

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, August 8, 2024



AGENDA
CITY COUNCIL REGULAR MEETING
August 8, 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: NONE**
- 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**
 - Police Compstat Report – July [6.1](#)
- 7. COUNCIL COMMITTEE REPORTS**
 - a. Finance Committee Meeting Minutes – July 25, 2024 [7.1](#)
 - b. Salary Commission Minutes – July 29, 2024 [7.3](#)
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks [8.1](#)
 - b. Approve City Council Regular Meeting Minutes – July 25, 2024 [8.5](#)
 - c. Authorize the Mayor to Sign an Interlocal Agreement with Snohomish County for Emergency Management Services [8.9](#)
 - d. Authorize the Mayor to Sign an Interlocal Agreement with Stillaguamish Flood District for Dredging Services [8.33](#)
- 9. UNFINISHED BUSINESS**
 - a. Approve Second Reading and Adopt Ordinance 1532 SMC Title 10 Vehicles and Traffic [9.1](#)
 - b. Approve Second Reading and Adopt Ordinance 1535 SMC Title 11 Streets and Public ROW [9.37](#)
- 10. PUBLIC HEARING: NONE**
- 11. NEW BUSINESS:**
 - a. Adopt Resolution 2024-13 Strategic Plan [11.1](#)
 - b. Authorize the Mayor to Sign a Contract with Konnerup Construction for the 103rd Drive Improvement Project [11.21](#)
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION - NONE**
- 15. ADJOURN**

Upcoming Meetings:

Thursday, August 22, 2024 City Council Meeting – **NO MEETING, SUMMER BREAK**
Thursday, September 12, 2024 City Council Meeting 7:00 pm
Thursday, September 26, 2024 City Council Meeting 7:00 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: **6**

DATE: August 08, 2024

SUBJECT: Police Compstat

CONTACT PERSON: Reports Chief Jason Toner

ATTACHMENTS: A – July 2024 Compstat

SUMMARY STATEMENT

Attached is the July 2024 Compstat Report for council review.

Stanwood Police Department CompStat Report



City of Stanwood Police Chief Jason Toner

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

JULY 2024

Stanwood Police Department

COMPSTAT REPORT



What is CompStat?

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

What is the benefit to the community?

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

How is data collected?

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

What data will you see in this report?

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

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

Incident data:

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

Case data:

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

JULY 2024

Stanwood Police Department

POLICE STAFFING



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

DIVISIONS:

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

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

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

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

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

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

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

JULY 2024

Stanwood Police Department

RECORDS UNIT



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

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

	2024	2023	2022	2021	Year to Date
Public Records Requests	46	35	29	17	252
Concealed Pistol License Issued	32	32	46	13	187
Pistol Transfer Checks The PD no longer processes Pistol transfer checks. As of Feb 1st they are done by WSP for the entire state	0	24	81	72	YTD total adjusted to correct entry error from January 1
Fingerprinting & Approximate Time	12 3.0 hrs	26 6.5 hrs	39 9.75 hrs	13 3.25 hrs	83 20.75 hrs

JULY 2024

Stanwood Police Department

Message from the Chief



This past month I had the pleasure of traveling to Nova Scotia, Canada for my father-in-law's 80th birthday party. He lives in a community called Annapolis Royal. Like Stanwood, Annapolis Royal has a rich history, strong emphasis on community, vibrant culture, and it rains a lot. I will say Stanwood has much better roads, so a big thank you to Kevin and Alan for all the work they do.

Sometimes We Can Make a Difference

I want to share an email I received from Social Worker Amy Wheat...

Hello, I wanted to share the most recent success story from Stanwood!

Deputy Kargo and I first met Blake B. on 4/23/24 while living in his car at the Stanwood Library. He declined services at that time, stating he would get something figured out on his own. We met with him again on 5/9/24 to advise that signs were going to be posted the next day that there would be No Overnight Parking allowed at the library. We sat down with Blake and explained in detail what the program looked like if he would like to reconsider. He listened and said he would think about it.

On 6/20/2024 Blake reached out to Deputy Kargo and told him he would like to speak with me about moving forward with the program. He understood he would be going to the Diversion Center, completing an assessment and was willing to follow whatever the recommended treatment was. Blake and I played phone tag/texted for a few days and then he contacted Deputy Kargo on Friday 6/28/24. I am off on Friday's and Deputy Kargo facilitated (with the help of Sgt. Fortney) getting Blake to the Diversion Center late that afternoon. This can be and was a very stressful process without a social worker, but it was a successful intake, thanks to the perseverance of Deputy Kargo.

Blake completed his assessment first thing Monday 7/1/2024 and was recommended to Intensive Outpatient Treatment. He started treatment the next day on Tuesday 7/2/2024 and has been in compliance since. Blake moved into clean and sober housing on 7/17/2024 in Marysville and is loving his life in recovery. He has continued to be flexible and resilient throughout this process, recognizing his way was not working. Deputy Kargo and I took him to lunch on Thursday 7/25/24 (as Kargo promised on the way to the Diversion Center) and enjoyed teriyaki along with hearing all of the positive things Blake is experiencing in his life. He will be attending the SCOUT / Office of Neighborhoods Alumni Group meeting tomorrow!

I have attached a picture we took outside of his clean and sober house after lunch. This is exactly why we do what we do!



You may remember Blake as the gentlemen living out of the blue Durango with busted windshield. Great job by Amy and Deputy Kargopolitsev and being consistent and not giving up on Blake.

Community Events

This next week is a Stanwood's "Superbowl" week with the Stanwood Camano Fair, Stanwood Rotary Parade and our officers will be present for all these events. National Night Out is Tuesday the 6th so stop on by, grab a donut, hotdog, jump in the foam pit, or listen to some great music.

Chief Toner

JULY 2024



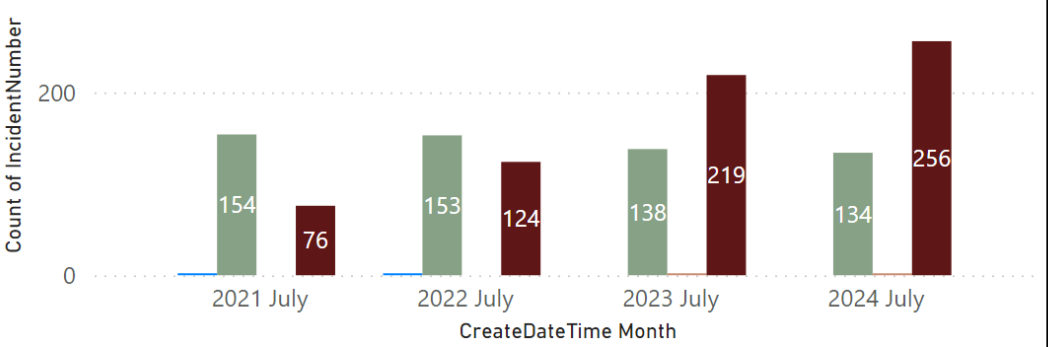
The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggens, it counts here once.



Previous Month Over Time

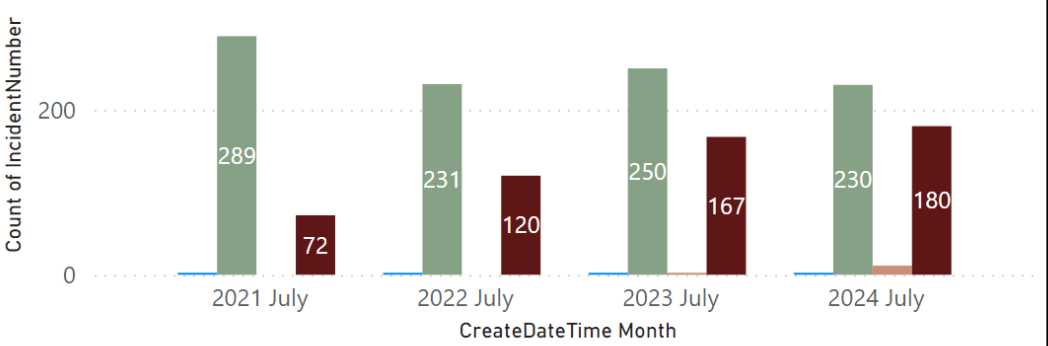
Stanwood West, Incidents by Origination

Call Origination (Blank) 911 call ASAP Officer-Initiated



Stanwood East, Incidents by Origination

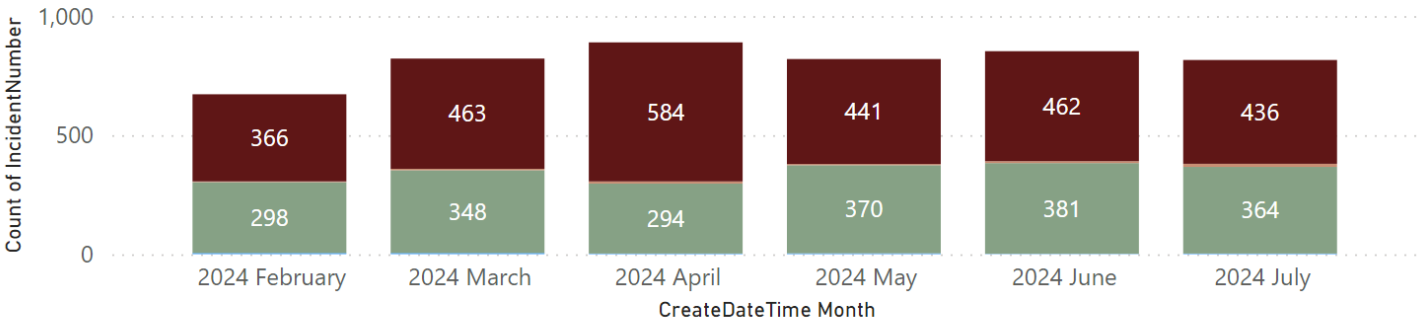
Call Origination (Blank) 911 call ASAP Officer-Initiated



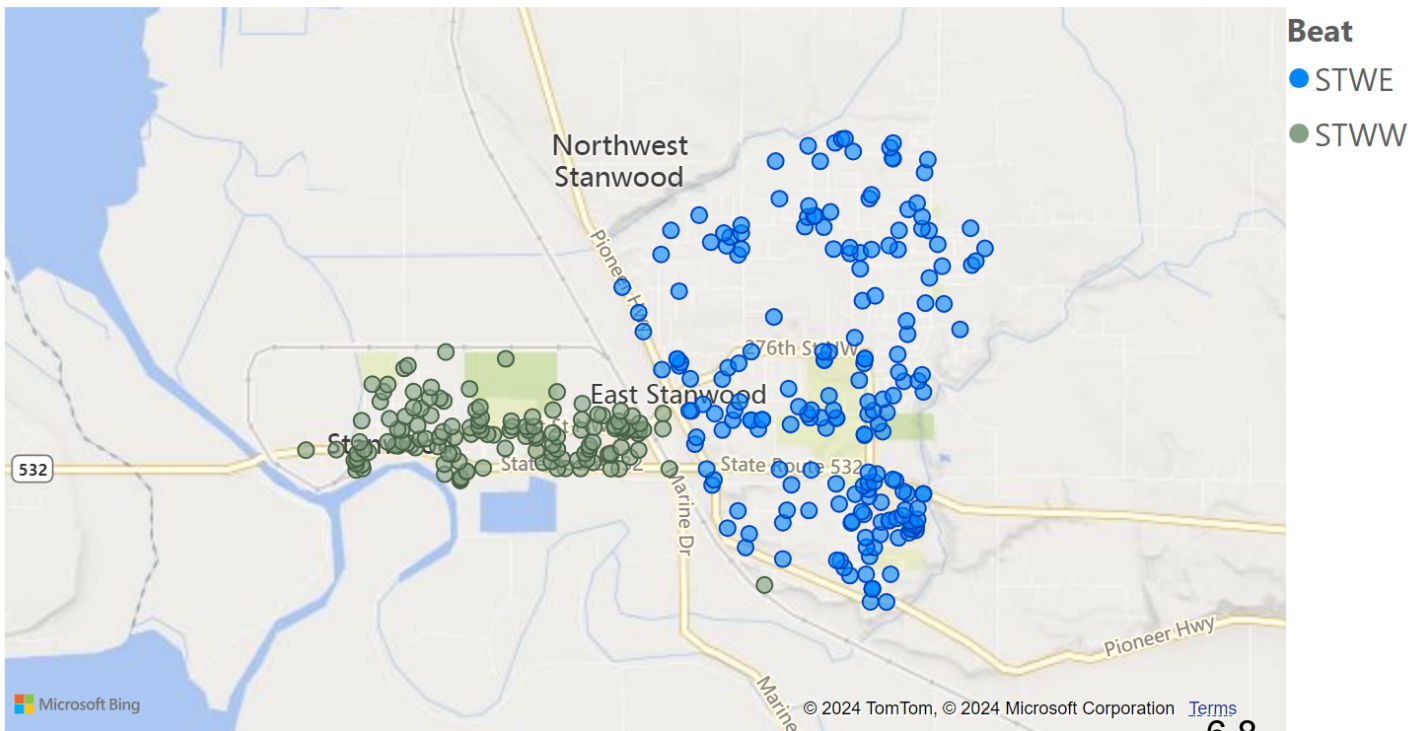
TOTAL INCIDENTS - ALL ORIS inside STW

Total Incident Counts, Past 6 Full Months by Origination Type

Call Origination (Blank) 911 call ASAP Officer-Initiated



All incidents Past 1 Month - excludes victim privacy concerning incidents

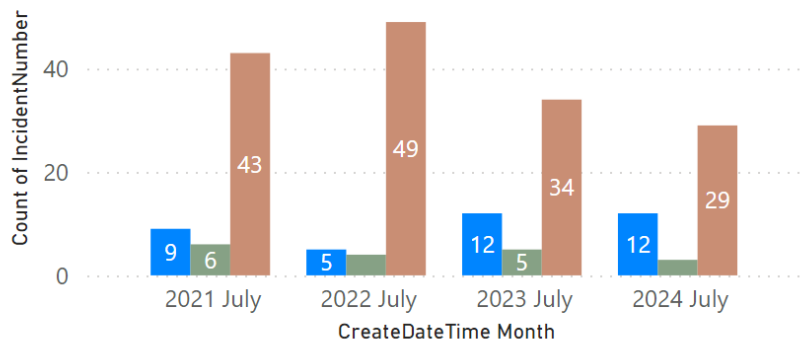




Previous Month Over Time

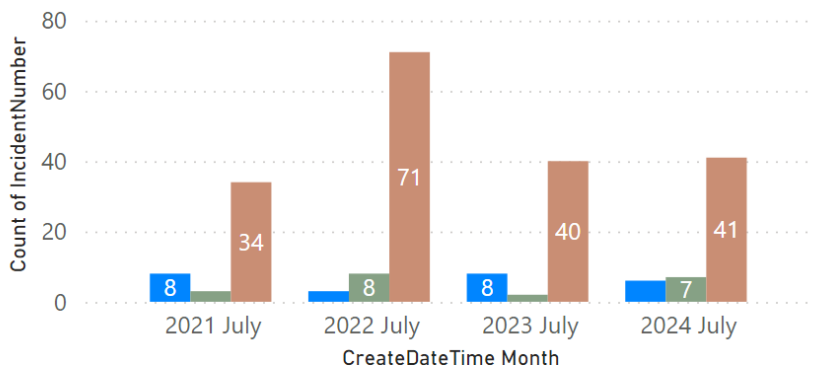
Stanwood West

IncidentType Collision DUI Traffic



Stanwood East

IncidentType Collision DUI Traffic



Collision, DUI, and Traffic INCIDENTS

Previous Month, Current Year

IncidentType Collision DUI

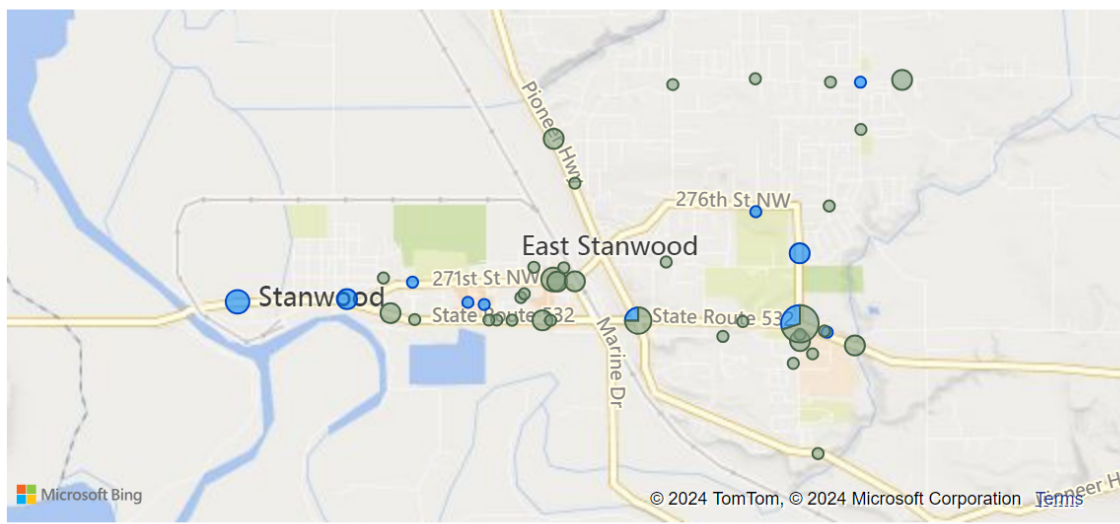


STWW & STWE

Year	Collision	DUI
2024		
February	17	2
March	15	5
April	9	13
May	17	9
June	22	12
July	18	10

Traffic - Previous Month, Current Year

Call Origination 911 call Officer-Initiated



STWW & STWE

Year	Traffic
2024	
February	52
March	80
April	86
May	77
June	78
July	70



Tickets - To Current Date, Current Year

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

of Tickets - This CY

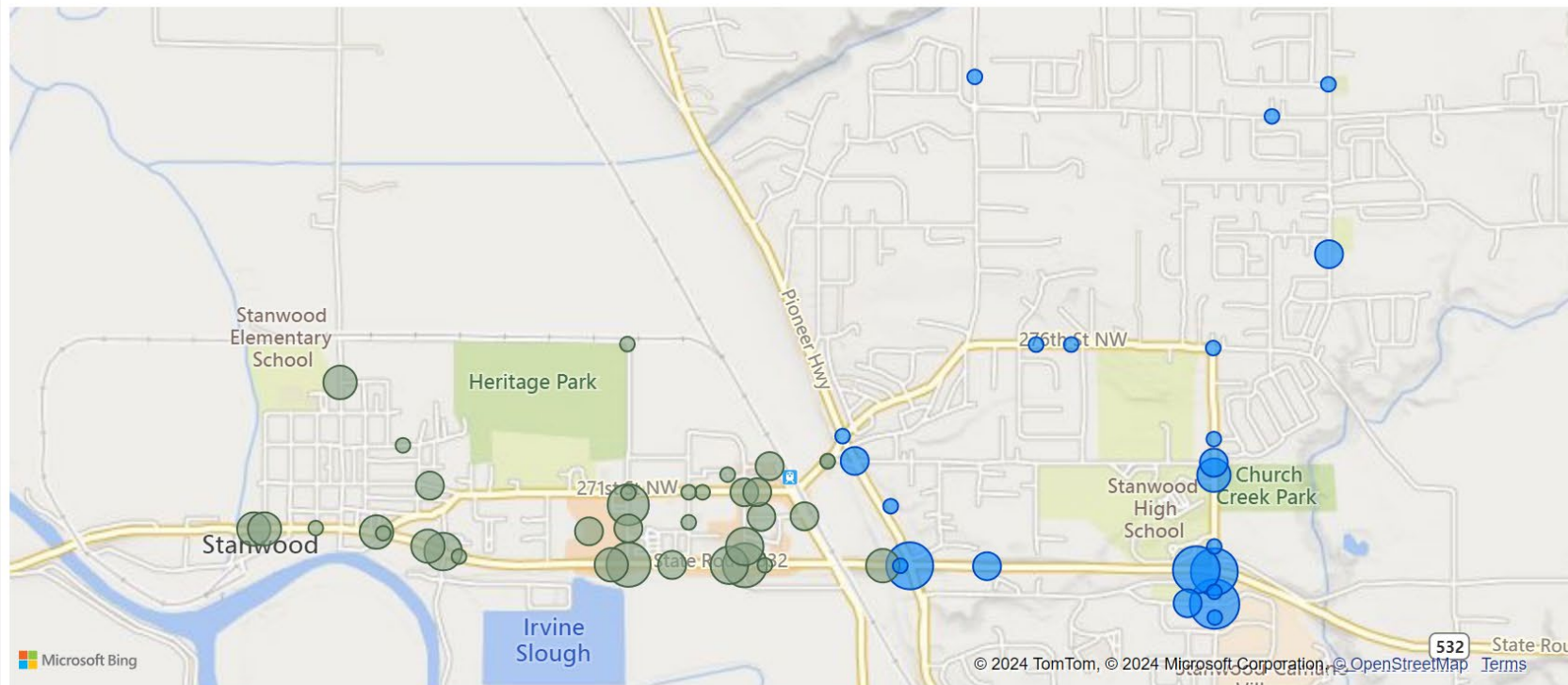
98

of Citations - This CY

136

Location of Citations this CY

Beat ● STWE ● STWW



Total Tickets

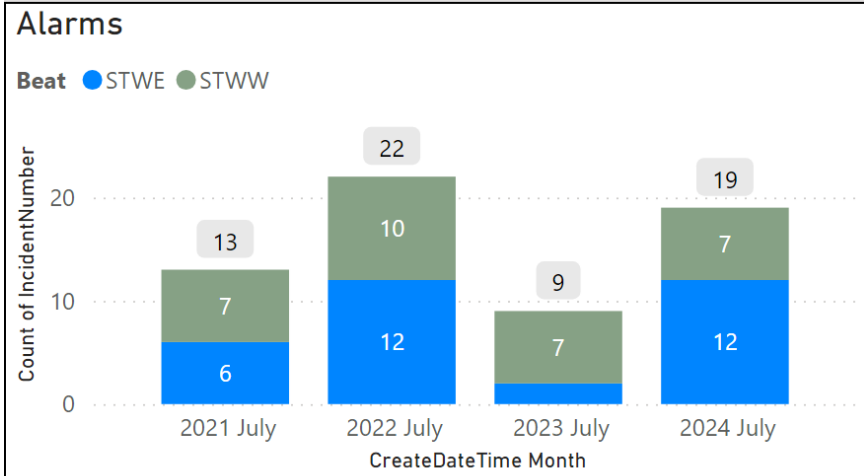
Month	2023	2024
January	18	20
February	36	16
March	16	13
April	16	24
May	23	24
June	30	20
July	9	19
August	36	
September	38	
October	102	
November	26	
December	28	

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

97



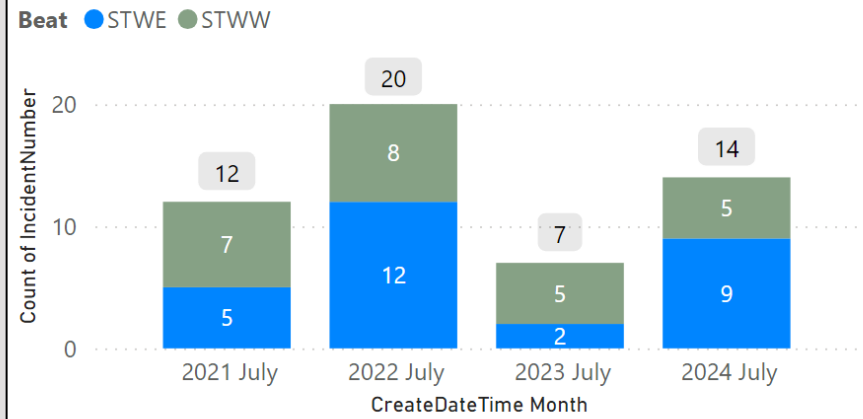
Alarms



STWW & STWE

Year	Alarm
2024	
February	13
March	18
April	21
May	9
June	18
July	19

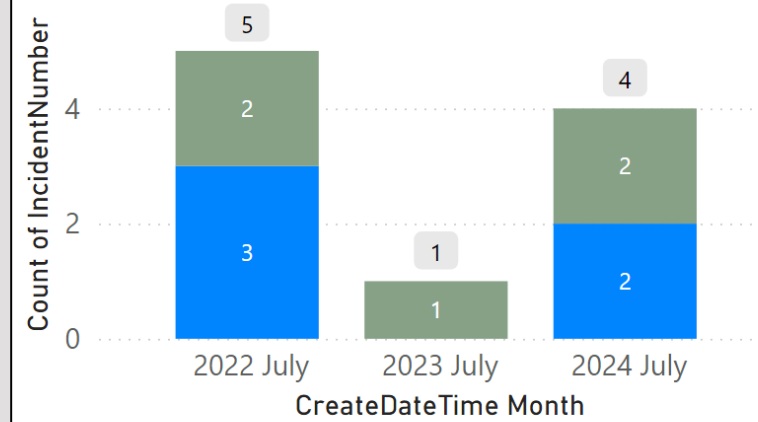
Alarms that were False Alarms



Abandon Vehicles

Abandon Vehicles

Beat ● STWE ● STWW

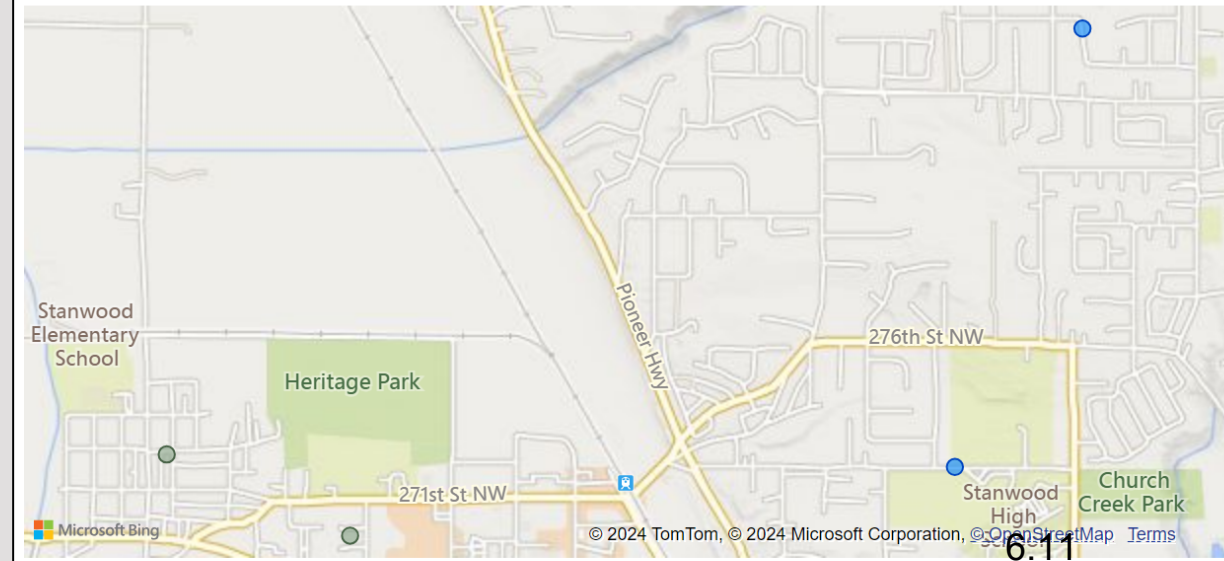


STWW & STWE

Year	Abandoned Vehicle
2024	
February	1
March	9
June	4
July	4

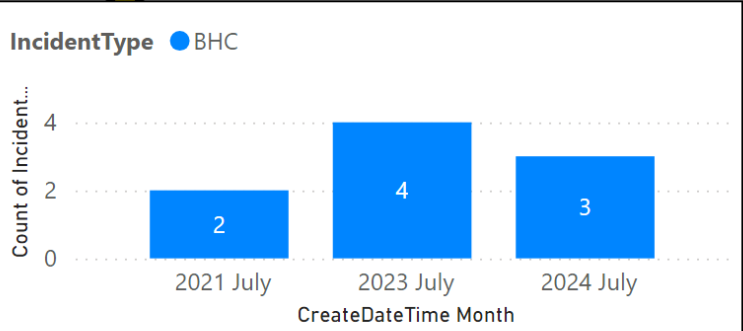
Abandon Vehicles Past Calendar Month, ThisYear

Beat ● STWE ● STWW

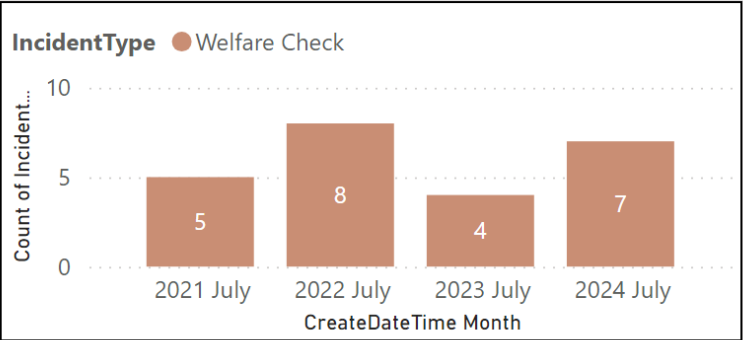




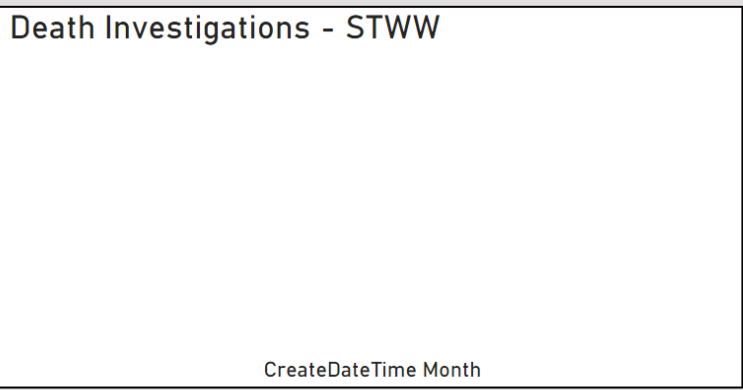
Stanwood West



Year	BHC	Suicide
2024		
March	2	
April	2	3
May	6	
June	9	
July	3	

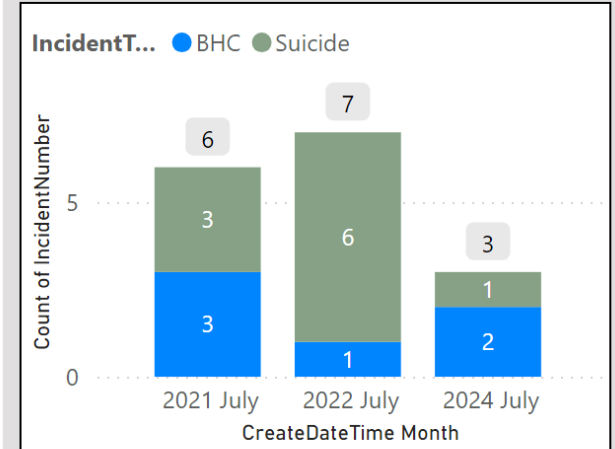


Year	Welfare Check
2024	
February	5
March	4
April	7
May	3
June	7
July	7

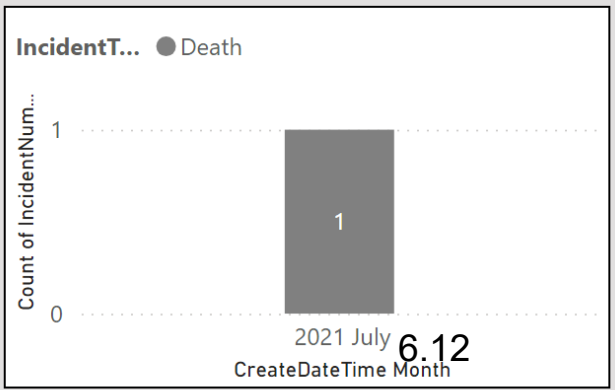
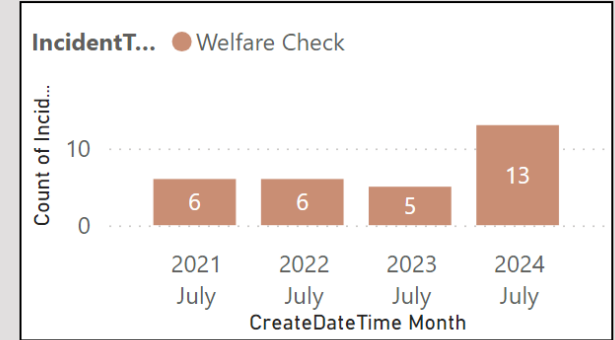


Stanwood East

Year	BHC	Suicide
2024		
February	1	1
March		8
April	4	4
May	19	4
June	2	10
July	2	1



Year	Welfare Check
2024	
February	6
March	10
April	7
May	13
June	9
July	13



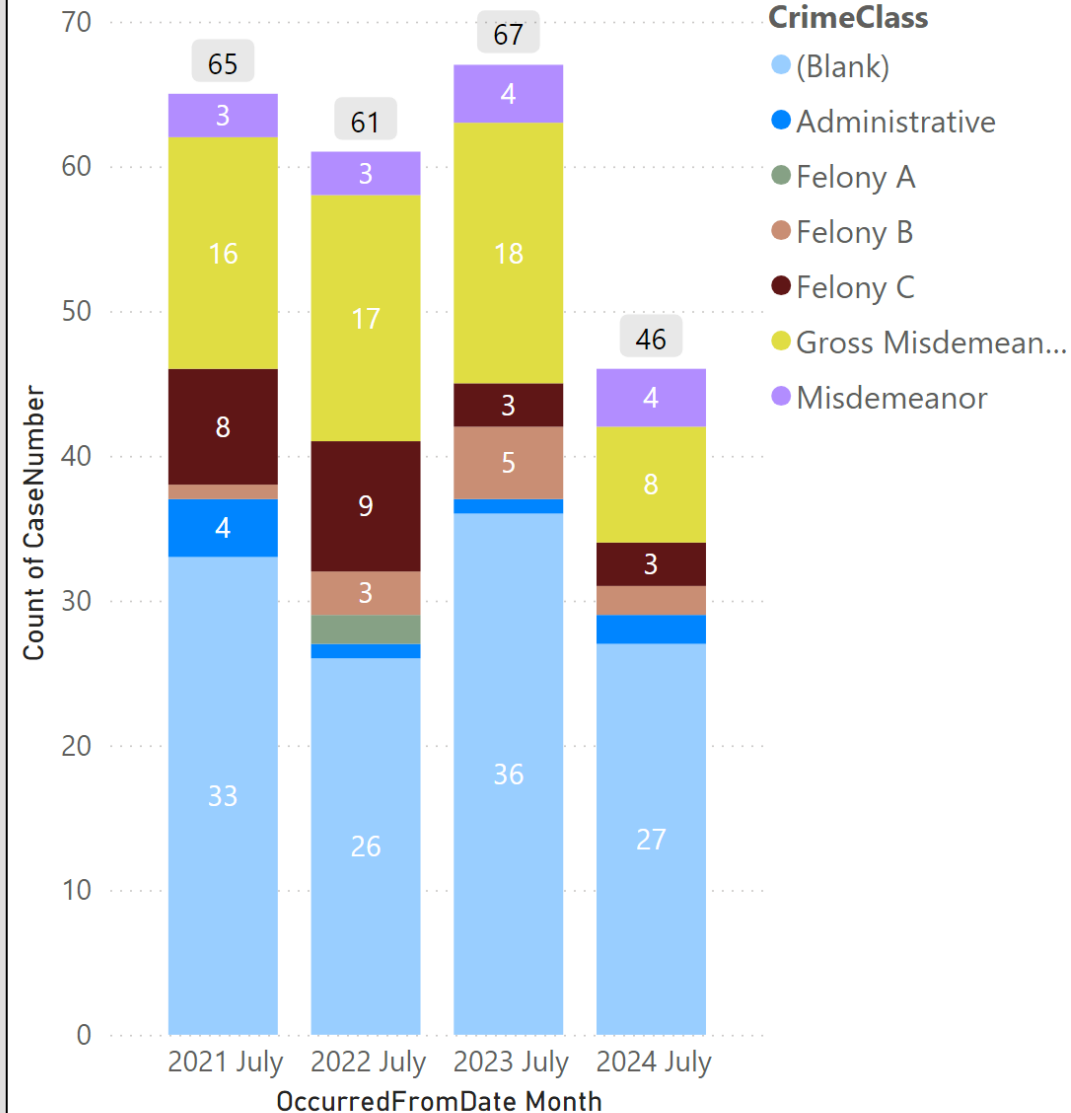


The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.

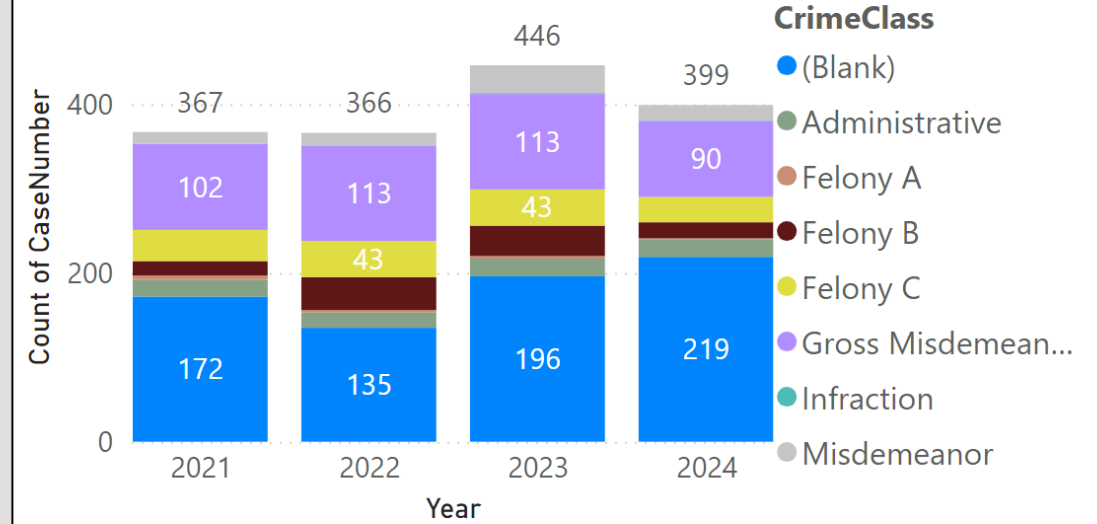
TOTAL CASES

IN THE STW BEAT

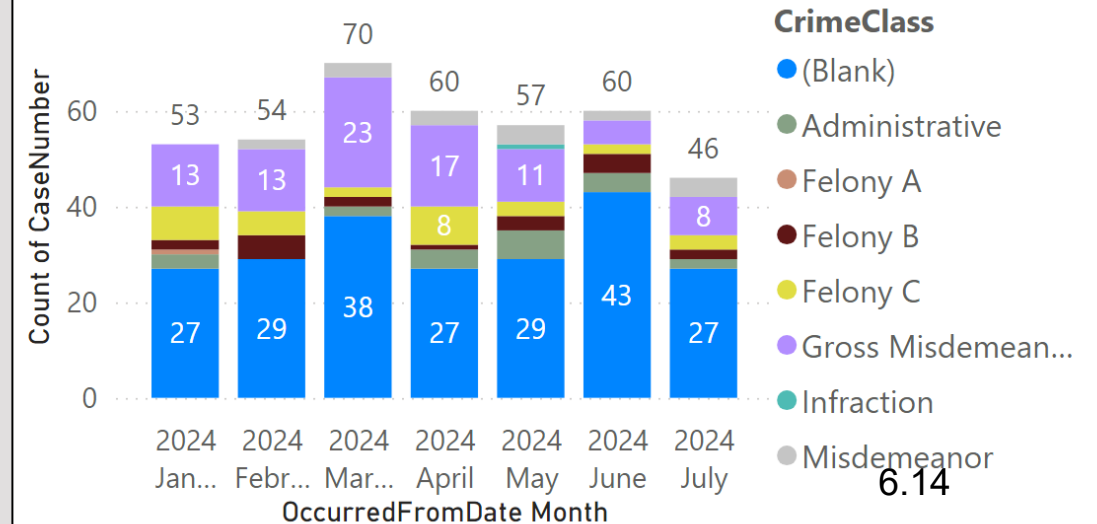
Cases, Previous Month, Yr over Yr



Case Count by Statute, Jan 1 - present, Yr over Yr



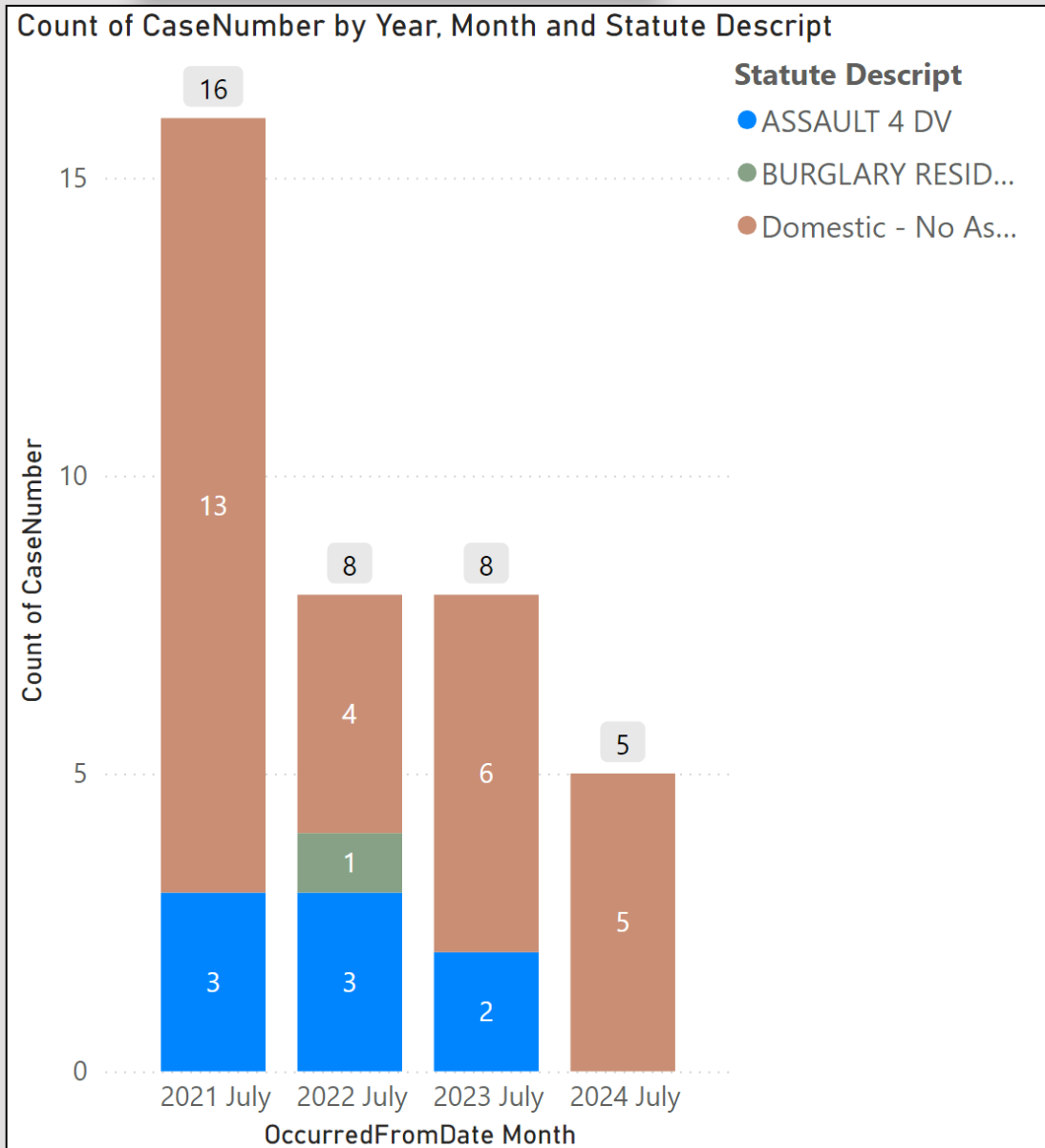
Case Count by Statute, Jan 1 - present, Current Year



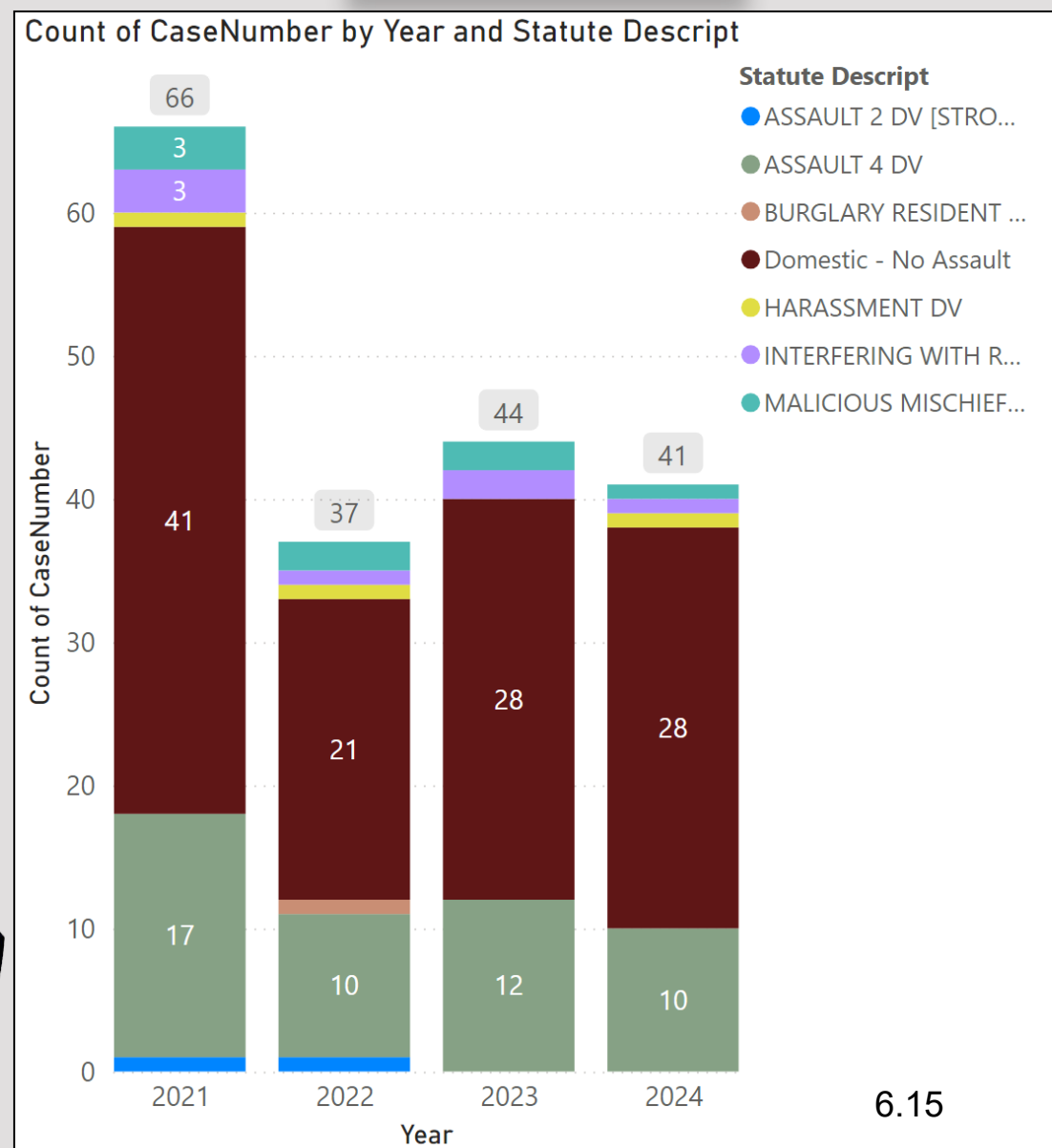
Domestic Related CASES

IN THE STW BEAT

Previous Month Over Time



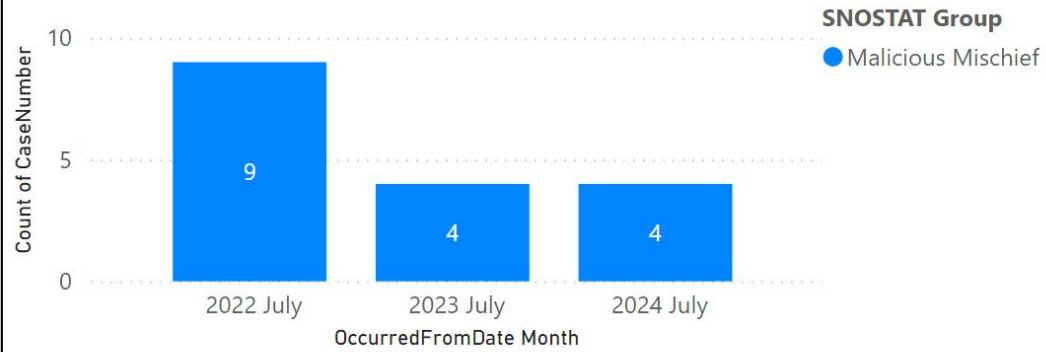
To Date By Year



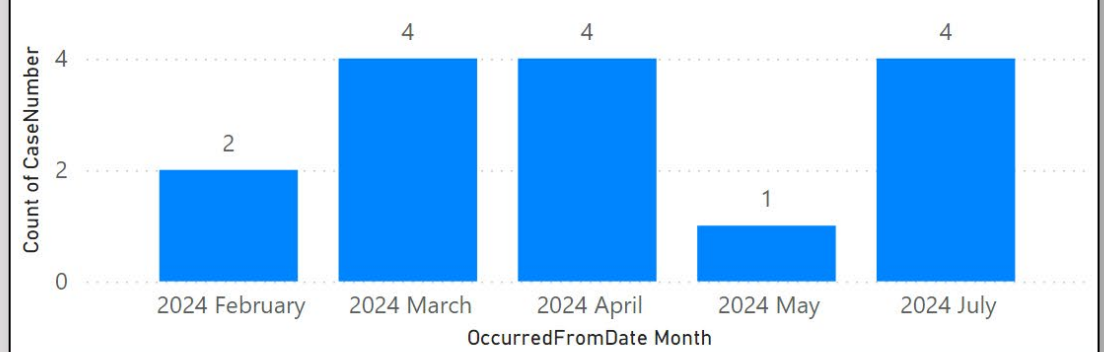


Malicious Mischief CASES

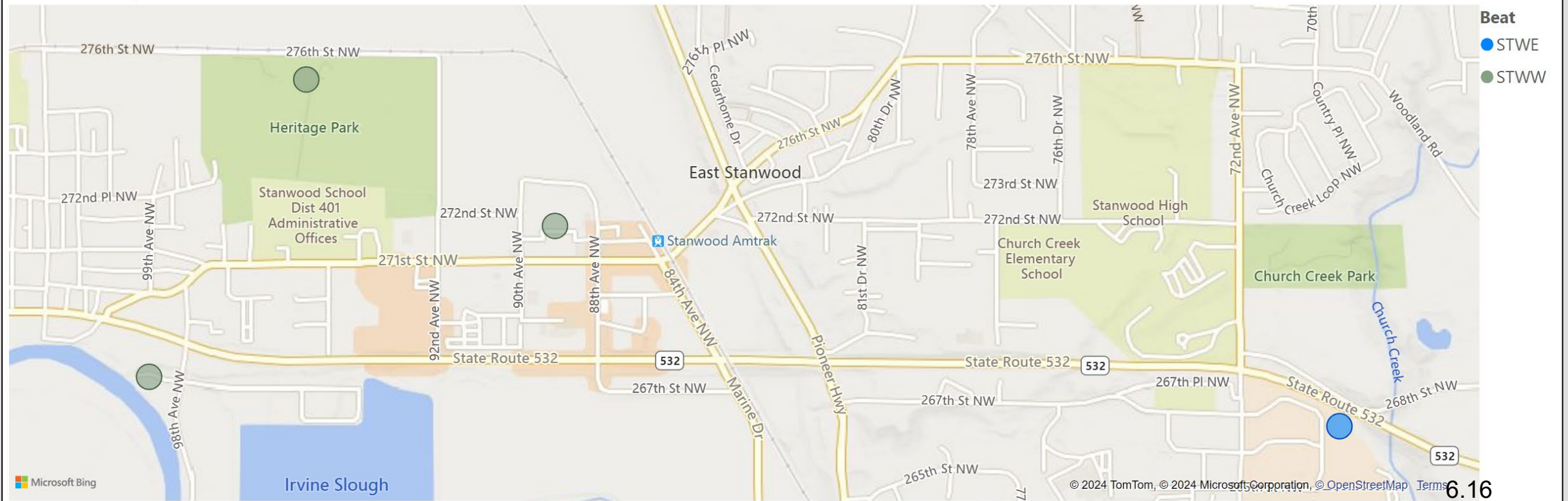
Count of CaseNumber by Year, Month and SNOSTAT Group



Count of CaseNumber by Year and Month



Cases in the past Calendar month, Current Year

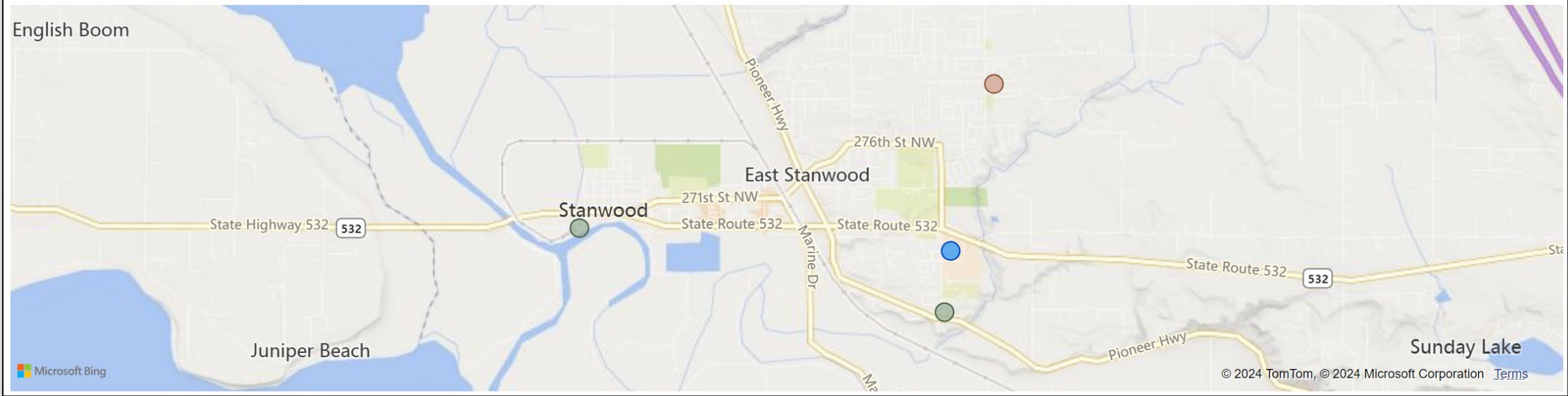




Auto Theft CASES

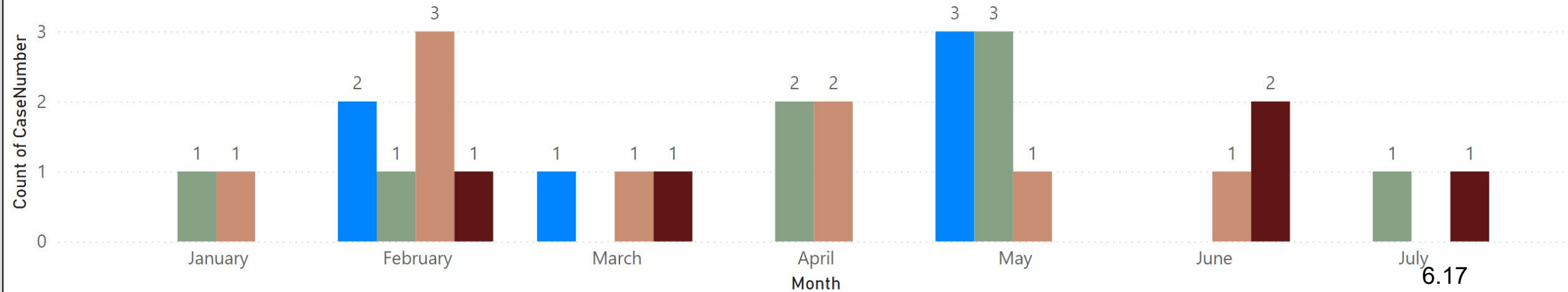
Past Six Calendar Months

Month ● March ● June ● July



Jan 1 - Present, each year

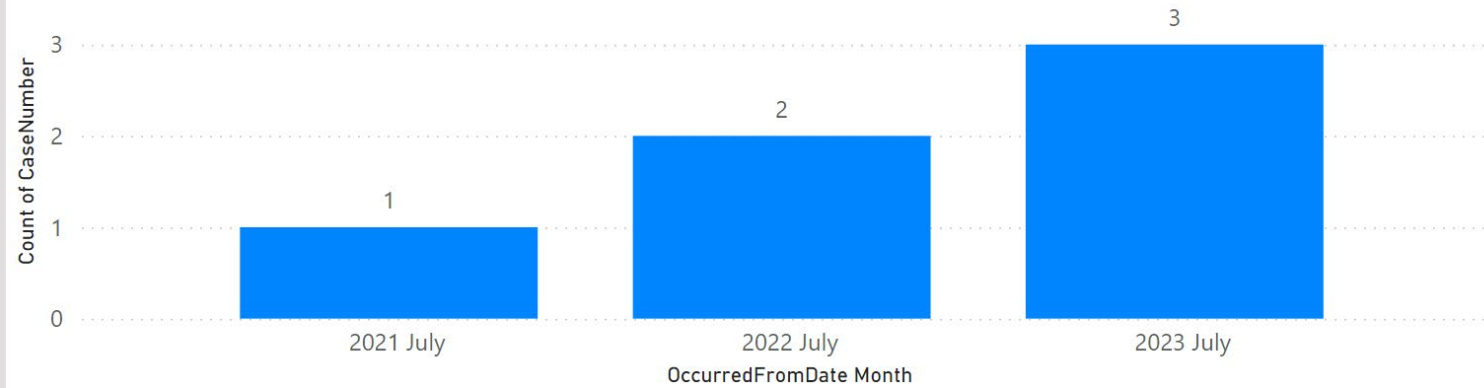
Year ● 2021 ● 2022 ● 2023 ● 2024





Vehicle Prowl CASES

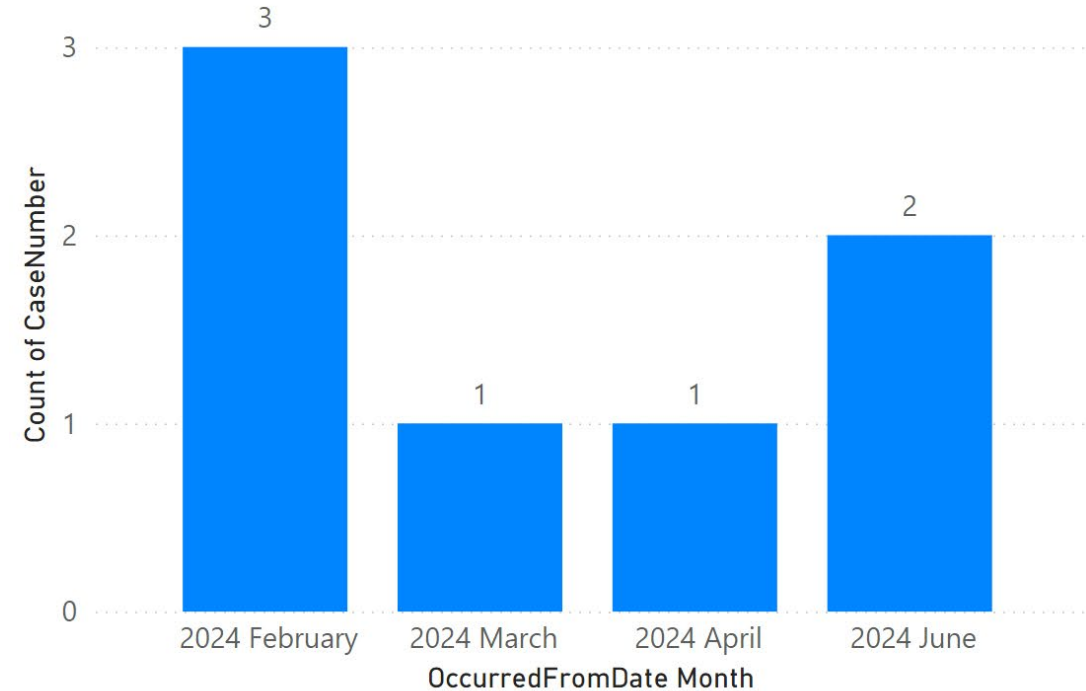
Count of CaseNumber by Year and Month



Jan 1 - Current Date, Current Year

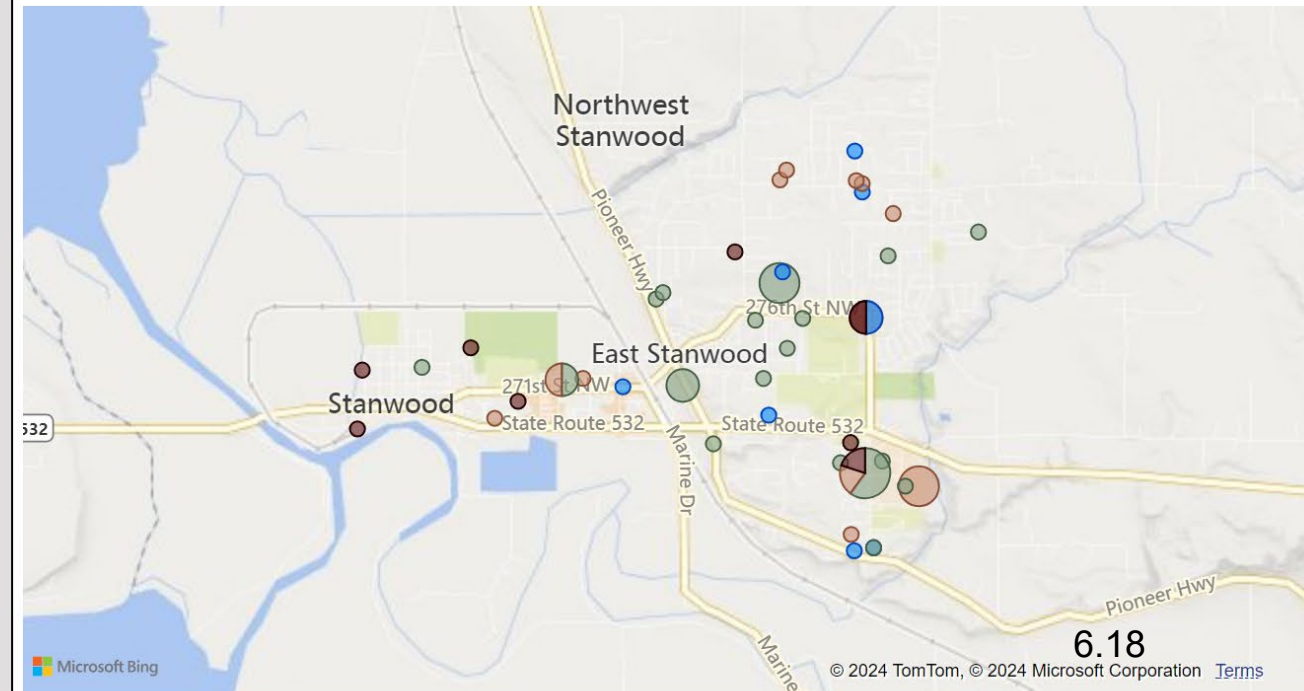
Year	Veh Prowl 1	Veh Prowl 2	Total
2021		8	8
2022	4	20	23
2023		14	14
2024		9	9

Count of CaseNumber by Year and Month



Count of CaseNumber by Year, Lat and Lon

Year ● 2021 ● 2022 ● 2023 ● 2024

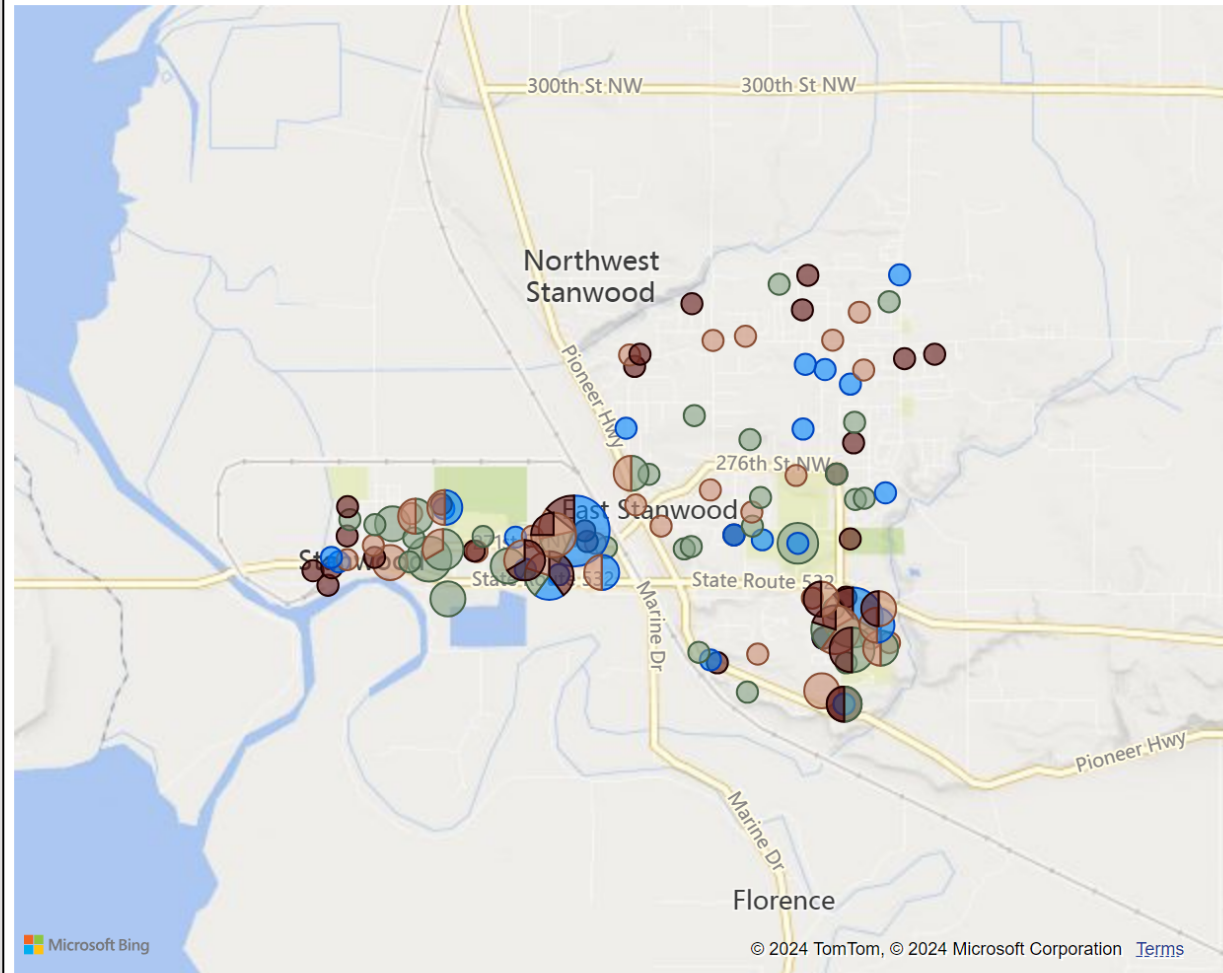




Theft CASES

Count of CaseNumber by Year, Lat and Lon

Year ● 2021 ● 2022 ● 2023 ● 2024



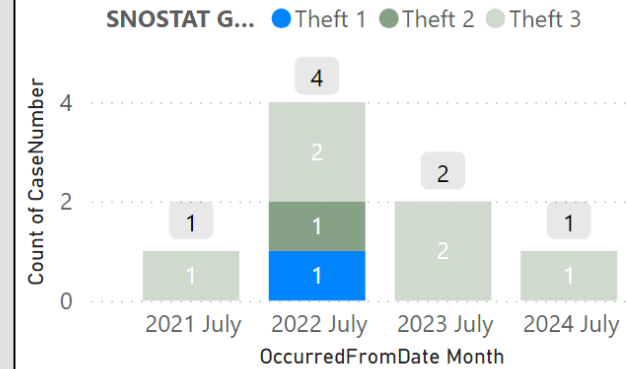
Jan 1 - Current Date

Beat	2021	2022	2023	2024
STWE	16	27	21	16
STWW	17	22	16	16
Total	33	49	37	32

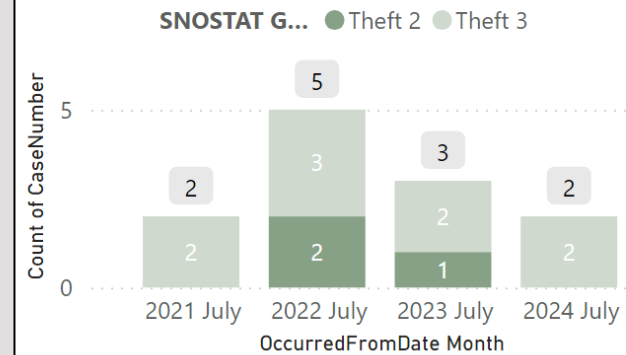
Current YTD

Year	STWE	STWW
▲		
☐ 2024		
January	3	2
February	2	2
March	4	2
April	5	4
May		3
June		2
July	2	1

Stanwood West



Stanwood East

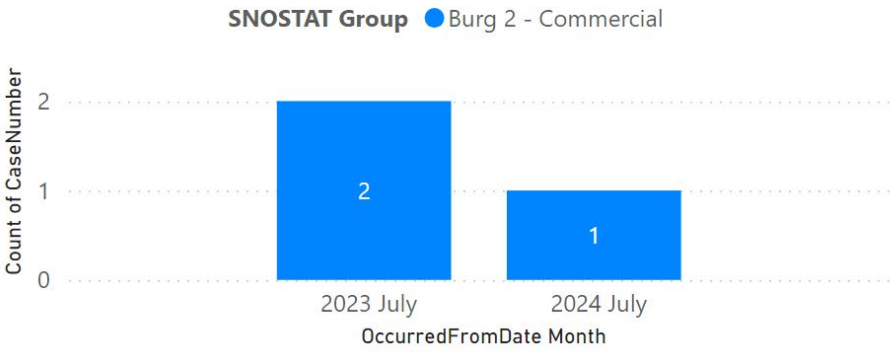




Burglary CASES

Jan 1 - Current Date		
Year	STWE	STWW
2021	1	5
2022	7	5
2023	7	7
2024	1	4

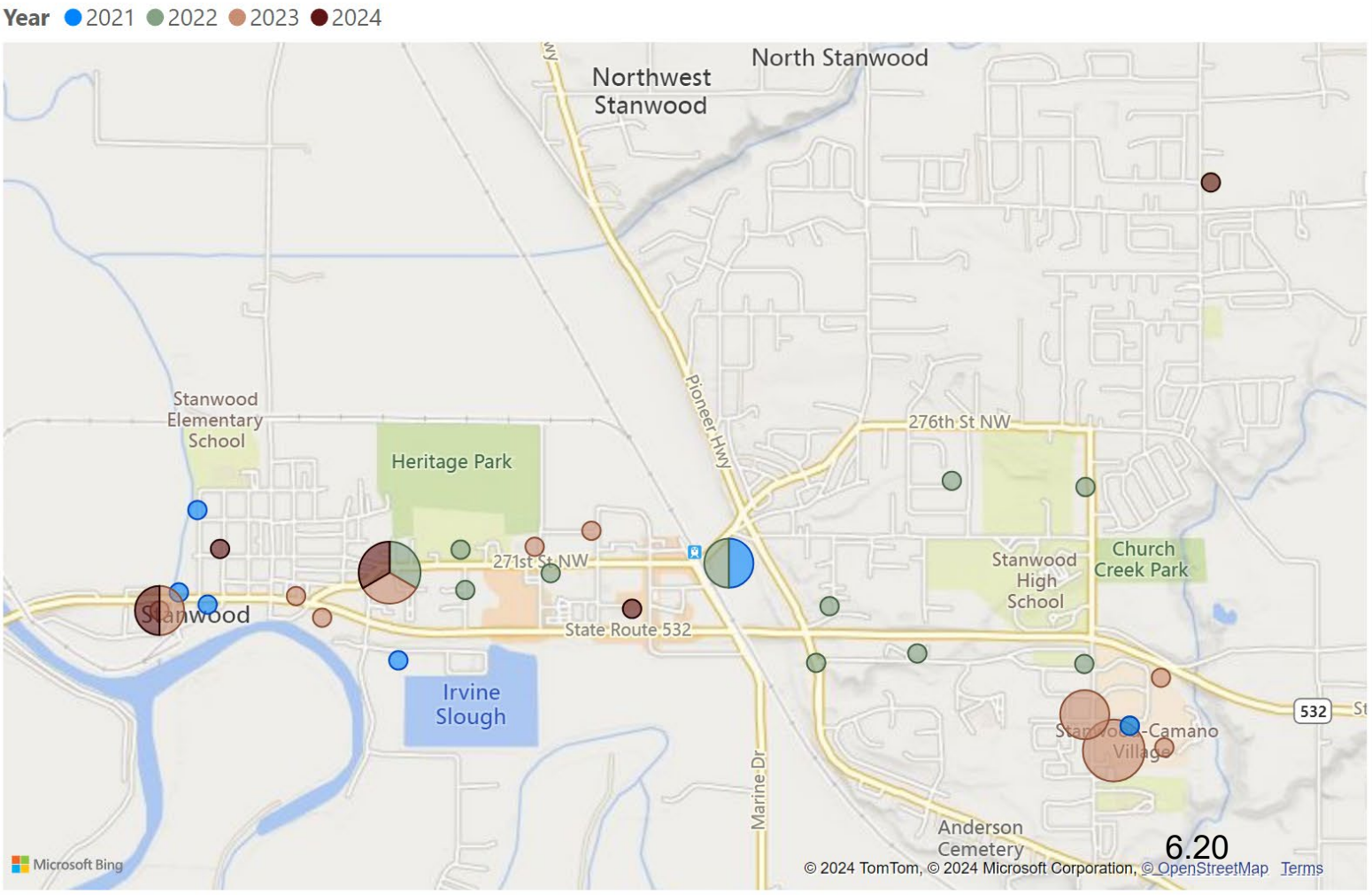
Stanwood West



Stanwood East



Count of CaseNumber by Year, Lat and Lon





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: August 8, 2024

SUBJECT: Finance/Personnel Committee Report

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – Finance/Personnel Committee Meeting
Minutes for July 25, 2024

SUMMARY STATEMENT

The minutes of the July 25, 2024, Finance/Personnel Meeting are attached to this staff report for council review.

	Finance & Personnel Committee Meeting Minutes July 25, 2024
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Councilmembers Present: Andreena Bergman, Dani Gaumont

Staff present: Finance Director David Hammond

Councilmember Bergman called the meeting to order at 6:02 p.m.

Agenda Items Discussed

1. Risk Management Review

Hammond briefed committee members on current policies and deductibles. The committee discussed the current deductible for auto and property policies and their cost, considering lower, or higher deductibles and costs. The committee concurred with staff recommendation to not change for 2025.

2. Second Quarter financial Report

Hammond briefed council on highlights of the second quarter report and answered questions from committee members.

Meeting adjourned at: 6:45 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: August 8, 2024

SUBJECT: Salary Commission Decision Letter and Meeting Minutes

CONTACT PERSON: David Hammond, Finance Director

ATTACHMENTS: A – Salary Commission July 29, 2024 Meeting Minutes
B – Salary Commission Decision Letter

SUMMARY

Ordinance 1306 requires the Salary Commission to meet between May and July of each year to determine whether to adjust councilmember and mayor salaries. A quorum of the Salary Commission met on July 29, 2024 (Attachment A) and unanimously voted to increase the mayor's compensation from \$2,350 to \$2,450 per month, and to increase councilmember compensation from \$600 to \$625 per month (Attachment B).



**Salary Commission
Meeting Minutes
July 29, 2024**

The July 29, 2024 Salary Commission Meeting was held in person at City of Stanwood City Hall. The meeting was called to order at 5:01 pm.

Commissioners in Attendance: Terrance Everett, Nick Hanson, and Sarah Oldow

Absent: Nicole Gilligan, Karl Hedeem

Staff Members in Attendance: David Hammond, Finance Director, and Lisa Sokolik, City Clerk

1. Salary Commission Roles and Responsibilities Overview

2. Elect Salary Commission Chairperson

Commissioner Everett was nominated and elected to Chair the 2024 commission meeting.

3. Review Compensation of Council and Mayor Comparison Cities

Hammond described the responsibilities and time commitments for the Mayor and Councilmembers.

The Commissioners reviewed the Mayor and Council salary comparison provided through the Association of Washington Cities (AWC). The comparison information is from a 2023 survey based on cities similar in organizational structure, i.e., mayor/council form of government with a professional city administrator. The comparison cities range in size and assessed values from smaller to larger than Stanwood, reflecting 2024 data. The 2024 salary was set in 2023 for the Mayor at \$2,350 and \$600 for Councilmembers.

4. Discussion

Hammond explained that the City of Stanwood has a strong-mayor and a hybrid City Administrator system. The mayor does not have a job description but has an array of leadership responsibilities, while the City Administrator oversees the day-to-day administrative aspects of those functions.

Hammond said the current mayor and council has taken on a heavy workload, not only with multiple streets, parks, and building projects, but they also worked on a full re-write of the Stanwood Municipal Code and the 10-year Comprehensive Plan Update.

Hammond discussed and answered questions about projected revenues and expenditures, and the Capital Investment for Parks, Facilities, and Streets.

The Commissioners discussed the city's growth and the level of activity the city administration has accomplished and has in progress. They reviewed and discussed the comparison cities' pay schedules.



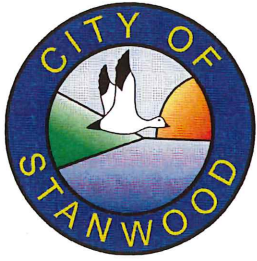
Salary Commission
Meeting Minutes
July 29, 2024

5. Set Mayor and City Council Salary for 2025

*A motion was made by Commissioner Hanson and seconded by Commissioner Everett to increase the Mayor's salary to a flat rate of \$2,450 per month and to increase the Councilmembers' Salaries to a flat rate of \$625 per month. **The motion passed unanimously.***

Adjourn: 5:45 pm

Lisa Sokolik, City Clerk



City of Stanwood

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

July 29, 2024

Subject: Filing of Salary Commission Decision

Dear City Clerk Sokolik:

The Salary Commission met on July 29, 2024, to determine the Councilmember and Mayor salary schedule for 2025. After carefully considering Mayor and Councilmember salaries in comparison cities, City Council budget priorities and fiscal performance, and the dedication of our elected officials, the Commission unanimously voted to set compensation at the following rate:

Mayor	\$ <u>2,450</u> per month
Councilmembers	\$ <u>625</u> per month

**In the event of the absence of the Mayor for a period of 30 days or longer, the Mayor pro tem shall be entitled to receive the Mayor's compensation for the duration of said absence.

Signed and submitted this 29th day of July 2024.



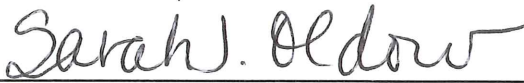
Terrance Everett, Commissioner

Karl Hedeem, Commissioner



Nick Hanson, Commissioner

Nicole Gilligan, Commissioner



Sarah Oldow, Commissioner



Lisa Sokolik, City Clerk, Attest

cc: Mayor Sid Roberts
Councilmember Dani Gaumond
Councilmember Marcus Metz
Councilmember Darren Robb

Councilmember Robert Hicks
Councilmember Steve Shepro
Councilmember Andreena Bergman
Councilmember Tim Schmitt



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: August 8, 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 38642 through 38690 and electronic fund transfers in the amount of \$574,972.61. (Note: check number 38728 was a misprint and was voided). Approve issuance of Washington Federal payroll electronic fund transfers in the amount of \$70,415.08.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 38642 THROUGH 38690 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$574,972.61 AND ISSUANCE OF WASHINGTON FEDERAL PAYROLL ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$70,415.08.

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 11:14:56 Date: 07/30/2024

07/12/2024 To: 07/30/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3505	07/23/2024	Payroll	3	EFT		3,350.00	July 2024 Draw
3506	07/23/2024	Payroll	3	EFT		1,800.00	July 2024 Draw
3507	07/23/2024	Payroll	3	EFT		2,500.00	July 2024 Draw
3508	07/23/2024	Payroll	3	EFT		2,500.00	July 2024 Draw
3509	07/23/2024	Payroll	3	EFT		2,000.00	July 2024 Draw
3510	07/23/2024	Payroll	3	EFT		1,000.00	July 2024 Draw
3511	07/23/2024	Payroll	3	EFT		2,000.00	July 2024 Draw
3512	07/23/2024	Payroll	3	EFT		3,000.00	July 2024 Draw
3513	07/23/2024	Payroll	3	EFT		4,000.00	July 2024 Draw
3514	07/23/2024	Payroll	3	EFT		2,000.00	July 2024 Draw
3515	07/23/2024	Payroll	3	EFT		2,000.00	July 2024 Draw
3516	07/23/2024	Payroll	3	EFT		2,200.00	July 2024 Draw
3517	07/23/2024	Payroll	3	EFT		1,800.00	July 2024 Draw
3518	07/23/2024	Payroll	3	EFT		2,000.00	July 2024 Draw
3519	07/23/2024	Payroll	3	EFT		500.00	July 2024 Draw
3520	07/23/2024	Payroll	3	EFT		1,500.00	July 2024 Draw
3521	07/23/2024	Payroll	3	EFT		1,800.00	July 2024 Draw
3522	07/23/2024	Payroll	3	EFT		1,000.00	July 2024 Draw
3523	07/23/2024	Payroll	3	EFT		2,800.00	July 2024 Draw
3524	07/23/2024	Payroll	3	EFT		2,000.00	July 2024 Draw
3525	07/23/2024	Payroll	3	EFT		500.00	July 2024 Draw
3526	07/23/2024	Payroll	3	EFT		4,500.00	July 2024 Draw
3527	07/23/2024	Payroll	3	EFT		1,500.00	July 2024 Draw
3528	07/23/2024	Payroll	3	EFT		2,000.00	July 2024 Draw
3529	07/26/2024	Payroll	3	EFT	Dept of Labor and Industries	10,184.75	2ND Quarter L&I: 04/01/2024 - 06/30/2024
3530	07/26/2024	Payroll	3	EFT	ESD - PFMLA	8,053.89	Pay Cycle(s) 04/01/2024 To 06/30/2024 - PFMLA; Pay Cycle(s) 04/01/2024 To 06/30/2024 - LTC
3531	07/26/2024	Payroll	3	EFT	Employment Security Dept	1,926.44	2nd Quarter Unemployment: 04/01/2024 - 06/30/2024
3546	07/15/2024	Claims	3	EFT	Washington Federal Bank	451.77	Analysis Service Charge for June
3623	07/24/2024	Claims	3	EFT	A-1 Mobile Lock & Key, INC		Test printing checks
3624	07/24/2024	Claims	3	EFT	APP- Associated Petroleum Products		Test printing checks
3625	07/24/2024	Claims	3	EFT	Atwell, LLC		Test printing checks
3630	07/25/2024	Claims	3	EFT	Advanced Analytical Solutions, LLC	432.83	001204
3631	07/25/2024	Claims	3	EFT	Advanced Analytical Solutions, LLC	492.83	001204
3632	07/25/2024	Claims	3	EFT	Gaylynn Brien	210.00	City of Stanwood
3633	07/25/2024	Claims	3	EFT	Databar Inc.	958.32	8952
3634	07/25/2024	Claims	3	EFT	Databar Inc.	280.33	8952
3635	07/25/2024	Claims	3	EFT	Edge Analytical, Inc	394.00	STA23
3636	07/25/2024	Claims	3	EFT	Edge Analytical, Inc	50.00	STA01
3637	07/25/2024	Claims	3	EFT	Edge Analytical, Inc	200.00	STA01
3638	07/25/2024	Claims	3	EFT	FCS Group- Solutions- Oriented Consult.	677.50	City of Stanwood
3639	07/25/2024	Claims	3	EFT	Lakeside Industries, Inc.	1,368.06	108469
3640	07/25/2024	Claims	3	EFT	Mackenzie	3,528.00	City of Stanwood
3641	07/25/2024	Claims	3	EFT	Maul Foster Alongi, Inc.	568.75	City of Stanwood
3642	07/25/2024	Claims	3	EFT	Maul Foster Alongi, Inc.	1,821.25	City of Stanwood
3643	07/25/2024	Claims	3	EFT	Maul Foster Alongi, Inc.	4,482.50	City of Stanwood
3644	07/25/2024	Claims	3	EFT	Stanwood Auto Parts	39.12	56100
3645	07/25/2024	Claims	3	EFT	Stanwood Auto Parts	188.27	56100
3646	07/25/2024	Claims	3	EFT	Stanwood Auto Parts	1.16	56100
3647	07/25/2024	Claims	3	EFT	Stanwood Auto Parts	19.17	56100
3648	07/25/2024	Claims	3	EFT	Stanwood Auto Parts	65.54	56100
3649	07/25/2024	Claims	3	EFT	Strategies 360 Inc	2,000.00	City of Stanwood
3650	07/25/2024	Claims	3	EFT	Summit Law Group	154.00	20450-1 JXL

CHECK REGISTER

City Of Stanwood

Time: 11:14:56 Date: 07/30/2024

07/12/2024 To: 07/30/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3651	07/25/2024	Claims	3	EFT	Thompson Guildner & Associates Inc. P.S.	5,723.60	City of Stanwood
3652	07/25/2024	Claims	3	EFT	Vestis	52.68	937963000
3653	07/25/2024	Claims	3	EFT	Vestis	52.68	937963000
3654	07/25/2024	Claims	3	EFT	Vestis	52.68	937963000
3655	07/25/2024	Claims	3	38642	A-1 Mobile Lock & Key, INC	349.99	City of Stanwood
3656	07/25/2024	Claims	3	38643	APP- Associated Petroleum Products	4,919.49	AP0100494
3657	07/25/2024	Claims	3	38644	Atwell, LLC	31,135.34	City of Stanwood
3658	07/25/2024	Claims	3	38645	Badger Meter, Inc	186.18	460708
3659	07/25/2024	Claims	3	38646	Builders Exchange of Washington Inc	58.90	City of Stanwood
3660	07/25/2024	Claims	3	38647	Cascade Columbia Distribution Co	4,027.71	City of Stanwood
3661	07/25/2024	Claims	3	38648	Community Resources Foundation	5,942.00	City of Stanwood
3662	07/25/2024	Claims	3	38649	Cues, Inc.	1,669.37	CU-98292000-Stanwood, City
3663	07/25/2024	Claims	3	38650	D-Square Energy LLC	3,656.09	City of Stanwood
3664	07/25/2024	Claims	3	38651	Gray & Osborne Inc	1,324.26	City of Stanwood; City of Stanwood
3665	07/25/2024	Claims	3	38652	H D Fowler Company, Inc	30.53	197360 City of Stanwood
3666	07/25/2024	Claims	3	38653	Hamilton Lumber LLC	414.38	66; 66; 66; 66
3667	07/25/2024	Claims	3	38654	Harmesen LLC	180.00	City of Stanwood
3668	07/25/2024	Claims	3	38655	Hough Beck & Baird Inc	5,137.71	City of Stanwood
3669	07/25/2024	Claims	3	38656	Lenz Enterprises Inc	1,907.39	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
3670	07/25/2024	Claims	3	38657	North County Regional Fire Authority	12,051.94	166
3671	07/25/2024	Claims	3	38658	O'Reilly Auto Parts	41.52	1872464; 1872464
3672	07/25/2024	Claims	3	38659	ODP Business Solutions, LLC	183.11	36274097; 36274097
3673	07/25/2024	Claims	3	38660	Occupant/	393.63	09 2572 10 - 7400 261ST ST NW A
3674	07/25/2024	Claims	3	38661	Owen Equipment Company Inc	1,977.00	36577
3675	07/25/2024	Claims	3	38662	PUD Of Snohomish County *	993.12	201942398; 200103539; 200794063; 202423729
3676	07/25/2024	Claims	3	38663	Pape' Machinery	604.07	6109854; 6109854; 6109854
3677	07/25/2024	Claims	3	38664	Pitney Bowes Inc- Purchase Power	300.00	80000-9090-0519-5677
3678	07/25/2024	Claims	3	38665	Puget Sound Hardware, Inc	143.82	City of Stanwood
3679	07/25/2024	Claims	3	38666	Puget Tech LLC	894.00	City of Stanwood
3680	07/25/2024	Claims	3	38667	Refund-Brian Scott	200.00	City of Stanwood
3681	07/25/2024	Claims	3	38668	Ricoh USA, Inc-Maint	1,158.48	4250811; 4250811; 4250811
3682	07/25/2024	Claims	3	38669	Ricoh USA, Inc.	318.23	316669-3800326; 1316669-3816549
3683	07/25/2024	Claims	3	38670	Safeway	36.92	191483
3684	07/25/2024	Claims	3	38671	Skagit Farmers Supply	1,384.72	135052; 135052; 135052; 135052; 135052
3685	07/25/2024	Claims	3	38672	Skagit Valley Publishing	330.33	48893; 48893; 48893; 48893
3686	07/25/2024	Claims	3	38673	Sno Co Dept Of Emergency Management	2,909.25	DEMSTNWD
3687	07/25/2024	Claims	3	38674	Sno Co District Court	887.96	DCT34003
3688	07/25/2024	Claims	3	38675	Sno Co Sheriff's Office - CB	1,764.82	91-6001368
3689	07/25/2024	Claims	3	38676	Sno Co Sheriffs Office *	196,463.92	SSH00001
3690	07/25/2024	Claims	3	38677	Everett Daily Herald/ Sound Publishing, Inc.	306.40	14104597
3691	07/25/2024	Claims	3	38678	Stanwood Ace Hardware #14901	840.35	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
3692	07/25/2024	Claims	3	38679	Stanwood Car Care	1,299.64	1565

CHECK REGISTER

City Of Stanwood

Time: 11:14:56 Date: 07/30/2024

07/12/2024 To: 07/30/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3693	07/25/2024	Claims	3	38680	Stanwood City Utility	5,820.61	1328; 1241; 4252; 4724; 4916; 2416; 1675; 1674; 1587; 1573; 1348; 1473; 1332
3694	07/25/2024	Claims	3	38681	Stanwood Commerce Alliance	7,500.00	City of Stanwood
3695	07/25/2024	Claims	3	38682	Stanwood Redi-Mix Inc	2,440.84	1CI090; 1CI090
3696	07/25/2024	Claims	3	38683	TRICO C/O SAVIBANK	13,238.97	City of Stanwood
3697	07/25/2024	Claims	3	38684	US Bank Na Custody/ Treas Div-Money Ctr	115.00	XXX717
3698	07/25/2024	Claims	3	38685	USA Bluebook	1,784.17	478228; 478228; 478228; 478228
3699	07/25/2024	Claims	3	38686	Utilities Underground Loc	122.76	134200
3700	07/25/2024	Claims	3	38687	WA St Dept of Ecology *	232,514.52	City of Stanwood; City of Stanwood
3701	07/25/2024	Claims	3	38688	Washington Economic Development Assn.	400.00	City of Stanwood
3702	07/25/2024	Claims	3	38689	Wave Broadband	135.22	3201-0316547-01
3703	07/25/2024	Claims	3	38690	Ziply Fiber	93.12	360-939-0579-080320-5
3705	07/25/2024	Claims	3	38728	A-1 Mobile Lock & Key, INC		Misprinted check, voided
3561	07/15/2024	Claims	8	EFT	US Bank St Paul	119.79	analysis service charge fee-US Bank singlepoint

001 General Fund	305,191.57
101 Street Fund	5,349.37
103 Street Construction Fund	3,176.23
104 Park And Trail Improvement Fund	12,010.21
110 Building Improvement Fund	16,766.97
115 Tourism And Promotion	8,394.00
401 Sewer Fund	248,337.46
403 Sewer Construction Fund	2,029.36
410 Drainage Fund	3,655.85
411 Drainage Construction Fund	252.25
421 Water Fund	8,804.53
422 Water Construction Fund	31,419.89

	Claims:	574,972.61
* Transaction Has Mixed Revenue And Expense Accounts	Payroll:	70,415.08
		645,387.69

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  Date: July 30, 2024



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

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

SUMMARY STATEMENT

The City Council meeting minutes for July 25, 2024, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE JULY 25, 2024, CITY COUNCIL MEETING MINUTES AS PRESENTED".

CITY OF STANWOOD
Regular Meeting of the City Council
July 25, 2024 | 7:00 p.m.
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Pro Tem Darren Robb 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, Steve Shepro, Andreena Bergman, and Tim Schmitt. The meeting was quorate.

*Motion by Councilmember Metz, second by Councilmember Bergman, to excuse Councilmember Robert Hicks. **Motion carried unanimously.***

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, City Attorney Nikki Thompson, Police Chief Jason Toner, City Planner Tansy Schroeder, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

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

4. Presentation

No presentation.

5. Public Comments

<u>Name</u>	<u>City</u>	<u>Topic</u>
Lisa Olander	Stanwood	The Wolfkill project was approved without a Downstream Drainage Analysis. She brought a report for council's review. Request for the drainage pond to be cleaned out now that it is dry.
Arne Wennerberg	Stanwood	Thanked Council for finishing the sidewalk on 276th. Requested that Council follow through with maintaining the drainage pond on the Carlson property.

6. Staff / Department Report

- a. Police Compstat Report – June
- b. Finance Second Quarterly Report

Councilmembers had question about the finance quarterly report which Finance Director Hammond answered.

7. Council Committee Reports

- a. Community Development Meeting Minutes – July 2, 2024
- b. Planning Commission Meeting Minutes – June 10, 2024
- c. Public Safety Committee Meeting Minutes – July 11, 2024

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks.
- b. Approve City Council Regular Meeting Minutes – July 11, 2024.
- c. Approve Summerset Springs Final Plat
- d. Approve Second Utility Account Adjustment
- e. Approve Second Reading and Adoption of Ordinance 1536 - SMC Title 7 Amendment Construction Noise

Motion by Councilmember Shepro, second by Councilmember Metz to approve consent agenda items A. approval of vouchers and payroll checks B. approve July 8, 2024 City Council Regular Meeting Minutes, C. approve Summerset Springs Final Plat, D. approve second utility account adjustment, and E. adoption of Ordinance 1536 SMC Title 7 Amendment "Construction Noise".

Motion carried unanimously.

9. Unfinished Business

No unfinished business.

10. Public Hearing

No public hearing.

11. New Business

No new business.

12. Public Closing Comments

No public closing comments.

13. Executive/Legislative Reports

- a. Mayor's Report
- b. City Administrator Report
- c. Councilmember's Report/Questions

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 Pro Tem Robb adjourned the meeting at 7:22 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk

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**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 8c
DATE: September 12, 2024
SUBJECT: Interlocal Agreement with Snohomish County DEM
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – Interlocal Agreement for Emergency Management Services

ISSUE

The issue in front of the city council is to authorize the mayor to sign a two-year interlocal agency agreement (ILA) with Snohomish County for emergency management services.

The purpose of the ILA is to provide an economical mechanism for administration and coordination of county and city emergency management programs to protect the public peace, health, and safety and to preserve the lives and property of the people of the county and city.

SUMMARY STATEMENT

Under RCW 38.52, each city and county in Washington State is required to establish a local organization or to be a member of a joint local organization for emergency management in accordance with the state comprehensive emergency management plan and program. The City of Stanwood joined Snohomish County and other Snohomish County cities to form a joint local organization for emergency management.

The city has been a party to the Interlocal Agency Agreement with Snohomish County for emergency management services since 2006 when Snohomish County assumed leadership of emergency management in north and east Snohomish County.

The current ILA will expire on December 31, 2024. There are no significant changes to the new ILA, which will be effective from January 1, 2025, through December 31, 2026, and has the option to be extended until December 31, 2030.

DISCUSSION

The purpose of the ILA is to provide for the preparation and carrying out of plans for emergency services in the event of an emergency or disaster; for the coordination of the emergency services with the county, other public agencies and affected private persons; and for the continuity of county government, in a manner consistent with the Washington Emergency Management Act, Chapter 38.52 RCW, and the Continuity of Government Act, Chapter 42.14 RCW.

One of the primary functions of the ILA is to adopt and maintain a comprehensive emergency management plan. A comprehensive emergency management plan is a written basic plan with elements which address all natural and man-made emergencies and disasters to which a political subdivision is vulnerable. The comprehensive emergency management plan specifies the purpose, organization, responsibilities and facilities of agencies and officials of the political subdivision in the mitigation of, preparation for, response to, and recovery from emergencies and disasters. (Paraphrased from WAC 118-30-030 (9)).

Each political subdivision (city and county) is required to maintain a current plan of operation which is based on a hazard analysis and include a basic document with the elements listed in WAC 118-30-060 (1)-(8). Participation in the ILA fulfills this requirement for the City of Stanwood. Participation in the ILA also ensures the city will be eligible for federal recovery and mitigation grant funds through FEMA.

The City is entitled during the term of the Agreement to representation on the Snohomish County DEM Advisory Board. The advisory board is composed of one member from each city, town or tribe that contracts with the county through the interlocal agreement for emergency management services. Additionally, the Director of Emergency Management participates as an ex officio representative to the advisory board, serving as a liaison between the county and the members, but is not a voting member.

The board serves in an advisory capacity and makes recommendation on emergency management plans; department budget; rate schedules for service charges to contracting agencies; grant applications; and other matters as requested by the county executive or director.

FISCAL IMPACT

For 2025 and 2026, the City will pay annual service charges to the County of \$12,766 – a \$1,129 increase based on the change in CPI-W from April 2023-April 2024. The service charge is calculated by multiplying the \$1.44 per capita charge by the city's 2024 population estimate of 8,865¹

By July 10, 2026, the County will issue a revision to Attachment B to reflect the city's population estimate from the Office of Financial Management (OFM) for 2027-2028. The per capita rate for 2027-2028 will be adjusted by the Seattle Tacoma Bremerton Consumer Price Index (April to April).

Payments are due and payable quarterly on January 31, April 30, July 31 and October 31.

If approved, \$12,766 will be added to the 2025 and 2026 general fund to support the annual service charge.

¹ the City's population number is from the Office of Financial Management (OFM) *April 1, 2024, estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, as set forth in Attachment B of the ILA.

OPTIONS

1. Authorize the mayor to sign the Snohomish County Interlocal Agreement.
2. Do not authorize the mayor to sign the Snohomish County Interlocal Agreement and direct staff to areas of concern.

RECOMMENDED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE SNOHOMISH COUNTY INTERLOCAL AGREEMENT FOR ADMINISTRATION AND COORDINATION OF COUNTY AND CITY EMERGENCY MANAGEMENT PROGRAMS.

**INTERLOCAL AGREEMENT FOR
EMERGENCY MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the “Agreement”) is made and entered into this 12th day of September 2024, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF STANWOOD, a municipal corporation of the State of Washington (the “City”) (individually “Party” and collectively “Parties”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County has established the Snohomish County Department of Emergency Management (hereinafter “SCDEM”) as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated March 29, 2021. —

D. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City’s responsibilities and obligations under Chapter 38.52 RCW.

E. The County and City believe that it is in the public interest to provide coordinated emergency management services as provided herein.

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 County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, upon the City providing the County written notice on or before April 30, 2026. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator"), who 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:

City's Initial Administrator:

Lucia Schmit, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Building A
Everett, Washington 98203

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

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the City may elect to receive any or all of the additional services described in Schedule B, which is attached hereto and incorporated herein, upon at least 30 days' written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The City shall remain responsible for the provision of all those services

identified in Schedule C, attached hereto, as well as any other services the City is otherwise required by law to perform.

5. Advisory Board.

The City shall be entitled during the term of this Agreement to voting representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended.

6. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Compensation.

7.1 Annual Service Charge. The City shall pay a Service Charge to the County. Beginning January 1, 2025, and as adjusted annually January 1. The Service Charge shall be a per capita rate based on: 1) the previous year's per capita rate adjusted by the amount of the change in the Bureau of Labor Statistic Consumer Price Index—Urban Wage Earner (CPI-W) for the Seattle-Bellevue-Everett area for the period of February to February, and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2024 version of which attached hereto and incorporated herein as Schedule D. By July 15 of each year, the County shall issue a revision to Schedule D to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Service Charge for the subsequent year. For 2025, the Biennial Service Charge shall be set at \$1.44 per capita.

7.2 Invoicing. The Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31 of each year.

7.3 Additional Services. If a City elects to receive additional service(s) as described in Schedule B, one half of the cost of additional service(s) shall be added to the quarterly invoice after the City notifies SCDem and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

7.4 Homeland Security and Emergency Management Performance Grants. The Parties acknowledge the importance of sustaining SCDem staff currently funded by federal grants. In the event that SCDem receives notice of cuts to federal grants that may jeopardize SCDem's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the City within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Biennial Service Charge. The City agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County,

or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

16. Entire Agreement; Amendment.

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 executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

17. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

18. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

19. Interpretation.

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.

20. 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.

21. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

22. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. 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.

23. 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.

24. 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.

25. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

26. 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 its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

27. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

28. 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 have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Stanwood, a Washington
municipal corporation

By _____

Name:

Title:

By _____

Name: Sid Roberts

Title: Mayor

**Approved as to indemnification
provisions:**

Risk Management

Approved as to Form:

City Attorney Nikki Thompson

Approved as to Form:

Guadamud, Rebecca

 Digitally signed by Guadamud,
Rebecca
Date: 2024.05.03 12:08:33 -07'00'

Deputy Prosecuting Attorney

Schedule A

Description of Emergency Management Services

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

1. General: SCDEM will maintain an emergency management organization that complies with state law, federal guidelines, and adheres to the standards of the Emergency Management Accreditation Program (EMAP). This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing disaster management relationships within geographic sectors within the county, sectors defined by expected damages to critical transportation and communications infrastructure during a catastrophic incident.

2. Planning: SCDEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCDEM will use, and encourage the use of, systematic planning processes that engage the whole community.

a. SCDEM will maintain the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain a CEMP, as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively, using the Hazard Identification and Risk Assessment (HIRA) developed during the Hazard Mitigation Planning process. CEMPs will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

b. SCDEM will maintain the Snohomish County Hazard Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. As a part of the Snohomish County Hazard Mitigation Plan, SCDEM will identify the natural and human-caused hazards that potentially impact Snohomish County using multiple sources and titled the Hazard Identification and Risk Assessment (HIRA). Upon request, SCDEM will provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6. Prior to pursuing Hazard Mitigation Grant Program funds, Participating Jurisdictions are required to have a Jurisdiction-specific, FEMA approved, and locally adopted HMP annex. SCDEM will provide technical assistance to Participating Jurisdictions applying for Hazard Mitigation Grant Program funding.

c. SCDEM will maintain the Snohomish County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Disaster Recovery Framework.

d. SCDEM will provide, upon request, technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Continuity of Operations Plan.

e. SCDEM will maintain standard procedures for its Emergency Operations Center and provide technical assistance (templates, meeting facilitation, and document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers or jurisdictional command posts.

f. SCDEM will participate in regional- and state-level planning efforts, representing Snohomish County and, unless otherwise specified, the Participating Jurisdictions within Snohomish County. Examples of such efforts include the Mount Baker/Glacier Peak Response Plan, the Regional Catastrophic Planning Team, and the Statewide Catastrophic Incident Planning Team (SCIPT).

3. Training and Exercise: SCDEM will assist Participating Jurisdictions with training and exercise that develops, maintains, or expands their emergency management capabilities. The nature of DEM support is described below and will be further specified in the annual Integrated Preparedness Plan (IPP).

a. SCDEM will conduct an annual Integrated Preparedness Planning Workshop (IPPW) in order to identify training priorities and develop a coordinated planning, training and exercise calendar for the coming year. Jurisdictions are strongly encouraged to participate in the IPPW and the development of annual priorities. DEM will use these priorities, in its sole discretion, to determine the extent to which DEM allocates staff time to training and exercises, including, not limited to, exercise development, bringing in countywide training, or delivering training in Participating Jurisdictions. SCDEM will also designate representatives of Snohomish County and the Participating Jurisdictions to participate in the State's annual IPPW.

b. SCDEM will maintain an Integrated Preparedness Plan (IPP) that describes the outcomes of the IPPW. SCDEM will maintain an online training calendar and periodically distribute training and exercise opportunities to the Participating Jurisdictions.

c. SCDEM will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan, National Qualification System, and FEMA's Core Capability Development Sheets. The training program will offer a minimum of 75 training days each year, covering topics identified in the IPP, and to include (but not limited to):

i. Incident Command System

- ii. Emergency Operations Center Skillset
- iii. Overview for Executives/Senior Officials (or equivalent)
- iv. Hazard Awareness
- v. Emergency Management Planning
- vi. Communications and Public Information (e.g., ARRL-approved HAM radio and/or Joint Information System/Center)
- vii. Upon request, SCDEM will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.
- viii. Annually, SCDEM will host the local delivery of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.
- ix. On behalf of each Participating Jurisdiction, SCDEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium (or like training provider). The Participating Jurisdiction requesting such courses will be responsible for identifying a location and for covering any costs associated with the course delivery, e.g., refreshments.

d. SCDEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCDEM's exercise program is to evaluate established plans and/or procedures and identify ways to improve those plans and/or procedures. The exercise program includes:

- i. Every three years SCDEM will conduct a countywide functional exercise that evaluates Snohomish County's CEMP, the procedures used in the Snohomish County Emergency Operations Center, and our ability to coordinate with jurisdictions throughout Snohomish County. SCDEM strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan. In the years between the countywide functional exercise, SCDEM will coordinate progressively challenging exercises to develop emergency response capabilities identified annually in the IPP. These may include (but not be limited to) CPOD, damage assessment, and/or communications.
- ii. Countywide, SCDEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

4. Readiness and Response: SCDEM and Participating Jurisdictions will coordinate their emergency response activities to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. SCDEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer will be available via direct cell phone number and via Snohomish County 911.

b. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

c. SCDEM will maintain and, when necessary, activate the Snohomish County Emergency Operations Center (SCEOC) and implement the Snohomish County CEMP and applicable procedures. The SCEOC may activate in anticipation of, or immediately after, catastrophic incidents as defined by RCW 38.52.010(6). The SCEOC may also activate to provide support during pre-planned events or at the approved request of a Participating Jurisdiction. Requests to activate the SCEOC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCEOC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

d. SCDEM will maintain and, when necessary, activate the Snohomish County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession

e. When activated, the SCEOC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCEOC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCEOC. When necessary, SCDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e., from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

f. When activated, the SCEOC will coordinate situational awareness among affected jurisdictions within Snohomish County, and with regional and state partners.

g. When activated, the SCJIC shall coordinate public information and messaging by all means practicable to inform the public about critical lifesaving and life-sustaining information. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCDem Director or the appropriate designee in the SCDem line of succession, SCDem will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCEOC, SCDem may request that Participating Jurisdictions deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCDem will, under the provisions of SCC Chapter 2.36, initiate through the County Executive a Proclamation of Emergency for Snohomish County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDem as soon as practicable of their intent to proclaim a disaster and provide SCDem with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDem and Participating Jurisdictions will coordinate their disaster recovery activities to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCDem, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster preliminary damage assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDem will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDem will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, the Snohomish County Auxiliary Communications Service (ACS).

a. Participating Jurisdictions will identify potential ACS volunteers. SCDem will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

b. SCDem will coordinate quarterly Community Emergency Response Team (CERT) leadership meetings for a countywide CERT capability. In this capacity, SCDem will support volunteer team coordinators of self-organized and governed CERTs with potential resource information. Potential CERT volunteers will be directed by SCDem to their nearest

hosted/supported programs. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers.

i. SCDEM, in collaboration with the team coordinators, will support development and maintenance of countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

c. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCDEM, its Participating Jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross. SCDEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

d. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore, Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education to improve overall community resilience.

a. SCDEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to its "Individually Prepared, Together Resilient" and "Know Your Hazards" campaigns and procure and make available FEMA-produced preparedness materials and/or WA Emergency Management Division preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

b. SCDEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio stations.

c. SCDEM will develop and promote disaster preparedness information to be disseminated during September, which is FEMA's National Disaster Preparedness month. This will include the development and publication of DEM's annual Preparedness Guide to be delivered via its affiliation with local printed media.

d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 14 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incur any extraordinary costs associated with such events, e.g. refreshments, room rental costs, etc.

e. Annually, SCDEM will produce an annual report that summarizes its major activities for the previous year. The annual report will be distributed to the Participating Jurisdictions and the Director will be available, upon request, to present it to each Participating Jurisdiction's elected officials.

8. SCDEM Resources: SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCDEM Duty Officer or, when activated, the Snohomish County EOC. Examples of some key resources include:

a. Command vehicle, commonly referred to as a "ComVan." A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. SCDEM provides operator training but does not typically provide an operator. Requests for an operator will be considered on a case-by-case basis, but it is the primary responsibility of the requesting Jurisdiction to identify, maintain, and provide qualified operators.

b. Communications vehicle, commonly referred to as "DEM 10." The communications vehicle provides a motorized, self-contained, climate-controlled capability to augment communications.

c. Mobile IT Response Units (MITRUs). MITRUs are mobile communications trailers, equipped with an array of supplies and equipment to enable emergency communications, including internet, local network functionality¹, radio communications, and equipment to support basic operations.

d. Mobile Emergency Operations Center (MEOC). The MEOC is a trailer equipped with supplies like tables, chairs, light sets, pop-up tents, etc. that can support an alternate EOC capability.

e. Alert and Warning. SCDEM will maintain a system that provides alert and warning to county residents. Access to this system will be through Sno911, the SCDEM Duty Officer or, when activated, the Snohomish County EOC.

¹ A Local Network is defined as a group of two or more connected computers that can share resources like a printer, an internet connection, an application, etc.

Schedule B
Description of Additional Emergency Management Services

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s) as described below, the City shall notify SCDem in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCDem and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

1. Planning:

a. SCDem will provide technical assistance to develop a functional emergency management plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

Participating Jurisdiction elects this service: _____
(initial)

2. Training and Exercise:

a. SCDem will provide one jurisdiction-specific training opportunity.

Participating Jurisdiction elects this service: _____
(initial)

b. SCDem will provide one jurisdiction-specific exercise opportunity. Scheduling this exercise shall occur at the annual IPPW.

Participating Jurisdiction elects this service: _____
(initial)

c. SCDem will process Participating Jurisdiction's application for FEMA's Integrated Emergency Management Course.

Participating Jurisdiction elects this service: _____
(initial)

3. Readiness and Response:

a. On behalf of the Participating Jurisdiction, SCDEM will provide technical support for the development of jurisdiction-specific emergency operations capability.

Participating Jurisdiction elects this service: _____
(initial)

4. Outreach and Education:

a. SCDEM will develop and promote a jurisdiction-specific outreach campaign.

Participating Jurisdiction elects this service: _____
(initial)

5. Communications Support:

a. SCDEM's Communications Officer will provide technical support to ensure interoperable radio communications; specifically, procure and install compatible communications hardware.

Participating Jurisdiction elects this service: _____
(initial)

Schedule C

Expectations of Participating Jurisdiction

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility.

1. General:

a. In accordance with RCW 38.52.070, each Participating Jurisdiction will establish a local emergency management organization and appoint a director who will serve as the point of contact for SCDEM.

b. In accordance with SCC 2.36, each Participating Jurisdiction will designate representatives to the DEM Advisory Board and attend the quarterly meetings. The Advisory Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; grant applications and utilization of awarded grant funds; and other matters as requested by the county executive or the director.

2. Planning:

a. Participating Jurisdictions will maintain a CEMP that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the jurisdiction; will describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations; and include the procedures to be used during emergencies for coordinating local resources.

b. Participating Jurisdictions will maintain an HMP annex that meets the requirements set forth in the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6. The local HMP annex is required to be approved by FEMA and locally adopted in order to be eligible for any federal Hazard Mitigation Assistance (grant programs).

c. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

3. Training and Exercise:

a. With SCDEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual Integrated Preparedness Planning Workshop (IPPW). Facilitating training and exercise opportunities not scheduled at the IPPW shall be at the discretion of the SCDem Director.

4. Coordinating Disaster Response Activities: Participating Jurisdictions will coordinate, to the extent practicable, their emergency response activities with and through SCDem in order to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. During, or in anticipation of disasters as defined by RCW 38.52.010(6), affected Participating Jurisdictions will activate their incident management structure and Comprehensive Emergency Management Plan, and notify SCDem as soon as practicable.

b. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e., from the SCEOC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

c. Participating Jurisdictions shall submit incident-related information to the SCEOC and the SCEOC shall develop and provide comprehensive situation reports to the Participating Jurisdictions, as well as to regional and state partners.

d. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

e. When requested and practicable, Participating Jurisdictions will deploy liaisons to the Snohomish County EOC to enhance communication between the SCEOC and the incident site(s).

f. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDem as soon as practicable of their intent to proclaim a disaster and provide SCDem with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCDem and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDem will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCDem will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Community Emergency Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS).

a. Participating Jurisdictions will identify potential volunteers to affiliate with CERT and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore, Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDem are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCDem will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

8. SCDem Resources: SCDem maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCDem Duty Officer or, when activated, the Snohomish County ECC. When requesting a ComVan, the Participating Jurisdiction bears the primary responsibility for providing a qualified driver and should not expect SCDem to provide an operator.

Schedule D
**2025 Annual Service Fees by
Jurisdiction**

2025 Annual Service Fees			
Jurisdiction	April 1, 2024 Population Est.¹	2025 Per Capita Rate²	2025 Service Fees³
Arlington	22,980	\$1.44	\$33,091
Brier	6,600	\$1.44	\$9,504
Darrington	1,515	\$1.44	\$2,182
Edmonds	43,420	\$1.44	\$62,525
Gold Bar	2,310	\$1.44	\$3,326
Granite Falls	4,775	\$1.44	\$6,876
Index	160	\$1.44	\$230
Lake Stevens	41,540	\$1.44	\$59,818
Lynnwood	41,500	\$1.44	\$59,760
Mill Creek	21,630	\$1.44	\$31,147
Monroe	20,830	\$1.44	\$29,995
Mountlake Terrace	24,260	\$1.44	\$34,934
Mukilteo	21,590	\$1.44	\$31,090
Snohomish	10,350	\$1.44	\$14,904
Stanwood	8,865	\$1.44	\$12,766
Sultan	7,160	\$1.44	\$10,310
Woodway	1,345	\$1.44	\$1,937
Tulalip Tribes ⁴	2,944	\$1.44	\$4,239
Stillaguamish Tribe ⁵	387	\$1.44	\$557

¹Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2024 Estimates; <https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>.

² The 2023 rate (\$1.38) increased by the February to February CPI-W for Seattle-Bellevue-Everett (4.2%) = \$1.43796.

³The 2025-26 estimated annual service fees are based on the April 1, 2024 population estimate multiplied by the per capita rate.

⁴The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department every year.

⁵The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer every year.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: August 8, 2024

SUBJECT: Authorize the Mayor to Sign an Interlocal Agreement with the Stillaguamish Flood Control District for Dredging Services

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Stillaguamish Flood Control District for Dredging Services ILA

PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign an Interlocal Agreement with the Stillaguamish Flood Control District.

BACKGROUND

The City has ongoing need to maintain various drainage utility resources.

ANALYSIS

The ILA specifies an annual maximum of \$150,000. Specific projects will be executed by written task orders with the district.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends entering into the ILA with the Stillaguamish Flood District.

Committee/Board Recommendation:

The Public Works Committee has not reviewed this proposal prior to the August 8, 2024 City Council Meeting.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Interlocal Agreement with the Stillaguamish Flood Control District for Dredging Services.
2. Send back to Public Works Committee for additional discussion.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE STILLAGUAMISH FLOOD CONTROL DISTRICT FOR DREDGING SERVICES.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
STANWOOD AND STILLAGUAMISH FLOOD CONTROL DISTRICT
FOR DREDGING WITH THE STILLAGUAMISH
FLOOD CONTROL DISTRICT**

This INTERLOCAL AGREEMENT FOR DREDGING SERVICE (this “Agreement”), is made and entered into this 24th day of July, 2024, by and between THE STILLAGUAMISH FLOOD CONTROL DISTRICT, a political subdivision of the State of Washington (the “District”), and the CITY OF STANWOOD, a Washington municipal corporation (the “City”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The District and the City agree that it will be more efficient and mutually beneficial for the District and the City to work together cooperatively to dredge drainage assets, which will be defined as set forth in Section 3 below.

B. For purposes of this Agreement, the dredging services performed by the District with respect to the Project shall be referred to as the “Construction Services” or “Services.”

C. The District and the City desire for the District to be the entity responsible for the overall planning, and construction of the certain dredging projects. The District and the City anticipate that these services will be required on an on-going basis.

D. In exchange for the Services provided by the District, the City shall reimburse the District its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

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 District and the City agree as follows:

1. Requirements of Interlocal Cooperation Act

1.1 Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this Agreement is for the District and the City to work together efficiently and effectively to accomplish dredging services. This Agreement establishes the District as the entity responsible for all aspects of the planning, design, and construction of these services. The City shall cooperate with the District to the extent reasonably necessary for accomplishing the services, and shall reimburse the District for the District’s actual costs incurred in performing the Design Services and the Construction Services.

1.2 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3 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 its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4 Administrators. Each party to this Agreement shall designate an individual (an “Administrator”), who 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:

DISTRICT ADMINISTRATOR

Chuck Hazerlton
Stillaguamish Flood Control District

Stanwood, WA 98292

CITY ADMINISTRATOR

Kevin Hushagen
Public Works Director
10220 270th Street NW
Stanwood, WA 98292

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

2. Effective Date and Duration

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it (i) has been duly executed by both parties, and (ii) either filed with the Snohomish County Auditor or posted on the City’s website. This Agreement shall remain in effect through September 30, 2027, unless earlier terminated pursuant to the provisions of Section 11 below. The agreement may be extended by written agreement of the parties.

3. Scope and Definition of Project

3.1 Scope of Services. Dredging projects will be identified in task orders.

3.2 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their respective Administrators to accept, deny, and negotiate Contracts and Addendums to achieve the Project described in Section 3.1 above as well as any addition, elimination, or change to the Project as as required to complete the Project, including any associated increase, decrease, or other change to the costs of the Project.

4. Services Provided by District

4.1 Lead Agency. The District shall serve as the lead agency for the Project.

4.2 Services. The District shall perform for the City the “Construction Services,” as that term is defined in Recital B.

4.3 Quality of Services. The Services performed by the District under this Agreement shall adhere to the standards set forth in Standard Specifications for Road, Bridge, and Municipal Construction manual, Construction manual, HPA Permit 2024-4-329+01 and Local Agency Guidelines manual, all published by the Washington State Department of Transportation. The City may, at its sole expense, furnish an inspector to review the Project. The City's inspector may communicate with the District and the District's Administrator. The City's inspector shall not communicate, directly or indirectly, with any contractor or subcontractor hired by the District as described in Sections 4.6 and 4.7 below. The District shall comply with all laws of the State of Washington applicable to the Project and conduct of the Project work.

4.4 Preconstruction Meeting. Prior to the performance of any Construction Services, the District shall schedule a preconstruction meeting which the City's Administrator or their designee shall attend.

4.5 Independent Contractor. The District will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The District has the express right to direct and control the District's activities in providing the agreed Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

4.6 Sub-Contracting. The District may, in its sole discretion, hire one or more contractors and/or sub-contractors to perform some or all of the Services.

5. Cooperation by City

5.1 Covenant to Cooperate. The City covenants to the District that it shall cooperate with the District in accomplishing the Project. The City shall make its personnel, including but not limited to its Public Works Department staff, available to the District at reasonable times and upon reasonable advance notice, for purposes of facilitating the District's performance of the Services.

5.2 Grant of Access. The City certifies to the District that the City owns the real property or rights-of-way upon which the Project are located and additional real property or rights-of-way are not needed for the Project. The City further grants to the District, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the District to access in performing the Services.

5.3 Permitting. The City shall obtain and provide to the District copies of all permits necessary for the Project.

6. Payment by City

6.1 Actual Costs. The District shall be reimbursed in full by the City for the actual costs of the Services provided by the District on a time and materials basis. The District agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City.

6.2 Contract Maximum. The maximum amount payable to the District from the City under this Agreement shall not exceed one hundred and fifty thousand dollars (\$150,000) annually. Specific projects may include overhead and indirect costs. The District shall not undertake work on the Project when such work is expected to exceed this Contract Maximum absent first obtaining written approval from the City.

6.3 Invoicing and Payment. The District shall invoice the City or its designee for all Services performed by the District. The City shall remain liable for complete and timely payment of all amounts invoiced. The District shall include in each invoice documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the District disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the District within sixty (60) days of the invoice date.

7. Indemnification/Hold Harmless

7.1 District's Indemnification of City. The District shall indemnify, defend and hold the City harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the City may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on, about or around the Project due to or arising out of the District's performance of Services pursuant to this Agreement, but only to the extent such accidents, damages or injuries are due to any negligent or wrongful act or omission of the District; or (ii) any breach or Default (as such term is defined in Section 10.1 below) by the District under this Agreement.

7.2 City's Indemnification of District. The City shall indemnify, defend and hold the District harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the District may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on or around the Project during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such term is defined in Section 10.1 below) of the City under this Agreement.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Section 7.1 and Section 7.2 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.

7.4 Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. 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 party to the indemnified party(s).

9. Compliance with Laws

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

10. Default and Remedies

10.1 Default. If either the District or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

10.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

11. Early Termination

11.1 30 Days' Notice. Except as provided in Section 11.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.2 Lack of Funding. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 11, the City shall pay the District for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The District shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the City shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

12. Notices

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

13. Miscellaneous

13.1 Entire Agreement; Amendment. 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. Except as otherwise provided in Section 3 above, 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.

13.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

13.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

13.4 Interpretation. 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.

13.5 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.

13.6 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 either party of any particular Default constitute a waiver of any other Default or any similar future Default.

13.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. 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.

13.8 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.

13.9 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.

13.10 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the District. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

13.11 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 have executed this Agreement as of the date first above written.

DISTRICT:

Stillaguamish District, a political
subdivision of the State of Washington

By _____
Chuck Hazelton, District Chair

CITY:

The City of Stanwood

By _____
Sid Roberts, Mayor

Approved as to Form:

District Attorney

Approved as to Form:

City Attorney



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a
DATE: August 8, 2024
SUBJECT: Stanwood Municipal Code Title 10 – Vehicles and Traffic
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Ordinance 1532 Adoption of Title 10

PURPOSE

The purpose of this agenda item is for Council review and acceptance of the second reading of Ordinance 1532, adoption of Title – 10, Vehicles and Traffic, of the Stanwood Municipal Code.

SUMMARY

Title 10, Vehicles and Traffic is part of the next group of Titles to be amended as part of the Municipal Code Update project. The draft amendments delete outdated code citations and modernize the text by applying current best practices. It notes where new sections have been added or where moved.

Title 10 – Vehicles and Traffic, is the general traffic enforcement code for the City and is generally enforced by the Police and Public Works Departments. As most of Title 10 is significantly outdated, it was completely rewritten to comply with current law and City procedures.

BACKGROUND

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. The update is intended to be user friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

To help guide the review of the amendments, two types of informational banners are included in the descriptive versions of each amendment. These blue- and yellow-colored bars highlight changes, recommendations and questions; it notes where new sections have been added or where moved.

 Blue banner describes actions taken or issue descriptions.

 Yellow banners highlight important policy issues.

Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being processed together. To date, the Council has approved the following Title groupings:

Stanwood Municipal Code Titles	Action
Interim Zoning Regulations Prohibiting Mini-Storage Facilities	Council Approved October 27, 2022
Interim Sign Regulations Signs in the Right of Way	Council Approved January 26, 2023
Title 1 – General Provisions Title 2 – Personnel Title 4 – Administration (New)	Council Approved April 23, 2023 Three Readings
Title 6 – Parks and Public Spaces (New) Title 9 – Public Peace, Morals, and Safety Title 13 – Civil Enforcement	Council Approved June 8, 2023 Three Readings
Title 7 – Noise Ordinance Only	Council Approved July 13, 2023
Title 3 – Revenue and Finance Title 5 – Business Licenses & Regulations	Council Approved December 14, 2023 Three Readings
Title 7 – Health and Sanitation Title 8 – Animals	Council Approved May 9, 2024 Two Readings
Fireworks Code Amendment	Council Approved June 13, 2024 Three Readings
Complete Streets Code Amendment	Council Approved June 13, 2024 Two Readings
Construction Noise Ordinance	Pending Council Action
Title 10 – Vehicles and Traffic	Pending Council Action
Title 11 – Streets and Public Rights-of-Way	Pending Council Action

As amendments are approved, there may be times when chapters or sections within previously approved Chapters or Titles will need to be amended to ensure consistency throughout the Municipal Code.

ANALYSIS

Title 10 – Vehicles and Traffic, is the general traffic enforcement code for the City and is generally enforced by the Police and Public Works Departments. As most of Title 10 is significantly outdated, it is recommended to eliminate the majority of this Title and adopt by reference the Washington State Model Traffic Ordinance (MTO).

The State MTO is a set of uniform laws used by local governments to manage the use of roadways and enforce vehicle traffic consistently throughout the state. Per the Washington Administrative Code 308-330 the MTO is not intended to deny any local authority its legislative power, but rather to enhance safe and efficient movement of traffic throughout the state by having current, uniform traffic laws available. Cities may exclude any section of the MTO which they do not want to include in their local traffic ordinance.

Amendments to Title 10 include:

Chapter 10.01 – General Provisions: This chapter will contain provisions applicable to the entire Title, including definitions, enforcement authority, authority to erect signage and severability.

Chapter 10.10 – Rules of the Road: Adopt the Model Traffic Ordinance by reference for rules and regulations applicable to vehicles and traffic.

Chapter 10.20 – Speed Limits: Adopt default speed limits for streets and school zones.

Chapter 10.40 – Parking: Addresses parking of vehicles, towing, impoundment and enforcement.

City Dock Regulations – Move to Title 6 and update to address the motorized and non-motorized boat launch at Hamilton Landing Park.

Council Policy Decision Issues:

The following policy issues need to be discussed before the final reading:

1. Neighborhood Electric Vehicles.

The city has received a specific request to allow street legal neighborhood electric vehicles in Stanwood. The MTO incorporates by reference RCW 46.61.725 regulating and allowing neighborhood electric vehicles. However, as an option to provide clarity to the community a new section can be added that specifically adopts the Neighborhood Electric Vehicles RCW.



What is a Neighborhood Electric Vehicle (NEV)?

A Neighborhood Electric Vehicle (NEV) can resemble a golf cart. However, it is battery-electric, can travel at a maximum speed of 25 mph (40 kmh), and has a maximum loaded weight of 3,000 lbs (1361 kg). NEVs can be legally operated on most public roads where the posted speed limit is 35 mph (50 kmh) or less.

SMC 10.10.020 – Adoption by reference:

(3) RCW 46.61.725, Neighborhood Electric Vehicles is hereby adopted by reference. Such vehicles may only be operated on roads posted with a speed limit of 35 miles per hour or less.

2. Scooters.

Currently motorized scooters are only allowed on city streets and users must be 16 years or older. State law (RCW 46.20.500(5)) allows motorized foot scooters on sidewalks if authorized by a local jurisdiction. "Persons under sixteen years of age may not operate a motorized foot scooter unless provided otherwise by a local jurisdiction. A motorized foot scooter may be operated at a speed of up to fifteen miles per hour on a roadway or bicycle lane, and may be operated on a sidewalk or on pedestrian or bicycle trails if authorized by a local jurisdiction, which shall specify the maximum speed of such sidewalk operation."

Motorized scooters are becoming increasingly popular as a mode of transportation for people of all ages. Elementary and middle school children are now using these devices to get to and from school, similarly to bicycles.

As an alternative to an outright ban on motorized scooters an option is to add language to the code allowing the use of scooters on city streets and sidewalks.



Google Image

In speaking with the School District about the use of scooters, they said they would treat them the same as bicycles: students need to walk alongside the scooter once on District property.

As an alternative to an outright ban on motorized scooters an option is to add the following:

- (1) **Per RCW 46.20.500(5) persons under the age of sixteen years may operate a motorized foot scooter on City sidewalks, bike lanes, multipurpose trails, or in city parks at a speed not more than fifteen miles per hour.**

3. **No Idling in School Zones.**

It has become more common over the last 15+ years for parents to drop off and pick up their children from school. This creates a queue of cars idling as parents wait for their children. The scientific community has raised concerns about the exhaust from vehicles creating hot spots of localized air pollution. When engines are left idling, the amount of exhaust in the air has the potential to negatively impact children's health. As such a no-idling in school zones section was added to the draft ordinance.

10.10.060 Excessive Idling

- (3) All privately owned vehicles within 100 feet of a school shall turn off their engines while waiting to drop off or pick up students. For activities requiring a prolonged stay at a school, privately owned vehicles should be parked.

4. **Truck Routes.**

Staff has heard through many public comments that the City should adopt truck routes to reduce impacts on local and neighborhood streets. Truck routes can improve the quality of life for residents by:

- Reducing the impacts of construction trucks in residential areas;
- Reduce wear and tear on city streets; and
- Supports the reduced emission policies in the Comprehensive Plan.

A new section was added to Title 10 adopting a truck route in the City. The exact route needs to be adopted by resolution after consultation with our local businesses and contractors.

10.10.100 Truck Routes

Except as otherwise provided by this chapter, the operation of the following vehicles shall only occur upon or within (1) the designated truck routes established pursuant to City Council Resolution; and (2) the state highway system within which such operation is unrestricted.

- (1) Any moving van, dump truck, tank truck, used or designed for the purpose of transporting petroleum products;
- (2) Any vehicle designed or used for the transportation of commodities or materials;
- (3) Any vehicle That exceeds eight feet in width, twenty-six feet in length;
- (4) Exceeds twenty thousand pounds (ten tons) gross weight, including load; or
- (5) That is restricted by cargo or contents due to the transportation of radioactive material or hazardous cargo.

5. Reduced Speed Limits in School Zones.

Stanwood has posted “school zone” speed limit signs per state law. However, there were no provisions in City code implementing this law. The proposed draft adds a new section formally adopting a reduced speed limit within 300 feet of an active school or playground.

Options include limiting the time and days when the reduced speed limit is enforceable.



10.20.030 School Zone Speed Limits

It is unlawful for a person to operate a vehicle at a speed in excess of twenty miles per hour within 300 feet of an active school or playground use:

- (1) Between the hours of 7 am and 4 pm on days when school is in session; and
- (2) When the school zone is fully posted with standard school speed limit signs or standard playground speed limit signs.

6. Default Speed Limits in Alleys.

It has been requested to adopt speed limits in alleys. A new section was added to 10.20.040 setting a 10-mph speed limit in alleys.

10.20.040 Default Speed Limits

- (1) Except as provided otherwise, the speed limit within the City of Stanwood is 25 mph, as established by RCW 46.61.400.
- (2) The speed limit in city alleys is 10 mph.

7. Decreased Speed Limits on State Highways.

It has been requested to make the speed limit on SR 532 a consistent 35 mph. This amendment does not make that change as any speed limit changes on SR 532 has to be coordinated and approve by the Washington State Department of Transportation. This could be an issue we raise with our next meeting with WSDOT and added as a 2025/2026 work plan item.



35 mph Speed Limit on SR 532 Just Past 92nd Avenue



45 mph Speed Limit on SR 532 Between Pioneer Highway and 88th Avenue



45 mph Speed Limit on SR 532 Just Past 72nd Avenue by the High School.

8. Parking Exception.

The 72-hour on-street parking limitation is a concern for property owners; especially for those that with limited on-site parking availability. A new provision has been added that provides some exception for one's own vehicle in front of one's own house. This has been reviewed by the Police Chief and is supportive of the proposed language and believes it is easily enforceable by checking license plates.

10.40.240 General Time Limit (Parking)

(2) Exception. A vehicle is not limited by subsection (1) if the vehicle:

- (a) is a passenger car; and
- (b) is not a junk vehicle; and
- (c) is operable in its current state; and
- (d) has a current state registration and license plate tabs; and
- (e) has a registered owner corresponding to an abutting property owner or resident; and
- (f) Is moved at least once a month; not permanently parked in the same location.

9. Time Limit for Parking of Oversized Vehicles.

A new time limit for oversize vehicles was added per the advisory group comments. The advisory group felt that large vehicles parked for extended periods of time on city streets causes sight distance, aesthetics and safety concerns.

10.40.280 Oversize Vehicle Parking

- (1) It is unlawful to park a vehicle, together with any fixtures or accessories affixed thereto, that measures 8 feet or more in width, 7.5 feet or more in height, or 22 feet or more in length on any city street for more than 48 hours.

10. Permit Parking Program.

The City adopted a permit parking program in 2011 to address issues of overflow parking into the adjacent neighborhoods from the high school. Since then, the high school has been rebuilt and additional on-site parking has been provided. The question has been raised, if the permit parking program is still needed.

Staff recommends keeping the program in place and monitor the issue. People tend to park the shortest distance with easy access to their destination even when sufficient parking is provided. Eliminating the program could have unintended consequences for the adjacent neighborhoods without proper evaluation.

11. Parking Penalties.

Monetary parking penalties are adopted in the current and draft code. Staff recommends deleting these sections and replace with a reference to the fee schedule when updated next.

12. City Docks.

The City adopted a fee schedule for use of City docks in 1979. With the opening of Hamilton Park, the current policy is not to charge a boat launch or parking fee. The old fees, ranging from \$4.00 per day to a monthly fee of \$4.00 per foot, has been deleted. The entire section is being moved to Title 6, Parks and Public Space.

However, to help manage daily use of the boat launch, the time limitation on use of the launch was maintained per the old code.

6.80.040 Time Limits

(1) A vessel is subject to the following maximum stays at a city dock as follows:

- (a) Maximum of eight hours in a 24-hour period.
- (b) Up to three days in a 7-day period.

Response to Council Questions (Second Reading):

At Council's July 11, 2024, meeting there were several questions and directives regarding the ordinance. Changes to the ordinance are shown in ~~strikeout~~ or **bold** / underline for text changes. Below are staff responses to the questions.

1. 10.10.020 Neighborhood Electric Vehicles.

The Council was supportive of allowing neighborhood electric vehicles, or similar vehicle types, to be used on city streets. Two amendments were added to 10.10.020, Adoption by Reference: 1) included language that allows similar vehicle types using alternative fuel sources, and 2) allows wheeled all-terrain vehicles. Staff did not include golf carts as an allowed use as the city would be required to identify specific golf cart routes and add signage.

2. 10.10.030 Scooters.

Council supported allowing all students use scooters on city sidewalks and requiring helmets on those 16 years of age or younger. This section was rewritten for better flow. The following changes have been made:

- (1) Per RCW [46.61.715](#), a person may operate a motorized foot scooter on city streets and sidewalks subject to the limitations in this section.
- (2) A person younger than age 18 may not operate a motorized foot scooter at a speed greater than 15 mph. A person aged 18 or older may not operate a motorized foot scooter at a speed not greater than 25 mph.
- (3) A person may not operate a motorized foot scooter on city-owned property, city parks, or upon designated walkways, pathways, sidewalks, or any other place where motorized vehicles are expressly prohibited.
- (4) A person may not operate a motorized foot scooter anytime during one half-hour after sunset to one half-hour before sunrise without reflectors of a type approved by the state patrol;
- (5) A person may not operate a motorized foot scooter with a passenger.

- (6) A person younger than age 18 may not operate a motorized foot scooter without an approved helmet with either the neck or chin strap of the helmet fastened securely at any time the motorized scooter is in motion.

A minor amendment is proposed to subsection 8, negligence. “upon any street” was removed from the first sentence as scooters would be allowed on both streets and sidewalks. The new language would read as follows:

- (8) A motorized foot scooter may not be operated in a negligent manner ~~upon any city street~~. For the purpose of this section, “to operate in a negligent manner” means to operate a motorized foot scooter in such a manner as to endanger or be likely to endanger any person or property or to obstruct, hinder or impede the lawful course of travel of any motor vehicle or the lawful use by any pedestrian of public streets, sidewalks, alley, parking areas, trails or public parks within the city of Stanwood.

3. 10.10.060 Excessive Idling.

There were mixed opinions regarding the no idling provisions near schools. The following language has been added to address the Council’s concerns regarding school buses, weather and signage.

- (3) All privately owned vehicles **and school buses** within 100 feet of a school must turn off their engines while waiting to drop off or pick up students. For activities requiring a prolonged stay at a school, ~~privately owned~~ vehicles should be parked.
- (a) **Exception: When the outdoor temperature is less than 35 degrees or more than 80 degrees, vehicles may idle for no more than five minutes in any fifteen-minute period to operate climate control when waiting to load or unload passengers.**
- (b) **Signage: “No idling” signs must be posted in city right-of-way within school zones.**

The City has reached out to the School District to get their thoughts on the proposed amendments. Ryan Ovenell, Deputy Superintendent, stated that they support the direction of the code amendment and that it is the District’s practice to not ideal school buses at schools more than 1 minute (per the School Bus Driver Handbook). Drivers can accomplish their pre-trip requirements in this time.

His biggest concern is enforcement. Staff anticipates the need to add signage and push out a public education effort as part of this amendment.

4. 10.20.030 School Zone Speed Limits.

Restructured section 10.20.030 to apply to both schools and public parks. These changes reduces the speed limit from 25 miles per hour to 20 miles per hour around

schools and public parks. The current city posted school zone signs note reduced speeds from 6 am to 5 pm; the code language has been changed to reflect existing practice.

10.20.030 ~~School Zone Speed Limits~~ Reduced Speed Zones

It is unlawful for a person to operate a vehicle at a speed in excess of twenty miles per hour within 300 feet of an active school or playground use the following reduced speed zones:

(1) School Zones:

- (a) Between the hours of ~~7~~ 6 am and ~~4~~ 5 pm on days when school is in session; and
- (b) When the school zone is fully posted with standard school speed limit signs or standard playground speed limit signs.

(2) Public Park Zone:

- (a) During open park hours per SMC 6.40.040(1)(a), General Rules; and
- (b) When the public park zone is fully posted with standard park speed limit signs.

5. 10.20.040 Default Speed Limits.

Per the City Attorney's request, the speed limit in alleys was amended as follows:

10.20.040 Default Speed Limits

- (1) Except as provided otherwise, the speed limit within the City of Stanwood is 25 mph, as established by RCW 46.61.400.
- (2) The speed limit in city public alleys is 10 mph.

6. 10.40.240 General Time Limit (Parking).

Subsection 2 under the general time limits for on-street parking allows property owners to park in front of their house and not be subject to the 72-hour parking limitation. This was included in the ordinance to provide flexibility to the homeowners in the downtown area that have limited on-site parking. However, there were several concerns that this exception could cause unintended consequences such as proliferation of parked cars and blocking of traffic. To address these concerns this section has been modified as follows:

(3) Exception. A vehicle is not limited by subsection (1) ~~if the vehicle~~ as follows:

- (a) This exception only applies to residential properties in downtown Stanwood between 104th Drive and 94th Drive.
- (b) A maximum of 2 vehicles per residential parcel may be parked on the street if the vehicle:
 - (i) is a passenger car; and

- (ii) is not a junk vehicle; and
- (iii) is operable in its current state; and
- (iv) has a current state registration and license plate tabs; and
- (v) has a registered owner corresponding to an abutting property owner or resident; and
- (vi) Is moved at least once a month; not permanently parked in the same location.

(c) **The exception does not apply to the parking of oversized vehicles, boats, trailers, or recreational vehicles.**

(d) **No vehicle may be parked in a manner to impede, block, or obstruct traffic.**

7. 10.10.620 Penalties for Violations of this Chapter.

At the last Council meeting it was suggested by staff to remove the parking fines listed in SMC 10.10.620 and readopt them via the City's fee resolution. In retrospect, staff is recommending that the fines remain in the Municipal Code as there is an important distinction between fees and fines in regard to due process rights to contest imposition of a fine. Therefore, no changes have been made to this section.

Fiscal Impact
No direct financial impact. Code work was already budgeted and approved through the Municipal Code Update Project contract and scope of work.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council accept the second reading of the proposed amendments and adopt the ordinance.

Committee/Board Recommendation:

The Advisory Group, Planning Commission and City Council Community Development Committee have all reviewed the proposed amendments; their comments have been incorporated into the drafts. All groups have recommended to adopt the amendments.

CITY COUNCIL OPTIONS

1. Accept the second and final reading of Ordinance 1532 adopting Title 10, Vehicles and Traffic.
2. Request changes to Ordinance 1532 and direct staff to address specific Council issues or concerns prior to reconsidering the ordinance.

PROPOSED MOTION

“I MOVE TO APPROVE THE SECOND READING AND ADOPTION OF ORDINANCE 1532 AS SET FORTH IN ATTACHMENT “A”.

OR

“I MOVE TO ACCEPT THE SECOND READING OF ORDINANCE 1532 AS SET FORTH IN ATTACHMENT “A” AND PROCEED WITH THE THIRD AND FINAL READING.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1532

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING
STANWOOD MUNICIPAL CODE (SMC) TITLE 10, VEHICLES AND TRAFFIC, AND
ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices; and

WHEREAS, Title 10 adopts the City's regulations for vehicles and traffic; and

WHEREAS, the amendments were reviewed for consistency with the state model ordinance and city's review procedures; and

WHEREAS, the amendments update the city's rules regarding vehicles and traffic and the city dock; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 2024-0085; and

WHEREAS, the Stanwood Community Development Committee reviewed the draft ordinance at their January 4, 2024, meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Planning Commission reviewed the draft ordinance at their January 8, 2024, meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Advisory Group reviewed the draft ordinance at their January 17, 2024, meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on July 11, 2024, a second reading on July 25, 2024, and accepted public comment; and

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

Section 1. Stanwood Municipal Code Title 10, Vehicles and Traffic, is repealed in its entirety and replaced with the new Title 10 provided in Exhibit "A" attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 2. Stanwood Municipal Code Chapter 6.80, City Docks, is adopted to read as provided in Exhibit "B" attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 3. 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 4. 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 5. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law.

PASSED and APPROVED this ____ day of _____, 2024.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

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Title 10 Vehicles and Traffic

i This is a heavy rewrite and complete reorganization of existing SMC Title 10. This draft proposes Stanwood adopt by reference [WAC Chapter 308-330](#), the Model Traffic Ordinance (the "MTO"), and eliminate most of the customized chapters in this title.

i The following existing code chapters appear to be sufficiently covered by the MTO, and therefore are not included in this rewrite of Title 10:

- Chapter 10.24 Traffic-Control Devices (covered by WAC 308-330-800 incorporating by referencing multiple provisions of state law); not addressed is “play streets,” which we and Stanwood's city attorney recommend excluding
- Chapter 10.52 Processions (covered by WAC 308-330-466-472)
- Chapter 10.16 Obedience (covered by WAC 308-330-220)
- Chapter 10.54 DUI and 10.56 Intoxication Test (covered by WAC 308-330-425, incorporating by reference RCW 46.61.502 et seq)
- Chapter 10.64 Pedestrians (mostly covered by WAC 308-330-415 incorporating RCW 46.61.230 et seq.)
- Chapter 10.84 Toy Vehicles
- Chapter 10.94 All-Terrain vehicles (covered by WAC 308-330-197 incorporating RCW 46.09) except existing SMC 10.94.030

i We originally proposed a dedicated chapter for bicycling, but because the city declined mandatory helmets and licensing, we now propose to simply rely on the bicycling rules in WAC 308-330-545 through 560, which are part of the MTO.

i Note that the MTO incorporates by reference [RCW 46.61.725](#) regulating and allowing for neighborhood electric vehicles. Existing SMC 10.84 regulating toy vehicles is not included in this draft; instead we rely on the MTO rules.

Chapter 10.01 General Provisions

i This is a new chapter.

10.01.010 Purpose

The purpose of this title is to regulate the conduct of vehicles and other users on city streets and parking lots.

10.01.020 Administration

(1) The Director of Public Works is principally authorized to administer this title.

(2) The police department is authorized to enforce this title.

10.01.030 Definitions

The definitions in RCW Chapter 46.04 are incorporated by reference and apply to terms used in this title.

10.01.060 Savings

Nothing contained in this title may be construed as abating any action now pending under or by virtue of any ordinance of the city herein superseded; or as discontinuing, abating, modifying or altering any penalty accrued or to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of the city under any ordinance or provision thereof in force at the time of passage of the ordinance codified in this title.

10.01.070 Severability

The various chapters, sections, and clauses of the ordinances codified in this title 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 title must not be affected.

Chapter 10.10 Rules of the Road

10.10.010 Applicability

- (1) This chapter applies to all vehicles used on any public street or highway within the City of Stanwood.
- (2) This chapter applies to all parking lots open to the public, including those owned or controlled by the City of Stanwood, other municipal corporations, and private persons or entities.
- (3) This chapter does not apply to an authorized emergency vehicle when responding to an emergency or when in the pursuit of an actual or suspected violator of the law so long as the driver does not endanger life or property.

10.10.020 Adoption by reference

- (1) [WAC Chapter 308-330](#), Washington Model Traffic Ordinance (the "MTO"), is hereby adopted by reference, except as described below.
 - (a) Deletions. The following sections of the MTO are not adopted:
 - (i) WAC 308-330-210 through 308-330-245, relating to a traffic division of the police department;
 - (ii) WAC 308-330-275, creating a Traffic Safety Commission;
 - (iii) WAC 308-330-500 through 540 related to bicycle licensing.
 - (b) Amendments. The following sections of the MTO are amended as follows:
 - (i) Reserved.
- (2) [WAC Chapter 173-62](#), Motor Vehicle Noise Performance Standards, is hereby adopted by reference.
- (3) RCW 46.61.725, Neighborhood Electric Vehicles is hereby adopted by reference. Such vehicles may only be operated on roads posted with a speed limit of 35 miles per hour or less. **Similar vehicles using alternative fuel sources are also allowed.**
- (4) **RCW 46.09.455, Wheeled All-Terrain Vehicles, is hereby adopted by reference. Such vehicles may only be operated on roads posted with a speed limit of 35 miles per hour or less.**

10.10.030 Scooters

i Implements existing SMC 10.90 except for the seizure provisions.

- (1) Per RCW [46.61.715](#), a person may operate a motorized foot scooter on city streets and sidewalks subject to the limitations in this section.
- (2) A person younger than age 18 may not operate a motorized foot scooter at a speed greater than 15 mph. A person aged 18 or older may not operate a motorized foot scooter at a speed not greater than 25 mph.
- (3) A person may not operate a motorized foot scooter on city-owned property, city parks, or upon designated walkways, pathways, sidewalks, or any other place where motorized vehicles are expressly prohibited.
- (4) A person may not operate a motorized foot scooter anytime during one half-hour after sunset to one half-hour before sunrise without reflectors of a type approved by the state patrol;
- (5) A person may not operate a motorized foot scooter with a passenger.
- (6) A person younger than age 18 may not operate a motorized foot scooter without an approved helmet with either the neck or chin strap of the helmet fastened securely at any time the motorized scooter is in motion.
- (7) A motorized foot scooter must be equipped so that the drive motor is engaged through a switch, lever, or other mechanism that, when released, will cause the drive motor to disengage or cease to function.
- (8) A motorized foot scooter may not be operated in a negligent manner ~~upon any city street~~. For the purpose of this section, “to operate in a negligent manner” means to operate a motorized foot scooter in such a manner as to endanger or be likely to endanger any person or property or to obstruct, hinder or impede the lawful course of travel of any motor vehicle or the lawful use by any pedestrian of public streets, sidewalks, alley, parking areas, trails or public parks within the city of Stanwood.
- (9) It is unlawful for any parent, guardian, or other person having control or custody of a minor child to allow said minor to operate a motorized foot scooter in violation of this section.
- (10) A violation of this section is a class 3 civil infraction.

10.10.035 Toy Vehicles

i Implements existing SMC 10.20.010 and supplants existing SMC chapter 10.84.

- (1) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may travel upon any street except while crossing the street in a crosswalk and, when so crossing, such person must be granted all of the rights and shall be subject to all of the duties applicable to pedestrians.
- (2) A violation of this section is a class 4 civil infraction.

10.10.040 Compression Brakes

i This section is based on Port Townsend Municipal Code Chapter 10.30.

- (1) Except for emergency vehicles, no driver may use motor vehicle brakes within city limits that are in any way activated or operated by the compression of the engine of the motor vehicle or any unit or part thereof unless the brakes are muffled.

- (2) The public works director is authorized and directed to post appropriate signage consistent with the provisions of this chapter.
- (3) A violation of this section is a class 2 civil infraction.

10.10.060 Excessive Idling

i This section is based on Port Townsend Municipal Code Chapter 10.08.

- (1) This section applies to all public property and all private property that is open to the general public.
- (2) No driver, while operating a vehicle within city limits, may cause or permit a vehicle's internal combustion engine to idle for more than three minutes, except for the following kinds of idling:
 - (a) Idling while stopped:
 - (i) For an official traffic control device;
 - (ii) For an official traffic control signal;
 - (iii) At the direction of a police officer.
 - (b) Idling as needed for the health or safety of a driver or passenger, including police K-9 or other service animals or when the temperature is at or below 30 degrees Fahrenheit or at or above 85 degrees Fahrenheit.
 - (c) Idling as needed for authorized emergency or law enforcement vehicles to operate equipment.
 - (d) Idling as needed for repair, maintenance, or inspection of the vehicle.
 - (e) Idling as needed for the period recommended by the manufacturer for efficient operations of a turbocharged heavy-duty vehicle. This includes building air pressure in air brake systems, among other requirements.
 - (f) Idling as needed to operate auxiliary equipment for which the vehicle was primarily designed or equipped, such as: emergency equipment, refrigeration unit, lift, crane, pump, drill, hoist, or ready mixed equipment, except a heater or air conditioner.
- (3) All privately owned vehicles **and school buses** within 100 feet of a school must turn off their engines while waiting to drop off or pick up students. For activities requiring a prolonged stay at a school, ~~privately-owned~~ vehicles should be parked.
 - (a) **Exception: When the outdoor temperature is less than 35 degrees or more than 80 degrees, vehicles may idle for no more than five minutes in any fifteen-minute period to operate climate control when waiting to load or unload passengers.**
 - (b) **Signage: "No idling" signs must be posted in city right-of-way within school zones.**
- (4) A violation of this section is a class 4 civil infraction.

10.10.080 One-Way Traffic

- (1) The street segments listed in Table 10.10.080-1 are designated one-way streets and traffic is permitted only in the direction specified.
- (2) Consistent with RCW 46.61.135, it is unlawful to drive in a direction contrary to that specified in Table 10.10.080-1.

Table 10.10.080-1

Street	Segment	Direction
Augusta St	Between SR-532 and 270th St NW	Southbound
270th St NW	Between 90 ft west of 99th Ave NW to a point 75 ft west	Westbound
Alley between 270th St NW and 271st St NW	Between Florence Rd and 88th Ave NW	Westbound

10.10.100 Truck Routes

Except as otherwise provided by this chapter, the operation of the following vehicles shall only occur upon or within (1) the designated truck routes established pursuant to City Council Resolution; and (2) the state highway system within which such operation is unrestricted.

- (1) Any moving van, dump truck, tank truck, used or designed for the purpose of transporting petroleum products;
- (2) Any vehicle designed or used for the transportation of commodities or materials;
- (3) Any vehicle That exceeds eight feet in width, twenty-six feet in length;
- (4) Exceeds twenty thousand pounds (ten tons) gross weight, including load; or
- (5) That is restricted by cargo or contents due to the transportation of radioactive material or hazardous cargo.

Chapter 10.20 Speed Limits

10.20.020 Generally

i Implements existing SMC 10.28.010.

- (1) The maximum speeds declared in this chapter have been determined upon the basis of engineering and traffic investigation.
- (2) It is unlawful for any person to drive a vehicle at a speed in excess of any speed declared in this chapter.

10.20.030 ~~School Zone Speed Limits~~ Reduced Speed Zones

It is unlawful for a person to operate a vehicle at a speed in excess of twenty miles per hour within 300 feet of ~~an active school or playground use~~ the following reduced speed zones:

- (1) School Zones:
 - (a) Between the hours of 7 am and 4 ~~6~~ pm on days when school is in session; and
 - (b) When the school zone is fully posted with standard school speed limit signs or standard playground speed limit signs.
- (2) Public Park Zone:
 - (a) During open park hours per SMC 6.40.040(1)(a), General Rules; and
 - (b) When the public park zone is fully posted with standard park speed limit signs.

10.20.040 Default Speed Limits

- (1) Except as provided otherwise, the speed limit within the City of Stanwood is 25 mph, as established by RCW 46.61.400.
- (2) The speed limit in **public** city alleys is 10 mph.

10.20.050 Increased Speed Limits on City Streets

Reserved.

10.20.060 Decreased Speed Limits on City Streets

i Implements existing SMC 10.28.040.

The speed limits for the following street segments are decreased to those shown in Table 10.20.060-1.

Table 10.20.060-1

Street	Segment	Speed Limit
272nd St NW (Husby St)	Between 78th Ave NW and 72nd Street NW (Lindstrom Rd)	20 mph
285th St	Between 68th Ave NW and 71st Drive NW	20 mph
Pioneer Hwy	Between the south city limits to the intersection with SR 532	35
Pioneer Hwy	Between 85th Dr NW and the north city limits	30

10.20.080 Decreased Speed Limits on State Highways

i Implements existing SMC 10.28.020.

The speed limits for the following street segments of state highways are decreased to those shown in Table 10.20.080-1.

Table 10.20.080-1

Street	Segment	Speed Limit
SR-532	Between MP 3.80 (.06 mi. west Jct. 104th Drive NW) and MP 4.25 (Jct. 98th Drive NW/99th Ave NW)	35
SR-532	Between MP 4.25 (Jct. 98th Drive NW/99th Avenue NW) to MP 5.91 (.01 mi. east Jct. 72nd Avenue NW)	45

Chapter 10.40 Parking

Article I. General Provisions

10.40.110 Short Title

This chapter may be known and cited as the “City of Stanwood Parking Code.”

10.40.120 Applicability

- (1) This chapter applies to public streets and highways, city rights-of-way, and city-owned parks and parking lots within the City of Stanwood.

- (2) This chapter does not apply to an authorized emergency vehicle when responding to an emergency or when in the pursuit of an actual or suspected violator of the law.

10.40.130 Definitions

- (1) The following additional definitions apply to the terms used in this chapter:

"Bike lane" means the area within any public right-of-way specially designated for the use of bicycles and signed or marked as such, excluding travel lanes marked with sharrows.

"Fire lane" means the area within any public right-of-way, easement, or private property designated for fire trucks and/or emergency vehicles to use, place emergency equipment upon, travel upon, or park, which includes any curb painted red or any other area marked for that purpose.

"Junk vehicle" has the meaning found in RCW 46.55.010.

"Landowner" includes a legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

"Passenger car" has the meaning found in RCW Chapter 46.04 and includes pickup trucks.

"Right-of-way" means the area of real property, in which the city holds a property interest for public travel and other street and utility purposes, including that portion of the roadway ordinarily used for vehicular travel, the parking strip, the planting strip, sidewalk, and other unimproved portions.

"Street block" means the section of one side of a street that lies between two intersecting streets or between an intersecting street and the street end.

"Street segment" means a portion of a street bounded by two points.

"Street" has the meaning of "city street" found in RCW Chapter 46.04.

"Vehicle" has the meaning found in RCW Chapter 46.04 and includes trailers, vehicle hulks, and portable moving and storage containers.

"Vehicle hulk" means the remnant or remains of a motor vehicle which is inoperative and cannot be made mechanically operative without the addition of vital parts or mechanisms and the application of a substantial amount of labor to effect repairs.

10.40.140 Administration



Based on existing SMC 10.46.110.

- (1) The Director of Public Works is authorized to administer parking regulations and establish time, duration, and direction parking restrictions on street segments.
- (a) It is the responsibility of the Director of Public Works to provide signage or curb painting in accordance with the parking limits as described in this chapter, except for the general prohibitions described in SMC 10.40.310.
- (b) New signage erected after January 1, 2024, must include the relevant Stanwood Municipal Code citation (not the ordinance number) governing the parking restriction, if any.
- (2) The Police Department is authorized to enforce parking regulations.

10.40.160 Owner Liability

The registered owner of any vehicle or trailer parked contrary to the provisions of this chapter may be deemed to have allowed such vehicle or trailer to be parked in violation hereof.

10.40.190 Severability.

If any section, subsection, sentence, clause, phrase, or word of this chapter is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this chapter.

Article II. Parking Regulations

10.40.200 Parking Must Conform to Official Signs

It is unlawful to park in a manner inconsistent with the restrictions on official parking signs.

10.40.220 Methods of Parking

i Implements existing SMC 10.46.050 and 055.

(1) Parallel parking.

- (a) Except as otherwise specified in this chapter or unless otherwise permitted by duly erected traffic control signs or markings, all parking on streets must be what is known as “parallel parking.”
- (b) In any place where parallel parking is permitted or required, every vehicle stopped or parked upon a roadway where there is an adjacent curb or edge of abutting parking strip must be so stopped or parked with the right hand wheels of such vehicle parallel to and within 12 inches of the right hand curb or edge of abutting parking strip.

(2) Angle parking.

i Implements existing SMC 10.46.065.

- (a) Where designated by angle striping or signage, parking must be by “diagonal parking,” with the right front wheel of the vehicles within twelve inches of the curb or edge of parking strip and at an angle of 30 degrees with said curb or edge or parking strip. When parking tires shall be directed away from the curb on an uphill slope and toward the curb on a downhill slope.
- (b) In any place where angle parking is required, it is unlawful to angle park a vehicle that exceeds 20 feet in length.

10.40.240 General Time Limit

i Implements existing SMC 10.46.090.

(1) It is unlawful to park for a continuous period in excess of 72 hours on any street block.

(2) Exception. A vehicle is not limited by subsection (1) ~~if the vehicle~~ **as follows:**

- (a) **This exception only applies to residential properties in downtown Stanwood between 104th Drive and 94th Drive.**
- (b) **A maximum of 2 vehicles per residential parcel may be parked on the street if the vehicle:**
 - (i) is a passenger car; and
 - (ii) is not a junk vehicle; and
 - (iii) is operable in its current state; and

- (iv) has a current state registration and license plate tabs; and
- (v) has a registered owner corresponding to an abutting property owner or resident; and
- (vi) Is moved at least once a month; not permanently parked in the same location.

(c) The exception does not apply to the parking of boats, trailers, or recreational vehicles.

(d) No vehicle may be parked in a manner to impede, block, or obstruct traffic.

10.40.260 General Prohibitions

i This section mostly based on existing SMC 10.46.100.

- (1) Adoption by reference. The following provisions of the Revised Code of Washington as presently constituted or hereinafter amended are adopted by reference:
 - (a) RCW 46.19.050, regulating use of parking spaces for persons with disabilities.
 - (b) RCW 46.61.570, prohibiting parking in specified places.
 - (c) RCW 46.61.575, regulating motorcycle parking.
 - (d) RCW 46.61.581, regulating parking spaces for persons with disabilities.
 - (e) RCW 46.08.185, regulating parking in electric vehicle charging spaces.
- (2) It is unlawful to park:
 - (a) in any place marked with official signs as no-parking;
 - (b) in any alley, except that trucks or properly marked commercial vehicles may park in an alley for a time not exceeding 15 minutes, as may be necessary for the expeditious loading or unloading of such vehicles or the delivery or pickup of articles or materials;
 - (c) in any loading zone except for a time not exceeding 15 minutes, as may be necessary for the expeditious loading or unloading of such vehicle or the delivery or pickup of articles or materials or passengers;
 - (d) in the travel lane of a street;
 - (e) in a bike lane;
 - (f) in a fire lane or exit;
 - (g) within any cul-de-sac;
 - (h) on any sidewalk;
 - (i) in the area between a sidewalk and the curb of a street;

i Next line based on existing SMC 10.46.095.

- (j) alongside of or in front of any portion of any private driveway or curb cut or sidewalk that has been sloped from the property line down to the level of the street;
- (k) in such a manner as to obstruct a 5-ft area on either side of a street-accessed mailbox between the hours of 8:00 a.m. and 6:00 p.m., except Sundays and holidays;
- (l) on any bridge, overpass, underpass, trestle or approaches thereto;
- (m) within 50 feet of the nearest rail of a railroad crossing;
- (n) on any portion of a street or right-of-way for use as a place of abode;

i Next line based on existing SMC 10.46.090(2).

- (o) for the purpose of storage, display, sale or abandonment of any type vehicle, including farm vehicles.
- (3) It is unlawful to disassemble, construct, reconstruct, repair, or service vehicles of any kind upon any street, except for emergency service which may not last more than two hours and may not interfere with or impede the flow of traffic.

10.40.280 Oversize Vehicle Parking

- (1) It is unlawful to park a vehicle, together with any fixtures or accessories affixed thereto, that measures 8 feet or more in width, 7.5 feet or more in height, or 22 feet or more in length on any city street for more than 48 hours.
- (2) Exception. The following vehicles are not subject to the time limitation in subsection (1), but continue to be subject to all other parking regulations in this chapter:
 - (a) A vehicle that is associated with an adjacent delivery or with machinery or equipment associated with adjacent construction.
 - (b) A vehicle that has obtained a temporary permit from the Director of Public Works.

10.40.290 Parking in City Parks

It is unlawful to park a vehicle in the parking lot for any city park outside of the officially posted park hours.

10.40.295 Parking in City Parking Lots

- (1) RV's, semi-trucks, trailers, junk vehicles, and nuisance vehicles are prohibited from parking overnight in City owned parking lots.
- (2) The Director of Public Works may establish time limits, hours of allowed parking, and other restrictions in city-owned parking lots.
- (3) It is unlawful to park in any city-owned parking lot in a manner inconsistent with posted regulations.

Article III. Permit Parking Areas

10.40.300 Residential Permit Parking Areas

i Consolidated inconsistent use of "permit parking" and "restricted parking area " to "permit parking area."

- (1) Established. The street segments in Table 10.40.300-1 are hereby established as residential permit parking areas.

Table 10.40.300-1

Street	Segment	Side
76th Drive NW	Between 272nd St and 276th St	Both
273rd St NW	Between 76th Drive NW and 78th Ave NW	Both
78th Ave NW	Between 273rd St NW and 276th St NW	Both

- (2) Restrictions.

- (a) It is unlawful to park in a permit parking area Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., without a valid permit, issued pursuant to this section, displayed as follows so as to be legible from the outside of the vehicle:
 - (i) hung over the rear-view mirror with the face of the permit visible through the windshield; or
 - (ii) placed on the vehicle dashboard with the face of the permit visible through the windshield.
- (b) Exceptions. The following are not subject to the restriction in this subsection:

i Added Christmas Eve to this list because it's also a day lots of people get together to park illegally.

- (i) Vehicles parked during the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.
 - (ii) A vehicle authorized by RCW 46.16.381 for special parking privileges for disabled persons.
 - (iii) A service vehicle not owned by a resident of the permit parking area, with conspicuous identification of the service it provides permanently affixed to the vehicle, that is used for the purpose of providing short-term repair, construction, landscaping services, delivery, utility, refuse, health commodities, life support or emergency service for a residence within the permit parking area. Personal vehicles used by domestic employees, such as housekeepers or childcare providers, are not considered service vehicles.
- (c) Parking with a permit is still subject to all other parking rules in this chapter.
 - (d) The Director of Public Works must post appropriate signs in each permit parking area to give notice of the parking restrictions imposed by this section.

(3) Types of permits.

- (a) Resident parking permit.
 - (i) A parking permit may be issued only for a specific address and is nontransferable to any vehicle or any individual who is not a resident of the address for which the permit was issued within the permit parking area.
 - (ii) One permit may be issued for each vehicle that meets the criteria set forth above, up to a maximum of three permits per residence.
 - (iii) A permit is valid for one calendar year or as otherwise established by the city clerk or upon termination of residency in the permit parking area, whichever occurs first.
- (b) Guest parking permit.
 - (i) A resident within the permit parking area may apply for a temporary guest parking permit in conjunction with a standard parking permit.
 - (ii) A guest parking permit is transferable among vehicles of guests of residents of the permit parking area and must be displayed as required by this section.
 - (iii) A guest permit expires 15 days after issuance.

(4) Issuance of permits.

- (a) Application and initial issuance. The city clerk may issue a permit or guest permit upon receipt of a complete and valid application consistent with this subsection.
 - (i) The applicant for a parking permit must submit a complete application to the City Clerk on forms provided by the City.

- (ii) The applicant must sign the application attesting to the accuracy of the information provided and acknowledging the terms and conditions of permit privileges.
- (iii) The applicant must provide one of the following at the time of application as evidence of residency within the permit parking area:
 - (A) a registration certificate for a vehicle to be parked in the restricted parking area showing the name of the applicant and the applicant's address within the permit parking area; or
 - (B) a lease agreement, rental agreement or current utility bill establishing applicant's residency in the permit parking area; or
 - (C) government-issued picture identification, such as a driver's license.
- (iv) The applicant must pay any fee for permit parking as established in the City's fee schedule, including any annual fee or reissuance fee. All permit application fees are nonrefundable.
- (b) Reissuance. An eligible resident of the permit parking area may request reissuance of a permit that has been lost, damaged, or stolen. The resident may be required to sign a declaration regarding the circumstances leading to the reissuance request and stating that, when possible, the original permit has been removed or otherwise destroyed.
- (c) Expiration and Renewal. Permits may be renewed upon expiration. Permit fees may not be prorated.
- (d) Revocation. The city clerk may revoke a parking permit for any of the following reasons:
 - (i) any material misrepresentation on a permit application;
 - (ii) any unauthorized transfer of a permit to any unauthorized vehicle or to any individual who is not an eligible resident of the restricted parking zone;
 - (iii) any other unauthorized use of a permit.

Article IV. Parking During Construction and Special Events

10.40.420 Parking in Construction Zones

It is unlawful to park in any area that has been signed as no-parking for the purpose of construction.

10.40.440 Parking Along Parade Routes or Street Fair Areas

- (1) It is unlawful to park along any street that has been approved by the City as a parade route or for a street fair during the times specified in the no-parking signs posted per subsection (2).
- (2) No-parking signs for the event:
 - (a) must be posted at least 24 hours in advance of the event;
 - (b) must consist of at least four temporary signs on each side of every street block in which parking is prohibited;
 - (c) must designate the time period during which parking is prohibited.
- (3) Where compliance with subsection (2) is achieved for a relevant street block, the Police Department may impound any vehicle that is parked in violation of this section.

10.40.460 Parking During Major Events

The Director of Public Works is authorized to suspend enforcement of specified elements of the parking regulations established in this chapter during major events where additional parking is required to support the event.

Article V. Towing and Impoundment

10.40.520 Impoundment—Generally

- (1) Per RCW 46.55.240(1), applicable provisions of RCW Chapter 46.55 are adopted by reference, including the definitions in RCW 46.55.010.
- (2) A presumption that a notice required by this Article has been "securely attached and conspicuously displayed" exists when the notice is secured by placing it on the vehicle windshield, under the vehicle windshield wiper blade or otherwise securely attached.
- (3) Prior to impounding a vehicle under this Chapter, a police officer must make a reasonable determination as to whether the vehicle is currently being used as a residence and make written note of the factors that led to that determination. If the vehicle is being used as a residence, the provisions of SMC 10.40.650 apply.

10.40.530 Impound After Notice.

- (1) Except as provided in SMC 10.40.540 and .550, a vehicle may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of 24 hours prior to impoundment if such vehicle is parked or used in violation of any law, ordinance, or regulation.
- (2) The notice must comply with the provisions of RCW 46.55.085.

10.40.540 Impound Without Notice.

- (1) Except as provided in SMC 10.40.550, the Police Department may impound any vehicle, with or without citation and without giving prior notice to the owner as required in SMC 10.40.530 when:
 - (a) the vehicle is unattended and is impeding or is likely to impede the normal flow of vehicular, pedestrian, or bicycle traffic; or
 - (b) the vehicle is illegally occupying a truck, commercial load zone, construction zone, street closed by order of the City Council, restricted parking zone, bus, loading, hooded-meter, taxi, or other similar zone where parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days, or at all times, and where such vehicle is interfering with the proper and intended use of such zones and where such zone is clearly and conspicuously marked; or
 - (c) the vehicle is parked within no parking zones specified in RCW 46.61.570;
 - (d) the vehicle is parked in violation of SMC 10.40.260; or
 - (e) the vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person as defined under Chapter 46.16 RCW, as now or hereafter amended, is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 when such space is on public property or provided on private property without charge; or
 - (f) the vehicle parked in violation of this chapter that has unpaid parking tickets per SMC 10.40.680;
 - (g) the vehicle is parked in such a manner as to constitute a traffic hazard; or
 - (h) the vehicle poses an immediate danger to the public safety; or
 - (i) a police officer has probable cause to believe that the vehicle is stolen; or
 - (j) a police officer has probable cause to believe that the vehicle constitutes evidence of a crime or contains evidence of a crime, if impoundment is reasonably necessary in such instance to obtain or preserve such evidence; or

- (k) the vehicle is parked in a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or
 - (l) the vehicle is parked on private, nonresidential property, properly posted under RCW 46.55.070; or
 - (m) the vehicle is left unattended on residential property without consent of the property owner or agent;
 - (n) the vehicle is a junk vehicle and is parked on a street, alley, or way open to the public, or on municipal or other public property;
 - (o) the vehicle is parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance, or regulation and there are four or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least 45 days from the date of the filing of the notice of infraction;
 - (p) any part of the vehicle is leaking material other than stormwater onto the street or any other part of the municipal separate storm sewer system.
- (2) Nothing in this section may be construed to authorize seizure of a vehicle without a warrant where a warrant would otherwise be required.

10.40.550 Impound of Vehicle Used as a Residence

- (1) If a police officer who impounds a vehicle determines that the vehicle is currently being used as a residence:
- (a) the vehicle may be impounded pursuant to the processes described in this chapter;
 - (b) if the registered owner of the vehicle is not a resident of the vehicle, and the vehicle is not redeemed per SMC 10.40.660, the City may sell or destroy the vehicle;
 - (c) if the registered owner of the vehicle is a resident of the vehicle, the City may impose fines for the impoundment and associated costs of storage and redemption, limited to the lesser of the actual costs or the amount the vehicle owner has the ability to reasonably pay.

10.40.560 Redemption of Impounded Vehicle—Sale at Auction

RCW 46.55.120, governing redemption of impounded vehicles, is incorporated by reference.

Article VI. Enforcement and Penalties

10.40.610 Enforcement of parking regulations.

- (1) The parking regulations in this chapter may be enforced by the city's police officers and the city's parking enforcement officers, who have the authority to issue a notice of parking infraction when the parking infraction is committed in the officer's presence.
- (2) If any vehicle is found parked in violation of this chapter or otherwise violates the provisions of this chapter, the officer finding the vehicle must take its license plate number and may take any other information displayed on the vehicle which may identify its user, and must conspicuously affix to the vehicle a notice of parking infraction.
- (3) A notice of parking infraction represents a determination that a parking violation has been committed. The determination will be final unless contested as provided in this chapter.
- (4) An officer responsible for the enforcement of the parking regulations of the city is authorized to identify such parked vehicles to facilitate enforcement of this chapter. Such identification may be by electronic recording of the vehicle license plate or by some other convenient method, but may not be injurious to or

damage the vehicle. It is unlawful for any person other than an officer, parking enforcement officer to interfere with, conceal, obliterate, or erase any such physical marks.

10.40.620 Penalties for violations of this chapter.

- (1) Unless otherwise specified elsewhere in this chapter, the penalties for each type of violation of this chapter are as follows:
 - (a) parking in excess of time limits: \$20; unless paid by the close of business on the 10th day following the citation, then \$10;
 - (b) parking in alley: \$25;
 - (c) parking in a bike lane, over a sidewalk, or blocking mailbox: \$25;
 - (d) parking in other areas where prohibited at all times: \$50;
 - (e) parking in a residential parking zone: \$50;
 - (f) interfering with, concealing, obliterating or erasing marks: \$50;
 - (g) parking in an electric vehicle parking space: \$124;
 - (h) parking in disabled space: \$250 and an additional \$200 assessment pursuant to RCW 46.19.050 for a total of \$450; and
 - (i) all other parking violations: \$20.
- (2) For a subsequent additional violation within one year of a preceding violation, an additional penalty applies as follows:
 - (a) First additional violation: \$10;
 - (b) Second and third additional violation: \$25;
 - (c) Fourth through sixth violations: \$50;
 - (d) Seventh and additional violations: \$100.
- (3) Payment of all parking infractions must be made to district court and at such other locations as designated by the court. As an alternative, parking tickets paid at City Hall may be reduced per the amount identified in the City's adopted fee resolution. Proceeds from parking infractions must be paid into the City's general fund, except as otherwise required by state law, including for penalties and assessments related to disabled parking infractions which must be retained by the city or distributed in accordance with RCW 46.19.050.

10.40.630 Responsibility for Violation—Presumptions

- (1) Every person in whose name a vehicle is registered is responsible for any violation of this chapter caused by the parking of the vehicle in violation. It is not a defense that the vehicle was parked illegally by another, unless proof is presented that the vehicle had been stolen and had not been returned to the registered owner by the date of the violation.
- (2) Except as provided in subsection (3), proof that the vehicle described in the notice of parking infraction was parked in violation of this chapter, together with proof that the person named in the notice of parking infraction was at the time of the violation the registered owner of the vehicle, constitutes in evidence a prima facie presumption that the registered owner of the vehicle was the person who parked or placed the vehicle at the point where, and for the time during which, the violation occurred.
- (3) In the case of a registered owner transferring vehicle ownership who has complied with the provisions of state law prior to the date of the violation, proof that the vehicle described in the notice of parking infraction was parked in violation of any such provision of this chapter, together with proof that the person

named in the notice of parking infraction was at the time of the violation the person to whom the vehicle's ownership had been transferred, constitutes in evidence a prima facie presumption that the person to whom ownership was transferred was the person who parked the vehicle at the point where, and for the time during which, the violation occurred. Any notice in this chapter required to be sent to the registered owner must instead be sent to the person to whom ownership has been so transferred.

10.40.640 Notice of Infraction—Form—Determination final unless contested.

- (1) A notice of parking infraction represents a determination that an infraction has been committed. That determination will be final unless contested as provided in this chapter.
- (2) The form for the notice of parking infraction must include substantially the following information:
 - (a) A statement that the notice represents a determination that a parking infraction has been committed and that the determination is final unless contested as provided in this chapter;
 - (b) A statement of the specific section of the parking code for which the notice was issued;
 - (c) A statement of monetary penalty established for the parking infraction;
 - (d) A statement that a parking infraction is a non-criminal offense for which imprisonment may not be imposed but that the penalty for a parking infraction may include non-renewal of the vehicle license;
 - (e) A statement of the options provided in this chapter for responding to the notice and the procedures necessary to exercise these options;
 - (f) A statement that at any hearing to contest the determination the city has the burden of proving, by a preponderance of the evidence, that the infraction was committed; and that the person may subpoena witnesses including the officer who issued the notice of infraction;
 - (g) A statement that at any hearing requested for the purpose of explaining mitigating circumstances surrounding the commission of the infraction the person will be deemed to have committed the infraction and may not subpoena witnesses;
 - (h) A statement that the person must respond to the notice as provided in this chapter or the person's vehicle license may not be renewed by the Department until any penalties imposed pursuant to this chapter have been satisfied;
 - (i) A statement that failure to appear at a hearing requested for the purpose of contesting the determination or for the purpose of explaining mitigating circumstances may result in the refusal of the Department of Licensing to renew the person's vehicle license until any penalties imposed pursuant to this chapter have been satisfied.

10.40.650 Response to notice of parking infraction—Hearing—Failure to respond or appear.

- (1) A person who receives a notice of parking infraction must respond to the notice as provided in this section within 30 calendar days of the violation date on the notice.
- (2) If the person determined to have committed the infraction does not contest the determination, the person must respond by completing the appropriate portion of the notice of infraction and submitting it, either by mail or in person, to the city as specified on the notice. A check or money order in the amount of the penalty prescribed for the infraction must be submitted with the response. When a response that does not contest the determination is received, an appropriate order must be entered and, when appropriate, a record of the response and order must be furnished to the Department of Licensing.
- (3) If the person determined to have committed the infraction wishes to contest the determination, the person must respond by completing the portion of the notice of infraction requesting a hearing and submitting it, either by mail or in person, to the city as specified on the notice. The court must notify the person in writing

of the time, place and date of the hearing, and that date must not be sooner than seven calendar days from the date of notice, except by agreement.

- (4) If the person determined to have committed the infraction does not contest the determination but wishes to explain mitigating circumstances surrounding the infraction, the person must respond by completing the portion of the notice of infraction requesting a hearing for that purpose and submitting it, either by mail or in person, to the court as specified on the notice. The court must notify the person in writing of the time, place, and date of the hearing.
- (5) If any person cited with a notice of parking infraction fails to respond to the notice of parking infraction as required by this section, or fails to appear at a hearing requested as provided by this section, the court must enter an appropriate order assessing the monetary penalty prescribed for the parking infraction and any other penalty authorized by this chapter and must notify the Department of Licensing, in accordance with RCW 46.20.270, of the failure to respond to the notice of infraction or to appear at a requested hearing.
- (6) The Department of Licensing may not renew the vehicle registration of any person for whom the court has entered an order(s) for two or more violations until any penalties imposed pursuant to this chapter have been satisfied.

10.40.660 Failure to comply with notice of parking infraction.

- (1) If no response or payment is made within 30 calendar days of the violation date on the notice of infraction, a \$25 delinquency fine will be imposed, and a delinquency notice will be mailed to the registered owner of the vehicle to which the notice was affixed.
- (2) If no response or payment is made within 30 calendar days of the date of mailing of the delinquency notice, additional penalties may be assessed to the infraction, a notice may be sent to the Department of Licensing as provided in RCW 46.20.270, and the city may pursue such other remedies as provided by law.

10.40.670 Collection authorized.

The city is authorized to remit any unpaid penalties or fines issued pursuant to this chapter to collection.

10.40.680 Impoundment of vehicles with unpaid infractions.

A vehicle parked in violation of this chapter that has four or more unpaid parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least forty-five days from the filing of the notice of infraction, may be impounded without notice, per SMC 10.40.540.

EXHIBIT B

Chapter 6.80 City Docks

i The City Dock regulations in existing SMC Chapter 10.80 do not neatly fit into Title 10 that mostly concerns streets and cars. This draft incorporating these regulations into Title 6, Parks and Public Places.

! Existing 10.80.20 sets forth a fee schedule for use of the city dock, but is eliminated here because of the City current policy of not charging a boat launch fee.

6.80.010 Applicability

This chapter applies to city-owned docks and boat launches at Hamilton Park.

6.80.020 Definitions

The definitions in RCW 53.08.310 are incorporated by reference.

6.80.030 Administration

This chapter may be administered by the director of public works.

6.80.040 Time Limits

! Added a limitation on repeat stays to aid enforceability of the time limits. Note change in daily use limit, which was not consistent with the daily time limit. Fees were eliminated as the current direction is not to charge a boat launch fee.

(1) A vessel is subject to the following maximum stays at a city dock as follows:

- (a) Maximum of eight hours in a 24-hour period.
- (b) Up to three days in a 7-day period.

6.80.080 Violations

- (1) A violation of this chapter is a class 2 civil infraction and may also be enforced per SMC Title 13.
- (2) A vessel that is a nuisance, in danger of sinking or creating other damage, or owing port charges may be managed pursuant to RCW 53.08.320 governing moorage facilities.

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: August 8, 2024

SUBJECT: Stanwood Municipal Code Title 11 – Streets and Public Rights-of-Way

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Ordinance 1535 Adoption of Title 11

PURPOSE

The purpose of this agenda item is for Council review and acceptance of the second reading of Ordinance 1535, adoption of Title – 11, Streets and Public Rights-of-Way, of the Stanwood Municipal Code.

SUMMARY

Title 11, Streets and Public Rights-of-Way is part of the next group of Titles to be amended as part of the Municipal Code Update project. The draft amendments delete outdated code citations and modernize the text by applying current best practices. It notes where new sections have been added or where moved.

Title 11 is a new Title of the Municipal Code containing city regulations pertaining to the permitting of uses and construction in City right-of-way. These code sections have been de-coupled from the Building Code Title for clarity and better flow of the code.

BACKGROUND

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. The update is intended to be user friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

To help guide the review of the amendments, two types of informational banners are included in the descriptive versions of each amendment. These blue- and yellow-colored bars highlight changes, recommendations and questions; it notes where new sections have been added or where moved.

 Blue banner describes actions taken or issue descriptions.

 Yellow banners highlight important policy issues.

Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being processed together. To date, the Council has approved the following Title groupings:

Stanwood Municipal Code Titles	Action
Interim Zoning Regulations Prohibiting Mini-Storage Facilities	Council Approved October 27, 2022
Interim Sign Regulations Signs in the Right of Way	Council Approved January 26, 2023
Title 1 – General Provisions Title 2 – Personnel Title 4 – Administration (New)	Council Approved April 23, 2023 Three Readings
Title 6 – Parks and Public Spaces (New) Title 9 – Public Peace, Morals, and Safety Title 13 – Civil Enforcement	Council Approved June 8, 2023 Three Readings
Title 7 – Noise Ordinance Only	Council Approved July 13, 2023
Title 3 – Revenue and Finance Title 5 – Business Licenses & Regulations	Council Approved December 14, 2023 Three Readings
Title 7 – Health and Sanitation Title 8 – Animals	Council Approved May 9, 2024 Two Readings
Fireworks Code Amendment	Council Approved June 13, 2024 Three Readings
Complete Streets Code Amendment	Council Approved June 13, 2024 Two Readings
Construction Noise Ordinance	Pending Council Action
Title 10 – Vehicles and Traffic	Pending Council Action
Title 11 – Streets and Public Rights-of-Way	Pending Council Action

As amendments are approved, there may be times when chapters or sections within previously approved Chapters or Titles will need to be amended to ensure consistency throughout the Municipal Code.

ANALYSIS

New Title 11 contains city regulations pertaining to the permitting and work within in City right-of-way. These regulations were previously embedded in Title 14, Building Codes. For better clarity and logical flow of the Municipal Code, regulations specific to use of City right-of-way has been put into its own Title.

Chapter 11.02 – General Provisions: Contain provisions applicable to the entire Title such as definitions, administrator of the code, and severability.

Chapter 11.04 – Right-of-Way Uses: Addresses uses and activities in the City rights-of-way with limited ground disturbance including: retail displays, outdoor restaurant tables, private utility connections, fences, retaining walls, landscaping, special events, parades.

Chapter 11.06 – Construction: Address permitting and regulation of construction work / activities in city right-of-way including: construction, repairs, alterations, grading, trenching, drilling and boring.

Chapter 11.08 – Maintenance and Obstruction of Right-of-Ways: Establishes both maintenance requirements and standards for keeping streets clean during construction and ensuring sidewalks remain unobstructed.

Chapter 11.10 – Vacation of Streets and Alleys: Readopt existing code, which is based on state law, with minor code reference updates in new Title.

Chapter 11.12 – Complete Streets: Readopt the complete streets regulations prioritizing the needs of all users include pedestrians, bicycles and not just vehicles. The standards are intended to address the mobility needs of all users regardless of age, ability, or income.

Council Policy Decision Issues:

The following policy issues need to be discussed before the final reading:

1. Bonding and Indemnification:

The bonding and indemnification permitting requirements contained SMC Section 11.06.040 has not been updated since 1996 – approximately 28 years. Staff is recommending that the amounts be updated to be consistent with the city's standard contracts amount. However, Staff has reached out to WCIA (Washington City's Insurance Authority) to get their recommendations. If WCIA has different recommendations, they will be brought forward to Council with the second reading of the ordinance.

Coverage Type	Existing Code	Proposed
Liability Coverage	\$100,000	\$1,000,000
General Insurance	\$300,000	\$3,000,000
Property Damage	\$50,000	\$500,000

2. Maintenance and Obstructions:

This Section addresses the responsibilities of property owners and developers to maintain portions of city right-of-way.

- Property Owners: Responsible for keeping sidewalks clear of obstructions and maintaining median landscaping including:
 - Sidewalks must kept clear and safe for travel;
 - Maintain, mow, and weed the adjacent landscape median;
 - Replace any dead, dying or diseased street tree(s) that were required as part of the initial plat approval;
 - Streets, lanes, alleys, or other public roadways must be free from overhanging trees or vegetation; and
 - Sidewalks must be free from obstructions including but not limited to a-board signs, vegetation, brush, lawn clippings, snow, mailboxes, or other fixtures.
- Developers: Responsible for keeping roads and sidewalks clean during construction.

Response to Council Questions (Second Reading):

At Council's July 11, 2024, meeting there were several questions and directives regarding the ordinance. Changes to the ordinance are shown in ~~strikeout~~ or **bold** / underline for text changes. Below are staff responses to the questions.

1. 11.06.040 Construction Bonds.

As mentioned at the July 11 Council meeting, this section has been amended to delete the bond amounts and replace with generic language that references the requirements of Washington Cities Insurance Authority (WCIA) and the City Attorney

- (2) Indemnity. The Public Works Director has the authority to require an applicant to file a bond to indemnify the City from all claims, damages, or injury to other persons caused by the work or alteration. Alternatively, the applicant may provide satisfactory evidence of adequate liability and insurance in the **type and** amount of ~~\$1,000,000 and \$3,000,000 for personal injury or death, and \$500,000 for property damage~~ acceptable to the City's Risk Pool and City Attorney.

2. 11.08.030 Street and Sidewalk Obstruction Standards.

Council had several concerns about the sidewalk obstruction code language. Specifically, there was concern that the mailbox and fixtures section should only apply to new fixtures and not be retroactive to existing fixtures/facilities in the right-of-way. To address this concern, the mailbox and fixture sections are now standalone code sections. A reference to the garbage can provisions was also added to allow temporary use of the sidewalk.

(3) Sidewalks

- (a) Sidewalks must be free from obstructions including but not limited to a-board signs, vegetation, brush, lawn clippings, **and** snow. ~~, mailboxes, or other fixtures. If mailboxes are located in sidewalks, then the sidewalk shall be widened to provide accessibility around the mailbox in accordance with the Americans with Disability Act.~~
- (b) A minimum of five feet in width and eight feet in clearance height must be maintained clear from obstructions to ensure direct passage.
- (c) **If new mailboxes are located in sidewalks, then the sidewalk shall be widened to provide accessibility around the mailbox in accordance with the Americans with Disability Act.**
- (d) Placement of **new** fixtures along sidewalks and right of ways, may be allowed, provided that the sidewalk maintains direct passage **in accordance with the Americans with Disabilities Act.** ~~, as established in (2) of this section.~~
- (e) **Garbage cans may be temporarily placed on sidewalks in accordance with SMC 7.04.060.**

3. Street Trees.

It was mentioned at the end of the meeting by the City Administrator that we need to prohibit property owners from cutting down street trees that were required as part of the platting process or required as a development condition consistent with the City's street and utility standards. To address this concern, the following section has been added.

11.08.035 Prohibited Acts

- (2) **It is unlawful to remove, destroy, kill, mutilate, or deface a street tree without first obtaining approval from the Community Development Department.**
- (3) **The Director may require the requestor to submit an arborist report describing the health of the tree and recommended pruning, removal or replanting options.**
- (4) **The Director must not permit removal of a street tree unless the Director determines that the street tree:**
 - (a) **Is a hazardous tree;**
 - (b) **Poses a public safety hazard;**
 - (c) **Is in such a condition of poor health that removal is justified; or**
 - (d) **Cannot be successfully retained, due to public or private construction or development conflicts.**

- (5) Removed street trees must be replaced with a species from the approved tree list or with a tree approved by the Director and the replanting must include the installation of root barriers to protect adjacent sidewalks.

Fiscal Impact
No direct financial impact. Code work was already budgeted and approved through the Municipal Code Update Project contract and scope of work.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council accept the second reading and adopt the ordinance.

Committee/Board Recommendation:

The Advisory Group, Planning Commission and City Council Community Development Committee have all reviewed the proposed amendments; their comments have been incorporated into the drafts. All groups have recommended to adopt the amendments.

CITY COUNCIL OPTIONS

1. Accept the second and final reading of Ordinance 1535 adopting Title 11, Streets and Public Rights-of-Way.
2. Request changes to Ordinance 1535 and direct staff to address specific Council issues or concerns prior to reconsidering the ordinance.

PROPOSED MOTION

“I MOVE TO APPROVE THE SECOND READING AND ADOPTION OF ORDINANCE 1535 AS SET FORTH IN ATTACHMENT “A”.

OR

“I MOVE TO ACCEPT THE SECOND READING OF ORDINANCE 1535 AS SET FORTH IN ATTACHMENT “A” AND PROCEED WITH THE THIRD AND FINAL READING.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1535

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING
STANWOOD MUNICIPAL CODE (SMC) TITLE 11, STREETS AND PUBLIC RIGHTS-
OF-WAY, AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices; and

WHEREAS, Title 11 adopts the City's regulations for streets and public rights-of-way; and

WHEREAS, the amendments address right-of-way uses, construction, maintenance and operations, street vacations and the complete streets program; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 2024-0086; and

WHEREAS, the Stanwood Community Development Committee reviewed the draft ordinance at their January 4, 2024, meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Planning Commission reviewed the draft ordinance at their January 8, 2024, meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Advisory Group reviewed the draft ordinance at their January 17, 2024, meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on July 11, 2024, a second reading on August 8, 2024, and accepted public comment; and

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

Section 1. Stanwood Municipal Code Title 11, Streets and Public Rights-of-Way, is repealed in its entirety and replaced with the new Title 11 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.

PASSED and APPROVED this ____ day of _____, 2024.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

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Title 11 Streets and Public Rights-of-Way

i This is a new Title. It will be home to all the right-of-way and street-related permitting requirements and procedures that were previously in Title 14.

Chapter 11.02 General Provisions

11.02.010 Applicability.

This chapter applies to all provisions of this Title.

11.02.020 Definitions.

The following definitions apply in this Title:

“Complete streets” means the same as in [RCW 47.04.010\(10\)](#).

11.02.030 Administration.

- (1) Unless otherwise stated in this Title, the Public Works Director or designee (hereafter referred to as “Public Works Director”) is the administrator of this Title, and is authorized to review and inspect work, and approve or disapprove of work undertaken according to an approved permit.
- (2) The Community Development Director is authorized to review and issue permits after consultation with the Public Works Director.

11.02.040 Severability

If any section, sentence, clause, or phrase of this Title is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality may not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this title.

Chapter 11.04 Right-of-Way Uses

11.04.010 Purpose.

The purpose of this Chapter is to allow the use and encroachment of public rights-of-way only when they:

- (1) Encourage economic development and vitality.
- (2) Contribute to an active public realm.
- (3) Ensure accessible and navigable paths and streets free of hazards.

11.04.020 Applicability.

- (1) This Chapter applies to the uses and permits identified in Table 11.04.020(A), Applicable Permits by Right-of-Way Use.

- (2) Uses that break the pavement or surface of the right-of-way may also be required to obtain a construction permit, as established in SMC 11.06, Construction in the Right-of-Way.

Table 11.04.020(A) Applicable Permits by Right-of-Way Use

Applicable Permit	Example Uses (Including but not limited to)	Applicable Requirements
General Right-of-Way Use Permit	• Retail displays • Street Eateries • Restaurant tables in the sidewalk	SMC 11.04.040, General Right-of-Way Uses
Encroachment Permit	• Private Utility connections and installations • Fence installation, retaining walls, rockeries, landscaping	SMC 11.04.050, Encroachment Permit
Special Event Permit	• Street closures for farmers markets • Block Parties • Parades	SMC 5.06, Special Events

11.04.030 Permit procedures.

- (1) The Community Development Director is responsible for administering, reviewing, and deciding on the permits in this Chapter, under a Type I administrative decision, after consultation with the Public Works Director.
- (2) Permit applications must use the forms established and provided by the City. The forms and application must include:
 - (a) A description of the proposed use or encroachment.
 - (b) Site plan showing private property lines, right-of-way location, and the location dimensions of the proposed use or encroachment. A site plan is not required for temporary signs.
 - (c) A statement signed by the applicant holding the City harmless from damages to private property or grounds is included in the proposal.
- (3) All permit fees must be paid at the time of submittal. Permit fees are established by City Council resolution.
- (4) Approval Criteria. The permit may be granted by the Community Development Director if it meets the following criteria:
 - (a) The encroachment or use does not impair public use or access.
 - (b) Any proposed structures or improvement do not obstruct traffic or create safety hazards. They also may not conflict with future City improvement plans.
 - (c) The use or encroachment can be removed if the City needs to use the right-of-way.
 - (d) The use is allowed or appropriate for the underlying zone or use standards, as established in Title 17.

11.04.040 General right-of-way use permit.

- (1) A general right-of-way use permit is required for any proposed use that falls within the right-of-way. Such a use generally involves temporary or moveable fixtures, such as chairs, tables, or displays.
- (2) General Standards.
 - (a) Any proposed display, table, or other furniture for business or retail uses must be stowed out of the right-of-way during non-business hours, unless otherwise allowed by a right-of-way use permit.
 - (b) The proposed use must not create an obstruction, as regulated in SMC 11.08, Maintenance and Obstructions on Right-of-Ways.

11.04.050 Encroachment permit.

i This section adapts the requirements of 14.42, Encroachment Permits to be clearer. The existing encroachment code has an amortization clause for structures existing as of 2010. This was removed as it is no longer necessary.

- (1) This permit applies to the erection, construction or maintenance of signs, structures, other property, or improvements on or over City rights-of-way.
- (2) General Standards.
 - (a) The Director may impose limitations and restrictions such as size, location, type of improvement, duration of the permit, or other limitations to ensure adequate access and passage in rights-of-way in accordance with the American with Disabilities Act.
 - (b) The permit may be revoked, and improvements required to be removed at no cost to the City if the right-of-way needs to be improved or used for public purposes. Such improvements may include road widening, utilities, signage, and maintenance of sight triangle clearance.
 - (c) A temporary sign encroachment permit may be required for temporary use of the public right-of-way for banners and similar community and special event signage, subject to applicable sign regulations under SMC 17.110, Sign Standards.

Chapter 11.06 Construction in the Right-of-Way

11.06.010 Purpose.

The purpose of this chapter is to reduce impacts and connectivity disruptions due to construction activities in rights-of-way and to establish standards for construction activities in rights-of-way.

11.06.020 Applicability.

i This applies a new applicability criterion. It also consolidates text from the existing SMC 14.26.010, Permits.

- (1) This chapter applies to any activity that breaks the surface of the right-of-way. This includes, but is not limited to, activities in a right-of-way such as:

- (a) Construction or reconstruction.
 - (b) Repair or alteration.
 - (c) Grading in a right-of-way.
 - (d) Cutting upon or over.
 - (e) Trenching.
 - (f) Drilling or boring under or through.
- (2) The following activities are exempt from the standards in this chapter.
- (a) Boring small holes in a right-of-way to install an approved signpost.
 - (b) Drilling to attach approved benches, planters, fencing, or other similar fixtures to the right-of-way.
- (3) Compliance with this chapter does not exempt compliance with other applicable permits and standards. The adopted construction standards in Stanwood's Street and Utility Standards apply.

11.06.030 Permit procedures.

i This is a new code section that consolidates text from SMC 14.26.020 Applications, .030 Fees, .080 Administration, and .090 Appeal. SMC 14.26.100 Affected adjacent property, has been found to be problematic and was removed.

- (1) The permit application must be made on forms provided by the Community Development Department. The form and application must contain:
- (a) Information necessary to demonstrate compliance with SMC 11.06.050, Approval Criteria.
 - (b) A plan showing the extent of the proposed construction work. The plan must indicate all locations and dimensions of the work in the right-of-way.
 - (c) All fees must be paid upon submission of the application and related documentation. Permit fees are established by City Council resolution.

i The following standard is new.

- (2) Notice.
- (a) If the application identifies that temporary street closures are necessary, or there will be traffic and access limitations due to construction, the Public Works Director may require notice to be provided to adjacent property owners.
 - (b) The applicant must then provide mailed notice to property owners within 300 feet from the site at least 7 days prior to the expected impacts.
 - (c) The City may waive the noticing requirements in circumstances that require emergency repairs.

11.06.040 Bonding and Indemnification.

- (1) Security. When any portion of the project located in the public right-of-way exceeds \$1,000.00 in value, the Public Works Director has the authority to require a performance security, augmented performance security, and/or maintenance security to be filed with the permit application, unless

waived in accordance with SMC 16.30.030 Security mechanisms. ~~The amount of the security is determined in SMC 16.30.030.~~ Such work must be conducted according to the City's standards for municipal construction and include a guarantee for the maintenance, repair, or replacement in accordance with SMC 16.30.030.

i Per the City Attorney's recommendation, the following has been changed to an amount acceptable to WCIA and the City Attorney.

- (2) Indemnity. The Public Works Director has the authority to require an applicant to file a bond to indemnify the City from all claims, damages, or injury to other persons caused by the work or alteration. Alternatively, the applicant may provide satisfactory evidence of adequate liability and insurance in the ~~type and~~ amount of ~~\$1,000,000 and \$3,000,000 for personal injury or death, and \$500,000 for property damage~~ acceptable to the City's Risk Pool and City Attorney.
- (3) Surety. In cases where a bond is required, in lieu of the surety bond required, an applicant may file with the Public Works Department a cash deposit, or other negotiable security in form and substance approved by the City Attorney, to guarantee the performance by applicant of his/her obligations to the City.

11.06.050 Approval criteria.

i This section was adapted from 14.26.060, Standards for issuance of permits. The standard on "health and welfare" was removed, as it was not clear on how this would be demonstrated—if the applicant follows the required codes, then they should already be maintaining health and welfare through code compliance.

The Public Works Department will review the application. To be approved, the application must meet all the following criteria:

- (1) The application form is complete with the required documentation included.
- (2) The plans for the proposed project provide sufficient detail to estimate the general costs and nature of the project, showing it to be in the public interest.
- (3) The work will be accomplished according to all adopted and applicable building and street standards.
- (4) The applicant demonstrates that the project will not unreasonably interfere with vehicular and pedestrian traffic, the demand and necessity for parking spaces, and reasonable means of ingress and for affected properties.

11.06.060 Appeals

i The following standard on appeals has been rewritten for grammatical clarity and code consistency.

The permit decision may be appealed to the Hearing Examiner per the appeal process established in SMC 17.80.390. The appealing party must pay the applicable fee, as established by City Council resolution.

Chapter 11.08 Maintenance and Obstructions on Rights-of-Way

11.08.010 Purpose and applicability.

- (1) The purpose of this chapter is to maintain safety by ensuring that rights-of-way are free from obstructions and are easily accessible for both pedestrians and vehicular traffic.
- (2) This chapter applies to all rights-of-way in the City.

11.08.020 Construction debris standards.

i This section is adapted from the existing 14.30.010, Daily removal.

- (1) Anyone depositing dirt, mud, rocks, debris, or any material on public property or municipal facilities must promptly clean up these deposits daily during and at the end of their operations.
- (2) Adequate equipment must be available during each day of operation to ensure quick and timely removal of any debris or deposits. The equipment available may include a power broom or other means approved by the Public Works Director.
- (3) All right-of-way surfaces, catch basins, culverts, or other municipally owned improvements affected by the deposits must be cleaned.
- (4) Stop work order.
 - (a) In the event anyone fails to comply, the Public Works Director may issue a notice of violation and order all work to cease. The notice must be delivered to the person in charge of the job site at the time of the notice.
 - (b) Work may not resume until so authorized by the Public Works Director.
 - (c) Failure to comply with a stop work order would result in further penalties, as established by SMC 11.08.040.

11.08.030 Street and sidewalk obstruction standards.

i This is a new section of code. This code has been loosely inspired by the City of Duvall (8.02) and the City of Spokane (12.02.0202).

- (1) Property owners abutting a right-of-way or sidewalk must keep the pathway clear and safe for travel by promptly removing any obstructions.
- (2) Property owners abutting a right-of-way or sidewalk are responsible to maintaining, mowing, and weeding the adjacent landscape median.
- (3) Property owners abutting a landscaped median in the public right-of-way, or the homeowner's association if identified, is responsible for replacing any dead, dying or diseased street tree(s) that were required as part of the initial plat approval.
- (4) Streets, lanes, alleys, or other public roadways must be free from overhanging trees or vegetation. A minimum of 14 feet of clearance height must be maintained clear from obstructions.

(5) Sidewalks

- (a) Sidewalks must be free from obstructions including but not limited to a-board signs, vegetation, brush, lawn clippings, and snow. ~~, mailboxes, or other fixtures. If mailboxes are located in sidewalks, then the sidewalk shall be widened to provide accessibility around the mailbox in accordance with the Americans with Disability Act.~~
- (b) A minimum of five feet in width and eight feet in clearance height must be maintained clear from obstructions to ensure direct passage.
- (c) **If new mailboxes are located in sidewalks, then the sidewalk shall be widened to provide accessibility around the mailbox in accordance with the Americans with Disability Act.**
- (d) Placement of new fixtures along sidewalks and right of ways, may be allowed, provided that the sidewalk maintains direct passage **in accordance with the Americans with Disabilities Act.** ~~, as established in (2) of this section.~~

(e) Garbage cans may be temporarily placed on sidewalks in accordance with SMC 7.04.060.

- (6) Notice of violation. Should any abutting property owner fail, neglect or refuse to comply with this section, the Public Works Director, or their designee, may serve the owner a notice to clear, repair, or renew any sidewalk or passage within 10 days. The notice must include:
 - (a) A reasonable time limit for resolving the obstruction.
 - (b) Penalties for failure to comply.

 In response to restricting the cutting of street trees, the following section has been added based on the City of Seattle's street tree program.

11.08.035 Prohibited Acts

- (1) **It is unlawful to remove, destroy, kill, mutilate, or deface a street tree without first obtaining approval from the Community Development Department.**
- (2) **The Director may require the requestor to submit an arborist report describing the health of the tree and recommended pruning, removal or replanting options.**
- (3) **The Director must not permit removal of a street tree unless the Director determines that the street tree:**
 - (a) **Is a hazardous tree;**
 - (b) **Poses a public safety hazard;**
 - (c) **Is in such a condition of poor health that removal is justified; or**
 - (d) **Cannot be successfully retained, due to public or private construction or development conflicts.**
- (4) **Removed street trees must be replaced with a species from the approved tree list or with a tree approved by the Director and the replanting must include the installation of root barriers to protect adjacent sidewalks.**

11.08.040 Penalty for violation.

Violation of this chapter is a class 1 civil infraction and may also be enforced per SMC Title 13.

Chapter 11.10 Vacation of Streets and Alleys

i This Chapter of code has been edited for clarity, language, and organization to make it easier to read. Procedural and approval standards have been maintained.

11.10.010 Purpose.

This chapter establishes the procedures and criteria that the City uses to decide upon vacation of streets, alleys, and other types of public easements relating to street, pedestrian, or travel purposes.

11.10.020 Applicability.

- (1) The procedures and standards in this chapter apply to any petition to vacate a street, alley, or right-of-way in the City.
- (2) If a proposed street vacation is part of a proposed vacation of a subdivision or short subdivision, then the procedure for vacation of subdivisions under RCW 58.17.212 must be used and complied with, and the street vacation procedure under this chapter may not be used.

11.10.030 Pre-application procedure.

- (1) Prior to submitting a petition for the vacation of any street or alley, any abutting property owner may submit a written request to the Public Works Director for a pre-application meeting to discuss the proposal.
 - (a) The request must include:
 - (i) A description of the right-of-way for which vacation is intended to be sought,
 - (ii) A statement of the applicant's reasons for requesting vacation,
 - (iii) A statement as to how the requested vacation meets the criteria for granting a vacation as set forth in SMC 11.10.110.
 - (b) No fee is required for the pre-application meeting.
- (2) The Public Works Director will schedule a pre-application meeting, upon request from the applicant.
- (3) The Public Works Director may provide a preliminary determination on whether there appear to be any granting criteria that the proposal cannot meet. This preliminary determination is not final or binding.
- (4) If the applicant decides to proceed with a street vacation petition after the pre-application meeting, all provisions of this chapter apply. (Ord. 1476 § 1, 2019).

11.10.040 Petition procedure.

i Adapted from SMC 14.48.020, Petition-Fee-Subdivision vacation. This section has been reformatted. No substantive changes made. Standard on subdivision (existing 14.48.020(3)) moved to the applicability section.

- (1) Any owner of a property abutting a street or alley may petition the City Council for the vacation the street or alley.
- (2) Petition must be made on forms established by the City. The petition and forms must contain all the following:
 - (a) A fee in an amount established by resolution of the City Council. Until all fees have been paid in full, no action may be taken.
 - (b) A full and correct legal description.
 - (c) Vicinity map showing the property seeking a vacation.
 - (d) Signatures of adjacent property owners. The application must be signed by the owners of more than two-thirds of the property abutting the street or alley to be vacated.

11.10.050 Review of petition.

i Adapted from SMC 14.48.040. This section has been reformatted and edited for clarity.

- (1) The City Clerk must notify the Public Works Director of all proposed vacations.
- (2) Prior to the presentation of the petition to the City Council, the Public Works Director must review the petition and create a report that includes:
 - (a) Ownership of the property abutting on the street or portion sought to be vacated. Proof of ownership of abutting property by the title insurance or certificates may be required, such proof to be furnished by, and at the expense of, the petitioners.
 - (b) Verification of the location and general legal description of the street or alley proposed for vacation.
 - (c) Whether and in what respect the public may be benefited or harmed by the vacation.
 - (d) Whether the public benefit of the area's use is insufficient to justify the cost of maintenance.
 - (e) Which property or properties will be directly benefited or adversely affected by the vacation, and in what way.
 - (f) What effect the vacation will or may have upon property served or which might be served the vacated street, and whether the street has been opened or constructed, and if so, to what standard.
 - (g) How the street relates to other streets and highways, and whether other portions of the subject street or alley have already been vacated.
 - (h) Whether the substitution of an alternative way would be more useful to the public.
 - (i) Whether future changes in conditions may increase public use or need.

- (j) How and when the street or alley sought to be vacated became a public right-of-way.
 - (k) Whether any utilities now exist in the street, or whether such street may be reasonably necessary for future utility uses.
 - (l) The necessity or desirability of the City retaining an easement or the right to exercise and grant easements for emergency vehicle access and construction, repair, and maintenance of public utilities and services over the land sought to be vacated.
 - (m) Whether any abutting owner would become landlocked or its access substantially impaired; i.e., whether there is an alternative option for ingress and egress, even if less convenient.
 - (n) If the right-of-way abuts a body of water, how the proposed vacation would or would not comply with the requirements set forth in RCW 35.79.035.
 - (o) Whether there is compliance with the comprehensive plan, transportation plan and future road alignments.
 - (p) Any other matters relevant to the vacation of the street or alley.
- (3) Upon receiving a petition and fee payment for the vacation of a City street or alley, and upon completion of the report referenced in SMC 11.10.050(2), the Public Works Director will place the matter upon the agenda of a meeting of the City Council.
 - (4) The City must notify petitioners in writing of the date and time when the Council hears the petition.

11.10.060 Setting the Council hearing by resolution.

- (1) The City Council is responsible for determining whether to adopt a resolution setting a public hearing on the proposed vacation. In its determination, the Council must consider:
 - (a) The report of the Public Works Director.
 - (b) If the vacation requires that the City be compensated as a condition of the vacation. The Council will generally determine whether the City will need to be compensated before it adopts the resolution. However, the Council retains the discretion to review its determination following the public hearing.
- (2) For both petition and council-initiated vacations proposed for public hearing, the City Council must adopt a resolution setting a time for the hearing. The hearing date must be set between 20 and 60 days from the resolution's date of passage.

11.10.070 Compensation.

The City Council may require the petitioners to compensate the City of Stanwood, prior to the vacation becoming effective, in accordance with the following criteria:

- (1) Except as otherwise provided, the vacation ordinance may not become effective until the City is compensated. This amount may not exceed one-half the appraised value of the area to be vacated.
- (2) When the street or alley has been part of a dedicated public right-of-way for 25 years or more, or when the street or alley or portions thereof were acquired at public expense, the compensation amount may not exceed the full appraised value of the area vacated.
- (3) Compensation may be waived or reduced either when the vacation is initiated by the City of Stanwood or when the City Council deems it to be in the best interest of the City in accordance with the following criteria:

- (a) When the abutting property is owned by a governmental entity or by a nonprofit corporation whose purpose is for the necessary support of the poor or infirm.
- (b) When the street or alley was vacated by the provisions of Section 32, Chapter 19, Laws of 1889-90 (as described in SMC 11.10.100).
- (c) When the street or alley (right-of-way) vacated is traded for property of greater or approximately equal value.
- (d) When the street or alley (right-of-way) vacated is abutting residential properties and is 1,500 square feet or less, the appraisal required under SMC 11.10.080 may be waived and the value calculated as a percentage of the average Snohomish County assessor assessed value of the abutting properties.
- (e) When the street or alley (right-of-way) vacated is de minimis, under 500 square feet, or otherwise has little to no assessed value.

11.10.080 Appraisal for compensation.

i This section was adapted from 14.48.090 Appraisal – Survey – Fees.

- (1) The area proposed for vacation must be appraised in all cases where the City Council requires compensation for the vacated right-of-way.
- (2) The appraisal must be by a professional appraiser selected by the City, unless otherwise determined by the Public Works Director. The applicant is responsible for paying the cost of the appraisal. The petition may be denied for nonpayment of fee or failure to submit appraisal.
- (3) The petitioner may select the appraiser by either choosing:
 - (a) From a list of appraisers approved by the City.
 - (b) A Washington State certified and licensed real estate appraiser who is familiar with the local market conditions. The appraiser must have a reputation for respecting the rules and regulations applicable to appraisers. The petitioner must submit the appraiser's name and credentials to the City and receive prior written approval by the Public Works Director.
- (4) The petitioners must provide the City with an accurate, professional survey of the property proposed for vacation, with the boundaries of the proposed vacation marked on the ground and an accurate legal description by a licensed surveyor at the applicant's expense.
- (5) No action may take place on the petition until fees have been paid in full. Therefore, if the application fee is not paid by the petitioner, and the professional survey, legal description, and the appraisal are not received by the City within 12 months of the petition filing date, the petition must be denied. The petitioner/applicant/owner will be required to reapply and pay a new filing fee.

11.10.090 Public hearing notice – Fifty percent objection.

i This section was moved slightly in the chapter and adapted from 14.48.080, Public hearing notice – Fifty percent objection. The text was edited for reading ease and comprehension. No substantive changes were made.

- (1) Notice. Upon the passage of the petition resolution, the City Clerk must give 20 days' notice of the pendency of the petition by a written notice posted in the City's legal posting locations and in a conspicuous place on the street or alley sought to be vacated.
 - (a) The notice must contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition.
- (2) Mailed Notice. In addition to the standards under (1), mailed notice is required for all cases where the proceeding is initiated by resolution of the City without a signed petition by the owners of more than two-thirds of the property abutting the proposed part of the street or alley to be vacated.
 - (a) The mailed notice must be delivered at least 15 days before the date fixed for the hearing.
 - (b) The notice must be sent to the owners, or reputed owners, of all lots, tracts, or parcels of land or other property abutting, or within 300 feet of, any part of the proposed street or alley vacation, as shown on the rolls of the county treasurer, directed to the addresses shown on the record.
 - (c) Where the current address of applicable property owners is not a matter of public record, failure to send notice by mail to applicable property owners may not invalidate any proceedings in connection with the proposed street vacation.
- (3) The costs of the notice must be borne by the applicant.
- (4) In all cases, the City may not proceed with the street vacation process if 50% or more of the abutting property owners file a written objection to the proposed vacation with the City Clerk prior to the time of hearing.

11.10.100 Nonuser statute.

- (1) The following state laws on the nonuser statute apply:
 - (a) Section 32, Chapter 19, Laws 1889-90
 - (b) RCW 36.87.090
- (2) Although the nonuser statute applies without regard to the City's street vacation process under Chapter 35.79 RCW, property owners who abut a street vacated under the nonuser statute may apply to the City to "formally" vacate the street by ordinance.
 - (a) Abutting property owners may use this method to clear title to right-of-way vacated under the nonuser statute rather than filing a quiet title action in superior court, which can be more costly and cumbersome than the street vacation ordinance process.
 - (b) The City will consider petitions to formally vacate streets or alleys that have been vacated by operation of the nonuser statute, if these streets or alleys were dedicated and unopened as county roads for five years prior to the 1909 proviso and if the City has not acquired the streets or alleys by prescription/adverse possession, purchase, eminent domain, or other means.

- (c) The burden is on the property owner requesting vacation to provide all necessary title and historical information to the City to demonstrate that the nonuser statute operates to vacate the subject property.

11.10.110 Granting criteria.

- (1) The City Council may not vacate any street, alley, or any parts thereof, if any portion abuts a body of saltwater or freshwater, except when both:
 - (a) The vacation is being sought to enable the City or state to acquire the property for port purposes, boat moorage or launching sites, park, viewpoint, recreational, educational purposes, or other public uses; and
 - (b) The proposal complies with the requirements of RCW 35.79.030 and this chapter.
- (2) City Council must use the following criteria when deciding on a street vacation petition:
 - (a) The vacation will provide a public benefit, and/or will be for a public purpose, which public benefit may consist of economic and business support derived by the community from the petitioners.
 - (b) The right-of-way vacation will not adversely affect the street pattern or circulation of the immediate area or the community as a whole.
 - (c) Public needs are not adversely affected.
 - (d) The right-of-way is not contemplated or needed for future public use.
 - (e) No abutting owner will become landlocked, or their access will not be substantially impaired. For example, there must be an alternative option for ingress and egress, even if less convenient.
 - (f) That provision has been made for utility easements, when needed for the right to construct, repair, and maintain public utility facilities.

11.10.120 Right to reserve easements.

- (1) The City Council may, at the time of its public hearing, determine that the City may retain an easement or right to exercise and grant easements in respect to the vacated land for:
 - (a) The construction, repair, and maintenance of public utilities and services.
 - (b) Public utilities and services.
 - (c) Pedestrian trail purposes.
 - (d) Any other type of easement relating to the City's right to control, use and manage rights-of-way.

11.10.130 Vacation ordinance.

i The following code was adapted from SMC 14.48.120 and edited for clarity and readability alone.

- (1) If the City Council determines to grant such petition, or any part thereof, the Council must authorize the vacation by adopting an ordinance.
- (2) The ordinance may retain City easements or rights on the vacated land for construction, repair, and maintenance of public utilities and services.

- (3) Compensation payment. If the City Council determines that compensation must be paid as a condition of the vacation, then the ordinance may not be published or become effective until all compensation and fees and costs have been paid in full by the petitioners and all conditions imposed by the City Council have been complied with.
 - (a) When there are multiple properties which are adjacent to right-of-way which is petitioned for vacation, any one or more of the applicants may pay the total compensation, fees, and costs in order to complete the vacation and to cause the ordinance to be published and become effective.
 - (b) Such payment may not affect the vacated right-of-way vesting of the adjacent property owner.
 - (c) If the compensation is not paid and the conditions are not complied with within one year from adoption of the ordinance, then the ordinance is void. However, the City Council may extend this deadline by one year by ordinance.

11.10.140 Notice of action to auditor and appraiser.

- (1) A certified copy of the ordinance vacating any street or alley, or part thereof, must be filed with the Snohomish County Auditor's office. Following the recording of the ordinance, a certified copy must be sent to the Snohomish County treasurer's office.

11.10.150 Use of proceeds of vacation.

- (1) One-half of the revenue received by the City as compensation for area vacated under this chapter must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City.

11.10.160 Title to vacated street or alley.

- (1) Pursuant to RCW 35.79.040, and regardless of who pays the compensation, fees, and expenses of vacation, the vacated streets or alleys belong to the abutting property owners, one-half to each, provided, that:
 - (a) When only part of the street or alley is requested to be vacated, only that portion of the adjacent right-of-way up to the center line may belong to the abutting owner.
 - (b) When the street or alley requested to be vacated is wholly contained within a subdivision and is part of the boundary of the subdivision, the entire street must belong to the owner or owners of the property within the vacated subdivision, in compliance with RCW 58.17.212.
 - (c) When dictated by the circumstances of the situation, ownership of the underlying fee of a street or alley may be allocated by the City as equally and fairly as possible.
- (2) The ownership of the vacated street or alley must be set in the street vacation ordinance in accordance with subsection (1) of this section.

Chapter 11.12 Complete Streets Program

i This Chapter readopts the Complete Streets ordinance adopted by Council in June.

11.12.010 Purpose.

- (1) The Complete Streets Program is intended as a policy framework directing the City to take a holistic approach to transportation planning in its street improvements. The purpose of Stanwood's Complete Streets Program is to:
 - (a) Prioritize the needs and comfort of all people and travelers, considering issues such as street design and width, context-appropriate operating speed, mode balance, lighting, and connectivity.
 - (b) Support different modes of travel while respecting Stanwood's existing neighborhood characteristics by applying Complete Streets concepts in a context-sensitive manner, unique to each neighborhood.
 - (c) Encourage multimodal transportation infrastructure for all users, including pedestrians, bicyclists, automobiles, freight, and emergency services.
 - (d) Improve public safety, health, and efficient travel for all ages, abilities, and economic levels, which benefits not only each user but the vitality of the local economy.
 - (e) Create integrated, aesthetically pleasing and connected transportation systems that provide access, mobility and health for all users including people traveling with different levels of ability or mobility.
 - (f) Improve the public health of Stanwood's community members by encouraging active transportation modes.
 - (g) Reduce traffic and congestion and foster cleaner air quality by enabling alternative transportation modes.
- (2) A Complete Streets approach to right-of-way design does not necessarily require expansion of transportation facilities and pavement. Rather, the purpose of these policies is to require consideration of solutions that make transportation facilities comfortable for all users, from vehicles to pedestrians. The Complete Streets design approach is flexible and innovative rather than purely prescriptive. However, there are many best practices that represent thoughtful application of engineering, architectural and urban design principles which must be used in implementing this Chapter. For example, the Federal Highway Administration's (FHWA) proven safety countermeasures and the National Association of City Transportation Officials (NACTO) provide some examples of design interventions for Complete Streets. The following photos offer examples of some Complete Street design interventions.

Figure 11.12.010(A) Traffic Calming and Mid-Block Crossing Example (Credit: Richard Drdul)



Figure 11.12.010(B) Bikeway Example (Credit: Richard Drdul)



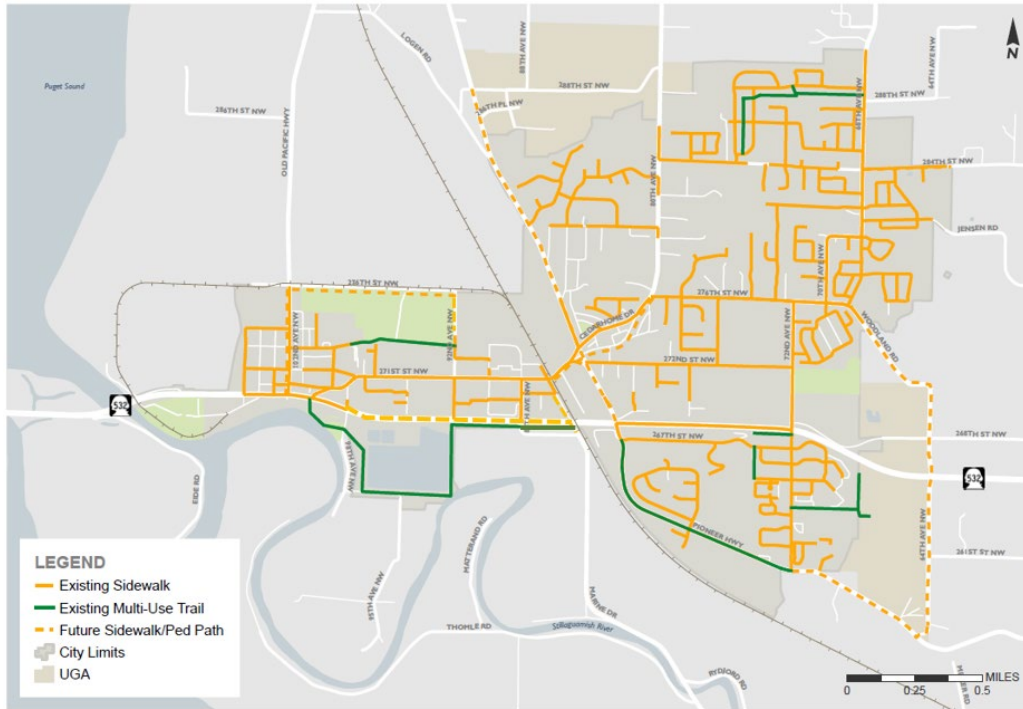
Figure 11.12.010(C) Bump-out Crossing Example (Credit: Richard Drdul)



11.12.020 Applicability.

- (1) Any agency conducting work within a city right-of-way must comply with the requirements in this chapter and may not take actions that could adversely affect multimodal travel conditions and future opportunities. Such agencies include, but are not limited to electric, gas, communications, cable, or power utilities.
- (2) Stanwood encourages entities not under its jurisdiction to meet the requirements of this chapter, including but not limited to the Stanwood-Camano School District, Snohomish County, and the Washington State Department of Transportation.
- (3) The City has identified transportation projects needed to buildout its non-motorized transportation network. The location of these projects are shown below in Figures 11.12.020 (A) and (B) and in the City of Stanwood Comprehensive Plan. The Transportation Element of the Comprehensive Plan includes pedestrian, bicycle, and “spot” improvements in greater detail.
 - (a) Requirement to construct improvements. A proposed development adjacent to a mapped non-motorized transportation project described in this section must construct the transportation project, according to the Stanwood Street and Utilities Standards. For right-of-way projects, this means constructing at a minimum the frontage improvements and half street improvements on rights-of-way adjacent to the development, including any required sidewalks or bikeway required by Street and Utility Standards 2B.020 Minimum Street Design Standards and Section 2D Bikeways and Non-Motorized Facilities.

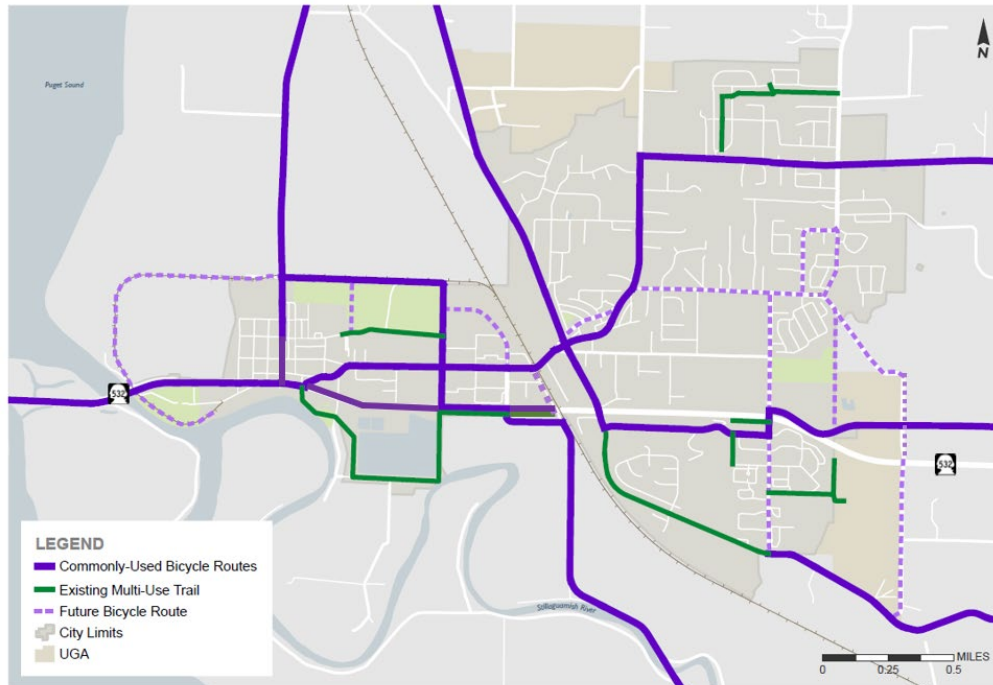
Figure 11.12.020(A) City of Stanwood Future Pedestrian Network Project Map



Future Pedestrian Network
Stanwood Transportation Master Plan

transpogroup

Figure 11.12.020(B) City of Stanwood Future Bicycle Network Project Map



Future Bicycle Network
Stanwood Transportation Master Plan

transpogroup

11.12.030 Implementation.

- (1) Projects proposing work in the right-of-way must consider ways to make streets safer and easier to use for pedestrians and non-motorized means of transportation. Project proposals must follow the development standards for land use and buildings adopted in the Stanwood Municipal Code and standards for streets in the Stanwood Street and Utility Standards.
- (2) To implement this Complete Streets program, the City will review each proposal, including its own projects, to ensure the street design and internal circulation system implements the principles of Complete Streets.
 - (a) Improved access to buildings from the right-of-way. Comfortable and accessible points of access with safety-focused improvements should be a starting point for improving the city's transportation network.
 - (b) Design and construct both public and private streets to accommodate pedestrians, bicyclists, people of all ages and abilities, transit and freight where appropriate, and vehicles. This includes:
 - (i) Using context-sensitive designs and best practices that both provide safety to all users while respecting and enhancing the City's small-town scale.
 - (ii) Implementing multi-modal project priorities.
 - (iii) Considering non-infrastructure-based improvements to ensure existing facilities support all modes, for example reducing design speeds where the transportation environment supports lower speeds.
 - (iv) Consider Complete Streets principles in the review of zoning, site plans, subdivisions plans, and other projects that include streets, or internal circulation routes.
 - (c) Provide Interconnected Networks. Complete Streets require connected travel networks. All roadways and routes need not be optimized for all modes. However, people using each mode require a network of safe, convenient travel routes and crossings throughout the city. The City must prioritize opportunities to create a complete and intuitive transportation network with clear wayfinding that provides connected facilities to serve each mode of travel. The network may include off-street hard-surface trails for biking and walking. Special consideration will be given to underserved areas where multiple transportation options are needed.
 - (d) Flexible Design. Street designs must be flexible and innovative rather than purely prescriptive to one type of user or purpose. Allow developers, engineers, planners, and other interested parties to propose innovative and create solutions, recognizing that Complete Street approaches evolve over time. Street design modifications may be approved by the Public Works Director. Designs must provide for the needs and comfort of all people and travelers, considering issues such as street design and width, desired operating speed, mode balance, street lighting, and connectivity.
 - (e) Environmental Design. The City must foster healthy, walkable, bicycle-friendly, green neighborhoods by including landscaping, street trees, and design features. These improvements enhance street design while providing added benefits of shade, summer cooling, reduced energy consumption, and improved air and water quality.

- (i) Where feasible, integrate the natural environment and habitat into street design of improvements for all modes.
- (f) Best Practice Design Standards. The following standards and guidelines must be applied to the design of Complete Streets:
 - (i) Street construction standards are adopted under SMC 14.04, Street and Utility Standards.
 - (ii) The latest and best design guidelines and practices from the following must also be used.
 - (A) American Association of State Highway Officials (AASHTO)
 - (B) Washington State Department of Transportation (WSDOT)
 - (C) Institute of Transportation Engineers (ITE)
 - (D) National Association of Transportation Officials (NACTO)
 - (E) Americans with Disabilities Act (ADA)
 - (F) Manual on Uniform Traffic Control Devices (MUTCD)

11.12.040 Deviations.

Not every street can be complete for each traveler or mode, and consideration of an exception may be requested for projects in extenuating circumstances. Requests for deviation must be evaluated and decided in a joint review by the Public Works Director and the Community Development Director (or their designees). A deviation for a specific project may be requested and granted under the following circumstances:

- (1) Where their establishment would:
 - (a) Hinder public health or safety.
 - (b) Adversely impact critical areas.
- (2) For routine maintenance of the street that does not change the roadway geometry or operations, such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, or pothole filing.
- (3) Reconstruction of a right-of-way is needed quickly due to an emergency.
- (4) When the cost would be disproportionate to the current need or probable future uses.
- (5) There is a documented absence of current or future needs, as established in City plans and future travel demand forecasts.

11.12.050 Performance Measurements.

- (1) Annual review of success. The Public Works Director must maintain a summary of transportation projects undertaken within the prior year and planned projects within the coming six-year period. Each listed project must demonstrate how it has met the objectives of this policy.
- (2) As part of the annual review, qualitative and quantitative data must be used to assess the performance of Complete Streets projects. Such performance measures to assess projects under the Complete Streets Code may include, but are not limited to the following:
 - (a) Cumulative miles of improved / new Complete Streets.
 - (b) Linear feet of new / reconstructed sidewalks.

- (c) Number of new / reconstructed curb ramps.
- (d) Miles of bicycle facilities added.
- (e) Number of ADA accommodations provided or improved.
- (f) Number of intersection improvements.
- (g) Number of new street trees installed.
- (h) Number of exemptions from this policy approved.

11.12.060 Capital Improvement Projects

- (1) This Complete Streets Policy and its long-range goals must be incorporated into the planning, scoping, budgeting, funding, design, approval and implementation process for all City facilities, roadways, and right-of-way infrastructure. The Comprehensive Plan, Transportation Plan, Capital Improvement Program, and other relevant City plans must be used for guidance.
- (2) Projects may be designed to achieve fully Complete Streets and networks over time, and in future phases of work. Phased projects must ensure that such phased improvements do not adversely affect the pedestrian realm and opportunities for multimodal travel and facilities.
- (3) Where the costs of acquiring right-of-way to provide separate accommodations for each mode of travel are cost-prohibitive, innovative, or multi-use facilities within the existing right-of-way that accommodate both pedestrians and bicyclists may be considered.
- (4) For City parks projects, park land may be used for bicycle/pedestrian trails and other elements of the transportation system that provide connectivity and support people's access to parks and recreational/outdoor activities.
- (5) City utilities projects must ensure that Complete Streets Policy implementation does not create public safety hazards or reductions in levels of utility service unacceptable to utility customers.

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**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 11a

DATE: August 8, 2024

SUBJECT: Resolution 2024-13 - Adoption of the City's Strategic Plan

CONTACT PERSON: Pat Adams, Human Resources Manager

ATTACHMENT: A – Resolution 2024-13, Adopting the City of Stanwood Strategic Plan

PURPOSE

The purpose of this agenda item is for Council review and approval of Resolution 2024-13, adopting the City of Stanwood Strategic Plan.

BACKGROUND

The 2023-2024 work plan for the City of Stanwood included the development and adoption of a Strategic Plan. While the City Council has historically adopted biennial budgeting goals, the City did not have a long-term strategic plan to serve as a guiding document for making policy and resource decisions aligned with the community's vision and priorities.

A strategic plan is an essential tool for local governments to articulate their mission, values, and key focus areas over a 5–6-year horizon. It allows cities to take a proactive, big-picture approach to planning, rather than reacting to short-term issues. Adopting a Strategic Plan provides elected leaders and the community with a framework to guide the City's activities, investments, and resource allocation.

SUMMARY

The City of Stanwood Strategic Plan was developed through an extensive public engagement process, soliciting input from residents, businesses, community organizations, and other stakeholders. This input was synthesized into seven strategic goals spanning areas such as community livability, economic vitality, infrastructure, sustainability, and organizational excellence.

For each goal, the plan outlines specific initiatives and steps to achieve the desired outcomes. The Strategic Plan is designed to be flexible, allowing the City Council to review, update, and adapt the goals and initiatives as community needs and priorities evolve over time.

As noted in Resolution 2024-13, incorporating the Strategic Plan into the City's biennial budget process will ensure that resource decisions are made in consideration of the plan's objectives. Additionally, staff will provide annual updates to the City Council on progress made toward implementing the Strategic Plan's goals and initiatives.

ANALYSIS

While the Council has historically adopted budgeting goals every two years, the City does not have a long-term Strategic Plan outlining City priorities that span several years or budget cycles. This document will help guide development of the 2025-2026 budget and future budgets, and will be reviewed annually by the City Council and staff to ensure alignment with the City's annual work plan and priorities. A Strategic Plan can provide elected leaders with the framework, or roadmap, for making policy and resource decisions consistent with the City's vision and mission statements. Because Strategic Plans typically cover a five-to-six-year period, it also provides the time necessary to implement long-term infrastructure projects and economic development strategies. The Plan contains seven goals and associated initiatives derived from the extensive public outreach. Each goal is based on a recurring theme that was important to the community while the initiatives provide strategies on how to achieve that goal.

Goal	Theme
Strengthen our Foundations for Connecting Neighbors and Enhancing Neighborhoods.	<i>Building Strong Communities</i>
Cultivate an Outstanding Quality of Life for All Residents.	<i>Quality of Life</i>
Maintain Financial Stability, Efficiency and Accountability.	<i>Financial Accountability</i>
Deliver High Quality Public Safety and Other City Services to Ensure that Stanwood is a Safe and Healthy Place to Live, Work and Play.	<i>Public Safety</i>
Set Clear Targets for Growth and Implement Measures to Ensure that Growth Occurs in a Sustainable and Controlled Manner.	<i>Managing Growth</i>
Promote Local Businesses and the City as a Great Place to Do Business.	<i>Economic Development</i>
Establish a Sustainable Model for Strengthening and Expanding our Parks, Trails, and Public Spaces.	<i>Parks and Recreation</i>

RECOMMENDATIONS

Staff Recommendation:

Staff recommends that the Council pass Resolution 2024-13, adopting the City of Stanwood Strategic Plan as presented.

Committee/Board Recommendations:

The draft Strategic Plan was thoroughly reviewed and discussed by the City's Council's standing committees, which includes the Public Works/Parks Committee, Finance/Personnel Committee, and Community Development Committee. Input was also requested and received on behalf of Public Safety from Police Chief Jason Toner. All suggested changes and additions were discussed and agreed to by the Committees and incorporated into the final plan. There was broad support for the Strategic Plan among all committees.

CITY COUNCIL OPTIONS

1. The City Council may pass Resolution 2024-13, adopting the Stanwood Strategic Plan.
2. The City Council may direct changes to Resolution 2024-13 and/or the Stanwood Strategic Plan and approve an amended version(s).
3. The City Council may not pass Resolution 2024-13 adopting the Stanwood Strategic Plan.

PROPOSED MOTION

"I MOVE TO PASS RESOLUTION 2024-13, ADOPTING THE CITY OF STANWOOD STRATEGIC PLAN."

**CITY OF STANWOOD
Stanwood, Washington**

RESOLUTION 2024-13

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON
ADOPTING THE CITY'S STRATEGIC PLAN.**

WHEREAS, the City is committed to fulfilling the community's long-term vision, goals, and strategies; and

WHEREAS, the Strategic Plan was developed through an inclusive public engagement process, soliciting input from residents, businesses, community organizations, and other stakeholders; and

WHEREAS, the Strategic Plan outlines the City's mission, vision, values, and strategic focus areas, including Community Livability/Quality of Life, Managing Growth, Public Safety, Financial Accountability, Economic Development and Vitality, and Parks and Recreation; and

WHEREAS, the City Council will review, update, and align the Strategic Plan's goals and initiatives in response to evolving community needs and emerging opportunities; and

WHEREAS, the City Council and City staff shall review the Strategic Plan annually to ensure alignment with the City's annual work plan and priorities; and

WHEREAS, the Strategic Plan shall be incorporated into the City's biennial budget development process to align resource allocation with the Plan's goals and initiatives.

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

The City hereby adopts the City of Stanwood Strategic Plan, attached to this Resolution as **Exhibit A**.

PASSED AND APPROVED by the City Council of the City of Stanwood this 8th day of August 2024.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

Remember Yesterday. Imagine Tomorrow.



STANWOOD STRATEGIC PLAN

2024 Edition



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INTRODUCTION

This Strategic Plan is a guiding document that will inform annual goal setting, budgeting, and programmatic evaluation processes. By articulating a long-term Community Vision, the Plan paints a picture of the desired future of the community. The vision, mission and core values listed herein were derived from community outreach efforts which included public surveys, open houses, and one-on-one discussions with City residents at special events. Out of this public outreach, four primary themes arose:

- The City of Stanwood is the commercial and cultural center of the greater Stanwood/Camano region;
- The City strives to be self-sufficient - providing employment, access to locally grown food, community activities, and a full range of goods and services for its residents and surrounding rural communities;
- Preserve our small-town character, which gives the community its distinctive identity; and
- Downtown Stanwood as the heart and core of the community.

Strategic goals for the five-year period from 2024 to 2029 focus the City on the actions and investments it needs to make now to continue to support the community's progress towards that vision. While the City of Stanwood is the primary actor in this Plan, success toward these goals will require the support of the entire community. Partnerships with community-based organizations will be needed to rally the energies and resources of Stanwood's community institutions and informal community groups to supplement and reinforce the efforts of the City.

The Vision contained on the following pages describes a community with a high quality of life and strong character, supported by a vital economy and quality City services. This Vision and the Goals that have been established to achieve this Vision, call for investments in the community that will sustain and build on those qualities that make Stanwood special.

Strong communities are built on resilient foundations. For Stanwood, investing in those foundations can preserve its heritage and maintain the vitality of a thriving City. This Plan calls for strategic investments in our parks, neighborhoods, facilities, and infrastructure that will both improve the quality of life for residents and make the community a more attractive place for new residents, new businesses, and visitors. This vitality and growth will broaden our tax base and ease the burden on individual taxpayers.

While many of the initiatives called for in this Plan can be accomplished under existing City resources, the more visionary elements will require residents to weigh the benefits of these actions with the increased financial resources that will likely be needed to support the improvements to City services and investments in capital projects called for in this Plan.

As an example, there is goal calling for improvements to and expansions of the City's parks, trails, and public spaces. These investments will enhance the quality of life for residents while strengthening the City's economic development opportunities and tourism draws. However, funding for these desired enhancements will need to be secured. More specific work plans with estimated costs, action plans, staffing, and other resources needed will be developed separately for each Goal.

ELECTED OFFICIALS

Sid Roberts, Mayor

Dani Gaumond, Councilmember

Marcus Metz, Councilmember

Darren Robb, Councilmember

Robert 'Chili' Hicks, Councilmember

Steve Shepro, Councilmember

Andreena Bergman, Councilmember

Tim Schmitt, Councilmember



Back Row: Steve Shepro, Chili Hicks, Sid Roberts, Tim Schmitt, Andreena Bergman

Front Row: Dani Gaumond, Marcus Metz, Darren Robb

CITY MANAGEMENT

Shawn Smith, City Administrator

David A. Hammond, Finance Director

Patricia Love, Community Development Director

Kevin Hushagen, Public Works Director

Jason Toner, Police Chief

John Cermak, Fire Chief

MISSION, VISION AND VALUES

Our Mission

The Mission of the City of Stanwood is to create and maintain a community where people can live, work and play in an environment that is safe, vibrant and aesthetically pleasing. Stanwood is inclusive of everyone; includes the community in its decision-making processes; enables a thriving local economy; provides transparent government; and is responsive to the needs of the community.



Our Vision

Promote historic downtown Stanwood as the commercial and cultural heart of the Greater Stanwood/Camano region while strategically planning for future growth and economic development opportunities of the entire City.



Our Values



The following core values represent the desires of the community and provides a common basis for developing and implementing the City's Strategic Plan:

Sense of Community: Retain the City's strong sense of community by fostering a family friendly culture that protects the areas natural beauty, celebrates its rural roots, promotes local businesses, encourages community events, and provides spaces for people to work and play.

Livability: Continue to make Stanwood a desirable place to live by investing in the historic downtown, new uptown commercial areas and residential neighborhoods to create an aesthetically pleasing community.

Mobility: Stanwood should provide for all forms of multi-modal transportation, including trails, sidewalks, bike lanes, transit and private vehicles.



Growth: Apply adaptive in-fill growth management strategies to meet population and employment targets by providing a range of housing types and business opportunities that fosters a healthy community while conserving our adjacent rural lands.

Economic Development: Focus on retaining the City's role as the center of the Greater Stanwood area by pursuing new endeavors that support the downtown and leverage Stanwood's location as an urban center surrounded by world-class agricultural land.

Environment: Protect the environment while promoting access and tourism to local natural features.

Parks: Develop a park system that provides public spaces for all age ranges that brings people together to create a more vibrant, healthy and equitable community.

Public Safety: Deliver high quality public safety and other City services to ensure that Stanwood is a safe and healthy place to live, work and play.

GOALS AND INITIATIVES





GOAL 1

Strengthen our Foundations for Connecting Neighbors and Enhancing Neighborhoods.

This goal focuses on strengthening the physical connections between Stanwood neighborhoods and the social fabric that connects neighbors and the community as a whole; retaining a strong sense of community and fostering a family-friendly culture.

Initiatives

- Strengthen partnership with schools, non-governmental organizations, volunteers, public agencies and the business community to implement the goals and policies contained in the Comprehensive Plan.
- Work with partners to bring a strong regional approach to transportation and transit issues.
- Work with regional stakeholders to enhance rail service and related regional trail connections to Stanwood.
- Continue to partner with WSDOT to improve SR 532 intersections.
- Increase multi-modal mobility connections throughout the community through the use of complete streets guidelines.
- Prioritize connecting neighborhoods to schools, parks and shopping by improving and building new and infill sidewalks, trails and multi-purpose paths.



GOAL 2

Cultivate an Outstanding Quality of Life for all Residents.

Continue to make Stanwood a desirable place to live by investing in the historic downtown, new uptown commercial areas and residential neighborhoods to create a safe, healthy, vibrant and esthetically pleasing community.

Initiatives

- Implementation of the Capital Improvement Program (CIP).
- Invest in Twin City Mile Project.
- Implement the City's Beautification Action Plan, improving the City's attractiveness as a regional destination.
- Adopt plans and ordinances that provide for Mixed-Use developments to encourage businesses and residents to key areas.
- Reduce our environmental impact through sustainable practices and responsible resource management.
- Collaborate with local businesses and non-profits to enhance the appearance of downtown historic Stanwood by sponsoring regular clean-up events or incentives.
- Create public spaces and community events that celebrate Stanwood's agricultural heritage (i.e., farmers markets, harvest festivals, etc.)



GOAL 3

Maintain Financial Stability, Efficiency and Accountability.

Be responsive to the needs of the community while safeguarding the financial stability and economic success of the City.

Initiatives

- Evaluate, develop, and maintain finance policies and procedures to provide clear guidance and ensure compliance.
- Ensure taxpayer dollars are spent efficiently, effectively, and in alignment with community priorities.
- Simplify manual processes to drive efficiency and effectiveness, and prepare for transition to automation and digitization.
- Support continual learning through staff development plans, training and certification opportunities.
- Identify and leverage benefits of different work modes to implement a flexible work structure that is fair, equitable, agile and effective.
- Develop dynamic and forward-looking financial information to proactively support capital and operational planning.
- Define a reporting strategy to ensure timely review of information and identification of issues requiring action.



GOAL 4

Deliver High Quality Public Safety and Other City Services to Ensure that Stanwood is a Safe and Healthy Place to Live, Work and Play.

Continue to serve and partner with the community to preserve public safety and promote a safe and secure environment for all who live, work and visit the City of Stanwood.

Initiatives

- Encourage and fund public engagement opportunities such as National Night Out, Touch a Truck, Coffee with a Cop, Townhall Talks with the Mayor, or other similar programs to create positive community interactions with the Police Department and City Hall.
- Pursue development of Neighborhood Watch and Volunteer Citizen's Patrol.
- Create local partnerships to help address the needs of those dealing with homelessness, addiction, mental illness, abuse, poverty and veteran issues.
- Apply Crime Prevention through Environmental Design (CPTED) principles when designing parks and other City improvements.
- Access local trends and strategies to improve the City's community policing program to enhance community relationships through de-escalation/crisis training and adopting crime prevention programs that build a stronger and safer City.
- Implement code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety.



GOAL 5

Set Clear Targets for Growth, and Implement Measures to Ensure that Growth Occurs in a Sustainable and Controlled Manner.

Balance the need for growth with the need to maintain stability and sustainability.

Initiatives

- Adopt zoning regulations that allow a variety of housing types in residential zones.
- Encourage the use of sustainable and energy efficient building materials as part of the City's land use development code.
- Apply growth management strategies to meet population and employment targets.
- Preserve our small-town character, which gives the community its distinctive identity
- Ensure public services, utilities, and infrastructure are available to accommodate growth, protect public health and safety, and enhance the quality of life for current and future residents.
- Adopt design guidelines for new development consistent with northwest architectural themes such as pitched roofs and use of natural wood and stone materials.



GOAL 6

Promote Local Businesses and the City as a Great Place to do Business.

Small businesses drive the Stanwood economy, creating jobs, services, and a tax base to support City services. The City's economic development efforts will create jobs by supporting existing and new companies within our community. The focus will be on local businesses and creating a climate where they can thrive.

Initiatives

- Collaborate with partners, such as the School District, YMCA or the Community Resource Center, to strengthen the skills and employment opportunities of Stanwood residents.
- Update the City's Economic Development Plan to evaluate the City's current business climate, incorporate new strategies to promote economic growth, create new job opportunities, and to enhance the attractiveness of the City to potential new businesses.
- Promote Stanwood's offerings to regional visitors.
- Work with community and business partners to expand arts and cultural offerings.
- Focus economic development efforts on recruiting and retaining businesses to build a strong and sustainable local economy.
- Seek grants, or other sources of funding, to implement the City's Economic Development Plans.



GOAL 7

Establish a Sustainable Model for Strengthening and Expanding our Parks, Trails and Public Spaces.

Improvements to our existing parks system are envisioned to increase the number, quality and diversity of the community's parks, trails and public spaces, with additional programming to activate these spaces. These important investments in the Stanwood community will require new resources to fund these improvements.

Initiatives

- Complete the downtown loop trail system, commonly known as the Stanwood Port Susan Trail.
- Fund the build out of Church Creek and Heritage Park Master Plans.
- Evaluate opportunities to locate a neighborhood park in the uptown area.
- Create inclusive and vibrant public gathering and recreational spaces for people of all ages and abilities.
- Work with partners to increase educational, recreational, and cultural opportunities.
- Establish a sustainable funding model to maintain and expand the City's existing park system.
- Assess the feasibility of establishing a Recreation Program as part of the new funding model.
- Strengthen Tribal and City cultural ties by adding historic Stillaguamish Tribal names or descriptions on park signs and the City's website.

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: August 8, 2024

SUBJECT: Authorize the Mayor to Sign a Contract with Konnerup Construction for the 103rd Dr NW Improvements Project

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Bid Tab

PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign a contract with Konnerup Construction for the 103rd Dr NW Improvements project.

BACKGROUND

The City identified 103rd Dr NW Improvements in the CIP in both the Streets and Water Capital projects. The current water main is a mix of PVC and steel of various sizes that consistently fails and leaks. We received a total of five bids, with the low being Konnerup Construction at \$560,160. The engineer's estimate was \$762,556, the average bid was \$644,060.

ANALYSIS

The CIP includes \$320,000 in street funds and \$400,000 in water funds for construction and design in 2024.

Fiscal Impact			
Fund(s):	Fund 422 \$320,000 and Fund 103 \$400,000		
Amount:	\$560,160	Project Estimate:	\$762,556
Budget Authorized	[x] Yes [] No	Amendment Required	[] Yes [x] No [] Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends awarding the contract to Konnerup Construction for \$560,160.

Committee/Board Recommendation:

The Public Works Committee has not reviewed this proposal prior to the August 8, 2024 City Council Meeting.

CITY COUNCIL OPTIONS

1. Approve the Mayor to sign a contract with Konnerup for the 103rd Dr NW improvements for \$560,160.
2. Send back to Public Works Committee for additional discussion.
3. Reject all bids and delay the project.

PROPOSED MOTION

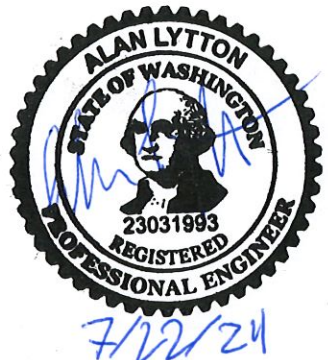
“I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH KONNERUP CONSTRUCTION FOR THE 103RD DR NW IMPROVMENTS PROJECT NOT TO EXCEED \$560,160”.



BID TABULATION
103rd Water Improvements
Bid Opening: FRIDAY JULY 19, 2024 @ 2PM

Item No.	Spec Section	ITEM DESCRIPTION	Qty	UNITS	Engineer's Estimate		Konnerup		Excavation West		Rawland Construction LLC		SRV Construction INC		Tayex	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A																
A-1	1-04.4 SP	Minor Changes	1	EST	\$20,000.00	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
A-2	1-7.15 SP	SPCC Plan	1	LS	\$500.00	\$500.00	\$ 1,000.00	\$ 1,000.00	\$ 425.00	\$ 425.00	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00
A-3	1-09.7 SP	Mobilization	1	LS	\$35000.00	\$35,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,275.00	\$ 35,275.00	\$ 35,000.00	\$ 35,000.00	\$ 85,750.00	\$ 85,750.00	\$ 33,000.00	\$ 33,000.00
A-4	1-10.5 SP	Project Temporary Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 4,055.00	\$ 4,055.00	\$ 5,000.00	\$ 5,000.00	\$ 42,750.00	\$ 42,750.00	\$ 30,000.00	\$ 30,000.00
A-5	2-01.5 SP	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,435.00	\$ 2,435.00	\$ 10,000.00	\$ 10,000.00	\$ 4,800.00	\$ 4,800.00	\$ 10,000.00	\$ 10,000.00
A-6	2-03.5 SP	Roadway Ex. Incl. Haul	400	CY	\$60.00	\$24,000.00	\$ 50.00	\$ 20,000.00	\$ 48.05	\$ 19,220.00	\$ 50.00	\$ 20,000.00	\$ 55.00	\$ 22,000.00	\$ 35.00	\$ 14,000.00
A-7	2-02.5 SP	Remove Cement Conc. Sidewalk	65	SY	\$40.00	\$2,600.00	\$ 50.00	\$ 3,250.00	\$ 13.30	\$ 864.50	\$ 40.00	\$ 2,600.00	\$ 15.00	\$ 975.00	\$ 25.00	\$ 1,625.00
A-8	2-02.5 SP	Remove Cement Conc. Traffic Curb and Gutter	65	LF	\$50.00	\$3,250.00	\$ 50.00	\$ 3,250.00	\$ 12.80	\$ 832.00	\$ 40.00	\$ 2,600.00	\$ 18.00	\$ 1,170.00	\$ 25.00	\$ 1,625.00
A-9	2-12.5 SP	Triaxial Geogrid Reinforcement	750	SY	\$15.00	\$11,250.00	\$ 10.00	\$ 7,500.00	\$ 12.70	\$ 9,525.00	\$ 13.00	\$ 9,750.00	\$ 14.50	\$ 10,875.00	\$ 11.00	\$ 8,250.00
A-10	2-12.5 SP	Geotextile Fabric	750	SY	\$8.00	\$6,000.00	\$ 10.00	\$ 7,500.00	\$ 8.80	\$ 6,600.00	\$ 7.00	\$ 5,250.00	\$ 8.00	\$ 6,000.00	\$ 6.00	\$ 4,500.00
A-11	2-12.5 SP	Asphalt Interlayer Reinforcement	1,400	SY	\$40.00	\$56,000.00	\$ 15.00	\$ 21,000.00	\$ 23.90	\$ 33,460.00	\$ 10.00	\$ 14,000.00	\$ 23.00	\$ 32,200.00	\$ 21.00	\$ 29,400.00
A-12	4-04.5 SP	Crushed Surfacing Base Course	200	TN	\$50.00	\$10,000.00	\$ 50.00	\$ 10,000.00	\$ 59.63	\$ 11,926.00	\$ 50.00	\$ 10,000.00	\$ 67.00	\$ 13,400.00	\$ 50.00	\$ 10,000.00
A-13	4-04.5 SP	Crushed Surfacing Top Course	35	TN	\$75.00	\$2,625.00	\$ 52.00	\$ 1,820.00	\$ 113.00	\$ 3,955.00	\$ 50.00	\$ 1,750.00	\$ 49.00	\$ 1,715.00	\$ 100.00	\$ 3,500.00
A-14	4-04.5 SP	Permeable Ballast	500	TN	\$40.00	\$20,000.00	\$ 54.00	\$ 27,000.00	\$ 43.05	\$ 21,525.00	\$ 50.00	\$ 25,000.00	\$ 64.00	\$ 32,000.00	\$ 55.00	\$ 27,500.00
A-15	5-04.5 SP	HMA Cl. 1/2" PG 58H-22 (Leveling Coarse)	75	TN	\$180.00	\$13,500.00	\$ 220.00	\$ 16,500.00	\$ 173.70	\$ 13,027.50	\$ 220.00	\$ 16,500.00	\$ 195.00	\$ 14,625.00	\$ 184.00	\$ 13,800.00
A-16	5-04.5 SP	HMA Cl. 1/2" PG 58H-22 (Wearing Coarse)	150	TN	\$175.00	\$26,250.00	\$ 220.00	\$ 33,000.00	\$ 170.45	\$ 25,567.50	\$ 220.00	\$ 33,000.00	\$ 195.00	\$ 29,250.00	\$ 184.00	\$ 27,600.00
A-17	5-04.5 SP	HMA Cl. 1/2" PG 58H-22	180	TN	\$175.00	\$31,500.00	\$ 220.00	\$ 39,600.00	\$ 170.45	\$ 30,681.00	\$ 220.00	\$ 39,600.00	\$ 195.00	\$ 35,100.00	\$ 184.00	\$ 33,120.00
A-18	5-04.5 SP	Planing Bituminous Pavement	1,600	SY	\$8.00	\$12,800.00	\$ 8.00	\$ 12,800.00	\$ 6.50	\$ 10,400.00	\$ 8.50	\$ 13,600.00	\$ 8.00	\$ 12,800.00	\$ 9.00	\$ 14,400.00
A-19	7-05.5 SP	Adjust Catch Basin to Grade	7	EA	\$500.00	\$3,500.00	\$ 500.00	\$ 3,500.00	\$ 412.00	\$ 2,884.00	\$ 1,000.00	\$ 7,000.00	\$ 1,050.00	\$ 7,350.00	\$ 800.00	\$ 5,600.00
A-20	8-01.5 SP	Temporary Erosion and Sediment Control	1	LS	\$5,000.00	\$5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 5,000.00	\$ 5,000.00
A-21	8-01.5 SP	SWPPP Preparation and Maintenance	1	LS	\$2,000.00	\$2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 600.00	\$ 600.00	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
A-22	8-02.5 SP	Property Restoration	1	LS	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,955.00	\$ 2,955.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00
A-23	8-04.5 SP	Cement Conc. Traffic Curb and Gutter	65	LF	\$75.00	\$4,875.00	\$ 100.00	\$ 6,500.00	\$ 105.80	\$ 6,877.00	\$ 50.00	\$ 3,250.00	\$ 116.00	\$ 7,540.00	\$ 100.00	\$ 6,500.00
A-24	8-04.5 SP	Cement Conc. Pedestrian Curb	90	LF	\$50.00	\$4,500.00	\$ 95.00	\$ 8,550.00	\$ 94.76	\$ 8,528.40	\$ 50.00	\$ 4,500.00	\$ 110.00	\$ 9,900.00	\$ 87.00	\$ 7,830.00
A-25	8-14.5 SP	Cement Conc. Sidewalk	60	SY	\$175.00	\$10,500.00	\$ 170.00	\$ 10,200.00	\$ 198.30	\$ 11,898.00	\$ 75.00	\$ 4,500.00	\$ 208.00	\$ 12,480.00	\$ 175.00	\$ 10,500.00
A-26	8-14.5 SP	Detectable Warning Surface	60	SF	\$55.00	\$3,300.00	\$ 65.00	\$ 3,900.00	\$ 47.25	\$ 2,835.00	\$ 30.00	\$ 1,800.00	\$ 55.00	\$ 3,300.00	\$ 52.00	\$ 3,120.00
A-27	8-22.5 SP	Plastic Stop Line	30	LF	\$30.00	\$900.00	\$ 30.00	\$ 900.00	\$ 41.62	\$ 1,248.60	\$ 30.00	\$ 900.00	\$ 37.00	\$ 1,110.00	\$ 30.00	\$ 900.00
SCHEDULE B																
B-1	1-04.4 SP	Minor Changes	1	EST	\$15,000.00	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
B-2	1-05.4 SP	Roadway Surveying	1	LS	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,247.00	\$ 10,247.00	\$ 12,000.00	\$ 12,000.00	\$ 4,400.00	\$ 4,400.00	\$ 3,500.00	\$ 3,500.00
B-3	1-05.18 SP	Record Drawings (Minimum Bid \$500)	1	LS	\$500.00	\$500.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
B-4	1-09.7 SP	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,275.00	\$ 35,275.00	\$ 35,000.00	\$ 35,000.00	\$ 9,500.00	\$ 9,500.00	\$ 32,000.00	\$ 32,000.00
B-5	1-10.5 SP	Project Temporary Traffic Control	1	LS	\$35,000.00	\$35,000.00	\$ 12,000.00	\$ 12,000.00	\$ 1,750.00	\$ 1,750.00	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00	\$ 24,000.00	\$ 24,000.00
B-6	2-12.5 SP	Triaxial Geogrid Reinforcement	265	SY	\$15.00	\$3,975.00	\$ 10.00	\$ 2,650.00	\$ 16.30	\$ 4,319.50	\$ 13.00	\$ 3,445.00	\$ 17.00	\$ 4,505.00	\$ 25.00	\$ 6,625.00
B-7	2-12.5 SP	Geotextile Fabric	530	SY	\$8.00	\$4,240.00	\$ 10.00	\$ 5,300.00	\$ 10.12	\$ 5,363.60	\$ 7.00	\$ 3,710.00	\$ 5.75	\$ 3,047.50	\$ 12.00	\$ 6,360.00
B-8	4-04.5 SP	Crushed Surfacing Top Course	10	TN	\$50.00	\$500.00	\$ 50.00	\$ 500.00	\$ 173.44	\$ 1,734.40	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 100.00	\$ 1,000.00
B-9	4-04.5 SP	Crushed Surfacing Base Course	215	TN	\$50.00	\$10,750.00	\$ 50.00	\$ 10,750.00	\$ 47.00	\$ 10,105.00	\$ 50.00	\$ 10,750.00	\$ 69.00	\$ 14,835.00	\$ 50.00	\$ 10,750.00
B-10	7-08.5 SP	Lightweight Backfill	260	CY	\$50.00	\$13,000.00	\$ 80.00	\$ 20,800.00	\$ 51.70	\$ 13,442.00	\$ 55.00	\$ 14,300.00	\$ 70.00	\$ 18,200.00	\$ 50.00	\$ 13,000.00
B-11	7-08.5 SP	Removal of Unsuitable Material (As Necessary)	60	CY	\$65.00	\$3,900.00	\$ 50.00	\$ 3,000.00	\$ 142.60	\$ 8,556.00	\$ 50.00	\$ 3,000.00	\$ 105.00	\$ 6,300.00	\$ 40.00	\$ 2,400.00
B-12	7-09.5 SP	D.I. Pipe for Water Main 8-Inch Diam. Class 52 (As Necessary)	60	LF	\$250.00	\$15,000.00	\$ 100.00	\$ 6,000.00	\$ 150.00	\$ 9,000.00	\$ 100.00	\$ 6,000.00	\$ 126.50	\$ 7,590.00	\$ 200.00	\$ 12,000.00
B-13	7-09.5 SP	C900 PVC Pipe for Water Main 8 In. Diam., Incl. Fittings	800	LF	\$160.00	\$128,000.00	\$ 60.00	\$ 48,000.00	\$ 104.19	\$ 83,352.00	\$ 100.00	\$ 80,000.00	\$ 69.00	\$ 55,200.00	\$ 100.00	\$ 80,000.00
B-14	7-09.5 SP	Potholing at Connections & Utility Crossings	1	LS	\$5,000.00	\$5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,194.00	\$ 10,194.00	\$ 12,000.00	\$ 12,000.00	\$ 5,600.00	\$ 5,600.00	\$ 5,000.00	\$ 5,000.00
B-15	7-09.5 SP	Connection A to Existing Water System (Live Tap)	1	EA	\$7,500.00	\$7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 12,638.00	\$ 12,638.00	\$ 12,000.00	\$ 12,000.00	\$ 10,700.00	\$ 10,700.00	\$ 10,000.00	\$ 10,000.00
B-16	7-09.5 SP	Connection B to Existing Water System	1	EA	\$2,500.00	\$2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,125.00	\$ 5,125.00	\$ 12,000.00	\$ 12,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
B-17	7-09.5 SP	Sampling Station	1	EA	\$3,500.00	\$3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,915.00	\$ 5,915.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
B-18	7-12.5 SP	8-Inch Gate Valve Assembly	1	EA	\$2,500.00	\$2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,650.00	\$ 3,650.00	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 5,000.00	\$ 5,000.00
B-19	7-14.5 SP	Fire Hydrant Assembly	1	EA	\$8,000.00	\$8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,800.00	\$ 8,800.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
B-20	7-15.5 SP	Replace Existing Water Service - Short Side	8	EA	\$2,500.00	\$20,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,633.00	\$ 13,064.00	\$ 2,250.00	\$ 18,000.00	\$ 2,345.00	\$ 18,760.00	\$ 2,250.00	\$ 18,000.00
B-21	7-15.5 SP	Replace Existing Water Service - Long Side	10	EA	\$3,000.00	\$30,000.00	\$ 2,500.00	\$ 25,000.00	\$ 2,018.00	\$ 20,180.00	\$ 2,250.00	\$ 22,500.00	\$ 2,500.00	\$ 25,000.00	\$ 2,750.00	\$ 27,500.00
B-22	7-15.5 SP	Intercept Existing Service	2	EA	\$2,000.00	\$4,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,192.00	\$ 2,384.00	\$ 2,250.00	\$ 4,500.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00
B-23	7-15.5 SP	Customer Side Reconnection Over 10 Feet	50	LF	\$30.00	\$1,500.00	\$ 50.00	\$ 2,500.00	\$ 14.75	\$ 737.50	\$ 50.00	\$ 2,500.00	\$ 46.00	\$ 2,300.00	\$ 10.00	\$ 500.00
B-24	8-01.5 SP	Temporary Erosion and Sediment Control	1	LS	\$5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,010.00	\$ 3,010.00	\$ 10,000.00	\$ 10,000.00	\$ 1,700.00	\$ 1,700.00	\$ 10,000.00	\$ 10,000.00
B-25	8-02.5 SP	Property Restoration	1	LS	\$15,000.00	\$15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,910.00	\$ 2,910.00	\$ 20,000.00	\$ 20,000.00	\$ 2,100.00	\$ 2,100.00	\$ 10,000.00	\$ 10,000.00
B-26	8-02.5 SP	Topsoil Type A	35	CY	\$80.00	\$2,800.00	\$ 100.00	\$ 3,500.00	\$ 55.95	\$ 1,						

SCHEDULE A TOTAL	\$ 344,850.00	\$ 308,770.00	\$ 294,099.50	\$ 320,600.00	\$ 424,840.00	\$ 333,770.00
SCHEDULE B SUBTOTAL	\$ 382,165.00	\$ 230,000.00	\$ 289,210.25	\$ 329,330.00	\$ 235,067.50	\$ 323,735.00
SCHEDULE B TAX (9.3%)	\$ 35,541.35	\$ 21,390.00	\$ 26,896.55	\$ 30,627.69	\$ 21,861.28	\$ 30,107.36
SCHEDULE B TOTAL	\$ 417,706.35	\$ 251,390.00	\$ 316,106.80	\$ 359,957.69	\$ 256,928.78	\$ 353,842.36
SCHEDULE A AND B TOTAL	\$ 762,556.35	\$ 560,160.00	\$ 610,206.30	\$ 680,557.69	\$ 681,768.78	\$ 687,612.36



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