

1. Agenda

Documents:

[3-14-2019 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[5A EDB MINUTES 2-21-19.PDF](#)
[5B AUDIT RESOLUTION.PDF](#)
[6A FC MINUTES.PDF](#)
[7A VOUCHERS.PDF](#)
[7B 2-28 MINUTES.PDF](#)
[7C ECON DEV APPOINTMENTS.PDF](#)
[7D SCPDA CONTRACT.PDF](#)
[7E VFD INSTALLATION.PDF](#)
[7F PETERSEN BROS GUARDRAIL.PDF](#)
[7G JOSEPHINE PROPERTY ACQUISITION.PDF](#)
[8AI ORD 1472.PDF](#)
[8AI REVISED ORDINANCE 1472.PDF](#)
[8AI.PDF](#)
[8BI RES 2019-04.PDF](#)
[9A RES 2019-03 SAFETY PLAN.PDF](#)
[9B RH2 AMENDMENT.PDF](#)
[9C STILL OUTDOOR BILLBOARD.PDF](#)
[9D PORT OF SEATTLE GRANT.PDF](#)



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, March 14, 2019 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
- 5. STAFF REPORTS**
 - a. Economic Development Board Meeting Minutes – February 21, 2019
 - b. State Audit Issue Resolution
- 6. COMMITTEE REPORTS**
 - a. Finance
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve February 28, 2019 Joint City Council/Planning Commission Meeting Minutes
 - c. Approve the Mayor's Appointment and Re-appointment of Economic Development Board Members
 - d. Authorize the Mayor to sign a Contract Extension with SCPDA for Public Defense Services
 - e. Final Acceptance of VFD Installation
 - f. Final Acceptance of Pioneer Highway Guardrail Replacement
 - g. Josephine Property Purchase and Sale Agreement
- 8. PUBLIC HEARING**
 - a. To Hear Public Testimony Regarding:
 - i. Ordinance 1472 Transfer of Private Drainage Systems Code Amendment, First Reading
 - b. To Hear Public Testimony Regarding:
 - i. Resolution 2019-04 Surplus of City Property
- 9. NEW BUSINESS**
 - a. Adopt Resolution 2019-03 Safety & Accident Prevention Plan
 - b. Authorize the Mayor to sign Amendment No. 1 to RH2 Task Order
 - c. Authorize the Mayor to sign an agreement with Stillaguamish Outdoor Media for I-5 Billboard Advertising
 - d. Accept Port of Seattle 2019 Tourism Marketing Grant
- 10. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 11. CITIZEN CLOSING COMMENTS**
- 12. ADJOURN**

Upcoming Meetings:

March 28, 2019 Regular Meeting
April 11, 2019 Regular Meeting



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5a

DATE: March 14, 2019

SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – February 21, 2019 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 21, 2019 Economic Development Board meeting are attached to this staff report for approval as presented.

ECONOMIC DEVELOPMENT BOARD

February 21, 2019 Meeting

Attendance:

Board Members	Staff	General Public
Les Anderson David Pelletier John Hanstad	Jennifer Ferguson, CA Patricia Love, CDD Dianne White (Council Rep) Krista Hintz, Admin Assistant	Kathy Boyd Jessica McCready George Llewellyn

Absent:

Randy Heagle
Michael Gianunzio
John Russell
Jose Amado

Rules of Procedure notebooks were passed out to members.

Review Minutes of December Meeting

Meeting minutes were approved as presented.

Discover Stanwood Camano 2018 Year End Report Presentation by Jessica McCready

Jessica McCready presented the 2018 Year End Report

The presentation highlighted these 7 topics:

- Rebranding of Discover Stanwood Camano
- Discover Stanwood Camano website: The website has 1,364 events posted from the local community. Successfully captured the local market with a boom in traffic around larger events like Snow Goose and Glass Quest.
- Awarded \$7,500 Grant from Port of Seattle: This will be used for website additions and enhancements to bring in out of state visitors-Targeting California and Texas. The website will also implement Banner Ads for businesses and "Offers" like Groupon.
- Social Media: Facebook is the main platform used in this area. Twitter and Instagram are growing.
- DSC Magazine: Certified Distribution Chehalis to Bellingham, 13,500 copies.
- SeaTac Billboard: We will be advertising DSC again in 2019. The same crabbing photo will be used and will match the cover of the Spring/Summer edition of the magazine.
- Events: Elaine is working on Touch-A-Truck and we have a meeting scheduled with the City next week to discuss Summer Concerts and Movies in the Park.

Presentation of Stanwood Community Development Department-Year-in-Review, Patricia Love

Community Development Director Patricia Love presented the 2018 Year in Review for the CDD.

The presentation highlighted these 6 areas:

- Land Use Entitlement Permits
- Types of permits coming through
- Revenue
- Other responsibilities of the Community Development Department
- Impact Fees
- Business Licenses

Committee member John Hanstad asked about comparisons to area municipalities in regards to permit fees. Staff has begun tracking their time in iWorqs, with that, Patricia Love will use a format to figure a more accurate cost and then do a comparison to area cities.

Dianne White discussed the need for business and jobs to keep residents in town.

City Administrator Jennifer Ferguson presented the 2019-2020 Work Plan

Council adopted the biennial budget for 2019-2020 and the plan has a new results based format. The city has many capital projects, policy review, and programs to initiate or improve. The work plan will be available on the City website.

Discussion-Future EDB Agenda items

Jennifer Ferguson, City Administrator presented a list of 2019 agenda topics for the Economic Development Board. The agendas include-

- Business Retention Program
- Main Street Program
- Wayfinding's Gateway program overview
- Business Fair planning

Next Meeting

The next meeting is scheduled for Thursday, March 21, 2019 at 9:00 am at City Hall. Agenda topics include:

- Business Retention Program
- Discuss Business Survey Questions
- I-5 Billboard Program overview



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5b
DATE: March 14, 2019
SUBJECT: State Audit Issue Resolution
CONTACT PERSON: David A. Hammond, Finance Director/City Clerk
ATTACHMENTS: A—Exit Items—City of Stanwood Audit

ISSUE

The issue in front of the Council is a staff briefing regarding resolution of audit recommendations of the 2016-17 city audit (Attachment A).

SUMMARY STATEMENT

The 2016-17 accountability audit of the city noted several opportunities for improvement, and provided suggestions to address them. The Finance Department has addressed each of the recommendations.

FINANCIAL IMPACT

None.

DISCUSSION

The city underwent two audits that were reported in 2017:

- City of Stanwood 2017 financial statement audit (no issues reported or recommendations made)
- City of Stanwood 2016 and 2017 accountability audits

The city's financial audit is conducted annually. Because the State Auditor's Office considers the city to be a low risk entity, the accountability audit is conducted every two years.

The audit issues and corrective actions have been summarized below. This corrective action report was reviewed and accepted by the finance committee at their regular meeting on February 28, 2019.

City of Stanwood Audit Issues		
	Issue Summary	Corrective Action
1	Retroactive payments The City paid an employee \$768 in a lump sum for an unallowed retroactive salary increase due to the results of a salary study. Washington State Constitution Article II Section 25 prohibits granting extra compensation to public employees after the services for which the extra compensation is paid have been rendered. Additionally, the City does not execute performance reviews in a timely manner resulting in retroactive application of City approved salary increases.	The auditors noted this was an isolated occurrence. The city is now aware of this issue and will not process retroactively in future. With regard to annual performance reviews, the management team is committed to improving the timeliness of reviews.
2	Community Development Dept. Fees The City's process for charging building and land use fees is not adequate to ensure accurate calculation of fees. Of the 20 customer charges reviewed, our testing identified three minor calculation errors. We recommend the City implement procedures to ensure Community Development department charges are calculated in accordance with approved rates. Procedures may include additional review of fee calculations.	This recommendation was corrected immediately upon notification by the auditors. Finance and Community Development Department staff worked together to update systems with correct account codes. Further, the Community Development Department immediately began a process to review fee calculations. In addition, the 2019 work plan includes three items that will improve accuracy of fee calculations: • an update to building and land use fee structure • Potentially implementing an online permitting system (MyBuildingPermit.com) • Reconciliation of BIAS Accounting System with Iworq permitting system.
3	IT Security Recommendations The audit team provided several suggestions to strengthen control over information technology assets. These recommendations are confidential due to the possibility the information could be used improperly.	The recommendations generally involve creating a written policy on access controls and strengthening these controls, including limiting access in certain cases, removing inactive users and strengthening password requirements. The Finance Dept. will work with our software vendors to implement.



Exit Recommendations
City of Stanwood
January 1, 2016 through December 31, 2017

We are providing the following exit recommendations for management's consideration. They are not referenced in the audit report. We may review the status of the following exit items in our next audit.

Accountability:

Retroactive payments

The City paid an employee \$768 in a lump sum for an unallowed retroactive salary increase due to the results of a salary study. Washington State Constitution Article II Section 25 prohibits granting extra compensation to public employees after the services for which the extra compensation is paid have been rendered. Additionally, the City does not execute performance reviews in a timely manner resulting in retroactive application of City approved salary increases.

We recommend the City comply with the state constitution to not provide retroactive pay. We also recommend the City execute performance reviews timely to ensure pay changes are also implemented timely.

Community Development department fees

The City's process for charging building and land use fees is not adequate to ensure accurate calculation of fees. Of the 20 customer charges reviewed, our testing identified three minor calculation errors.

We recommend the City implement procedures to ensure Community Development department charges are calculated in accordance with approved rates. Procedures may include additional review of fee calculations.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a
DATE: March 14, 2019
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director/City Clerk
ATTACHMENTS: A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the February 28, 2019 Finance/Personnel Meeting are attached.

FINANCE/PERSONNEL COMMITTEE

February 28, 2019

Finance Committee Report (February 28, 2019 meeting summary)

In attendance:

David A. Hammond, Finance Director
Councilmember Dianne White
Councilmember Larry Sather
Councilmember Kelly McGill

Citizen Tim Schmitt

1. Safety and Accident Prevention Plan
Committee discussed and recommended Council approval.
2. Surplus Vehicles
Committee discussed and recommended Council approval.
3. Audit Issues Resolution
Committee discussed and recommended Council approval.
4. Public Defender Contract Extension
Committee discussed and recommended Council approval.
5. Revised Consolidated Schedule of Fees and Charges
Committee discussed and recommended Council approval. Councilmembers also requested the schedule be placed prominently on city website.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a

DATE: March 14, 2019

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 30919 through 30947 and electronic funds transfers from Washington Federal Bank in the amount of \$677,858.70.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 30919 THROUGH 30947 AND ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK IN THE AMOUNT OF \$677,858.70.

CHECK REGISTER

City Of Stanwood

Time: 09:19:31 Date: 03/06/2019

MCAG #: 0695

02/23/2019 To: 03/06/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1127	02/28/2019	Claims	3	EFT	Weed, Graafstra & Associates TRUST	162,000.00	Viking ROW For Foursquare (escrow)
1128	02/28/2019	Claims	3	EFT	Weed, Graafstra & Associates TRUST	449,000.00	Viking ROW Viking Village \$292,000; Hardware Store \$157,000
1236	03/06/2019	Claims	3	EFT	WA St Dept of Revenue **	11,864.07	B&O Excise Tax - January 2019
1237	03/06/2019	Claims	3	30919	Aramark Uniform Services Inc	503.93	937963000
1238	03/06/2019	Claims	3	30920	Reina Barber	83.00	City Of Stanwood
1239	03/06/2019	Claims	3	30921	Bonner Electrical Contracting LLC	1,897.01	City Of Stanwood
1240	03/06/2019	Claims	3	30922	Gaylynn Brien	60.00	City Of Stanwood
1241	03/06/2019	Claims	3	30923	Cascade Septic, LLC	110.00	City Of Stanwood
1242	03/06/2019	Claims	3	30924	Dave Smith Repair	437.82	City Of Stanwood
1243	03/06/2019	Claims	3	30925	Drivers License Guide Co	29.95	160420
1244	03/06/2019	Claims	3	30926	Evergreen Rural Water of Wa	600.00	City Of Stanwood - Justesen & Avila
1245	03/06/2019	Claims	3	30927	Frontier *	1,201.75	206-188-0411-053105-5
1246	03/06/2019	Claims	3	30928	David Hammond	83.00	City Of Stanwood
1247	03/06/2019	Claims	3	30929	Lake Industries LLC	1,757.01	City Of Stanwood
1248	03/06/2019	Claims	3	30930	Office Depot	687.45	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
1249	03/06/2019	Claims	3	30931	Shred-it US JV LLC	41.91	14668765
1250	03/06/2019	Claims	3	30932	Snoecker Inc Simple Security Solutions	143.97	City Of Stanwood
1251	03/06/2019	Claims	3	30933	Skagit Farmers Supply	1,152.15	135052
1252	03/06/2019	Claims	3	30934	Sno Co Clerks/Finance Officers Assoc	40.00	City Of Stanwood
1253	03/06/2019	Claims	3	30935	Sno Co District Court	449.30	DCT34003
1254	03/06/2019	Claims	3	30936	Sno Co Information Services *	9,093.74	DIS1107
1255	03/06/2019	Claims	3	30937	Sno Co Planning & Development Svcs	1,264.00	PDS00006
1256	03/06/2019	Claims	3	30938	Snohomish County 911	28,467.06	City Of Stanwood
1257	03/06/2019	Claims	3	30939	Snohomish County Treasurer	4.61	City Of Stanwood
1258	03/06/2019	Claims	3	30940	Stanwood Camano News	82.45	255834; 255834
1259	03/06/2019	Claims	3	30941	Stanwood Chamber Of Commerce	2,900.00	City Of Stanwood
1260	03/06/2019	Claims	3	30942	Stanwood City Utility	2,500.02	2749; 3439; 3184; 2965; 2964; 2886; 2741; 2688; 1075;
1261	03/06/2019	Claims	3	30943	Stilly Auto Parts Napa	139.86	27197
1262	03/06/2019	Claims	3	30944	WA St Dept of Ecology *	300.00	City Of Stanwood; City Of Stanwood
1263	03/06/2019	Claims	3	30945	WA St Treasurer	450.99	City Of Stanwood
1264	03/06/2019	Claims	3	30946	Washington State Patrol *	371.00	STA301
1265	03/06/2019	Claims	3	30947	Wave Broadband	142.65	8136 10 015 0064630
001 General Fund						45,684.25	
101 Street Fund						2,123.97	
103 Street Construction Fund						611,000.00	
401 Sewer Fund						6,911.92	
410 Drainage Fund						953.46	
421 Water Fund						8,985.20	
630 Agency Fund						2,199.90	
						677,858.70	Claims: 677,858.70

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

02/23/2019 To: 03/06/2019

Time: 09:19:31 Date: 03/06/2019

Page: 2

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

() Finance Director () Auditing Officer



Date: 3-6-19

() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: March 14, 2019

SUBJECT: Joint City Council/Planning Commission February 28, 2019 Meeting Minutes

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Joint City Council/Planning Commission Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 28, 2019 Joint City Council/Planning Commission Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 28, 2019 JOINT COUNCIL AND PLANNING COMMISSION MEETING AS PRESENTED.

CITY OF STANWOOD

Joint Meeting of the City Council and Planning Commission

Thursday, February 28, 2019 – 7:00 p.m.

Stanwood Fire Station

8117 267th PL NW Stanwood, WA 98292

MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Leonard Kelley called the meeting to order at 7:02 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Erica Schorn called the roll with the following Councilmembers and Commissioners present: Rob Johnson, Dianne White, Elizabeth Callaghan, Timothy Pearce, Larry Sather, Kelly McGill, Judy Williams, Darren Robb, Randy Heagle, Steve Shepro, Lance Dennis, and Sid Roberts. The meeting was quorate.

Also present: Public Works Director Kevin Hushagen, Community Development Director Patricia Love, Finance Director David Hammond, Police Chief Norm Link, City Attorney Grant Weed, Senior Planner Amy Rusko, and Deputy Clerk Erica Schorn.

Motion by Councilmember Williams, second by Councilmember McGill, to excuse Commissioners Utgard and Metz. Motion carried unanimously.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember McGill, to amend the agenda by adding Item 11, Executive Session to discuss property acquisition [RCW 42.30.110c]. Motion carried unanimously.

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

4. Citizen Comments

Tim Schmitt – 27308 101st Avenue

Mr. Schmitt requested use of the projector for a power point presentation. His request was denied.

Mr. Schmitt commented on the encroachment of fences and structures into public right of way, facilitating trespass upon private property.

Cathy Wooten - 27828 84th Ave NW

Mrs. Wooten commented that if Councilmembers are not interested in communicating with citizens via email, citizens should not be invited to contact them through email.

Joint Stanwood City Council/Planning Commission Meeting Minutes – February 28, 2019

5. Staff Reports

- a. North County Regional Fire Authority Report – 4th Quarter 2018
- b. Police Compstat Report – January 2019

6. Committee Reports

- a. Community Development

7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve February 7, 2019 Special City Council Meeting Minutes
- c. Approve February 14, 2019 City Council Regular Meeting Minutes

Motion by Councilmember Sather, Second by Councilmember Callaghan, to approve the consent agenda items a through c. Motion carried unanimously.

8. Discussion

- a. Planning Commission 2019 Work Plan

Community Development Director Patricia Love presented the 2019 Planning Commission Work Plan.

Discussion

- Community Survey
 - Comprehensive survey on a number of themes
 - Working with Washington State University Extension – Metro Center
 - Timing of Survey – six months to a year for entire process
 - May result in changes to comprehensive plan – update required by 2023
 - Survey focused on current residents of Stanwood
 - Accessibility of survey – will be made available in a variety of distribution formats
 - Survey is one component of strategic plan on how Stanwood's future is defined
- TN Zone Suggestions/Comments
 - Certain requirements can make process less attractive to builders
 - Sticking to design standards while not being excessively restrictive
 - Variety of housing is valuable

9. Reports of Officers and Committees

- a. Mayor's Report

- City received AWC Well City Award, resulting in a two percent discount on insurance premiums
- Glass Quest was successful
- Public Works staff was treated to lunch at Mammoth Burgers as a thank you for all their hard work keeping the roads clear during the recent snow storms.

Joint Stanwood City Council/Planning Commission Meeting Minutes – February 28, 2019

b. City Administrator's Report

- City awarded the opportunity to advertise at SeaTac Airport from April to June of this year

c. Councilmember Reports and Questions

Councilmember McGill inquired as to whether the City has an encroachment policy.

Community Development Director Love responded that typically cities will not get involved unless the encroachment presents a health, welfare, or safety issue.

Councilmember McGill asked if there is a committee that can address Mr. Schmitt's concerns. He believes it's a dangerous precedent to allow the taking of public property for personal use, and if structures are in the ROW, it could pose further issues.

Community Development Director Love stated she will discuss this with Public Works Director Hushagen.

Further discussion on this topic included:

- SCOP boundary lines are inaccurate
- Cannot adversely possess public property
- Pursuing this issue would require survey work which is costly

Councilmember Johnson commented on what appears to be an unauthorized vehicle repair shop located at a home in Stanwood.

10. Citizen Closing Comments

Tim Schmitt - 27308 101st Avenue

Mr. Schmitt expressed his frustration with not being allowed to use the projector for his power point presentation.

11. Adjourn to Executive Session to Discuss Property Acquisition [RCW 42.30.110c]

Mayor Kelley adjourned the meeting to executive session at 8:10 for five minutes with action anticipated.

The meeting reconvened at 8:15. No action was taken.

11. Reconvene and Adjourn

Mayor Kelley adjourned the meeting at 8:15 p.m.

Joint Stanwood City Council/Planning Commission Meeting Minutes –
February 28, 2019

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: March 14, 2019

SUBJECT: Economic Development Board Re-appointments and Appointment

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A - Economic Development Board Members

PURPOSE

The purpose of this agenda item is for City Council consideration of the Mayor's proposed appointment and re-appointment of Economic Development Board members.

RECOMMENDATION

1. Re-appointment of two-year terms for the following:

John Russell	UPS Store	2 years (2019-2020)
Randy Heagle	Windermere Real Estate	2 years (2019-2020)
Les Anderson	Idler's Car Show	2 years (2019-2020)

2. Appointment of the following new member:

Ken Kettler	Tulalip Resort Casino	2 years (2019-2020)
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SUMMARY STATEMENT

The City Council passed Resolution 2014-04 establishing an Economic Development Board (EDB) at the March 27, 2014 meeting. The Resolution provided that the Mayor would appoint seven voting members representing a cross section of the business community. The initial terms were staggered so that the entire board would not change at the same time in the future. Subsequent re-appointments, after two year terms, would be proposed by the Mayor.

DISCUSSION

Currently, there are two vacant board positions, one of which is proposed to be filled by the appointment of Mr. Ken Kettler of the Tulalip Resort Casino. The other vacant position was held by Jose Amado of Amigo's and is planned to be filled after a recruitment period in the next few months.

Three existing board positions are up for re-appointment and the incumbents have expressed an interest in continuing their economic development related work. These existing members are: John Russell, Randy Heagle and Les Anderson.

FINANCIAL IMPACT

There is no direct fiscal impact associated with the appointment of an Economic Development Board. The soft costs include staff time needed to support the committee's work. Specific program recommendations may impact the City's budget and program recommendations require Council approval.

COMMITTEE RECOMMENDATION

None.

CITY COUNCIL OPTIONS

1. Ratify the Economic Development Board member re-appointments and appointment as recommended by the Mayor. This alternative indicates the City Council supports the Mayor's re-appointments and appointment.
2. Do not ratify one or more of the Mayor's proposed re-appointments or appointment and direct the Mayor to areas of concern. This alternative implies the City Council has questions regarding one or more of the proposed board members re-appointment. The City Council may suggest alternative board members for the Mayor's consideration.

RECOMMENDED MOTION

I MOVE TO RATIFY THE FOLLOWING RE-APPOINTMENTS AND APPOINTMENT TO THE ECONOMIC DEVELOPMENT BOARD:

John Russell	UPS Store	2 years (2019-2020)
Randy Heagle	Windermere Real Estate	2 years (2019-2020)
Les Anderson	Idler's Car Show	2 years (2019-2020)
Ken Kettler	Tulalip Resort Casino	2 years (2019-2020)

March 2019

Economic Development Board Members

Board Member	Affiliation	Term
John Hanstad	Heritage Bank	2 YR / 2018-2019
David Pelletier	Pelletier & Schaar Architects	2 YR / 2018-2019
John Russell	UPS Store	2 YR / 2019-2020
Randy Heagle	Windermere Real Estate	2 YR / 2019-2020
Les Anderson	Idler's Car Show	2 YR / 2019-2020
Ken Kettler	Tulalip Resort Casino	2 YR/ 2019-2020
OPEN		2 YR / 2019-2020



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d

DATE: March 14, 2019

SUBJECT: Snohomish County Public Defender Assn. for Indigent Defense-Contract Extension

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A—Snohomish County Public Defender Association for Indigent Defense Supplemental Agreement No. 1

ISSUE

The issue before council is to authorize the Mayor to sign a two-year contract extension of the city's contract with the Snohomish County Public Defender Association.

RECOMMENDATION

City staff requests that council authorize the Mayor to sign a two-year extension of the city's contract with the Snohomish County Public Defender Association, including three percent cost of living adjustments in both 2019 and 2020.

BACKGROUND

Resolution No. 2014-26 establishes the city's indigent defense standards, which comply with RCW 10.101.030. In 2015, the city entered into a contract with the Snohomish County Public Defender Association to provide indigent defense. The agreement allowed for automatic annual extensions, however it only provided for cost of living adjustments annually through 2017. The association notified the city that due to cost increases in their organization, they request a 3% cost of living adjustment for 2019 and 2020. The association did not receive a COLA in 2018.

DISCUSSION

City staff monitor the Association's program activity annually and note the Association only had to refer one case to another attorney due to conflict in 2017, and none in 2018. Further, as required by the contract, city staff note that over 2017 to 2018 the average annual number of cases is within ten percent of forty, which is the amount the contract fee is based upon, thus according to the terms of the original contract, no other adjustment in the fee is warranted.

FISCAL IMPACT

This three percent cost of living adjustment will result in increases of \$694 and \$714, in 2019 and 2020, respectively. This will not in itself require a general fund budget amendment.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign a two-year extension of the city's contract with the Snohomish County Public Defender Association.
2. Do not authorize the Mayor to sign a two-year extension of the city's contract with the Snohomish County Public Defender Association and direct staff to areas of concern.

RECOMMENDED MOTION

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT
NUMBER 1 WITH THE SNOHOMISH COUNTY PUBLIC DEFENDER ASSOCIATION.**

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STANWOOD
AND SNOHOMISH COUNTY PUBLIC DEFENDER ASSOCIATION
FOR INDIGENT DEFENSE SERVICES**

This Supplemental Agreement is made and entered into on the 14th day of March, 2019, between the City of Stanwood, hereinafter called the "City" and the Snohomish County Public Defender Association, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into Agreement No. 2015-19 for indigent defense services, said Agreement being dated March 23, 2015; and

WHEREAS, both parties desire to extend the term of said Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated March 23, 2015, shall remain in full force and effect, except as modified in the following sections:

Article 2 of the Original Agreement, Compensation is amended to read as follows: "In 2019, the City shall pay the Firm One Thousand Nine Hundred Eighty-three Dollars and Ninety-three Cents (\$1,983.93) per month for the Services. One Hundred Five Dollars and Eighty-six Cents (\$105.86) of each monthly payment is specifically designated as costs of investigator services.

In 2020, the City shall pay the Firm Two Thousand Forty-three Dollars and Forty-four Cents (\$2,043.44) per month for the Service, One Hundred Nine Dollars and Three Cents (\$109.03) is specifically designated as costs of investigator services."

Article 3 of the Original Agreement, Term is amended to read as follows: "The term of this Agreement shall be from the later date of execution through midnight December 31, 2020, unless sooner terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one year terms each year, unless sooner terminated as follows:"

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF STANWOOD

SNOHOMISH COUNTY PUBLIC DEFENDER
ASSOCIATION

Leonard Kelley, Mayor

Kathleen Kyle

ATTEST/AUTHENTICATED:

David A. Hammond, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7e
DATE: March 14, 2019
SUBJECT: Final Acceptance VFD installation
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: None

ISSUE

The issue in front of the Council is the final acceptance of the VFD installation project to allow for the retainage release.

SUMMARY STATEMENT

At their July 12, 2018 meeting, Council awarded Bonner Electrical a contract to complete the VFD installation project in the amount of \$53,531.66. The project is now complete and Bonner is seeking final acceptance.

DISCUSSION

The VFD to an aerator on the oxidation ditch at the WWTP failed. The aerator is a critical piece in the treatment of sewage and the plant cannot run without it in operation. Since the WWTP has parallel oxidation ditches the plant can run, but the capacity of the plant is limited and there is no redundancy for upsets or failures.

The City advertised for the installation of a VFD for an aerator at the WWTP in the Daily Journal of Commerce on May 3rd and in the Everett Herald May 3rd & 7th with bids due back on May 14th. No bids were received so staff selected Bonner Electrical off the MRSC roster to complete the work.

FINANCIAL IMPACT

The work was completed for the contracted amount and only retainage is left to pay.

CITY COUNCIL OPTIONS

- 1) Authorize Mayor Kelley to approve final acceptance for the VFD installation project.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO APPROVE FINAL ACCEPTANCE OF THE VFD INSTALLATION PROJECT WITH BONNER ELECTRICAL.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7f

DATE: March 14, 2019

SUBJECT: Final Acceptance Guardrail Replacement

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: None

ISSUE

The issue in front of the Council is the final acceptance of the guardrail replacement project to allow for the retainage release.

SUMMARY STATEMENT

At their January 10, 2019 meeting, Council awarded Petersen Brothers Inc., a contract to complete the guardrail replacement project in the amount of \$11,075.76. The project is now complete and Petersen's Brothers is seeking final acceptance.

DISCUSSION

A vehicle struck and damaged a portion of guardrail near Logan Road on Pioneer Highway on the morning of November 11, 2018 causing irreparable damage in need of replacement. City staff does not routinely construct this type of project so an advertisement for bids to replace the guardrail was sent to companies on the MRSC roster. Bids were due on December 18 and two bids were received.

FINANCIAL IMPACT

The need for this work was unforeseen and unbudgeted. However, the person responsible for the damage is known and their insurance company has been contacted. It is anticipated we will recover all our costs. The lowest responsive bid was for \$11,075.76 plus tax. An insurance claim has been filed to recover the costs associated with this incident. This will be charged to the street construction fund and will not require a budget amendment.

CITY COUNCIL OPTIONS

- 1) Authorize Mayor Kelley to approve final acceptance for the guardrail replacement project.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO APPROVE FINAL ACCEPTANCE OF THE GUARDRAIL REPLACEMENT PROJECT WITH PETERSEN BROTHERS INC.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7g
DATE: March 14, 2019
SUBJECT: Josephine Property Purchase and Sale Agreement
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Draft Purchase and Sale Agreement

ISSUE

The issue before the Council is whether or not to authorize the Mayor to sign a purchase and sale agreement with Josephine Caring Community for site investigative work and purchase of 11 – 14 acres of property for the expansion of Heritage Park.

RECOMMENDATION

Staff recommendation is to enter into a purchase and sale agreement with Josephine Caring Community for the purpose of expanding Heritage Park.

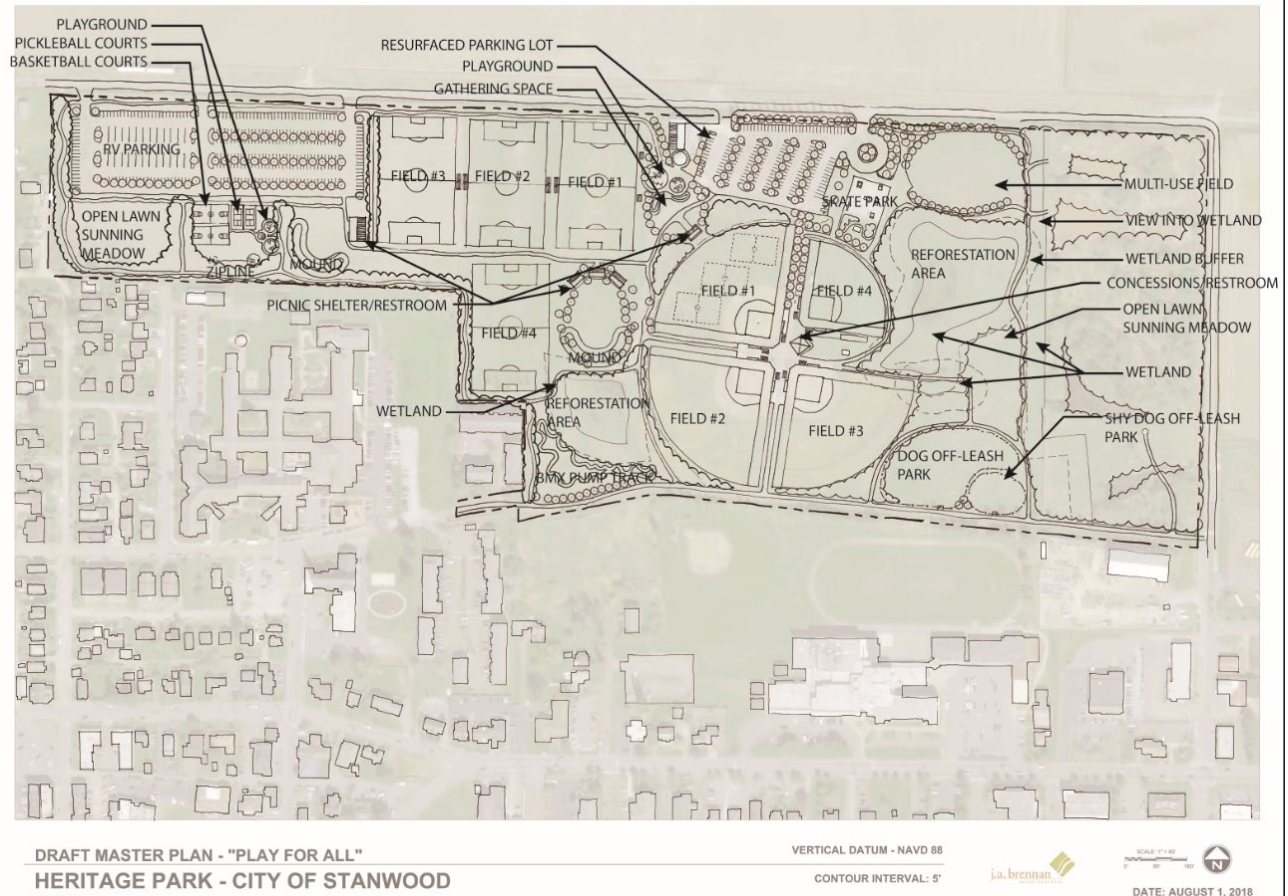
SUMMARY

In the late summer / early fall of 2018 staff was finalizing the Heritage Park Master Plan. Two alternative plans were being prepared: one on the existing Heritage Park site and the other showing an expansion of the park onto the adjacent 11 acre parcel owned by Josephine Caring Community. After discussing the concepts with the Community Development Committee, staff reached out to Josephine to gauge their interest in potentially selling their property to the City. With the support of the Council, the City and Josephine began discussing terms of a potential purchase and sale agreement. Attached is a copy of the draft agreement for Council's acceptance.

DISCUSSION

The City of Stanwood desires to redevelop and expand Heritage Park into a tournament quality sports field complex. A draft master plan has been developed that includes: baseball fields, soccer fields, parking, RV parking, trails, play areas, a dog park, skate park and other amenities. Build out of the plan will be completed in phases over several years.

Design Option with the Josephine Property:



In reviewing the proposed draft master plan with Josephine, they offered an additional two acres adjacent to Heritage Park, and just south of their 11 acre site, to the City as an optional purchase if needed to accommodate any potential design reconfiguration if wetlands were found on site.

The City has come to an agreement with Josephine Caring Community on the purchase of approximately 11 - 14 acres of property for the expansion of Heritage Park. Below is a summary of the purchase and sale agreement.

General Terms & Conditions:

Issue	Terms
Property Size:	11 acres plus up to 2 additional optional acres
Location:	Lovers Lane; directly west of Heritage Park
Purchase Price:	\$1.31 per square foot for the 11 acre parcel (zoned industrial) = \$682,900.00 \$5.63 per square foot for up to 2 additional acres (zoned multifamily) Total purchase price shall not exceed \$900,000 Earnest money to be credited against purchase price
Earnest Money:	\$15,000 to be paid within 10 days of mutual acceptance of PSA
Inspection:	The City has a right to conduct an inspection of the property: Geotechnical, Archaeology (complete), Level I or II Environmental Assessment, and Critical Areas
BLA:	A Boundary Line Adjustment may be needed if the City chooses the option to purchase a portion of the MF zoned property (up to 2 acres) City shall pay the costs of the BLA
Access:	City has access rights to the property during feasibility period to do inspection work
Contingency Period:	City has 130 days after mutual acceptance of PSA to do investigative work 90 days after Inspection to finalize the appraisal
Sale Process:	Statutory Warranty Deed
Closing:	Closing by November 15, 2019
Closing Costs:	Each party pays half escrow fee to WEED, GRAAFSTRA & ASSOCIATES; Seller pays title insurance and REET; City pays recording fees and extra premium for extended title insurance coverage if desired

FISCAL IMPACT

In developing the 2018 update to the Capital Improvement Plan, the City reserved future sales tax revenue from the high school redevelopment project for the purchase of the Josephine property. Interfund borrowing is anticipated in the event this purchase is completed prior to collection of those sales tax revenues. The approved project budget is \$1,000,000 and the following is a summary of proposed expenditures associated with the investigative studies and purchase of the property.

Purchase Price (11 Acre Site)	\$682,900	
Optional Property	\$217,100	Up to \$900,000
Geotechnical Analysis, & Phase 1 Environmental Assessment	\$25,000	Consultant Contract with Maul Foster
Archaeology Assessment	\$8,000	Consultant Contract with Maul Foster
Critical Areas Analysis	\$8,500	Consultant Contract with JA Brennan (Already Approved)
Closing Costs (Estimate)	\$1,600	
BLA	\$10,000	Consultant Contract TBD
Appraisal	\$8,000	Contract TBD
Contingency	\$38,900	(Use of Contingency Funds Need to be Approved by Mayor)
Project Costs:	\$1,000,000	

COMMITTEE RECOMMENDATION

The Community Development Committee reviewed the draft master plan on October 11, 2018 and suggested that the City reach out to Josephine Caring Community to gauge their interest in selling a portion of their property for the expansion of Heritage Park. At their November 8, 2018 CDC meeting staff reported back Josephine's willingness to discuss the issue. Based on the Committee's support of expanding the park, the issue was discussed with the full Council on January 10th where staff was directed to begin negotiations with Josephine on a purchase and sale agreement.

Staff, City Attorney Grant Weed, and Terry Robertson of Josephine Caring Community began negotiating the purchase and sale agreement on January 16th and have come to an agreement on the price and terms as provided in the attached agreement. The Josephine Caring Community has reviewed and approved the attached agreement as well.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the purchase and sale agreement with Josephine Caring Community as provided herein.
2. Authorize the Mayor to sign the purchase and sale agreement with Josephine Caring Community with amendments.
3. Send the purchase and sale agreement with Josephine Caring Community back to staff for further amendments.
4. Do not approve the purchase and sale agreement with Josephine Caring Community.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE PURCHASE AND SALE AGREEMENT WITH JOSEPHINE CARING COMMUNITY FOR THE PURCHASE OF 11 PLUS ACRES OF PROPERTY ALONG LOVERS LANE IN THE CITY OF STANWOOD FOR THE EXPANSION OF HERITAGE PARK.

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONSULTANT CONTRACT WITH MAUL FOSTER AND ALONGI TO COMPLETE THE ENVIRONMENTAL INVESTIGATIVE WORK ON THE JOSEPHINE PROPERTY IN AN AMOUNT NOT TO EXCEED \$33,000.00.

**REAL ESTATE PURCHASE AND SALE CONTRACT
(With Earnest Money Provision)**

DATE: March 4, 2019

The undersigned Purchaser, CITY OF STANWOOD, a municipal corporation of the State of Washington, agrees to buy, and the undersigned Seller, JOSEPHINE CARING COMMUNITY, a Washington public benefit corporation, which acquired title as JOSEPHINE SUNSET HOME, a Washington nonprofit corporation, agrees to sell, on the following terms, the property legally described as:

Parcel A:

A portion of the following-described property, not to exceed 2 acres, located in the easterly portion of said property, which shall not include the improved parking area or other improvements currently located thereon:

The northerly 150 feet and the easterly 230 feet of the following described property:
Beginning at the quarter corner between Sections 19 and 24, Township 32 North, Ranges 3 and 4 East, W.M., in Snohomish County, Washington;
Thence west on center line 1951.25 feet;
Thence south 01° east 471.61 feet to true point of beginning;
Thence south 01° east 560 feet;
Thence south 77°41' west 562.6 feet;
Thence south 88°46' west 133.96 feet;
Thence north 01° west 692.22 feet;
Thence south 88°36' east 251.04 feet;
Thence south 89°36' east, 435 feet to true point of beginning.

Snohomish County Tax Parcel 320324-004-137-00

Parcel B:

All that property located in Section 24, Township 32 North, Range 3 East, W.M., in Snohomish County, Washington; described as follows:

Commencing at the quarter corner on the West line of Section 24, Township 32 North, Range 3 East, W.M.;
Thence East along the East and West center line of said Section for 2077.3 feet to the East margin of the Stanwood-Skagit County Road, the true point of beginning of the tract herein described;
Thence along said East margin South 01°36'15" East for 7 feet;
Thence South 89°26'15" East 211.8 feet, more or less, to the West margin of Union Street in Stanwood produced Northerly in its platted direction;

Thence Southerly along said Westerly line of Union Street produced for 225 feet to the Southeast corner of a tract conveyed to Deder Arneson by deed recorded under recording number 745389;

Thence South 01°35'41" East for 131.00 feet along the East boundary of that property conveyed to Lester and Bonnie Palaniuk by deed recorded under recording number 2207298;

Thence South 01°35'41" East for 99 feet along the East boundary of that property conveyed to Raymond B. and Barbara C. Stensaa by deed recorded under recording number 7603160051, to a point which is 211.8 feet South 89°21'47" East of a point on the East margin of the Stanwood-Skagit County Road which is 462 feet Southerly from the East and West center line of said Section, and which is also the Southeast corner of said property conveyed under recording number 7603160051;

Thence South 89° East 568.32 feet;

Thence South 89°36' East 464 feet to the West line of a tract of land conveyed to Christ Sponheim by deed recorded in Volume 234 of Deeds on Page 612, records of Snohomish County, Washington;

Thence North 01° West along said West line 471.65 feet to the East and West center line of said Section 24;

Thence West along said East and West center line to the true point of beginning.

Snohomish County Tax Parcels 320324-004-001-00 and 320324-003-049-00

Parcel C:

An easement for ingress, egress and utilities over, under and across the East 20 feet of that property conveyed under recording number 7603160051.

(Purchaser and Seller authorize Closing Agent to insert, over their signatures, the legal description of the property and/or to correct the legal description entered.)

The number of square feet included in the Parcel A purchase shall be determined by Purchaser in Purchaser's sole subjective discretion.

1. **PURCHASE PRICE:** Purchaser may elect, in its sole discretion, to remove Parcel A from this transaction, in which event the purchase price will be SIX HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED AND NO/100THS DOLLARS (\$682,900.00).

If Purchaser elects to include Parcel A, the purchase price shall be increased by \$5.63 per square foot of the Parcel A property included in the purchase; provided, in no event shall the total purchase price for Parcels A, B and C exceed NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$900,000.00).

If Purchaser elects to remove Parcel A from this transaction, Purchaser shall give written notice to Seller of the removal of Parcel A not later than August 1, 2019.

2. **EARNEST MONEY RECEIPT:** Upon mutual acceptance of this agreement, Purchaser shall deposit the sum of FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00) in the trust account of Closing Agent as earnest money. For the purposes of this contract "mutual acceptance" means that all parties have signed this contract, and "the date of mutual acceptance" is the signature date of the last party to sign this agreement.

3. **METHOD OF PAYMENT:** The purchase price shall be paid in cash at time of closing. The earnest money deposit shall be credited against the purchase price.

4. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects, except those acceptable to Purchaser. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing.

5. **UTILITIES:** The property being conveyed to the Purchaser is vacant, unimproved land. Utilities are connected to the portion of Parcel A that is being retained by the Seller. Seller covenants and agrees that any utility obligations will be attached to the property retained by the Seller, and Seller will convey the property free and clear of any utility obligations.

6. **DISCLOSURE OF PROXIMITY TO FARM:** This notice is to inform you that the real property you are considering for purchase may be located in close proximity to a farm. The operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington right to farm act.

7. **DISCLOSURE UNDER RCW 64.06:** Pursuant to RCW 64.06.020, Seller shall provide Purchaser with a Real Property Transfer Disclosure Statement concerning the subject property within five (5) business days after mutual acceptance of this agreement. Purchaser shall have fifteen (15) business days after receipt of said disclosure statement to accept or reject the property based upon the disclosures made by Seller. If Purchaser rejects the property, Purchaser shall give written notice to Seller of the termination of this transaction, in which event this agreement shall be null, void and unenforceable, and the earnest money deposit shall promptly be refunded to Purchaser.

8. **HAZARDOUS SUBSTANCES:** To the best of Seller's knowledge the property is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon, and there are no hazardous substances located in, on, under or upon the sale property. The term "hazardous substances" as used in this agreement shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product. Further, to the best of Seller's knowledge: (i) there has been no release, spill, leak, discharge, emission, or disposal, (ii) there are no substances or conditions, in or on the property or any other parcels of land which may affect the property or use thereof which may support a claim or cause of action under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirements and (iii) there is no asbestos, PCBs or underground storage tanks located on the property or which

have been removed therefrom.

9. CONTINGENCIES:

- (a) Inspection: This offer is contingent upon Purchaser's inspection of the subject property showing that the condition of the property is satisfactory to Purchaser, in Purchaser's sole discretion and at Purchaser's sole expense. Purchaser's inspection may include, but shall not be limited to, a wetlands study, geotechnical analysis including borings for soil samples, archaeological testing, and Level I and/or Level II environmental assessments. Purchaser shall be permitted to install monitoring wells for its wetlands study and bring such equipment onto the property and disturb the surface and soils as may be required for these investigations. The Purchaser shall provide the Seller with one complete certified copy of the reports and inspections.
- (b) Appraisal: The purchase price set out in this offer is contingent upon an appraisal of the property valuing the purchase property at the purchase price. Not later than ten (10) business days after satisfaction of Purchaser's inspection contingency, Purchaser, at Purchaser's expense, shall commission an appraisal by an MAI certified appraiser selected by Purchaser in Purchaser's sole discretion. Purchaser shall provide a copy of the appraisal to Seller upon completion. In the event the appraisal values the property at less than the purchase price, the purchase price shall be reduced to the appraised value; provided that if the appraisal values the property at less than 95% of the agreed purchase price, Seller, at its option may elect to terminate this transaction by written notice to Purchaser. Notwithstanding the valuation of the appraisal, the purchase price will not exceed the price as provided in paragraph 1 above.
- (c) Access: Seller shall give Purchaser and its agents necessary and reasonable access to the entire property and the improvements during the contingency period, after reasonable notice to tenant, in order for Purchaser and its agents to perform inspections. Purchaser shall make all possible efforts to minimize disturbance to the tenant and the businesses operating at the premises. Purchaser shall restore the property as near as reasonably possible to its prior condition after conducting such inspections.
- (d) Condition of Title: This offer is contingent upon Purchaser's approval of the condition of title to the subject property. Purchaser shall have ten (10) business days after the date of mutual acceptance to review the title report and give notice of the termination of this transaction if Purchaser objects to any exception to title which Seller does not agree to cause to be removed. In the event any new exception to title is discovered or arises after issuance of the preliminary commitment for title insurance, Purchaser shall have ten (10) business days after receipt of notice of such exception to give notice of Purchaser's objection to such exception and the termination of this transaction unless Seller agrees to cause such exception to be removed. Seller shall have ten (10) business days after receipt of Purchaser's notice of objection to a title exception to notify Purchaser of Seller's intention to remove the exception. If Seller fails to give notice of intent to remove an exception to which Purchaser has objected, this title contingency shall be deemed to have failed. Seller's failure to remove an exception after giving notice of intent to remove

shall constitute a default of Seller under this agreement. Notwithstanding this contingency, all monetary encumbrances shall be cleared from title at closing, at Seller's expense, and Purchaser shall not be required to give notice of objection to any monetary encumbrances.

- (e) Purchaser Indemnification: Purchaser shall defend, indemnify and hold Seller harmless from all claims, liabilities or causes of action relating to the pre-closing activities of Purchaser or Purchaser's agents upon the subject property. Purchaser shall allow no liens to attach to the subject property as a result of Purchaser's pre-closing activities. In the event Purchaser violates any provision of this paragraph, Purchaser shall reimburse Seller for all expenses incurred in settling any lien, claim or cause of action, including Seller's attorney's fees and costs. This provision shall survive termination of this contract and/or forfeiture of the earnest money deposit. Notwithstanding any other provision of this contract, if the earnest money deposit is forfeited pursuant to the terms of this agreement, Purchaser's obligations under this paragraph shall be in addition to such earnest money forfeiture.
- (f) Contingency Period: The contingency period for 9(a) shall be 130 days after the date of mutual acceptance. The contingency period for 9(b) shall be 90 days after satisfaction of contingency (a). The contingency period for 9(d) shall be as stated therein.
- (g) Contingency Failure: In the event of the failure of contingency 9(a) or 9(b) above, Purchaser shall give written notice to Seller and Closing agent of such contingency failure on or before the last day of the contingency period. Conditions for failure of contingency 9(d) shall be as provided therein. In the event of the failure of a contingency, this transaction shall terminate, this agreement shall be null, void and unenforceable, except as to the provisions of paragraph (e) above, and the earnest money deposit shall be refunded to Purchaser.
- (h) Satisfaction or Waiver: Purchaser may waive any of the above contingencies at any time by written notice to Seller and Closing Agent. A contingency shall be deemed satisfied or waived if the Purchaser does not give written notice of the failure of the contingency as provided in paragraph (g) above.

10. **BOUNDARY LINE ADJUSTMENT**: In the event Purchaser elects to include Parcel A in this purchase, the number of square feet included in the Parcel A property purchase shall be determined by Purchaser in Purchaser's sole subjective discretion. If the new boundary of the property retained by Seller is not approximately parallel with the current east boundary of Parcel A, the shape of the sale property shall be subject to mutual agreement of the parties. Seller and Purchaser shall cooperate to prepare an application for a boundary line adjustment to be processed in accordance with Stanwood City Code. The boundary line adjustment will segregate Parcel A from the remainder of tax parcel 320324-004-137-00, and the portion so segregated shall become part of Parcel B. Seller shall be entitled to the lot status associated with tax parcel 320324-004-137-00. Purchaser shall select the surveyor to prepare the boundary line adjustment and shall pay the surveyor expenses and the boundary line adjustment application fee.

The boundary line adjustment shall not be recorded until the appraisal contingency has been satisfied.

11. **TITLE INSURANCE:** Seller shall furnish to Purchaser an ALTA standard form policy of title insurance and, as soon as practical prior to closing, a preliminary commitment therefor issued by FIRST AMERICAN TITLE INSURANCE COMPANY, and Seller authorizes Closing Agent to apply as soon as practical for such title insurance. Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects noted in paragraph 4 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and all rights of Purchaser terminated; PROVIDED, however, that Purchaser may waive defects and elect to purchase.

Notwithstanding the above, Purchaser may elect to have extended coverage title insurance, in which event Purchaser shall pay the difference in premium between standard and extended coverage title insurance and shall pay the expense of having the property surveyed if required by the title insurance company as a condition of issuing an extended coverage policy.

12. **TITLE CONVEYANCE:** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 4 and subject to any liens or encumbrances created by Purchaser.

13. **CLOSING OF SALE:** This sale shall be closed at the office of LAND TITLE & ESCROW, 7202 267th NW, Suite 101, Stanwood, WA 98292, Closing Agent, or at such licensed and bonded escrow company as Purchaser selects, within twenty (20) days after all contingencies have been satisfied and the boundary line adjustment has been recorded, if applicable, but in no event shall closing be later than November 15, 2019 (hereinafter the "closing deadline"). Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement.

The date of closing shall be the date upon which all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

If this sale has not closed by the closing deadline or such later date as may be mutually agreed upon by the parties, this transaction shall automatically terminate, and this agreement shall be null, void and unenforceable.

14. **CLOSING COSTS AND PRORATES:** Seller and Purchaser shall each pay one-half of escrow fee. Seller shall pay the owner's title insurance premium and real estate excise tax. Purchaser shall pay recording fees and the additional premium if Purchaser elects to have extended coverage title insurance. Any special assessments, assessments for utilities or other assessments upon the property shall be paid by Seller at closing.

The parties acknowledge that the property will become exempt from real estate taxes after closing. Real estate taxes for the current year shall be paid in full by Seller at or prior to closing. Seller shall be responsible for applying for any applicable real estate tax refund from Snohomish County.

15. **REPRESENTATION/EQUAL BARGAINING:** Seller and Purchaser acknowledge that the firm of WEED, GRAAFSTRA & ASSOCIATES, INC., P.S. represents Purchaser in this transaction. Seller acknowledges that Seller has had adequate opportunity to have this agreement reviewed by Seller's attorney and receive advice from Seller's attorney concerning its drafting. This agreement has been drafted by the mutual efforts of the parties. All terms and provisions shall be given their fair and reasonable interpretation without reference to which party, or its counsel, drafted any particular term or provision in question.

16. **POSSESSION:** Purchaser shall be entitled to possession on the date of closing.

17. **DEFAULT:** In the event the Purchaser fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Purchasers shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. In the event this transaction fails to close due to any default by Seller, Purchaser shall receive a refund of the earnest money, without interest, and Seller shall reimburse Purchaser for Purchaser's expenses incurred in connection with this transaction including, but not limited to, the costs of due diligence investigations, appraisal, surveying and preparation of the boundary line adjustment.

18. **ATTORNEYS' FEES:** In any proceeding brought to enforce this agreement or to determine the rights of the parties under this agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such a lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment. For purposes of this agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who substantially prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy and judicial proceedings including appeals.

19. **NOTICE:** If notice is given pursuant to this agreement, it shall be given to the parties by personal service or by certified mail, postage prepaid, return receipt requested at the following addresses:

Seller's name and address:

JOSEPHINE CARING COMMUNITY
ATTN: Terry Robertson
9901 272nd PL NW
Stanwood, WA 98292

Email: terryr@josephinecc.com

Telephone No. 360-510-2083

Purchaser's name and address:

CITY OF STANWOOD
ATTN: Jennifer Ferguson, City Administrator
10220 - 270th Street NW
Stanwood, WA 98292

Email: jennifer.ferguson@ci.stanwood.wa.us

Telephone No. 360-629-2181 x 5209

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served or on the third calendar day following the day such notice is mailed in accordance with this paragraph. Email addresses and telephone numbers are for contact purposes only and may not be used for notice.

20. **OFAC:** Seller represents and warrants to Purchaser that Seller is not and shall not become a person or entity with whom Purchaser is restricted from doing business under any current or future regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current or future statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

21. **ENTIRE AGREEMENT; TIME; BINDING AGREEMENT;**
ASSIGNMENT: This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This agreement is binding on the parties, their personal representatives and heirs. Purchaser shall not assign this agreement without the prior written consent of Seller.

22. **BROKER:** The parties declare that there are no agents or brokers involved in this sale, and no real estate sales commission is owed to any party in connection with this transaction. In the event a claim for a broker's fee, finder's fee, commission or other similar compensation is made in connection with this contract, the party whose actions have given rise to such claim shall hold the other party harmless from all damages, liabilities, costs, expenses and losses, including, without limitation, reasonable attorneys' fees and costs sustained or incurred by reason of such claim. The provisions of this paragraph shall survive the closing of this transaction.

23. **RESERVATION OF POLICE POWER:** Notwithstanding anything to the contrary set forth herein, Seller understands and acknowledges that the Purchaser's authority to

exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this agreement.

24. **CITY COUNCIL APPROVAL:** The Seller acknowledges that this agreement does not bind the Purchaser until the City Council approves this Real Estate Purchase and Sale Contract and the Mayor executes the agreement.

25. **NO MERGER:** The terms, representations, warranties and attorney's fee provisions of this Contract shall not merge in the deed or other conveyance instrument transferring the property to Purchaser at closing. The terms, representations, warranties and attorney's fee provisions of this Contract shall survive closing.

26. **FACSIMILE / ELECTRONIC TRANSMISSION:** Facsimile transmission or electronic (email) transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. At the request of either party, or the closing agent, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

27. **COUNTERPARTS:** This agreement or any other instrument for this transaction may be executed in identical counterparts with like effect as if all signatures appeared on a single copy.

28. **DEADLINE:** This agreement is void unless executed by both parties by 5:00 p.m. on March 15, 2019. This deadline may be extended by mutual written agreement of the parties.

29. **AUTHORITY TO EXECUTE:** The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

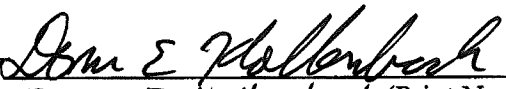
DATED this ____ day of _____, 2019.

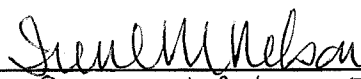
CITY OF STANWOOD, Purchaser

By _____
LEONARD KELLEY, Mayor

DATED this 7th day of March, 2019.

JOSEPHINE CARING COMMUNITY, Seller

By 
Dawn E. Hellenbreck (Print Name)
Chairman

By 
Irene M. Nelson (Print Name)
Secretary



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a.i.

DATE: March 14, 2019

SUBJECT: Transfer of Private Drainage Systems
Code Amendment

CONTACT PERSON: Kevin Hushagen, Public Works Director
Patricia Love, Community Development Director

ATTACHMENTS: A – Draft Ordinance 1472
B – Draft Findings of Fact and Conclusions

ISSUE

In reviewing requests by homeowner associations to turn their private detention systems over to the City for long term maintenance, it was noted that there are no municipal code provisions allowing the City to accept an application or officially take over the facility.

RECOMMENDATION

1. Review and discuss the draft Transfer of Private Drainage Systems Code Amendment.
2. Open the public hearing and allow for the first reading of Ordinance 1472 making changes to the City of Stanwood Municipal Code.

SUMMARY

The City of Stanwood requires that new subdivisions and properties annexed into the City deed their private drainage facilities to the City; these facilities could include detention ponds, vaults and conveyance systems. This policy has been established to ensure that these facilities remain functional and operate as originally planned over time. Failure to maintain these systems properly can result in system malfunction, broken infrastructure and flooding.

Currently the City has approximately 8 older detention ponds / facilities that are in private ownership managed by local homeowner associations. This code amendment establishes a process allowing owners of private drainage systems to petition the City and request that their private drainage facilities be transferred to City ownership.

DISCUSSION

The City of Stanwood has been discussing the advantages and disadvantages of taking over ownership of privately owned detention facilities since 2015. Advantages include: City ownership ensures that the storm water ponds are maintained to City standards whereas disadvantages include potential increased labor and material costs. While these are important issues to discuss when considering taking over ownership of any facility, the current code does not allow transfer of ownership, so debate of the issue is moot.

This proposed code amendment does not set policy or require the City to accept private facilities; it does however allow homeowner associations the option to submit a request to the City to consider transferring privately owned facilities to the City for long term ownership and maintenance. By providing this option in the code, the City can then look at each individual request and conduct a cost / benefit analysis to determine if it is in the City's best interest to own those facilities or not. On the reverse side, because the code amendment does not require transfer of facility ownership to the City, it also allows homeowner associations to determine if they want to continue maintaining their own facilities.

COMPREHENSIVE PLAN CONSISTENCY

Stanwood's Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City's small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015 Stormwater Comprehensive Plan notes:

“An effective operation and maintenance program aims to protect public health and safety, ensure drainage system integrity and function, reduce infrastructure repair and life cycle costs, enhance water quality and achieve future regulatory compliance.”

The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities. It will be at the City's discretion to accept or not accept the facility. If the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.

FISCAL IMPACT

The code amendment itself does not require transfer of private facilities to City ownership therefore there are no direct financial impacts due to adoption of the ordinance. However once an application is received, then an assessment would need to be done to determine staff capacity and resources to take ownership and long term

maintenance responsibilities of the facility. Upon finalizing the assessment, staff would make a recommendation to Council to either accept or deny the transfer.

Staff has done an initial high level assessment that if all of the remaining eight detention ponds were transferred over to the City, Public Works would have the capacity to maintain them with minimal impact on City resources. It would take approximately a day of summer temporary help per pond to keep them in functioning condition. Then the ponds would go into the normal 2-year maintenance rotation schedule. Once in the system, any increased costs would be built into the rate structure and spread out to all the rate payers as what currently occurs when the City accepts a detention pond upon recording of a subdivision.

COMMITTEE RECOMMENDATION

The Public Works Committee has reviewed this issue three times over the last few months: August 6, 2018, September 10, 2018 and January 7, 2019. The Committee is supportive of the ordinance as it gives options to homeowners associations while still providing the City the opportunity to review the merits of each application on a case by case basis.

CITY COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1472 making changes to Title 12 affecting ownership to drainage facilities in the City of Stanwood Municipal Code and proceed with the second and final reading on March 28, 2019.
2. Request changes to Ordinance 1472 and direct staff to address specific Council issues or concerns prior to reconsidering the ordinance.

RECOMMENDED MOTION

I MOVE TO APPROVE FIRST READING OF ORDINANCE 1472 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 12, DRAINAGE SYSTEM REGULATIONS, AND TO PROCEED WITH THE SECOND AND FINAL READING OF THE ORDINANCE ON MARCH 28, 2019.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1472

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING PORTIONS OF STANWOOD MUNICIPAL CODE TITLE 12, ENTITLED DRAINAGE SYSTEM REGULATIONS, RELATING TO OWNERSHIP AND MAINTENANCE OF DETENTION PONDS AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Stormwater facilities are part of the overall City drainage system which includes: catch basins, conveyance piping and appurtenances in the public right of way; and

WHEREAS, Stanwood Municipal Code requires that all newly constructed detention ponds, water quality facilities and appurtenant structures for residential plats and short plats be transferred to the City for ownership and maintenance at the time of final plat; and

WHEREAS, Stanwood Municipal Code also requires that existing facilities outside of the city be transferred to City at the time of annexation; and

WHEREAS, There are approximately eight stormwater facilities in the City that are under private ownership by homeowner associations; and

WHEREAS, The City desires to create an option for homeowner associations to transfer their private stormwater systems to the City by deed or easement consistent with current City policy; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the amendments and determined that the amendments are procedural in nature and are exempt from environmental review; and

WHEREAS, the City Council Public Works Committee reviewed the proposed language and amendments set forth in this Ordinance at their August 6, 2018, September 10, 2018 and January 7, 2019 meetings; and

WHEREAS, the City Council held their first reading of the draft code amendment on March 14, 2019 and their second and final reading on March 28, 2019 and accepted public comment; and

WHEREAS, pursuant to RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to Title 12, Drainage System Regulations; and

WHEREAS, the City Council has determined that it is in the best interest of the City to allow for the transfer of detention systems from private ownership to the City of Stanwood to ensure proper and continuous maintenance of such facilities.

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

Section 1. SMC 12.14.040 entitled "Authority" is hereby amended to read as follows:

12.14.040 Authority.

(1) Newly constructed stormwater facilities, including conveyance systems, detention and water quality facilities and their appurtenant structures, for residential plats and short plats shall be transferred to the city for ownership and maintenance at the time of final plat.

(2) Existing stormwater facilities may be transferred to the city for ownership and/or maintenance by deed or easement with agreement of the city.

~~(2)~~ **3** Existing stormwater facilities included in an annexation petition shall be transferred to the city for ownership and maintenance at the time of annexation.

~~(3)~~ **4** Stormwater facilities for commercial developments and multifamily developments shall be maintained by the property owner(s); however, the facilities shall be located within easements that allow emergency maintenance by the city.

~~(4)~~ **5** Emergency maintenance performed by the city on private stormwater facilities shall be at the cost of the owner(s).

~~(5)~~ **6** The city shall own and maintain conveyance systems that serve public streets and are located in the public right-of-way or easements dedicated to and accepted by the city of Stanwood.

Section 2. Findings of Fact and Conclusions. In support of the amendment approved in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions attached hereto as Exhibit "A" and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

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. Conflict. In the event that there is a conflict between the provision of this Ordinance and any other City ordinance, the provision of this Ordinance shall control.

Section 6. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this 28th day of March 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A

Findings of Fact and Conclusions



City of Stanwood, Washington
Findings of Fact and Conclusions of Law

Stanwood City Council
Transfer of Private Drainage Systems Code Amendment

A. GENERAL INFORMATION

File Number(s): Code Amendment 2019-0015

Project Summary: The Public Hearing is to consider a code amendment to amend portions of Stanwood Municipal Code Title 12, creating a regulatory method for homeowner associations to transfer their private stormwater systems to the City of deed or easement consistent with City policy.

Applicant: City of Stanwood

Location: The code amendment applies city wide.

Public Hearing Date: March 14, 2019

Location: Stanwood-Camano School District Administration Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Staff Contact: Kevin Hushagen, Public Works Director
Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

In reviewing requests by homeowner associations to turn their private detention systems over to the City for long term maintenance, it was noted that there are no municipal code provisions allowing the City to accept an application or officially take over the facility. This code amendment establishes a process allowing owners of private drainage systems to petition the City and request that their private drainage facilities be transferred to City ownership.

C. COMPLIANCE WITH THE COMPREHENSIVE PLAN

Stanwood's Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City's small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015

Stormwater Comprehensive Plan notes:

“An effective operation and maintenance program aims to protect public health and safety, ensure drainage system integrity and function, reduce infrastructure repair and life cycle costs, enhance water quality and achieve future regulatory compliance”.

The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities. It will be at the City’s discretion to accept or not accept the facility. If the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.

D. FINDINGS OF FACT

1. Stormwater facilities are part of the overall City drainage system which includes: catch basins, conveyance piping and appurtenances in the public right of way.
2. Stanwood Municipal Code requires that all newly constructed detention ponds, water quality facilities and appurtenant structures for residential plats and short plats be transferred to the City for ownership and maintenance at the time of final plat approval.
3. Stanwood Municipal Code also requires that existing facilities outside of the city be transferred to City at the time of annexation.
4. There are approximately eight stormwater facilities in the City that are under private ownership by homeowner associations.
5. The City desires to create an option for homeowner associations to transfer their private stormwater systems to the City by deed or easement consistent with current City policy.
6. This proposed code amendment does not require the City to accept private facilities; it does however allow Homeowner Associations the option to submit a request to the City to consider transferring privately owned facilities to the City for long term ownership and maintenance.
7. By proving this option in the code, the City can then look at each individual request and conduct a cost / benefit analysis to determine if it is in the City’s best interest to own those facilities or not.
8. Stanwood’s 2015 – 2035 Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City’s small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015 Stormwater Comprehensive Plan notes:

“An effective operation and maintenance program aims to protect public health and safety, ensure drainage system integrity and function, reduce

infrastructure repair and life cycle costs, enhance water quality and achieve future regulatory compliance”.

9. The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities; if the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.
10. On January 8, 2019 the proposed amendments were transmitted to the State of Washington Department of Commerce for state agency review in accordance with RCW 36.70A.106.
11. Notice of the Public hearing was published in the Stanwood Camano News on February 26, 2019.
12. The proposed code change is procedural in nature and contains no substantive changes to development standards or the environment therefore a State Environmental Policy Act (SEPA) Exemption was issued on the proposed amendment on January 9, 2019.
13. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the City Council at the public hearing on March 14, 2019 for their consideration.

E. CONCLUSIONS OF LAW

1. The City Council of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.
2. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including the 2015 Stormwater Comprehensive Plan.
3. The City Council has determined that it is in the best interest of the City to provide property owners with the option to transfer private detention systems to the City of Stanwood
4. The code amendment itself does not require transfer of private facilities to City ownership.
5. Once an application requesting that a facility be transferred to the City, an assessment would be completed to determine if the City has capacity to take ownership and long term maintenance responsibilities of the facility. Upon finalizing the assessment, the Council would either accept or deny the transfer.
6. Once in the system, any increased costs would be built into the rate structure and spread out to all the rate payers as what currently occurs when the City accepts a detention pond upon recording of a subdivision.

7. After considering staff comments and public testimony the Stanwood City Council determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

Now therefore the City Council of the City of Stanwood hereby **ADOPTS** the Findings of Fact and Conclusions of Law contained herein.

Dated this 28^h date of March 2019.

Leonard Kelley, Mayor
City of Stanwood



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a.i.

DATE: March 14, 2019

SUBJECT: Transfer of Private Drainage Systems
Code Amendment

CONTACT PERSON: Kevin Hushagen, Public Works Director
Patricia Love, Community Development Director

ATTACHMENTS: A – Draft Ordinance 1472
B – Draft Findings of Fact and Conclusions

ISSUE

In reviewing requests by homeowner associations to turn their private detention systems over to the City for long term maintenance, it was noted that there are no municipal code provisions allowing the City to accept an application or officially take over the facility.

RECOMMENDATION

1. Review and discuss the draft Transfer of Private Drainage Systems Code Amendment.
2. Open the public hearing and allow for the first reading of Ordinance 1472 making changes to the City of Stanwood Municipal Code.

SUMMARY

The City of Stanwood requires that new subdivisions and properties annexed into the City deed their private drainage facilities to the City; these facilities could include detention ponds, vaults and conveyance systems. This policy has been established to ensure that these facilities remain functional and operate as originally planned over time. Failure to maintain these systems properly can result in system malfunction, broken infrastructure and flooding.

Currently the City has approximately 8 older detention ponds / facilities that are in private ownership managed by local homeowner associations. This code amendment establishes a process allowing owners of private drainage systems to petition the City and request that their private drainage facilities be transferred to City ownership.

DISCUSSION

The City of Stanwood has been discussing the advantages and disadvantages of taking over ownership of privately owned detention facilities since 2015. Advantages include: City ownership ensures that the storm water ponds are maintained to City standards whereas disadvantages include potential increased labor and material costs. While these are important issues to discuss when considering taking over ownership of any facility, the current code does not allow transfer of ownership, so debate of the issue is moot.

This proposed code amendment does not set policy or require the City to accept private facilities; it does however allow homeowner associations the option to submit a request to the City to consider transferring privately owned facilities to the City for long term ownership and maintenance. By providing this option in the code, the City can then look at each individual request and conduct a cost / benefit analysis to determine if it is in the City's best interest to own those facilities or not. On the reverse side, because the code amendment does not require transfer of facility ownership to the City, it also allows homeowner associations to determine if they want to continue maintaining their own facilities.

COMPREHENSIVE PLAN CONSISTENCY

Stanwood's Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City's small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015 Stormwater Comprehensive Plan notes:

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The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities. It will be at the City's discretion to accept or not accept the facility. If the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.

FISCAL IMPACT

The code amendment itself does not require transfer of private facilities to City ownership therefore there are no direct financial impacts due to adoption of the ordinance. However once an application is received, then an assessment would need to be done to determine staff capacity and resources to take ownership and long term

maintenance responsibilities of the facility. Upon finalizing the assessment, staff would make a recommendation to Council to either accept or deny the transfer.

Staff has done an initial high level assessment that if all of the remaining eight detention ponds were transferred over to the City, Public Works would have the capacity to maintain them with minimal impact on City resources. It would take approximately a day of summer temporary help per pond to keep them in functioning condition. Then the ponds would go into the normal 2-year maintenance rotation schedule. Once in the system, any increased costs would be built into the rate structure and spread out to all the rate payers as what currently occurs when the City accepts a detention pond upon recording of a subdivision.

COMMITTEE RECOMMENDATION

The Public Works Committee has reviewed this issue three times over the last few months: August 6, 2018, September 10, 2018 and January 7, 2019. The Committee is supportive of the ordinance as it gives options to homeowners associations while still providing the City the opportunity to review the merits of each application on a case by case basis.

CITY COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1472 making changes to Title 12 affecting ownership to drainage facilities in the City of Stanwood Municipal Code and proceed with the second and final reading on March 28, 2019.
2. Request changes to Ordinance 1472 and direct staff to address specific Council issues or concerns prior to reconsidering the ordinance.

RECOMMENDED MOTION

I MOVE TO APPROVE FIRST READING OF ORDINANCE 1472 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 12, DRAINAGE SYSTEM REGULATIONS, AND TO PROCEED WITH THE SECOND AND FINAL READING OF THE ORDINANCE ON MARCH 28, 2019.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1472

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING PORTIONS OF STANWOOD MUNICIPAL CODE TITLE 12, ENTITLED DRAINAGE SYSTEM REGULATIONS, RELATING TO OWNERSHIP AND MAINTENANCE OF DETENTION PONDS AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Stormwater facilities are part of the overall City drainage system which includes: catch basins, conveyance piping and appurtenances in the public right of way; and

WHEREAS, Stanwood Municipal Code requires that all newly constructed detention ponds, water quality facilities and appurtenant structures for residential plats and short plats be transferred to the City for ownership and maintenance at the time of final plat; and

WHEREAS, Stanwood Municipal Code also requires that existing facilities outside of the city be transferred to City at the time of annexation; and

WHEREAS, There are approximately eight stormwater facilities in the City that are under private ownership ~~by homeowner associations~~; and

WHEREAS, The City desires to create an option ~~for homeowner associations~~ to transfer ~~their~~ private stormwater systems to the City by deed or easement consistent with current City policy; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the amendments and determined that the amendments are procedural in nature and are exempt from environmental review; and

WHEREAS, the City Council Public Works Committee reviewed the proposed language and amendments set forth in this Ordinance at their August 6, 2018, September 10, 2018 and January 7, 2019 meetings; and

WHEREAS, the City Council held their first reading of the draft code amendment on March 14, 2019 and their second and final reading on March 28, 2019 and accepted public comment; and

WHEREAS, pursuant to RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to Title 12, Drainage System Regulations; and

WHEREAS, the City Council has determined that it is in the best interest of the City to allow for the transfer of detention systems from private ownership to the City of Stanwood to ensure proper and continuous maintenance of such facilities.

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

Section 1. SMC 12.14.040 entitled "Authority" is hereby amended to read as follows:

12.14.040 Authority.

(1) Newly constructed stormwater facilities, including conveyance systems, detention and water quality facilities and their appurtenant structures, for residential plats and short plats shall be transferred to the city for ownership and maintenance at the time of final plat.

(2) Existing stormwater facilities may be transferred to the city for ownership and/or maintenance by deed or easement with agreement of the city.

~~(2)~~ **3**) Existing stormwater facilities included in an annexation petition shall be transferred to the city for ownership and maintenance at the time of annexation.

~~(3)~~ **4**) Stormwater facilities for commercial developments and multifamily developments shall be maintained by the property owner(s); however, the facilities shall be located within easements that allow emergency maintenance by the city.

~~(4)~~ **5**) Emergency maintenance performed by the city on private stormwater facilities shall be at the cost of the owner(s).

~~(5)~~ **6**) The city shall own and maintain conveyance systems that serve public streets and are located in the public right-of-way or easements dedicated to and accepted by the city of Stanwood.

Section 2. Findings of Fact and Conclusions. In support of the amendment approved in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions attached hereto as Exhibit "A" and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

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. Conflict. In the event that there is a conflict between the provision of this Ordinance and any other City ordinance, the provision of this Ordinance shall control.

Section 6. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this 28th day of March 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A Findings of Fact and Conclusions



City of Stanwood, Washington
Findings of Fact and Conclusions of Law

Stanwood City Council
Transfer of Private Drainage Systems Code Amendment

A. GENERAL INFORMATION

File Number(s): Code Amendment 2019-0015

Project Summary: The Public Hearing is to consider a code amendment to amend portions of Stanwood Municipal Code Title 12, creating a regulatory method ~~for homeowner associations~~ to transfer ~~their~~ private stormwater systems to the City of deed or easement consistent with City policy.

Applicant: City of Stanwood

Location: The code amendment applies city wide.

Public Hearing Date: March 14, 2019

Location: Stanwood-Camano School District Administration Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Staff Contact: Kevin Hushagen, Public Works Director
Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

In reviewing requests ~~by homeowner associations~~ to ~~turn their~~ transfer private detention systems over to the City for long term maintenance, it was noted that there are no municipal code provisions allowing the City to accept an application or officially take over the facility. This code amendment establishes a process allowing owners of private drainage systems to petition the City and request that their private drainage facilities be transferred to City ownership.

C. COMPLIANCE WITH THE COMPREHENSIVE PLAN

Stanwood's Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City's small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015

Stormwater Comprehensive Plan notes:

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The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities. It will be at the City’s discretion to accept or not accept the facility. If the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.

D. FINDINGS OF FACT

1. Stormwater facilities are part of the overall City drainage system which includes: catch basins, conveyance piping and appurtenances in the public right of way.
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3. Stanwood Municipal Code also requires that existing facilities outside of the city be transferred to City at the time of annexation.
4. There are approximately eight stormwater facilities in the City that are under private ownership ~~by homeowner associations~~.
5. The City desires to create an option ~~for homeowner associations~~ to transfer ~~their~~ private stormwater systems to the City by deed or easement consistent with current City policy.
6. This proposed code amendment does not require the City to accept private facilities; it does however allow ~~Homeowner Associations~~ owners of private facilities the option to submit a request to the City to consider transferring ~~privately owned~~ their facilities to the City for long term ownership and maintenance.
7. By proving this option in the code, the City can then look at each individual request and conduct a cost / benefit analysis to determine if it is in the City’s best interest to own those facilities or not.
8. Stanwood’s 2015 – 2035 Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City’s small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015 Stormwater Comprehensive Plan notes:

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11. Notice of the Public hearing was published in the Stanwood Camano News on February 26, 2019.
12. The proposed code change is procedural in nature and contains no substantive changes to development standards or the environment therefore a State Environmental Policy Act (SEPA) Exemption was issued on the proposed amendment on January 9, 2019.
13. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the City Council at the public hearing on March 14, 2019 for their consideration.

E. CONCLUSIONS OF LAW

1. The City Council of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.
2. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including the 2015 Stormwater Comprehensive Plan.
3. The City Council has determined that it is in the best interest of the City to provide property owners with the option to transfer private detention systems to the City of Stanwood.
4. The code amendment itself does not require transfer of private facilities to City ownership.
5. Once an application requesting that a facility be transferred to the City, an assessment would be completed to determine if the City has capacity to take ownership and long term maintenance responsibilities of the facility. Upon finalizing the assessment, the Council would either accept or deny the transfer.

6. Once in the system, any increased costs would be built into the rate structure and spread out to all the rate payers as what currently occurs when the City accepts a detention pond upon recording of a subdivision.
7. After considering staff comments and public testimony the Stanwood City Council determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

Now therefore the City Council of the City of Stanwood hereby **ADOPTS** the Findings of Fact and Conclusions of Law contained herein.

Dated this 28^h date of March 2019.

Leonard Kelley, Mayor
City of Stanwood



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a.i.
DATE: March 14, 2019
SUBJECT: Transfer of Private Drainage Systems
Code Amendment
CONTACT PERSON: Kevin Hushagen, Public Works Director
Patricia Love, Community Development Director
ATTACHMENTS: A – Draft Ordinance 1472
B – Draft Findings of Fact and Conclusions

ISSUE

In reviewing requests by homeowner associations to turn their private detention systems over to the City for long term maintenance, it was noted that there are no municipal code provisions allowing the City to accept an application or officially take over the facility.

RECOMMENDATION

1. Review and discuss the draft Transfer of Private Drainage Systems Code Amendment.
2. Open the public hearing and allow for the first reading of Ordinance 1472 making changes to the City of Stanwood Municipal Code.

SUMMARY

The City of Stanwood requires that new subdivisions and properties annexed into the City deed their private drainage facilities to the City; these facilities could include detention ponds, vaults and conveyance systems. This policy has been established to ensure that these facilities remain functional and operate as originally planned over time. Failure to maintain these systems properly can result in system malfunction, broken infrastructure and flooding.

Currently the City has approximately 8 older detention ponds / facilities that are in private ownership managed by local homeowner associations. This code amendment establishes a process allowing owners of private drainage systems to petition the City and request that their private drainage facilities be transferred to City ownership.

DISCUSSION

The City of Stanwood has been discussing the advantages and disadvantages of taking over ownership of privately owned detention facilities since 2015. Advantages include: City ownership ensures that the storm water ponds are maintained to City standards whereas disadvantages include potential increased labor and material costs. While these are important issues to discuss when considering taking over ownership of any facility, the current code does not allow transfer of ownership, so debate of the issue is moot.

This proposed code amendment does not set policy or require the City to accept private facilities; it does however allow homeowner associations the option to submit a request to the City to consider transferring privately owned facilities to the City for long term ownership and maintenance. By providing this option in the code, the City can then look at each individual request and conduct a cost / benefit analysis to determine if it is in the City's best interest to own those facilities or not. On the reverse side, because the code amendment does not require transfer of facility ownership to the City, it also allows homeowner associations to determine if they want to continue maintaining their own facilities.

COMPREHENSIVE PLAN CONSISTENCY

Stanwood's Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City's small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015 Stormwater Comprehensive Plan notes:

“An effective operation and maintenance program aims to protect public health and safety, ensure drainage system integrity and function, reduce infrastructure repair and life cycle costs, enhance water quality and achieve future regulatory compliance.”

The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities. It will be at the City's discretion to accept or not accept the facility. If the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.

FISCAL IMPACT

The code amendment itself does not require transfer of private facilities to City ownership therefore there are no direct financial impacts due to adoption of the ordinance. However once an application is received, then an assessment would need to be done to determine staff capacity and resources to take ownership and long term

maintenance responsibilities of the facility. Upon finalizing the assessment, staff would make a recommendation to Council to either accept or deny the transfer.

Staff has done an initial high level assessment that if all of the remaining eight detention ponds were transferred over to the City, Public Works would have the capacity to maintain them with minimal impact on City resources. It would take approximately a day of summer temporary help per pond to keep them in functioning condition. Then the ponds would go into the normal 2-year maintenance rotation schedule. Once in the system, any increased costs would be built into the rate structure and spread out to all the rate payers as what currently occurs when the City accepts a detention pond upon recording of a subdivision.

COMMITTEE RECOMMENDATION

The Public Works Committee has reviewed this issue three times over the last few months: August 6, 2018, September 10, 2018 and January 7, 2019. The Committee is supportive of the ordinance as it gives options to homeowners associations while still providing the City the opportunity to review the merits of each application on a case by case basis.

CITY COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1472 making changes to Title 12 affecting ownership to drainage facilities in the City of Stanwood Municipal Code and proceed with the second and final reading on March 28, 2019.
2. Request changes to Ordinance 1472 and direct staff to address specific Council issues or concerns prior to reconsidering the ordinance.

RECOMMENDED MOTION

I MOVE TO APPROVE FIRST READING OF ORDINANCE 1472 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 12, DRAINAGE SYSTEM REGULATIONS, AND TO PROCEED WITH THE SECOND AND FINAL READING OF THE ORDINANCE ON MARCH 28, 2019.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1472

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING ~~PORTIONS OF~~ STANWOOD MUNICIPAL CODE (SMC) TITLE 12, SECTION 12.14.040 ENTITLED “AUTHORITY” AND RELATING TO DRAINAGE SYSTEM REGULATIONS, RELATING TO OWNERSHIP AND MAINTENANCE OF STORMWATER FACILITIES DETENTION PONDS; AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Stormwater facilities are part of the overall City drainage system which includes but is not limited to: catch basins, conveyance piping and appurtenances in the public right of way; and

WHEREAS, ~~Stanwood Municipal Code~~ SMC 12.14.040(1) requires that all newly constructed detention ponds, water quality facilities and appurtenant structures for residential plats and short plats be transferred to the City for ownership and maintenance at the time of final plat; and

WHEREAS, ~~Stanwood Municipal Code~~ SMC 12.14.040(2) also requires that existing facilities outside of the city be transferred to City at the time of annexation; and

WHEREAS, There are approximately eight stormwater facilities in the City that are under private ownership ~~by homeowner associations~~; and

WHEREAS, The City desires to create an option ~~for homeowner associations~~ to transfer ~~their~~ private stormwater systems to the City by deed or easement consistent with current City policy; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the amendments proposed to SMC 12.14.040 and determined that the amendments are procedural in nature and are exempt from environmental review; and

WHEREAS, the City Council Public Works Committee reviewed the proposed language and amendments set forth in this Ordinance at their August 6, 2018, September 10, 2018 and January 7, 2019 meetings; and

WHEREAS, the City Council held their first reading of the draft code amendment on March 14, 2019 and their second and final reading on March 28, 2019 and accepted public comment; and

WHEREAS, pursuant to RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to Title 12, Drainage System Regulations; and

WHEREAS, the City Council has determined that [in appropriate circumstances](#) it is in the best interest of the City to allow for the transfer of detention systems from private ownership to the City of Stanwood to ensure proper and continuous maintenance of such facilities.

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

Section 1. SMC 12.14.040 entitled "Authority" is hereby amended to read as follows:

12.14.040 Authority.

(1) Newly constructed stormwater facilities, including conveyance systems, detention and water quality facilities and their appurtenant structures, for residential plats and short plats shall be transferred to the city for ownership and maintenance at the time of final plat.

(2) Existing stormwater facilities may be transferred to the city for ownership and/or maintenance by deed or easement with agreement of the city.

(2 **3**) Existing stormwater facilities included in an annexation petition shall be transferred to the city for ownership and maintenance at the time of annexation.

(3 **4**) Stormwater facilities for commercial developments and multifamily developments shall be maintained by the property owner(s); however, the facilities shall be located within easements that allow emergency maintenance by the city.

(4 **5**) Emergency maintenance performed by the city on private stormwater facilities shall be at the cost of the owner(s).

(5 **6**) The city shall own and maintain conveyance systems that serve public streets and are located in the public right-of-way or easements dedicated to and accepted by the city of Stanwood.

Section 2. Findings of Fact and Conclusions. In support of the amendment approved in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions attached hereto as Exhibit "A" and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

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. Conflict. In the event that there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 6. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this 28th day of March 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A Findings of Fact and Conclusions



City of Stanwood, Washington
Findings of Fact and Conclusions of Law

Stanwood City Council
Transfer of Private Drainage Systems Code Amendment

A. GENERAL INFORMATION

File Number(s): Code Amendment 2019-0015

Project Summary: The Public Hearing is to consider a code amendment to amend portions of Stanwood Municipal Code Title 12, creating a regulatory method ~~for homeowner associations~~ to transfer ~~their~~ private stormwater systems to the City of deed or easement consistent with City policy.

Applicant: City of Stanwood

Location: The code amendment applies city wide.

Public Hearing Date: March 14, 2019

Location: Stanwood-Camano School District Administration Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Staff Contact: Kevin Hushagen, Public Works Director
Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

In reviewing requests ~~by homeowner associations~~ to ~~turn their transfer~~ private detention systems over to the City for long term maintenance, it was noted that there are no municipal code provisions allowing the City to accept an application or officially take over the facility. This code amendment establishes a process allowing owners of private drainage systems to petition the City and request that their private drainage facilities be transferred to City ownership.

C. COMPLIANCE WITH THE COMPREHENSIVE PLAN

Stanwood's Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City's small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detention systems, the 2015

Stormwater Comprehensive Plan notes:

“An effective operation and maintenance program aims to protect public health and safety, ensure drainage system integrity and function, reduce infrastructure repair and life cycle costs, enhance water quality and achieve future regulatory compliance”.

The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities. It will be at the City’s discretion to accept or not accept the facility. If the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.

D. FINDINGS OF FACT

1. Stormwater facilities are part of the overall City drainage system which includes: catch basins, conveyance piping and appurtenances in the public right of way.
2. Stanwood Municipal Code requires that all newly constructed detention ponds, water quality facilities and appurtenant structures for residential plats and short plats be transferred to the City for ownership and maintenance at the time of final plat approval.
3. Stanwood Municipal Code also requires that existing facilities outside of the city be transferred to City at the time of annexation.
4. There are approximately eight stormwater facilities in the City that are under private ownership ~~by homeowner associations~~.
5. The City desires to create an option ~~for homeowner associations~~ to transfer ~~their~~ private stormwater systems to the City by deed or easement consistent with current City policy.
6. This proposed code amendment does not require the City to accept private facilities; it does however allow ~~Homeowner Associations~~ owners of private facilities the option to submit a request to the City to consider transferring ~~privately owned~~ their facilities to the City for long term ownership and maintenance.
7. By proving this option in the code, the City can then look at each individual request and conduct a cost / benefit analysis to determine if it is in the City’s best interest to own those facilities or not.
8. Stanwood’s 2015 – 2035 Comprehensive Plan envisions a strong community that balances the needs of residents and business; protects the environment; encourages economic development and preservation of the City’s small town rural character. While the Comprehensive Plan does not contain specific policies regarding ownership of stormwater detection systems, the 2015 Stormwater Comprehensive Plan notes:

“An effective operation and maintenance program aims to protect public

health and safety, ensure drainage system integrity and function, reduce infrastructure repair and life cycle costs, enhance water quality and achieve future regulatory compliance”.

9. The purpose of the proposed code amendment is to provide both property owners and the City the option to turn over and accept the maintenance responsibilities of the few remaining privately owned stormwater facilities; if the City decides to accept the facility, Public Works will have quality control of the maintenance and assurances of long term integrity of the system as envisioned in the Stormwater Comprehensive Plan.
10. On January 8, 2019 the proposed amendments were transmitted to the State of Washington Department of Commerce for state agency review in accordance with RCW 36.70A.106.
11. Notice of the Public hearing was published in the Stanwood Camano News on February 26, 2019.
12. The proposed code change is procedural in nature and contains no substantive changes to development standards or the environment therefore a State Environmental Policy Act (SEPA) Exemption was issued on the proposed amendment on January 9, 2019.
13. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the City Council at the public hearing on March 14, 2019 for their consideration.

E. CONCLUSIONS OF LAW

1. The City Council of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.
2. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including the 2015 Stormwater Comprehensive Plan.
3. The City Council has determined that it is in the best interest of the City to provide property owners with the option to transfer private detention systems to the City of Stanwood.
4. The code amendment itself does not require transfer of private facilities to City ownership.
5. Once an application requesting that a facility be transferred to the City, an assessment would be completed to determine if the City has capacity to take ownership and long term maintenance responsibilities of the facility. Upon finalizing the assessment, the Council would either accept or deny the transfer.

6. Once in the system, any increased costs would be built into the rate structure and spread out to all the rate payers as what currently occurs when the City accepts a detention pond upon recording of a subdivision.
7. After considering staff comments and public testimony the Stanwood City Council determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

Now therefore the City Council of the City of Stanwood hereby **ADOPTS** the Findings of Fact and Conclusions of Law contained herein.

Dated this 28^h date of March 2019.

Leonard Kelley, Mayor
City of Stanwood



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b.i.
DATE: March 14, 2019
SUBJECT: Resolution 2019-04 - Surplus of City Property
CONTACT PERSON: David A. Hammond, Finance Director
ATTACHMENTS: A – Resolution 2019-04

ISSUE

Should the City surplus assets that are missing or no longer of use to the City?

RECOMMENDATION

Staff requests council approval of Resolution 2019-04 declaring certain property to be surplus to the needs of the city and authorizing the Finance Director to arrange for and to execute the sale and/or disposal of said property for the common benefit.

SUMMARY STATEMENT

City staff has identified equipment that is missing, or no longer has value to the city for providing municipal services. Staff is requesting that council approve Resolution 2019-04 authorizing the Finance Director to dispose of applicable items and remove them from the asset listing.

DISCUSSION

In performance of routine accounting, staff has identified five vehicles that are no longer of use to the City. Six of these vehicles were replaced in 2018 as part of the ongoing vehicle replacement program. Staff has also requested authorization to surplus the sweeper in 2019, which will probably be done by a trade-in. The estimated \$20,000 trade-in value has been evaluated by comparison with similar vehicles listed and sold on auction websites.

Declaring these assets surplus helps alleviate space issues and removes broken items from the premises. Resolution 2019-04 (Attachment A) lists the items that were identified as surplus, the department that acquired them, and why they are no longer of use.

RCW 35.94.040 requires that "...any lands, property, or equipment originally acquired for public utility purposes is surplus to the city's needs and is not required for providing continued public utility service, then such legislative authority by resolution and after a public hearing may cause such lands, property, or equipment to be leased, sold or conveyed." Since vehicles on the surplus list were acquired for public utility purposes, a public hearing is scheduled for tonight's City Council meeting.

FINANCIAL IMPACT

The estimated residual value of these vehicles is \$24,350, which is based on Kelly Blue Book. Proceeds received from sale of the vehicles will be returned to the funds that paid for their purchase.

CITY COUNCIL OPTIONS

1. Adopt Resolution 2019-04 declaring certain property to be surplus to the needs of the city and authorizing the Finance Director to arrange for and to execute the disposal of said property for the common benefit.
2. Do not adopt Resolution 2019-04 and direct staff to areas of concern. This option implies Council has questions or concerns regarding the proposal to surplus the property identified in Attachment A.

RECOMMENDED MOTION

I MOVE TO ADOPT RESOLUTION 2019-04 DECLARING CERTAIN PROPERTY TO BE SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING THE FINANCE DIRECTOR TO ARRANGE FOR AND TO EXECUTE THE DISPOSAL OF SAID PROPERTY.

CITY OF STANWOOD, WASHINGTON

RESOLUTION 2019-04

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON
DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO
BE SURPLUS TO THE NEEDS OF THE CITY AND
AUTHORIZING THE FINANCE DIRECTOR TO ARRANGE FOR
AND TO EXECUTE THE SALE AND/OR DISPOSAL OF SAID
PROPERTY FOR THE COMMON BENEFIT.**

WHEREAS, the City of Stanwood owns certain used equipment, rolling stock and tools which are surplus to the needs of the City and are not required for providing continued municipal services; and

WHEREAS, some of the items to be surplussed were purchased and/or used for utility purposes; and

WHEREAS, RCW 39.94.040 requires that a public hearing be held if property (real estate or personal property) originally purchased for utility purposes is no longer needed for that use; and

WHEREAS, pursuant to RCW 35.94.040 a duly noticed public hearing was held on March 14, 2019 and all who wished to be heard were heard; and

WHEREAS, the City Council desires to declare certain personal property surplus and to authorize the Finance Director to arrange for and to execute the sale and/or disposal of said property to realize the greatest return by the most efficient means;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby determines and finds that certain property described in Exhibit A and attached hereto is surplus to the needs of the City and is not required for providing continued municipal service.

Section 2. The Finance Director is authorized to arrange for and to execute the sale and/or disposal of said property to realize the greatest return by the most efficient means.

PASSED AND APPROVED by the City Council of the City of Stanwood this 14th day of March, 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

EXHIBIT A

Description	Serial./VIN.	Asset #	Purchase Date	Cost	Mileage	Notes
Gas Ground Compactor	20254239	60071	2014	\$ 3,254	N/A	missing, police report filed
Hopper Sander	4304	40062	1998	\$ 7,909	N/A	Surplus
1998 Ford Taurus	1FADP52UOWG208306	22920D	1998	\$ 14,548	79,200	Surplus
2002 GMC Sonoma X-Cab	1GTCS19W328211721	19700D	2002	\$ 14,100	75,621	Surplus
2003 Ford Crown Victoria	2FAFP74W93X123210	35402D	2008	\$ 18,412	146,684	Surplus
1994 Chevy S-10 PU	1GCCS19Z5R8189872	14107D	1994	\$ 15,000	132,842	Surplus
Sweeper	1FVAB3BV51HH57785	30281D	2001	\$128,000	21,244	Surplus

500
900
1700
750
500
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24350



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: March 14, 2019

SUBJECT: Resolution 2019-03 Safety and Accident Prevention Plan

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A—Resolution 2019-03—Safety and Accident Prevention Plan
B—City of Stanwood Safety and Accident Prevention Plan

ISSUE

The issue before the council is to review and consider approval of Resolution 2019-03, establishing a Safety and Accident Prevention Plan.

RECOMMENDATION

City staff requests council approve Resolution 2019-03 establishing a Safety and Accident Prevention Plan.

BACKGROUND

Following a relatively minor accident involving inhalation of gas resulting from improper use of foam sealant, the management team was tasked with review and update of city safety policy. The city's existing safety and accident prevention plan was not formally adopted by resolution. This updated version incorporates requirements of Washington State Dept. of Labor & Industries, specifically:

- Use and care of required Personal Protective Equipment
- Proper actions to take in event of emergencies
- Identification of hazardous gases, chemicals or materials involved and instructions on safe use and emergency action following accidental exposure

DISCUSSION

These required elements were developed in the revision to the safety and accident prevention plan. In addition, the revision broadens the city safety committee so that it includes members from all city departments. The 2019 staff work plan includes updating

training records for current employees and utilization of a new form documenting training provided to new employees.

FISCAL IMPACT

There are no direct fiscal impacts from adoption of this resolution.

COMMITTEE RECOMMENDATION

The Finance and Personnel Committee reviewed this issue during their regular meeting on February 28, 2019 and unanimously recommended City Council Adoption.

CITY COUNCIL OPTIONS

1. Adopt Resolution 2019-03 establishing a Safety and Accident Prevention Plan.
2. Do not adopt Resolution 2019-03 and direct staff to areas of concern. This option implies Council has questions or concerns regarding the Accident and Prevention Plan.

RECOMMENDED MOTION

I MOVE TO ADOPT RESOLUTION 2019-03 ESTABLISHING A SAFETY AND ACCIDENT PREVENTION PLAN.

CITY OF STANWOOD, WASHINGTON

RESOLUTION 2019-03

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON,
TO SUPPORT THE IMPLEMENTATION OF A SAFETY PLAN TO
PROMOTE THE SAFETY, HEALTH, AND WELFARE OF ALL
CITY EMPLOYEES.**

WHEREAS, the City Council of the City of Stanwood recognizes that the City has a responsibility to provide a safe and healthful work environment for all of its employees;

WHEREAS, the City Council further recognizes that the protection of all employees from injury or occupational disease is an important objective;

WHEREAS, the City Council realizes that the implementation of a formal safety plan is necessary to encourage employee involvement and participation in safety awareness in order to protect the safety, health, and welfare of City employees;

WHEREAS, the City Council supports the efforts of the Safety Committee members in accomplishing these goals and objectives through the implementation of a safety plan.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD
DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The City Council does hereby support the implementation of the attached Safety Plan in order to aid and encourage the efforts of the Safety Committee members in protecting the health, safety, and welfare of City employees.

PASSED AND APPROVED by the City Council of the City of Stanwood this 14th day of March, 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By _____
David A. Hammond, City Clerk

Approved as to form:

By _____
Grant K. Weed, City Attorney

City of Stanwood Safety and Accident Prevention Plan

**Adopted by Res. 2019-03
March 14, 2019**

City of Stanwood

Safety, Health, and Accident Prevention Plan

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City of Stanwood Safety, Health, and Accident Prevention Program

Forward

The purpose of this manual is to provide information about the City's Safety, Health Accident Prevention Program, as well as to provide City employees with general safety rules and practices they are expected to follow. By complying with the information and procedures contained within this manual, the safety and health of the City employees will be maximized and hazards in the work place and financial losses incurred from accidents will be minimized.

All levels of management are responsible for the safety and health of the employees in their respective area of authority. The standards and procedures in this manual, along with practice application of job knowledge and experience, will provide the necessary assistance to meet that responsibility. The information presented in this manual should assist supervisors and employees in planning safe work operations and implementing safe work practices and procedures.

Each employee of the City is responsible for planning and carrying out job assignments in a safe manner and using every reasonable precaution to ensure his/her personal safety and that of co-workers.

It is impossible to adopt standards and procedures that apply to every situation that might arise on the job. There is no substitute for good judgment and common sense. However, this manual sets forth safety and health standards and procedures to serve as a guide in the formation of safe work habits.

These procedures do not supersede or replace existing state and federal legislation, except when City Policy is more stringent.

Safety Committee Mission Statement

It is the mission of the Safety Committee to provide the City of Stanwood with the resources to maintain a safe working environment for its employees by

- Providing material and preparedness education in accordance with all mandated safety requirements
- Encouraging employees to operate all equipment safely, using common sense, and to perform his/her duties as assigned in a safe and conscientious manner
- Achieving zero work-related accidents, injuries, and illnesses

Orientation

All new and transferred employees of the City shall receive orientation. Employee orientation procedures will be the responsibility of the department and personnel director for which the employee has been assigned. The department will meet all requirements to assure that the employee has been properly educated and is able to operate all equipment required to fulfill his/her job classification.

The immediate supervisor will be responsible for a thorough orientation of all new, rehire or transferred employees (including seasonal and part-time) on the first day of employment. The orientation will include an explanation of the City's safety programs, on-the-job training, safety meetings, accident investigation and reporting, function of the safety committee, required personal protective equipment, pertinent safety rules to the work area, first aid supply, equipment, and training, emergency plans, vehicle safety, personal work habits, and a general overview of the operational procedures, method and hazards as they relate to specific jobs and duties.

The Safety Committee is available to assist the department in providing educational material and information on how to obtain training materials. Applicable forms verifying that the employee attended orientation will be provided to the manager/supervisor. It is the responsibility of the manager to provide a copy of the completed form to the Safety Committee and a copy to the Human Resources Department for the employee personnel file.

Note – Each department will provide this form in accordance to job responsibility. Sample forms are attached as guidance in developing individual departmental procedures for reporting incidents, self-inspections, etc.

Section I

Safety Committee

Section I Safety Committee

Purpose

The purpose, date, hour, and location of the meetings shall be determined by the Safety Committee. The attendance and subject matter discussed at the meetings shall be documented and maintained for a period of one year by the Safety Committee Administrative Coordinator. It shall also be the responsibility of the Safety Committee members to post copies of the minutes on the safety bulletin boards within their area and distribute minutes to all employees.

Procedure

The following guidelines will be followed:

- City Administrator shall appoint a City Safety Officer from the management team to oversee and assist the Safety Committee
- One employee will be elected from Community Development, Police, and three from Public Works (Water, Wastewater and Streets) to be on the Safety Committee and attend regular meetings
- The City Safety Officer shall conduct regular meetings and coordinate with the Safety committee members on all safety issues, procedures, and training
- The City Safety Officer shall appoint the Administrative Coordinator of the Safety Committee either from inside or outside Safety Committee membership

Scope of Activity

Safety Committee members shall be responsible for:

- Conducting regularly scheduled in-house safety inspections and updating the department managers and employees in their area regarding all safety matters
- Reviewing accident and injury reports (including vehicle accidents) to determine a proper means of eliminating hazards
- Accepting and evaluating employee suggestions
- Reviewing job procedures and recommendations – recommending improvements
- Monitoring the effectiveness of the safety programs as well as promoting and publicizing safety
- Maintaining records of regular meetings
- Contacting Stanwood Police Department to investigate vehicle accidents resulting in damage over \$750

Section II

Responsibilities

Section II Responsibilities

Self-Inspections

Accident prevention activities need to be reinforced by a systematic means of minimizing physical hazards within the work place. An effective method of eliminating exposure to work place hazards is self-inspection. The following guidelines will be followed:

- The department safety committee members, utilizing an inspection checklist, shall conduct a self-inspection of their respective work area(s) on a quarterly basis to determine if any hazardous conditions or practices exist
- All unsafe or hazardous conditions found during the self-inspection shall be noted for review at the next scheduled safety committee meeting
- All employees should be in the habit of reporting all unsafe conditions they observe whether in the work place or in the City at large
- All unsafe conditions observed shall be noted on a form for review by the City Safety Officer and the Safety Committee member responsible for that area

Responsibility

Safety is a constant consideration in carrying out the daily business of the City. All managers, supervisors, employees, and elected officials have a critical responsibility for ensuring that work is performed in a safe manner. Failure to carry out these responsibilities can lead to injury, illness, or disciplinary action.

The support and commitment of administration, supervisors, and employees is extremely important for an effective safety program. The responsibilities are as follows:

Administration

- The City Administrator shall be responsible for the administration of the Safety, Health, and Accident Policy and Procedure through the delegation to the City Safety Officer
- To have written Standard Operating Policy and Standard Operating Guidelines for each department
- To have thorough knowledge of the regulations applicable to the position for which he/she has responsibilities
- To identify training needs of employees relevant to safety and ensure that appropriate and timely safety training is provided
- To identify, document, and notify employees on a continuous basis of known safety hazards in the workplace
- To enforce departmental safety meetings as required by State Law
- To ensure that all unsafe conditions observed or reported are corrected and mitigated

- To ensure supervisors fulfill their assigned responsibilities in regard to safety instructions and supervision
- To ensure all required reports pertaining to injuries, vehicle accidents, and investigations are promptly prepared and forwarded to the City Safety Officer, the Human Resource representative, and the Safety Committee Chairman to develop proper attitude toward safety and health in themselves and in those they supervise
- To conduct an ongoing accident prevention program
- To ensure that all work processes and procedures are performed with the utmost regard for safety and health

Supervisors

- To have complete knowledge of safety regulations applicable to the positions he/she supervises
- To adequately orient new employees to the workplace, using the orientation checklist
- To provide the necessary safety equipment to all employees
- To constantly watch for and immediately correct unsafe working conditions and unsafe work practices – report to the department manager those incidents which are beyond the scope of his/her authority
- To promptly report all accidents involving personnel or equipment to his/her supervisor and take immediate steps to investigate each incident to determine the cause
- To take the necessary corrective action to avoid a recurrence of an incident
- To develop proper attitudes toward safety and health in themselves and those they supervise
- To ensure that all work processes and procedures are performed with the utmost regard for safety and health

Employees

- Observe all City safety and health guidelines, all City policies and apply the principles of accident prevention in his/her daily duties
- Report any job-related injury, illness, or property damage to his/her supervisor and seek treatment promptly
- Report hazardous conditions and unsafe acts to his/her supervisor or the City Safety Officer promptly
- Observe all hazard warnings and no smoking signs
- Know the location of fire/safety exits and evacuation procedures
- Operate only equipment for which they are authorized and properly trained, and observe safe operation procedures for all equipment
- Actively support and participate in the City's effort to provide a safe work environment
- Wear appropriate clothing and equipment as required
- Develop proper attitudes toward safety and health
- Ensure that all work processes and procedures are performed with the utmost regard for safety and health

Section III

Education and Training

Section III Education and Training

Purpose

The City of Stanwood will provide ongoing safety education and training to promote acceptance of safety rules by presenting accident prevention as a positive, desirable, and integral part of all activities.

Ongoing accident prevention programs will be provided for all employees for on-the-job training in individual work area(s) to familiarize each employee with City safety requirements.

Examples of programs are:

- Back injury prevention
- Fire extinguisher safety
- Ladder safety
- Eye protection safety
- Head protection safety
- Traffic control
- Confined space entry
- Trenching and shoring
- Compressed gases and flammable liquids
- Welding and cutting
- Chainsaw use and operation
- Hearing Conservation
- Firearms Safety
- Employee Right to Know Training

First Aid Training, Kits, and Posters

The City will ensure that a certified first aid trained employee will be available to afford employees immediate and effective attention should an injury occur. The following procedures will be followed in order to meet this objective:

- All supervisors or their designee will hold a 2-year First Aid/CPR certification
- The City accepts First Aid certification that is recognized by the Washington State Department of Labor and Industries and is less than three years old. Cardiopulmonary Resuscitation (CPR) is required in addition to standard First Aid training if the course does not combine the two

- First Aid and Blood-borne Pathogen Kits will be stocked in accordance with the requirements of the General Safety Health Standard WAC 296-24-065. (Refer to Blood-borne Pathogen Procedure Manual) Refer to Blood-borne Pathogen Policy for any questions.
- Employees are responsible for reporting use of First Aid and Blood-borne Pathogen Kit supplies by completing the Minor Injury Log located next to the First Aid kit to ensure that they remain properly stocked. Periodic inspections to assist in the maintenance of these kits will be conducted by supervisors and designated personnel.

Notices listing emergency telephone numbers and procedures will be strategically located. Areas included will be near First Aid kits, telephones, lunch rooms, bulletin boards, and other places accessible by employees.

Safety Bulletin Board

Each work place must have a Safety Bulletin Board. This is an important venue for increasing employee awareness of safety and communicating the City's safety message.

The following considerations shall be provided for safety bulletin board effectiveness:

- A special bulletin board or portion of an existing board should be designated and that spot reserved exclusively for safety materials
- Designated Safety Committee members shall maintain the bulletin board
- The bulletin board will be located in an area of greatest employee exposure such as lunchrooms, break room, or time clocks
- Posters, Safety Committee Minutes and other information shall be kept updated

The following items are required to be posted:

- WA Dept of Labor and Industries poster – F700-074-909 “Your Rights as a Non-agricultural Worker”
- WA Dept of Labor and Industries poster - F416-081-909 “Job Safety and Health Protection”
- WA Dept of Labor and Industries poster – F242-191-909 “Notice to Employees – If a Job Injury Occurs
- WA Employment Security Dept poster – EMS9874 “Unemployment Benefits”
- United States Equal Employment Opportunity Commission poster – “Equal Opportunity Employment is the Law”
- City of Stanwood Whistle Blower Policy

Please contact the Safety Committee if you need additional information about the posters listed above, or any other information with regard to safety bulletin boards.

Section IV

Incident Reporting

Section IV

Incident Reporting

Definition and Purpose

The City of Stanwood promotes prompt reporting of all incidents that occur in the workplace or in the field. All incidents will be investigated regardless of whether injuries have occurred or property has been damaged. All legitimate safety concerns shall be reported to the safety committee delegate.

Employee(s) involved in any type of incident are required to promptly report it orally or in writing to the supervisor.

- Minor injuries must be written in the Minor Injury Log located by the First Aid Kit even if no first aid supplies were necessary
- All other injuries or illnesses must be reported on the Employee Report of an Injury/Illness. This form is located on the Safety Bulletin Board and must be turned in to the employee's supervisor as soon as possible.

Upon receiving notification of an incident, the supervisor is required to complete an Incident Report Form, notify the WCIA delegate/Finance Director using the guidelines noted below, and conduct an investigation of the incident.

- The Incident Report Form must be submitted to the WCIA delegate by the supervisor within 24 hours for Sewer Back Up, Water Main Breaks, Fatalities, Property Losses over \$25,000, Multiple Injury Accidents, and Multiple Party Accidents. All other incidents must be reported to the WCIA delegate within 72 hours of the time the incident occurred.
- The supervisor is required to document the preliminary incident investigation using the Incident Investigation Report

The WCIA delegate is responsible for ensuring that the City Safety Officer and Human Resources Department receive copies of all reports and documentation pertaining to the incident.

Vehicular Accident

The Stanwood Police Department will investigate when a city vehicle is involved in an accident. The Police Department shall forward all reports and documentation to the WCIA delegate who is responsible for ensuring that the department manager, City Safety Officer, and Human Resources Department receive a copy of all reports and documentation pertaining to the incident.

Injury Accident

Each occupational injury resulting in medical attention shall be reported immediately to the department manager.

- The employee should get first aid immediately
- The employee should see a doctor if necessary and notify the attending physician that the injury is work-related.
- The physician will file the workers' compensation claim for the injured employee.

It is the responsibility of the supervisor to immediately notify the WCIA delegate and submit a completed Incident Report to the WCIA delegate within 24 hours. The Employee's Report of an Injury/Illness should be completed by the employee as soon as possible. The WCIA delegate must ensure that the City Safety Officer and the Human Resources Department receive a copy of the Incident Report in a timely manner. The department manager, the Safety Officer, and the Safety Committee delegate responsible for the area in which the incident occurred will conduct an investigation of the incident in conjunction with all witnesses to determine the cause. The findings of the investigation must be reported on the Incident Investigation Report.

Non-Injury Accident

An employee who has a work-related injury or illness, but does not need medical treatment, shall notify his/her supervisor immediately no matter how slight the injury or illness may be. The injury must be written on the Minor Injury Log located next to the First Aid Kit when it does not require medical attention. The supervisor shall notify the WCIA delegate immediately and complete an Incident Report to submit to the WCIA delegate within 72 hours. These steps are necessary for the employee's protection. This report shall document that the injury or illness was work-related in the event the employee seeks medical treatment at a future date as a result of the incident.

Unsafe Condition

All hazardous or dangerous work conditions must be reported immediately to the appropriate department manager and/or safety committee delegate. Employees have a responsibility to report any potential hazards in the field or in the office as well as any unsafe conditions around the City that could lead to third-party injury and potential liability, such as:

- Signal malfunctions/Missing or damaged Stop Signs
- Major pot holes
- Missing utility covers
- Offsets in sidewalks
- City equipment left unattended or in an unusual location

A Report of a Workplace Hazard must be completed by the employee and submitted to the safety committee delegate and/or the supervisor. The individual receiving the report must notify the department manager, the City Safety Officer, and the WCIA delegate. It is the responsibility of the department manager to ensure that the unsafe condition is corrected in a timely manner.

Section V

Hazard Communication Program

Section V Hazard Communication Program

Introduction

All departments of the City of Stanwood will participate in the Hazard Communication Program to ensure that information about the dangers of all hazardous chemicals used by the City of Stanwood employees is communicated and recognized by all affected employees. The following hazardous communication guidelines have been established and shall be incorporated in accordance with departmental requirements.

Designated Employee Responsibility Guidelines

The following guidelines have been established. The department manager shall designate an employee to be responsible for the Hazard Communication Program. The responsibility of the employee is to:

- Verify that all containers received for use are clearly labeled as to content, marked with the appropriate hazard warning, and the name and address of the manufacturer
- Ensure that all secondary containers are labeled with either an additional copy of the original manufacturer label or with labels that contain the identity of the content, name and address of the manufacturer, and appropriate hazard warning
- Obtain the Safety Sheets from the manufacturer when products that may contain hazardous chemicals which are harmful to the employees are purchased for the department
- Obtain all Safety Data Sheets (SDS) for all hazardous products
- Review all new Safety Data Sheets (SDS) for new or significant health and safety information and provide the information in writing to the affected employee. The SDS shall be posted in an orderly fashion in an area which is accessible to all employees of the department
- Ensure employees participate in safety training.
- Ensure that all new employees, prior to the start of their duties, attend a Health and Safety Orientation Class that will include the following:
 1. An overview of the requirements contained in the Hazard Communication Standard.
 2. A summary of the hazardous chemicals present in his/her workplace
 3. The physical and health risks of hazardous chemicals
 4. The symptoms of overexposure
 5. How to determine the presence of hazardous chemicals released in the work area(s).

6. How to reduce or prevent exposure to hazardous chemicals through the use of controlled procedures, work practices, and personal protective equipment.
 7. How to read the label and review the SDS to obtain hazardous information.
 8. Location of the SDS file and area of posting.
 9. The procedure when exposed to hazardous chemicals
 10. Notification procedure should an over exposure occur.
- Provide the department manager with a periodic report outlining what steps are taken to reduce or prevent exposure to hazardous chemicals
 - Prepare and provide a procedure for employees who are exposed to hazardous chemicals

Use of a New Chemical

An employee must provide information and training as outlined above to all affected employees prior to introducing a new chemical hazard into any department of the City of Stanwood. Employees are required to periodically perform hazardous non-routine tasks. It is imperative that, prior to performing these hazardous non-routine tasks, all employees involved are trained about the hazardous chemicals they may encounter. The training shall include specific chemical hazards, protective and safety measures to be used, and steps the department is utilizing to reduce the risk and hazards. These steps may include ventilation, respirators, the presence of another employee as well as emergency procedures.

It is the responsibility of the supervisor to:

- Provide contractors with information about hazardous chemicals their employees may be exposed to on a jobsite and to suggest precautions for the contractor's employees
- Establish a list of contractors that have been advised about hazardous chemicals which includes the date, the person advised, and the suggestions offered
- Maintain a list of all known hazardous chemicals used by employees. Further information may be obtained by reviewing Safety Data Sheets (SDS).
- Identification of the hazardous gases, chemicals or materials involved along with the instructions on safe use and emergency action following accidental exposure.

PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment (PPE) protects employees and helps in controlling the danger from the risks of injury against workplace hazards. When the eyes, face, hands, extremities, or other parts of the body are exposed to workplace hazards that cannot be controlled by other means then PPE must be worn. PPE is the last line of defense and is not a substitute for engineering or administrative controls, or good work practices, but should be used in conjunction with those controls. Remember, using PPE does not eliminate the hazard. If the PPE fails or is used improperly, exposure to the hazard may occur.

Responsibilities

◆ Supervisor/ Lead Worker:

- ☐ Ensure that the required personal protective equipment is made available to, maintained properly, and worn by the employee.

◆ Employees:

- ☐ Responsible for wearing and/or using all safety equipment provided for its intended purpose.
- ☐ Following all safety policies and instructions.

Equipment and Usage:

◆ **Hard Hats and/or Head Protection:** Shall be worn when performing construction, repair, or inspection work, or on:

1. Construction sites where cranes, backhoes, scaffolding are present and whenever overhead hazards exist.
2. Trenches and hazardous confined spaces.
3. Wherever the Department Head, Supervisor, Lead Worker, or Safety Coordinator determines that a hazard exists.
4. Hair netting and/or other such protection shall be worn by an employee who has hair long enough to present a hazard while working around machinery.

◆ **Reflective clothing:** Approved reflective and protective clothing will be required when:

1. Employees are working within public right-of-way or are exposed to vehicular traffic.
2. Employees working night time operations.
3. Whenever the Department Head, Supervisor, Lead Worker, or Safety Coordinator or their designee determines that visibility danger is present.

Note: All flaggers shall have a flagging card issued by the proper authority. All flaggers will wear a hard hat, reflectorized outer garment and carry an approved sounding device such as a whistle or air horn. During emergency situations Police personnel are exempt when involved in traffic control. (It is recommended that a reflectorized vest or coat should be used.)

PERSONAL PROTECTIVE EQUIPMENT

continued

♦ **Eye and Face Protection:** Eye and face protectors shall be provided and worn where machines or operations present the hazards of:

1. Flying Objects
2. Glare
3. Liquids
4. Injurious Radiation
5. Or a combination of these hazards.

♦ **Respiratory Protection:** Respirators shall be provided when such equipment is necessary to protect the health of the employee. The employee shall use the provided respiratory protection in accordance with the instructions and training received.

♦ **Full Body Harness and Lifelines:** Where workers are employed above the floor, water surface, or the ground and it is impractical to provide temporary floors, staging, ladders, or scaffolds, safety belts, lifelines or life nets shall be provided and used by employees.

1. No employee shall enter a sewer, sewer flue, storm sewer duct, waterline, tunnel or other similar places without first notifying their supervisor. They shall wear a full body harness with a lifeline attached, when conditions require it.
2. The line shall be held by a fellow worker stationed at the opening which he enters. In such cases, signals shall be agreed upon and responded to immediately.

♦ **Approved Lifesaving Device**

Employees working over or on water, where a danger of drowning exists, shall wear a U.S. Coast Guard approved lifesaving device

♦ **Shirts or Protective Clothing:** Shirts or approved clothing shall be worn by all employees. No employee at any time shall work without some type of protective clothing above the waist.

1. Safety Chaps: Shall be worn by operator anytime a chain saw is in use.

♦ **Safety Shoes and Boots:** When provided by the City, safety shoes or boots shall be worn. (see hazard assessment)

♦ **Hearing Protection:** Shall be worn when the noise level reaches: 85 dBA

Section VI

Emergency Preparedness

EMERGENCY PREPAREDNESS

What Will We Do In An Emergency?

In case of fire

An evacuation map for each building is posted near its primary entrance. It shows the location of exits, fire extinguishers, first aid kits, and where to assemble outside. A fire evacuation drill will be conducted once a year. All fire extinguishers will be serviced on a yearly basis. This includes examining for pitting, cracks, and corrosion.

If you discover a fire

- ◆ Tell another person immediately. Call or have them call 911 and a supervisor.
- ◆ If the fire is small (such as a wastebasket fire) and there is minimal smoke, you may try to put it out with a fire extinguisher
- ◆ If the fire grows or there is thick smoke, do not continue to fight the fire.
- ◆ Tell other employees in the area to evacuate.
- ◆ Go to the designated assembly point outside the building.

If you are a Supervisor notified of a fire in your area

- ◆ Tell your employees to evacuate to the designated assembly location. Check that all employees have been evacuated from your area.
- ◆ Verify that 911 has been called.
- ◆ Determine if the fire has been extinguished. If the fire has grown or there is thick smoke, evacuate any employees trying to fight the fire.
- ◆ Tell supervisors in other areas to evacuate the building.
- ◆ Go to the designated assembly point and check that all your employees are accounted for. If an employee is missing, *do not* re-enter the building! Notify the responding fire personnel that an employee is missing and may be in the building.

Training and Education: Annually, the City is required to provide fire extinguishers training and education. It will be provided for the familiarization and general use principles of extinguisher operation and their capabilities.

EMERGENCY PREPAREDNESS *continued*

It's easy to remember how to use a fire extinguisher if you can remember the acronym **PASS**, which stands for **P**ull, **A**im, **S**queeze, and **S**weep.

Pull the pin. This will allow you to discharge the extinguisher.

Aim at the base of the fire. If you aim at the flames (which is frequently the temptation), the extinguishing agent will fly right through and do no good. You want to hit the fuel.

Squeeze the top handle or lever. This depresses a button that releases the pressurized extinguishing agent in the extinguisher.

Sweep from side to side until the fire is completely out. Start using the extinguisher from a safe distance away, then move forward. Once the fire is out, keep an eye on the area in case it re-ignites.

In case of earthquake

The west coast of the United States is subject to earthquakes. There will be no advance warning. The shock will be your only warning. An earthquake drill will be conducted each year to be determined by Safety Committee with suggestions from Fire Department. In the event of an earthquake:

If you are inside a building:

- ◆ Drop under a desk or table, cover your head and hold on. Stay away from windows, heavy cabinets, bookcases or glass dividers.
- ◆ When the shaking stops, employees are to check for damage in their immediate work area and available evacuation routes, then begin an evacuation of their area to the designated assembly location.
- ◆ Evacuation should proceed as quickly as possible since there may be aftershocks.
- ◆ Offer assistance to people who need help (elderly, mobility impaired, etc.)
- ◆ Supervisors must account for each employee in their work group as quickly as possible.
- ◆ First Aid certified employees should check for injuries and help evacuate injured employees. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
- ◆ If a gas odor is in the building, tell a supervisor to turn off the gas at the main. Open windows.
- ◆ Supervisors and First Aid employees must not re-enter the building once evacuation is complete.
- ◆ Do not approach or touch downed power lines or objects touched by downed power lines.
- ◆ Do not use the phone except for emergency use.
- ◆ Turn on a radio and listen for public safety instructions.

If you are outside:

- ◆ Stand away from buildings, trees, telephone and electric lines.

If you are on the road:

- ◆ Drive away from underpasses/overpasses. Stop in a safe area. Stay in the vehicle.

Section VII

Sample Forms

INCIDENT REPORT

MEMBER CITY/ORGANIZATION: Stanwood Date: _____

The person who was present at the time the incident occurred or was discovered shall complete this report. Information is to be recorded immediately and the form forwarded to the Member's Claims Contact Person (Finance Director) who will then forward a copy to Washington Cities Insurance Authority.

Name(s) of Member Personnel
Or Volunteer Involved

Department

Phone

_____	_____	_____
_____	_____	_____
_____	_____	_____

Name(s) of OTHERS Involved

Address

Phone

_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Incident: _____ Time: _____

Location (be Specific): _____

Describe all acts and resulting conditions in detail: _____

What active measures, or assistance (if any) did Member Employees take? _____

Reported by _____ Date Signed _____

City of Stanwood Employee's Report of an Injury/Illness

Instructions: Use this form to report work related injuries, illnesses, and other events that could have caused an injury or illness - no matter how minor. This helps identify and correct hazards before they cause serious injuries. Complete this form and give it to your supervisor as soon as possible after you are injured or become ill on the job. This form may also be used to report a near miss. **Please Print**

I am reporting a work related: ☐ Injury ☐ Illness ☐ Other

Your Name: _____ Job Title: _____

Supervisor: _____

Have you told your supervisor about this injury/near miss? ☐ Yes ☐ No

Date of injury: _____ Time of injury: _____

Name of witnesses (if any): _____

Where, exactly, did it happen? _____

What were you doing at the time? _____

Describe step by step what led up to the injury (continue on back if necessary):

What could have been done to prevent this injury?

What parts of your body were injured?

Did you see a doctor about this injury/illness? ☐ Yes ☐ No

If yes, whom did you see? _____

Doctor's Phone Number: _____

Date: _____ Time: _____

Has this part of your body been injured before? ☐ Yes ☐ No

If yes, when? _____

Your signature: _____ Date: _____

Report received by: _____ Date: _____

REPORT OF A WORKPLACE HAZARD

If you complete this form as an employee, give a completed copy to your supervisor and/or your Safety Committee delegate. If you don't want to include your name on the form, make sure to give enough details about the hazard so your employer can recognize and correct it.

Your name (optional): _____

Today's date: _____

Briefly describe the workplace hazard (if filling form out anonymously, please give more details - you may use the back if necessary): _____

Where is the hazard located? _____

Has the hazard been reported to your employer? () Yes () No

If yes, who was it reported to? _____

Describe what has been done to correct the hazard: _____

Who took action to correct the hazard? _____

Incident Investigation Report

This form will help document the findings of an investigation into an injury or incident in the workplace and must be completed as soon as possible after an injury or incident.

Employee(s) names (s): _____

Time and date of injury/illness: _____

Job title (s) and department (s): _____

Supervisor/Lead person: _____

Witnesses: _____

Description of the injury/illness including the parts of body where the injury occurred: _____

Did the injured employee(s) see a doctor: ☐ Yes ☐ No

If yes, was a worker's compensation form filed? ☐ Yes ☐ No

Did the injured employee(s) go home during their work shift? ☐ Yes ☐ No

If yes, list the date and time injured employee(s) left job(s): _____

Supervisor's Comments: _____

What could have been done to prevent this injury/incident? _____

Has the unsafe condition been corrected? () Yes () No

If Yes, what has been corrected? _____

If no, what needs to be done? _____

Employer or Supervisor's signature: _____

Date: _____

Additional comments/notes: _____

General Safety Checklist

General Policies and Practices

	(OK)	(if not OK) Location	Recommendations
Each department has safety rules.	☐	_____	_____ _____
Injuries must be reported immediately to the supervisor	☐	_____	_____ _____
Hazards must be reported to a supervisor immediately after they are discovered	☐	_____	_____ _____
Smoking is permitted in designated areas	☐	_____	_____ _____
Employees reporting for work under the influence of alcohol or drugs are subject to disciplinary action	☐	_____	_____ _____ _____
Only public employees are permitted to operate publicly owned vehicles and equipment	☐	_____	_____ _____ _____
All employees who operate a vehicle must have a valid drivers license	☐	_____	_____ _____ _____
Horseplay and practical jokes are prohibited	☐	_____	_____ _____
Employees must notify supervisors when taking prescription medication that causes reactions such as fatigue, dizziness or impaired vision or judgment	☐	_____	_____ _____ _____ _____
Accident and injury reports are reviewed by supervisors and discussed with employees	☐	_____	_____ _____ _____

Grounds and Building Entrances

	(OK)	(if not OK) Location	Recommendations
Grounds are free of unusual hazards such as holes, protrusions and other obstacles	☐	_____	_____ _____ _____
Trees are free of loose branches or protruding roots	☐	_____	_____ _____
Fences are structurally sound and free of holes	☐	_____	_____ _____
Sidewalks, entrances, steps, and lawns are properly maintained	☐	_____	_____ _____
Walkways and paved areas are free of cracks and loose pavement	☐	_____	_____ _____
All doors and windows are in working condition	☐	_____	_____ _____
Outside lighting is sufficient Around pedestrian traffic areas	☐	_____	_____ _____

Buildings and Structures

Ceilings are free of cracks	☐	_____	_____
Restrooms are free of water hazards	☐	_____	_____ _____
Handrails and treads in stairways are in good condition	☐	_____	_____ _____
Stairway risers are of proper height	☐	_____	_____
Lighting in stairways is adequate	☐	_____	_____
Floors are free of holes, splinters protruding nails, slippery areas and loose boards	☐	_____	_____ _____ _____

	(OK)	(if not OK) Location	Recommendations
All openings in floors are covered and marked	☐		
Aisles and passageways have adequate width and are unobstructed	☐		
Aisles and passageways are well defined, marked, or painted	☐		
Work areas have adequate lighting	☐		

Fire Safety

Emergency exits are properly marked	☐		
Each building has an evacuation and emergency preparedness plan	☐		
Employees are trained in fire fighting or are familiar with evacuation plans	☐		
Fire extinguishers and other fire fighting equipment is checked regularly	☐		
Sprinkler system is in good working condition	☐		
Fire alarms and smoke detectors are checked regularly	☐		
Rubbish and used chemicals are disposed of properly	☐		
Explosive or flammable materials are properly stored and ventilated	☐		

Machinery, Tools, and Equipment

All machinery and equipment is maintained properly	☐		
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	(OK)	(if not OK) Location	Recommendations
Belts, gears, chains, clutches and shafting are properly guarded	☐		
Effective point-of-operation guards are in place	☐		
Equipment and facilities are free of oil or grease spills	☐		
Gas cylinders are in working condition	☐		
Tampering or unauthorized use of any machinery or equipment is prohibited	☐		
Tools and machines are free of split or loose handles	☐		
All cutting edges are sharp	☐		
All tools are maintained in a good state of repair	☐		
Ladders, scaffolds, and sawhorses are of standard construction and in good condition	☐		
Ladders or self-locking step stools are of an approved design	☐		
Electrical tools, switch boxes, and fixtures are properly grounded	☐		
Wiring, fixtures, connections, and extension or portable cords are safely insulated and installed properly	☐		
Extension cords are free of frays and breaks	☐		
All electrical wall outlets and switches are in working order	☐		

Housekeeping

	(OK)	(if not OK) Location	Recommendations
Materials are properly stacked and stored according to established guidelines	☐	_____	_____ _____ _____
Overhead clearance is ample	☐	_____	_____
Work areas are neat and clean	☐	_____	_____
Work areas are free of hazardous materials	☐	_____	_____ _____
Desks, cabinets, and file drawers and/or doors are maintained properly	☐	_____	_____ _____
Aisles and walkways are kept clear at all times	☐	_____	_____ _____
Access to all emergency equipment such as fire extinguishers, emergency eye wash and showers are kept clear of obstacles	☐	_____	_____ _____ _____ _____

Employee Practices

All equipment and machinery is used properly	☐	_____	_____ _____
Materials are loaded and unloaded safely	☐	_____	_____ _____
Lifting is done in a proper manner	☐	_____	_____
Assistance is available to lift or move heavy objects	☐	_____	_____
Safety devices are used	☐	_____	_____
Workers refrain from engaging in horseplay	☐	_____	_____ _____

	(OK)	(if not OK) Location	Recommendations
Safety glasses, goggles, hard hats, vests, safety shoes, and other protective equipment is worn when required	☐		
Workers are prohibited from wearing jewelry while working on or around machinery or electrical circuits	☐		
Vehicles are operated in a safe manner at all times	☐		
Traffic cones, warning flags, and barriers are used in accordance with construction traffic control standards	☐		

First-Aid

Employees are trained in first-aid procedures	☐		
First-aid supplies are available and easily accessible at each work site	☐		
First-aid supplies are checked and replaced periodically to ensure freshness	☐		
Emergency procedures and Telephone numbers are posted	☐		

Minor Injury Log

Instructions: It is our policy that employees must report all injuries no matter how minor. Use this log to report minor injuries such as cuts and scrapes. Use this log even if you do not use any first aid supplies. If the injury is serious or you visit a doctor, you must make the report using an “Employee’s Report of an Accident” form.

Date	Injured Person’s Name	Where did it happen? E.g.: “on the roof”	Injury Description E.g.: “splinter under fingernail”	What first aid supplies were used?

Section VIII

Sample Guidelines

Section VII

Sample Guidelines

In-House Inspections

Inspections play an important role in the risk management process which consists of three steps:

Identification

Many times a loss exposure cannot be identified unless it is physically noticed. An inspection allows a visual assessment of facilities, equipment, and employee practices that could create a loss for the City.

Treatment

Inspections, by their very nature, necessitate action. An inspection uncovers risks or potential hazards that are present, but it is essential to use this information to make the necessary changes to correct the problem.

Monitoring

Inspections not only identify a risk or a potential hazard, they also reveal if the corrective methods employed are successful. Monitoring progress ensures a safer work environment.

Inspections are conducted to:

- Confirm safe working conditions
- Identify potential risks or hazards
- Review and follow-up on safety measures implemented
- Document corrective actions

To be effective, inspections must be:

- Structured and in a written format
- Ongoing and include feedback from employees
- Reviewed periodically
- Action-oriented

Areas to inspect should include:

- Buildings and office areas
- Machinery
- Work areas
- Loading docks
- Temporary structures
- Grounds and Landscaping
- Parks and recreational facilities
- Sidewalks, driveways, parking areas, roads and bridges, including signs and traffic signals
- Vehicles
- Utilities

How to conduct inspections:

- Use the *General Safety Checklist* to determine where inspections should be conducted and to determine which rules, procedures, or policies might affect losses
- Require supervisors or employees to conduct inspections on a regular basis
- Review inspections to determine what actions need to be taken to correct hazardous conditions or practices
- Ensure that all recommended actions are taken through follow-up inspections

What to look for during inspections:

- Possibility of objects or people falling
- Undesirable discharges into the environment
- Deterioration, deformation, and abrasion
- Inadequate lighting
- Effects of weather conditions
- Wear, leaks, corrosion, scaling, erosion, cracks, rotting
- Improper function of alarm systems
- Inadequate fire extinguishers
- Obstructed access to entrances, exits, emergency exits and halls
- Improperly marked and lighted exits
- Hazardous conditions in electrical, heating, ventilation, and plumbing systems
- Inappropriate or inaccessible first-aid supplies
- Improper safeguards for belts, pulleys, gears, flywheels, shafts, couplings, and point-of-operation machines
- Unprotected openings, holes, or defects in floors or floor coverings
- Improper maintenance-related items such as unmarked wet floors or loose wiring across floors
- Improper storage of hazardous materials

Hazard Reporting

Once a hazardous or dangerous condition is discovered, it must be reported to the appropriate parties so that action can be taken to correct the condition. A standard reporting procedure will ensure that all employees report hazards, as well as any incidents, accidents, or potential claims.

Reports of claims, accidents, or hazards will help:

- Identify problems in the work area
- Document incidents or hazards
- Predict where hazards or incidents may occur

Preventing future incidents is aided through the reporting of incidents as they occur. Review of incident reports can indicate areas where prevention efforts should be directed.

An effective reporting system involves:

- **Reviewing** the results of inspections
- **Communicating** where hazards exist
- **Providing Information** for assigning repair orders or other corrective actions
- **Monitoring** efforts to make repairs or take corrective action
- **Maintaining** records to identify hazards, losses or claims that occur repeatedly

Steps in the Reporting Process

- Clarify that the purpose and intended use of a report is to
 - a) Document injuries or property damage
 - b) Identify hazards
 - c) Monitor safe work methods
 - d) Assess the effectiveness of risk management policies and practices
- Create or find a form to be used to collect the necessary information. The form should be clear and uncomplicated without unnecessary questions. An existing form may be adapted to meet a specific need
- Clarify the role and responsibility of employees, supervisors, department heads, and special groups such as safety committees for reviewing incident reports
- Ensure that all employees know the proper procedure for completing and routing reports
- Monitor the use of the form to determine if the intended purpose is being met

Accident (Incident) Investigations

Accidents do not just happen; they are caused. After incidents (or accidents) involving employees, injuries, or property damage, the City is required to investigate to determine the cause. All incidents, including those occurring to volunteers or citizens, must be investigated by the supervisor responsible for the area in which the incident occurred. “Near misses” are incidents too, and even if they do not cause injury or damage, should be investigated as thoroughly as an incident that results in injury or property damage.

Remember - the purpose of investigating incidents is not to determine who was at fault, but to determine the cause so that similar incidents can be prevented in the future.

When an employee is injured or causes damage, the employee should document what occurred. The employee statement provides a basis for determining the facts surrounding the incident. Too often, the focus is on the *symptom*, such as frequent employee injuries, rather than the actual *problem*, such as failure to supervise employees, provide proper instructions and training, or enforce work rules.

Investigations provide:

- Documentation that can be used in analyzing whether claims are justified
- A basis for understanding what causes an accident—whether or not a loss occurred.
- Clues to determine what the actual problem is
- Formation of actions that can be taken to address the problem
- Information on incidents and losses that help identify trends and potential losses

Steps in the Investigation Process

After acquiring necessary medical aid for injured persons, supervisors should follow these steps for investigating accidents:

- 1) If possible, ask the person or persons involved to describe what happened. Do not fix blame or find fault; just get the facts
- 2) Survey the accident scene for information. Assemble any objects that might have contributed to the incident
- 3) Determine if there were any witnesses to the accident to get their accounts of the incident
- 4) Take whatever steps are necessary to prevent recurrences until the condition can be permanently corrected
- 5) Complete an *Incident Investigation Report*
- 6) Attach a copy of a police report to the Incident Investigation Report if one has been made

Most incidents occur due to a combination of an unsafe act and an unsafe physical condition. Look for both to draw a conclusion as to why the unsafe act was committed or why the condition existed.

Once an incident occurs, immediate action must be taken to prevent a recurrence. Indicate what needs to be done and specify who is responsible for completing the task.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: March 14, 2019

SUBJECT: Amend RH2 Task Order RH2-1 to include Generator and ShakeAlert design

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Contract Amendment

ISSUE

The issue in front of council is whether or not to authorize the Mayor to amend Task Order RH2-1 with RH2 Engineering to include the design of an on-site generator and the ShakeAlert advanced earthquake warning system.

SUMMARY STATEMENT

At their October 11, 2018 meeting Council authorized the Mayor to sign Task Order RH2-1 with RH2 to design a new water reservoir in the 297 zone. In working through the preliminary design some areas of concern were identified that will result in additional design work.

DISCUSSION

During preliminary design the need for a standby emergency on-site generator was identified. During the seismic evaluation it was determined that an isolation valve should be installed to potentially prevent a catastrophic water release in the event of an earthquake. There is also new technology being developed through the Pacific Northwest Seismic Network at the University of Washington and the United States Geological Survey, called ShakeAlert, that will provide early warning in the event of an earthquake and shut down key valves to prevent water loss and property damage. Neither of these tasks were identified in Task Order RH2-1 and staff is recommending they be added.

FINANCIAL IMPACT

The reservoir design task order was in the amount of \$208,426 and the additional work will increase that amount by \$54,443 for a total not to exceed amount of \$262,869.

COMMITTEE RECOMMENDATIONS

The Public Works Committee discussed this issue on March 4, 2019. Their recommendation to council is to authorize the Mayor to sign the amendment with RH2.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the amendment with RH2.
2. Do not authorize the Mayor to sign the amendment with RH2 and direct staff to areas of concern.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN AMENDMENT NUMBER 1 TO TASK ORDER RH2-1 WITH RH2 ENGINEERING TO PROVIDE GENERATOR DESIGN AND SHAKEALERT PILOT PROGRAM AND SEISMIC VALVE DESIGN NOT TO EXCEED \$54,443.

EXHIBIT A
Amendment No. 1 to Task Order RH2-1
Scope of Work
City of Stanwood
297 Zone Reservoir Predesign, Design, and Services During Bidding –
Generator Design and ShakeAlert Pilot Program and Seismic Valve
Design
January 2019

Background

Emergency Generator

As part of the 297 Reservoir design project, the City of Stanwood (City) has asked RH2 Engineering, Inc., (RH2) to design the installation of a permanent outdoor standby generator at its Knittle Booster Pump Station. The Knittle Booster Pump Station (BPS) pumps water from the 297 Reservoir to the 365 Zone Elevated Tank. The pump station currently contains a manual transfer switch and a receptacle for a portable generator. The City wants to replace this system with a permanent generator and automatic transfer switch.

This part of the project will include design services to facilitate the procurement and installation of a standby generator, concrete pad, controls, automatic transfer switch, underground conduit, and associated site improvements and electrical work. RH2 will provide design, specifications, and bid documents.

ShakeAlert Pilot Program

RH2 has been collaborating with the Pacific Northwest Seismic Network (PNSN) at the University of Washington and the United States Geological Survey (USGS) on a program designed to provide early warning of earthquakes that have the potential to cause damage to Northwest infrastructure and communities. The result of this collaboration, called ShakeAlert, has been approved for Pilot Testing in selected public water and wastewater municipalities in the Pacific Northwest. ShakeAlert consists of an extensive network of sensors spread throughout California, Oregon, and Washington, each connected to computer systems at the University of Washington and the University of California, Berkeley, and configured to provide early warning of an earthquake.

RH2 has developed a unique hardware and software device that has been specially designed for interfacing with the ShakeAlert system at the University of Washington and the control systems typically found in public water and wastewater utilities. This device is called an Advanced Seismic Control (ASC) and is a critical element in recognizing the early warning alert and sending that signal forward to water and wastewater systems ahead of an earthquake.

This part of the project involves the implementation of an ASC device into the proposed 297 Reservoir to attempt to protect it from potentially catastrophic water loss. Prior to implementation, the City will need to apply, and subsequently be approved by USGS, to be a participant in the ShakeAlert Pilot Program.

The City also has asked RH2 to provide a seismic control valve at the new 297 Zone Reservoir. This valve will be programmed to automatically close when an earthquake is sensed by the ShakeAlert early warning system. RH2 will provide coordination, design, specifications, and bid documents for system integration with the City's

supervisory control and data acquisition (SCADA) network and isolation valve. The City can integrate other automatic control steps with this signal in the future.

This part of the project will be pursued in phases as follows, wherein later phases will only be initiated if earlier phases are successful.

- Phase 1: Pilot Program Application, ASC Implementation, and Pilot Program Evaluation
- Phase 2: Seismic Valve Design

Task 1 – Generator Electrical Design

Objective: Prepare bid-ready design plans and specifications for the proposed electrical work at the Knittle BPS.

Approach:

- 1.1 Attend Site Visit – Visit the Knittle BPS to collect information for the electrical design related to the existing power distribution system, generator sizing, existing equipment dimensions, conduit routing, as-built drawings for the existing power distribution system and site layout, National Electric Code (NEC) compliance, and space evaluation for the proposed improvements.
- 1.2 Analyze Electrical Loads and Determine Generator Size – Using the information gathered during the site visit and other information made available by the City, perform an electrical load analysis to determine or confirm the electrical demand load. From this information, use generator sizing software tools to determine the generator size in kilowatts (kW).
- 1.3 Prepare Electrical Design –
 - Develop electrical plans for the removal of the existing manual transfer switch and receptacle and installation of the new generator and automatic transfer switch. Electrical plans will include a one-line diagram showing equipment layout, an electrical plan showing conduit routing and electrical equipment locations and modifications, a site plan showing the location of the generator and necessary site improvements for generator installation, generator installation details, electrical schedules, and electrical details.
 - Prepare technical specifications using RH2 standard technical specifications for this project. Coordinate with the City for incorporating the City's standard specifications and general conditions into the overall specifications.
 - Prepare an electrical construction cost estimate for City review purposes at the 90-percent review and a finalized version at design completion.
- 1.4 City Design Review – Provide the City with plans and specifications at the 90-percent design level for review. Edit plans and specifications based on City review comments.
- 1.5 Perform QA/QC Review – Provide quality assurance/quality control (QA/QC) services as part of this Scope of Work. Services will include a formal internal QA/QC process, which provides qualified professional review of the project design and final deliverables.

Assumptions:

- *RH2 shall use as-is and rely upon the accuracy and completeness of any data, information, or materials provided by the City or others for the purposes of this Scope of Work.*

Provided by City:

- Access to site.
- Review comments on 90-percent plans, technical specifications, and estimate.
- As-built drawings for the Knittle Booster Pump Station.
- City bid documents for non-technical specifications.

RH2 Deliverables:

- 90-percent and bid-ready final design documents (drawings and specifications) in electronic format (PDF).
- 90-percent and final construction cost estimates in electronic format (PDF).

Task 2 – Generator Services During Bidding

Objective: Provide limited technical assistance to the City during project bidding.

Approach:

- 2.1 Provide Bid Assistance – Respond to contractor and supplier questions that occur during bidding, as requested and provided to RH2 by the City. Prepare up to one (1) addendum during the bidding process.

Assumptions:

- *RH2 will respond to bidders' questions as directed by the City. This Scope of Work assumes that RH2 will not attend any bid openings. RH2 will provide assistance to the City up to the fee amount associated for Task 2 in **Exhibit B**. Once the fee amount for Task 2 has been reached, RH2 will notify the City. If the City requires assistance above and beyond the fee amount associated for Task 2, the City and RH2 will mutually agree upon an additional fee amount for continued technical assistance during project bidding.*

Provided by City:

- Advertisement for bids and distribution of bid documents and any addenda to bidders.
- Bid opening attendance and tabulation of received bids.
- Bid document production.

RH2 Deliverables:

- Up to one (1) addendum in electronic format (PDF).

Task 3 – ShakeAlert Pilot Program Application

Objective: Prepare a ShakeAlert Application for Proposed Pilot Implementation for submittal to the USGS.

Approach:

- 3.1 Confirm ASC Location and Actions – With input from City staff, identify the actions that are likely to be most beneficial at the facility to potentially improve the level of serviceability and usability of the

system following an earthquake (i.e., close a valve, disconnect power, etc.). This effort will consist of one (1) phone meeting with City staff to identify actions at each site chosen.

- 3.2 Submit ShakeAlert Pilot Program Application – Prepare and submit a ShakeAlert Pilot Program Application (Application) for review and approval by USGS. The Application will include a description of the City's water system components that will be integrated with the ShakeAlert system and what actions will be taken. *City will notify RH2 upon receipt of Application approval.*
- 3.3 Coordinate with USGS – Assist City staff as necessary to respond to questions or provide additional information for the Application.

Assumptions:

- *Acceptance (or rejection) of the Application is beyond the control of RH2 and City, and no date is warranted or implied for USGS response or Application approval.*

Provided by the City:

- Attendance at one (1) phone meeting.
- ASC location and actions to be performed.
- Notice of receipt of an approved Application.

RH2 Deliverables:

- Attendance at one (1) phone meeting with City staff.
- Submittal of the Application and follow-up coordination with USGS staff.

Task 4 – Advanced Seismic Control Implementation

Objective: Prepare and install one (1) ShakeAlert ASC device at the City's water system. The ASC device receives the ShakeAlert signal, calculates the local predicted earthquake intensity, and sends this information to the selected facilities or SCADA system for the City to take specified actions.

- 4.1 Confirm Installation Requirements – Confirm available electrical equipment and communication systems at the selected location for the ASC device. Submit ASC Installation Requirements to City for review and confirmation. Identify known issues with the interface and develop a strategy for installation. This step includes one (1) meeting with Mr. Jim Swanson and Mr. Dan Burwell of RH2 with City staff to discuss integration of the ASC device with the control valve on site (Task 6) and future SCADA system improvements desired.
- 4.2 Program ASC Software – Continue to develop and update software programming for the ASC device. The current software includes a user interface, automatic updates, built-in system checks, and the ability to perform periodic system testing. RH2 will continue to monitor and improve the programming as needed. RH2 retains ownership of the program and will provide it to the City for the City's use. *This subtask assumes a fixed fee of \$4,272 per unit for twenty (20) hours of programming costs.*
- 4.3 Purchase ASC Hardware – Coordinate the order for the ASC hardware through an established manufacturer. *The City will be provided with an invoice to submit payment to the manufacturer directly.* The device will be delivered to RH2 staff for final programming and checks.

- 4.4 Attend Meeting No. 1: ASC Pre-Installation – Discuss installation of the ASC device via video conferencing with City staff. Introduce the ASC user interface and discuss system installation and final programming. Confirm specified actions for up to two (2) predicted earthquake intensities using the Modified Mercalli Intensity (MMI) scale.
- 4.5 Test and Configure ASC – Customize programming for specified actions when the ASC device is received from the manufacturer. *The device will be delivered to RH2's Bothell office for testing and final configuration prior to delivery to the City.*
- 4.6 Attend Meeting No. 2: ASC Installation – Coordinate ASC device installation. On-site services will include SCADA system integration, testing and startup of the ASC device, and training for City staff on use and maintenance. Provide an operation and maintenance (O&M) manual.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by City or others in relation to this Scope of Work.*
- *At City's direction and risk, Task 4 may commence after submittal of the ShakeAlert Pilot Program Application, but before approval of the Application.*
- *RH2 will not install the ASC device; installation will be completed by others as arranged and paid for by the City.*
- *The City will purchase the ASC device from an established third-party manufacturer and will submit payment directly to the manufacturer. The device will be delivered to RH2's Bothell office for programming and final configuration prior to delivery to the City. Shipping costs will be submitted as a project expense for the City to pay.*
- *RH2 retains ownership of the ASC programming and is providing this programming for the City's use. Further the EULA between the City and USGS will be followed.*
- *Use of the ShakeAlert signal is free at the time of the drafting of this Scope of Work. However, it is possible that ongoing use of the signal may require a user fee to support costs associated with the service. The signal comes from USGS and potential fees are outside the control of RH2.*

Provided by City:

- Data regarding the electrical equipment and communication systems at the selected location for the ASC device.
- Review of design plans as needed.

RH2 Deliverables:

- ASC Installation Requirements Checklist in electronic (PDF) format.
- Agendas and meeting minutes for two (2) meetings with City staff in electronic (PDF) format.
- Design plans for installation of the ASC into the City's SCADA system in electronic (PDF) format.
- Provision of one (1) programmed ASC device.
- On-site integration, startup, testing, and training for the ASC device.

- ASC O&M Manual in electronic (PDF) format.

Task 5 – Pilot Program Evaluation

Objective: Assist City staff with monitoring and reporting on the use and benefit of the ShakeAlert Pilot Program and system.

- 5.1 Monitor ASC Device – Confirm operation of the ASC device and resulting signals through a series of phone calls with City staff for a period of one (1) year.
- 5.2 Prepare a Technical Memorandum for Pilot Program Evaluation – In a technical memorandum, document the activation of the ASC device, the water system response, and benefits/system disruption resulting from ShakeAlert signals for City and USGS purposes.

Provided by the City:

- Participation in follow-up phone calls to confirm ASC operation for one (1) year.

Assumptions:

- *No system maintenance is anticipated in this Task.*

RH2 Deliverables:

- Follow-up phone calls to confirm ASC operation for one (1) year.
- One (1) technical memorandum in electronic (PDF) format.

Task 6 – Seismic Valve Design

Objective: Design an automatic controlled isolation valve to isolate the reservoir during a seismic event if triggered by the ASC device.

- 6.1 Design Isolation Valve – Design and specify the isolation valve, including a 2-inch bypass line with manually operated valve. Develop technical specifications for the valve and actuator and a plan detail showing the valve, bypass line, and actuator in a small vault.

Assumptions:

- *The ASC will interface with this valve only. If the City desires to integrate its SCADA system with the ASC that work can be accommodated by future amendment.*

RH2 Deliverables:

- Isolation valve design plans and specifications in electronic (PDF) format.

Budget and Schedule

The proposed Fee Estimate for this Scope of Work is presented in **Exhibit B**. **The ASC hardware shall be purchased by the City direct from the manufacturer at an anticipated cost of \$7,000, not including tax. The ASC hardware cost is not included in Exhibit B.**

Task 3 – ShakeAlert Pilot Program Application is assumed to be submitted within four (4) weeks of notice to proceed.

Task 4 – Advanced Seismic Control Implementation is assumed to take approximately twelve (12) weeks and may begin prior to completion of Task 3 at the request of the City.

Task 5 – Pilot Program Evaluation is anticipated to take place over a period of one (1) year following ASC installation.

Task 6 – Completed with 297 Zone Reservoir final design plans for summer 2019 construction.

As much of the work will be defined as the project progresses, future phases cannot be accurately estimated at this time.

All work will be performed in accordance with the fully executed Task Approval Order Number RH2-1 as governed by the On-Call Professional Services Master Contract #2018-53 between the City and RH2. Elements of this work related to ShakeAlert also will be governed by the attached Pilot ShakeAlert License Agreement and Terms of Service, **Exhibit C**, wherein reference to USGS will include RH2.

EXHIBIT B**City of Stanwood****Amendment No. 1 to Task Order RH2-1****297 Zone Reservoir Predesign, Design, and Services During Bidding****Generator Design and ShakeAlert Pilot Program and Seismic Valve Design****Fee Estimate**

Description Classification		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Generator Electrical Design	144	\$ 24,420	\$ 2,533	\$ 26,953
Task 2	Generator Services During Bidding	22	\$ 3,802	\$ 343	\$ 4,145
Task 3	ShakeAlert Pilot Program Application	16	\$ 2,694	\$ 67	\$ 2,761
Task 4	Advanced Seismic Control Implementation	55	\$ 10,837	\$ 501	\$ 11,338
Task 5	Pilot Program Evaluation	17	\$ 3,266	\$ 90	\$ 3,356
Task 6	Seismic Valve Design	33	\$ 5,746	\$ 144	\$ 5,890
PROJECT TOTAL		287	\$ 50,765	\$ 3,678	\$ 54,443

Pilot ShakeAlert License Agreement and Terms of Service

YOU ARE ADVISED TO READ THIS AGREEMENT FULLY AND CAREFULLY AS IT CONTAINS OBLIGATIONS TO BE MET BY YOU AND ALSO INCLUDES A TRANSFER OF RIGHTS BACK TO USGS FOR FUTURE DEVELOPED TECHNOLOGY.

This Agreement is entered into between the United States Geological Survey ("USGS"), a bureau of the Department of Interior, having offices at 12201 Sunrise Valley Drive, Reston, Virginia, 20192, and the City of Stanwood (Name of Company, LICENSEE), This Agreement covers ShakeAlert products and services provided to LICENSEE by USGS pursuant to this agreement including the ShakeAlert server connections, data streams, the User Display application, other software, algorithms, associated media, printed materials, data, files and information and any online or electronic documentation (hereinafter "ShakeAlert Materials").

BACKGROUND

1. The USGS is authorized to develop a system capable of sending earthquake warning notifications as established by the Disaster Relief Act (P.L. 93-288, popularly known as the Stafford Act) and the National Earthquake Hazard Reduction Program, as enacted by the Earthquake Hazards Reduction Act of 1977, 42 U.S.C. §§ 7701 et seq. USGS, in partnership with the University of Washington, Caltech, UC Berkeley, and the University of Oregon is continuing to develop an Earthquake Early Warning (EEW) system. USGS's specific research objective is to develop the capability of issuing an alert within seconds of detecting an earthquake, thereby providing warning before destructive shaking arrives. This alert is currently delivered through a prototype system encompassed by the ShakeAlert materials, provided under this license.
2. This agreement is entered into under the authority of the Federal Technology Transfer Act of 1986, codified in 15 USC 3710(a), as amended. The purpose of this agreement is to further the research and development of the ShakeAlert Materials by granting access to LICENSEE to develop specific applications from the use of the ShakeAlert materials with aims to identify real world commercial application and use. "LICENSEE will provide feedback regarding the functionality of the ShakeAlert Materials.
3. The ShakeAlert Materials licensed under this agreement include real-time data streams that may include parameters derived from ground motion records, ground motion estimates, or earthquake source information including origin time, location, magnitude, fault rupture

description and duration, and ground motion estimates. These information streams begin shortly after an earthquake starts and update as the earthquake develops.

4. The ShakeAlert Materials licensed under this agreement includes an application currently referred to as UserDisplay that may run on a LICENSEE's computer and presents visual and audio information about the earthquake and when and how strong shaking will arrive at the user's location.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License Grant.** USGS grants LICENSEE, a non-exclusive, non-transferable, revocable without cause license to use ShakeAlert Materials provided that:
 - a. LICENSEE shall not advertise, sell, copy, modify, reverse engineer, publish, rent, lease, loan, sublicense, or distribute ShakeAlert Materials or derived products to any third-party or public without the prior written consent of USGS;
 - b. Access to the ShakeAlert Materials shall be governed by terms and conditions of this agreement. Access provided by the LICENSEE of ShakeAlert Materials, as an Alerting Service provider that receives ShakeAlert data, processes, triggers actions and redistributes as a service shall only be to a business client.
 - c. LICENSEE shall not interfere with or disrupt USGS or ShakeAlert servers or networks or servers or networks connected to them, or disobey any requirements, procedures, policies or regulations of ShakeAlert servers or networks;
 - d. LICENSEE is limited to five (5) concurrent connections to ShakeAlert servers unless granted additional connections, in writing, by USGS; and
 - e. LICENSEE may only charge client(s) a nominal fee, not in excess of actual cost incurred by LICENSEE, and may only use ShakeAlert Materials for the fields of use identified in Appendix A.

2. Publication

2.1 The name of the USGS or any of its trademarks and trade names shall not be used in any publications, advertisements, solicitation or endorsements without its prior written consent.

2.2 LICENSEE must obtain prior written approval from the USGS for any public information releases which refer to the Department of the Interior, the USGS, its employees, or ShakeAlert Materials.

- 3. Maintenance and Support.** USGS is under no obligation to provide maintenance for ShakeAlert Materials or notify LICENSEE of any fixes, patches, or updates to ShakeAlert Materials. If, in its sole discretion, USGS makes an update available to LICENSEE, it shall be deemed incorporated into the ShakeAlert Materials and subject to this Agreement. USGS reserves the right to make any and all changes to ShakeAlert Materials that it deems necessary to maintain and improve the function of the system.
- 4. Feedback.** As consideration for this Agreement, the LICENSEE shall, quarterly and upon request of USGS, provide suggestions and feedback regarding the ShakeAlert Materials, including, but not limited to, functionality, design, usability, bugs, and results of any testing performed by LICENSEE.
- 5. Passwords and Security.** LICENSEE is required to register as an authorized user for access to ShakeAlert Materials. Registration will include a user name, password and contact information ("User Credentials"). For convenience, usernames shall reasonably reflect the name of the LICENSEE. User Credentials must be kept accurate and up-to-date. LICENSEE is responsible for maintaining the confidentiality of its User Credentials and shall not share its User Credentials with anyone or use the User Credentials of others. USGS reserves the right to disable, delete or change Authorized User Credentials at any time and for any reason without notice.
- 6. Attribution.** If LICENSEE publishes research or otherwise publically discloses information related to the ShakeAlert Materials that is not prohibited by this Agreement, then LICENSEE upon written approval shall give appropriate credit to the USGS as the source of ShakeAlert Materials. LICENSEE may do so in any reasonable manner, but not in any way that suggests the USGS or U.S. Government endorses the LICENSEE or its products, services or opinions.
- 7. Prohibition on the Distribution of Warning Signals.** LICENSEES are not authorized to transmit messages, notifications, alerts, or warnings derived from the ShakeAlert Materials to non-business clients or the public unless specifically agreed to in a separate written agreement with USGS.
- 8. No Warranties Unless Expressly Provided.** ShakeAlert Materials are licensed for the purpose of continued research and development and, except as specifically stated in

this Agreement, the parties make no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or material, whether tangible or intangible, made or developed under or outside the scope of this Agreement, or the ownership, merchantability, or fitness for a particular purpose of any research, invention or material, or that a technology used by a Party in connection with the ShakeAlert Materials, or the ShakeAlert Materials, do not infringe any third-party patent rights. Furthermore, USGS does not warrant that ShakeAlert Materials will function at all times, in all geographic areas, be uninterrupted, be error-free or that any errors will be corrected.

9. Licensee Warranties. The LICENSEE warrants that:

- a. It has authority to enter into this Agreement;
 - b. The signatory has the authority to sign on behalf of the Licensee; and
 - c. The LICENSEE or any of the LICENSEE's personnel involved in performance under this Agreement are not debarred or suspended by any agency of Government.
- This warranty requires the LICENSEE to notify USGS if LICENSEE, or any personnel, becomes debarred or suspended during the term of this Agreement.

10. Indemnity. LICENSEE shall be responsible for the accuracy, completeness, and propriety of information concerning its organization, products, and services that LICENSEE furnishes to its business clients, the U.S. Government, its agents, officers, and employees (USGS) in connection with the performance of this Agreement. Accordingly, LICENSEE shall indemnify and hold USGS harmless from and against any and all claims, suits, losses, damage, costs, fees, and expenses from LICENSEE or third party claims made or brought against USGS based upon or arising out of or in connection with LICENSEE's use of ShakeAlert Materials or its business clients, including:

- a. Use of LICENSEE's products or services in connection with the services provided;
- b. Any business losses due to LICENSEE's use of the Shake Alert Materials; or
- c. Infringement or claims of infringement arising out of USGS's adherence to LICENSEE's written instructions.

11. Copyrights. LICENSEE shall not claim, file for or otherwise acquire an interest in any copyrights in the Shake Alert Materials. However, work performed by LICENSEE by virtue of its use of ShakeAlert Materials under this Agreement may generate copyrightable works of the LICENSEE, including software. LICENSEE grants to the Government a nonexclusive, irrevocable, paid-up license in such copyrighted works resulting from the work accomplished by virtue of this Agreement. Collaborator shall include the following statement on any copyrighted work(s) created by virtue of this

Agreement: "The U.S. Government has a copyright license in this work pursuant to an agreement with the U.S. Geological Survey, a bureau within the Department of Interior."

- 12. Patents and Trade Secrets.** LICENSEE shall not claim, file for or otherwise acquire an interest in any patents or trade secrets for the ShakeAlert Materials. However, work performed by the LICENSEE by virtue of its use of the ShakeAlert Materials under this agreement may generate patentable materials and/or trade secrets of the LICENSEE. The LICENSEE grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced any invention made by LICENSEE by virtue of this Agreement, regardless of whether the invention is patented, claimed as a trade secret or otherwise proprietary to LICENSEE, throughout the world by or on behalf of the Government for research or other Government purposes. Any patent application filed for an invention conceived or reduced to practice in the performance of this Agreement shall contain the following statement: "This invention was created in the performance of an agreement with the U.S. Geological Survey, a bureau within the Department of Interior, which has certain rights in this invention."
- 13. Term and Termination.** This LICENSE and access to ShakeAlert Materials shall be one year that automatically renews for successive one (1) year terms unless terminated by either party in writing. USGS shall not be liable for any damages claimed by LICENSEE or its clients as a result of the termination of this Agreement. Upon termination, LICENSEE shall immediately cease utilizing ShakeAlert Materials and return to USGS or destroy all copies of the ShakeAlert Materials in accordance with instructions from USGS.
- 14. Governing Law.** The validity and interpretation of this Agreement are subject to interpretation under Federal Law.
- 15. Entire Agreement.** This Agreement represents the entire understanding of the Parties, and supersedes all previous communications, written or oral, relating to the subject of this Agreement. If either Party desires a modification to this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of the modification. No modification shall be effective until a written amendment is signed by the signatories to this Agreement or their designees.
- 16. Export Controls.** Collaborator agrees to comply with U.S. export law and regulations.

17. Severability. If a provision of this Agreement is found illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

By signing this agreement, I hereby agree to all of the terms, conditions and obligations included in this ShakeAlert License Agreement and Terms of Service.

_____ Signature		_____ Date
_____ Title and Printed Name of Organization		
_____ Address		
_____ City	_____ State	_____ Zip Code
_____ Phone		_____ E-mail

Appendix A: Acceptable fields of use for ShakeAlert Materials

The USGS grants to LICENSEE rights related to products and services derived from the ShakeAlert Materials for the purposes of situational awareness and reducing damage, injury and loss of life due to earthquake shaking.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9c

DATE: March 14, 2019

SUBJECT: Interlocal Agreement between Stillaguamish Outdoor Media and Stanwood for Outdoor Advertising Display Services

CONTACT PERSON: Krista Hintz, Administrative Assistant
Jennifer Ferguson, City Administrator

ATTACHMENTS: A – ILA with Stillaguamish Outdoor Media Outdoor Advertising Display Agreement

PURPOSE

The purpose of this agenda item is for City Council consideration of authorizing the Mayor to sign an Interlocal Agreement (ILA) between the City of Stanwood and Stillaguamish Outdoor Media for 15 tourism billboard advertising through Full Exposure slots in June and July and a Half Exposure slot in August 2019.

RECOMMENDATION

Authorize the Mayor to sign the ILA between the City of Stanwood and Stillaguamish Outdoor Media for use of the southbound Interstate 5 digital billboard south of exit 206.

SUMMARY

The digital billboard located south of exit 206 is visible to 51,000 vehicles per day. A Full Slot displays an ad every 72 seconds, 50 plays per hour, 1,200 plays per day and 36,000 plays per month. A Half Slot displays an ad every 144 seconds, 25 plays per hour, 600 plays per day and 18,000 plays per month. Use of the digital billboard supports the City Council initiatives to enhance our tourism related efforts to bring visitors to the community and will raise resident's awareness of the many city events, especially during the summer and fall.

FINANCIAL IMPACT

Stillaguamish Outdoor Media provides the digital billboard and up to three (3) hours of digital design time per month. The fees are \$2,500 per month for a Full Slot campaign and \$2,000 per month for a Half Slot campaign for a total of \$7,000. An initial payment

of \$2,500 is due prior to June 1, 2019. The city will supplement these fees by subletting the exposure time to organizations holding events in the City of Stanwood.

COMMITTEE RECOMMENDATION

This was not reviewed by committee.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Interlocal Agreement with Stillaguamish Outdoor Media to provide outdoor advertising display services for June, July and August 2019.

This action implies the City Council supports the use of Digital Billboard 2 for digital marketing outside the city.

2. Do not authorize the Mayor to sign the Interlocal Agreement with Stillaguamish Outdoor Media to provide outdoor advertising display services for June, July and August 2019 and direct staff to areas of concern.

This alternative indicates the City Council has questions or concerns about the use of digital billboards along Interstate 5 or the ILA with Stillaguamish Outdoor Media.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH STILLAGUAMISH OUTDOOR MEDIA TO PROVIDE OUTDOOR ADVERTISING DISPLAY SERVICES FOR JUNE, JULY AND AUGUST 2019.



OUTDOOR ADVERTISING DISPLAY AGREEMENT

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ADVERTISER

Company: City of Stanwood
Name: Leonard Kelley Title: Mayor
Business Address: 10220 270th St. NW
City: Stanwood State: WA Zipcode: 98292
Phone: 360-629-2181 Cell: _____ Fax: _____
Email: _____

STILLAGUAMISH OUTDOOR MEDIA CORPORATION

Stillaguamish Outdoor Media Corp.
3322 236th Street, Arlington, WA 98223
Tel: (360) 572-3077 | Fax: (360) 572-3078
Email: sales@stillaguamishoutdoors.com Web: www.stillaguamishoutdoors.com

Stillaguamish Outdoor Media Corp. is a tribally chartered corporation of the Stillaguamish Tribe of Indians.

AGREEMENT

This order and agreement (hereinafter "Agreement") between City of Stanwood (hereinafter "Advertiser") and Stillaguamish Outdoor Media Corporation (hereinafter "Stillaguamish Outdoors"), is effective on the date signed by Stillaguamish Outdoors, after acceptance by the Advertiser. The Advertiser does hereby authorize and instruct Stillaguamish Outdoors to produce artwork for the purposes of digital outdoor advertising utilizing digital billboard structures owned by Stillaguamish Outdoors. Stillaguamish Outdoors hereby agrees to produce and maintain such artwork in a professional and workmanlike manner at the price per month indicated on this Agreement.

Stillaguamish Outdoors will include up to three (3) hours of digital design time per month at no additional cost to the monthly Agreement. This will normally allow for up to three (3) artwork designs to be included in the monthly cost of the digital advertising campaign provided print or design ready graphics or artwork is provided. Additional design time shall be billed at a regular rate of \$65 per hour, unless specifically stated otherwise in this Agreement. Stillaguamish Outdoors agrees to notify Advertiser in advance if requested design(s) will exceed the included three (3) hours of design time and to provide a quote for the requested design. The Advertiser agrees that payment in full is required for extra design time before the work will commence.

ADVERTISING LOCATION

☐ DB-1 ☒ DB-2 ☐ DB-3 ☐ _____

Description of location: _____

Advertiser initials X _____



DESCRIPTION OF CAMPAIGN

- ☒ Full slot campaign \$ 2500 /month ☒ Half (1/2) slot campaign \$ 2000 /month ☐ Quarter (1/4) slot campaign \$ _____ /month

An initial payment of \$ 2500 is due in advance, which constitutes the first months (30 days) payment. The regular monthly payment for advertising services will be \$ 2500 for the duration of the term stated below. Stillaguamish Outdoors will notify Advertiser in writing of the date of publication and Advertiser agrees to pay for the advertising displayed from the date of publication to the first day of the first full calendar month of the term on a pro-rate basis calculated on a thirty (30) day month. Charges from the date of installation to the first day of the first full calendar month of the term shall be separately billed and paid by Advertiser. The Advertiser agrees that all advertising and any extra agreed upon design services are due and payable in advance on or before the first (1st) calendar day of every month. In the event of non-payment or returned payment, the Advertiser agrees that Stillaguamish Outdoors reserves the right to suspend, hold or cancel all provided advertising and design services until payment is received in full.

TERM OF AGREEMENT

This agreement commences on 6-1-19 for a period of;

- ☐ (90) Days ☐ (180) days ☐ (365) days ☐ Month to month
☐ Three months ☐ Six months ☐ 1 year ☐ 30 Days 2 mo (June/July)

Stillaguamish Outdoors guarantees that the agreed upon base monthly rate for the campaign will remain fixed until the end of the term of agreement stated above. This Agreement will continue on a month to month basis after the term stated above unless the Advertiser or Stillaguamish Outdoors provides a written notice of non-renewal in person or by certified mail with return receipt requested, not less than sixty (60) days prior to end of term. Terminal of a month to month continuance shall be accomplished by either party giving the other a sixty (60) day written notice by certified mail with return receipt requested of termination to be made effective at the end of a month. Month to month payment terms are subject to periodic rate adjustments by Stillaguamish Outdoors. Stillaguamish Outdoors agrees to notify Advertiser on month to month payment terms in person, via electronic means or certified mail with return receipt requested of any proposed rate adjustments no less than sixty (60) days prior to effective date of adjustment. In the event a renewal of this Agreement is signed, prior to the end of term above stated, then there will be no month to month continuance of this Agreement, but instead the renewal Agreement will go into effect on the date indicated.

OTHER SERVICES, AMENDMENTS OR COMMENTS

DB-2, Full slot, June
DB-2, Full slot, July
DB2, 1/2 slot, August

STANDARD CONDITIONS

IT IS AGREED THAT THE FOLLOWING PROVISIONS ARE INCORPORATED INTO AND MADE PART OF THIS CONTRACT.

1. By signing this agreement, the Advertiser is solely responsible for and agrees to furnish print-ready design material or artwork, which will allow Stillaguamish Outdoors to design finished artwork for the outdoor advertising display. If artwork is not available, Stillaguamish Outdoors will provide a quote to design the required artwork for the outdoor advertising display, which must be accepted within fifteen (15) days from receipt. Upon acceptance of the quote, the Advertiser agrees to compensate Stillaguamish Outdoors the agreed upon amount for extra design services. The Advertiser agrees that if required material is not provided and/or an agreement for extra design time has not been reached by the fifteenth (15) day from acceptance of Agreement, Stillaguamish Outdoors reserves the right to bill the advertiser at the regular agreed upon monthly advertising rate. Stillaguamish Outdoors may also elect to bill Advertiser from said thirtieth (30) day, or any day after the thirtieth (30) day for any untimely delays by Advertiser to approve prepared artwork. The billing date shall become the commencement date of this Agreement unless otherwise stipulated on the face of this Agreement. If a specific commencement date is stipulated for a new outdoor advertising display, that date shall be the billing commencement date regardless of the date artwork is received. If this is a renewal agreement, billing shall continue as stipulated in the Agreement regardless of the actual reprint date, if any.
2. Upon receipt of design materials or payment for extra design time, Stillaguamish Outdoors will develop artwork for the outdoor advertising display for the Advertiser's approval utilizing the included three (3) hours of monthly design time. Any changes/revisions that exceed the included design hours will be billed separately at \$65.00 per hour and must be paid in full before final artwork is published. Upon receiving approval of the artwork by the Advertiser, Stillaguamish Outdoors agrees to publish the artwork to the outdoor advertising display in a prompt manner, no more than seven (7) working days from the date of acceptance. Services rendered for monthly outdoor advertising begins on the effective date of publication.
3. Upon completion of the outdoor advertising display, Stillaguamish Outdoors shall bill Advertiser in advance for the rate per month thereof in equal monthly payments. Each payment shall be due and payable on the first (1st) day of each calendar month. Any prorated amount due for the advertising from the date of publication to the beginning of the first (1st) full calendar month of the term shall be separately billed to and paid by Advertiser. In the event payment is not received within fifteen (15) days after the due date, Stillaguamish Outdoors may in addition to the amount due, assess a late charge equal to 5% of the unpaid amount and the unpaid amount shall accrue interest at the rate of 18% per annum, computed from the due date until the date of payment is actually received.
4. Any payment not received within (15) days of the due date shall constitute a default of this agreement. Should advertiser default on any of the payments when due thereunder, Stillaguamish Outdoors in addition to other available remedies will be entitled to discontinue service on the Outdoor advertising display covered in this agreement without further notice and re-sell it to other advertisers or may other use of the outdoor advertising space. Stillaguamish Outdoors may elect to bill Advertiser for the balance of the rate charges for the period covered by this Agreement. In that event, Stillaguamish Outdoor's damages shall be the difference between the rates charged for the balance of the Agreement period, less any amounts actually recovered by Stillaguamish Outdoors through the resale of the outdoor advertising space to other advertisers. In addition, a charge equal to fifteen percent (15%) of the outstanding amount to the end of the Agreement shall be added and billed to Advertiser to cover Stillaguamish Outdoor's anticipated administrative expenses and other costs in re-selling the outdoor advertising space.
5. In the event of loss or damage to the advertising location specified in this agreement, Stillaguamish Outdoors may, subject to the approval of Advertiser, provide Advertiser with a replacement location of at least equal advertising value. In the event that Stillaguamish Outdoors determines that a replacement location is not readily available, Stillaguamish Outdoors shall have the option to terminate this Agreement. In the event of any temporary loss of service, this Agreement shall be extended beyond the end date of this Agreement herein provided for a period of time equal to the time of loss of service. The parties agree that such extended service shall be equal in value to any credit that may otherwise be due to Advertiser. All prorated charges and credits are to be computed on the basis of a thirty (30) day month.
6. The advertiser agrees that Stillaguamish Outdoors cannot and does not offer any guarantees of the effectiveness of any advertising campaign. Stillaguamish Outdoors does not offer any representations beyond what is specifically stated in this Agreement. The Advertiser agrees to hold Stillaguamish Outdoors harmless for any and all claims or demands that result from displayed advertising content.



7. In the event that Stillaguamish Outdoors, for whatever reason, is unable to deliver any portion of the services called out in this Agreement, Stillaguamish Outdoors reserves the right to eliminate that service from this Agreement and credit the Advertiser for the portion not delivered with fifteen (15) days of notice to Advertiser. If Stillaguamish Outdoors, for whatever reason wishes to terminate this Agreement, it may do so by removing the display and prorating the fees/amounts invoiced to Advertiser up to the day before the day the outdoor advertising display was removed.
8. Any delay by Stillaguamish Outdoors in the performance of this Agreement as a result of the acts of God, force majeure or other cause beyond the control of Stillaguamish Outdoors, including but not limited to strike, work stoppage, picketing, damage or other action caused by a labor organization or employees thereof shall not constitute a ground for cancellation. In the event that service is lost as a result of the foregoing, Advertiser's sole remedy hereunder will be an appropriate credit for the delay in the form of extended service as provided in Paragraph five (5) of this agreement.
9. Stillaguamish Outdoors reserves the right at any time either before or after publication to censor, reject or withdraw any advertising copy under this Agreement, which Stillaguamish Outdoors deems to be objectionable, promote illegal activity, promote hate messages towards any organized group, content which attracts negative publicity, or controversy from the community. The Advertiser agrees to defend, indemnify and hold Stillaguamish Outdoors harmless from any dispute, loss, liability, claims and demands arising out of the character, content, or subject matter of any advertising content displayed pursuant to this Agreement, which duty of indemnification shall include the defense of Stillaguamish Outdoors by legal counsel reasonably acceptable to Stillaguamish Outdoors at the sole cost and expense of the Advertiser. The duty of indemnification by Advertiser shall survive any termination of this Agreement.
10. This Agreement represents the entire Agreement between the parties. Stillaguamish Outdoors shall not be bound by any promises, representations or agreements not expressly incorporated therein.
11. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
12. Neither the rights nor the duties of the Advertiser herein may be assigned or delegated without the prior written consent of Stillaguamish Outdoors having first being obtained. Subject to the foregoing, this Agreement, at Stillaguamish Outdoor's option, shall be binding upon the heirs, representatives, successors and assignees of the parties hereto.
13. Advertiser shall be responsible to Stillaguamish Outdoors for any attorney fees Stillaguamish Outdoors incurs for the purpose of enforcing the terms of this Agreement, whether or not Stillaguamish Outdoors initiates litigation. In the event that either party initiates litigation to enforce or recover damages under this Agreement, it is agreed that the prevailing party shall be entitled to recover, at trial and on appeal and review, in addition to amounts ordered by the court and any damages due hereunder, reasonable attorney fees and court costs.
14. Advertiser agrees that all advertising content, designs and artwork remain the exclusive property of Stillaguamish Outdoors for all purposes and may be copyrighted and shall not be copied, reproduced or released to other parties without written approval by Stillaguamish Outdoors.
15. Advertiser agrees to perform this Agreement within the boundaries of the Stillaguamish Tribe of Indians reservation, Snohomish County, Washington, by making payment on the same to the office of Stillaguamish Outdoor Media Corporation; 3322 236th Street, Arlington, WA 98223.
16. Advertiser and Stillaguamish Outdoors agree that the sole and exclusive jurisdiction over any disputes arising out of this Agreement shall be in the Stillaguamish Tribe of Indians Tribal Court. Any dispute shall be determined under the laws of the Stillaguamish Tribe of Indians. Nothing herein shall be deemed to waive the sovereign immunity of the Stillaguamish Tribe of Indians, or its enterprises, agents or employees.



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17. In the event that a dispute shall arise between the parties to this Agreement, the parties agree to first participate in mediation. The parties agree to share equally the costs of the mediation. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involved no formal court procedures or rules of evidence and the mediator does not have the power to render a binding decision or force an agreement on the parties.
18. Unless otherwise stipulated on the face of this agreement, no discounts or commissions of any kind may be deducted by the Advertiser, his agents or agencies.
19. If this agreement is signed by an Advertising Agency, either on behalf of the actual advertiser or in addition to the actual Advertiser, the term "Advertiser" as used herein shall include both the actual Advertiser and the Advertising Agency where applicable, and all obligation of the Advertiser hereunder shall be the joint and several obligations of both the actual Advertiser and the Advertising Agency.
20. Advertiser and/or Advertising Agency warrant and represent that the person signing this Agreement has been authorized to enter into this Agreement and bind Advertiser and/or Advertising Agency to the terms hereof pursuant to all requisite Stillaguamish Outdoors or other business entity action. Advertiser and/or Advertising Agency agree that, upon any action by Stillaguamish Outdoors performed in reliance on this Agreement, Advertiser and/or Advertising Agency are deemed to have waived any claim that this Agreement is invalid by reason of lack of authority of the person or persons whose signatures appear on this Agreement.
21. No Advertising Agency commission provided for on the face of this Agreement shall be due if advance payments are not received by Stillaguamish Outdoors within fifteen (15) days of invoice due date.
22. This Agreement may not be cancelled, terminated or vacated by Advertiser for any reason whatsoever.
23. Advertising Agency may not collect from the actual advertiser any amount greater than the rate per month shown on the face of this Agreement for the outdoor advertising space covered by this agreement.

ACCEPTANCE

Accepted by Advertiser

X _____
Printed name of Advertiser Date

X _____
Authorized signature Title

Accepted by Stillaguamish Outdoor Media

Signature [Signature] Title Tech Manager Date 2-19-19

Advertiser initials X _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9d

DATE: March 14, 2019

SUBJECT: Grant Acceptance, Agreement with the Port of Seattle and Amendment to Stanwood Chamber Agreement

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – Port of Seattle 2019 Tourism Marketing Enhancement Agreement
B – Stanwood Chamber Professional Services Agreement

PURPOSE

The purpose of this agenda item is for Council consideration of and authorization for the Mayor to sign the Port of Seattle grant agreement and accept the \$7,500 award to revise the Discoverstanwoodcamano.com website platform to be user friendly for the traveler, improve mobile responsiveness and capture the awareness of an out-of-state market. A City match of \$3,750 is required for an overall project cost of \$11,250. Additionally, the current agreement between the City and Stanwood Chamber needs amending to reflect the additional work associated with the new grant.

RECOMMENDATION

Authorize the Mayor to sign the Port of Seattle grant agreement and accept the 2019 Tourism Marketing Enhancement grant award of \$7,500; and,

Authorize the Mayor to sign the Amended Stanwood Chamber of Commerce professional services agreement to facilitate the new Port of Seattle grant project work.

SUMMARY

The www.discoverstanwoodcamano.com website promotes our regions tourism initiatives. Both the Discover Stanwood Camano magazine and the website have been successful in bringing visitors to our community. The focus of this grant application was to continue to enhance our tourism initiatives by attracting out-of-state visitors through improved website features.

DISCUSSION

The website and magazine were transferred to the City of Stanwood and the Stanwood Chamber of Commerce for a formal governance structure and destination marketing services organizations.

The www.discoverstanwoodcamano.com website was built to attract the leisure day traveler to the outdoor adventure market and small town attractions and events. The magazine and website have been a success and the policy question for the city council is whether to accept the grant award of \$7,500 for the enhancement project, allocate \$3,750 of city funds, and to amend the agreement with the Stanwood Chamber of Commerce to facilitate this grant project.

DISCUSSION

The www.discoverstanwoodcamano.com website has created a convenient way for visitors to see more than the main attractions within Washington State that inspire their visit. The website includes information on how to reach the Port Susan region and encourages visitors to stay and come again. There is an abundance of diverse tourism assets in Snohomish County and the Port Susan region. The www.discoverstanwoodcamano.com website highlights the abundant network of attractions in our tourism exploration zone.

According to the 2010 Snohomish County Tourism Strategic Plan, Snohomish County is best known for anchor attractions such as aviation, tribal gaming, and outdoor recreation. Sustaining clusters include arts, culture, heritage, food and agriculture, small town experiences, and hidden assets. Hidden assets are defined as those places, people, and activities that are authentic to a region. Trips to discover "hidden assets" continues to be a growing travel trend. When visitors explore new communities and places they seek experiences that are unique to the place they are visiting.

The integration of the hidden assets found in Stanwood with the more significant attractions in nearby communities has brought many benefits: deepening and creating more authentic visitor experiences; bridging business and leisure travel; and improving the financial success of our small town and natural resource assets.

FISCAL IMPACT

The grant agreement requires a 50% city match in the amount of \$3,750 and may require a budget amendment.

COMMITTEE RECOMMENDATION

This has not been discussed by council committee.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the agreement and accept the grant with the Port of Seattle.
2. Authorize the Mayor to sign the amendment to the Stanwood Chamber of Commerce agreement to facilitate this grant project
3. Do not authorize the Mayor to sign the Port of Seattle agreement; nor accept the grant and do not authorize the Mayor to sign the amendment to the Stanwood Chamber agreement.

RECOMMENDED MOTIONS – TWO MOTIONS

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE GRANT AGREEMENT AND ACCEPT THE GRANT AWARD OF \$7,500 WITH THE PORT OF SEATTLE AS PART OF THE FUNDING FOR THE ENHANCEMENT OF THE "WWW.DISCOVERSTANWOODCAMANO.COM" WEBSITE TO PROMOTE THE CITY OF STANWOOD AS A TOURIST DESTINATION AND ATTRACT OUT-OF-STATE VISITORS.

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE AMENDED AGREEMENT WITH THE STANWOOD CHAMBER OF COMMERCE FOR THE ENHANCEMENT OF THE "WWW.DISCOVERSTANWOODCAMANO.COM" WEBSITE AS DEFINED BY THE PORT OF SEATTLE TOURISM GRANT TO PROMOTE THE CITY OF STANWOOD AS A TOURIST DESTINATION AND ATTRACT OUT-OF-STATE VISITORS.

AGREEMENT – S-00319734

THIS AGREEMENT is between the Port Seattle (the “Port”) and City of Stanwood (the “Vendor”), who, in consideration of the mutual promises contained herein, agree:

1. SERVICE

Vendor shall furnish the Service(s) specified or indicated in the Agreement Documents which are generally described as Agreement for Promotion Services (hereinafter also referred to as the “Services”) as specified herein.

2. AGREEMENT TIME

The initial term of this Agreement shall commence on the date of execution by the Port and shall not to extend beyond November 30, 2019.

3. AGREEMENT RATES

Payment will be made on a firm fixed price (lump sum) basis in accordance with the mutually agreed upon Milestones and Schedule of Fees set forth in the Scope of Work/Specific Requirements, Attachment A. The total potential compensation payable to Vendor shall not exceed \$7,500.00. Said compensation shall fully compensate Vendor for all risk, loss, damages or expense of whatever character arising out of the nature of the Services or the prosecution thereof; and for all expenses incurred in the consequence of the suspension or discontinuance of the Services as specified under this Agreement.

4. ORDER OF PRECEDENCE

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. The Agreement Documents set forth below represent the entire and integrated Agreement between the Port and City of Stanwood. Any inconsistency in the Agreement Documents shall be resolved in the following order of precedence:

1. Agreements Amendments Executed after Agreement Award
2. The Agreement
3. General Conditions, Attachment A
4. Scope of Work/Specific Requirements, Attachment B

The Agreement Documents set forth above represent the entire and integrated Agreement between the parties hereto.

The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to the Port and Vendor.

PORT OF SEATTLE

CITY OF STANWOOD

By: Sherry Weiss

By: _____

Buyer, Purchasing

Signature

Signature

Dated

Dated

Address for Giving Notice:

Port of Seattle, CPO - Procurement

P.O. Box 1209

Seattle, WA 98111

Phone (206) 728-5615

Address for Giving Notice:

Email:

Phone:

ATTACHMENT A - GENERAL CONDITIONS

GC-1 TITLES OR HEADINGS: The titles or headings of the sections, divisions, parts, articles, paragraphs, or subparagraphs, of the Contract Documents are intended only for convenience of reference and shall not be considered as having any bearing on the interpretation of the text.

GC-2 ABBREVIATIONS: Abbreviations may be utilized throughout the Contract Documents. Any such abbreviation, unless well-known technical, trade meaning commonly understood in the Vendor's industry, will be defined in the particular portion of the Contract Documents where it is used.

GC-3 INDEMNIFICATION AND HOLD HARMLESS:

A. Vendor shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Contract (including, without limitation, product liability claims by persons who may subsequently purchase the Services from the Port, claims for patent, trademark, copyright, trade or franchising infringement, and from all claims arising from Vendors failure to comply with paragraphs GC-5, GC-6, GC-14 of these General Conditions); Provided, however, if and to the extent that these General Conditions are construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Port, and (2) Vendor, its agents, or its employees, it is expressly agreed that Vendor's obligations of indemnity under this paragraph shall be effective only to the extent of Vendor's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require Vendor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

B. In any and all claims against the Port, by any employee of Vendor, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of subparagraph "A" above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for Vendor, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the parties hereto that Vendor expressly waives any immunity Vendor might have had under such laws. By executing the Contract Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

C. Vendor shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

GC-4 COMPLY WITH ALL LAWS:

The Vendor shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to those environmental laws and other laws listed in the Contract Documents and other laws referred to herein, which in any manner apply to the performance of this Contract. Such compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties and duties.

GC-5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT:

During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the requirements of the following non-discrimination statutes and authorities which are hereby incorporated; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

D. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

E. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);

G. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

H. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)

GC-6 NON-DISCRIMINATION POLICY: It is the basic policy of the Port of Seattle to provide equal opportunity to the users of all Port services and facilities and all contracting entities. Specifically, the Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the Port's employees, customers, consultants, Vendors, and suppliers to the extent possible as required by law. Submission of a properly executed Contract constitutes a contractual commitment to the terms of this resolution.

GC-7 CONTRACT TIME: All time limits stated in the Contract Documents, specifically including the Contract Time, are of the essence of this Contract. While the Buyer may, in certain circumstances, provide a written extension, reduction or waiver of certain time limits, the Contract Time may be extended or reduced only by Amendment.

GC-8 EXTENSIONS OF CONTRACT TIME; COMPENSATION:

A. Force Majeure. If an extension of Contract Time is warranted as a result of force majeure, Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages PROVIDED VENDOR NOTIFIES THE PORT, IMMEDIATELY IN WRITING OF SUCH PENDING OR ACTUAL DELAY. The extension of Contract Time will be limited to the period of time the Port determines the procurement was delayed/extended. All decisions by the Port regarding extensions of time shall be final.

B. Reasonable Delays. The Vendor should anticipate that some reasonable delays, including those caused by normal weather patterns, will occur. The Vendor shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.

C. Non-Excusable and Non-Compensable Delays. Delays in the prosecution of the Services that could have been avoided by the exercise of due care, coordination and diligence on the part of the Vendor, its suppliers are neither excusable nor

compensable under the Contract. No extension of Contract Time or increase in the Contract Sum shall be allowed for any claimed delay that is caused by or results from the breach, fault, negligence, or collusion of the Vendor, or its suppliers.

GC-9 AUDITS AND RETENTION OF RECORDS:

A. The Port or its designee and other authorized representatives of the State of Washington shall have the right to inspect, audit or copy documents for the evaluation and determination of any issue related to the Contract or to the Vendor's performance thereunder, specifically including but not limited to any Claims brought by the Vendor or any supplier at all reasonable times.

B. For the above-referenced purpose, all of the documents related to this Contract shall be open to inspection, audit, or copying by the Port or its designee:

- During the Contract Time;
- For a period of not less than six (6) years after the date of Contract Completion or termination of the Contract; and
- If any Claim, audit, or litigation arising out of, in connection with, or related to this Contract is initiated, all documents and records shall be resolved or completed, whichever occurs later.
- The Vendor shall retain the documents related to this Contract for the periods required above. The Vendor shall also ensure that the documents of all suppliers shall be retained and open to similar inspection or audit for the periods required above by incorporating the provisions of this Audit Paragraph into any agreements with suppliers related to this Contract.

C. The Vendor, its suppliers shall make a good faith effort to cooperate with the Port and its designees when the Port gives notice of its need to inspect or audit documents.

D. The cost of the audit shall be borne by the Port unless the results of such audit reveal a discrepancy of more than two percent (2%) reported in accordance with the Concession Fees requirement of the Agreement for any twelve (12) month period. In the event of such discrepancy, the full cost of the audit shall be borne by the Vendor, and Vendor shall promptly pay all additional fees owing to the Port. No additional compensation will be provided to the Vendor, its suppliers for time or money spent in complying with the requirements of this Audit Paragraph. If the Vendor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall notify the Port and preserve all documents, at its expense, as directed by the Port.

E. In the event that Vendor's books of accounts are not maintained in the Puget Sound region, they shall be made available for audit locally within five (5) business days of a request by the Port, or Vendor shall pay in full, any travel and related expenses of Port representative(s) to travel the location outside the Puget Sound region. In addition, The Port shall have the right to conduct a "surprise" audit not more frequently than twice every twenty four months, and, in the event that Vendor's

books and records are not maintained locally, Vendor shall further pay in full, any travel and related expenses of the Port representative(s) to travel the location outside the Puget Sound region for such “surprise” audit.

F. This Audit Paragraph shall survive for six (6) years after the termination or expiration of this Contract, or conclusion of all Claims, audits or litigation, whichever occurs later.

GC-10 TERMINATION:

A. TERMINATION FOR CONVENIENCE: Either party may terminate this Contract at any time for any reason, by giving the other party thirty (30) days’ written notice. In the event the vendor has completed any portion of the Project by the time it receives the Port’s notice of termination, the Port shall pay Vendor the percentage of funds attributable to the Vendor’s completed portion of the project.

B. TERMINATION FOR DEFAULT: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Vendor, the Port shall be entitled, by written or oral notice to the Vendor, to terminate the Agreement for breach of any of the terms and to have all other rights against the Vendor by reason of the Vendor’s breach as provided by law. **REMEDIES**: Any decisions by the Port to pursue any remedy provided for in paragraph GC-10 herein shall not be construed to bar the Port from the pursuit of any other remedy provided by law or equity in the case of similar, different or subsequent breaches of this Contract.

GC-11 WAIVER: Failure at any time of the Port to enforce any provision of the Contract shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written Amendment signed by the parties hereto.

GC-12 PARTIAL INVALIDITY: If any provision of this Contract is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

GC-13 PUBLIC DISCLOSURE: Vendor acknowledges that the PORT may be required to disclose information provided by Vendor pursuant to the Washington State Public Disclosure Act (RCW Chapter 42.56). The PORT will determine whether any requested documents should be disclosed. In no event shall the Port be liable to Vendor for any disclosure of documents and information, including work product, excluded inventions and intellectual property rights it deems necessary to disclose under the law.

GC-14 GOVERNING LAW/VENUE: The laws of the State of Washington shall govern disputes concerning this Contract and the venue of any action relating hereto shall be in the Superior Court for the County of King, State of Washington.

GC-15

SUBCONTRACTING/ASSIGNMENT: Vendor shall not assign or transfer this Agreement or any interest therein, nor shall this Agreement or any interest there under be assignable or

transferable by operation of law or by any process or proceeding of any court, or otherwise without the advance written consent of the Port.

GC-16 SERVICE OF NOTICES BY OR ON THE VENDOR:

Any written notice required under the Contract to be given by or to the Vendor may, at the option of either party, be served on or by the Vendor by Electronic Transmission, personal service, certified or registered mail, or recognized overnight courier. Delivery of the notice will be made to the last address provided in writing to the Buyer. Notices shall be deemed delivered: (i) when sent through via Electronic Transmission, (ii) when personally delivered; (iii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (iv) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

GC-17 EXECUTION OF THE AGREEMENT FORM:

The Contract is not binding upon the Port until the Contract is fully executed. No Proposer shall have a right, interest or claim with respect to the Contract or the Services until the Contract is fully executed. After being executed by the Port, the Vendor will receive a copy of the Agreement Form. Services prosecuted prior to the full execution of the contract is at the sole risk of the Vendor.

End of Attachment A - General Conditions
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ATTACHMENT B - SCOPE OF WORK/SPECIFIC REQUIREMENTS

1. Scope of Work:

Goal 1 - Revise the DiscoverStanwoodCamano.com platform to be user friendly for the traveler, improve mobile responsive, and capture the awareness of an out-of-state market.

While the current website has captured the local market of residents and “day-trippers” from within driving distance; the website enhancements will focus on an improved user experience and an out-of-state demographic. In order to position the Stanwood-Camano area as a tourism destination for the outdoor enthusiast we must first improve the overall look, feel and experience of the site to create a cohesive marketing message. The target audience for marketing efforts will be individuals from California and Texas.

Strategies 1) Build out information on local lodging, restaurants and shopping on the website, in a user friendly format, with the ability to search based on specific criteria; 2) Improve the user experience by replacing outdated or low resolution images and graphics from local businesses and establishments with updated photos; 3) Create and implement “deals or specials” features on the website which target interests for an out-of-state visitor such as discounted lodging and specials on unique experiences; 4) Implement a Google Ad Campaign (and accompanying social media campaign) with a target audience from California and Texas; 5) Create a landing page with a desired conversion of signing up for an e-newsletter with information designed specifically for out of state travelers.

Measurable Outcomes 1) 90% of all tourist destinations and applicable businesses listed on site with updated information and graphics; 2) Increase site traffic from California (5.5% to 10%); from Texas (1% to 5%) in 2019 as indicated on Google Analytics; 3) Google Ad Campaign with a target audience of California & Texas will lead to a conversion rate of 1% of individuals signing up for the e-newsletter. Completion Date: Website updated with information & mobile responsiveness vetted - March 30, 2019. California & Texas digital campaigns - April 2019 & July 2019 each for 90 days with different topic/focus.

Goal 2 - www.DiscoverStanwoodCamano.com becomes a primary resource for local Outdoor Adventures and Nature Tourism information. Showcasing the outdoor adventures and abundant nature tourism opportunities of our area, DiscoverStanwoodCamano.com will become a central resource for outdoor travel information. The enhanced website will highlight travel to our two State Parks for hiking, biking, paddle boarding, kayaking and birding along the coastline and estuary areas and within our unique region. The rural landscape of our area offers unique opportunities such as sailing at the Center for Wooden Boats on Cama Beach, ziplining through a sustainably managed 231-acre property at Canopy Tours, or geocaching for

one of the 50+ caches in the area. Promotion on the website will detail suggested hiking, biking, and paddling routes, outdoor excursion itineraries, birding locations with accompanying information and tips, and wildlife viewing. All information will be shared on the mobile enabled website utilizing dynamic photos and graphics to reach the target audience in a captivating manner.

Strategies 1) Design, write, and compile a minimum of six articles (1 per season for Spring/Summer and 2 during the off-season Fall/Winter) focused on outdoor adventure and nature tourism for the Stanwood-Camano area; 2) Pair articles with beautiful, professional photography that capture the essence of the outdoor experience; 3) Create social media graphics to “share the story” with the target audience - out-of-state visitors and travel writers.

Measurable Outcomes 1) Articles distributed on the website will be measured by number of views; 2) Articles promoted through social media and Google Ad Campaigns will be measured by # of click-throughs to the website; 3) All outcomes will be measured using analytics based on location of the viewer with a focus on the target markets.

2. Metrics (see Outcomes under Project Scope of Work):

Reporting

A comprehensive report will be provided to the Port of Seattle by November 2019 that will include metrics identified above in our measurable outcome sections. In addition, we will provide year over year analytics to show growth of website traffic and desired metrics prior to and after website enhancements. The City has a proven track record of successful submission of grant related reporting that includes metrics and supporting documentation on goal achievements.

3. Payment by the Parties:

- a. Port shall contribute \$7,500 to the total cost of the expenses incurred by the Vendor.
- b. Vendor shall contribute a minimum of \$3,750 of which no more than 25% shall be identified as management oversight and administration of the project. If your stated match fund amount is more than 50% of Port awarded funds, you will be held accountable for the higher stated match fund amount and will need to provide documentation for the higher stated match fund amount, as well as for all Port awarded funds.

Contractors/Consultants

The City of Stanwood contracts with the Stanwood Chamber of Commerce to oversee the completion of this project. Sub-contractors of Discover Stanwood Camano include Jessica McCready, LLC as project lead and Madak for web development services.

4. Definition and restatement of how funds are to be used. You'll be required to provide documentation for all stated Port awarded funds and stated match fund amount in your final report.

Category:	Port of Seattle Funds:	Matching Funds:	Total Funds:
<i>Website Enhancements (includes technical back end development & graphic design)</i>	2,500	500	3,000
<i>Content Development for Website (blog articles, itineraries, business listings, e-newsletters, photography/video, analytic tracking)</i>	2,000	1,000	3,000
<i>Digital Advertising (Social & Google)</i>	3,000	1350	4,350
<i>Administrative Management of Project Oversight</i>	0	900	900
TOTAL FUNDS	7,500	3,750	11,250

Any funds obtained from the Port for tourism activities are to be used specifically, once approved, for projects which are detailed in the Scope of Work. The focus of the Scope of Work should be aligned with increasing the number of out-of-state visitors (and/or increasing out-of-state visitor expenditures within WA State) who will use Port facilities; Seattle-Tacoma International Airport, cruise terminals and/or recreational marinas.

5. Invoicing and Reporting.

- a. The POS may authorize up to 50% of the POS funds to be granted in advance of the event or promotion activity upon providing information that confirms

participation or project initiation. POS will require appropriate documentation to validate participation in the activity, advertising placement, or a specific project that will be initiated.

- b. Do you plan to submit an invoice together with documentation that project work has begun, once the agreement is executed, for 50% of POS awarded funds?

Yes ☒

No ☐

- c. Upon completion of the agreed upon project, a written report that includes documentation of the completed work (invoices and/or work performed by the organization) and the agreed upon metrics and outcomes are required.
- d. The final report must be submitted to POS for approval within 15 business days following the end of the event or project completion. Upon approval of the final report and supporting documentation, the vendor may invoice the Port for the balance of the awarded funds.

6. Port Approval and Use of Port logo:

- a. All projects must identify the POS as a partner or sponsor via use of the Port logo. Prior to advertising execution or implementation, POS requires a review/approval of the proposed placement and schedule of the POS logo on advertising, promotion materials, booth displays, online, digital or printed materials.
- b. POS may request periodic project updates from its co-operative partner.

7. Project Deadline:

Completion Date: One Spring article - March 30, 2019; one summer article - May 30, 2019; two fall articles- August 30, 2019; two Winter articles - Oct. 30, 2019

Final report due: November 15, 2019.

8. Miscellaneous:

No Port funds can be used to underwrite general or capital expenses associated with a tourism event or program already in progress.

**SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STANWOOD
AND STANWOOD CHAMBER OF COMMERCE
FOR CONSULTANT SERVICES**

This Supplemental Agreement is made and entered into on the 14th day of March, 2019, between the City of Stanwood, hereinafter called the "City" and Stanwood Chamber of Commerce, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into Agreement No. 2017-65 for consultant services regarding tourism promotion and marketing, said Agreement being dated August 10, 2017; and

WHEREAS, the parties hereto have previously entered into Amendment No. 1 to Agreement 2017-65 which extended the term and not-to-exceed amount; and

WHEREAS, both parties desire to amend the scope of work of said Agreement, Item 2, Website in order to further revise the DiscoverStanwoodCamanor.com platform to be user friendly for travelers, improve mobile responsiveness, and capture the awareness of an out-of-state market.;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated August 10, 2017, as modified by Amendment No. 1, shall remain in full force and effect, except as modified in the following section:

Article IV, Section IV.1 of the Original Agreement, Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$11,250 and shall read as follows: "In no event shall the compensation paid to Consultant under the supplemental agreement exceed \$54,750."

Exhibit A, Section: Scope of Work, paragraph 2, Website, shall be amended to include the attached Exhibit 1.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$34,800
Supplemental Agreement No. 1	\$8,700
Supplemental Agreement No. 2	<u>\$11,250</u>
Grand Total	\$ 54,750

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF STANWOOD

STANWOOD CHAMBER OF COMMERCE

By: _____
Leonard Kelley, Mayor

By: _____
Renae Kettler, President

ATTEST/AUTHENTICATED:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

SCOPE OF WORK/SPECIFIC REQUIREMENTS

1. Scope of Work:

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