

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, December 12, 2024



AGENDA
CITY COUNCIL REGULAR MEETING
December 12, 2024 | 7:00 p.m.

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

Members of the public may attend Stanwood City Council meetings
in-person or via Zoom. The Zoom link is posted on the City's website calendar
<https://www.stanwoodwa.org>

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATIONS**
Stanwood High School Update - Student Representative Elizabeth Burton
- 5. PUBLIC COMMENTS**
 - Verbal comments may be provided in-person.
 - Written comments must be provided to the Clerk by 12:00 p.m. the day of the meeting via this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>
 - Remote (online or phone-in) comments can be received by reasonable accommodation only. Any requests for reasonable accommodation for remote participation, must be sent in writing to the City Clerk at cityclerk@stanwood.wa.us by 12:00 p.m. the day of the meeting.
- 6. STAFF / DEPARTMENT REPORTS**
Police Compstat Report – November 2024 [6.1](#)
- 7. COUNCIL COMMITTEE REPORTS**
Public Works Committee Meeting Minutes – December 2, 2024 [7.1](#)
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks [8.1](#)
 - b. Approve City Council Regular Meeting Minutes – November 25, 2024 [8.5](#)
 - c. Accept TIB Grants for the 80th Ave NW Overlay Project and Twin City Mile Main Street Improvement Project [8.11](#)
 - d. Approve Second Reading and Adopt Ordinance 1544 Dangerous Dog Code Amendment [8.23](#)
- 9. UNFINISHED BUSINESS**
- 10. PUBLIC HEARING**
- 11. NEW BUSINESS**
 - a. Adopt Resolution 2024-15: 2025 Consolidated Fee Schedule [11.1](#)
 - b. Approve Bakerview Phase 1 Final Plat [11.51](#)
 - c. Authorize the Mayor to Sign a Contract with Atwell for the Cedarhome Dr. Watermain Project [11.63](#)
 - d. Discuss City Council Meeting Time Change
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION**
- 15. ADJOURN**

Upcoming Meetings:

Thursday, Jan 9, 2025 City Council Meeting 7:00 pm
Thursday, Jan 23, 2025 City Council Meeting 7:00 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: **6**

DATE: December 12, 2024 Police

SUBJECT: Compstat Report

CONTACT PERSON: Chief Jason Toner

ATTACHMENTS: A – November 2024 Compstat

SUMMARY STATEMENT

Attached is the November 2024 Compstat Report for council review.

Stanwood Police Department CompStat Report



City of Stanwood Police Chief Jason Toner

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

November 2024

Stanwood Police Department

COMPSTAT REPORT



What is CompStat?

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

What is the benefit to the community?

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

How is data collected?

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

What data will you see in this report?

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

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

Incident data:

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

Case data:

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

November 2024

Stanwood Police Department

POLICE STAFFING



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

DIVISIONS:

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

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

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

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

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

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

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

November 2024

Stanwood Police Department

RECORDS UNIT



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

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

	2024	2023	2022	2021	Year to Date
Public Records Requests	46	46	33	34	411
Concealed Pistol License Issued	18	39	53	43	304
Pistol Transfer Checks The PD no longer processes Pistol transfer checks. As of Feb 1st they are done by WSP for the entire state	0	1	26	46	YTD total adjusted to correct entry error from January 1
Fingerprinting & Approximate Time	16 4.0 hrs	10 2.5 hrs	12 3.0 hrs	15 3.75 hrs	183 45.75 hrs

November 2024

Stanwood Police Department

Message from the Chief



This year has flown by and its hard to believe Christmas is only a few weeks away. I had the pleasure of speaking at the Stanwood Commerce Alliance and meeting several great business owners. I enjoy these as I get to talk about our great community and all the support the police department has. This month you will see Stanwood officers participating in the Stanwood Christmas Tree Lighting on December 7th and the rescheduled Coffee with a Cop on December 18th.

Our SPIDR Tech system is an online/mobile customer service survey that goes to 911 users. Stanwood Officers for the last several years have received overwhelming positive ratings with last year Stanwood officers earning an 88% on professionalism and service. This past month a new SPIDR Tech feature was enabled allowing 911 users to leave a comment instead of just a ranking. In November we received several comments about our officers.

1. Thanks for arriving so quickly to help with the issue!
2. I called the non-emergency line and the person on the other end was very helpful! I found my keys at home and not in Stanwood! Thank you!
3. Considering it was Sunday, they did a great job.
4. She was a great officer.
5. Officer who assisted exhibited a high level of care and concern.
6. Even though it was peak time for traffic (2:40) p.m. and my fender/bender almost on bridge, officer was able to squeeze to my car and still present as professional, kind. I thought it was admirable.
7. I just want safe streets for residents to drive on. And I appreciate all that police officers do in their job daily.
8. Fast response and hope they got the bad guy.
9. I didn't call 911 I called the business line because it wasn't an emergency. But there was some confusion they thought it was Everett area I was talking about but it was Stanwood, so they call Stanwood then I was contacted by the police and they took care of it and they were very nice. It was about a dog.
10. The Chief gave me EXCELLENT care, going well beyond my expectations. I sincerely thank her for her service. A+++++++

Blue Bridge Alliance

I am so appreciative of all the community support for this program that has outfitted our officers with prepaid debit cards to help those in need. In late November, we received our debits cards and trained our officers on their use. Within a few days of being issued they have already made a difference. Several weeks ago, a homeless gentlemen "Michael" came into town and was living out of his vehicle. Michael would move from one parking spot to another until he was asked to leave. When Officer Kargopolstev contacted him there was no sign of drug use, he had not committed any crimes in town, and was just going through a rough family situation. Michael stated he was looking for work and was hoping to leave town for greener and warmer pastures. Deputy Kargopolstev was able to buy Michael some gas to get him to his next job and hopefully on a path to success.

Chief Toner

NOVEMBER 2024

Stanwood Police Department

Detective Report



Update

Stanwood Police Case 2022-736 Vehicle Prowl

During the early morning hours of 01-28-2022 a male subject entered a secure condominium parking area after defeating a lock with a knife. The male went through vehicles inside the parking garage, stole items from storage bins and lockers, and prowled a vehicle parked outside the building. The vehicle's owner reported a firearm missing but could not say when he last saw the gun in the car.

The subject was identified after Detective Martin shared surveillance video images with area law enforcement.

The subject was also involved in a vehicle prowling at an apartment complex in south Everett.

On 04-25-2022 Detective Martin referred the charge of Vehicle Prowling Second Degree to the Prosecutor's Office.

On 11-18-2024 Detective Martin received notice from the Prosecutor's Office the case was being declined for charging because the State did not file charges within the necessary statute of limitation.

November 2024

Stanwood Camano School District SCHOOL RESOURCE OFFICER



VETERANS DAY



On November 8th, Stanwood Camano Schools celebrated Veterans Day with several assemblies and community gatherings. I spoke at Stanwood High School, along with retired Navy Chaplain Captain John Swanson, and Navy Captain Doug Ten Hoopen. The National Anthem was sung by Bailey Winter and the SHS Jazz Choir sang Tom Petty's "I Won't Back Down". It was a great ceremony and all the students were well-behaved.

Blood Drive



November 7th was the SHS annual blood drive. Several staff and students donated.

CLUE



Stanwood High's Theatre Department performed their play "Clue" November 15th, 16th, and 22nd and 23rd. The play received great reviews from staff, students and the community.

NOVEMBER 2024



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

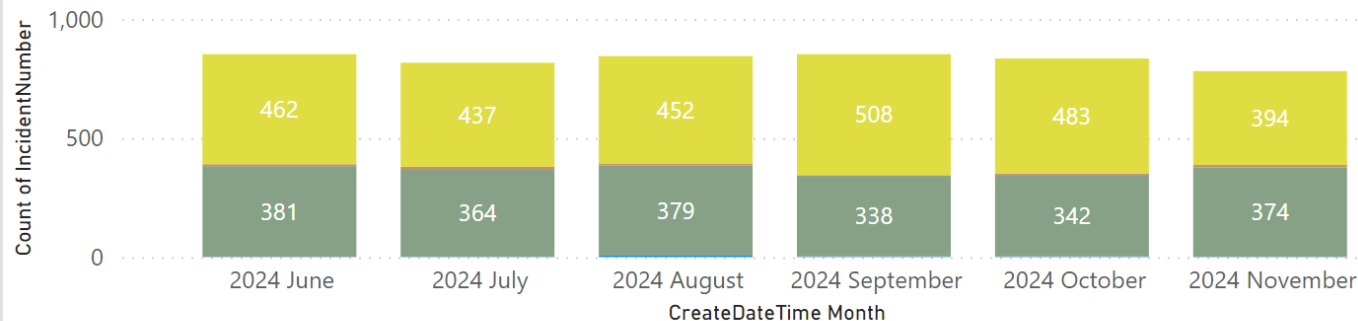


Previous Month Over Time

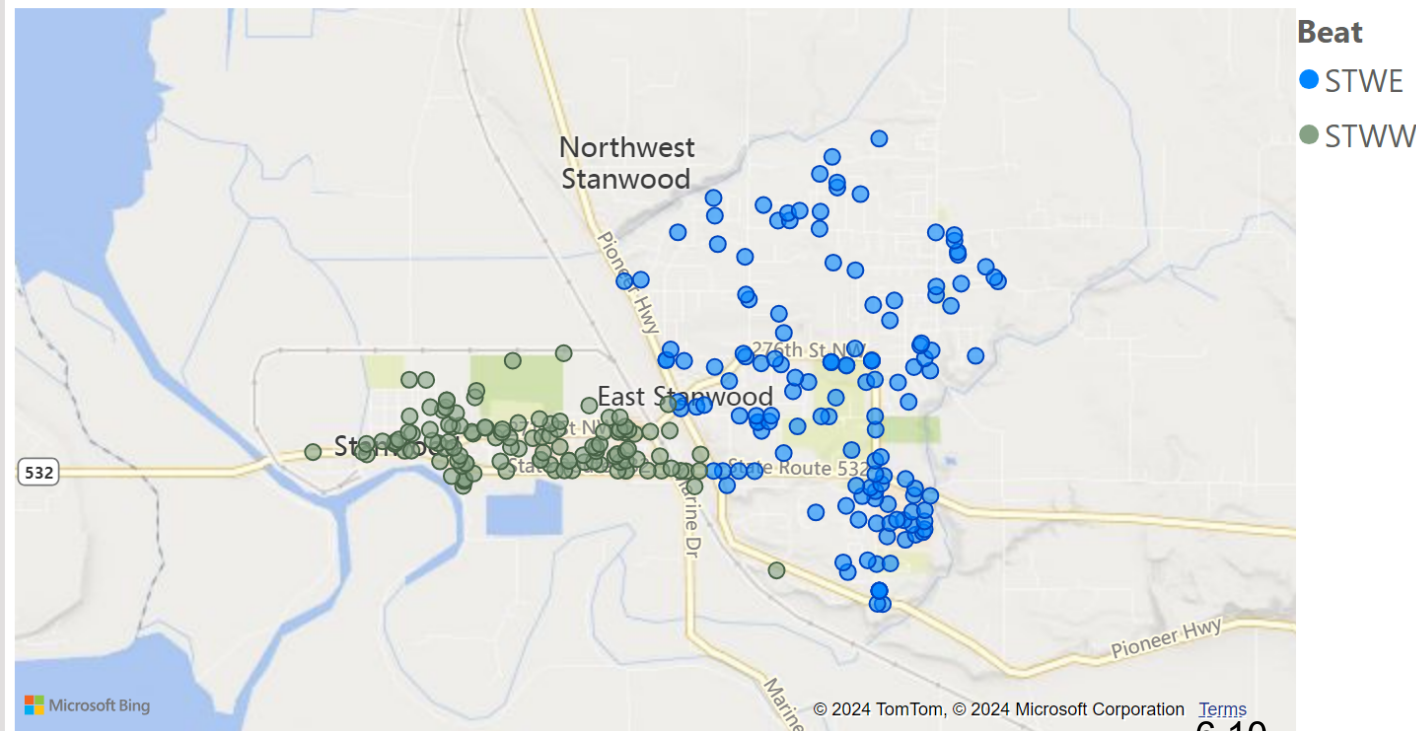
TOTAL INCIDENTS - ALL ORIS inside STW

Total Incident Counts, Past 6 Full Months by Origination Type

Call Origination (Blank) 911 call ASAP Front Counter/Lobby Officer-Initiated

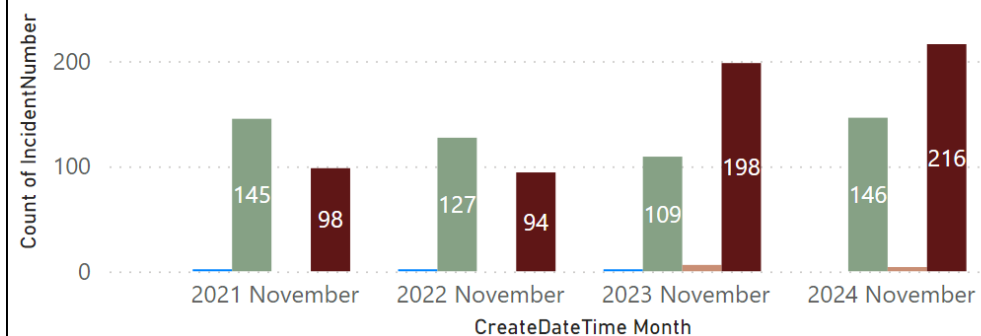


All incidents Past 1 Month - excludes victim privacy concerning incidents



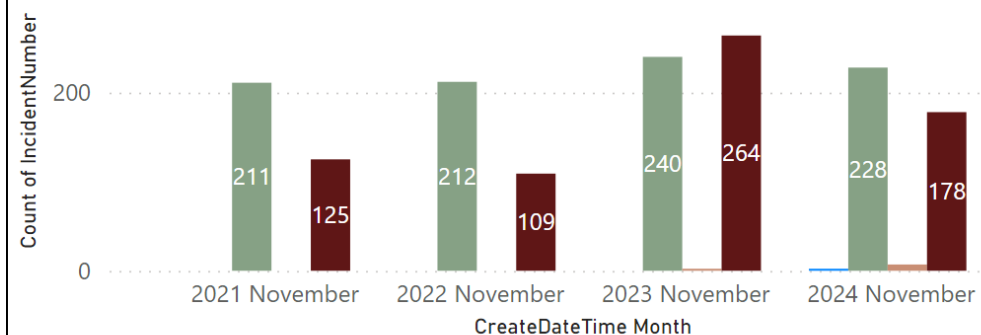
Stanwood West, Incidents by Origination

Call Origination (Blank) 911 call ASAP Officer-Initiated



Stanwood East, Incidents by Origination

Call Origination (Blank) 911 call ASAP Officer-Initiated

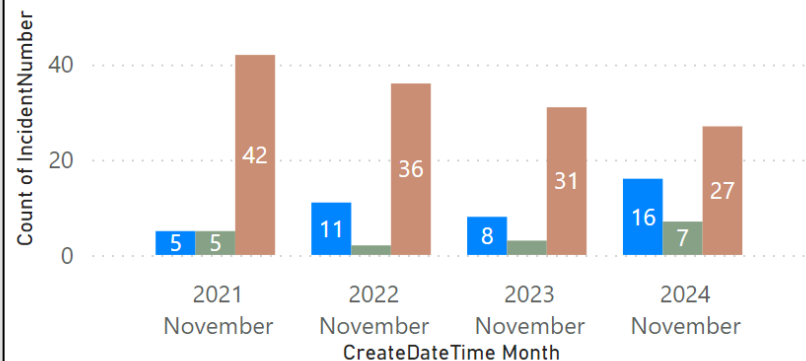




Previous Month Over Time

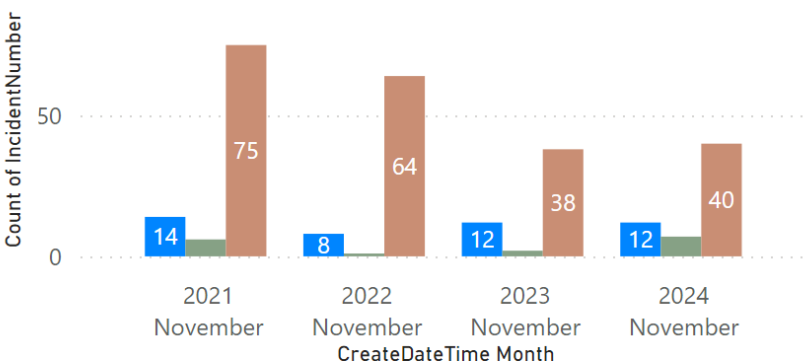
Stanwood West

IncidentType ● Collision ● DUI ● Traffic



Stanwood East

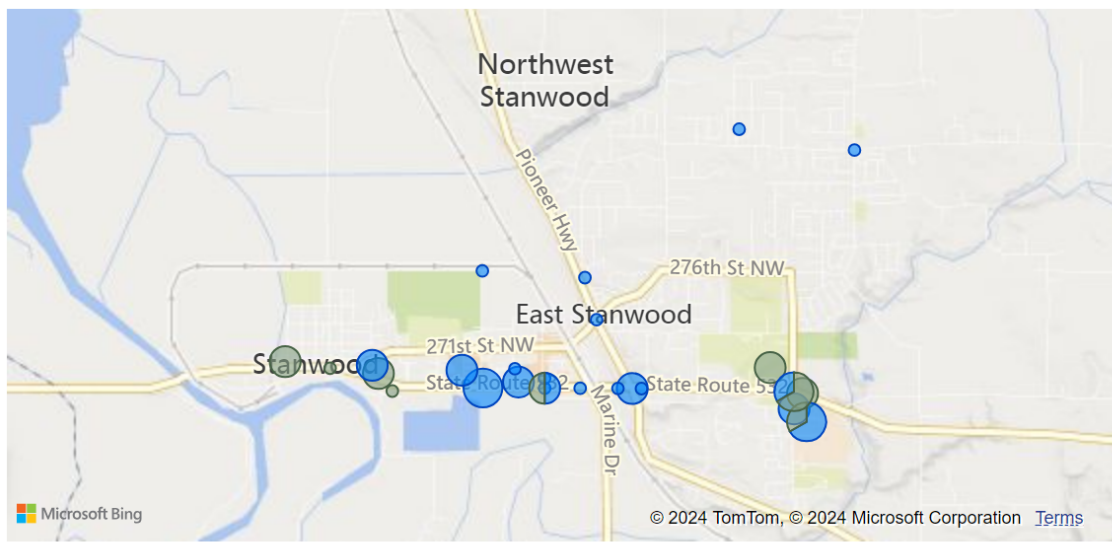
IncidentType ● Collision ● DUI ● Traffic



Collision, DUI, and Traffic INCIDENTS

Previous Month, Current Year

IncidentType ● Collision ● DUI

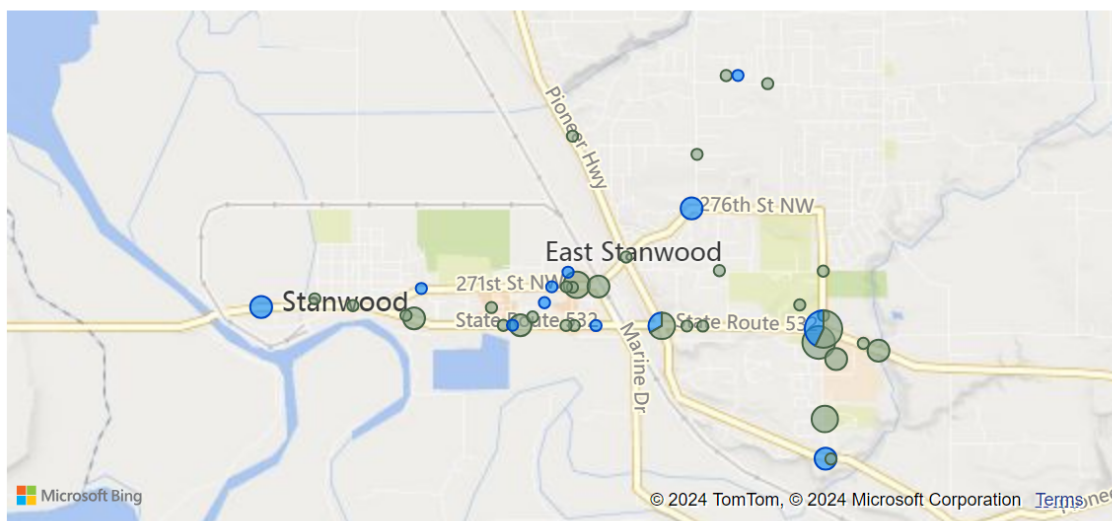


STWW & STWE

Year	Collision	DUI
2024		
June	22	12
July	18	10
August	14	6
September	10	8
October	21	6
November	28	14

Traffic - Previous Month, Current Year

Call Origination ● 911 call ● Officer-Initiated



STWW & STWE

Year	Traffic
2024	
June	78
July	70
August	99
September	92
October	81
November	67



Tickets - To Current Date, Current Year

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

of Tickets - This CY

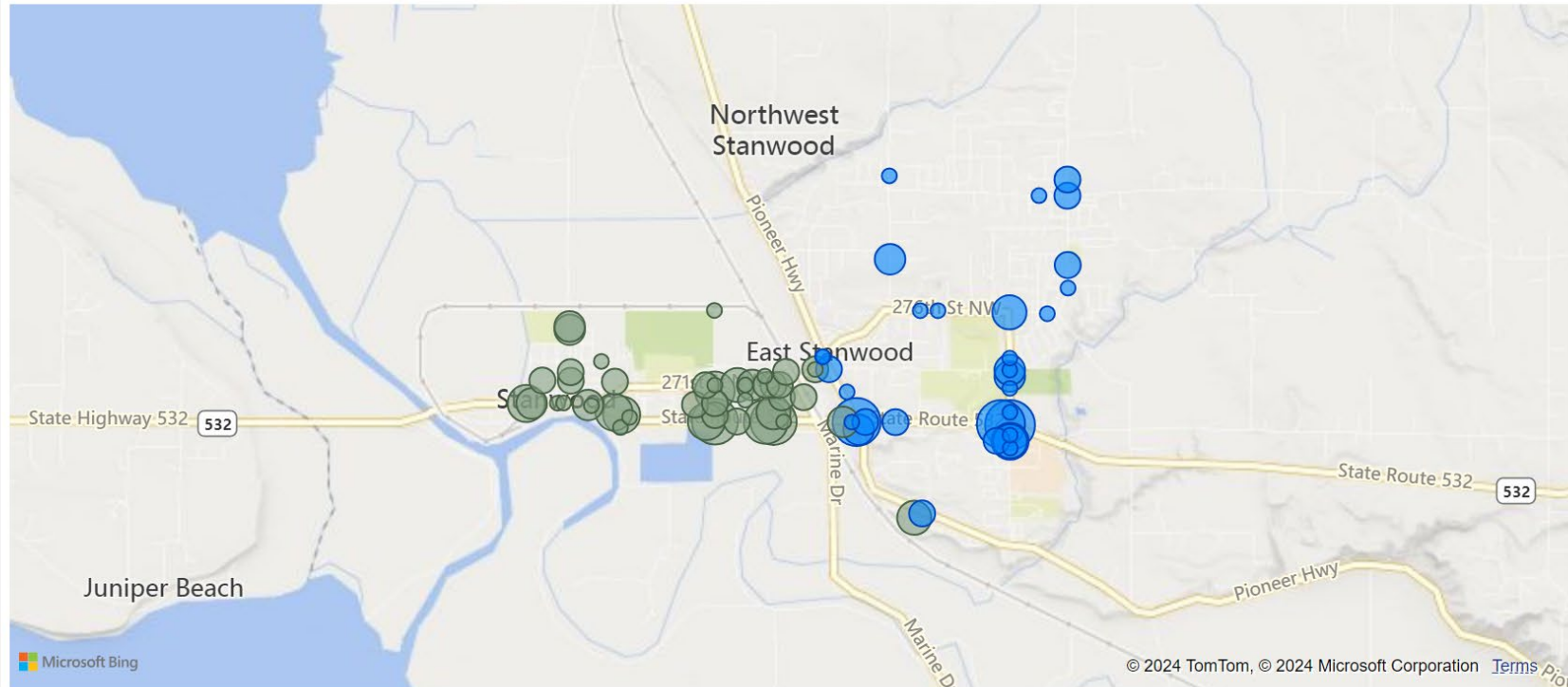
145

of Citations - This CY

215

Location of Citations this CY

Beat ● STWE ● STWW



Total Tickets

Month	2023	2024
January	18	20
February	36	16
March	16	13
April	16	24
May	23	24
June	30	20
July	9	20
August	36	10
September	38	27
October	102	26
November	26	15
December	28	

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

119



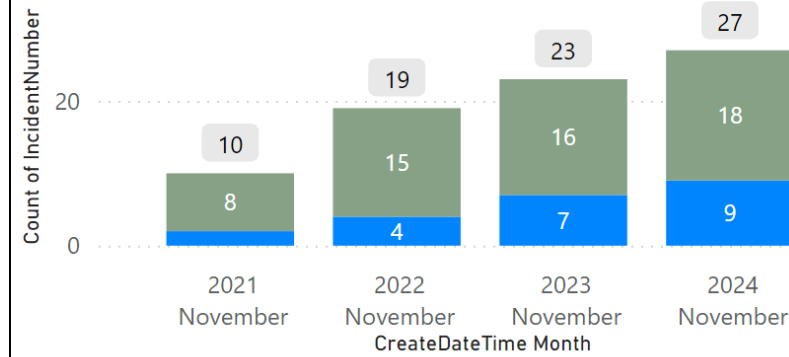
Alarms

STWW & STWE

Year	Alarm
2024	
June	18
July	19
August	15
September	10
October	8
November	27

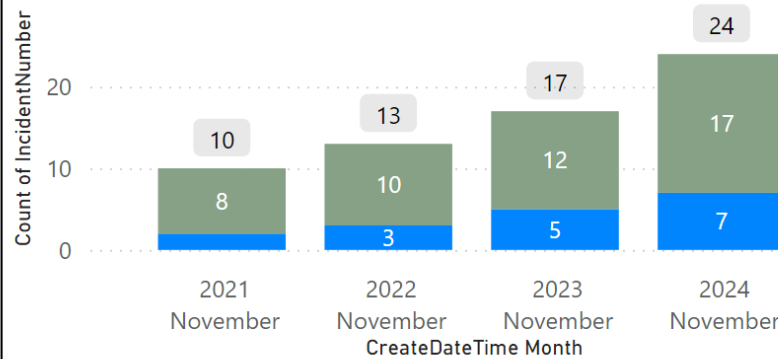
Alarms

Beat ● STWE ● STWW



Alarms that were False Alarms

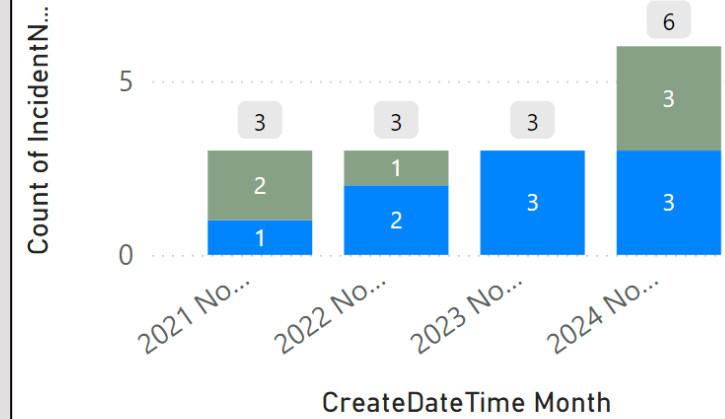
Beat ● STWE ● STWW



Abandon Vehicles

Abandon Vehicles

Beat ● STWE ● STWW

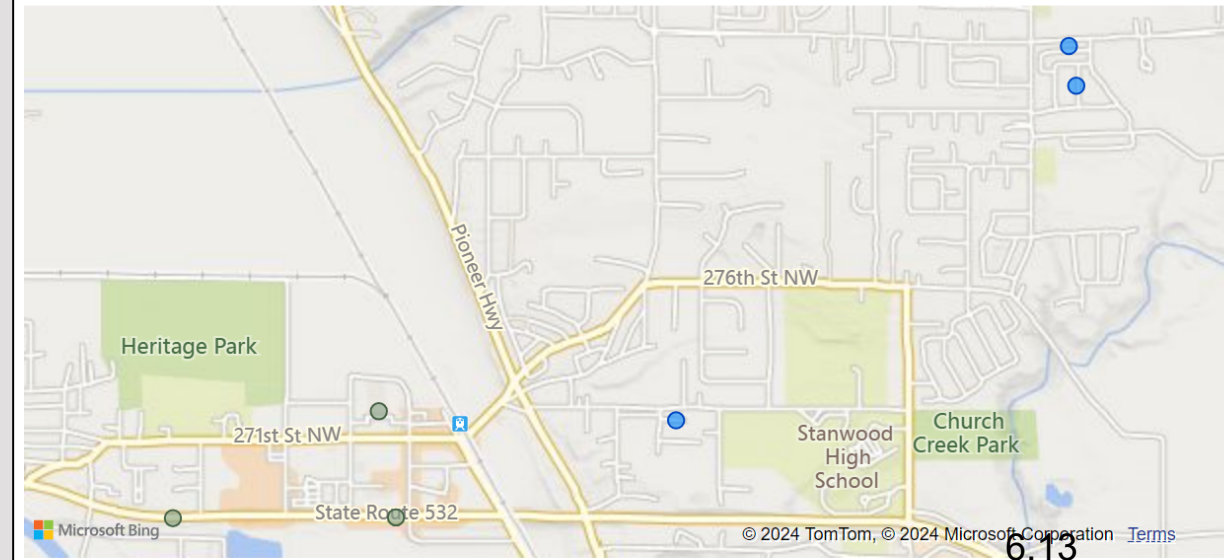


STWW & STWE

Year	Abandoned Vehicle
2024	
June	4
July	4
September	1
October	2
November	6

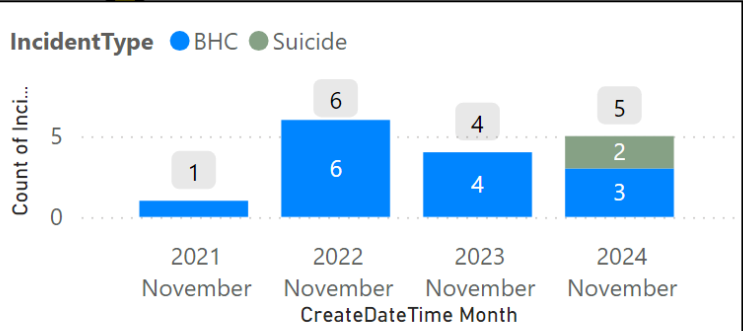
Abandon Vehicles Past Calendar Month, ThisYear

Beat ● STWE ● STWW

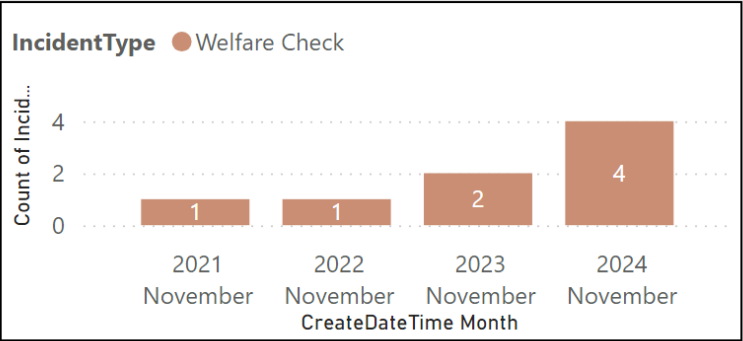




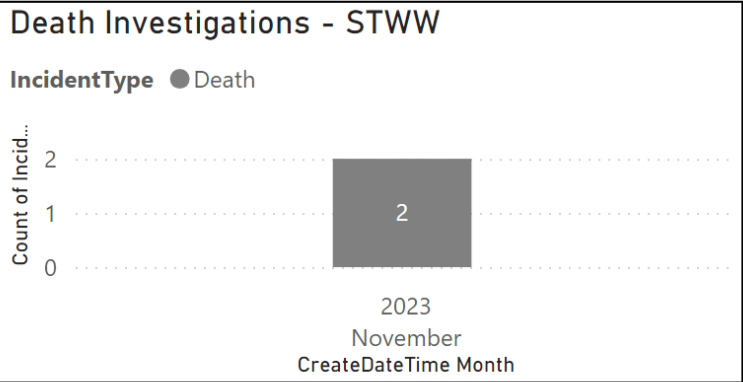
Stanwood West



Year	BHC	Suicide
2024		
June	9	
July	3	
August	4	
October		2
November	3	2

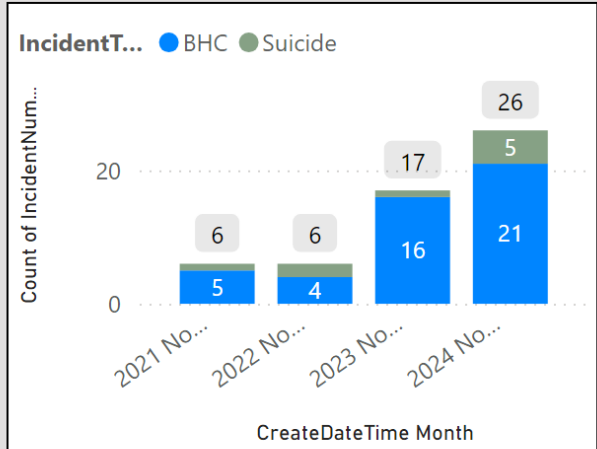


Year	Welfare Check
2024	
June	7
July	7
August	2
September	3
October	2
November	4

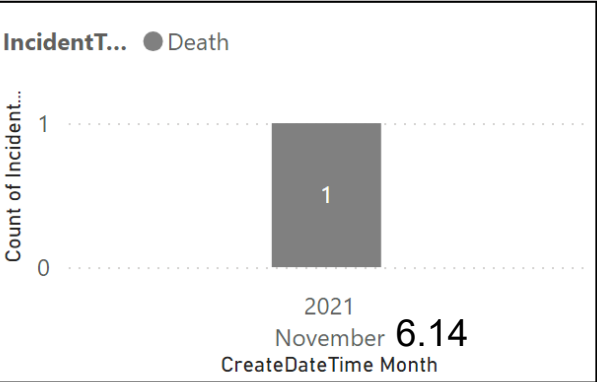
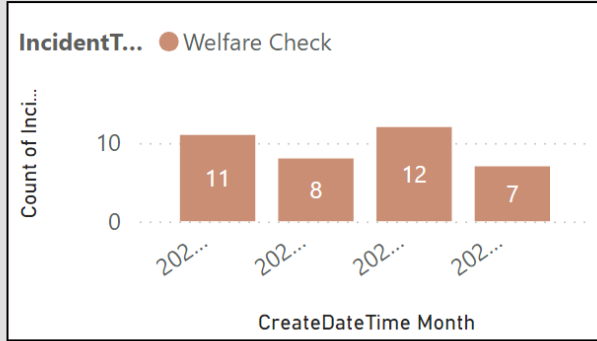


Stanwood East

Year	BHC	Suicide
2024		
June	2	10
July	2	1
August	3	3
September	1	1
October	4	2
November	21	5



Year	Welfare Check
2024	
June	9
July	13
August	5
September	8
October	13
November	7



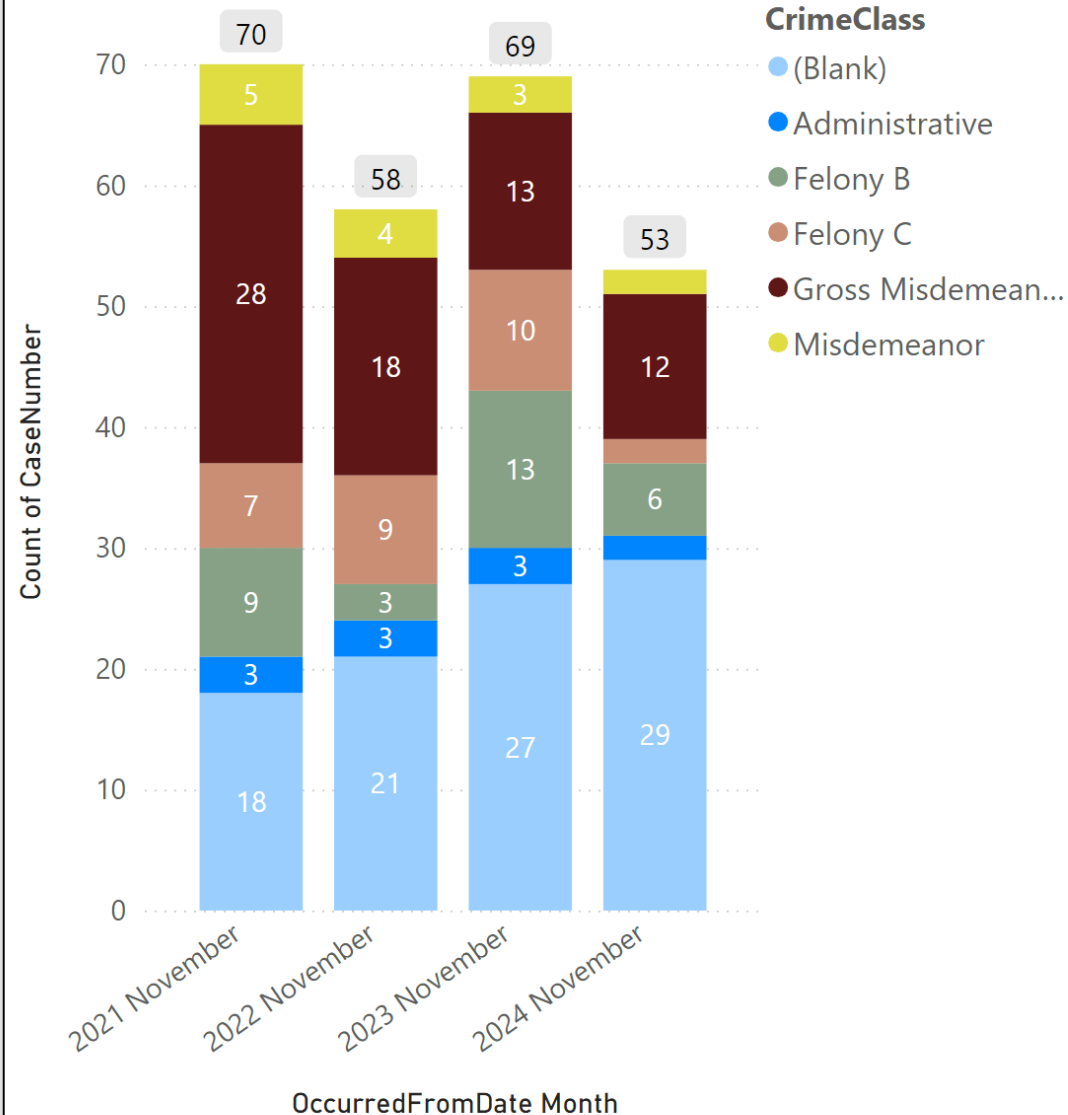


The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.

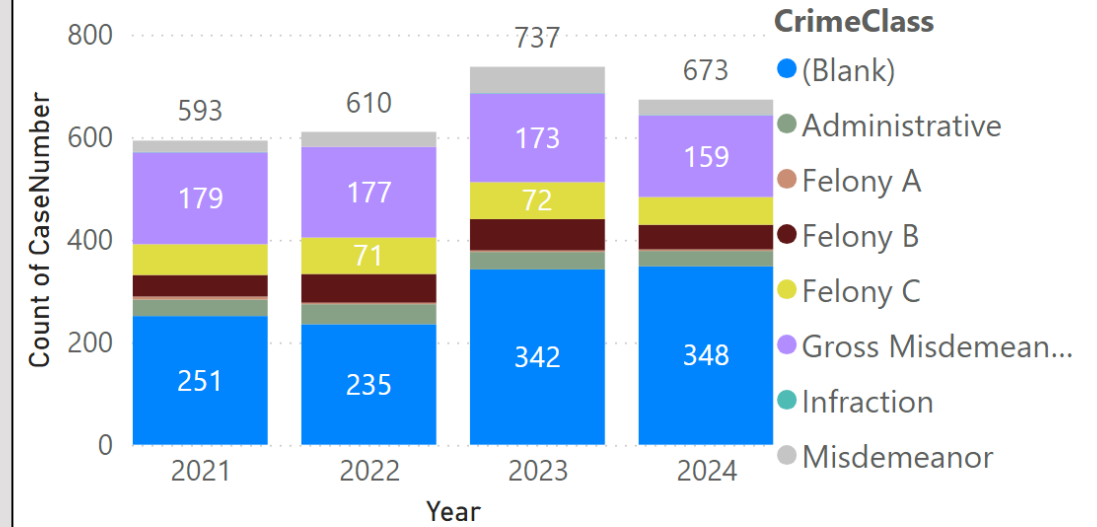
TOTAL CASES

IN THE STW BEAT

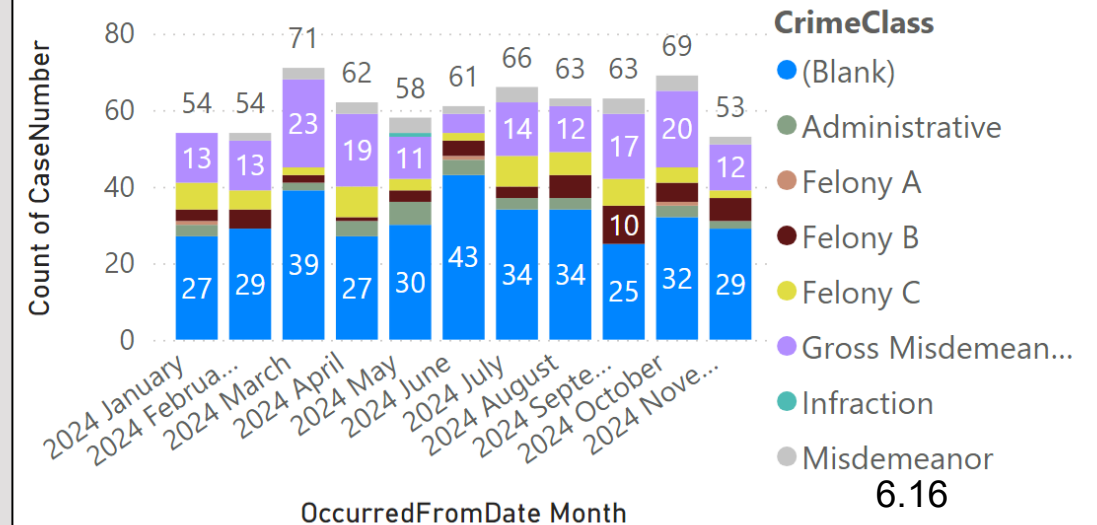
Cases, Previous Month, Yr over Yr



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



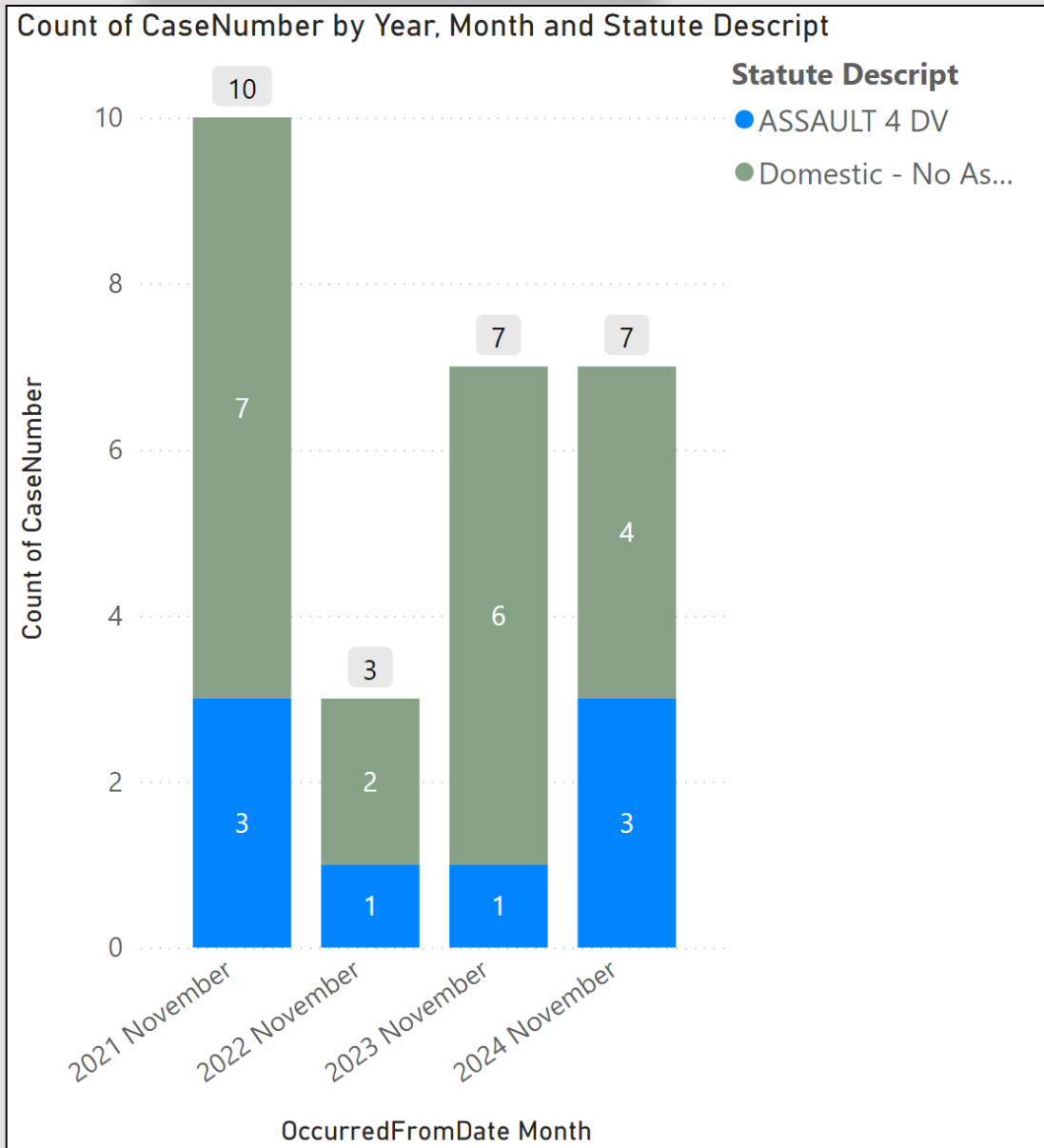
Case Count by Statute, Jan 1 - present, Current Year



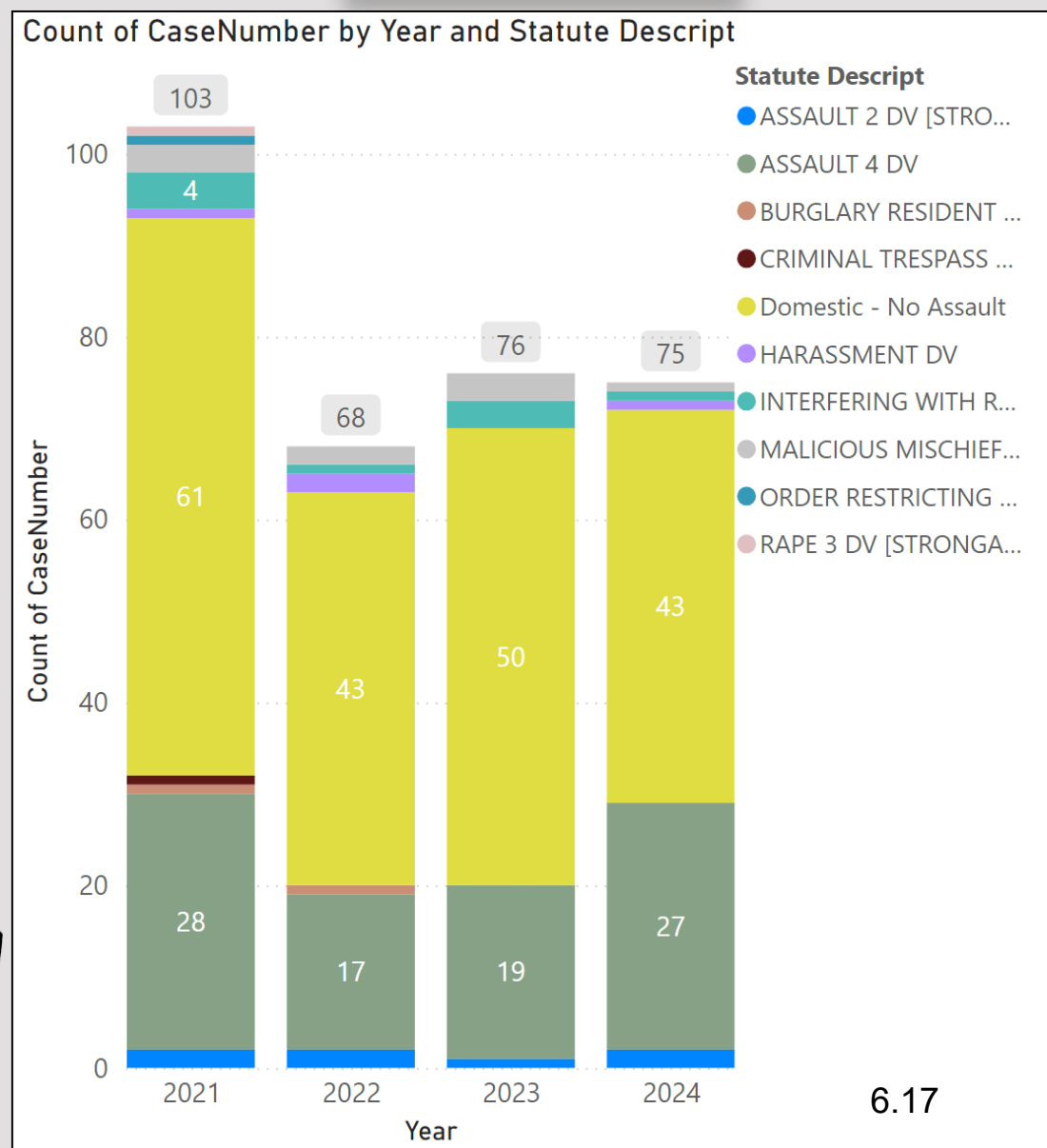
Domestic Related CASES

IN THE STW BEAT

Previous Month Over Time

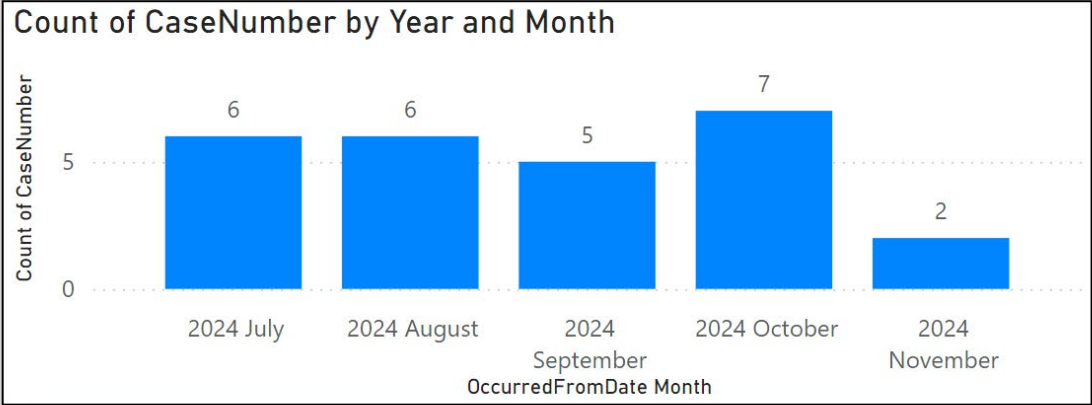
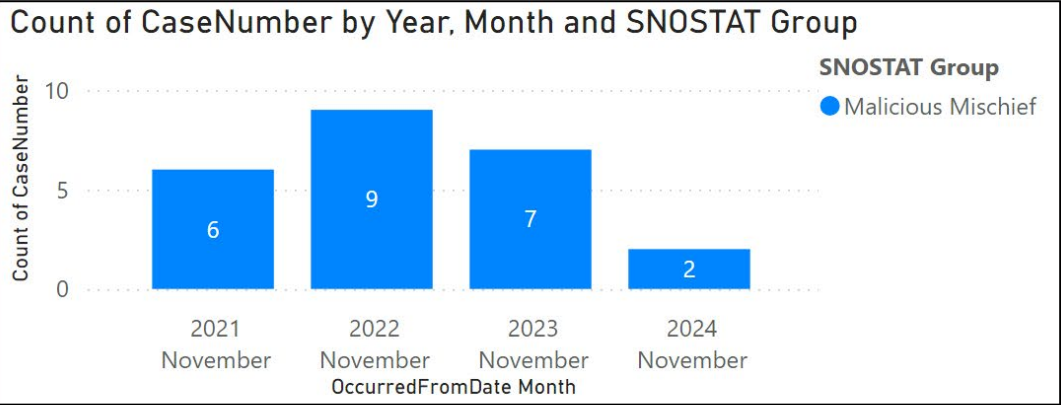


To Date By Year

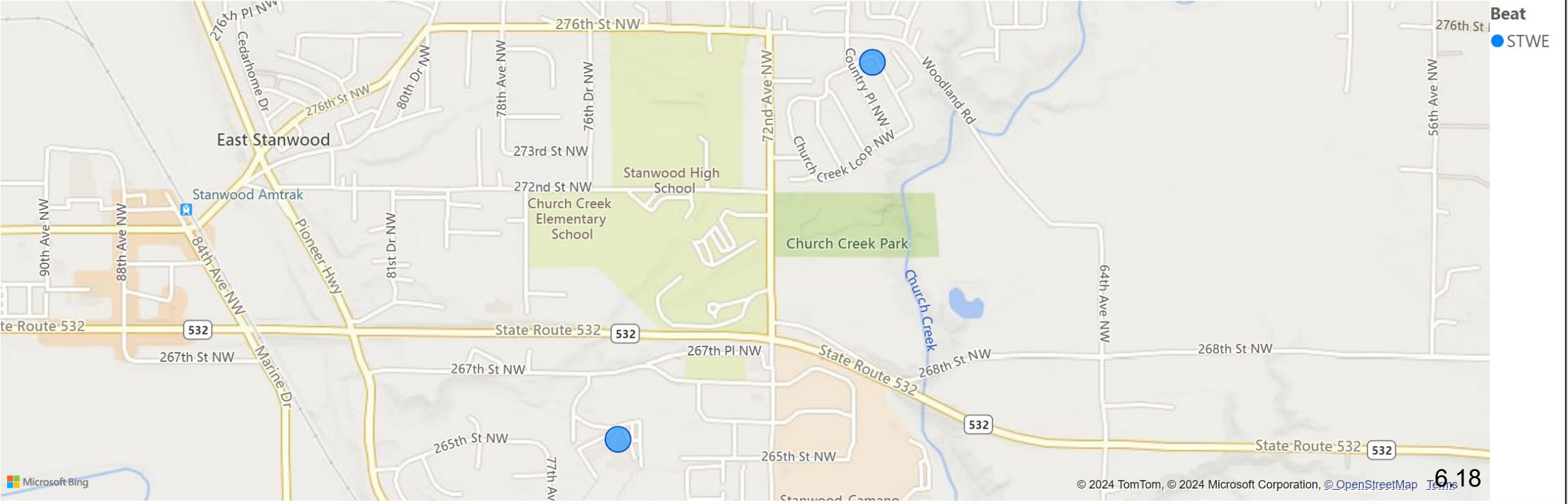




Malicious Mischief CASES



Cases in the past Calendar month, Current Year

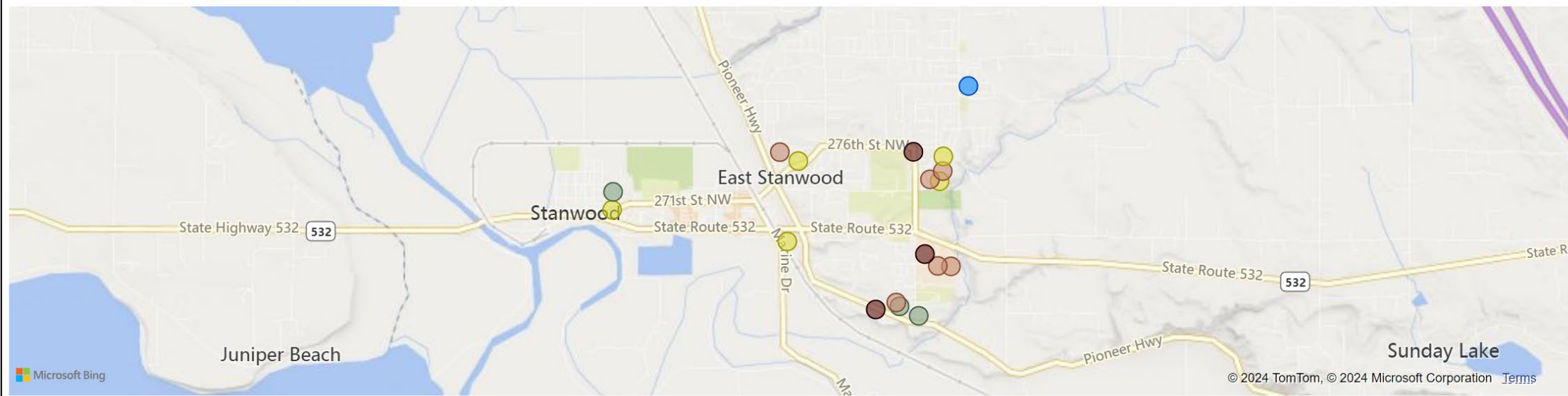




Auto Theft CASES

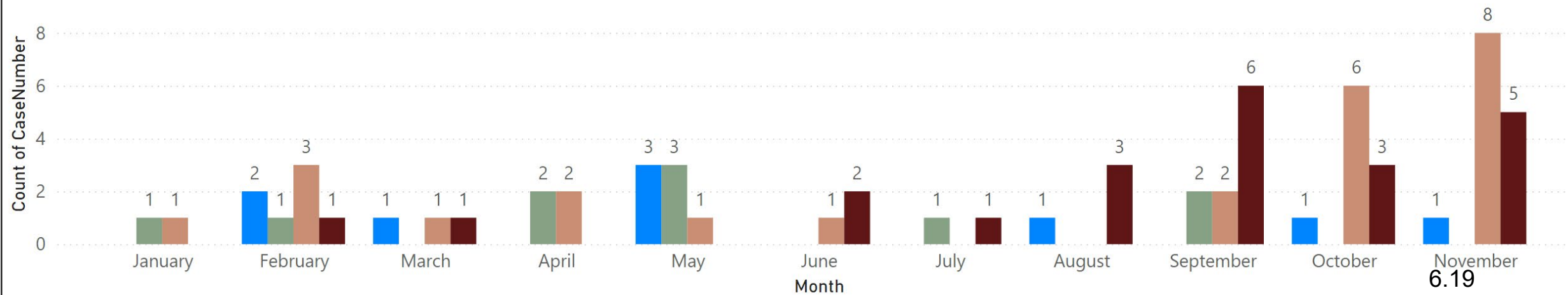
Past Six Calendar Months

Month ● July ● August ● September ● October ● November



Jan 1 - Present, each year

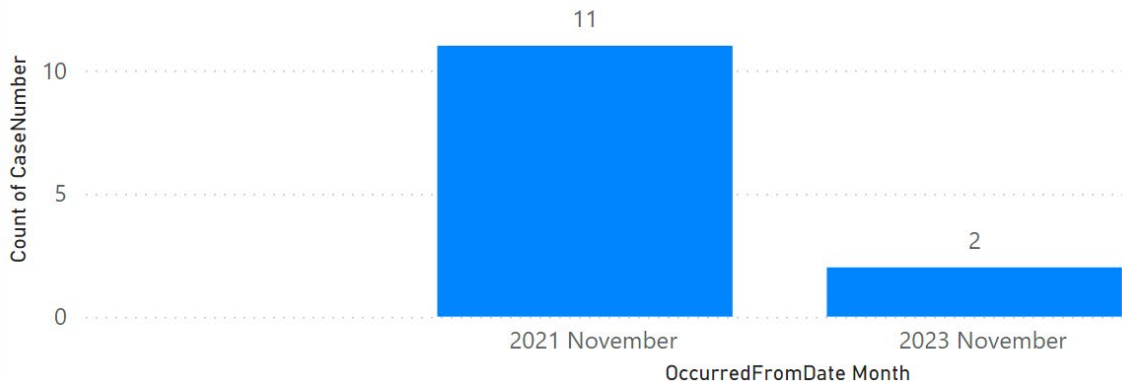
Year ● 2021 ● 2022 ● 2023 ● 2024





Vehicle Prowl CASES

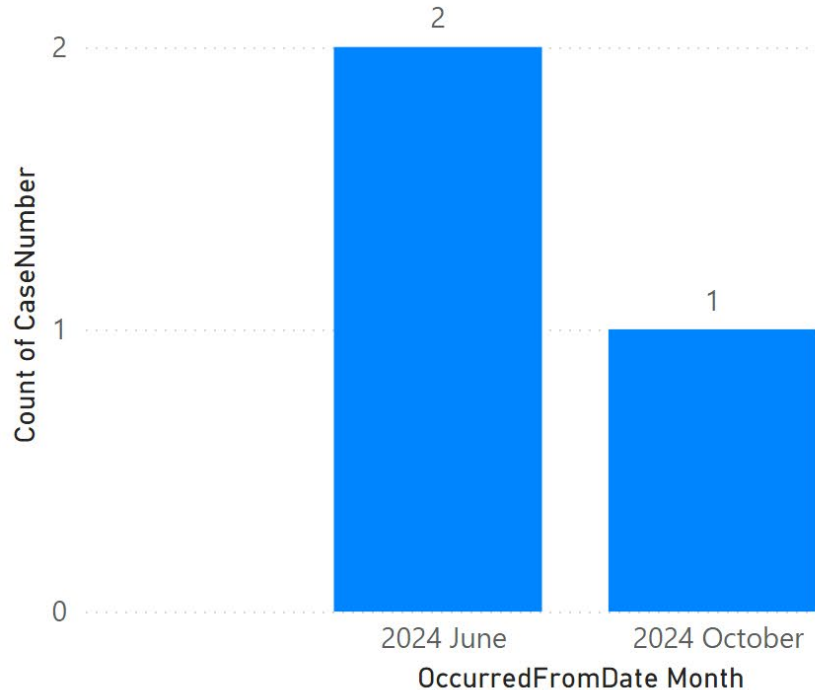
Count of CaseNumber by Year and Month



Jan 1 - Current Date, Current Year

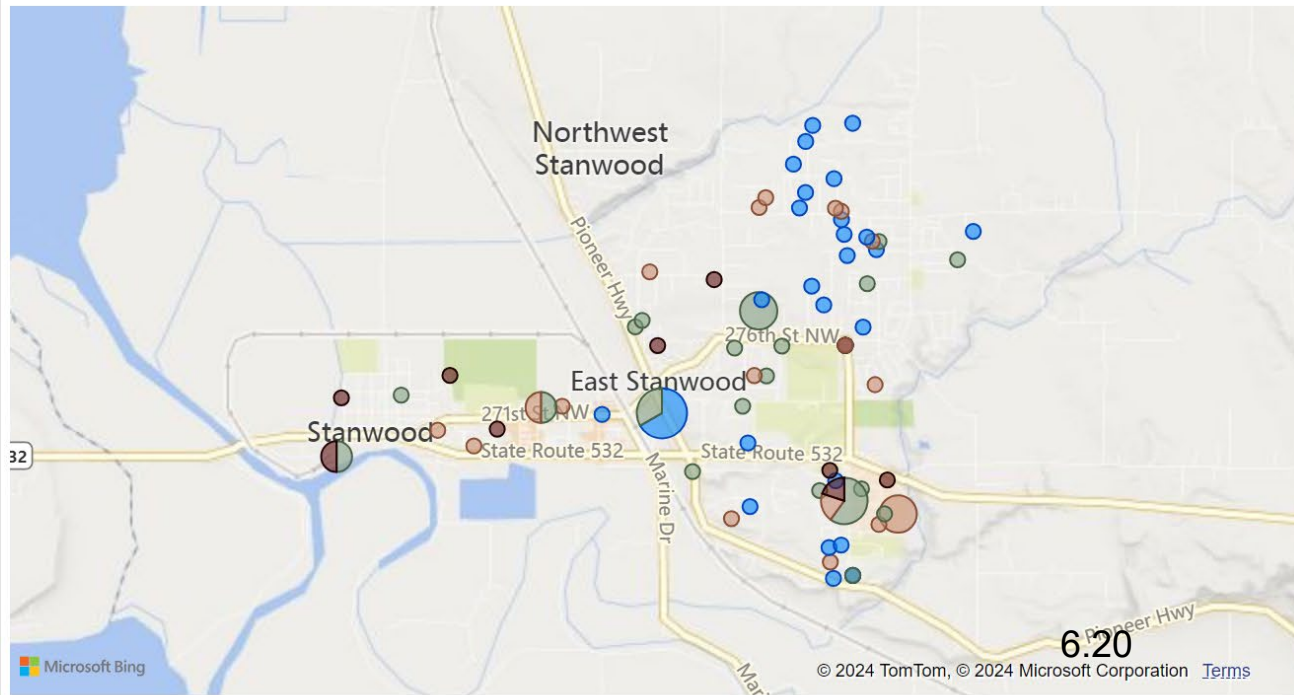
Year	Veh Prowl 1	Veh Prowl 2	Total
2021	2	29	31
2022	4	22	25
2023		20	20
2024		11	11

Count of CaseNumber by Year and Month



Count of CaseNumber by Year, Lat and Lon

Year ● 2021 ● 2022 ● 2023 ● 2024

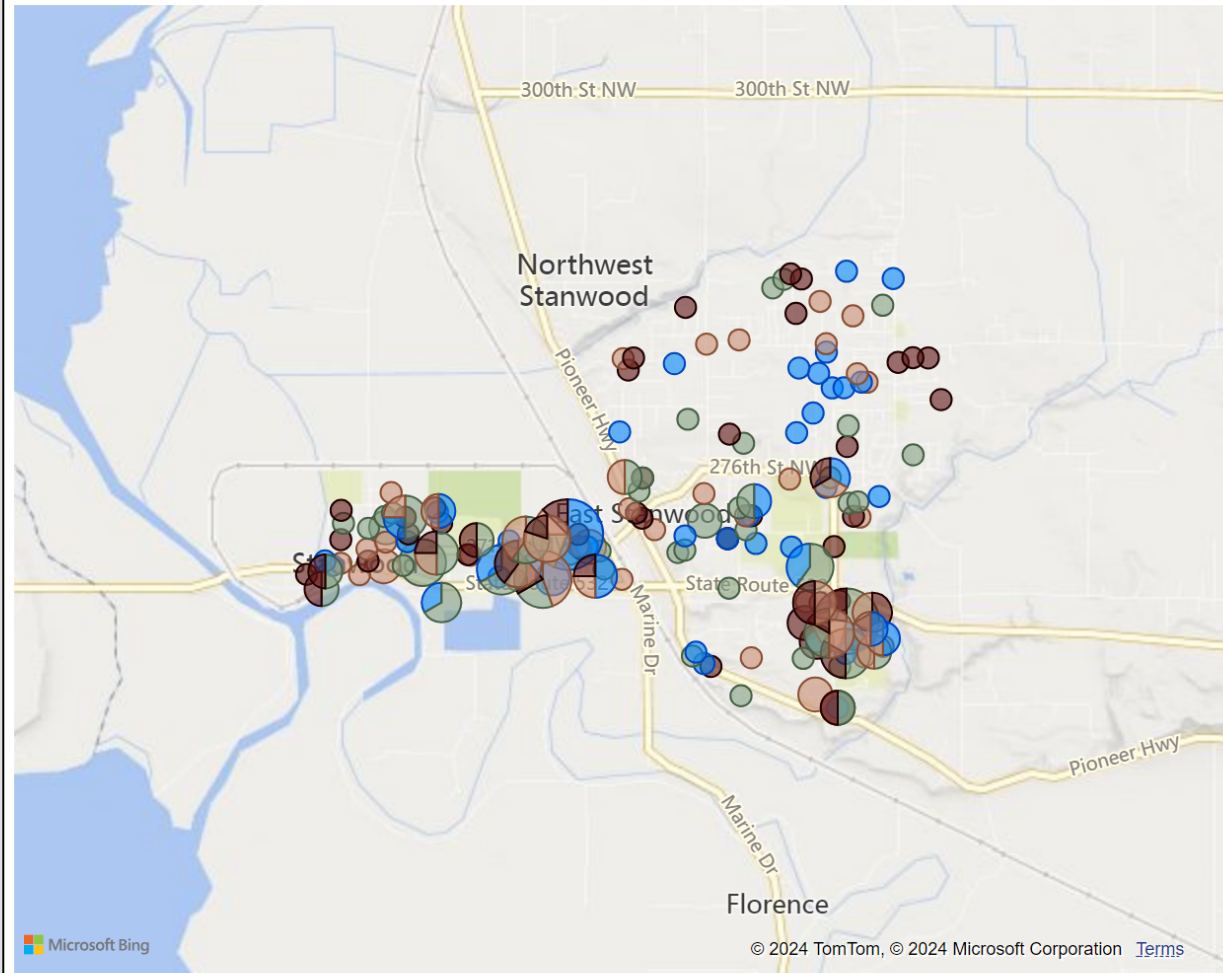




Theft CASES

Count of CaseNumber by Year, Lat and Lon

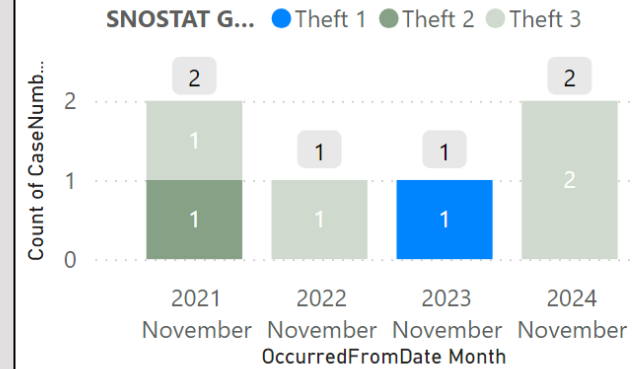
Year ● 2021 ● 2022 ● 2023 ● 2024



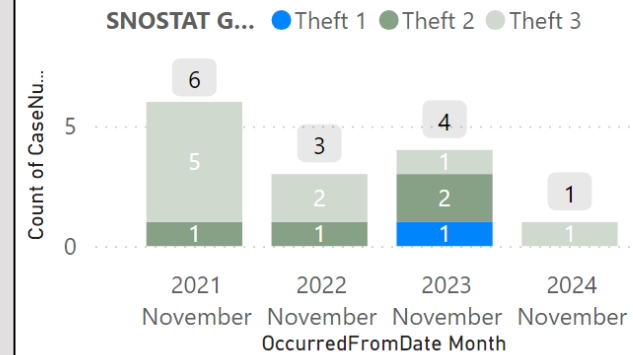
Jan 1 - Current Date

Beat	2021	2022	2023	2024
STWE	32	39	28	30
STWW	25	38	29	22
Total	57	77	57	52

Stanwood West



Stanwood East



Current YTD

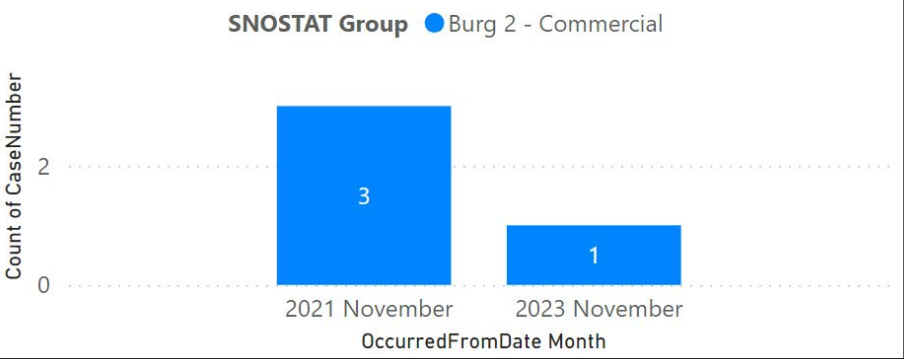
Year	STWE	STWW
2024		
November	1	2
October	2	
September	6	2
August	3	1
July	4	1
June		2
May		3
April	5	4
March	4	2
February	2	2
January	3	3



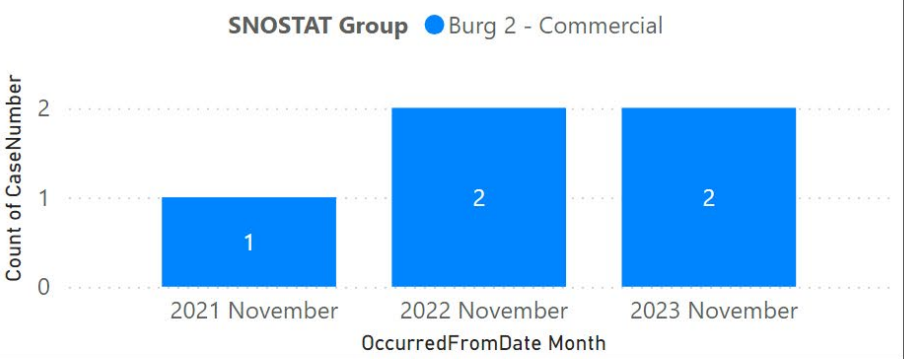
Burglary CASES

Jan 1 - Current Date		
Year	STWE	STWW
2021	7	9
2022	13	6
2023	9	9
2024	2	5

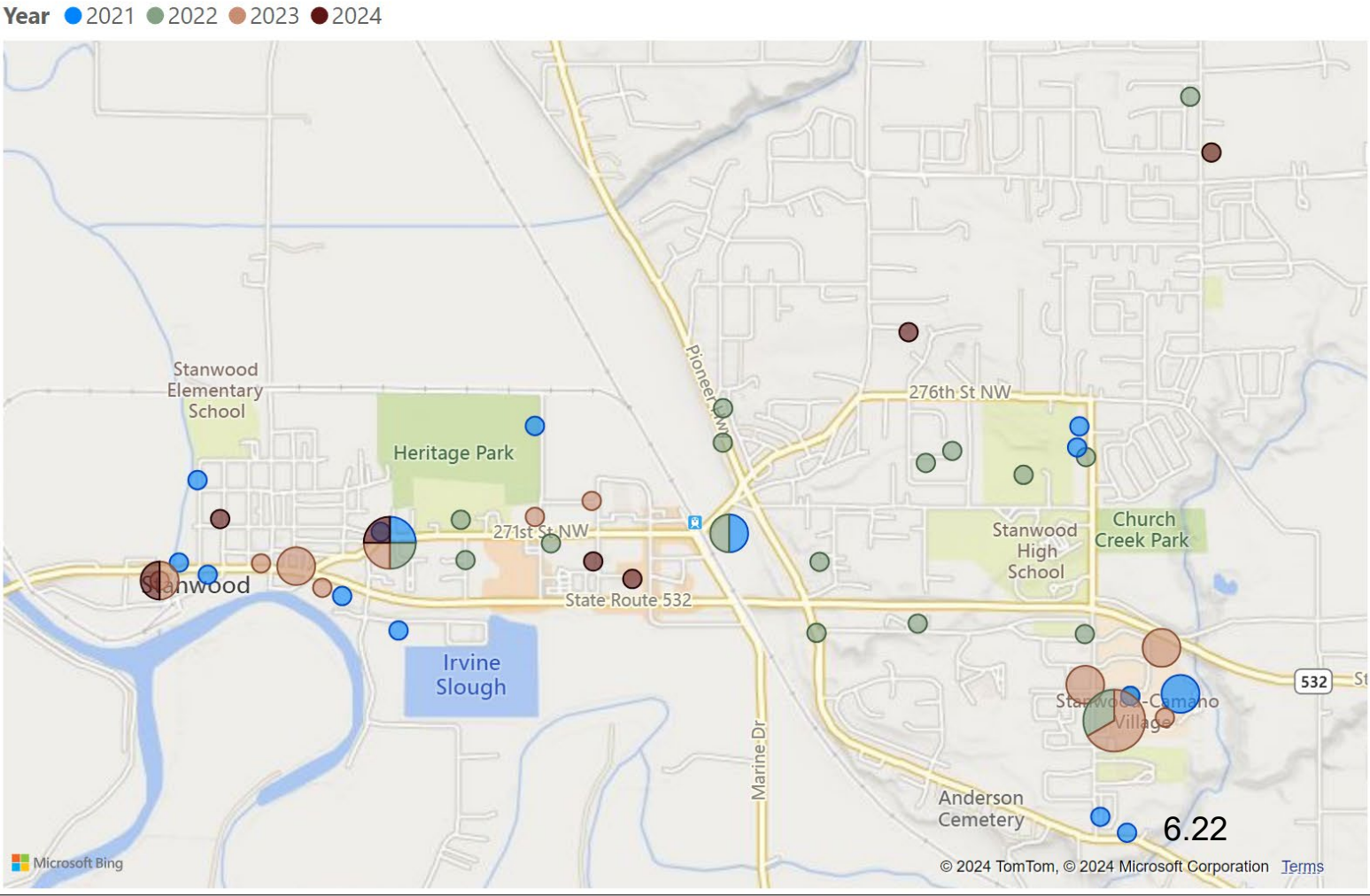
Stanwood West



Stanwood East



Count of CaseNumber by Year, Lat and Lon





**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7

DATE: December 12, 2024

SUBJECT: Public Works Committee Meeting Minutes

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – December 2, 2024, Public Works Committee Minutes

SUMMARY STATEMENT

Minutes from the December 2, 2024, Public Works Committee meeting are attached to this staff report for approval as presented.



Public Works Committee
Meeting Minutes
December 2, 2024

Attendance:

Councilmembers: Darren Robb, Tim Schmitt, Marcus Metz
City Staff: City Engineer Alan Lytton, Public Works Director Kevin Hushagen, Finance Director David Hammond, Public Works Office Specialist Amanda Slattery

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

Call to order at 5:31 pm

Agenda Items:**1. Tax Increment Financing**

- David Hammond, Finance Director, provided an overview of Tax Increment Financing and examples of potential uses.
- **Action Taken:** No action taken, discussion only.

2. TIB Grant Agreements

- Allan Lytton, City Engineer, presented information on two Transportation Improvement Board (TIB) grants received for projects summer 2025:
 - 80th Street Overlay
 - Twin City Mile Mainstreet Project
- **Action Taken:** No action taken, discussion only.

3. Cedarhome Drive Water Project

- Allan Lytton, City Engineer, reviewed the scope and fee for the proposed Cedarhome Drive Water Project.
- **Action Taken:** No action taken, discussion only.

4. SR532 and 72nd Intersection Improvements

- Allan Lytton, City Engineer, discussed a contract with Kimley-Horn for professional design services for the SR532 and 72nd Intersection Improvements.
- **Action Taken:** No action taken, discussion only.

Adjourn: 7:10 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: December 12, 2024

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Amy Bergemeier, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 39040 through 39065 and electronic fund transfers in the amount of \$136,469.59 Approve issuance of Washington Federal payroll electronic fund transfers in the amount of \$50,000.00.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 39040 THROUGH 39065 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$136,469.59 AND ISSUANCE OF WASHINGTON FEDERAL PAYROLL ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF 50,000.00.

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 10:57:27 Date: 12/03/2024

11/20/2024 To: 12/03/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5741	11/22/2024	Payroll	3	EFT		3,350.00	November 2024 Draw
5742	11/22/2024	Payroll	3	EFT		1,800.00	November 2024 Draw
5743	11/22/2024	Payroll	3	EFT		2,500.00	November 2024 Draw
5744	11/22/2024	Payroll	3	EFT		2,500.00	November 2024 Draw
5745	11/22/2024	Payroll	3	EFT		2,000.00	November 2024 Draw
5746	11/22/2024	Payroll	3	EFT		1,000.00	November 2024 Draw
5747	11/22/2024	Payroll	3	EFT		2,000.00	November 2024 Draw
5748	11/22/2024	Payroll	3	EFT		3,000.00	November 2024 Draw
5749	11/22/2024	Payroll	3	EFT		4,000.00	November 2024 Draw
5750	11/22/2024	Payroll	3	EFT		2,000.00	November 2024 Draw
5751	11/22/2024	Payroll	3	EFT		2,000.00	November 2024 Draw
5752	11/22/2024	Payroll	3	EFT		2,450.00	November 2024 Draw
5753	11/22/2024	Payroll	3	EFT		1,800.00	November 2024 Draw
5754	11/22/2024	Payroll	3	EFT		2,000.00	November 2024 Draw
5755	11/22/2024	Payroll	3	EFT		1,500.00	November 2024 Draw
5756	11/22/2024	Payroll	3	EFT		1,800.00	November 2024 Draw
5757	11/22/2024	Payroll	3	EFT		1,000.00	November 2024 Draw
5758	11/22/2024	Payroll	3	EFT		2,800.00	November 2024 Draw
5759	11/22/2024	Payroll	3	EFT		2,000.00	November 2024 Draw
5760	11/22/2024	Payroll	3	EFT		500.00	November 2024 Draw
5761	11/22/2024	Payroll	3	EFT		4,500.00	November 2024 Draw
5762	11/22/2024	Payroll	3	EFT		1,500.00	November 2024 Draw
5763	11/22/2024	Payroll	3	EFT		2,000.00	November 2024 Draw
5796	11/21/2024	Claims	3	EFT	Databar Inc.	429.88	8952
5797	11/21/2024	Claims	3	EFT	Edge Analytical, Inc	325.00	STA01
5798	11/21/2024	Claims	3	EFT	Maul Foster Alongi, Inc.	30,522.38	City of Stanwood; City of Stanwood
5799	11/21/2024	Claims	3	EFT	Metron And Associates, Inc.	647.50	City of Stanwood
5800	11/21/2024	Claims	3	EFT	PACE Engineers, Inc	18,171.70	City of Stanwood
5801	11/21/2024	Claims	3	EFT	PACE Engineers, Inc	1,299.25	City of Stanwood
5802	11/21/2024	Claims	3	EFT	Kevin J Pellham	275.00	City of Stanwood - boots reimbursement
5803	11/21/2024	Claims	3	EFT	Perteet Inc.	5,324.84	City of stanwood
5804	11/21/2024	Claims	3	EFT	Perteet Inc.	546.57	City of Stanwood
5805	11/21/2024	Claims	3	EFT	RH2 Engineering Inc	1,109.02	City of Stanwood
5806	11/21/2024	Claims	3	EFT	RH2 Engineering Inc	794.89	City of Stanwood
5807	11/21/2024	Claims	3	EFT	RH2 Engineering Inc	2,112.27	City of Stanwood
5808	11/21/2024	Claims	3	EFT	Jarred H Stark	106.00	City of Stanwood-Reimbursement
5809	11/21/2024	Claims	3	EFT	Sultini LLC	16,436.27	City of Stanwood
5810	11/21/2024	Claims	3	EFT	US Bank	7,012.79	4485 5945 5564 1495
5811	11/21/2024	Claims	3	EFT	Vestis	52.68	937963000
5937	11/26/2024	Claims	3	EFT	WA St Dept of Revenue **	23,080.38	Oct Excise Tax due Nov 2024
5938	11/26/2024	Claims	3	EFT	HSA Bank	5.00	Nov fee
5812	11/21/2024	Claims	3	39040	Fastenal	11.82	City of Stanwood
5813	11/21/2024	Claims	3	39041	Gray & Osborne Inc	3,664.22	City of Stanwood; City of Stanwood
5814	11/21/2024	Claims	3	39042	Lenz Enterprises, Inc.	96.17	City of Stanwood
5815	11/21/2024	Claims	3	39043	ODP Business Solutions, LLC	254.01	36274097; 36274097; 36274097; 36274097
5816	11/21/2024	Claims	3	39044	PUD Of Snohomish County *	900.97	201942398; 202423729; 200794063
5817	11/21/2024	Claims	3	39045	Puget Sound Hardware, Inc	20.59	City of Stanwood
5818	11/21/2024	Claims	3	39046	Quality Controls Corporation	2,493.22	City of Stanwood
5819	11/21/2024	Claims	3	39047	Ricoh USA, Inc.	275.68	1316669-3887627; 131669-3816549
5820	11/21/2024	Claims	3	39048	Safeway	48.20	191483; 191483
5821	11/21/2024	Claims	3	39049	Skagit Farmers Supply	1,899.55	135052; 135052; 135052; 135052; 135052; 135052; 135052
5822	11/21/2024	Claims	3	39050	Skagit Valley Publishing	467.61	48893; 48893; 48893; 48893; 48893

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 10:57:27 Date: 12/03/2024

11/20/2024 To: 12/03/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5823	11/21/2024	Claims	3	39051	Sno Co Prosecuting Attorney *	2,250.00	City of Stanwood
5824	11/21/2024	Claims	3	39052	Snohomish County Treasurer	2,958.04	91-6001368
5825	11/21/2024	Claims	3	39053	Everett Daily Herald/ Sound Publishing, Inc.	939.84	14104597; 14104597; 14104597
5826	11/21/2024	Claims	3	39054	Stanwood Ace Hardware #14901	764.05	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
5827	11/21/2024	Claims	3	39055	Stanwood City Utility	3,598.50	1271; 4252; 1241; 4724; 1473; 1573; 1587
5828	11/21/2024	Claims	3	39056	Stilly Auto Parts LLC	66.70	27197; 27197
5829	11/21/2024	Claims	3	39057	WA Assn Sheriffs/ Police Chiefs	120.00	STAN00100
5830	11/21/2024	Claims	3	39058	WA St Auditor's Office	4,451.20	City of Stanwood
5831	11/21/2024	Claims	3	39059	WA St Dept of Licensing *	780.00	City of Stanwood
5832	11/21/2024	Claims	3	39060	Washington Economic Development Assn.	400.00	City of Stanwood
5833	11/21/2024	Claims	3	39061	Washington State Patrol *	212.00	91-6001127
5834	11/21/2024	Claims	3	39062	Wave Broadband	139.18	3201-0316547-01
5835	11/21/2024	Claims	3	39063	Wilbur-Ellis Company LLC	715.82	2388993
5910	12/02/2024	Claims	3	39064	Refund-	655.80	City of Stanwood- Christmas Trees
5911	12/02/2024	Claims	3	39065	C/O Matthew Heist SCCFOA	35.00	City of Stanwood-Charlee

001 General Fund	71,380.02
101 Street Fund	2,357.50
103 Street Construction Fund	5,871.41
104 Park And Trail Improvement Fund	30,522.38
110 Building Improvement Fund	16,650.69
115 Tourism And Promotion	390.29
401 Sewer Fund	13,624.88
403 Sewer Construction Fund	652.54
410 Drainage Fund	2,800.82
411 Drainage Construction Fund	19,828.95
421 Water Fund	19,261.66
422 Water Construction Fund	2,112.27
630 Agency Fund	1,016.18

186,469.59 Claims: 136,469.59
Payroll: 50,000.00

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

() Finance Director () Auditing Officer Wendy Dowhower Date: 12/03/2024
(X) Deputy Finance Director

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: December 12, 2024

SUBJECT: City Council Meeting Minutes – November 25, 2024

CONTACT PERSON: Lisa Sokolik, City Clerk

ATTACHMENTS: A – Council Meeting Minutes

SUMMARY STATEMENT

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

RECOMMENDED MOTION

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

CITY OF STANWOOD

Regular Meeting of the City Council

Monday, November 25, 2024 | 7:00 p.m.

Location: Stanwood Fire Station 99, 8117 267th St NW

MINUTES

1. Call to Order and Pledge of Allegiance

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

2. Roll Call

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

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, City Engineer Alan Lytton, Finance Analyst Tim Niebruegge, City Attorney Nikki Thompson, Police Chief Jason Toner, Fire Chief John Cermak, and City Clerk Lisa Sokolik. Utility Supervisor Leigh Danielson attended via Zoom.

3. Approval of the Agenda

Mayor Roberts requested to amend the agenda by adding item 9a Flock Cameras and item 11 Ordinance 1544 dangerous dog code amendment.

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

4. Presentations

5. Public Comment

<u>Name</u>	<u>City</u>	<u>Topic</u>
Cathy Wooten	Stanwood	Has questions and concerns regarding the rate increase.

6. Staff / Department Report

7. Council Committee Reports

- Community Development Committee Meeting Minutes – Nov. 7, 2024
- Economic Development Board Meeting Minutes – September 20, 2024
- Planning Commission Meeting Minutes – October 14, 2024
- Public Safety Committee Meeting Minutes – November 14, 2024

8. Consent Agenda

- Approve Vouchers and Payroll Checks
- Approve City Council Regular Meeting Minutes – November 14, 2024

- c. Approve Reappointment of Economic Development Board Members Paul Brar, Teresa LaFleur, and Dustin Dekle
- d. Approve Reappointment of Planning Commissioners Patrick Hosterman, Gabrielle Braley, and Jeff Wheatley

*Motion by Councilmember Metz, second by Councilmember Gaumond to approve consent agenda items A. approval of vouchers and payroll checks, B. approve City Council Regular meeting minutes for November 14, 2024, C. approve reappointment of Economic Development Board Members Paul Brar, Teresa LaFleur, and Dustin Dekle, and D. approve reappointment of Planning Commissioners Patrick Hosterman, Gabrielle Braley, and Jeff Wheatley. **Motion carried unanimously.***

9. Unfinished Business

- a. Approve Flock Camera System

Chief Toner explained the benefits of the Flock Camera System. The cameras will be a useful tool for police officers, helping them be as effective and efficient as possible. As Stanwood continues to grow, from 8,000 to 10,000, with no additional deputies available to be added, the cameras can be a force multiplier. Data stored on the cameras are deleted after thirty days, officers only retain video necessary for investigations. Council can decide to remove the cameras any time after two years without penalties.

Council discussed the pros and cons, and the number of cameras needed to cover all roads leading into/out of the city, the option to begin with fewer cameras initially, the added safety to the city by using the camera system, and how surrounding cities add cameras to their initial install. Toner answered that 14 cameras would cover all ingress and egress of the city. The surrounding cities that only have a few cameras have their own municipal police force, so they have more deputies.

Motion by Councilmember Robb, second by Councilmember Hicks to authorize the mayor to execute a contract with Flock Safety in the amount of \$92,200.00.

Motion carried 6 yea, 1 nay (Councilmember Schmitt).

- b. Approve Second Reading and Adopt Resolution 2024-14 Capital Improvement Plan 2025-2030

Motion by Councilmember Hicks, second by Councilmember Metz to accept the second reading and adopt Resolution 2024-14 Six-Year Capital Improvement Plan 2025-2030.

Motion carried unanimously.

- c. Approve Second Reading and Adopt Ordinance 1541 SMC Chapter 12 Utility Rate Adjustment

Hammond presented the second reading of Ordinance 1541.

Council discussed, asked questions, and raised concerns about the utility rate increase.

Motion by Councilmember Shepro, second by Councilmember Hicks to approve the second reading of Ordinance 1541 Updating Water, Sewer, and Drainage Utility Rates 2025-2030 and to hold a third reading on December 12, 2024.

Roll call of votes was taken:

<i>Councilmember Gaumond</i>	<i>– Yes</i>
<i>Councilmember Metz</i>	<i>– No</i>
<i>Councilmember Robb</i>	<i>– No</i>
<i>Councilmember Hicks</i>	<i>– No</i>
<i>Councilmember Shepro</i>	<i>– Yes</i>
<i>Councilmember Bergman</i>	<i>– No</i>
<i>Councilmember Schmitt</i>	<i>– Yes</i>

Motion failed 3 yea, 4 nay.

Motion by Councilmember Metz, second by Councilmember Robb to approve the second reading and adopt Ordinance 1541 Updating Water, Sewer, and Drainage Utility Rates 2025-2030.

Roll call of votes was taken:

<i>Councilmember Gaumond</i>	<i>– Yes</i>
<i>Councilmember Metz</i>	<i>– Yes</i>
<i>Councilmember Robb</i>	<i>– Yes</i>
<i>Councilmember Hicks</i>	<i>– Yes</i>
<i>Councilmember Shepro</i>	<i>– Yes</i>
<i>Councilmember Bergman</i>	<i>– Yes</i>
<i>Councilmember Schmitt</i>	<i>– No</i>

Motion passes 6 yea, 1 nay.

10. Public Hearing

- a. Approve Second Reading and Adoption of Ordinance 1540 2025-2026 Biennial Budget

Mayor Roberts opened the public hearing at 8:50 p.m. With no public testimony, Mayor Roberts closed the public hearing at 8:51 p.m.

Hammond presented the 2025-2026 Biennial Budget noting minor corrections from the first reading.

Council asked questions and made comments.

Motion by Councilmember Bergman, second by Councilmember Shepro to approve the second reading and adopt Ordinance 1540 2025-2026 Biennial Budget.

*Roll call of votes was taken. **Motion carried unanimously.***

11. New Business

a. Approve First Reading of Ordinance 1544 Dangerous Dog Code Amendment

Love explained the updates to the Dangerous Dog Code. The dog owner has five (5) business days to register a dangerous or potentially dangerous dog and the city has 21 days to inspect the property to ensure all requirements have been met. The requirements are:

- Dog needs to be registered.
- Property owner has posted signs.
- Dog is restrained (fenced or chained).
- Dog must be on leash when off property and must wear an orange warning collar.
- Dog needs to be micro chipped.

Council asked if it's a requirement for dangerous dogs to be vaccinated and have liability insurance. Chief Toner answered there are two dangerous dog sections in the code. If the dog **is** deemed dangerous, liability insurance is required. If the dog is deemed potentially dangerous, insurance is not required. Hammond confirmed when a dog is issued a license, staff verifies that the dog has been vaccinated.

Motion by Councilmember Hicks, second by Councilmember Shepro to accept the first reading of Ordinance 1544 as set forth in attachment A and to proceed with the second and final reading.
Motion carried unanimously.

12. Public Closing Comments

No closing comments.

13. Executive/Legislative Reports

- Mayor's Report
- City Administrator Report
- Councilmember's Report/Questions

14. Recess to Executive Session

No executive session scheduled for this meeting.

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 9:15 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: December 12, 2024

SUBJECT: Washington State Transportation Board (TIB) Grants

CONTACT PERSON: Alan Lytton, City Engineer

ATTACHMENTS: A – 2024 Overlay Project Grant Agreement
B – Twin City Mile Main Street Improvement Grant Agreement

PURPOSE

The purpose of this agenda item is for Council to authorize the mayor to sign two agreements with the Transportation Improvement Board (TIB) for grant funding of the 80th Ave NW Overlay project and the Twin City Mile Main Street project.

BACKGROUND

The City was successful in obtaining grant funding from TIB for paving 80th Avenue from 279th PI NW to 284th Street NW. This grant is for 83% of the eligible costs, requiring a 17% match by the city. The total grant funding is \$222,710, the total project estimate is \$267,000. The matching funds will come from the Transportation Benefit Sales Tax. This project is in the City's 2025 budget and Capital Improvement Plan. This project will be designed and managed in house.

The City was also successful in receiving TIB funds for the Twin City Mile Main Street project. This project will rebuild the intersection at 88th Avenue to add pedestrian bulb outs, paver sidewalk sections, and stamped brick crosswalks. We will also rebuild the mid-block crossing downtown to add compliant ADA ramps, in ground lighting, and brick details. We have received \$817,483 dollars in grant funding matching at an 85% rate. The 15% local funds will come from Transportation Benefit Sales Tax, General Fund, and impact fees.

ANALYSIS

Both projects are listed in the Six-Year Transportation Improvement Plan and the Capital Improvement Plan. The current budget shows \$459,000 for Overlay and ADA improvements in 2025, and \$1,744,552 for the Twin City Mile project.

RECOMMENDATIONS

Staff Recommendation:

Authorize the mayor to execute the grant agreement with TIB for the 2024 Overlay project and the Twin City Mile Main Street Improvements project.

Committee/Board Recommendation:

Public Works Committee has been informed of the grant funds.

CITY COUNCIL OPTIONS

1. Authorize the mayor to execute the grant agreements with the TIB.
2. Do not authorize the mayor to execute the grant agreement with the TIB projects.
3. Send this to committee for further discussion.

PROPOSED MOTIONS

“I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT WITH THE TRANSPORTATION IMPROVEMENT BOARD FOR THE 2024 OVERLAY PROJECT.”

AND

“I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT WITH THE TRANSPORTATION IMPROVEMENT BOARD FOR THE TWIN CITY MILE MAIN STREET IMPROVEMENT PROJECT.”

City of Stanwood
3-P-823(010)-1
80th Avenue NW Overlay
279th PI NW to 284th St NW

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Stanwood
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 80th Avenue NW Overlay, 279th PI NW to 284th St NW (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stanwood, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 83.1330 percent of approved eligible project costs up to the amount of \$222,710, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

City of Stanwood
C-P-823(001)-1
Twin City Mile Mainstreet Improvements
84th Ave NW to 88th Ave NW

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Stanwood
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Twin City Mile Mainstreet Improvements, 84th Ave NW to 88th Ave NW (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stanwood, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 85.0000 percent of approved eligible project costs up to the amount of \$817,483, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

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Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d

DATE: December 12, 2024

SUBJECT: Dangerous Dog Code Amendment

CONTACT PERSON: Patricia Love, Community Development Director
Jason Toner, Police Chief

ATTACHMENTS: A – Ordinance 1544 Dangerous Dog Code Amendment

PURPOSE

The purpose of this agenda item is for Council review and acceptance of the second and final reading of Ordinance 1544, amending Title – 8, Animals, of the Stanwood Municipal Code, updating the dangerous dog registration regulations.

SUMMARY

As may be necessary from time to time, amendments to the Municipal Code are needed to ensure the code adequately reflects city procedures and best practices. Recently the Police Department identified a gap in the newly adopted animal code ordinance regarding procedures. The following amendments are necessary to ensure the dangerous dog provisions of the code are aligned with Departmental procedures:

- People have 5 business days to register their dog with the Police Department;
- Owners must maintain their dog registration as long as they own the dog; and
- The City has 21 calendar days to inspect the owner's property to ensure the dog is secured; and

BACKGROUND

The City Council adopted Title 8, Animals, in May of 2024 as part of the Municipal Code Update project. After adoption, the Police Department declared at least two dogs as "potentially dangerous" under the adopted animal code amendments. During this process the Department found a few minor gaps in the code requirements in regard to procedures and compliance timelines.

ANALYSIS

Chapter 8.14, Dogs – Dangerous and Potentially Dangerous, includes the procedure requirements to declare dogs as dangerous / potentially dangerous and the requirements that owners need to take to ensure their dogs are registered and safely secured. The following amendments are necessary to ensure timely compliance and enforcement of the dangerous dog regulations.

8.14.050 Registration Requirement for Potentially Dangerous and Dangerous Dogs

- (1) An owner of a potentially dangerous or dangerous dog must register the dog with the Stanwood Police Department within five business days of obtaining the dog or the dog being declared “potentially dangerous” or “dangerous”.**
- (2) An owner of a potentially dangerous or dangerous dog must maintain ~~their~~ **current** ~~current~~ **certificate** registration ~~of~~ **for** the dog with the police department, including maintaining the current address of the dog with the city at all times. The owner must notify the police department if the dog dies, is removed from the city, or has its ownership transferred to another person.
- (3) Within 21 calendar days of registration, the police department, or their designee, must be permitted to inspect the owner’s property for compliance with the** ~~may not issue a certificate of registration to the owner of a potentially dangerous or dangerous dog unless the owner presents sufficient evidence of compliance with the signage and secure enclosure requirements of SMC 8.14.060 and 070.~~
- ~~(4) No violation of the registration requirements occurs until ten days after the initial declaration of a dog as potentially dangerous or dangerous.~~

Responses to Council Questions (Second Reading):

At Council’s November 25 meeting Council had a few clarifying questions regarding how dangerous or potentially dangerous dogs were managed in the City. Below is a recap of the questions and responses provided at the meeting.

Are dogs required to be vaccinated?

To receive a dog license from the City of Stanwood, an owner must provide a copy of their veterinarian certificate showing the dog has had its current rabies immunization. (8.17.060, License – Application)

A dangerous or potentially dangerous dog must be registered with the City Police Department, who requires the dog to have a city dog license. Which then ensures that all such dogs are vaccinated.

Are there insurance requirements for keeping of dangerous dogs?

A person who owns a declared dangerous dog must obtain and maintain an insurance policy in the amount of \$500,000 for personal injuries inflicted by the dog. (8.14.070(1)(g)) Owners of potentially dangerous dogs are not required to obtain insurance liability coverage.

What is the definition of dangerous dogs?

Per SMC 8.14.030, Definitions:

“Dangerous dog” means any dog that:

- (a) Inflicts severe injury on a human being without provocation on public or private property;
- (b) Kills a domestic animal without provocation while the dog is off the owner’s property; or
- (c) Has been previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans.

“Potentially dangerous dog” means:

- (a) Any dog that when unprovoked, inflicts bites on a human or a domestic animal either on public or private property; or
- (b) Any dog that when unprovoked, chases or approaches a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or
- (c) Any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to cause injury or otherwise to threaten the safety of humans or domestic animals.

Are there certain breeds that are classified as dangerous dogs?

Stanwood Municipal Code does not automatically define any breed as dangerous or potentially dangerous. For the Police Department to declare an animal dangerous or potentially dangerous the following must occur (8.14.040(2):

- A written complaint of a person who is willing to testify that the animal has acted in a manner which causes it to fall within the definition;
- One or more dog bite reports filed with the police department;
- Actions of the dog witnessed by any animal control officer or law enforcement officer; or
- Other substantial evidence, including hearsay if it is of a nature that a reasonable and prudent person would rely upon.

As noted by Chief Toner, any dog can be a dangerous or potentially dangerous dog. The breed of the dog does not inherently make it dangerous, but instead its behavior is what determines if a dog is dangerous or not.

Fiscal Impact
No direct financial impact.

RECOMMENDATIONS

Staff Recommendation:

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

Committee/Board Recommendation:

These amendments were not taken to Committees as they are minor in nature and requested by the Police Chief.

CITY COUNCIL OPTIONS

1. Accept the second and final reading of Ordinance 1544 adopting amendments to the dangerous / potentially dangerous dog regulations.
2. Request changes to Ordinance 1544 and direct staff to address specific Council issues or concerns prior to Council reconsideration the ordinance.

PROPOSED MOTION

“I MOVE TO ACCEPT THE SECOND READING AND ADOPT ORDINANCE 1544 AS SET FORTH IN ATTACHMENT “A”.”

**CITY OF STANWOOD
WASHINGTON**

ATTACHMENT A

ORDINANCE NO. 1544

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE CHAPTER 8.14. DOGS – DANGEROUS AND POTENTIALLY DANGEROUS AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the city adopted Ordinance 1529 on May 9, 2024, updating the Municipal Code as it relates to animal control, licensing and regulations; and

WHEREAS, recently the Police Department declared a couple of dogs in town as potentially dangerous applying the updated code requirements; and

WHEREAS, the Police Department identified procedure and compliance timeline gaps in the code; and

WHEREAS, an amendment to the Stanwood Municipal Code, Chapter 8.14, Dogs – Dangerous and Potentially Dangerous, is necessary to ensure timely compliance and enforcement of the dangerous dog regulations; and

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

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

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

Section 1. Code Revisions. Stanwood Municipal Code Section 8.14.050, Registration Requirement for Potentially Dangerous and Dangerous Dogs, is amended as provided in Exhibit “A” attached to this ordinance and incorporated herein by reference as if set forth in full.

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

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

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

PASSED and APPROVED this ____ day of _____, 2024.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

Exhibit A

Stanwood Municipal Code Chapter 8.14 – Dogs - Dangerous and Potentially Dangerous

Chapter 8.14 Dogs—Dangerous and Potentially Dangerous

8.14.050 Registration Requirement for Potentially Dangerous and Dangerous Dogs

- (1) An owner of a potentially dangerous or dangerous dog must register the dog with the Stanwood Police Department within five business days of obtaining the dog or the dog being declared “potentially dangerous” or “dangerous”.
- (2) An owner of a potentially dangerous or dangerous dog must maintain their ~~a current certificate~~ registration ~~of for~~ the dog with the police department, including maintaining the current address of the dog with the city at all times. The owner must notify the police department if the dog dies, is removed from the city, or has its ownership transferred to another person.
- (3) Within 21 calendar days of registration, the police department, or their designee, must be permitted to inspect the owner’s property for compliance with the ~~may not issue a certificate of registration to the owner of a potentially dangerous or dangerous dog unless the owner presents sufficient evidence of compliance with the signage and secure enclosure requirements of SMC 8.14.060 and 070.~~
- (4) ~~No violation of the registration requirements occurs until ten days after the initial declaration of a dog as potentially dangerous or dangerous.~~

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a
DATE: December 12, 2024
SUBJECT: 2025 Consolidated Schedule of Fees and Charges
CONTACT PERSON: Patricia Love, Community Development Director
David A. Hammond, Finance Director
ATTACHMENTS: A – Resolution 2024-15 Consolidated Fee Schedule
B – Park Impact Fee Methodology
C – Traffic Impact Fee Methodology

ISSUE

The purpose of this agenda item is for Council consideration and approval of Resolution 2024-15 updating the City's Consolidated Schedule of Fees and Charges.

BACKGROUND

In accordance with city policy to annually review and update to the City's fee schedule, the attached resolution provides fee adjustments to impact fees based on 1) the adopted Capital Improvement Program, 2) amendments to permit fees based on permit review processing timelines, and 3) incremental fee increases to recover costs related to salary increases.

DISCUSSION

Land Use Fees:

In 2024, the Community Development Department undertook a permit fee audit to evaluate the cost of permitting services and assess whether the City is recovering its costs. The study found that some fees exceeded the actual cost of services while others were below cost. Below is a summary of the methodology used to analyze the current permitting costs.

2024 Permit Time / Cost Analysis Methodology

- Step 1: Identified all major steps in the City's permitting process from start to finish: Project Setup, Notice of Completeness, Plan Review Routing, Notice of Application, Project Review, SEPA Review, Staff Report Preparation, Scheduling and Posting of Public Hearing, Holding a Public Hearing, Notice of Decision, Routing Decision to Ecology
- Step 2: Identified sub-tasks needed to complete each step.

Step 3: Identified all staff associated with each step and sub-task: planning, engineering and finance.

Step 4: Applied the average time for staff to complete each sub-task and multiplied that time by their 2024 hourly rate to determine the cost to complete each step.

Example:

Project Setup:

COST ANALYSIS - ALL STEPS				
Step Description	Staff Assigned (Title)	Time per Step	Hourly Rate (\$) 2024	Cost Per Step (\$) 2024
1. iWorQ Setup:				
1.1 Review or create iWorQ permit	Associate Planner			
1.2 Migrate permit files from iWorQ into S:// Drive				
1.3 Add intake fees to iWorQ				
1.4 Update property information in iWorQ				
1.5 Send intake invoice to applicant		0.50	\$56.00	\$28.00
1.6 Finance processes applicant payment in springbrook	Finance	0.50	\$54.08	\$27.04
1.7 Planning processes payment in iWorQ and sends applicant receipt	Associate Planner	0.25	\$56.00	\$14.00
		1.25		\$69.04
2. Notice of Completeness				
2.1 Review application material for completeness	Planner			
2.2 Prepare Notice of Complete/Incomplete Application				
2.3 Send Notice to applicant		1.00	\$62.00	\$62.00
		1.00		\$62.00
3. Plan Review Routing				
3.1 Create city staff Plan Reviews in iWorQ permit file	Planner			
3.2 Draft applicable task orders for consultant reviews				
3.3 Route permit to appropriate city staff				
3.4 Route task order to applicable consultant				
3.5 Add CDD signature to task order and send back to consultant				
3.6 Add consultant fees to iWorQ		1.00	\$62.00	\$62.00
3.7 Finance processes applicant payment in springbrook	Finance	0.50	\$54.08	\$27.04
3.8 Planning processes payment in iWorQ and sends applicant receipt from consultant	Associate Planner	0.25	\$56.00	\$14.00
3.9 Notice to Proceed - Inform consultant that task order is paid	Planner	0.25	\$62.00	\$15.50
		2.00		\$118.54

Plan Review:

6b. First Review	Engineering Technician	3.00	\$75.00	\$225.00
6b.1 First Engineering Review	City Engineer	5.00	\$88.00	\$440.00
	PW Supervisor	2.00	\$86.20	\$172.40
6b.2 First Utilities Review	Water Lead	1.50	\$73.18	\$109.77
	Wastewater Lead	1.00	\$68.60	\$68.60
6b.3 First Planning Review	Planner	6.00	\$62.00	\$372.00
6b.4 First Building Review	Building Official	3.00	\$75.00	\$225.00
6b.5 First Fire Review	Fire Marshal	3.00	\$115.00	\$345.00
6b.6 Director Review	Director of PW	1.50	\$107.00	\$160.50
	Director of CDD	1.50	\$99.00	\$148.50
6b.7 Water/Sewer Availability - Engineer Review of Consultant's Work	City Engineer	2.00	\$88.00	\$176.00
6b.8 Compile agency and public comments	Planner			
6b.9 Prepare review comment document				
6b.10 Send review comments to applicant		1.00	\$62.00	\$62.00
		30.50		\$2,504.77

Step 5: Calculated the cost to conduct each step and applied those cost to each specific permit type.

Example:

Fees by Step		
Step 1	Permit Set Up	\$ 69.04
Step 2	Notice of Completeness	\$ 62.00
Step 3	Permit Routing	\$ 118.54
Step 4	Notice of Application	\$ 310.04
Step 5 a	Council Review (Planner)	\$ 744.00
Step 5 b	Council Review (Planner & Director)	\$ 1,114.00
Step 6 a	Plan Review (1st - Small Projects)	\$ 68.50
Step 6 b	Plan Review (1st Review)	\$ 2,504.77
Step 6 c	CDD Review	\$ 87.00
Step 7	Plan Review (2nd Review)	\$ 1,046.59
Step 8	SEPA	\$ 223.50
Step 9 a	Prepare Staff Report (Type I Grading)	\$ 124.00
Step 9 b	Prepare Staff Report (Simple Plan Review)	\$ 248.00
Step 9 c	Prepare Staff Report (Simple Plan Review)	\$ 496.00
Step 9 d	Prepare Staff Report (Complex Review)	\$ 744.00
Step 10	Schedule Public Hearing	\$ 45.00
Step 11	Post Public Hearing	\$ 177.00
Step 12	Public Hearing	\$ 427.50
Step 13	Notice of Decision	\$ 62.00
Step 14	DOE Routing	\$ 148.50

Adult Family Home:

Permit Type:
Administrative

Permit Steps: 1, 6a

Cost: \$137.54

Annexations:

Permit Type:
Council Approval

Permit Steps: 1, 2, 3,
4, 5a, 5b, 6b, 6c, 9d,
10, 11, 12, 13

Cost: \$6,464.89

Step 6: Compared the actual permitting cost to the fees listed in the adopted fee schedule. The attached resolution includes the updated fees reflecting the true cost of services. Changes have been shown in bold/underline for new fees and strikeout for old fees. All changes have been highlighted in yellow for ease of reading.

The 2024 permit fee analysis project highlighted the following two key findings:

- **Small Permits:** The analysis showed that costs for some smaller permits have decreased and only require minor adjustments to account for increased salaries and inflationary factors.
- **Larger, More Time-Consuming Permits:** These permits were found to be significantly underpriced, with fees falling well below the actual costs of review and processing. This discrepancy suggests that these larger permits have historically been subsidized by the City.

Park and Transportation Impact Mitigation Fees:

In keeping with City policy to regularly update the park and traffic impact mitigation fees, the fee schedule includes new impact fees based on the 2025 – 2030 Capital Improvement Plan. The fees have been calculated using the adopted formulas and the methodology reports are included as attachments to the fee resolution.

Impact Mitigations Fees

Category	Park Mitigation Fees		Transportation Mitigation Fees	
	2024	2025	2024	2025
Single Family Residential	\$2,218	\$2,462	\$4,928	\$5,324
Duplex / Townhomes	\$1,316	\$1,463	\$2,809	\$3,035
3/4 Triplex	\$1,805	\$2,003		
Accessory Dwelling Unit	50% SFR	\$1,231	50% SFR	\$2,662
Multifamily	\$1,481	\$1,645	\$2,513	\$2,715
Commercial / Industrial			\$4,928	\$5,324 / PM Peak

Fee Schedule Changes:

In addition, each city department reviewed the fee schedule to determine if any changes or updates were needed. Below is a summary of the proposed fee schedule changes.

Section	Subsection	Proposed 2025 Fee
Section 1 Administration of Fee Resolution	Administrative Fee	The federal rules for overhead (2 CFR 200.414 (f)) were updated effective April 22, 2024, from 10 percent to 15 percent.
	Convenience Fee	Updated the credit card convenience fee from 4.32% to 4.43% based on current costs.
		Minor text changes for clarity.
Section 2 Hourly Rate Schedule	Hourly Rate	Updated the staff hourly rates to reflect 2025 salary ranges. Note: the hourly rates were rounded up or down at the 0.5 mark.
Section 3 Land Use Fees and Charges	Permit Fees	Updated permit costs based on the land use fee analysis referenced above.
	Fire Permit Fees	Increased rates by 5% to account for the expected 2025 cost of living adjustment.

Section	Subsection	Proposed 2025 Fee
	Impact Mitigation Fees	Updated Park and Traffic Impact Fees in accordance with Capital Improvement Plan adopted by Council on November 25, 2024.
Section 8,9,and 10 - Utility Rates	Meter Reading Fee	Updated the monthly or bi-monthly water, sewer, and drainage utility rates as provided in Ordinance 1541 adopted by Council on November 25, 2024.
Section 13 Public Record Act	Body Work Camera Records Request Fee	Updated the hourly rate to provide records.
Section 16 Police Department Fees and Charges	Fees	Updated rate to issue concealed pistol license, extra fingerprint cards, and anti-harassment protection order.

Changes to the utility plant investment rate structure will be brought back to Council in early 2025 when the utility rate study is completed. Staff may also need to update the impact fee methodology at that time to reflect changes in state law. Staff recommends that the updated fee schedule become effective on January 1, 2025.

FINANCIAL IMPACT

Fiscal Impact			
Land Use Fees: Fee schedules are intended to recover city costs for services. The changes proposed are difficult to quantify due to the variability in application volumes received; however, the fees more accurately reflect current permitting costs and no amendment to current budgeted is expected due to the change in fees. Impact Mitigation Fees: Impact fees can vary by year based on the projects listed on the CIP. Since the fee is based on cost of improvements and adopted Level of Service standards, fees can go up or down depending on the type and number of projects included on the CIP list. The park and traffic impact fees have been updated to reflect the current CIP list as recently adopted. The update resulted in modest increases to both the park and traffic impact fees.			
Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends Council approve Resolution 2024-15 updating the City's Consolidated Schedule of Fees and Charges.

Committee/Board Recommendation:

The fee resolution is updated annually following adoption of the budget or budget amendment process. This has not gone to committee as it is generally reviewed by the Council as a whole.

CITY COUNCIL OPTIONS

1. Approve Resolution 2024-15 adopting a revised consolidated fee and charge schedule.
2. Request modifications to Resolution 2024-15 revising the consolidated fee and charge schedule.
3. Do not approve Resolution 2024-15 and direct staff to address specific questions or areas of concern.

RECOMMENDED MOTION

"I MOVE TO APPROVE RESOLUTION 2024-15 UPDATING THE CONSOLIDATED FEE SCHEDULE EFFECTIVE JANUARY 1, 2025."

**CITY OF STANWOOD
Stanwood, Washington**

RESOLUTION 2024-15

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON, ADOPTING A REVISED
CONSOLIDATED FEE AND CHARGE SCHEDULE AND TO REPEAL AND REPLACE
RESOLUTION NO. 2023-16**

WHEREAS, the City Council by Ordinance 1458 has ordained that all fees and charges shall be set by resolution; and

WHEREAS, on December 14, 2023, the City Council adopted Resolution 2023-16 further updating the City's consolidated fee schedule; and

WHEREAS, the City Council has determined that the existing fee schedule requires amending to recover reasonable costs of providing a wide array of local governmental services as well as to provide responsible cost recovery for staff and consultant time required to provide certain services; and

WHEREAS, the City has found that amendments are needed to update the 2024 Fee Resolution to include staff hourly rates and updates other permit fees; and

WHEREAS, the City Council wishes to make these fee adjustments to reflect the actual cost of services effective January 1, 2025.

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

Section 1. Fees and Charges. The schedule of fees and charges attached hereto and incorporated by this reference as Exhibit A in full is hereby adopted effective January 1, 2025.

Section 2. Reasonable Costs. The Stanwood City Council hereby finds that the fees and charges set forth in Exhibit A reflect the reasonable costs of providing the services set forth therein.

Section 3. Repealer. Resolution No. 2023-16 adopted on December 14, 2023 is hereby repealed in its entirety.

PASSED by the City Council and Approved by the Mayor this 12th day of December 2024.

ATTEST:

CITY OF STANWOOD

By: _____
Lisa Sokolik, City Clerk

By: _____
Sid Roberts, Mayor

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney



2025 Fee Schedule Resolution 2024 – 15 Adopted December 12, 2024

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City of Stanwood, Washington
Fee and Charges Schedule

The following rates, fees, and charges for various services provided, actions performed, or items sold by the City and/or its contract services providers, and fines levied against code violators, are hereby adopted:

Section 1: Administration of Fee Resolution

This fee and charges schedule is subject to the following additional fees, conditions, and administration:

ADMINISTRATIVE FEE:	An administrative fee of 15% 10% is added to all fees and charges listed herein whenever outside costs are incurred, except for outside costs incurred from a copying vendor that makes copies of documents for the City pursuant to a public records request.
OUTSIDE COSTS:	All outside costs shall be paid by the applicant as part of a permit application. Outside costs are generally all costs of services and materials billed to the City and shall include, but not be limited to, costs of publication and posting; attorney fees; filing fees; and reproductions costs; outside engineering, surveying and consultant services.
REIMBURSABLE COST RECOVERY:	The City reserve the right to recover all costs associated with corrective measures and enforcement actions taken by City staff, outside services or outside contractors hired by the City. Activities will be invoiced according to the hours of labor, equipment and materials to complete the work.
TECHNOLOGY FEE:	A technology fee of 5% is added to all fees and charges listed in Sections 3 and 4 herein to cover the costs of hardware, software and maintenance agreements. The 5% technology fee is not applied to outside costs. as described above as they are already charged a 10% overhead fee.
DEPOSITS:	All deposits required in this resolution shall be held for a period not to exceed three (3) months from the date of the completion of the project to allow for all bills related to the event to be received by the City and billed against the deposit. When costs exceed the original deposit, an additional deposit shall be required; if the actual costs are below the deposit amount the excess funds shall be refunded.
REFUNDS:	Except as provided by SMC 3.20.100 may be noted otherwise , fees and charges are non-refundable.
CONVENIENCE FEE	A 4.43% 4.32% convenience fee is added to all non-utility credit and debit card transactions to cover the City's processing costs.

Section 2: Hourly Rate Schedule

Fees for administrative review, which involves City staff time in excess of normal permit processing, and for any permit, or staff time, in which a fee is not established shall be as follows:

Department	Hourly Rate
Community Development:	
Community Development Director	\$104
Building Official	\$81
Communications and Marking Specialist	\$81
Park Planning Manger	\$63
Senior Planner	\$71
PW Lead Parks / Construction Inspector	\$74
Planner	\$64
Associate Planner	\$60
Engineering Department:	
Public Works Director	\$109
City Engineer / Capital Projects Manager	\$93
Associate Engineer	\$78
Public Works Office Specialist	\$62
Utilities:	
Water Treatment Plant Operator Lead	\$78
Water Treatment Plant Operator 2	\$70
North County Regional Fire Authority:	
Fire Marshal	\$121
Fire Inspector / Emergency Manager	\$103
Engine / Ladder Crew	\$195
Other:	
Undesignated Staff	\$67

Section 3: Land Use Fees and Charges

Depending on the project, multiple fees may apply. Check with the Community Development Department for the required fees.

Permit Type / Activity	Fee
Adult Family Home	\$138 \$75
Administrative Decision, Modification, Adjustment	\$100 First Application \$125 Each Additional Application
Administrative Interpretation	\$100
Administrative Review (Outside or beyond permit process)	Refer to Hourly Rate Schedule
Annexations	\$6,465 \$1,000
Appeals	\$500; Plus Cost Of Hearing If The Appeal Is Denied
Binding Site Plans	\$4,297 \$3,000; Plus \$300 Per Lot
Building Permit Fees (Various)	See Section 4
Civil Construction - Plan Review	
Residential Short Plat Developments 1-9 Units	\$1,500; Plus \$100 Per Lot For First Two Reviews; Plus Each Additional Review Will Be Charged Per The Hourly Rate Schedule; Plus Actual Costs Of Consultant Time If Applicable
Residential Subdivision Developments 10 or More Units	\$1,500; Plus \$150 Per Lot For First Two Reviews; Plus Each Additional Review Will Be Charged Per The Hourly Rate Schedule; Plus Actual Costs Of Consultant Time If Applicable
Commercial, Industrial and/or Multifamily Developments of 5+ Units:	\$5,000 For First Two Reviews; Plus Each Additional Review Will Be Charged Per The Hourly Rate Schedule; Plus Actual Costs Of Consultant Time If Applicable
Single Family and 2 Unit Duplex/Townhouse Developments:	No Fee; Costs Are Covered By Building Permit Fee

Permit Type / Activity	Fee
Multifamily 3- and 4-Unit Developments:	\$300 If Off-Site Improvements Are Required; No Fee If No Off-Site Improvements Are Needed
Consultant Fees	Applicants Shall Pay Actual Costs Of Charges
Civil Construction -Inspection Fees (Based on Valuation)	
\$0 - \$500,000	3.50% of Estimated Engineers Construction Cost ²
Greater than \$500,000 ¹	2.00% of Estimated Engineers Construction Cost ²
Government Facilities	Exempt ³
Inspection Fee Footnotes: 1. Minimum Inspection Fee \$19,500 and Maximum Inspection Fee \$60,000 2. Includes Labor, Equipment, Materials, Overhead, and Profit 3. "Government Facility" means a facility wholly or partially funded by tax dollars including government of the United States, the governments of the State of Washington, Snohomish county, the City of Stanwood, Regional Fire Authorities, Public Schools, Colleges, and Universities.	
Comprehensive Plan Amendment Request Fee (After Final Docket Approval)	\$3,000 \$1,500
Conditional Use and / or Amendment Fee	
Conditional Use – Single Family Residential	\$1,000; Plus Cost of Hearing
Conditional Use – Commercial / Industrial / Multifamily	\$5,566; Plus Cost of Hearing
Development Agreement	\$7,883 \$2,000 ; Plus Cost of Hearing
Docket Application	Free
Driveway Permit (Driveway Expansions or Alterations not in ROW)	\$318 \$80
Encroachment Permit	\$318 \$50 for New Structures; No Fee for Existing Structure Permitted before 2016
Engineering Deviation Request (Administrative)	\$100 First Application \$125 Each Additional Application

Permit Type / Activity	Fee
Environmental Review – Critical Areas	
Exemption (Non-Flood)	\$50 \$25
Exemption (Flood Areas)	\$50
Single Family / Duplex Critical Area Review	\$100 \$250
Subdivision (Short and Long Plats)/Multifamily / Commercial Critical Area Review	\$247 \$350
All Geotechnical Evaluations	\$150 \$350
Stormwater / Drainage Reports	\$150 \$350
Cultural Resource Reports	\$150 \$350
Peer Review of Environmental Documents	\$3,000 Deposit Plus Actual Cost
Fire Permits	
Sprinklers – Plan Review	\$362 \$345
Sprinklers – Permit Fee	Based on Valuation
Fire Alarm – Plan Review	\$362 \$345
Fire Alarm – Permit Fee	Based on Valuation
Commercial Hood (Type I and II) – Plan Review	\$242 \$230
Commercial Hood (Type I and II) – Permit Fee	Based on Valuation
Other Fire Safety System – Plan Review	\$242 \$230
Other Fire Safety System – Permit Fee	Based on Valuation
Re-Inspections for corrections	\$121 \$115
Base Rate for Non- SFR Residential Projects Exceeding 9 Hours of Review Time:	Hourly Rate
Fire Works Permit	\$100
Fire Works Stand Inspection	No Charge
Floodplain Certificate Development Permit	Free
Forest Practice Application Waiver	\$218 \$800 ; Plus \$100 / Acre Over 5 Acres; Plus Cost of Hearing
Franchise Agreements / Renewal Fees	Hourly Cost Based On Hourly Rate
Grading Plan Review	
0 – 49 Cubic Yards	No Charge
50 – 499 Cubic Yards	\$250
500 – 1,000 Cubic Yards	\$500
Over 1,000 Cubic Yards	\$750

Permit Type / Activity	Fee
Grading Permit Fee	No Fee; Costs Are Covered Under the Civil Construction Plan Review and Inspection Fee
Hearing Examiner Costs	
Public Hearing	\$3,000 Deposit Plus Actual Cost of Hearing
Reconsideration	\$200; Plus Actual Cost of Hearing
Landscape Plan	
Landscape Plan Review	\$198 \$400
Landscape Modification	\$99 \$200
Landscape Inspections	\$99 \$150
Landscape Re-Inspections	\$50 \$200 Per Re-Inspection
Consultant Peer Review (If Applicable)	Actual Cost
Land Use Permit Fee	
Land Use Permits (If Not Otherwise Listed Herein) Requiring a Public Hearing or Public Meeting	\$2,000 for First Two Reviews; Plus Each Additional Review Will Be Charged Per the Hourly Rate Schedule; Plus Actual Costs of Consultant Time
Land Use Permit Fee	Varies by Valuation:
Administrative Land Use Permits If Not Otherwise Listed Herein	Valuation: \$0 – \$5,000: \$125; Plus Actual Cost of Consultant Time
	Valuation: \$5,001 – \$15,000: \$250; Plus Actual Cost of Consultant Time
	Valuation: \$15,001 – \$30,000: \$500; Plus Actual Cost of Consultant Time
	Valuation: Over \$30,000 \$1,000; Plus Actual Cost of Consultant Time

Permit Type / Activity	Fee
Land Use Permit Fee	
Type 1 - Administrative	\$3,089
Type 2 – Administrative with Public Notice	\$4,669
Type 3 – Public Hearing	\$5,566
Type 4 – City Council Approval	\$6,310
General Information Meeting	No Fee
Permit Extension	\$100
Local Improvement District (Segregated Assessment Fees)	Deposit based on engineers estimate to prepare legal descriptions and the assessment roll.
Lot Line Adjustment (Boundary Line Adjustment)	\$3,002 \$950 ; Plus Consultant Review Fees
Mitigation Fees	
School	No Fees At This Time
Parks	
Single Family Residential	\$2,461 \$2,218 / Unit
Accessory Dwelling Unit (ADU)	\$1,231 (50% of the Principal Unit)
Duplexes and 2 Unit Townhomes	\$1,463 \$1,316 / Unit
3 or 4 Unit Townhomes or Apartments	\$2,003 \$1,805 / Unit
5+ Multifamily Buildings or Complexes	\$1,645 \$1,481 / Unit
Commercial and Industrial	No Fee At This Time
Traffic	
Single Family Residential - Detached	\$5,324 \$4,928 / Unit
Accessory Dwelling Unit (ADU)	\$2,662 (50% of the Principal Unit)
Single Family Residential – Attached (Duplexes and Townhomes)	\$3,035 \$2,809 / Unit
Multifamily	\$2,715 \$2,513 / Unit
Commercial and Industrial	\$5,324 \$4,928 Per PM Peak Hour Trip Or Per Traffic Study
Fire	No Fees at This Time

Permit Type / Activity	Fee
Deferred Impact Fee Application	\$50
Public Notice / Publications	Actual Costs
Rezone / Amendment	\$5,566 \$1,000
Right-of-Way (ROW)	
Underground Utilities Boring	\$318 \$150 Initial 100 LF \$150 Each Additional 1,000 LF
Street Cuts	\$318 \$150 ; First 50 - 100 LF of Trenching \$40; Per Additional 100 – up to 1,000 LF; Plus \$18 Per 100 LF or Portion Thereafter
Utilities Poles	\$318 \$150 First 6 Poles; Plus \$10 Per Each Additional Pole
Residential Driveway	\$318 \$100
Commercial Driveway	\$318 \$150
Other	Hourly \$100
Right to Farm (Under 10 Acres)	\$50
Right to Farm (10 Acres or Over)	\$100
SEPA (State Environmental Policy Act)	
Environmental Checklist – Non-Project Action	\$223 \$275
Environmental Checklist – Development Permit	\$223 \$450
Environmental Addendum	\$99 \$75
Environmental Exemption	\$50 Free
Environmental Impact Statement	Direct Costs, Including: Consultant and Attorney Fees and Staff Time at Hourly Rate
Shoreline Permits	
Shoreline Substantial Development	\$5,141 Based on Valuation: \$500: Under \$100,000 Val. \$1,000: \$100K – \$250 Val. \$2,000: Greater than \$250 Val.

Permit Type / Activity	Fee
Shoreline Conditional Use	\$5,938 \$950; Plus Cost of Hearing
Shoreline Variance	\$5,566 \$950; Plus Cost of Hearing
Sign Permit Plan Review	
Monument*	\$218 \$100
Freestanding*	\$218 \$100
Gable*	\$218 \$100
Wall and Projecting*	\$218 \$100
Marquee, Awnings and Canopies*	\$218 \$100
A Board and Other Portable Signs	\$28 \$10
Temporary Promotional Display	\$28 \$25
Sign Permit Modification	\$28 \$10
Sign Permit Variance	\$461 \$65
Feather Banner	\$218 \$10
State Surcharge on All Permits	\$6.50
*Building Permit Fees Are Also Required	
Street Vacation	\$4,768 \$350 Plus Engineering and Consulting Fees
Subdivisions (2-9 Lots – Short Subdivision)	\$4,669 \$3,600; Plus Engineering and Consulting Fees
Subdivision (10+ Lots – Formal Subdivision)	
Long Subdivision	\$7,000; Plus Cost of Hearing, Engineering and Consulting Fees
PRD / PUD Subdivision	\$5,500; Plus \$250 Per Lot and Cost of Hearing, Engineering and Consulting Fees
Subdivision – Final Plat (Short & Long Subdivisions)	\$700; Plus \$125 Per Lot
Short Subdivision	\$380
Long Subdivision	\$4,922
Subdivision – Plat Amendment (Short & Long Subdivisions)	Staff Time Per Hourly Rate Plus Cost of Hearing
Temporary Structures / Use	1 Hour of Staff Time Per Section 2: Hourly Rates
Transportation Concurrency	
Concurrency Evaluation	\$400; Plus Engineering and Consulting Fees

Permit Type / Activity	Fee
Concurrency Reconsideration	\$200; Plus Engineering and Consulting Fees
Unclassified Use Determination	\$5,566 \$1,000 ; Plus Cost of Hearing
Variances	
Administrative & Single Family Residential	\$1,186 \$600
Hearing Examiner Public Hearing	\$5,566 \$1,200 ; Plus Cost of Hearing
Water and Sewer Availability	
Site Specific Water and Sewer Availability Evaluation (Determination of Flow and Infrastructure Needs)	Actual Consultant Costs
Water Availability Letter Only	\$500
Sewer Availability Letter Only	\$500
Wireless Communication Facility (WCF)	
WCF and / or Small Cell Facility	\$2,000
Satellite Receiving Permit	\$25
Zoning Text Amendment (After Final Docket Approval)	Free \$800

Section 4: Building Permit Fees

Building Permit Type / Activity	Fee
Building Permit	Building Valuation Shall Be Based on the Building Valuation Data Sheet Released Bi-Annually in the February and August Issues of the Building Safety Journal Magazine Published by the International Code Council (ICC). After Determining the Building Valuation, Building Permit Fees Shall Be Determined Using the Following Chart:
Building Valuation	Fee
\$1.00 - \$500	\$25
\$501 - \$2000	\$25.00 for the first \$500; plus \$3.05 for each additional \$100.00 or fraction thereof up to and including \$2000.00
\$2,001 - \$25,000	\$70.75 for the first \$2,000; plus \$14.00 for each additional \$1,000.00 or fraction thereof up to and including \$25,000.00
\$25,001 - \$50,000	\$392.75 for the first \$25,000; plus \$10.10 for each additional \$1,000.00 or fraction thereof up to and including \$50,000.00
\$50,001 - \$100,000	\$644.25 for the first \$50,000; plus \$7.00 for each additional \$1,000.00 or fraction thereof up to and including \$100,000.00
\$100,001 - \$500,000	\$993.75 for the first \$100,000; plus \$5.60 for each additional \$1,000.00 or fraction thereof up to and including \$500,000.00
\$500,001 – 1,000,000	\$3,793.75 for the first \$500,000; plus \$4.75 for each additional \$1,000.00 or fraction thereof up to and including \$1,000,000.00
\$1,00,001 and up	\$5,608.75 for the first \$1,000,000; plus \$3.65 for each additional \$1,000.00 or fraction thereof

Building Permit Type / Activity		Fee	
Plan Check Fee		Plan Review Fees Shall Be Paid at the Time of Submitting Plans and Equal to 65% of the Building Permit Fee (Additional Fee – Not A Portion of the Building Permit Fee)	
Commercial Mechanical & Plumbing		Fee is Based on Valuation of Plumbing and/or Mechanical Work; The Valuation Used for Building Permits (Shown Above) Shall Also Be Used For Determining the Fees for Commercial Mechanical & Plumbing Permits	
Residential Mechanical & Plumbing		Base Fee of \$25; Plus Charges Identified in the Following:	
Type of Fixture		Type of Equipment	
Water Closet (Toilet)	\$15	Air Conditioner Unit	\$25
Bathtub	\$15	Boilers	\$20/\$30/\$40
Lavatory (Wash Basin)/Sink	\$15	Forced Air System / Furnace	\$25
Shower	\$15	Wall Heaters	\$16
Kitchen Sink & Disposal	\$15	Unit Heaters	\$16
Dishwasher	\$15	Evaporative Coolers	\$15
Laundry Tray	\$15	Ventilation Fans	\$15
Clothes Washer	\$15	Refrigeration Unit	\$25
Water Heater	\$15	Range Hood	\$20
Urinal	\$15	Air Handling Unit / Split Units	\$25
Drinking Fountain	\$15		
Floor Drain	\$15	Fireplace and Chimney	\$25
Backflow Prevention	\$20	Gas Piping (1-5 Outlets)	\$15
Roof Drains (Rail Leaders)	\$15	Gas Piping (>5 Outlets)	\$2.00 Each
Vacuum Breaker	\$15	Above Ground Tank	\$100
Water Service Line	\$15	Underground Tank	\$75
Hose Bib	\$15		
State Building Code Council Fee		Fee	
Residential Building Permits		\$6.50 Per Permit, Plus an Additional Surcharge of \$2.00 for Each Residential Unit After the First Unit	
Commercial Building Permits		\$25 Per Permit, Plus an Additional Surcharge of \$2.00 for Each Residential Unit After the First Unit	

Building Permit Type / Activity	Fee
Miscellaneous Permits	Fee
Certificate Of Occupancy or Change of Occupancy	\$25; Fee May be Applied to Building Permit If Required
Consultant Review – Plan Check and /or Inspections by Outside Consultants	Actual Costs
Deck, Carports, Ramps, Unheated Sunrooms, covered Porches, and Stairs	Based on Valuation
Demolition Permits	\$50 Shed \$150 Per Single Family Residential Unit \$250 Per Multifamily Building \$250 Per Commercial / Industrial Building \$60 Other Not Listed
Inspection - For Which No Fee is Specifically Indicated	Building Official Hourly Rate; Minimum of ½ hour charge
Mobile Home – Base Fee Single Wide Double Wide	\$200 \$300
Re-Inspection - When Access is Not Provided or Work Not Complete	Building Official Hourly Rate; Minimum of ½ Hour
Revision Fees – For Additional Plan Review or Inspections When the Work is Authorized by Permit Changes	Building Official Hourly Rate; Minimum of ½ Hour
Unfinished Basements – no heat, insulation and or sheetrock	Based on Valuation
Re-Roof Commercial Residential	\$100 Plan Review Permit Fee Based on Valuation \$250
Solar Panels	\$250

Section 5: Animal Fees and Charges

Activity	Fee
Animal Shelters, Kennels, Pet Shops, Grooming Service License	\$175
Commercial Kennel License	\$175
Dog License – Altered Annual Fee	\$10
Dog License – Dangerous Annual Fee	\$200
Dog License – Potentially Dangerous Annual Fee	\$100
Dog License – Replacement Tag/License	\$10
Dog License – Unaltered Annual Fee	\$50
Impoundment Fees	Fee
Impoundment – Livestock (SMC 8.02.080)	\$500 (to include all city costs per animal – including room and board) and double for each impoundment of the same animal during any one-year period.
Impoundment – Small Animals (Dogs and Cats) (SMC 8.02.170)	\$235 Monday – Friday during regular business hours and \$412 for after-hours (plus license fee to include all city costs per animal) and double for each impoundment of the same animal during any one-year period.
Violations & Infractions	Fine
Animal Control Civil Infraction Fine (SMC 8.02.490(2))	\$100 for first violation in 365 day period; \$200 for second violation in 365 day period.
Animal Control – 3 or More Violations in a 365 Day Period	Third or subsequent offenses of SMC 8.02 within a 365-day period shall be: A misdemeanor subject to jail term of not more than 90 days, a fine of not more than \$1,000 or both such fine and imprisonment.

Section 6: Code Violations - Penalties

Violation of City Ordinances (Unless Otherwise Specified in Municipal Code)	Fine
Class 1	\$250
Class 2	\$125
Class 3	\$50
Class 4	25
Civil Enforcement (Unless Otherwise Specified in Municipal Code)	Fine
Civil Penalties	\$100 / Day
Critical Area Violations	Up to \$25,000
Misdemeanors	Fine
Violation Misdemeanor	A jail term of not more than 90 days, a fine of not more than \$1,000, or both such fine and improvement plus costs
Gross Misdemeanor	A jail term of not more than 364 days, a fine of not more than \$5,000 or both such fine and imprisonment plus costs
Parking	Fine
Civil Infraction Fine (SMC 10.46.135)	\$35
If Paid Within 10 Days	\$10
Handicapped Violation (SMC 10.46.115)	\$350
If Paid Within 10 Days	\$175

Section 7: Utility Billing Fees & Charges

Fees for Properties With Existing Services	
Water Disconnection	Fee
Disconnection Fee – After Hours	\$150; Shut Off After 4:00 pm on Weekdays, Weekends, and Holidays
Disconnection Fee – Frequent	\$40; Shut Off More Than Once in a 12-Month Period
Disconnection – Regular	\$30
Meter Removal	\$150
Water Re-Connection (After Disconnection)	Fee
Connection Fee – After Hours	\$150; Turn on After 4:00 pm on Weekdays, Weekends, and Holidays
Connection Fee – Frequent	\$40; Turn on More Than Once in a 12-Month Period
Connection Fee – Regular	\$30
Meter Reinstallation	\$150
Other	Fee
Irregular Check Fee; Post Dated, Unsigned or Otherwise Not Acceptable for Bank Deposit	\$30
Lien Recording or Release	Actual Cost of Recording
Meter Read Outside Normal Cycle Requested by Customer	\$25
Returned for Non-Sufficient Funds Check Fee	\$30
Water Meter - Acts of Vandalism	Reimburse City for Actual Cost of Repairs
Meter Fee	
Permit Fee	\$50
Deposit Applied to Final Bill for Usage	\$300
	Plus - signed letter to repair/ replace the meter at cost if it is damaged or stolen.

Section 8: Sewer Fees & Charges

All sewer fees and charges shall be per Ordinance **1541** ~~1461~~. The fees listed below are provided for ease of use only. Refer to Stanwood Municipal Code Chapter 12.04 for all terms and conditions related to the rates.

Monthly Sewer System Rates – Year 2025 - 2027

	January 1, 2025		January 1, 2026		January 1, 2027	
Classification	Base Rate	Incremental Rate	Base Rate	Incremental Rate	Base Rate	Incremental Rate
Residential:						
Individually Metered	\$62.08	\$8.67	\$65.64	\$9.17	\$69.42	\$9.70
Master Metered (X No. Units)	\$62.08	\$8.75	\$65.64	\$9.25	\$69.42	\$9.78
Commercial:						
Light Commercial	\$62.08	\$8.67	\$65.64	\$9.17	\$69.42	\$9.70
Heavy Commercial	\$70.56	\$10.09	\$74.61	\$10.67	\$78.90	\$11.28
General Industrial	\$79.06	\$11.50	\$83.60	\$12.16	\$88.41	\$12.85

Monthly Sewer System Rates – Year 2028 - 2030

	January 1, 2028		January 1, 2029		January 1, 2030	
Classification	Base Rate	Incremental Rate	Base Rate	Incremental Rate	Base Rate	Incremental Rate
Residential:						
Individually Metered	\$73.41	\$10.25	\$77.63	\$10.84	\$82.10	\$11.47
Master Metered (X No. Units)	\$73.41	\$10.34	\$77.63	\$10.94	\$82.10	\$11.57
Commercial:						
Light Commercial	\$73.41	\$10.25	\$77.63	\$10.84	\$82.10	\$11.47
Heavy Commercial	\$83.44	\$11.93	\$88.24	\$12.62	\$98.31	\$13.34
General Industrial	\$93.50	\$13.59	\$96.87	\$14.38	\$104.56	\$15.20

Sewer System Plant Investment Charge

Service Connection Size	Equivalent Connection	Charge
Up to ¾ Inch	1	\$7,719
1 Inch	1.67	\$12,891
1 – ½ Inch	3.33	\$25,704
2 Inch	5.33	\$41,142
3 Inch	10	\$77,190
4 Inch	16.67	\$128,676
6 Inch	33.33	\$257,274
8 Inch	53.33	\$411,654

Note: Prior to January 1, 2019 and for all projects for which a complete application has been submitted or a letter of completeness has been issued for any development permit prior to January 1, 2019, the plant investment charge shall be \$6,476 for each equivalent connection.

Sewer Service Connection Charge (New Connection Where No Service Has Been Previously Provided)

Activity	Fee
Base Connection Fee	\$50
Service Connection Charge	
Single Family Residence (Including Mobile Homes)	\$500
Duplex (2- Dwelling Units)	\$750
Triplex (3 – Dwelling Units)	\$1,000
Multifamily (4 + Units)	\$1,000; Plus \$250 Per Unit
Commercial (6 Inch Service Connection)	\$1,000
Connections Other Than 6 Inches	Determine by Public Works Director

Users of High Strength Waste

The City shall have the right to charge an additional monthly sewer service charge for a high strength waste, which is defined as one with pollutant concentrations in excess of typical domestic wastewater. A surcharge is appropriate for waste strength conditions including, but not limited to, a total five-day biochemical oxygen demand and/or suspended solids concentration in excess of 300 milligrams per liter. The Public works Director will recommend to the City Council an appropriate monthly surcharge.

Low Income Senior and Low-Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 9: Water Billing Fees & Charges

All water fees and charges shall be per Ordinance **1541** ~~1461~~. The fees listed below are provided for ease of use only. Refer to Stanwood Municipal Code Chapter 12.16 for all terms and conditions related to the rates.

Monthly Water System Rates

		Jan 1, 2025	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028	Jan 1, 2029	Jan 1, 2030
Meter Size (Inches)	Quantity Allowed (Hundreds of Cubic Feet Per Mo.)	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate
¾ Inch	6	\$33.20	\$34.19	\$35.22	\$36.28	\$37.36	\$38.48
1 Inch	10	\$55.41	\$57.08	\$58.79	\$60.55	\$62.37	\$64.24
1 – ½ Inch	20	\$110.50	\$113.81	\$117.23	\$120.74	\$124.37	\$128.10
2 Inch	40	\$176.86	\$182.17	\$187.63	\$193.26	\$199.06	\$205.03
3 Inch	80	\$331.80	\$341.76	\$352.01	\$362.57	\$373.45	\$384.65
4 Inch	150	\$553.11	\$569.70	\$586.79	\$604.40	\$622.53	\$641.21

Water Charges for Consumption in Excess of Quantity Allowed

All amounts in excess of quantity allowed, unless included in the monthly minimum base charge shall be charged at the following rate per each 100 cubic feet over the base quantity allowed:

	Jan 1, 2025	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028	Jan 1, 2029	Jan 1, 2030
Incremental Rate	\$4.35	\$4.48	\$4.61	\$4.75	\$4.89	\$5.04

Water Service Outside City Limits

Rates for services outside the City of Stanwood shall be city rates as adopted, plus 45 percent.

Water System Plant Investment Charge

Service Connection Size	Equivalent Connection	Charge
Up to ¾ Inch	1	\$6,912
1 Inch	1.67	\$11,543
1 – ½ Inch	3.33	\$23,017
2 Inch	5.33	\$36,841
3 Inch	10	\$69,120
4 Inch	16.67	\$115,223
6 Inch	33.33	\$230,377
8 Inch	53.33	\$368,617

Note 1: Prior to January 1, 2019 and for all projects for which a complete application has been submitted or a letter of completeness has been issued for any development permit prior to January 1, 2019, the plant investment charge shall be \$5,280 for each equivalent connection.

Water System Plant Investment Charge – Additional Charge For Cedarhome Benefit Area

Service Connection Size	Equivalent Connection	Charge
Up to ¾ Inch	1	\$2,570
1 Inch	1.67	\$4,292
1 – ½ Inch	3.33	\$8,558
2 Inch	5.33	\$13,698
3 Inch	10	\$25,700
4 Inch	16.67	\$42,842
6 Inch	33.33	\$85,658
8 Inch	53.33	\$137,058

Note: This fee is an additional charge to the Cedarhome Benefit District and is additive to the regular Water System Plan Investment Charge noted above.

Other Water Service Fees:

Public Works Hydrant Use Fee:

Persons may request to draw water from the public works yard hydrant on a daily pay per use basis. Such use shall require a use fee of \$50.00 per day and allow up to 5,000 gallons or 668.4 cubic feet of water withdrawal. Water withdrawal over 5,000 gallons or 668.4 cubic feet per day shall be charged an added \$5.34 per each additional 100 cubic feet or any portion thereof.

Irrigation Only Meter Fee:

Persons may request an additional water meter for the purposes of irrigation. New irrigation meters shall pay the water base connection fee and the service connection charge. New irrigation meters that are in conjunction with a domestic water meter on same property/parcel number are not subject to additional plant investment fees.

Water Service Connection Charge (New Connection Where No Service Has Been Previously Provided)

Activity	Fee
Base Connection Fee	\$50
Service Connection Charge	
¾ Inch or Smaller (SFR)	\$600
1 Inch (MF & Com)	\$700
1 – ½ Inch (MF & Com)	\$2,000
2 Inch (MF & Com)	\$2,500
Greater Than 2 Inch	Determined by Public Works Director

Large Seasonal Users

Large seasonal users shall pay a demand and / or consumption charge, which shall be determined by the Public Works Director at such time as a potential large seasonal user applies for water service.

Low Income Senior and Low-Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 10: Drainage Fees & Charges

All drainage fees and charges shall be per Ordinance **1541** ~~1461~~. The fees listed below are provided for ease of use only. Refer to Stanwood Municipal Code Chapter 12.12 for all terms and conditions related to the rates.

Bi - Monthly Drainage System Rates

Classification	Effective Jan 1, 2025	Effective Jan 1, 2026	Effective Jan 1, 2027	Effective Jan 1, 2028	Effective Jan 1, 2029	Effective Jan 1, 2030
Single Family Residence	\$55.65	\$57.32	\$59.04	\$60.81	\$62.64	\$64.51
Multi-Family Residential Per ERU (3,500 sf)	\$55.65	\$57.32	\$59.04	\$60.81	\$62.64	\$64.51
Non-Residential Per ERU (3,500 sf)	\$55.65	\$57.32	\$59.04	\$60.81	\$62.64	\$64.51

Drainage Plant Investment Charge

Prior to January 1, 2019, and for all projects for which a complete application has been submitted or a letter of completeness has been issued for any development permit prior to January 1, 2019:	
Capital Cost Per ERU	\$802.00
After January 1, 2019:	
Capital Cost Per ERU	\$1,414.00

Drainage Service Connection Charge (New Connection Where No Service Has Been Previously Provided)

Activity	Fee
Base Administration Fee	\$50
Base Connection Fee – All Permit Types	\$200

Drainage Fees and Charges for Property Outside City Limits

When property outside of the city is served by storm sewers, drainage ditches, drainage channels, or pumping facilities, charge for such drainage services, filing of liens or other fees or charges covered in this chapter shall be payable at the rate of 150 percent of the applicable charge or rate of service within the City.

Low Income Senior and Low-Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 11: Special Events, Banner Hanging Fee & Other Events

Activity	Fee
Application Fee	\$50
Banner Hanging Fee (See Policy Below)	\$180
Off Duty Police When Need Is Determine by Police Chief (See Policy Below)	\$80 Per Hour for Security \$100 Per Hour For Traffic Control
Overtime For Police When Need Is Determined By Police Chief (See Policy Below)	\$92 an Hour For On-Duty Officer
City Policy: 1. The event sponsor shall pay the cost of off duty police and overtime for police as determined by the Stanwood Police Chief. 2. The City will cover the cost of Public Works and Community Development employees work created by the special event if during normal work schedule, over time will be billed to the applicant. 3. For special events which request City contribution, the City will sponsor 75% of the cost of the Banner Hanging Fee when the event: 1) is held in the City and 2) attracts the general public to the commercial areas.	

Section 12: Business Licenses, Temporary Merchants & Fireworks

General Business License	Fee
Business License	\$50; City of Stanwood Business Licenses Are Administrated By the Washington State Department of Revenue (DOR) Business Licensing Services. See http://bls.dor.wa.gov/ to Obtain a License. DOR Information Line: 1-800-451-7985
Taxicabs	Fee
Taxicab Operator License	\$50 Plus Cost of Background Check
Per Vehicle Fee	\$25
Per Driver Fee	\$25
Temporary Merchants Licensees	
Charitable Solicitations	\$45
Mobile Unit Vending	\$45
Peddlers & Solicitors (Per Person)	\$20
Temporary Merchant	\$35

Section 13:Public Records Act – Related Fees (Copying, Faxing & Transmission)

Activity or Item	Fee
Electronic files	Five cents per each four electronic files or attachment uploaded to email, cloud-based data storage service or other means of electronic delivery.
Photocopies or Printed Copies	Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment of photocopy public records.
Scanning	Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.
Storage Devices	The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requestor, and the actual postage or delivery charge.
Transmission of Electronic Files	The cents per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The agency shall take reasonable steps to provide the records in the most efficient manner available to the agency in its normal operations.
Customized Electronic Access or Data Fee	A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access.
Body Worn Camera Records Requests	\$58 \$55.00 per hour redaction fee in accordance with RCW 42.56.240(14). The hourly rate may be prorated in one-minute intervals. Plus, any additional costs permitted and identified in this fee schedule, including the cost of video copying. Charges will not be levied if the request comes from: • A person directly involved in a recorded incident and their attorney; • A person or his or her attorney who request a body worn camera recording relevant to a criminal case involving that person;

- Executive Directors from the Washington State Commission on African American Affairs, Asian-Pacific Affairs or Hispanic Affairs;
- Attorneys who represent a person in a potential or existing civil cause of action involving the denial of civil rights under the federal or state constitution or a violation of a United States Department of Justice settlement agreement and explain the relevancy of the requested video.

Section 14: Miscellaneous Fees

Activity or Item	Fee
Postage	Actual Costs
Copies	Fifteen Cents per Page (8.5 x 11 or 11x17) Six Cents Per Square Foot for Plotter Paper

Section 15: Athletic Field Rental Fees and Charges

Fees and charges are assessed for the use of City Athletic Fields to help partially offset maintenance and operational costs.

Church Creek Park resident = Stanwood Camano School District Boundaries

Heritage Park resident = Snohomish County Residents including Camano Island

FIELD USE RATE: REGULAR SEASON – GAMES and PRACTICES		
ATHLETIC FIELD	YOUTH	YOUTH SELECT, ADULT, NON-RESIDENT
Baseball/Softball Fields*	\$8.00 per hour	\$18.00 per hour
Soccer Field*	\$8.00 per hour	\$18.00 per hour
Lacrosse Field*	\$8.00 per hour	\$18.00 per hour
Pickleball Court	No Charge	No Charge

*2 teams on 1 field max for hourly rate; if scheduling 3 or more teams on 1 field add either \$8 or \$18 per additional team.

FIELD USE RATE: TOURNAMENT, CAMPS, and COMMERCIAL		
	YOUTH	YOUTH SELECT, ADULT, NON-RESIDENT
Reservations	\$300.00 per day \$200 Refundable Damage Deposit	\$450.00 per day \$200 Refundable Damage Deposit
Cancellation Refund	Refund only if requested within 30 days of the event.	Refund only if requested within 30 days of the event.

OTHER FEES		
Energy Rate	\$5.00 per hour	
PW Crew (i.e. open park early, clean up and repairs)	\$75.00 per hour with 2 hour minimum	
Litter – Garbage Control	\$75.00 per hour Users will be held responsible for excessive litter and garbage left after games and practices by participants and spectators.	
Church Creek Park Covered Picnic Area	Resident \$30.00 ½ day 9:00am - 2:00pm or 3:00pm - Close	Non-Resident \$50.00 ½ day 9:00am - 2:00pm or 3:00pm - Close

* To reserve the picnic shelter, visit the city's website at <http://www.ci.stanwood.wa.us/reservations>

* Fees subject to change

* City sponsored events may have all or partial fees waived

Priority for Youth Recreational Sports during the “Traditional Season” applies.

Baseball/Softball	Mid Feb – June w/post season tournament in July
Lacrosse	Mid Feb – May w/post season tournaments in June
Soccer	Mid Aug – Mid November
Football	Mid Aug – Mid November

CANCELLATION FEES

Regular Season:

- 30 days or more Full Refund
- 29 days or less No Refund

Tournament, Camps, and Commercial:

- See above for refund amount for tournaments, camps and commercial reservations

Section 16: Police Department Fees and Charges

PERMIT, LICENSE OR SERVICES	FEES
Concealed Pistol License - New	\$48 \$49.25
Concealed Pistol License - Renewal	\$32
Concealed Pistol License – Late Renewal	\$42
Parking Permits	\$20
Fingerprints	\$17 / Two Cards
Extra Cards	\$3 Per Card
Anti-Harassment Protection Order	\$80

Appendix A: Park Impact Fee Methodology Report

Appendix B: Transportation Impact Fee Methodology Report



Park Impact Fee Methodology January 2025

Introduction

The Growth Management Act requires cities to plan and provide parks and recreation facilities that are adequate to accommodate growth. The adopted Parks, Recreation and Open Space (PROS) Plan includes future priorities for park development. The application of Park Impact Fees (PIF) is one financial tool available to cities to help facilitate the implementation of the PROS plan.

RCW 82.02.050 authorizes cities to impose an impact fee on new residential developments as part of the financing of park facilities. Park impact fees are one-time payments imposed on new development to cover a portion of their impact on Stanwood's park system.

The purpose of the Park Impact Fee is for new development to share in the development and acquisition costs of facilities that new residents will be using.

What are Impact Fees?

Impact fees are one-time charges assessed by a local government against a new development project to help pay for new or expanded public facilities that will directly address the increased demand for services created by that development.

MRSC

Fees are charged at the time of building permit issuance and are used to pay for new or redevelopment park and recreational facilities in the City of Stanwood. Fees can only be used on system improvements included in the City's adopted in the Capital Improvement Plan (CIP) as listed in the Comprehensive Plan.

The purpose of this report is to document the process that the City used to calculate its Park Impact Fee.

Methodology

The City's adopted PIF formula provides the methodology to develop and update its fee based on needed park related capital improvements. Using this formula, this report outlines how the park impact fee was calculated.

Park Impact Fee Formula:

$$PIF = \frac{C \times S \times U \times A}{P}$$

Where:

"C" means the average cost per acre for land appraisal and acquisition plus an average development cost.

"S" means the adopted level of service for parks and trails per 1,000 residents for parks.

"P" means 1,000 people.

“U” means the average number of occupants per dwelling unit.

“A” means the adjustment rate of 60% applied to account for other anticipated tax revenues resulting from new development.

The “A” adjustment factor of 40% was established in 1993 as part of a financial analysis at the time. The City anticipated that new development would pay other forms of taxes, such as property tax, sales taxes, or other taxes and that the park impact fee should be “discounted” 40% to account for these other future expected tax revenues related to the development.

2025 Park Impact Fee Calculation

The following provides a step-by-step process used by the City of Stanwood to prepare the Park Impact Fee.

Step 1: 2019 – 2030 Park Capital Improvement Plan (CIP)

Each year the City Council updates the Capital Improvement Plan; part of that plan includes a list of park projects and estimated costs. Below is the 2019-2030 Park CIP.

Step 1: Park CIP List Project Title	Previously Incurred Park CIP Improvements w/in Last 6 Years RCW 92.02.060(9)						2025 / 2026 CIP						Total
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
Raplee Property Environmental Cleanup (271st/270th Street Triangle)	\$ -	\$ -	\$ -	\$ -	\$ 10,999	\$ 16,198	\$600,000						\$ 627,197
Cedarhome Area Park							\$70,000						\$ 70,000
Johnson Farm Park (Skagit Bay Dike)	\$ -	\$ 544	\$ -	\$ 2,356	\$ 418,251	\$ 19,352	\$315,000		\$500,000				\$ 1,255,503
Church Creek Park	\$ -	\$ 131,599	\$ -	\$ 123,740	\$ 173,288	\$ 155,485	\$465,000	\$65,000	\$350,000	\$250,000			\$ 1,714,113
Depot Park	\$ -	\$ 8,955	\$ 151,892	\$ 229,266	\$ 92,652	\$ 27,337	\$1,100,000						\$ 1,610,103
Heritage Park	\$ 751,376	\$ 242,563	\$ 1,648,584	\$ 21,547	\$ 383,877	\$ 313,326	\$850,000	\$550,000	\$2,185,000	\$450,000	\$1,200,000		\$ 8,596,272
Port Susan Trail	\$ -	\$ 90,382	\$ 210,372	\$ 163,924	\$ 224,632	\$ 1,450,671	\$250,000	\$250,000	\$900,000	\$300,000	\$100,000	\$750,000	\$ 4,689,982
Ovenell Park	\$ 93,841	\$ -	\$ -	\$ 14,765	\$ -	\$ 181			\$70,000				\$ 178,786
Hamilton Landing	\$ 265,796	\$ 158,256	\$ 25,897	\$ 46,742	\$ 1,530,314	\$ 124,100							\$ 2,151,105
Total Parks Capital	\$ 1,111,013	\$ 632,299	\$ 2,036,746	\$ 602,340	\$ 2,834,013	\$ 2,106,650	\$3,650,000	\$865,000	\$4,005,000	\$1,000,000	\$1,300,000	\$750,000	\$ 20,893,062

Step 2: Remove Non-Park Impact Eligible Projects From the Adopted CIP List

In reviewing the project list, there are several projects that contain non-eligible project elements or grant funding that should be removed from the calculation of eligible costs. Below are deductions by year and park:

Step 2: Calculate Non-Eligible Costs													
Impact Fee Deductions (Non-Eligible Costs)													
Project Title	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Raplee Property (Dept of Ecology)						\$ 14,455	\$ 600,000						\$ 614,455
Johnson Farm Park (Floodplains by Design)	\$ -	\$ -	\$ -	\$ -	\$ 77,806	\$ 335,593	\$ 315,000						\$ 728,398
Church Creek Park (Sno County)		\$ 10,000											\$ 10,000
Depot Park (Dept of Commerce)							\$ 200,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 250,000
Heritage Park (ALEA)		\$ 64,309											\$ 64,309
Heritage Park (RCO - YAF)	\$ -	\$ 17,998	\$ 297,002	\$ 35,000	\$ -	\$ -							\$ 350,000
Heritage Park (RCO)								\$ 1,000,000		\$ 1,000,000			\$ 2,000,000
Port Susan Trail (Dept of Commerce)						\$ 242,520	\$ 500,000						\$ 742,520
Port Susan Trail (RCO)							\$ 500,000						\$ 500,000
Hamilton (Dept of Commerce)			\$ 194,000										\$ 194,000
Hamilton (DOE)	\$ 34,813	\$ 158,581	\$ 109,938										\$ 303,332
Hamilton Landing (RCO)	\$ -	\$ -	\$ -	\$ -	\$ 74,667	\$ 764,224							\$ 838,891
Hamilton Landing (WDFW)					\$ 516,970	\$ 220,030							\$ 737,000
Total Parks Capital	\$ 34,813	\$ 250,888	\$ 600,940	\$ 35,000	\$ 669,443	\$ 1,576,822	\$ 2,115,000	\$ 10,000	\$ 1,010,000	\$ 10,000	\$ 1,010,000	\$ 10,000	\$ 7,332,905

Step 3: Eligible Costs:

Once the deducts are determined, those costs are then subtracted from CIP cost to determine eligible CIP costs.

Step 3: Eligible Park Costs (Subtract Non-Eligible Costs from CIP Cost Estimates)		
2019-2030 CIP Eligible Costs:		Costs
Total 12-Year CIP Costs		\$ 20,893,062
Total Non-Eligible Costs		\$ (7,332,905)
		\$ 13,560,156

PIF Eligible Costs = CIP – Grants

Step 4: Calculate Construction and Acquisition Costs - “C” Factor in Formula

Using the revised project list and project costs, the next step is to determine the development and acquisition costs per acre as provided below.

Step 4				
Construction Cost / Acre				
Park	Eligible PIF Costs	Acres or Fixed	Development Cost / Acre	
Johnson Park	\$ 527,105	5 Acres	\$ 105,421	
Church Creek Park	\$ 1,704,113	15.39 Acres	\$ 110,729	
Depot Park	\$ 1,360,103	0.11 Acres	\$ 149,611	
Heritage Park	\$ 6,181,963	59 Acres	\$ 104,779	
Port Susan Trail	\$ 3,447,462	9 Acres	\$ 383,051	
Cedarhome Area Park	\$ 70,000	10 Acres	\$ 7,000	
Raplee Park	\$ 12,742	0.5 Acres	\$ 6,371	
Ovenell Park	\$ 178,786	17.65 Acres	\$ 10,130	
Hamilton Park	\$ 77,882	2.84 Acres	\$ 27,423	
	\$ 13,560,156		\$ 904,515	

Step 5: Apply the Proportionate Share Factor to the Construction Cost Figure

To address the nexus issue between parks needed for new growth versus the needs of the existing population, a multiplier has been applied to the construction cost formula that reflects the expected percent of projected growth. Per the 2044 Growth Targets, the City is expected to grow from 8,865 people to 10,963. This is a difference of 2,378 people or 22% of the 2044 expected population. Applying the growth factor of 22% to the CIP construction costs results in the following “C” factor in the formula.

Step 5: Proportionate New Growth Share		
Proportionate New Growth Share		Development Cost/Acre
Total PI Eligible Construction Costs / Acre:		\$ 904,515
Growth Factor (2044 Growth Target - Existing Population)		22%
Construction cost Attributed to New Growth:		\$ 198,993.32

Step 6: Update the “U” Factor and Level of Service in Formula

The Office of Financial Management (OFM) 2024 data on the number of persons per household (PPH) is used to calculate the “U” factor in the formula and is referred to as “average occupancy rate”.

Step 6:	
Update "U" Factor Based on 2024 Census Data	Persons Per Household
Single Family Residence	2.944
2 Unit Duplex / Townhome	1.75
3 & 4 Unit Townhomes	2.396
5+ Multifamily Complexes	1.967

The Stanwood 2024 – 2044 Comprehensive Plan adopts the following park level of service:

Park Type	Level of Service
Neighborhood Park	2.5 Acres / 1,000 Population
Community Park	2.5 Acres / 1,000 Population
Trails	2.0 Acres / 1,000 Population
Regional Parks	0.002 – 0.003 Acres / 1,000 Population
Total:	7.003 Acres / 1,000 Population

Step 7: Apply Formula and Adopted Level of Service to Determine Park Impact Fee

The final step in the process is to insert the data into the formula to calculate the park impact fee.

Step 7				
Apply Park Impact Fee Formula	SFR	2 Unit/Duplex	3/4 Unit Townhouse	5+ Multifamily
Average Cost of Construction Per Acre:	\$ 198,993.32	\$ 198,993.32	\$ 198,993.32	\$ 198,993.32
Adopted Level of Service (7.003 Acres / 1000):	7.003	7.003	7.003	7.003
Occupancy by Unit Type	2.944	1.75	2.396	1.967
Adjustment Factor	0.6	0.6	0.6	0.6
Subtotal:	\$ 2,461,567.10	\$ 1,463,227.73	\$ 2,003,367.79	\$ 1,644,667.96
Divided by 1,000	1000	1000	1000	1000
Park Impact Fee:	\$ 2,461.57	\$ 1,463.23	\$ 2,003.37	\$ 1,644.67

Step 8: Adopted Park Impact Fee:

Impact fees are applied to projects on a per unit basis. State law restricts impact fees for Accessory Dwelling Units to a maximum of 50% of the single-family residential rate.

Park Impact Fee:	2025 PIF
Single Family Residence	\$ 2,461.57
2 Unit Duplex / Townhome	\$ 1,463.23
3 & 4 Unit Townhomes	\$ 2,003.37
5+ Multifamily Complexes	\$ 1,644.67
ADU (50% of SFR)	\$ 1,230.78



Traffic Impact Fee Methodology January 2025

Introduction

Under the Washington State Growth Management Act (GMA), cities and counties are required to make appropriate provisions for transportation needs and impacts during the review of development proposals. The GMA grants local governments the authority to impose transportation impact fees (TIF) for the purpose of supporting the funding of roadway and sidewalk improvements to ensure that adequate facilities are available to serve new growth and development.

Transportation impact fees are assessed by local governments against new development projects to recover a portion of the costs incurred by government in providing the public facilities required to serve the new development. Transportation impact fees are only used to fund road system improvements that are directly associated with new development.

What are Impact Fees?

Impact fees are **one-time charges** assessed by a local government against a new development project to **help pay** for **new or expanded public facilities** that will directly address the increased demand for services **created by that development**.

MRSC

In addition, impact fees cannot be used to correct existing deficiencies in public facilities. Impact fees are authorized for those jurisdictions planning under the Growth Management Act (RCW 82.02.050 to 82.02.100).

Fees are charged at the time of building permit issuance and are used to pay for the proportionate share of the cost of public facilities that benefit the new development. Fees can only be used on system improvements included in the City's adopted Capital Improvement Plan (CIP).

The purpose of this report is to document the process that the City used to calculate its Traffic Impact Fee.

Methodology

The City's adopted TIF formula provides the methodology to develop and update its fee based on needed transportation related capital improvements. Using this formula, this report outlines how the traffic impact fee was calculated.

Traffic Impact Fee Formula:

$$TIF = \frac{(Total\ Cost\ of\ Growth - Related\ System\ Improvements)}{Total\ New\ Growth\ Trips} \times 0.666\ (Adjustment\ Factor)$$

Where:

"TIF" means:	The transportation component of the total development impact fee.
"Total cost of growth-related system	The total projected cost to construct growth-related transportation projects contained in the adopted capital improvement program as presented in the

improvements"
means:

capital facilities element of the city's Comprehensive Plan, and may include system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements and to the extent not already funded, but may not include the costs to make up for any existing system deficiencies.

"Total new growth trips" means:

The total number of projected trips generated by new development as anticipated in the adopted future land use map for an adopted capital improvement program period.

"Adjustment factor" means:

An adjustment of rate portion of anticipated tax revenues resulting from a development that is proportional to system improvements contained in the capital plan facilities. The adjustment for traffic impacts is determined to be 33 percent, so that "A" equals approximately 67 percent.

2025 Traffic Impact Fee Calculation

The following provides a step-by-step process used by the City of Stanwood to prepare the Transportation Impact Fee.

Step 1: 2020 – 2030 Transportation Capital Improvement Plan (CIP)

Each year the City Council updates the Capital Improvement Plan as part of the budget adoption process; this CIP includes a list of transportation projects and estimated costs. Below is the 2020-2030 Transportation CIP.

City of Stanwood 2019-2030 Capital Improvement Plan												
Traffic Impact Fee Calculation												
Step 1: 2024-2029 Streets and Sidewalks CIP List	Past Investments Actual					Future Investments - CIP						
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
City Beautification Project		\$ 37,776	\$ 227,948	\$ 51,772	\$ 32,896	\$ 100,000	\$ 85,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 715,392
Sidewalks (New and Improved - Infill)	\$ 70,000	\$ 250,000	\$ 175,000									\$ 565,000
80th Avenue Sidewalk (New)			\$ 20,000	\$ 635,000								\$ 655,000
Street Overlays	\$ 270,000	\$ 344,500	\$ 439,500	\$ 588,500								\$ 1,842,500
Viking Way - 90th Avenue Phase 1	\$ 2,000,000											\$ 3,122,000
Sidewalk Repairs	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000								\$ 130,000
102nd Overlay												\$ 301,500
276th Street Overlay												\$ 530,700
102nd Avenue Sidewalk	\$ 106,500											\$ 106,500
92nd Avenue Sidewalk												\$ 150,000
273rd Sidewalk	\$ 175,500											\$ 175,500
72nd Avenue Sidewalk												\$ 391,400
SR 532 Bike Path (On Top of Flood Berm)												\$ 200,000
90th Avenue Sidewalk	\$ 125,000											\$ 125,000
276th Street Sidewalk												\$ 150,000
Westside Overlays						\$ 50,000	\$ 400,000	\$ 400,000	\$ 400,000			\$ 1,250,000
103rd Road Rebuild				\$ 320,000								\$ 320,000
101st Avenue Reconstruction and Overlay											\$ 2,856,368	\$ 2,856,368
80th Avenue Reconstruction Phase 2									\$ 5,000,000			\$ 5,000,000
Sidewalk Repair and Maintenance				\$ 11,572				\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,011,572
80th & 284th Sidewalk Connection (southwest corner)						\$ 150,000						\$ 150,000
SR 532 Hamilton Entrance Intersection									\$ 800,000	\$ 2,700,000		\$ 3,500,000
Sidewalk: Cedarhome Drive NW								\$ 180,000	\$ 862,000			\$ 1,042,000
Sidewalk: 272nd Street NW						\$ 430,000						\$ 430,000
Sidewalk: 276th Street NW				\$ 2,265	\$ 98,469							\$ 100,734
Sidewalk: 72nd Avenue NW				\$ -		\$ 150,000	\$ 650,000					\$ 800,000
Sidewalk: 284th Street SW								\$ 350,000				\$ 350,000
Sidewalk: 98th Drive NW								\$ 350,000				\$ 350,000
Overlay and ADA Improvements				\$ 654,590		\$ 510,000	\$ 428,000	\$ 450,000	\$ 450,000	\$ 450,000		\$ 2,942,590
284th Street NW Improvements							\$ 5,700,000					\$ 5,700,000
64th and SR 532 Intersection				\$ -			\$ 100,000	\$ 3,600,000				\$ 3,700,000
Viking Way - 90th Avenue Phase 2				\$ 261,437		\$ 1,800,000						\$ 2,061,437
SR 532 Intersection Control Evaluation (72nd & 102nd)						\$ 80,000						\$ 80,000
SR 532 & 72nd Crosswalk and Signalization						\$ 50,000	\$ 150,000					\$ 200,000
Twin City Mile Downtown Renovation Project					\$ 111,681	\$ 1,744,552	\$ 575,000	\$ 1,500,000	\$ 1,150,000	\$ 500,000	\$ 500,000	\$ 6,081,233
Total:	\$ 2,767,000	\$ 652,276	\$ 882,448	\$ 1,297,537	\$ 1,490,645	\$ 1,490,645	\$ 8,088,000	\$ 7,375,000	\$ 9,207,000	\$ 4,195,000	\$ 3,901,368	\$ 48,086,426

Step 2: Remove Non-Eligible Projects and Calculate Total System Improvements Attributed to Growth

Screen the CIP list to delete non-eligible projects from the TIF which include:

- Improvements that focused on resolving existing deficiencies;
- Non-growth-related transportation needs;
- Safety, maintenance, preservation, and projects that primarily upgraded roadways to meet current design standards;
- Projects under another jurisdiction such as the Washington State Department of Transportation (WSDOT) or Snohomish County; and
- Grants attributed to projects are also discounted from the cost of a project.

City of Stanwood 2019-2030 Capital Improvement Plan																	
Traffic Impact Fee Calculation																	
	Past Investments Actual					Future Investments - CIP											
Step 1: 2024-2029 Streets and Sidewalks CIP List																	
Project Title	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total	CIP w/ deductions	TIF Eligible	TIF % %	TIF Cost	
City Beautification Project		\$ 37,776	\$ 227,948	\$ 51,772	\$ 32,896	\$ 100,000	\$ 85,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 715,392	\$ 590,433	N	0%	\$ -	
Sidewalks (New and Improved - Infill)	\$ 70,000	\$ 250,000	\$ 175,000									\$ 565,000	\$ 466,311	Y	80%	\$ 373,040	
80th Avenue Sidewalk (New)			\$ 20,000	\$ 635,000								\$ 655,000	\$ 540,590	Y	80%	\$ 432,472	
Street Overlays	\$ 270,000	\$ 344,500	\$ 439,500	\$ 588,500								\$ 1,842,500	\$ 1,530,668	N	0%	\$ -	
Viking Way - 90th Avenue Phase 1	\$ 2,000,000											\$ 3,122,000	\$ 2,576,675	Y	80%	\$ 2,061,340	
Sidewalk Repairs	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000								\$ 130,000	\$ 107,293	Y	20%	\$ 21,459	
102nd Overlay												\$ 301,500	\$ 248,837	N	0%	\$ -	
276th Street Overlay												\$ 530,700	\$ 438,002	N	0%	\$ -	
102nd Avenue Sidewalk	\$ 106,500											\$ 106,500	\$ 87,897	Y	80%	\$ 70,318	
92nd Avenue Sidewalk												\$ 150,000	\$ 123,799	Y	80%	\$ 99,039	
273rd Sidewalk	\$ 175,500											\$ 175,500	\$ 144,845	Y	80%	\$ 115,876	
72nd Avenue Sidewalk												\$ 391,400	\$ 323,034	Y	80%	\$ 258,427	
SR 532 Bike Path (On Top of Flood Berm)												\$ 200,000	\$ 165,066	Y	80%	\$ 132,053	
90th Avenue Sidewalk	\$ 125,000											\$ 125,000	\$ 103,166	Y	80%	\$ 82,533	
276th Street Sidewalk												\$ 150,000	\$ 123,799	Y	80%	\$ 99,039	
Westside Overlays						\$ 50,000	\$ 400,000	\$ 400,000	\$ 400,000			\$ -	\$ -	N	0%	\$ -	
103rd Road Rebuild				\$ 320,000								\$ 320,000	\$ 264,105	Y	20%	\$ 52,821	
101st Avenue Reconstruction and Overlay											\$ 2,856,368	\$ 2,856,368	\$ 2,357,442	Y	20%	\$ 471,488	
80th Avenue Reconstruction Phase 2									\$ 5,000,000			\$ 5,000,000	\$ 4,126,642	Y	20%	\$ 825,328	
Sidewalk Repair and Maintenance				\$ 11,572				\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,011,572	\$ 1,660,208	Y	20%	\$ 332,042	
80th & 284th Sidewalk Connection (southwest corner)						\$ 150,000						\$ 150,000	\$ 123,799	Y	80%	\$ 99,039	
SR 532 Hamilton Entrance Intersection									\$ 800,000	\$ 2,700,000		\$ 3,500,000	\$ 2,888,650	Y	80%	\$ 2,310,920	
Sidewalk: Cedarhome Drive NW								\$ 180,000	\$ 862,000			\$ 1,042,000	\$ 859,992	Y	80%	\$ 687,994	
Sidewalk: 272nd Street NW						\$ 430,000						\$ 430,000	\$ 354,891	Y	80%	\$ 283,913	
Sidewalk: 276th Street NW			\$ 2,265	\$ 98,469								\$ 100,734	\$ 83,139	Y	80%	\$ 66,511	
Sidewalk: 72nd Avenue NW				\$ -		\$ 150,000	\$ 650,000					\$ 800,000	\$ 660,263	Y	80%	\$ 528,210	
Sidewalk: 284th Street SW								\$ 350,000				\$ 350,000	\$ 288,865	Y	80%	\$ 231,092	
Sidewalk: 98th Drive NW								\$ 350,000				\$ 350,000	\$ 288,865	Y	80%	\$ 231,092	
Overlay and ADA Improvements				\$ 654,590		\$ 510,000	\$ 428,000	\$ 450,000	\$ 450,000	\$ 450,000		\$ 2,942,590	\$ 2,428,603	Y	20%	\$ 485,721	
284th Street NW Improvements							\$ 5,700,000					\$ 5,700,000	\$ 4,704,372	Y	80%	\$ 3,763,498	
64th and SR 532 Intersection				\$ -			\$ 100,000	\$ 3,600,000				\$ 3,700,000	\$ 3,053,715	Y	80%	\$ 2,440,972	
Viking Way - 90th Avenue Phase 2				\$ 261,437		\$ 1,800,000						\$ 2,061,437	\$ 1,701,363	Y	80%	\$ 1,361,090	
SR 532 Intersection Control Evaluation (72nd & 102nd)						\$ 80,000						\$ 80,000	\$ 66,026	Y	80%	\$ 52,821	
SR 532 & 72nd Crosswalk and Signalization						\$ 50,000	\$ 150,000					\$ 200,000	\$ 165,066	Y	80%	\$ 132,053	
Twin City Mile Downtown Renovation Project				\$ 111,681		\$ 1,744,552	\$ 575,000	\$ 1,500,000	\$ 1,150,000	\$ 500,000	\$ 500,000	\$ 6,081,233	\$ 5,019,015	Y	80%	\$ 4,015,212	
Total:	\$ 2,767,000	\$ 652,276	\$ 882,448	\$ 1,297,537	\$ 1,490,645	\$ 1,490,645	\$ 8,088,000	\$ 7,375,000	\$ 9,207,000	\$ 4,195,000	\$ 3,901,368	\$ 48,086,426	\$ 39,687,096			\$ 22,119,421	
Step 2: Grants / Deductions:																	
TIB - Sidewalks			\$ -	\$ -	\$ -							Total				TIF % of CIP	56%
TIB - Overlays	\$ 479,617	\$ 223,021	\$ 355,888	\$ -	\$ 551,783	\$ 433,500	\$ 363,800	\$ 382,500	\$ 382,500	\$ 382,500	\$ -	\$ 3,555,109					
Viking Way Grants (WSDOT/RTCC/DOC)	\$ 1,437,750		\$ 172,721	\$ 2,306	\$ 430,586	\$ 865,000						\$ 3,394,221					
TIB Complete Streets						\$ 475,000	\$ 475,000					\$ 950,000					
State Budget Appropriation	\$ 500,000											\$ 500,000					
Total:	\$ 2,417,367	\$ 223,021	\$ 528,609	\$ 2,306	\$ 982,369	\$ 1,773,500	\$ 838,800	\$ 382,500	\$ 382,500	\$ 382,500	\$ -	\$ 8,399,330				Grants/Deductions %	83%

Where:

“Total” means: The total cost of the 12-year CIP project list.

"CIP w/ Deductions" means: Grants account for approximately 17% of the total CIP. Each CIP project has been reduced by 17% to account for potential grants. The “CIP with Reductions” column equals the “Total” line items multiplied by 83% to reach the total CIP cost. (100% - 17% = 83%)

"TIF Eligible" means: Projects that are not eligible for impact fees such as maintenance or projects that don't serve future growth. This is a Yes / No response. Those projects that don't qualify for traffic impact fees show no associated TIF Cost.

“TIF %” means:

Industry standard practice representing the typical percent of a project that is applied to new growth:

Transportation Facility	Improvement Criteria	New Growth Capacity
Intersection / Operations	Creates future capacity by adding travel lanes, signals or roundabouts.	80%
Widening / Reconstruction	Road reconstruction to meet City road standards and can include lane widening and/or adding bicycle and/or pedestrian improvements.	20%
Active Transportation	Addition of trails, bicycle and pedestrian facilities to the current cross-section and may include multi-use pathways adjacent to the roadway.	80%
Citywide Programs	Not Eligible for traffic impact fees.	0%
Other Agency Projects	Not Eligible for traffic impact fees in most cases.	0%

“TIF Cost” Means Total CIP project costs attributed to growth after applying non-eligible deductions and the percent of project costs applicable added capacity.

Step 3: Determine the Total New Growth Trips

The City of Stanwood’s TIF program is based on weekday PM peak hour traffic conditions which typically has the highest volume of traffic and the time period when most drivers experience the greatest travel delays. PM peak hour trip rates also represent net-new trips, which are made for the specific purpose of visiting the development. Therefore, these trips are more closely tied to the actual impact on the transportation network of trips to/from the development. Weekday PM peak hour traffic forecasts were prepared by applying the City’s land use designations to the travel demand model for the Transportation Element of the Comprehensive Plan.

The travel demand model segments forecasted traffic into four components. On one axis the model divides travel forecasts into existing traffic versus growth traffic. The other axis divides the forecast traffic into those trips that have an origin and/or destination within the City or its Urban Growth Area. The City will only charge the TIF for growth trips with at least an origin or destination (or both) within the City or its UGA.

The number of new PM peak hour growth trips within the City/UGA service area is based on the City of Stanwood travel demand model which generated the projected traffic volumes based on the projected 2044 growth forecasts.

	Origin or Destination Within the City or its UGA	No Origin or Destination Within the City or its UGA
Existing traffic	Not charged	Not charged
Growth traffic	Impact Fee 2,767 Total Trips	Not charged

Step 4: Apply the Formula to Determine Traffic Impact Fee

The final step in the process is to insert the data into the formula to calculate the traffic impact fee. The cost share of the impact fee projects for the City and UGA service area was divided by the number of PM peak hour growth trips resulting in a cost per new weekday PM peak hour trip generated. This rate was then multiplied by the adjustment factor to create an impact fee.

2025 - 2026 Traffic Impact Fee Calculation		
Component	Amount	Description
Total Capital Cost	\$ 39,687,096	Total cost of 2019-2030 CIP minus grants and deductions.
TIF Eligible Costs	\$ 22,119,421	TIF Eligible Costs.
Citywide Trip Ends	2,767	total amount of citywide trip ends generated by new growth.
Preliminary Cost per New PM Peak Hour Trip	\$ 7,994	TIF eligible costs divided by total growth trip ends.
Final Cost per New PM Peak Hour Trip	\$ 5,324	TIF eligible costs with 0.666 factor applied.

Step 5: Multiply the PM Peak Hour Trip by ITE Trip Generation to Obtain the TIF by Use

The Institute of Transportation Engineers (ITE) Manual is the national standard used to predict the number of trips generated by land use type. The number of PM peak hour trips by type is multiplied by the impact fee generated from eligible projects on City's CIP list.

2025 - 2026 Traffic Impact Fee by Trip Type			
Land Use Type	Cost Per PM Peak Hour Trip	ITE Manual PM Peak Hour Trip Rate	Transportation Impact Fee Per Trip
Single Family Residence	\$ 5,324	1 (ITE Code 210)	\$ 5,324
Single Family Attached (Duplex / Townhouse)	\$ 5,324	0.57 (ITE Code 215)	\$ 3,035
Accessory Dwelling Unit	\$ 5,324	50% of SFR Rate	\$ 2,662
Multifamily	\$ 5,324	0.51 (ITE Code 220)	\$ 2,715
Commercial / Industrial	\$ 5,324	Based on ITE Code by Use	\$5,324 Per PM Peak Hour Trip

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b
DATE: December 12, 2024
SUBJECT: Final Plat of Bakerview Phase 1
CONTACT PERSON: Tansy Schroeder, Senior Planner
ATTACHMENTS: A – Final Plat of Bakerview Phase 1

PURPOSE

The purpose of this agenda item is for Council approval of the final plat of Phase 1 of the Bakerview Planned Residential Development in northeast Stanwood off of 284th Street NW. Phase 1 consists of 37 detached single-family residential lots, 11 attached single-family townhome lots, and 6 duplex lots.

SUMMARY

Stanwood's subdivision code as provided in Title 16 of the Stanwood Municipal Code provides that formal subdivisions are considered any division of residential land into 10 or more lots. Subdivision of land occurs in three distinct permitting phases: preliminary plat, plat construction and final plat. The land use law associated with each phase is very specific regarding a city's legal authority to regulate that process.

Applications for preliminary plats are reviewed against the City's adopted subdivision, zoning, environmental, and development standards for compliance with land use regulations as well as for overall life, health, welfare requirements. Public comments are solicited several times during the review stage of the permit including formal open public comment periods, the environmental review process, and at the public hearing. The Hearing Examiner makes a formal decision to either approve, approve with conditions, or deny the preliminary plat application at the conclusion of the public review process.

The purpose of final plat is to determine whether conditions of preliminary plat approval have been satisfied. Once all of the site improvements have been constructed and inspected per the approved preliminary plat and construction plans, the applicant can apply for final plat approval. At the final plat approval stage, the process is essentially administrative: the city verifies all conditions of preliminary plat have been met and site improvements are installed per plan approval.

If the City finds that the plat conforms to the preliminary approval, the City must approve the final plat.

BACKGROUND

Bakerview Stanwood, LCC (Bakerview) submitted a preliminary plat application for a 119-lot Planned Residential Development (PRD) in the Traditional Neighborhood (TN) zone in February 2022. The project was reviewed per the City's permitting process and was approved after a public hearing with the Hearing Examiner in July 2022. The project is being developed in two phases with Phase 1 consisting of the eastern half of the development and Phase 2 consisting of the western half.

Civil construction improvements include streets, sidewalks, stormwater improvements, water improvements, sewer improvements, open space and recreational area improvements, and Native Growth Protection Area fencing and signage. Bakerview is providing a maintenance bond for all installed public improvements and installed landscaping. Bakerview is also providing a performance bond for an additional 69 trees as required by the preliminary plat conditions of approval.

ANAYSIS

City staff has reviewed the final plat of Bakerview Phase 1 against the conditions of approval. The final plat maps are in the process of being reviewed by Metron & Associates, Inc. for accuracy of lot closures, legal descriptions, and general compliance with RCW 58 and WAC 332-130. Due to the fact that the City Council only holds one meeting in the month of December and that the civil construction improvements are very close to completion, staff are bringing this final plat before the Council now. Once Metron's review is complete and city staff have inspected and approved the installation of all life and safety improvements, the final plat maps will be ready to be signed by the Mayor, the Community Development Director and the Public Works Director.

Community Development and Public Works Departments have approved the final punch list items. The following is a list of items the City has received from the applicant:

- Maintenance Bonds - On-site sewer, Off-site sewer, On-site water, and On-site storm drainage
- Maintenance Bonds – Frontage Improvements and Off-Site sidewalk
- Maintenance Bonds – Landscaping, Open / Park Space Improvements
- Performance Bonds – Landscaping, Open / Park Space Improvements
- Native Growth Protection Area (NGPA) Easement
- Installation of NGPA signage and fencing

Based on staff review, the applicant has completed all applicable conditions of the preliminary plat approval. Any conditions to be completed prior to building permit issuance and other restrictions are identified on the face of the plat map.

SMC 16.20.060(3) states:

After being approved as required above, the final plat shall be presented to the city council. After finding that the final plat has been completed in accordance

with the provisions of this code, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be completed, and that the interests of the city are fully protected, the mayor shall sign the final plat accepting such dedications and easements as may be included thereon, and the final plat shall be returned to the applicant for filing for record with the auditor.

Upon approval by the City Council, the Mayor will sign the final plat along with city staff. The final plat will be returned to the applicant to record with the Snohomish County Auditor's Office.

FINANCIAL IMPACT

Fiscal Impact			
No direct financial impact for recording of the Final Plat. Once the plat is recorded, the new owners will begin paying the appropriate property taxes. Housing construction will result in one-time construction sales tax to the city and payment of building permit fees, impact fees and plant investment fees.			
Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

COMMITTEE RECOMMENDATIONS

The final plat was discussed at the October 3, 2024 Community Development Committee Meeting. The Committee had no concerns and was supportive of moving forward with the adoption of final plat once all Phase 1 improvements have been installed.

CITY COUNCIL OPTIONS

1. Approve the final plat of Bakerview Phase 1 as presented.
2. Return the final plat of Bakerview Phase 1 to the applicant to make final correction or edits to the final plat.

RECOMMENDED ACTION

“I MOVE TO APPROVE THE FINAL PLAT OF BAKERVIEW PHASE 1, WITH ANY CORRECTIONS AS REQUIRED BY METRON & ASSOCIATES INC., AND TO AUTHORIZE THE MAYOR TO SIGN THE CORRECTED FINAL PLAT IN ACCORDANCE WITH SMC 16.020.060(3).”

ATTACHMENT A
FINAL PLAT MAP OF BAKERVIEW PHASE 1

BAKERVIEW, PHASE 1

A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY
CITY OF STANWOOD

VOLUME:

PAGE:

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, BEING **BAKERVIEW, PHASE 1, A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY**, CITY FILE NO. 22-0005 HEREBY DECLARE AND AGREE TO THE USE OF THE PUBLIC PROPERTY FOR EVER FOR ALL STREETS, AVENUES, PLACES AND EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE, WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE, WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER, AFTER ACQUIRING A CULVERT PERMIT FROM THE CITY OF STANWOOD COMMUNITY DEVELOPMENT, IF REQUIRED.

TRACTS 998, 990, 996 AND 998 ARE HEREBY GRANTED AND CONVEYED TO THE BAKERVIEW HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO CITY OF STANWOOD. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH CITY CODE SHALL BE THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOTS SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING INTEREST IN THE TRACTS OR LOTS.

DECLARANT DECLARATION

FURTHER THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED BAKERVIEW, PHASE 1: A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF RESTRICTED BY LAW AND THE DECLARATION FOR BAKERVIEW, PHASE 2: A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILING NUMBER _____.

THIS SUBDIVISION, DEDICATION, DECLARATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRED OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS,

THIS _____ DAY OF _____, 20____,

BAKERVIEW - STANWOOD, LIMITED LIABILITY COMPANY

BY:

ITS: _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF SURVEYING & MAPPING, LLC.

THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ M.,

AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____;

APN: _____ RECORDS OF CITY OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY DEPUTY COUNTY AUDITOR

AUDITOR'S FILE NO.: _____

ACKNOWLEDGMENTS

STATE OF _____ SS

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT

_____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF BAKERVIEW - STANWOOD, LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: _____

SIGNATURE: _____

(PRINT NAME)
NOTARY PUBLIC IN AND FOR
THE STATE OF _____

RESIDING AT: _____

MY APPOINTMENT EXPIRES: _____

LOT	ADDRESS #	LOT	ADDRESS #
30	79	79	
31	80	80	
32	81	81	
33	82	82	
34	83	83	
35	84	84	
36	85	85	
37	86	86	
38	87	87	
39	88	88	
40	89	89	
41	90	90	
42	91	91	
43	92	92	
44	93	93	
45	94	94	
46	95	95	
47	96	96	
48	97	97	
49	98	98	
50	99	99	
51	100	100	
52	101	101	
53	102	102	
54	103	103	
55	104	104	
56	105	105	

LEGAL DESCRIPTION

PARCEL A: (TPN: 320420-002-024-00)

PARCEL D, CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-0386 AS DELINEATED ON THAT SURVEY RECORDED UNDER AUDITOR'S NO. 202110275003 IN THE RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST W.M.

EXCEPT THAT PORTION DEEDED TO THE CITY OF STANWOOD FOR RIGHT OF WAY UNDER AUDITOR'S FILE NUMBER 202406120238, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL B: (TPN: 320420-002-030-00)

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST OF THE W.M., LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SUBDIVISION;

THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION FOR 7.5 FEET; THENCE SOUTHEASTERLY ALONG A LINE FOR 331 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SUBDIVISION WHICH LIES 26.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION.

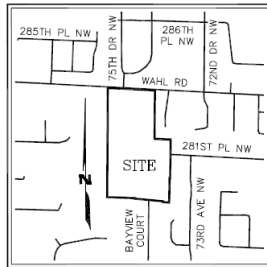
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS PLAT SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS

CONTAINED IN INSTRUMENT RECORDED _____

UNDER RECORDING NUMBER _____

VICINITY MAP
(1" = 1000')

BAKERVILLE, PHASE 1

A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY
CITY OF STANWOOD FILE NO. FP -

VOLUME:

PAGE:

BASIS OF BEARINGS

BASIS OF BEARINGS NORTH 87°02'23" WEST BETWEEN THE FOUND SNOHOMISH COUNTY MONUMENTS 3204N05 & 3204N07 ALONG 284TH ST NW (WAHL RD).

HORIZONTAL DATUM

NAD '83/G1 - GPS HxGN SMARTNET

EQUIPMENT NOTES

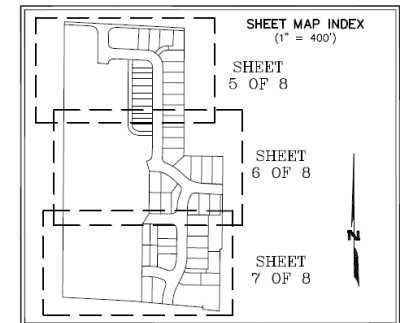
PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA GS14 GPS/GNSS EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC TS16 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WACS 332-130-080/090.

REFERENCES

- (R1) BOUNDARY LINE ADJUSTMENT BY CASCADE SURVEYING & ENGINEERING, INC., RECORDED UNDER RECORDING NUMBER 202110275003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
- (R2) RECORD OF SURVEY BY CASCADE SURVEYING & ENGINEERING, INC., RECORDED UNDER RECORDING NUMBER 8005275009, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
- (R3) PLAT OF BAYVIEW LANE, RECORDED UNDER RECORDING NUMBER 9708155011, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
- (R4) PLAT OF CEDARHOMES FARMS, RECORDED UNDER RECORDING NUMBER 200405265124, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
- (R5) PLAT OF CEDAR HOME RIDGE, RECORDED UNDER RECORDING NUMBER 200310085002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
- (R6) PLAT OF COPPER STATION, RECORDED UNDER RECORDING NUMBER 200703015003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
- (R7) SHORT PLAT NUMBER 3A 8808372SP, RECORDED UNDER RECORDING NUMBER 9105310261, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
- (R8) RECORD OF SURVEY BY HUGH G. GOLDSMITH & ASSOCIATES, INC. RECORDED UNDER RECORDING NUMBER 9508075002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SYMBOL LEGEND

- FOUND EXISTING REBAR & CAP AS NOTED
- ⊕ FOUND MONUMENT IN CASE AS NOTED
- ⊗ FOUND QUARTER SECTION
- ⊕ FOUND SECTION CORNER



SAM

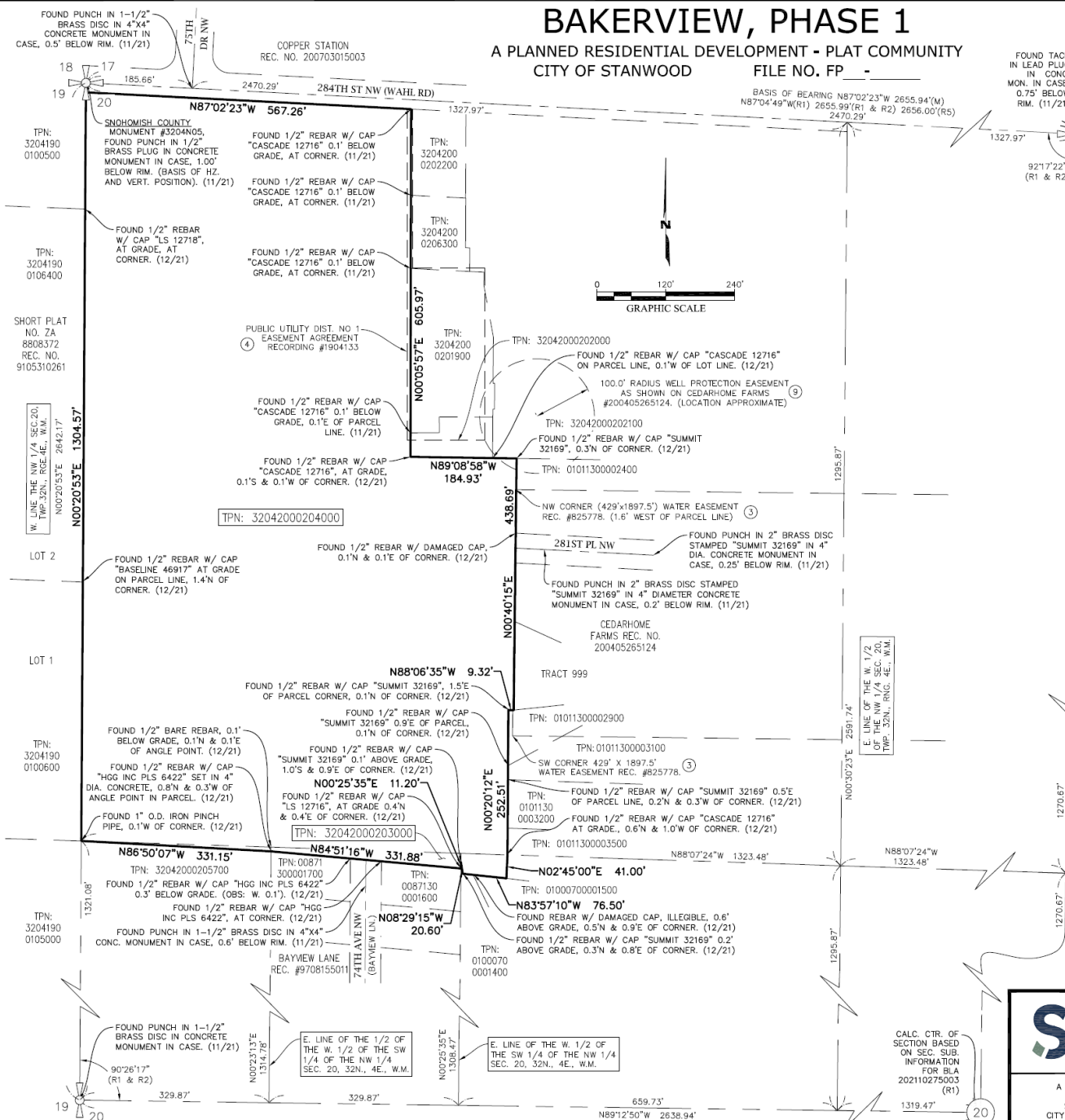
15241 NE 90th Street, Suite 100
Redmond, WA 98052
Office: 425-823-5700
email: info@sam.biz

A PORTION OF THE NW 1/4 OF THE NW 1/4, AND
A PORTION OF THE SW 1/4 OF THE NW 1/4
SECTION 20, TOWNSHIP 32N, RANGE 4E, W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

JOB NO. 21-257

SHEET 2 OF 8

11.56



AUDITOR'S FILE NO.:

BAKERVIEV, PHASE 1

A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY CITY OF STANWOOD

VOLUME: PAGE:

PHASE 2 LEGAL DESCRIPTION

THAT PORTION OF PARCEL NO. 1 CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-036 AS DELINEATED ON THAT SURVEY RECORDED UNDER AUDITOR'S NO. 202110275003 IN THE RECORDS OF SNOHOMISH COUNTY BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST W.M. AND
THAT PORTION OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST OF THE W.M., LYING NORTHERLY OF THE DESCRIBED LINE:
BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SUBDIVISION;
THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION FOR 7.5 FEET;
THENCE SOUTHEASTERLY ALONG A LINE FOR 331 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SUBDIVISION WHICH LIES 28.5 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL D,;
THENCE SOUTH 00°20'53" WEST 13.51 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 87°02'23" EAST 127.42 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 33.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°08'20", AN ARC DISTANCE OF 50.19 FEET;
THENCE SOUTH 00°05'57" WEST 142.24 FEET;
THENCE SOUTH 84°43'37" EAST 49.20 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS SOUTH 89°54'03" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°39'12" AN ARC DISTANCE OF 39.55 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 225.50 FEET;
THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°12'28" AN ARC DISTANCE OF 8.69 FEET;
THENCE SOUTH 87°02'23" EAST 62.35 FEET;
THENCE SOUTH 02°57'37" WEST 23.69 FEET TO A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°51'40" AN ARC DISTANCE OF 2.50 FEET;
THENCE SOUTH 00°05'57" WEST 283.32 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET;
THENCE SOUTH 89°54'03" EAST 65.00 FEET;
THENCE SOUTH 00°05'57" WEST 64.09 FEET TO A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 175.50 FEET;
THENCE SOUTHEASTERLY ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 03°58'42" AN ARC DISTANCE OF 12.19 FEET;
THENCE SOUTH 04°04'40" WEST 21.92 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°19'27", AN ARC DISTANCE OF 37.67 FEET;
THENCE SOUTH 14°43'17" EAST 50.76 FEET;
THENCE SOUTH 00°24'07" WEST 200.00 FEET;
THENCE SOUTH 32°53'04" WEST 58.09 FEET;
THENCE SOUTH 00°24'07" WEST 200.00 FEET;
THENCE SOUTH 02°21'35" WEST 49.03 FEET;
THENCE SOUTH 00°24'07" WEST 120.35 FEET;
THENCE ALONG THE BOUNDARY OF SAID PARCELS LISTED ABOVE OVER THE NEXT 3 COURSES AND DISTANCES;
THENCE NORTH 84°51'16" WEST 42.54 FEET;
THENCE NORTH 86°50'07" WEST 331.15 FEET;
THENCE NORTH 00°20'53" EAST 1,291.05 FEET TO THE POINT OF BEGINNING.

MATTERS OF RECORD PER TITLE

- EASEMENTS AND LEGAL DESCRIPTION ARE BASED ON THE SUBDIVISION GUARANTEED BY CHICAGO TITLE INSURANCE COMPANY, ORDER #500125993C, REVISION 4, EFFECTIVE SEPTEMBER 12, 2024 AT 8:00 A.M.
- SUBJECT TO AN EASEMENT FOR THE PURPOSE OF ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM WITH RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, RECORDED UNDER RECORDING NUMBERS 377580, (NOT PLOTTABLE WITH DESCRIPTION PROVIDED)
 - SUBJECT TO AN EASEMENT FOR THE PURPOSE OF WATER LINES WITH RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, RECORDED UNDER VOLUME 381 PAGE 539, RECORDING NUMBERS 825778, (PLOTTED)
 - SUBJECT TO AN EASEMENT FOR THE PURPOSE OF ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE WITH RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, RECORDED UNDER RECORDING NUMBERS 1904133 (AGREEMENT OVER ASBLUT LOCATION OF ELECTRIC TRANSMISSION LINE ALONG EASTERLY BOUNDARY LINE)
 - PERTAINS TO A BOUNDARY AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NUMBER 8012080131. (NOT PLOTTABLE)
 - SUBJECT TO AN EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS AND UTILITIES WITH RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, RECORDED UNDER RECORDING NUMBERS 9004250470 AND 201806150701. (DOES NOT AFFECT NOR BENEFIT SUBJECT PARCEL)
 - SUBJECT TO ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON BY MATTERS DISCLOSED BY SURVEY BY CASCADE SURVEYING AND ENGINEERING, INC. DATED NOVEMBER 13, 2019. (NO EASEMENTS TO PLOT)
 - PERTAINS TO COVENANTS, CONDITIONS, RESTRICTIONS, AS SET FORTH ON SURVEY, RECORDED UNDER RECORDING NUMBER 9508075002. (NO EASEMENTS TO PLOT)
 - PERTAINS TO COVENANTS, CONDITIONS, RESTRICTIONS, AS SET FORTH ON CEDARHOM FIELDS, RECORDED UNDER RECORDING NUMBER 200405265214. (PLOTTED)
 - SUBJECT TO AN EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS AND UTILITIES WITH RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, RECORDED UNDER RECORDING NUMBER 202008160503. (DOES NOT AFFECT NOR BENEFIT SUBJECT PARCEL)
 - PERTAINS TO COVENANTS, CONDITIONS, RESTRICTIONS, AS SET FORTH ON CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-0366, RECORDED UNDER RECORDING NUMBER 202110275003.
 - PERTAINS TO MEMORANDUM OF AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NUMBER 202208110179. (NO EASEMENTS TO PLOT)
 - SUBJECT TO AN EASEMENT FOR THE PURPOSE OF ELECTRIC AND COMMUNICATION DISTRIBUTION LINES AND FACILITIES WITH RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, RECORDED UNDER RECORDING NUMBER 202210202292. (SHOWN AS(5) ON SHEETS 5 THROUGH 8)
 - NOT SURVEY RELATED

RESTRICTIONS, COVENANTS AND NOTES

- THIS FINAL PLAT IS BASED UPON THE CITY OF STANWOOD HEARING EXAMINER'S JULY 21, 2022 DECISION APPROVING PLANNED RESIDENTIAL DEVELOPMENT OF BAKERVIEV, CITY OF STANWOOD FILE NUMBER 22-0005. A COPY OF THIS DECISION IS ON FILE WITH THE CITY OF STANWOOD PLANNING DEPARTMENT.
- NO FURTHER DIVISION OR RE-DIVISION OF ANY LOT OR TRACT SHALL BE PERMITTED WITHOUT THE APPROVAL OF AN APPROPRIATE DIVISION OR RE-DIVISION PROCEDURE BY THE CITY OF STANWOOD.
- TREES TO BE PRESERVED SHALL BE DESIGNATED IN ACCORDANCE WITH THE APPROVED TREE PRESERVATION PLAN ON FILE WITH THE CITY OF STANWOOD PLANNING DEPARTMENT. DESIGNATED TREES WHICH ARE DAMAGED OR DESTROYED SHALL BE REPLACED IN ACCORDANCE WITH SMC 17.145.040, OR AS HEREAFTER AMENDED.
- ALL SINGLE-FAMILY BUILDING PERMITS ASSOCIATED WITH BAKERVIEV, PHASE 1: A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY SHALL BE REVIEWED BY THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT FOR CONFORMANCE TO THE APPROVED BUILDING ELEVATIONS. IN ACCORDANCE WITH RCDC SECTION 20C.30.105-040, OR AS HEREAFTER AMENDED.
- IMPACT FEES FOR TRAFFIC, PARKS, FIRE, AND SCHOOLS WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT ISSUANCE. IMPACT FEES ARE PAYABLE AT THE LEVELS IN EFFECT AT THE TIME OF BUILDING PERMIT SUBMITTAL.
- THE BAKERVIEV HOMEOWNERS ASSOCIATION (HOA) SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

RESTRICTIONS, COVENANTS AND NOTES-CONT

- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS OF WAYS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR THEIR ASSIGNS AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL FOR CITY ROAD PURPOSES, WITH APPROVAL FROM THE CITY OF STANWOOD PUBLIC WORKS DEPARTMENT.
- SEWER CREDITS RECEIVED FOR ELIGIBLE OFF-SITE IMPROVEMENTS AND THE BENEFIT OF THIS COVENANT SHALL INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT CITY OF STANWOOD (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. THE CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.
- GRANTOR, IN CONSIDERATION OF APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASIN; STORMWATER FLOW REGULATION SYSTEM DETENTION Ponds, VAULTS, PIPES, RETENTION POND, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.
- THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
- CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS LANDS OF THE GRANTORS FOR THE PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF THE CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, THE CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF THE CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGON IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, THE CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE THE CITY OR PAY THE CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN THE CITY'S STATEMENT.
- IF THE CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, THE CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF THE CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEYS' FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISION OF THE COVENANT, IN THE EVENT OF NONPAYMENT, THE CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEYS' FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

TRACT NOTES

- A "TRACT" IS LAND RESERVED FOR SPECIFIC USES LIMITED TO THOSE SPECIFIED ON THE FACE OF THE PLAT. TRACTS ARE NOT CONSIDERED LOTS FOR BUILDING SITES FOR PURPOSES OF RESIDENTIAL DWELLING CONSTRUCTION.
- TRACT 988
UPON THE RECORDING OF THIS PLAT, TRACT 988, A SHARED DRIVEWAY AND UTILITY TRACT, IS HEREBY GRANTED AND CONVEYED, TO THE BAKERVIEV HOMEOWNERS ASSOCIATION AND ITS SUCCESSORS IN INTEREST SHALL HAVE ACCESS AND BE RESPONSIBLE FOR ALL OTHER MAINTENANCE OBLIGATIONS. THE BAKERVIEV HOMEOWNERS ASSOCIATION SHALL HAVE ACCESS RIGHTS TO SAID TRACT 988.
- TRACT 990
UPON THE RECORDING OF THIS PLAT, TRACT 990, A SHARED DRIVEWAY AND UTILITY TRACT, IS HEREBY GRANTED AND CONVEYED, TO THE BAKERVIEV HOMEOWNERS ASSOCIATION AND ITS SUCCESSORS IN INTEREST SHALL HAVE ACCESS AND BE RESPONSIBLE FOR ALL OTHER MAINTENANCE OBLIGATIONS. THE BAKERVIEV HOMEOWNERS ASSOCIATION SHALL HAVE ACCESS RIGHTS TO SAID TRACT 990.
- TRACT 992
UPON THE RECORDING OF THIS PLAT, TRACT 992, A PUBLIC ALLEY AND UTILITY TRACT, IS HEREBY GRANTED AND CONVEYED, TO THE BAKERVIEV HOMEOWNERS ASSOCIATION AND ITS SUCCESSORS IN INTEREST SHALL HAVE ACCESS AND BE RESPONSIBLE FOR ALL OTHER MAINTENANCE OBLIGATIONS. THE BAKERVIEV HOMEOWNERS ASSOCIATION SHALL HAVE ACCESS RIGHTS TO SAID TRACT 992.
- TRACT 994
UPON THE RECORDING OF THIS PLAT, TRACT 994, A CRITICAL AREA TRACT AND OPEN SPACE, IS HEREBY GRANTED AND CONVEYED, TO THE BAKERVIEV HOMEOWNERS ASSOCIATION. OWNERSHIP OF SAID TRACT SHALL BE CONSISTENT WITH CITY CODE. SHALL BE THE RESPONSIBILITY OF THE BAKERVIEV HOMEOWNERS ASSOCIATION UNLESS AND UNTIL TRACT 994 IS REDESIGNED BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACT IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE BAKERVIEV HOMEOWNERS ASSOCIATION AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON PLAT.
- TRACT 995
UPON THE RECORDING OF THIS PLAT, TRACT 995, AN OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TO THE BAKERVIEV HOMEOWNERS ASSOCIATION AND ITS SUCCESSORS IN INTEREST SHALL HAVE ACCESS AND BE RESPONSIBLE FOR ALL OTHER MAINTENANCE OBLIGATIONS. THE BAKERVIEV HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF LANDSCAPE IN SAID TRACT.
- TRACT 996
UPON THE RECORDING OF THIS PLAT, TRACT 996, A STORMWATER MANAGEMENT AND OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TO THE BAKERVIEV HOMEOWNERS ASSOCIATION AND ITS SUCCESSORS. THE BAKERVIEV HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AND STORM DRAINAGE FACILITIES WITHIN SAID TRACT.
- TRACT 998
UPON THE RECORDING OF THIS PLAT, TRACT 998, A STORMWATER MANAGEMENT AND OPEN SPACE TRACT, IS HEREBY GRANTED AND CONVEYED, TO THE BAKERVIEV HOMEOWNERS ASSOCIATION AND ITS SUCCESSORS. THE BAKERVIEV HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AND STORM DRAINAGE FACILITIES WITHIN SAID TRACT.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR IS EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFIT OF THIS COVENANT SHALL INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT CITY OF STANWOOD (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. THE CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASIN; STORMWATER FLOW REGULATION SYSTEM DETENTION Ponds, VAULTS, PIPES, RETENTION POND, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS LANDS OF THE GRANTORS FOR THE PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF THE CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, THE CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF THE CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGON IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, THE CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE THE CITY OR PAY THE CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN THE CITY'S STATEMENT.
- IF THE CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, THE CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF THE CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEYS' FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISION OF THE COVENANT, IN THE EVENT OF NONPAYMENT, THE CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEYS' FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

AUDITOR'S FILE NO.:



15241 NE 90th Street, Suite 100
Redmond, WA 98052
Office: 425-823-5700
email: info@sam.biz

A PORTION OF THE NW 1/4 OF THE NW 1/4, AND
A PORTION OF THE SW 1/4 OF THE NW 1/4,
SECTION 20, TOWNSHIP 32N, RANGE 4E, W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

JOB NO. 21-257

SHEET 3 OF 8

PRELIMINARY

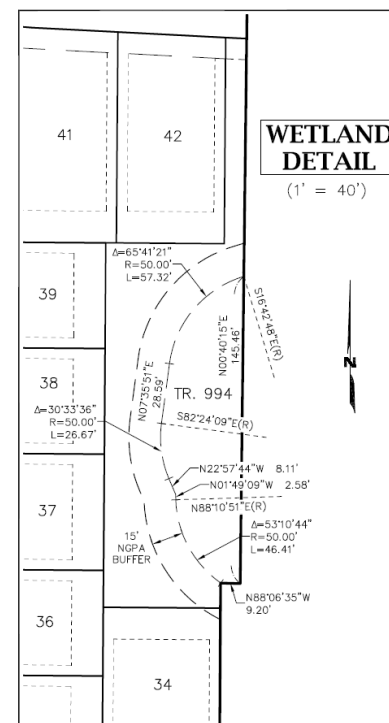
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AUDITOR'S FILE NO.:

THE OWNERS'S OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THE RESPECTIVE LOT OWNER.

THE LOCATIONS OF THE EASEMENT HEREBY GRANTED AND CONVEYED ARE GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS "PUBLIC DRAINAGE EASEMENT". SEE SHEETS 6 & 8 FOR PLOTTED LOCATIONS.



SHEET 4 OF 8

BAKERVIEW, PHASE 1

A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY
CITY OF STANWOOD FILE NO. FP -

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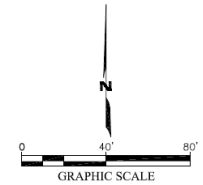
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0100500

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0106400

TPN:
3204200
0202200

TPN:
3204200
0206300

TPN:
3204200
0201900



SYMBOL LEGEND

- (R) RADIAL BEARING
● SET 1/2" REBAR & CAP STAMPED
● "SAM LS #40094" AT PROPERTY CORNER
⊗ SET TACK & WASHER STAMPED
⊗ "SAM LS #40094" AS NOTED
⊙ SET MONUMENT IN CASE
⊙ FOUND EXISTING REBAR & CAP AS NOTED
⊕ FOUND MONUMENT IN CASE AS NOTED

EASEMENT LEGEND

- ① PRIVATE STORM DRAINAGE EASEMENT
② PRIVATE WALL & STORM DRAINAGE ESM.T.
③ PRIVATE WATER EASEMENT
④ PUBLIC STORM DRAINAGE EASEMENT
⑤ PUBLIC UTILITY EASEMENT
[EASEMENT DETAILS ON SHEET B OF 8]

BAKERVIEW PH. 2
FUTURE
DEVELOPMENT
MAY BE WITHDRAWN FROM
BAKERVIEW;
SUBJECT TO DEVELOPMENT
RIGHTS TO ADD UNITS THAT
WILL RESULT IN A
REALLOCATION OF ALLOCATED
INTERESTS
(439,116 S.F.)

CONTINUED ON SHEET 6



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A PORTION OF THE NW 1/4 OF THE NW 1/4, AND
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SECTION 20, TOWNSHIP 32N, RANGE 4E, WM,
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

JOB NO. 21-257



SHEET 5 OF 8

11.59

LINE	BEARING	DISTANCE
L1	N 40°08'43" E	36.72'
L2	N 40°08'43" E	24.50'
L3	N 89°54'03" W	4.75'
L4	N 02°57'37" E	48.19'
L5	N 02°57'37" E	24.50'
L6	N 00°20'53" E	13.51'
L11	N 40°08'43" E	12.86'
L12	N 89°54'03" W	4.75'

LINE	BEARING	DISTANCE
L13	N 00°05'57" E	20.00'
L14	S 89°54'03" E	4.75'
L15	N 40°08'43" E	12.86'
L16	S 00°05'57" W	13.52'
L39	N 00°05'57" E	13.32'
L40	N 02°57'37" E	23.69'
L41	S 00°05'57" W	4.78'

CURVE	DELTA	RADIUS	LENGTH
C1	2°51'40"	350.00	17.48
C2	2°51'40"	250.00	12.48
C3	37°11'05"	55.00	35.69
C4	49°57'15"	55.00	47.95
C5	49°57'15"	55.00	47.95
C6	2°51'40"	40.00	2.00
C13	18°11'59"	79.50	25.25
C14	24°31'42"	79.50	34.03

CURVE	DELTA	RADIUS	LENGTH
C15	14°27'08"	79.50	20.05
C16	24°46'09"	79.50	34.37
C17	51°12'31"	79.50	7.20
C18	49°57'15"	45.00	39.23
C19	49°57'15"	65.00	56.67
C20	37°27'54"	65.00	42.50
C21	12°29'21"	65.00	14.17
C22	2°25'25"	274.50	11.61

CURVE	DELTA	RADIUS	LENGTH
C23	89°33'45"	25.00	39.08
C24	92°51'40"	33.00	53.48
C79	90°39'12"	25.00	39.55
C80	2°12'28"	225.50	8.69
C82	2°51'40"	30.00	1.50
C83	2°51'40"	50.00	2.50
C84	87°08'20"	30.50	46.39

AUDITOR'S FILE NO.:

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ON SHEET 5

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CONTINUED ON SHEET 5

ON SHEET 5

SYMBOL LEGEND

- | (R) | RADIAL BEARING |
|-----|--|
| ● | SET 1/2" REBAR & CAP STAMPED
"SAM LS #40094" AT PROPERTY CORNER |
| ⊗ | SET TACK & WASHER STAMPED
"SAM LS #40094" AS NOTED |
| ⊙ | SET MONUMENT IN CASE |
| ○ | FOUND EXISTING REBAR & CAP AS NOTED |
| ⊕ | FOUND MONUMENT IN CASE AS NOTED |

EASEMENT LEGEND

- (1) PRIVATE STORM DRAINAGE EASEMENT
- (2) PRIVATE WALL & STORM DRAINAGE ESMT.
- (3) PRIVATE WATER EASEMENT
- (4) PUBLIC STORM DRAINAGE EASEMENT
- (5) PUBLIC UTILITY EASEMENT

[EASEMENT DETAILS ON SHEET 8 OF 8]

TPN: 32042000202100

TPN:
0101130
0002400

CEDARHOM
ARMS REC. NO.
200405265124

CONTINUED ON SHEET 7

CURVE TABLE				
CURVE	DELTA	CURVE RADIUS	TABLE LENGTH	
C67	35.24	25	41	
C68	12.00	174.50	36.59	
C75	14.37	99.50	50.94	
C76	10.06	99.50	35.17	
C78	3.58	224.50	15.59	
C77	90.00	25.00	39.27	
C81	80.00	30.00	47.12	
C78	191.37	150.50	50.76	



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SECTION 20, TOWNSHIP 32N., RANGE 4E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

JOB NO. 21-257

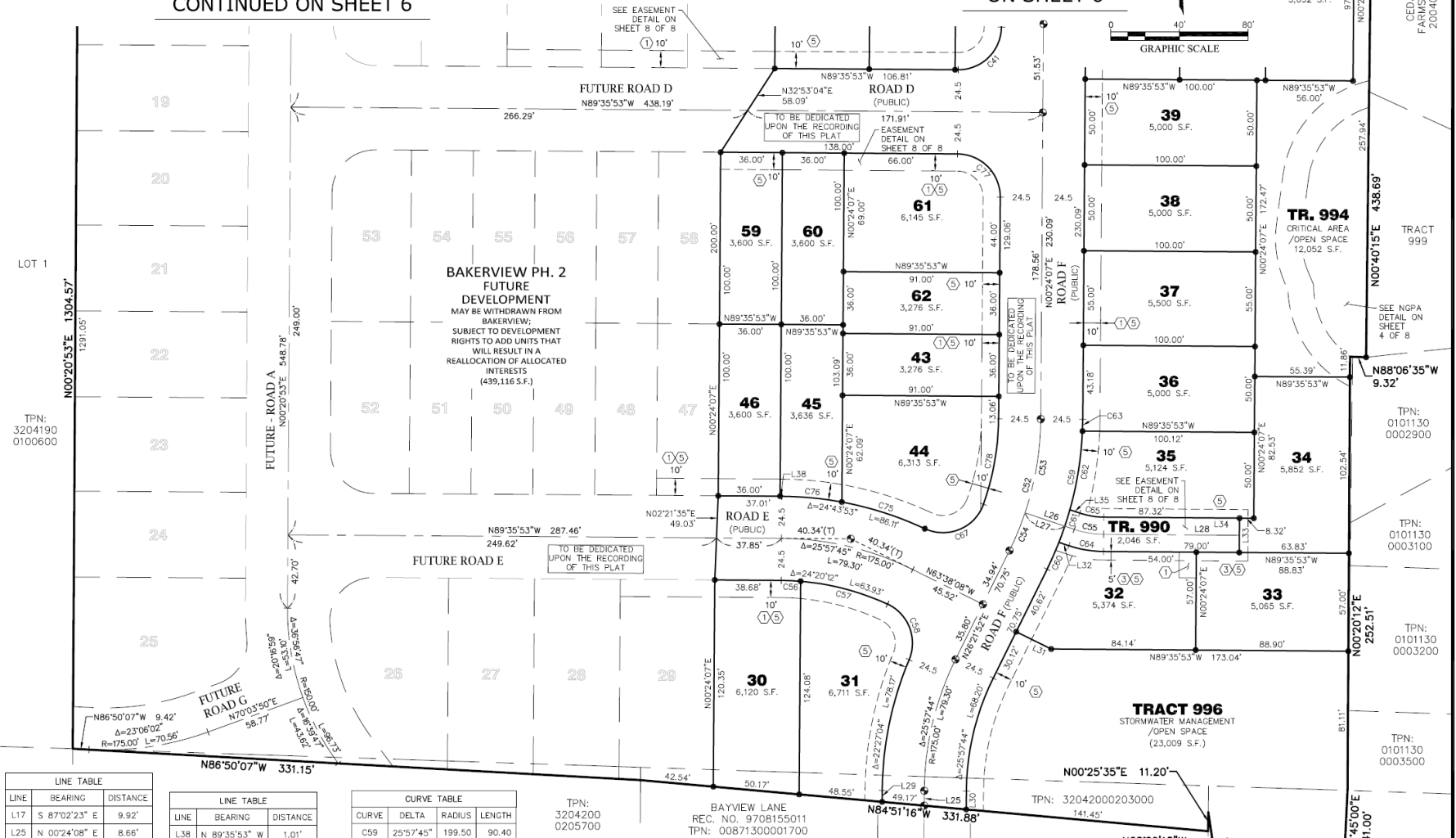
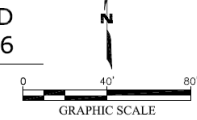
SHEET 6 OF 8

BAKERVILLE, PHASE 1

A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY
CITY OF STANWOOD FILE NO. FP -

CONTINUED
ON SHEET 6

CONTINUED ON SHEET 6



LINE TABLE		
LINE	BEARING	DISTANCE
L17	S 87°02'23" E	9.92'
L25	N 00°24'08" E	8.66'
L26	N 71°24'37" W	30.27'
L27	S 71°24'37" E	24.50'
L28	N 89°35'53" W	79.00'
L29	S 00°24'08" W	6.63'
L30	N 00°24'08" E	10.70'
L31	N 63°38'08" W	22.75'
L32	N 71°24'37" W	6.02'
L33	N 00°24'07" E	20.00'
L34	S 89°35'53" E	79.00'
L35	N 71°24'37" W	6.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L38	N 89°35'53" W	1.01'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
CS2	25°57'45"	175.00	79.30
CS3	18°11'16"	175.00	55.55
CS4	7°46'29"	175.00	23.75
CS5	18°11'16"	55.00	17.46
CS6	4°18'45"	150.50	11.33
CS7	20°01'28"	150.50	52.60
CS8	88°06'52"	25.00	38.45

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C59	25°57'45"	199.50	90.40
C60	4°54'05"	199.50	17.07
C61	5°44'47"	199.50	20.01
C62	13°21'22"	199.50	46.50
C63	1°57'31"	199.50	6.82
C64	18°11'16"	65.00	20.63
C65	18°11'16"	45.00	14.28

SYMBOL LEGEND

- (R) RADIAL BEARING
- SET 1/2" REBAR & CAP STAMPED
- "SAM" L.S. #40094" AT PROPERTY CORNER
- SET TACK & WASHER STAMPED
- "SAM" L.S. #40094" AS NOTED
- ⊙ SET MONUMENT IN CASE
- FOUND EXISTING REBAR & CAP AS NOTED
- ⊕ FOUND MONUMENT IN CASE AS NOTED

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- ① PRIVATE STORM DRAINAGE EASEMENT
 - ② PRIVATE WALL & STORM DRAINAGE ESMT.
 - ③ PRIVATE WATER EASEMENT
 - ④ PUBLIC STORM DRAINAGE EASEMENT
 - ⑤ PUBLIC UTILITY EASEMENT
- [EASEMENT DETAILS ON SHEET 8 OF 8]

AUDITOR'S FILE NO.: _____

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3204200
0205700

BAYVIEW LAINE
REC. NO. 9708155011
TPN: 00871300001700

TPN: 32042000203000
141.45'

TPN: 00871300001600

TPN: 0100070
0001400

TPN: 01000700001500



A PORTION OF THE NW 1/4 OF THE NW 1/4, AND
A PORTION OF THE SW 1/4 OF THE NW 1/4
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JOB NO. 21-257



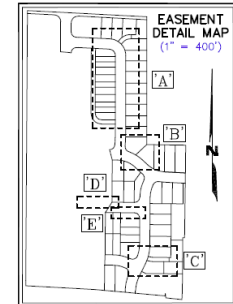
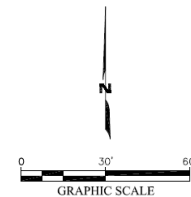
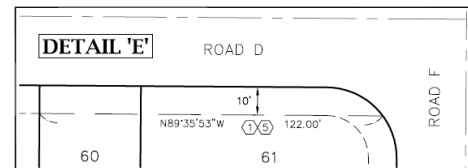
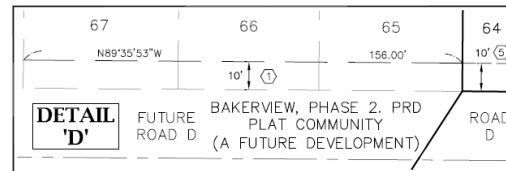
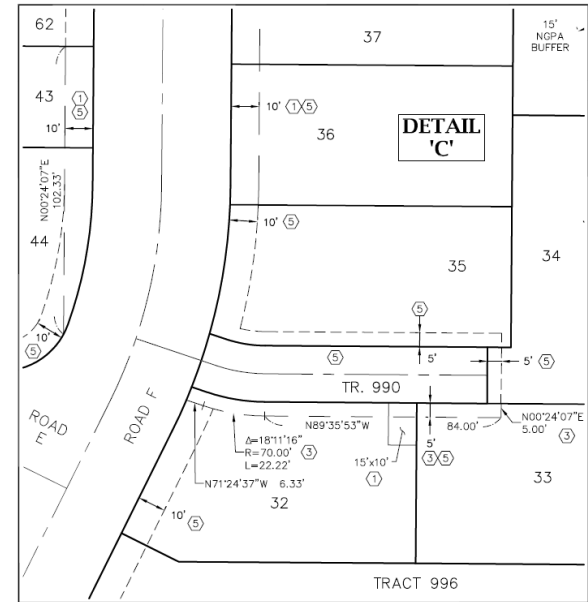
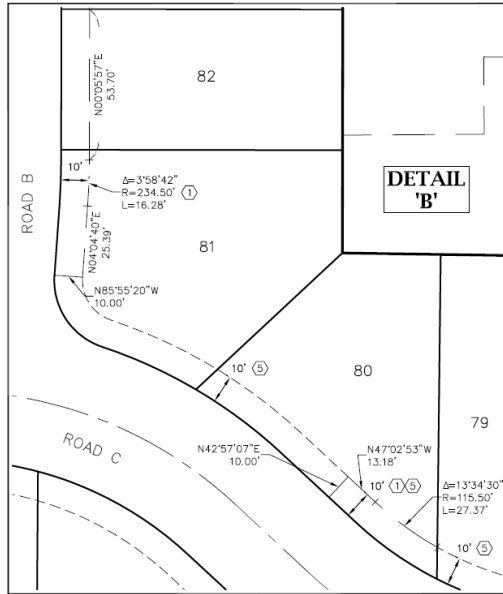
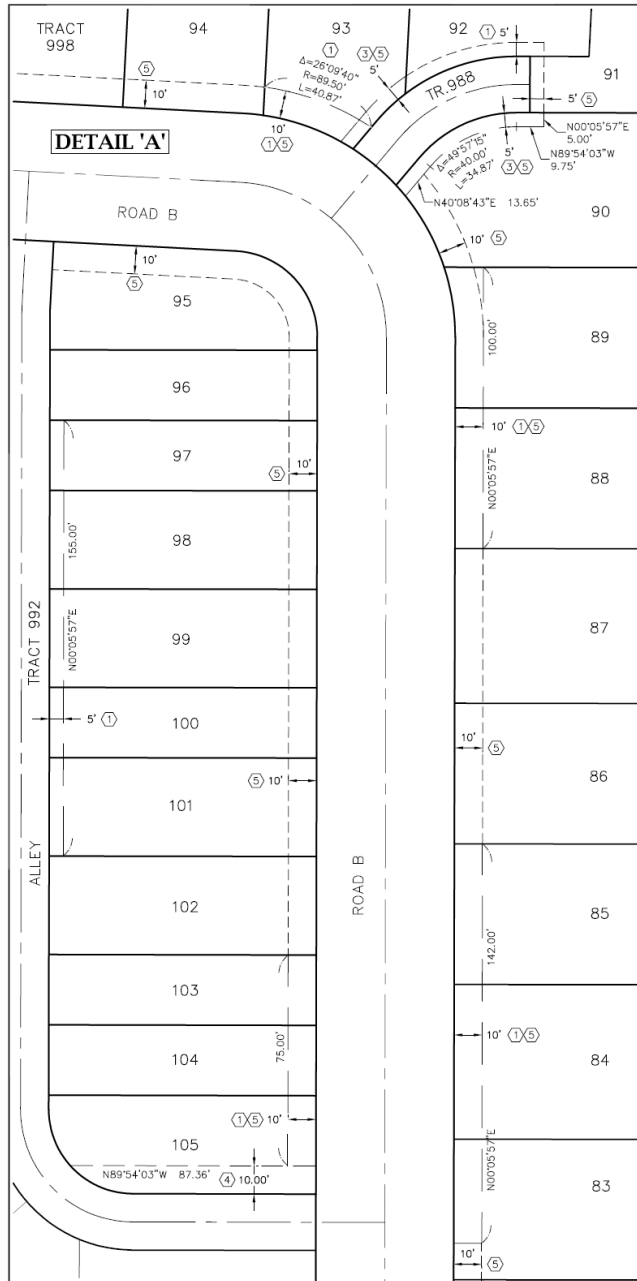
SHEET 7 OF 8

BAKerview, PHASE 1

A PLANNED RESIDENTIAL DEVELOPMENT - PLAT COMMUNITY
CITY OF STANWOOD FILE NO. FP - _____

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EASEMENT LEGEND

- ① PRIVATE STORM DRAINAGE EASEMENT
- ② PRIVATE WALL & STORM DRAINAGE ESMT.
- ③ PRIVATE WATER EASEMENT
- ④ PUBLIC STORM DRAINAGE EASEMENT
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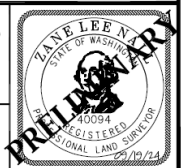
[EASEMENT DETAILS ON SHEET 8 OF 8]



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CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

JOB NO. 21-257



SHEET 8 OF 8



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: December 12, 2024

SUBJECT: Atwell, LLC Task Order for the Cedarhome Drive and Park Drive Water Main Replacement project.

CONTACT PERSON: Alan Lytton, City Engineer

ATTACHMENTS: A – Scope and Fee

PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign a task order with Atwell, LLC for the Cedarhome Drive and Park Drive Water Main Replacement project.

BACKGROUND

The City identified Cedarhome Drive and Park Drive improvements in the CIP and in the Water Capital projects. Atwell has provided a scope and fee for civil engineer design services generally consisting of water improvements from Pioneer Highway up to 276th Street. Our intent is to also replace the watermain on Park Drive around Lions Park. The current water main is a mix of PVC and steel of various sizes, we propose to replace the main with approximately 3,250 feet of 8" C900 pipe. Atwell proposed 718 hours of staff time totaling \$163,420 in design costs for the project. This work will be done as a task order under a current on-call agreement with Atwell.

We do not propose removing the bricks on Cedarhome, we will fit the water line on the edge of the road, and within the asphalt shoulder.

ANALYSIS

The CIP includes \$164,000 in water funds in 2025 for design, and \$1,500,000 in 2026 for construction.

Fiscal Impact			
Fund(s):	Fund 103 \$164,000		
Amount:	\$163,420	Project Estimate:	\$164,000
Budget Authorized	[x] Yes [] No	Amendment Required	[] Yes [x] No [] Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends awarding the design scope to Atwell, LLC for a cost of \$163,420.

Committee/Board Recommendation:

The Public Works Committee reviewed this proposal at their December 2, 2024 meeting.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign a contract with Atwell, LLC for the Cedarhome and Park Drive Water Improvement project not to exceed \$163,420.
2. Send back to Public Works Committee for additional discussion.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN A TASK ORDER WITH ATWELL, LLC FOR THE CEDARHOME DRIVE AND PARK DRIVE WATER MAIN REPLACEMENT PROJECT NOT TO EXCEED \$163,420.”

CITY OF STANWOOD
CEDARHOME DRIVE AND PARK DRIVE WATER MAIN REPLACEMENT

SCOPE OF WORK

Based upon our understanding of the project requirements and discussions with you we have developed the following scope of services:

PROJECT UNDERSTANDING

Atwell, LLC ("Atwell") will provide engineering services for the Cedarhome Drive and Park Drive Water Main Replacement ("Project") generally consisting of water improvements for the replacement of approximately $\pm$ 3,250 LF of the existing 2-inch galvanized and 6-inch steel water main with 8-inch PVC water main along Cedarhome Drive from Pioneer Highway to 276th St NW and Park Drive loop to 276th PI NW. This will include valves, fittings, fire hydrants, water services, and water main connections where necessary.

TASK 001: PROJECT MANAGEMENT AND COORDINATION:

This task is for general coordination and meetings on the project, including coordination with the City, internal plan review/discussion meetings, and in-house quality assurance. Atwell will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date. Quality Assurance/Quality Control reviews will be completed at each submittal stage.

Deliverables: *Monthly Invoices, Progress Reports*

TASK 002: SURVEY SERVICES:

Atwell will prepare base mapping for the overlay areas specified in the Project Description above and shown in the map below. AutoCAD drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD '88 Vertical Datum.
- Retrieve, interpret, and include existing as-builts as available from local agencies and purveyors.
- Establish rights-of-way and roadway centerlines within above-described area as available from recorded plats and public records further compared to the Snohomish County Parcel GIS lines.
- Interpret and delineate existing easements within unopened right-of-way section described above.
- Set additional benchmarks at least 1 per 500' of route mapping.
- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 1' intervals along subject area.
- Show and label all control points with elevations and point numbers.
- Show known utilities by surface evidence, utility pre-painting, or as-built location.

Deliverables: *AutoCAD 2022 drawing file with point database and dtm files*

Assumptions: *The City will provide all necessary right of entry into private property and notice to landowners along the route of mapping activity.*

TASK 003: UNDERGROUND UTILITY LOCATING SERVICES:

Applied Professional Services, Inc (APS) will provide utility locating services for the project. Services under this task is included in the attached scope from APS.

TASK 004: 30% DESIGN:

Based on the survey prepared under Task 002, Atwell will complete the 30% Design stage for the project. The services under this task will include:

- Initial site visit.
- Kickoff meeting with City staff.
- Prepare 30% Design Plan Sheets for the proposed improvements including:
 - Sheets at 22"x34" with roughly an 18"x28" drawing area.
 - Drawing scale at 1"=20' horizontal and 1"=5' vertical scale.
 - Cover Sheet, General Notes, Sheet Index, Temporary Erosion and Sedimentation Control (TESC) notes and details as necessary.
 - Proposed improvements shown in plan per City standards.
 - Preliminary details shown, referencing City standard details and developing specialized details as necessary.
- Prepare a 30% Engineer's Estimate of probable construction costs.
- Prepare a design memo discussing design assumptions, questions, and recommendations.

Deliverables: 30% Design Plans (PDF).

30% Design Engineer's Estimate (PDF).

Design memo accompanying the submittal that outlines assumptions, questions, and recommendations (PDF).

TASK 005: 60% DESIGN:

This task is intended to address City of Stanwood comments from the 30% Design stage. Based on City review comments from the 30% Design stage, Atwell will proceed to producing the 60% (Bid Documents), including:

- Review meeting and project walk-through with the City's Engineering and Operations staff after receiving 30% Design submittal comments.
- Incorporate the City's 30% comments into the contract documents.
- Advance the 30% Design plans to the 60% Design level including:
 - Preliminary water connection details.
- Prepare 60% Specifications including:
 - Preliminary Special Provisions using City-provided standard specifications when available and including measurements and payments in WSDOT format.
- Prepare a 60% Engineer's Estimate of probable construction costs.
- Prepare a design memo discussing design assumptions, questions, and recommendations.
- Additional site visit if necessary.

Deliverables: 60% Design Plans (PDF).

60% Design Specifications (PDF).

60% Design Engineer's Estimate (PDF).

Design memo accompanying the submittal that outlines assumptions, questions, and recommendations (PDF).

TASK 006: 90% DESIGN:

This task is intended to address City of Stanwood comments from the 60% Design stage. Based on City review comments from the 60% stage, Atwell will proceed to producing the 90% Design (Bid Documents), including:

- Review meeting and project walk-through with the City's Engineering and Operations staff after receiving 60% Design submittal comments.
- Incorporate the City's 60% comments into the contract documents.
- Advance the 60% Design plans to the 90% Design level including:
 - Proposed improvements shown in profile.
 - Water connection details.
- Prepare 90% Specifications including:
 - All Proposal and Contract forms.
 - Special Provisions using City-provided standard specifications when available and including measurements and payments in WSDOT format.
- Prepare a 90% Engineer's Estimate of probable construction costs.
- Prepare a design memo discussing design assumptions, questions, and recommendations.
- Up to 1 additional site visit to verify quantities and field conditions.
- Internal constructability review and QA/QC.

Deliverables: 90% Design Plans (PDF).

90% Design Specifications (PDF).

90% Design Engineer's Estimate (PDF).

Design memo accompanying the submittal that outlines assumptions, questions, and recommendations (PDF).

TASK 007: FINAL DESIGN:

This task is intended to address City of Stanwood comments from the 90% Design stage. Based on City review comments from the 90% Design stage, Atwell will proceed to producing the Final Design (Bid Documents), including:

- Final Design virtual review meeting with City staff to discuss review comments.
- Incorporating the City's Final Design comments into the contract documents.
- Final Plans, Specifications, and Estimate developed to the bid-ready stage.

Deliverables: Final Plans (PDF).

Final Specifications (PDF).

Final Engineer's Estimate (PDF).

TASK 008: UNASSIGNED SERVICES RESERVE

This task provides for unanticipated design services deemed to be necessary during the course of the Project that are not specifically identified in the scope of work tasks defined above. Any additional work or funds under this item are not to be used unless explicitly authorized by the City.

CLARIFICATIONS

PROJECT UNDERSTANDINGS AND ASSUMPTIONS:

In preparing the proposal, we have assumed the following:

1. Scope and fees outlined above are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
 - a. Correspondence prior to the effective date of this Agreement.
2. The following items are not anticipated to be necessary and are not included in this proposal:
 - a. Structural, Environmental, Geotechnical, or Transportation Engineering Services.
 - b. Sanitary sewer main replacement/improvements.
 - c. Gas main relocation coordination.
 - d. Power relocation coordination (Client to coordinate).
 - e. Other dry utility relocation coordination.
 - f. Wall or rockery design above 4ft.
 - g. Traffic control plan design (Contractor to provide).
 - h. Flow control design.
 - i. Capacity analysis of existing stormwater conveyance system.
 - j. Environmental documentation/permits beyond what is included in the scope above.
 - k. Construction Administration, Staking, or Inspection Services (a separate fee proposal can be provided upon request).
 - l. Potholing (Client to provide).
 - m. Pole Holding design, plans, engineering (Client to coordinate).
3. Water meter, roof downspout, and side sewer sizing to be performed by others.
4. Standard Client review times will be 2-weeks, unless shown otherwise in a project schedule submitted to the Client.
5. Atwell will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
6. This scope of work anticipates a single construction package. If the project becomes split into separate packages, an additional fee estimate can be provided for those packages after the first complete construction documents.
7. The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called **EXPENSES**.
8. Time and expense items are based on Atwell's current hourly rates.
9. These fees stated above are valid if accepted within 30 days of the date of the proposal.
10. Atwell reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.
11. Atwell reserves the right to move funds between approved Tasks 001 – 002, 004 – 007 as necessary based on approved scope of work provided the overall budget of Tasks 001 – 002, 004 – 007 is not exceeded. Client Project Manager will be notified if funds are shifted.
12. Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
13. Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
14. If the Client requests Atwell's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Atwell's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work is attached.

INFORMATION TO BE PROVIDED BY THE CLIENT:

In preparing the proposal, it is understood the following be provided by the Client:

1. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.

Project Overview Map





City of Stanwood

Cedarhome Drive and Park Drive Water Main Replacement

Job Number: 24007397 Prepared By: John Pham, EIT
Date: 11/29/2025 Checked By: Brett Justinen, PE

Task #	Base Tasks	Project Manager	Project Engineer	Engineer	Designer	Crew Chief	Total Hours	Total Fee	Fee Type
		\$240/hr Hours	\$212/hr Hours	\$195/hr Hours	\$212/hr Hours	\$146/hr Hours			
001	Project Management and Coordination	72	28				100	\$23,220	Not to Exceed
002	Survey Services	2	6		20	100	128	\$20,590	Not to Exceed
003	Underground Utility Locating Services							\$6,620	Fixed Fee
004	30% Design	8	26	44	60		138	\$28,730	Not to Exceed
005	60% Design	14	46	64	48		172	\$35,770	Not to Exceed
006	90% Design	9	32	38	32		111	\$23,140	Not to Exceed
007	Final Design	7	14	28	20		69	\$14,350	Not to Exceed
008	Management Reserve							\$10,000	Not to Exceed
	Expenses							\$1,000	Not to Exceed
	Total Hours	112	152	174	180	100	718		
	Atwell Personnel	\$26,880	\$32,224	\$33,930	\$38,160	\$14,600		\$163,420	

001 Project Management and Coordination		Project Manager	Project Engineer	Engineer	Designer	Total Hours	
Item #	Description	\$240/hr	\$212/hr	\$195/hr	\$212/hr		
		Hours	Hours	Hours	Hours		
1	Monthly Invoices/Progress Reports	8				8	
2	General Project Coordination	40				40	
3	QA/QC	12	28			40	
4	Meetings	12				12	
Total Hours		72	28	0	0	100	
Total Fee		\$17,280	\$5,936	\$0	\$0		\$23,220

002 Survey Services		Project Manager	Project Engineer	Designer	Crew Chief	Total Hours	Total
Item #	Description	\$240/hr	\$212/hr	\$212/hr	\$146/hr		
1	Survey & Base Mapping	2	6	20	100		
Total Hours		2	6	20	100	128	
Total Fee		\$480	\$1,272	\$4,240	\$14,600		\$20,590

003 Underground Utility Locating Services		Project Manager	Project Engineer	Total Cost (APS)	Atwell Markup 15%	Total Hours	Total
Item #	Description	\$240/hr	\$212/hr				
1	Utility Location Services			\$5,175	\$776.25		
2	Subconsultant Coordination	1	2	-	-	3	
Total Hours		1	2	-	-	3	
Total Fee		\$240	\$424	\$5,175	\$776		\$6,620

004 30% Design		Project Manager	Project Engineer	Engineer	Designer	Total Hours	
Item #	Description	\$240/hr	\$212/hr	\$195/hr	\$212/hr		
		Hours	Hours	Hours	Hours		
1	Kick-Off Meeting, Initial Site Visit	2	2	8		12	
2	Sheet Setup		2	4	24	30	
3	30% Plans	2	12	16	36	66	
4	30% Estimate	2	6	16		24	
5	Design Memo	2	4			6	
Total Hours		8	26	44	60	138	
Total Fee		\$1,920	\$5,512	\$8,580	\$12,720		\$28,730

005 60% Design		Project Manager	Project Engineer	Engineer	Designer	Total Hours	
Item #	Description	\$240/hr	\$212/hr	\$195/hr	\$212/hr		
		Hours	Hours	Hours	Hours		
1	60% Walkthrough	6	8			14	
2	60% Plans	2	12	16	48	78	
3	60% Estimate	2	6	16		24	
4	60% Specifications	2	8	24		34	
5	Design Memo	2	4			6	
6	Site Visit		8	8		16	
Total Hours		14	46	64	48	172	
Total Fee		\$3,360	\$9,752	\$12,480	\$10,176		\$35,770

006 90% Design		Project Manager	Project Engineer	Engineer	Designer	Total Hours
Item #	Description	\$240/hr	\$212/hr	\$195/hr	\$212/hr	
		Hours	Hours	Hours	Hours	
1	Review Meeting	2	4			6
2	90% Plans	2	8	12	32	54
3	90% Estimate	1	4	8		13
4	90% Specifications	2	6	12		20
5	Design Memo	2	4			6
6	Site Visit		6	6		12
Total Hours		9	32	38	32	111
Total Fee		\$2,160	\$6,784	\$7,410	\$6,784	\$23,140

007 Final Design		Project Manager	Project Engineer	Engineer	Designer	Total Hours
Item #	Description	\$240/hr	\$212/hr	\$195/hr	\$212/hr	
		Hours	Hours	Hours	Hours	
1	Review Meeting	1	2			3
2	Final Plans	2	6	10	20	38
3	Final Estimate	2	2	6		10
4	Final Specifications	2	4	12		18
Total Hours		7	14	28	20	69
Total Fee		\$1,680	\$2,968	\$5,460	\$4,240	\$14,350

008 Management Reserve		Total Cost	Total
Item #	Description		
1	Unassigned Services Reserve	\$10,000.00	
Total Fee		\$10,000.00	\$10,000



Applied Professional Services, Inc.

43530 SE North Bend Way
North Bend, WA 98045

“Solutions that exceed expectations”

Date	Project Address/Job Number:	Services Performed For:
10/17/2024	Near 8415 Cedarhome Dr, Stanwood, WA 98292	Atwell
		Evan Bovard
	Design Survey Locating	ebovard@atwell.com

Scope of Work

- A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- C. The project boundaries are defined by civil drawings or maps provided by the Client.
- D. **Conductible Utility Locating** refers to conductible (*metallic*) utilities only.
- E. **Non-Conductible Utility Locating** refers to non-conductible (*non-metal*) utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
- F. **GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

Cost Estimate

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
CONDUCTIBLE	45	\$115.00	\$5,175.00
		Labor Est. Total	\$5,175.00

Invoicing

Net 30 days on all billing unless specified otherwise under a separate contract or negotiation.

Disclaimer

APS, Inc, and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

Project Estimate

NOT TO EXCEED WITHOUT WRITTEN CLIENT APPROVAL:

This hourly / not to exceed project estimate is based on the estimated number of hours it will take to perform the Scope of Work. If the project requires additional time or costs to complete the Scope of work, then written approval to exceed the original cost estimate is required.

Atwell

By _____

Name _____

Title _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

"Client" acknowledges that the Proposal prepared by Applied Professional Services, Inc. ("APS"), along with the Terms and Conditions ("**Terms**") below comprise the entire agreement between the Client and APS (collectively "**Agreement**"), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

GENERAL TERMS AND CONDITIONS

RELATIONSHIP OF THE PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SERVICES: APS shall provide services to the Client for the project ("Project"), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the "Services") in accordance with these Terms.

PROJECT SCHEDULE: APS shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

CLIENT'S RESPONSIBILITIES: Client shall provide/performance the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with APS in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize APS staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any APS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for APS to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that APS may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow APS to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by APS and inform APS in writing of decisions in reasonable time so as not to delay the Services.

CLIENT'S ACTS OR OMISSIONS: If APS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, APS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

COMPENSATION AND PAYMENT: In consideration of the provision of the Services by APS under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for APS's Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify APS - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable.

- Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, APS shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).
- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to APS may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

CHANGE ORDERS: If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. APS shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

APS may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

DOCUMENTS: Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of APS in connection with the Services (herein called the "Documents") will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by APS. APS grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

DATA AND DOCUMENT RETENTION: APS will retain all data and Documents in accordance with its Data Retention Policy, unless otherwise agreed upon in writing.

LIMITATION OF USE: Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of APS, and all reproductions shall include notice of this restriction.

APS shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others. The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such parties

TERMS AND CONDITIONS

Applied Professional Services, Inc.



verify the accuracy and completeness of the Documents to their satisfaction. The Client agrees to defend, indemnify and hold APS harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of APS's work product documents are modified in any respect, without involvement and oversight of APS, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, APS may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to APS all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

STANDARD OF CARE: The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. APS makes no warranties or guarantees under this Agreement in connection with the Services. APS makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

CONFIDENTIALITY: Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or APS at the time of disclosure, or was rightfully obtained by Client or APS on a non-confidential basis from a third party.

PERSONAL INFORMATION: Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about APS employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

NON-SOLICITATION OF EMPLOYEES: Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

INDEMNIFICATION: To the fullest extent permitted by law, APS shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of APS or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that APS's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to APS in preparation of any report, study or other written document.

Client shall indemnify and hold harmless APS from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of APS or anyone acting under its authority; provided

that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of APS.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and APS, the amount of such damage for which Client or APS is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

LIMITATION OF LIABILITIES: Notwithstanding any other provision in the Agreement, the Client agrees to limit APS's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to APS for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against APS in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against APS and not against any of APS's employees, shareholders, officers or directors. APS's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and APS shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

FORCE MAJEURE: If performance of the Services is affected by causes beyond APS's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. APS shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of APS.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to APS to terminate this Agreement.

INSURANCE: APS shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. APS shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against APS for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of APS.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against APS for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

TERM AND TERMINATION: This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other party. In the event of any termination, APS shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

TERMS AND CONDITIONS

Applied Professional Services, Inc.



In addition to any remedies that are provided under this Agreement, APS may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, APS shall be paid for all Services rendered and costs incurred by APS through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by APS related to termination of the Project.

DISPUTE RESOLUTION: If requested in writing by either the Client or APS, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. APS shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

ASSIGNMENT: Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

NO THIRD-PARTY BENEFICIARY: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by APS's and the Client's authorized representatives.

WAIVER: Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SURVIVAL OF PROVISIONS: The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

GOVERNING LAW: The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.

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