional subsurface anomalies, if present in the following areas:
 - Site,
 - Adjacent CITY right-of-way, and
 - North portion of the adjacent property (pending access permission).
- Review Sanborn fire insurance maps and historical aerial photos.
- Develop two (2) hydrogeologic cross sections using data from previous Site investigations.
- Use data gathered for this task to select locations for the soil borings and monitoring wells to be installed during Task 2.
- Contact 811 to mark locations of utilities at proposed boring locations.
- Retain a subsurface utility locating firm to confirm the presence of underground utilities at proposed boring locations.

CITY will also observe the outdoor areas of properties adjoining to the Site to identify obvious potential environmental concerns that would be expected to affect the Site/south ROW. CITY will conduct a walk-by reconnaissance in the immediate area to assess land use around the Site/south ROW. Results of the Site reconnaissance, and data review will be summarized in the Site Reconnaissance and Data Review Report.

Task 1 Deliverables:

1. Draft Site Reconnaissance and Data Review Report is due for Ecology review at least thirty (30) days prior to starting any investigation activities.
2. Final Site Reconnaissance and Data Review Report, including Ecology's comments on the draft version, is due for Ecology review at least fifteen (15) days prior to starting any investigation activities.

Task 2 – Data Gaps Soil and Groundwater Investigation for Site and South Right-of-Way (ROW)

CITY will work with Ecology Site/Project Manager to develop a sampling and analysis plan (SAP) to guide Site data collection activities, including elements that describe:

- Drilling,
- Sampling,
- Chemical analysis methods,
- Quality assurance for soil and groundwater samples,
- Health and safety procedures,
- Inadvertent Discovery Plan (IDP), and
- Management of investigation-derived waste (IDW), including specification of licensed waste transport and disposal subcontractors.

CITY will conduct the following to complete this task:

- Retain a resource protection well driller licensed in the State of Washington.
 - Redevelop four (4) existing groundwater monitoring wells.
 - Collect up to one (1) groundwater sample from each existing well.
 - Complete up to six (6) borings to estimated depths of 15 feet below ground surface (bgs) using a direct-push drilling rig.
 - Continuous soil cores will be retrieved for observation and field screening utilizing a photoionization detector. After field observations are recorded, soil samples will be collected from borings at the depth interval where the following may be discovered/observed:
 - Visual evidence, such as staining or sheen,
 - Olfactory evidence, such as petroleum odor, and/or
 - Organic vapors are present.
 - If groundwater is encountered during drilling activities, collect up to four (4) reconnaissance groundwater samples.
 - Collect up to twelve (12) soil samples (two per boring) and one (1) duplicate soil sample during drilling activities.
 - Two (2) borings will be converted to groundwater monitoring wells.
 - New wells will be developed.
 - ✓ Collect up to three (3) groundwater samples.
 - ❖ Up to one (1) sample from each newly installed well.
 - ❖ One (1) field duplicate.
 - Retain an analytical laboratory certified by Ecology to analyze all soil and groundwater samples for:
 - TPH-Dx (diesel- and oil-range petroleum hydrocarbons, with and without silica gel cleanup),
 - TPH-Gx (gasoline-range petroleum hydrocarbons),
 - Benzene,
 - Toluene,
 - Ethylbenzene, and
 - Total xylenes.
- Retain a surveyor licensed in the State of Washington to determine horizontal locations (latitude and longitude in decimal degrees) and vertical elevations (land surface to nearest 0.1 foot, monitoring well casing elevations to nearest 0.01 foot, NAVD88 vertical datum).
- Manage IDW in accordance with applicable regulations and the SAP.

Task 2 Deliverables:

1. Draft SAP is due to Ecology for review at least two (2) weeks prior to starting Site activities.
2. Final SAP, including Ecology's comments on the draft version, is due to Ecology for review at least one (1) week prior to starting Site activities.
3. Executed subcontractor agreements, including rates/fees, is due to Ecology upon receipt.
4. Analytical results are due to Ecology upon receipt.
5. Consultant will upload laboratory analysis of samples collected during field work into Ecology's EIM database at least sixty (60) days prior to the agreement expiration date.

Task 3 – Archaeological Monitoring During Task 2 Ground-Disturbing Activities

CITY will retain an archaeologist for all ground-disturbing activities. Ecology has conducted a consultation with both affected Tribes and the Washington State Department of Archaeology and Historic Preservation (DAHP) in accordance with Executive Order 21-02 (formerly 05-05). It has been deemed necessary by Ecology and concurred with by DAHP, based on the completed consultation, that a professional archaeologist will provide technical assistance and conduct field monitoring and data recovery (in the event of an inadvertent discovery) in regard to the project for task 2.

Prior to fieldwork commencing, the professional archaeologist will provide a single tailgate training session to appropriate Ecology and/or consultant on-Site staff that provides an overview on what to look for while conducting ground-disturbing activities as it pertains to cultural resources.

Monitoring activities include the following:

- Development of an Archaeological Monitoring Plan (AMP), to include all ground disturbing activity.
- Assure that the applicable Ecology drafted Inadvertent Discovery Plan (IDP) is followed.
- Include photographs of the project area and work.
- Examine soil during excavations.
- Coordinate with both Ecology and consultant staff if cultural resources are identified during activities performed for task 2.
- Provide technical assistance in responding to discoveries.
 - If an inadvertent discovery is made during activities conducted for task 2, a professional archaeologist may be asked to assist both Ecology and consultant staff with discovery documentation, removal (if appropriate) and temporary custody, as needed.
 - Include notes on discoveries and any other pertinent information.
 - Assist both Ecology and consultant staff in setting up a buffer around potential discoveries and making the appropriate contacts.
- Prepare, submit, and enter data into WISAARD of DAHP's Archeology Site Inventory form and DAHP's Archeological Site Alteration & Excavation Permit Application when necessary.

Task 3 Deliverables:

1. Draft archaeological monitoring plan will be provided for Ecology review at least four (4) weeks prior to the start of field activities.
2. Final archaeological monitoring plan, including Ecology's comments on the draft version, will be provided for Ecology at least one (1) week prior to starting field activities.
3. Draft archaeological monitoring report for Ecology review, including a summary of daily monitoring activities due thirty (30) days prior to agreement expiration.
4. Final archaeological monitoring report, including Ecology's comments on the draft version, due two (2) weeks prior to agreement expiration.
5. If a discovery is made, appropriate discovery documentation will be provided to Ecology for review within five (5) days of Site reconnaissance.

Commented [AH3]: May be able to delete this task later, once consultation is complete

Task 4 – Data Gaps Investigation and Cleanup Options Report

Data Gaps Investigation and Cleanup Options Report, will include:

- Scaled map showing the Site location and key adjacent features, including:
 - Surface water features,
 - Major roads, and
 - Adjacent land uses.
- Scaled map outlining:
 - Existing Site features,
 - Locations of historical contamination sources,
 - Locations of remedial excavations,
 - Locations of existing groundwater monitoring wells,
 - Locations of newly installed/advanced groundwater monitoring wells drilled as part of this scope of work, and
 - The line of a hydrogeologic cross section.
- Scaled hydrogeologic cross section outlining:
 - Existing groundwater monitoring well depths,
 - Newly installed/advanced groundwater monitoring well depths,
 - Newly installed/advanced groundwater monitoring well screen zones,
 - Newly installed/advanced groundwater monitoring well geologic units,
 - Newly installed/advanced groundwater levels, and
 - All soil and groundwater sample results.
- Groundwater elevation contour map showing groundwater and surface water flow direction(s);
- Summary table of the following:
 - Soil sampling locations,
 - Soil borings and groundwater monitoring well boring depths,
 - Soil borings and groundwater monitoring well elevations, and
 - Groundwater monitoring well screened intervals.
- Summary tables of all soil and groundwater sampling laboratory results, compared to appropriate MTCA screening levels.
- Develop an Updated Conceptual Site Model (CSM) to describe the following:
 - Contaminant sources,
 - Exposure pathways, and
 - Potential receptors.
- Appended information to the draft RI report:
 - Geologic logs of soil borings and groundwater monitoring wells, including:
 - Groundwater monitoring well construction diagrams.
 - Laboratory reports and chain-of-custody forms for all soil and groundwater sample analysis results.
 - Investigation-derived waste manifests.
- Confirmation that soil and groundwater data has been uploaded to the Ecology Environmental Information Management (EIM) database at time of submittal of RI Report.
- A cleanup options evaluation based on the results of the data gaps investigation field activities.

Task 4 Deliverables:

1. Draft Data Gaps Investigation and Cleanup Options Report will be provided for Ecology review at least four (4) weeks prior to agreement expiration date.
2. Final Data Gaps Investigation and Cleanup Options Report, including Ecology's comments on the draft version, will be provided for Ecology at least two (2) weeks prior to agreement expiration date.

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BUDGET

Item	Description	Amount
1	Task 1: Pre-Field Investigation Site Reconnaissance and Data Review	\$12,000.00
2	Task 2: Data Gaps Soil and Groundwater Investigation for Site and South Right-of-Way (ROW)	\$38,000.00
3	Task 3: Archaeological Monitoring During Task 2 Ground-Disturbing Activities	\$5,000.00
4	Task 4: Data Gaps Investigation and Cleanup Options Report	\$21,000.00
	Total Project Cost	\$76,000.00

Note: Task budgets may be moved between tasks without formal amendment

APPENDIX B
SPECIAL TERMS AND CONDITIONS

1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.

2) Archaeological And Cultural Resources

CONTRACTOR shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic archeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

CONTRACTOR must agree to hold ECOLOGY harmless in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the CONTRACTOR's negligence, including any subcontractor's negligence.

CONTRACTOR shall:

- a) Contact ECOLOGY to discuss any Cultural Resources requirements for the work/project:
- For state-funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds, as required by applicable state and federal requirements.
- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any work/project that involves field activities. ECOLOGY will provide the IDP form.

CONTRACTOR shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
- Immediately stop work and notify ECOLOGY, which will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then notify ECOLOGY.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

3) Environmental Data Standards

- a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
- Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
 - Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 ([Ecology Publication No. 04-03-030](#)).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.

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- b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: <http://www.ecy.wa.gov/eim>.
 - c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
-