

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, February 27, 2025



AGENDA
CITY COUNCIL REGULAR MEETING
February 27, 2025 | 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**
 - a. Stanwood High School Update - Student Representative Elizabeth Burton
 - b. Grant Heritage Park Dugout Enclosure Grant Award - Nate Nehring
- 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**
- 7. COUNCIL COMMITTEE REPORTS**
 - a. Planning Commission Meeting Minutes – January 13, 2025 [7.1](#)
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks [8.1](#)
 - b. Approve City Council Regular Meeting Minutes – February 13, 2025 [8.7](#)
 - c. Approve City Council Workshop Minutes – February 13, 2025 [8.11](#)
 - d. Authorize the Mayor to Sign a Contract with Earthwork Solutions for the Pioneer Highway Sewer Upgrade Project [8.15](#)
 - e. Authorize the Mayor to Sign a Contract Amendment with Snohomish County Sheriff's Office [8.19](#)
 - f. Authorize the Mayor to Sign a Lease Agreement with Puget Sound Public Farms for the Public Farm at Ovenell Park [8.23](#)
- 9. UNFINISHED BUSINESS**
- 10. PUBLIC HEARING**
- 11. NEW BUSINESS**
 - a. Approve First Reading of Ordinance 1546 Amending SMC 2.02 regarding Council Meeting Schedule [11.1](#)
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember's Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION**
- 15. ADJOURN**

Upcoming Meetings:

Thursday, March 13, 2025 City Council Meeting 7:00 pm
Thursday, March 27, 2025 City Council Meeting 7:00 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a
DATE: February 27, 2025
SUBJECT: Planning Commission Meeting Minutes
CONTACT PERSON: Tansy Schroeder, Senior Planner
ATTACHMENTS: A – January 13, 2025, Meeting Minutes

SUMMARY STATEMENT

Minutes from the January 13, 2025, Planning Commission Meeting are attached to this staff report for approval as presented. These minutes were approved at the February 10, 2025, Planning Commission Meeting.



Planning Commission
Meeting Minutes
Monday, January 13, 2025 – 6:30 pm

Call to Order: 6:30 p.m.

Roll Call

Commissioners Present:

Eric Warnat, Commissioner (Online)
Kathy Moe, Commissioner
Patrick Hosterman, Commission Chair
Cody Davis, Commission Vice-Chair
Gabrielle Braley, Commissioner (Online)
Jeff Wheatley, Commissioner

Staff Present:

Patricia Love, Community Development Director
Tansy Schroeder, City Planner

Absent: Melissa Toner, Commissioner

Also known to be present: Russell Joe, MBAKS and Morgan Krueger, WDFW

Public Requests and Comments: None

Approval of Minutes:

The minutes from the November 18, 2024, Planning Commission meeting were unanimously approved with one correction requested.

New Business:

Election of New Chair and Vice Chair

At the first meeting of the year, the Planning Commission elects a new Chair and Vice Chair. According to the bylaws, election of officers should be the first item of new business and the new officers assume their duties at the close of elections.

Commissioner Questions & Comments

- Patrick Hosterman volunteered to remain the Planning Commission Chair and Cody Davis seconded that motion. The Commissioners unanimously approved Patrick Hosterman as the Chair.
- Jeff Wheatley nominated Cody Davis as Vice Chair. Cody Davis nominated Jeff Wheatley as Vice Chair. Four Commissioners voted for Cody Davis as Vice Chair. The Commissioners unanimously approved Cody Davis as Vice Chair.

Public Hearing: Critical Areas Code Amendment

The Growth Management Act (GMA) requires all cities and counties to adopt development regulations that protect critical areas. These regulations help to preserve the natural environment, maintain fish and wildlife habitat, and protect drinking water. Protecting critical areas also helps reduce exposure to risks, such as landslides or flooding, and maintains the natural elements of our landscape. Patricia Love presented the Commissioners with public comments received on the Critical Areas Code Amendment.

Commissioner Questions & Comments

- Is the 1500 SF a maximum size building that can be placed on the property? Yes, it is the maximum building footprint.



Planning Commission Meeting Minutes Monday, January 13, 2025 – 6:30 pm

- For improvements done to buildings in the floodplain, staff is proposing to change the percentage of improvements from every 24 months to every 12 months, which is the federal standard.
- Staff is also proposing that any new HVAC systems will need to be raised out of the flood plain.
- Patricia Love suggested adding a new section – SMC 18.802.060 (3): “Wetland buffers may be reduced per the Department of Ecology Publication #22-06-014, Option 1, if the wetland connects to a protected habitat corridor as defined in the wetland guidance document for western Washington.”
- Are there any properties that have an overlap of wetland and stream habitat? If so, what would take priority? An overlap of habitats often occurs. When it does, whichever scenario that requires the largest buffer would take priority.
- Patrick Hosterman made a motion to continue the Public Hearing on the Draft Critical Areas code amendment to March 10, 2025. Jeff Wheatley seconded the motion. The Commissioners unanimously approved continuing the Public Hearing to the March 10, 2025, meeting.

Public Comments:

- Morgan Krueger, Regional Land Use Lead from WDFW: Ms. Krueger commented in support of the proposed amendments to the Critical Area Code Amendments. Morgan provided additional information such as, that jurisdictions are required to include best available science (BAS) when updating their Critical Area requirements.
- Russell Joe, Government Affairs Manager from Master Builders Association of King and Snohomish Counties: Mr. Joe thanked the Commissioners for their hard work on the Comprehensive Plan. He advised the Commissioners, when looking at wetlands and stream buffers, consider how the current regulations are doing, what improvements may come from the new regulations, how they will improve the wetlands and stream buffers, and how new regulations may increase costs in housing by increasing timelines and added regulations. Snohomish County rejected the Site Potential Tree Height (SPTH). Mr. Joe asked the Commissioners to think about the ‘why’ behind rejecting SPTH and see if there are alternative ways to use BAS or if keeping current regulations may be more appropriate.

Old Business:

Unified Development Code: Housing and Flexibility Discussion

During the 2023 and 2024 Legislative Sessions, Washington State legislators passed several new laws governing housing. These laws were enacted in response to the Washington State housing crisis declared by Governor and are intended to promote housing production and affordability. At a previous meeting, the Planning Commission began the discussion on updating the Permitting Use Matrix of the new Unified Development Code. This introductory meeting summarized key issues that need to be addressed, prohibited uses, and lot development flexibility. This month’s discussion focused on the 2023 / 2024 state laws regarding housing and subdivision flexibility.



Planning Commission Meeting Minutes Monday, January 13, 2025 – 6:30 pm

Commissioner Questions & Comments

- On the ADU Infill Housing Option, how will the readjusted lots comply with setbacks in the code? This is something that will have to be looked into. It might be a situation where the master lot meets zoning standards and the ADU's will be "condominium-ized".
- Will new ADU's be subject to impact fees such as traffic and parks? State law says impact fees for new ADUs can't be any more than 50% of the residential impact fees. This law is already implemented in Stanwood's fee resolution. There will need to be a proportion to the impact.
- Will ADU's be separately metered from the master lot? Staff is currently working on this subject in SMC Title 12 Utility. The current thought is an attached ADU would run off the master meter. A detached ADU will likely need a separate meter.
- Can an ADU be built and rented as a VRBO or Airbnb? There can be restrictions added to what type of use will be allowed.
- The lot ratio suggestion would seem to break up monotony in a subdivision.
- If a property owner wanted to "condominium-ize", the lot ratio might not work. Ratios will work better in the Single-Family zones.
- Staff will continue to work on different scenarios on the lot ratio option.
- Commissioners like all the ideas presented for the Housing & Flexibility Discussion.

Public Comments

- Russell Joe commented that ADUs can be a way to increase infill housing. The ability to have flexibility in housing is an important tool.

Miscellaneous Business:

Year in Review

Staff presented a year in review summary of the work accomplished by the Community Development Department in 2024.

Commissioner Questions & Comments

- Commissioners appreciated the reminder of all the work done in 2024.

Recent Council Action on Commission Items:

- Procedures Code

Upcoming Items:

- Continued Discussion on Housing and Subdivision Code.
- Critical Areas Code Amendment.

Adjourn: 9:05 p.m.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: February 27, 2025

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 39250 through 39305 and electronic fund transfers in the amount of \$377,136.31 Approve issuance of Washington Federal payroll electronic fund transfers in the amount of \$419,813.51.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 39250 THROUGH 39305 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$377,136.31. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$419,813.51.

CHECK REGISTER**ATTACHMENT A**

City Of Stanwood

Time: 08:43:20 Date: 02/19/2025

01/24/2025 To: 02/19/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
425	01/28/2025	Claims	3	EFT	HSA Bank	5.00	January fee
426	01/28/2025	Claims	3	EFT	WA St Dept of Revenue **	21,968.09	Dec excise tax paid in Jan 2025
500	02/04/2025	Claims	3	EFT	Databar Inc.	422.98	8952
501	02/04/2025	Claims	3	EFT	Eurofins Environment Testing NW	273.00	STA23
502	02/04/2025	Claims	3	EFT	Eurofins Environment Testing NW	3,457.00	STA23
503	02/04/2025	Claims	3	EFT	Eurofins Environment Testing NW	487.00	STA23
504	02/04/2025	Claims	3	EFT	Lou's Gloves, Inc.	1,065.00	STA629
505	02/04/2025	Claims	3	EFT	Metron And Associates, Inc.	800.00	City of Stanwood
506	02/04/2025	Claims	3	EFT	Metron And Associates, Inc.	650.00	City of Stanwood
507	02/04/2025	Claims	3	EFT	Metron And Associates, Inc.	2,500.00	City of Stanwood
508	02/04/2025	Claims	3	EFT	Metron And Associates, Inc.	4,518.75	City of Stanwood
509	02/04/2025	Claims	3	EFT	Neptune General Contractors	133,918.70	City of Stanwood
510	02/04/2025	Claims	3	EFT	PACE Engineers, Inc	5,625.50	City of Stanwood
511	02/04/2025	Claims	3	EFT	PACE Engineers, Inc	144.00	City of Stanwood
512	02/04/2025	Claims	3	EFT	RH2 Engineering Inc	15,224.37	City of Stanwood
513	02/04/2025	Claims	3	EFT	Gina N Seegert	180.97	City of Stanwood
514	02/04/2025	Claims	3	EFT	Stanwood Auto Parts	74.02	56100
515	02/04/2025	Claims	3	EFT	Stanwood Auto Parts	22.90	56100
516	02/04/2025	Claims	3	EFT	Stanwood Auto Parts	73.87	56100
517	02/04/2025	Claims	3	EFT	TSE Power Solutions	212.41	City of Stanwood
518	02/04/2025	Claims	3	EFT	TSE Power Solutions	7,919.75	City of Stanwood
519	02/04/2025	Claims	3	EFT	Vestis	52.68	93796300
520	02/04/2025	Claims	3	EFT	Vestis	52.68	937963000
561	02/07/2025	Payroll	3	EFT		4,376.06	January 2025 Payroll
562	02/07/2025	Payroll	3	EFT		5,077.09	January 2025 Payroll
563	02/07/2025	Payroll	3	EFT		6,272.21	January 2025 Payroll
564	02/07/2025	Payroll	3	EFT		3,027.51	January 2025 Payroll
565	02/07/2025	Payroll	3	EFT		3,157.94	January 2025 Payroll
566	02/07/2025	Payroll	3	EFT		548.63	January 2025 Payroll
567	02/07/2025	Payroll	3	EFT		4,153.66	January 2025 Payroll
568	02/07/2025	Payroll	3	EFT		1,529.22	January 2025 Payroll
569	02/07/2025	Payroll	3	EFT		4,614.73	January 2025 Payroll
570	02/07/2025	Payroll	3	EFT		5,325.33	January 2025 Payroll
571	02/07/2025	Payroll	3	EFT		8,299.50	January 2025 Payroll
572	02/07/2025	Payroll	3	EFT		4,653.90	January 2025 Payroll
573	02/07/2025	Payroll	3	EFT		2,835.65	January 2025 Payroll
574	02/07/2025	Payroll	3	EFT		3,958.41	January 2025 Payroll
575	02/07/2025	Payroll	3	EFT		4,585.18	January 2025 Payroll
576	02/07/2025	Payroll	3	EFT		568.84	January 2025 Payroll
577	02/07/2025	Payroll	3	EFT		5,230.52	January 2025 Payroll
578	02/07/2025	Payroll	3	EFT		3,957.57	January 2025 Payroll
579	02/07/2025	Payroll	3	EFT		572.47	January 2025 Payroll
580	02/07/2025	Payroll	3	EFT		8,124.73	January 2025 Payroll
581	02/07/2025	Payroll	3	EFT		6,127.67	January 2025 Payroll
582	02/07/2025	Payroll	3	EFT		2,724.67	January 2025 Payroll
583	02/07/2025	Payroll	3	EFT		6,687.19	January 2025 Payroll
584	02/07/2025	Payroll	3	EFT		7,399.89	January 2025 Payroll
585	02/07/2025	Payroll	3	EFT		4,605.34	January 2025 Payroll
586	02/07/2025	Payroll	3	EFT		568.94	January 2025 Payroll
587	02/07/2025	Payroll	3	EFT		7,458.27	January 2025 Payroll
588	02/07/2025	Payroll	3	EFT		5,244.90	January 2025 Payroll
589	02/07/2025	Payroll	3	EFT		519.04	January 2025 Payroll
590	02/07/2025	Payroll	3	EFT		2,722.28	January 2025 Payroll
591	02/07/2025	Payroll	3	EFT		3,653.97	January 2025 Payroll
592	02/07/2025	Payroll	3	EFT		2,210.13	January 2025 Payroll
593	02/07/2025	Payroll	3	EFT		1,941.58	January 2025 Payroll
594	02/07/2025	Payroll	3	EFT		4,696.13	January 2025 Payroll
595	02/07/2025	Payroll	3	EFT		568.94	January 2025 Payroll

CHECK REGISTER

City Of Stanwood

Time: 08:43:20 Date: 02/19/2025

01/24/2025 To: 02/19/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
596	02/07/2025	Payroll	3	EFT		3,369.95	January 2025 Payroll
597	02/07/2025	Payroll	3	EFT		4,938.21	January 2025 Payroll
598	02/07/2025	Payroll	3	EFT		568.94	January 2025 Payroll
599	02/07/2025	Payroll	3	EFT		5,445.46	January 2025 Payroll
600	02/07/2025	Payroll	3	EFT		4,737.21	January 2025 Payroll
601	02/07/2025	Payroll	3	EFT		9,468.22	January 2025 Payroll
602	02/07/2025	Payroll	3	EFT		5,202.90	January 2025 Payroll
603	02/07/2025	Payroll	3	EFT		3,196.48	January 2025 Payroll
604	02/07/2025	Payroll	3	EFT		7,286.12	January 2025 Payroll
605	02/07/2025	Payroll	3	EFT		5,287.53	January 2025 Payroll
609	02/03/2025	Claims	3	EFT	WA St Dept of Revenue **	1,364.57	Leasehold Excise Tax 1st Q 2025 (for 4th Q 24)
610	02/03/2025	Claims	3	EFT	Heartland Payment Systems	481.66	Feb Fees for Jan 2025
611	02/04/2025	Claims	3	EFT	Chase Paymentech	2,196.23	Feb fees for Jan 25
614	02/07/2025	Payroll	3	EFT	AFLAC	259.87	Pay Cycle(s) 02/07/2025 To 02/07/2025 - AFLAC, Pre-Tax; Pay Cycle(s) 02/07/2025 To 02/07/2025 - AFLAC, Post-Tax
615	02/07/2025	Payroll	3	EFT	AWC Employee Benefit Trust	29,092.93	Pay Cycle(s) 02/07/2025 To 02/07/2025 - AWC - Health First 250; Pay Cycle(s) 02/07/2025 To 02/07/2025 - AWC - Dental J; Pay Cycle(s) 02/07/2025 To 02/07/2025 - AWC - Vision; Pay Cycle(s) 02/07/2025 To
616	02/07/2025	Payroll	3	EFT	Colonial Life Insurance	66.75	Pay Cycle(s) 02/07/2025 To 02/07/2025 - Colonial Life Insurance
617	02/07/2025	Payroll	3	EFT	Great-West Life & Annuity	4,938.00	Pay Cycle(s) 02/07/2025 To 02/07/2025 - 457 - Empower (Mass Mutual); Pay Cycle(s) 02/07/2025 To 02/07/2025 - Roth 457(b)Empower(MassMutual)
618	02/07/2025	Payroll	3	EFT	HSA Bank	712.50	Pay Cycle(s) 02/07/2025 To 02/07/2025 - HSA Contributions ER; Pay Cycle(s) 02/07/2025 To 02/07/2025 - HSA Contributions EE
619	02/07/2025	Payroll	3	EFT	Internal Revenue Service (941)	88,012.66	941 Deposit for Pay Cycle(s) 02/07/2025 - 02/07/2025
620	02/07/2025	Payroll	3	EFT	Legal Shield	63.85	Pay Cycle(s) 02/07/2025 To 02/07/2025 - Legal Shield
621	02/07/2025	Payroll	3	EFT	Mission Square Retirement	3,162.37	Pay Cycle(s) 02/07/2025 To 02/07/2025 - 457 - Mission Square Ret(ICMA)
622	02/07/2025	Payroll	3	EFT	Navia Benefits	550.00	Pay Cycle(s) 02/07/2025 To 02/07/2025 - Navia Limited FSA
623	02/07/2025	Payroll	3	EFT	Western Conference of Teamsters Pension Trust	2,792.08	Pay Cycle(s) 02/07/2025 To 02/07/2025 - WCTPP Contributions
624	02/07/2025	Payroll	3	EFT	Teamsters Union Local 231	1,934.00	Pay Cycle(s) 02/07/2025 To 02/07/2025 - Teamsters Dues
625	02/07/2025	Payroll	3	EFT	WA St Department Of Retirement Systems	55,779.39	Pay Cycle(s) 02/07/2025 To 02/07/2025 - PERS 2; Pay Cycle(s) 02/07/2025 To 02/07/2025 - PERS 3; Pay Cycle(s) 02/07/2025 To 02/07/2025 - 457 - DRS (DCP); Pay Cycle(s) 02/07/2025 To 02/07/2025 - Roth 45

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
626	02/07/2025	Payroll	3	EFT	Washington Teamsters Welfare Trust	44,950.00	Pay Cycle(s) 02/07/2025 To 02/07/2025 - Teamsters Dental; Pay Cycle(s) 02/07/2025 To 02/07/2025 - Teamsters Medical
694	02/13/2025	Claims	3	EFT	BHC Consultants, LLC	1,143.45	City of Stanwood
695	02/13/2025	Claims	3	EFT	Bowman Consulting Group, Ltd	3,130.00	City of Stanwood
696	02/13/2025	Claims	3	EFT	Cascade Septic Pumping, LLC	523.85	City of Stanwood
697	02/13/2025	Claims	3	EFT	Eurofins Environment Testing NW	390.00	STA01
698	02/13/2025	Claims	3	EFT	ICONIX Waterworks (US) Inc.	155.47	CITSTA
699	02/13/2025	Claims	3	EFT	ICONIX Waterworks (US) Inc.	58.18	CITSTA
700	02/13/2025	Claims	3	EFT	Lithtex NW Printing Solutions	2,785.66	CIOST001I City of Stanwood
701	02/13/2025	Claims	3	EFT	Lithtex NW Printing Solutions	151.93	CIOST001L
702	02/13/2025	Claims	3	EFT	David S Smith	110.00	City of Stanwood
703	02/13/2025	Claims	3	EFT	Stanwood Auto Parts	130.43	56100; 56100; 56100; 56100 City of Stanwood
704	02/13/2025	Claims	3	EFT	Thompson Guildner & Associates Inc. P.S.	2,447.20	City of Stanwood
705	02/13/2025	Claims	3	EFT	Vestis	52.68	937963000
706	02/13/2025	Claims	3	EFT	Wintergreen Corporation	2,369.73	1983460
750	02/07/2025	Claims	3	EFT	Xpress/Bill Pay	1,108.72	Feb fees for Jan 2025
799	02/10/2025	Claims	3	EFT	Navia Benefits	100.00	Feb fee for Jan 25
521	02/04/2025	Claims	3	39250	Bakerview Stanwood LLC	670.15	08 3117 10 - 7510 284TH ST NW acct 2138
522	02/04/2025	Claims	3	39251	Branom Instrument Co.	498.22	
523	02/04/2025	Claims	3	39252	Cascade Natural Gas Corp	2,398.38	608 440 0000 4; 839 440 0000 5; 931 607 9072 6; 498 440 0000 7; 127 540 0000 3; 953 540 0000 2
524	02/04/2025	Claims	3	39253	ESRI, Inc.	3,126.55	471802
525	02/04/2025	Claims	3	39254	Economic Alliance Snohomish County	1,500.00	City of Stanwood
526	02/04/2025	Claims	3	39255	H D Fowler Company, Inc	646.78	City of Stanwood; City of Stanwood
527	02/04/2025	Claims	3	39256	Hamilton Lumber & Rentals	611.20	66; 66
528	02/04/2025	Claims	3	39257	Iron Clad Company	1,335.86	City of Stanwood
529	02/04/2025	Claims	3	39258	Kitsap Tractor & Equipment	76.75	CITY0031
530	02/04/2025	Claims	3	39259	Lenz Enterprises, Inc.	415.40	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
531	02/04/2025	Claims	3	39260	ODP Business Solutions, LLC	362.33	36274097; 36274097; 36274097; 36274097; 36274097
532	02/04/2025	Claims	3	39261	Owen Equipment Company	384.51	36577
533	02/04/2025	Claims	3	39262	PUD Of Snohomish County *	11,496.40	200592889; 202423729; 200208858
534	02/04/2025	Claims	3	39263	Pape' Machinery, Inc.	850.84	314673; 6109854; 314673
535	02/04/2025	Claims	3	39264	Platt Electric Supply, Inc	77.00	24127
536	02/04/2025	Claims	3	39265	Puget Sound Clean Air Agency	1,703.25	STAN008
537	02/04/2025	Claims	3	39266	Ricoh USA, Inc.	206.75	1316669-3816549; 1316669-3816549A
538	02/04/2025	Claims	3	39267	Safeway	33.69	191483
539	02/04/2025	Claims	3	39268	Skagit Valley Publishing	283.14	48893; 48893
540	02/04/2025	Claims	3	39269	Sno Co Prosecuting Attorney *	3,959.91	City of Stanwood
541	02/04/2025	Claims	3	39270	Sno Co Sheriffs Office *	1,397.00	SSH0001
542	02/04/2025	Claims	3	39271	Stanwood Ace Hardware #14901	870.50	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
543	02/04/2025	Claims	3	39272	Stilly Auto Parts LLC	160.57	27197; 27197

8.4

CHECK REGISTER

City Of Stanwood

Time: 08:43:20 Date: 02/19/2025

01/24/2025 To: 02/19/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount Memo
544	02/04/2025	Claims	3	39273	Utilities Underground Loc	75.60 STNWOD1
545	02/04/2025	Claims	3	39274	WA St Dept of Transportation *	478.59 916001509 L
546	02/04/2025	Claims	3	39275	Western Exterminator Company	262.96 683591; 683591
547	02/04/2025	Claims	3	39276	Wrecking Ball Demolition, LLC	8,725.67 City of Stanwood
548	02/04/2025	Claims	3	39277	Ziply Fiber	1,620.98 360-629-4907-072497-5; 206-188-0411-053405-5
707	02/13/2025	Claims	3	39278	Absolute Auto Repair Services	394.55 City of Stanwood
708	02/13/2025	Claims	3	39279	Funderburke Auto Body LLC	3,176.79 City of Stanwood
709	02/13/2025	Claims	3	39280	General Pacific, Inc.	47,387.02 City of Stanwood
710	02/13/2025	Claims	3	39281	Granary LLC	3,250.00 City of Stanwood
711	02/13/2025	Claims	3	39282	Lenz Enterprises, Inc.	260.06 City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
712	02/13/2025	Claims	3	39283	Les Schwab Tire Centers	1,424.73 S34-00006
713	02/13/2025	Claims	3	39284	National Barricade Co LLC	137.47 STP
714	02/13/2025	Claims	3	39285	North County Regional Fire Authority	14,041.85 166
715	02/13/2025	Claims	3	39286	Northsound Refrigeration INC	964.93 City of Stanwood
716	02/13/2025	Claims	3	39287	O'Reilly Auto Parts	32.77 1872464
717	02/13/2025	Claims	3	39288	PUD Of Snohomish County *	10,332.37 200128742; 200240505; 200367373; 200633634; 200738672
718	02/13/2025	Claims	3	39289	Republic Services #197	1,280.09 3-0197-0080305
719	02/13/2025	Claims	3	39290	Ricoh USA, Inc-Maint	622.18 4250811; 4250811; 4250811; 4250811; 4250811
720	02/13/2025	Claims	3	39291	Shred-it US JV LLC	251.94 1000283524
721	02/13/2025	Claims	3	39292	Skagit Farmers Supply	3,584.50 135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052
722	02/13/2025	Claims	3	39293	Skagit Valley Publishing	47.61 48893
723	02/13/2025	Claims	3	39294	Sno Co Planning & Development Svcs	2,424.00 PDS00006
724	02/13/2025	Claims	3	39295	Snohomish County 911	10,498.08 City of Stanwood
725	02/13/2025	Claims	3	39296	Everett Daily Herald/ Sound Publishing, Inc.	560.96 14104597; 14104597
726	02/13/2025	Claims	3	39297	Stanwood Ace Hardware #14901	235.36 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
727	02/13/2025	Claims	3	39298	Stilly Auto Parts LLC	213.62 27197; 27197; 27197
728	02/13/2025	Claims	3	39299	USA Bluebook	4,354.60 478228
729	02/13/2025	Claims	3	39300	Unum Life Insurance	131.20 0220603-036 2
730	02/13/2025	Claims	3	39301	Verizon Wireless	3,912.25 742373248-00001; 372541731-00001
731	02/13/2025	Claims	3	39302	WA St Dept of Licensing *	552.00 City of Stanwood
732	02/13/2025	Claims	3	39303	WM Corporate Services, Inc.	474.59 8-58270-85007
733	02/13/2025	Claims	3	39304	Washington State Patrol *	275.00 City of Stanwood
734	02/13/2025	Claims	3	39305	World Kinect Energy Services	3,738.38 AP0100494

001 General Fund	248,755.08
101 Street Fund	48,486.24
103 Street Construction Fund	5,619.73
104 Park And Trail Improvement Fund	8,725.67
110 Building Improvement Fund	4,518.75
115 Tourism And Marketing	6,632.00
401 Sewer Fund	110,568.92
403 Sewer Construction Fund	6,677.04
410 Drainage Fund	33,971.98
411 Drainage Construction Fund	156,288.98
421 Water Fund	114,905.78
422 Water Construction Fund	49,608.08
630 Agency Fund	2,191.57

8.5

CHECK REGISTER

City Of Stanwood

Time: 08:43:20 Date: 02/19/2025

01/24/2025 To: 02/19/2025

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						Claims:	377,136.31
						796,949.82 Payroll:	419,813.51

* Transaction Has Mixed Revenue And Expense Accounts

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.

x

() Finance Director () Auditing Officer Wendy Dowhower Date: 2/20/2025
(x) Deputy Finance Director



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: February 27, 2025

SUBJECT: City Council Meeting Minutes – February 13, 2025

CONTACT PERSON: Lisa Sokolik, City Clerk

ATTACHMENTS: A – Council Meeting Minutes

SUMMARY STATEMENT

The City Council meeting minutes for February 13, 2025, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE FEBRUARY 13, 2025, CITY COUNCIL MEETING MINUTES AS PRESENTED."

CITY OF STANWOOD
Regular Meeting of the City Council
February 13, 2025 | 7:00 p.m.

MINUTES

1. Call to Order and Pledge of Allegiance

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

2. Roll Call

City Clerk Lisa Sokolik called the roll with the following Councilmembers Present: 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 Hammond, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, City Attorney Nikki Thompson, Fire Chief John Cermak, Police Chief Jason Toner, Police Sgt. Karl Gilje, Building Official Scott Black, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

Mayor Roberts requested to amend the agenda by adding item 14. Executive Session under RCW 42.30.110(1)(i).

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

4. Presentations

No presentations.

5. Public Comment

<u>Name</u>	<u>City</u>	<u>Topic</u>
Cathy Wooten	Stanwood	Expressed appreciation for the approachability of the Mayor, Council, and city staff.

6. Staff / Department Report

- a. Finance Q4 2024 Report
- b. Transportation Benefit Fund 2024 Annual Report
- c. Police Compstat Report – January 2025

7. Council Committee Reports

- a. Economic Development Board Meeting Minutes – November 15, 2025
- b. Finance Committee Minutes – January 23, 2025
- c. Parks and Trails Advisory Committee Meeting Minutes – December 11, 2024
- d. Public Works Committee Meeting Minutes – February 3, 2025
- e. Public Safety Committee Meeting Minutes – January 9, 2025

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve City Council Regular Meeting Minutes – January 23, 2025
- c. Authorize the Mayor to Execute Contract – Church Creek Park Trail
- d. Authorize the Mayor to Execute Contract – Cedarhome Sewer Bypass
- e. Authorize the Mayor to Execute Contract – Meng-Police Station Design
- f. Authorize the Mayor to Execute Public Works Trust Board Loan Agreement

*Motion by Councilmember Metz, second by Councilmember Hicks to approve consent agenda items A. approval of vouchers and payroll checks, B. approve City Council Regular meeting minutes for January 23, 2025, C. authorize the Mayor to execute contract - Church Creek Park Trail, D. authorize the Mayor to execute contract – Cedarhome Sewer Bypass, E. authorize the Mayor to execute contract – Meng-Police Station Design, and F. authorize the Mayor to execute Public Works Trust Board Loan Agreement. **Motion carried unanimously.***

9. Unfinished Business

- a. Second Reading of Ordinance 1543: SMC Title 18 Code Structure and Permitting Procedures

Love discussed the changes made in response to Council's questions and feedback during the first reading on February 13, 2025.

Motion #1

*Motion by Councilmember Metz, second by Councilmember Hicks to adopt Findings of Fact and Conclusions as recommended by the Planning Commission for Ordinance 1543. **Motion passed with 6 yeas (Gaumond, Metz, Robb, Hicks, Bergman, Schmitt) to 1 nay (Shepro).***

*Motion by Councilmember Robb, second by Councilmember Metz to amend the draft Ordinance 1543 to add Subsection 3f to SMC 18.230.040 as follows 'in the period during which an applicant is undergoing required review by another municipality or utility'. **Motion carried unanimously.***

Motion #2

Motion by Councilmember Robb, second by Councilmember Hicks to adopt the second reading of Ordinance 1543 as amended and set forth in attachment "A".

Motion by Councilmember Shepro, second by Councilmember Robb to amend the motion to change the conditional permit approval to a type four in Ordinance 1543.

Council, Director Love and City Attorney Thompson discussed potential ramifications of changing conditional permit approval to a type four. Love suggested changing the process in the Unclassified Use section and changing Hearing Examiner 'approval' to Hearing Examiner 'recommendation'.

Councilmember Shepro's motion to amend the motion to change the conditional use permit approval to a type four in Ordinance 1543 failed unanimously.

Councilmember Robb's motion to adopt the second reading of Ordinance 1543 as amended and set forth in attachment "A" passed unanimously.

10. Public Hearing

11. New Business

12. Public Closing Comments

<u>Name</u>	<u>City</u>	<u>Topic</u>
Cathy Wooten	Stanwood	Appreciated Council's discussion and clarification on the responsibility of the Planning Commissioners.

13. Executive/Legislative Reports

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

14. Recess to Executive Session

At 8:04 p.m., the Mayor, Council, City Administrator Smith, City Attorney Thompson, Community Development Director Love, Public Works Director Hushagen, Finance Director Hammond, and Building Official Black recessed to Executive Session for a 20-minute discussion regarding city enforcement action in accordance with RCW 42.30.110 (1)(i), no action was taken. The regular city council meeting reconvened at 8:23 p.m.

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:23 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c
DATE: February 27, 2025
SUBJECT: City Council Workshop Minutes
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Workshop Minutes

SUMMARY STATEMENT

Minutes of the February 13, 2025, City Council Workshop are attached.

RECOMMENDED MOTION

“I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 13, 2025, CITY COUNCIL WORKSHOP AS PRESENTED”.

CITY OF STANWOOD

City Council Workshop

Thursday, February 13, 2025 – 5:00 p.m.

Stanwood-Camano School District, 26920 Pioneer Highway

MINUTES

Call to Order

Mayor Roberts called the meeting to order at 5:05 p.m.

Attendance

Councilmembers present: Dani Gaumond, Marcus Metz, Darren Robb, Robert Hicks, Steve Shepro, Andreena Bergman, and Tim Schmitt.

Staff present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Police Chief Jason Toner, Finance Analyst Tim Niebruegge, Building Official Scott Black, and City Clerk Lisa Sokolik.

1. City Council Meeting Time Discussion

Finance Director Hammond introduced the topic of changing the city council meeting time. Each councilmember gave their opinion on changing the council meeting time and if they prefer a three-member committee or committee of the whole. Below are a few talking points:

- Committees allow three councilmembers to do a deep dive of an issue, changing to a Committee of the Whole will allow all councilmembers to take part in the deep dive discussion.
- A Committee of the Whole may require more reading and preparing for council meetings.
- Need to consider citizens and councilmembers who commute to work, will changing to an earlier time be feasible for them?
- Council meetings may be shorter as most of the discussion and questions will be answered during the workshop.
- A request for councilmembers to read and ask staff questions prior to meetings.
- A request for every councilmember to provide comments and to have the committee chair provide a meeting report.
- Currently, the public can attend but does not participate in committee meetings. If changing to a committee of the whole, would like to encourage and allow for the public participation.

Councilmember consensus was for staff to bring formal proposal and legislation to a regular business meeting for further deliberation and potential action.

Stanwood City Council Workshop Minutes – February 13, 2025

Cathy Wooten, Citizen, Stanwood WA, submitted a letter to Council expressing her concerns about the potential downsides of the staff recommendation, listed in the packet, to discontinue the standing council committees and move to one or more monthly unified committee meetings.

2. Adjourn

Mayor Roberts Adjourned the meeting at 6:30 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: 8d
DATE: February 27, 2025
SUBJECT: Pioneer Highway Sewer Upgrade
CONTACT PERSON: Alan Lytton, City Engineer
ATTACHMENTS: A – Certified Bid Tab

PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign a contract with Earthwork Solutions for the Pioneer Highway Sewer Upgrade project.

BACKGROUND

The City received seven (7) bids. Earthwork Solutions had the low bid of \$656,894.37. The engineer's estimate was \$715,000. This project will add a sewer line from 267th (North County Fire Station) under SR532 to an existing manhole north of the highway. Last year, the City advertised for bids, but rejected all bids due to high pricing and low response. Last year's low bid was \$797,403.

ANALYSIS

Fiscal Impact			
Fund(s):	594 35 63 47		
Amount:	\$800,000	Project Estimate:	\$656,894.37
Budget Authorized	☒ Yes ☐ No	Amendment Required?	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends awarding the Pioneer Highway Sewer Upgrade project to the low bidder, Earthwork Solutions, in the amount of \$656,894.37.

Committee/Board Recommendation:

The Public Works Committee has been briefed on the project but have not reviewed bids.

COUNCIL OPTIONS

1. Authorize the Mayor to sign a contract with Earthwork Solutions for the Pioneer Highway Sewer Upgrade project in the amount of \$656,894.37.
2. Send back to the Public Works Committee for additional discussion.
3. Reject all bids and delay project.

RECOMMENDED MOTION

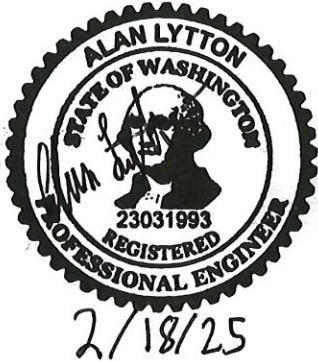
“I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH EARTHWORK SOLUTIONS, LLC FOR \$656,894.37.”



BID TABULATION
Pioneer Highway Sewer Upgrade
Bid Opening: Tuesday February 11, 2025 @ 2PM

Item No.	Spec Section	ITEM DESCRIPTION	Est. Qty.	UNITS	Engineer's Estimate		EARTH WORK SOLUTIONS		FISHER CONSTRUCTION		BLACKFISH CIVIL INFUS.		SRV		KONNERUP CON.		TAYEX		REDPOINT	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-04.4 SP	Minor Change	1	EST	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1-05.4 SP	Roadway Surveying	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,550.00	\$ 2,550.00	\$ 2,785.42	\$ 2,785.42	\$ 5,600.00	\$ 5,600.00	\$ 2,700.00	\$ 2,700.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,052.00	\$ 3,052.00
3	1-05.18 SP	Record Drawings (Minimum Bid \$1,000)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
4	1-07.15	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00	\$ 447.47	\$ 447.47	\$ 1,380.00	\$ 1,380.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,443.00	\$ 2,443.00
5	1-07.17 SP	Potholing	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 645.00	\$ 3,870.00	\$ 1,055.10	\$ 6,330.60	\$ 1,929.89	\$ 11,579.34	\$ 815.00	\$ 4,890.00	\$ 900.00	\$ 5,400.00	\$ 850.00	\$ 5,100.00	\$ 632.00	\$ 3,792.00
6	1-09.7	Mobilization	1	LS	\$ 56,373.00	\$ 56,373.00	\$ 49,675.00	\$ 49,675.00	\$ 13,450.00	\$ 13,450.00	\$ 33,810.00	\$ 33,810.00	\$ 117,000.00	\$ 117,000.00	\$ 80,000.00	\$ 80,000.00	\$ 70,000.00	\$ 70,000.00	\$ 29,339.00	\$ 29,339.00
7	1-10 SP	Project Temporary Traffic Control	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 25,845.00	\$ 25,845.00	\$ 53,659.97	\$ 53,659.97	\$ 35,190.00	\$ 35,190.00	\$ 30,000.00	\$ 30,000.00	\$ 32,000.00	\$ 32,000.00	\$ 60,000.00	\$ 60,000.00	\$ 23,250.00	\$ 23,250.00
8	2-02 SP	Removal of Structures and Obstructions	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 26,035.00	\$ 26,035.00	\$ 14,067.85	\$ 14,067.85	\$ 10,814.60	\$ 10,814.60	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 7,368.00	\$ 7,368.00
9	2-09.5 SP	Trench Safety Systems	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,475.00	\$ 8,475.00	\$ 14,454.29	\$ 14,454.29	\$ 20,603.40	\$ 20,603.40	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 32,751.00	\$ 32,751.00
10	2-11.3 SP	Trimming and Cleanup	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,650.00	\$ 5,650.00	\$ 3,412.73	\$ 3,412.73	\$ 3,890.45	\$ 3,890.45	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1,136.00	\$ 1,136.00
11	4-04.5 SP	CSBC 8" Depth (Road Trench)	140	TN	\$ 50.00	\$ 7,000.00	\$ 40.85	\$ 5,719.00	\$ 66.88	\$ 9,363.20	\$ 114.11	\$ 15,975.40	\$ 70.00	\$ 9,800.00	\$ 80.00	\$ 11,200.00	\$ 100.00	\$ 14,000.00	\$ 56.00	\$ 7,840.00
12	4-04.5 SP	CSTC 2" Depth (Road Trench)	40	TN	\$ 50.00	\$ 2,000.00	\$ 27.25	\$ 1,090.00	\$ 89.22	\$ 3,568.80	\$ 51.49	\$ 2,059.60	\$ 70.00	\$ 2,800.00	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00	\$ 117.00	\$ 4,680.00
13	5-04.5	HMA CL. 1/2" 58-22, 8" depth (Road Trench & Bore Pits)	90	TN	\$ 275.00	\$ 24,750.00	\$ 210.20	\$ 18,918.00	\$ 283.48	\$ 25,513.20	\$ 240.63	\$ 21,656.70	\$ 265.00	\$ 23,850.00	\$ 275.00	\$ 24,750.00	\$ 250.00	\$ 22,500.00	\$ 211.00	\$ 18,990.00
14	7-05.5	Sewer Manhole Type 1, 48-In. Diam.	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 6,730.00	\$ 6,730.00	\$ 7,421.74	\$ 7,421.74	\$ 8,125.33	\$ 8,125.33	\$ 9,600.00	\$ 9,600.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,761.00	\$ 5,761.00
15	7-05.5	Connect to Ex. Manhole & Rechannel Base	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 3,840.00	\$ 7,680.00	\$ 1,417.50	\$ 2,835.00	\$ 8,942.98	\$ 17,885.96	\$ 6,350.00	\$ 12,700.00	\$ 6,000.00	\$ 12,000.00	\$ 6,000.00	\$ 12,000.00	\$ 4,060.00	\$ 8,120.00
16	7-17.5 SP	PVC Sanitary Sewer Pipe 18" (Open Cut)	285	LF	\$ 300.00	\$ 85,500.00	\$ 215.25	\$ 61,346.25	\$ 251.28	\$ 71,614.80	\$ 265.94	\$ 75,792.90	\$ 330.00	\$ 94,050.00	\$ 320.00	\$ 91,200.00	\$ 295.00	\$ 84,075.00	\$ 342.00	\$ 97,470.00
17	7-17.5	PVC Sanitary Sewer Pipe RJ 18" w/ 30" Steel Casing	168	LF	\$ 2,000.00	\$ 336,000.00	\$ 1,855.00	\$ 311,640.00	\$ 2,029.24	\$ 340,912.32	\$ 2,052.00	\$ 344,736.00	\$ 1,875.00	\$ 315,000.00	\$ 2,000.00	\$ 336,000.00	\$ 1,875.00	\$ 315,000.00	\$ 3,724.00	\$ 625,632.00
18	8-01.5	Erosion/Water Pollution Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,125.00	\$ 4,125.00	\$ 2,715.50	\$ 2,715.50	\$ 3,792.70	\$ 3,792.70	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,273.00	\$ 4,273.00
19	8-01.5	Stormwater Pollution Prevention Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,695.00	\$ 1,695.00	\$ 745.79	\$ 745.79	\$ 1,104.00	\$ 1,104.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,442.00	\$ 2,442.00
20	8-04.5 SP	Replace Concrete Curb and Gutter	40	LF	\$ 80.00	\$ 3,200.00	\$ 52.00	\$ 2,080.00	\$ 95.95	\$ 3,838.00	\$ 90.74	\$ 3,629.60	\$ 135.00	\$ 5,400.00	\$ 125.00	\$ 5,000.00	\$ 150.00	\$ 6,000.00	\$ 83.00	\$ 3,320.00
21	8-20.5 SP	Loop Replacement Type 3. (3 loop per lane)	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 9,266.00	\$ 27,798.00	\$ 9,504.07	\$ 28,512.21	\$ 13,384.00	\$ 40,152.00	\$ 10,500.00	\$ 31,500.00	\$ 6,000.00	\$ 18,000.00	\$ 9,900.00	\$ 29,700.00	\$ 6,816.00	\$ 20,448.00
22	8-22	Painted Traffic Arrow	2	EA	\$ 200.00	\$ 400.00	\$ 110.00	\$ 220.00	\$ 109.66	\$ 219.32	\$ 575.00	\$ 1,150.00	\$ 120.00	\$ 240.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 613.00	\$ 1,226.00
23	8-22	Painted Cross Hatch	480	SF	\$ 3.00	\$ 1,440.00	\$ 4.50	\$ 2,160.00	\$ 5.07	\$ 2,433.60	\$ 5.99	\$ 2,875.20	\$ 5.00	\$ 2,400.00	\$ 6.00	\$ 2,880.00	\$ 6.25	\$ 3,000.00	\$ 6.00	\$ 2,880.00
Bid Schedule Subtotal						\$ 654,363.00		\$ 601,001.25		\$ 634,301.81		\$ 687,803.18		\$ 719,930.00		\$ 740,830.00		\$ 773,375.00		\$ 932,213.00
Sales Tax 9.3 %						\$ 60,855.76		\$ 55,893.12		\$ 58,990.07		\$ 63,965.70		\$ 66,953.49		\$ 68,897.19		\$ 71,923.88		\$ 86,695.81
Bid Schedule Total						\$ 715,218.76		\$ 656,894.37		\$ 693,291.88		\$ 751,768.88		\$ 786,883.49		\$ 809,727.19		\$ 845,298.88		\$ 1,018,908.81

***Calculation wrong on line 18.
Bid total was written as
1,031,696.91



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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e

DATE: February 27, 2025

SUBJECT: Snohomish County Sheriff Contract Amendment No. One

CONTACT PERSON: Shawn Smith, City Administrator

ATTACHMENTS: A - ILA for LES – Amendment No. One

PURPOSE

The purpose of this item is for City Council to authorize the Mayor to sign an amendment to the city's ILA (Interlocal Agreement) for Law Enforcement Services for 2024 - 2026.

BACKGROUND

The city entered into the current agreement at the end of 2023. Subsequent to that time, the county's cost estimate for 2025 and 2026 increased by 2.1%, thus they have requested this amendment. This increase was included in the 2025-2026 budget, but this amendment was recently approved and requires council authorization to execute.

DISCUSSION

This amendment was anticipated in the current budget. This action is to authorize the mayor to execute.

ANALYSIS

The contract for law enforcement services will cost the City of Stanwood 2.1% more than the original agreement as detailed in the following chart.

	2025	2026
Original ILA	\$ 2,468,443	\$ 2,581,438
Amendment One	\$ 2,520,459	\$ 2,634,415
Increase	\$ 52,016	\$ 52,977
Percent Increase	2.1%	2.1%

RECOMMENDATIONS

Staff Recommendation:

Staff recommends authorizing the mayor to sign the ILA Amendemnt with Snohomish County Sheriff's Office for law enforcement services for 2024 - 2026.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the ILA Amendment with Snohomish County for law enforcement services.
2. Do not authorize the mayor to sign ILA Amendment with Snohomish County for law enforcement services and pursue starting up Stanwood's own police department.

PROPOSED MOTION

"I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT AMENDMENT WITH THE SNOHOMISH COUNTY SHERIFF'S OFFICE FOR YEARS 2024-2026."

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD
FOR LAW ENFORCEMENT SERVICES

This Amendment No. 1 to the Interlocal Agreement between Snohomish County and the City of Stanwood for Law Enforcement Services (“Amendment No. 1”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Stanwood, a municipal corporation of the State of Washington, (the “City”).

WHEREAS, on December 8, 2023, the County and the City entered into an Interlocal Agreement for Law Enforcement Services (“Interlocal Agreement”). The Interlocal Agreement governs the law enforcement services the County provides to the City from January 1, 2024, to December 31, 2026; and

WHEREAS, the Parties desire to amend Addendum 2 2024-2026 Cost of Service.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Addendum 2 of the Interlocal Agreement, shall be removed and replaced with Amendment No. 1 Addendum 2, attached hereto and hereby incorporated by reference.
2. Except as expressly provided in this Amendment No. 1, all terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.
3. This Amendment No. 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

City of Stanwood:

Snohomish County:

Mayor

County Executive

Approved as to Form:

Approved as to Form:

City Attorney

Downs, Lyndsey
Digitally signed by Downs, Lyndsey
Date: 2025.01.06 14:28:36 -08'00'
Deputy Prosecuting Attorney

STANWOOD

	FTE	2024	Prior Contract Cost	2024		2025		2026
2024-2026								
Personnel	Count	FTE Cost	2023	Base Costs				
Lieutenant Salary	1.0	\$ 168,983	\$ 160,390	\$ 168,983		\$ 177,433		\$ 186,304
Lieutenant Benefits		\$ 48,510	\$ 47,615	\$ 48,510		\$ 51,144		\$ 53,923
Lieutenant Overtime		\$ 8,304	\$ 3,352	\$ 8,304		\$ 8,719		\$ 9,155
Sergeant Salary	2.0	\$ 143,719	\$ 276,270	\$ 287,438		\$ 301,810		\$ 316,900
Sergeant Benefits		\$ 42,093	\$ 80,099	\$ 84,187		\$ 89,673		\$ 94,285
Sergeant Overtime		\$ 26,767	\$ 31,453	\$ 53,534		\$ 56,211		\$ 59,021
Deputy Sheriff Salary	6.0	\$ 121,347	\$ 694,526	\$ 728,082		\$ 764,486		\$ 802,710
Deputy Sheriff Benefits		\$ 40,511	\$ 210,224	\$ 243,067		\$ 254,708		\$ 265,690
Deputy Sheriff Overtime		\$ 16,872	\$ 55,433	\$ 101,230		\$ 106,291		\$ 111,606
Detective Salary	1.0	\$ 121,347	\$ 115,754	\$ 121,347		\$ 127,414		\$ 133,785
Detective Benefits		\$ 40,511	\$ 35,037	\$ 40,511		\$ 42,451		\$ 44,282
Detective Overtime		\$ 16,872	\$ 9,239	\$ 16,872		\$ 17,715		\$ 18,601
Kelly Time			\$ 25,736	\$ 27,409		\$ 28,779		\$ 29,643
Total FTEs	10.0							
Personnel Subtotal			\$ 1,729,403	\$ 1,929,473		\$ 2,026,835		\$ 2,125,906

Annual Operating Costs	Count	Unit Cost	2023	2024	2025 FTE Rate	2025	2026 FTE Rate	2026
Lieutenant Vehicle Operating Cost	1	\$ 8,474	\$ 7,361	\$ 8,474	\$ 7,970	\$ 7,970	\$ 8,527	\$ 8,527
Sergeant Vehicle Operating Cost	2	\$ 8,474	\$ 14,723	\$ 16,947	\$ 7,970	\$ 15,939	\$ 8,527	\$ 17,055
Deputy Vehicle Operating Cost	6	\$ 15,953	\$ 91,143	\$ 95,718	\$ 17,973	\$ 107,840	\$ 19,231	\$ 115,388
Detective Vehicle Operating Cost	1	\$ 8,474	\$ 7,361	\$ 8,474	\$ 7,970	\$ 7,970	\$ 8,527	\$ 8,527
Cellular Phone Service*	10	\$ 953	\$ 9,681	\$ 9,531		\$ 9,817		\$ 10,112
Indirect/Direct Costs**	10	\$ 16,340	\$ 144,929	\$ 163,395	\$ 19,005	\$ 190,050	\$ 19,005	\$ 190,050
Outside training	10	\$ 600	\$ 6,000	\$ 6,000		\$ 6,180		\$ 6,365
Contract Administration Services	10	\$ 821	\$ 7,041	\$ 8,214		\$ 8,624		\$ 9,056
Evidence Facility Services*	10	\$ 1,916	\$ 18,602	\$ 19,160		\$ 19,735		\$ 20,327
Training Unit / Range*	10	\$ 2,241	\$ 17,514	\$ 22,413		\$ 23,085		\$ 23,778
DIS/Phones/PC/Info Services	10	\$ 9,291	\$ 81,034	\$ 92,910	\$ 11,974	\$ 119,742	\$ 12,285	\$ 122,848
Operational Supplies	1	\$ 21,780	\$ 20,168	\$ 21,780		\$ 22,434		\$ 23,107
Copy Lease Maintenance	1	\$ 4,855	\$ 5,261	\$ 4,855		\$ 5,001		\$ 5,151
Annual Operating Cost Subtotal			\$ 430,818	\$ 477,869		\$ 544,386		\$ 560,291

Annual Operating Credits		2023	2024		2025		2026
Credit for Police Facility***		\$ (48,790)	\$ (49,776)		\$ (50,762)		\$ (51,782)
Annual Operating Credits Subtotal		\$ (48,790)	\$ (49,776)		\$ (50,762)		\$ (51,782)

Yearly Total		\$ 2,111,430	\$ 2,357,566		\$ 2,520,459		\$ 2,634,415
Grant Total (2024-2026)							\$ 7,512,440

Notes:

Snohomish County 911 and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal.

Records Management Services declined by the City in past negotiations and are not included

*Assessed only for commissioned personnel

**Indirect/Direct costs (SCC 10.60.040) includes County Premium, Workers Compensation,

Unemployment Compensation and County Training Costs. 2025-2026 based on estimates provided by the budget office.

*** Credit for Police facility is based on \$14.64 per square foot @ 3400 square feet in 2024

Projected Inflat	2025	2026
Salaries	5%	5%
Benefits	6%	6%
Contract Administration	5%	5%
ER&R, Indirect/Direct and DIS	Varies	Varies
Other Expenses	3%	3%

2025 & 2026
Personnel: Currently no increases. DSA/SOMT agreement expires 3/31/25.
Fleet will see an increase of 7% in 2026.
Risk Mgmt / Indirect Costs will not increase in 2026.
DIS / Phones / PC / Info Services will see an increase of about 2.5% in 2026.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8f
DATE: February 27, 2025
SUBJECT: Puget Sound Public Farms Lease Agreement
CONTACT PERSON: Alan Lytton, City Engineer
ATTACHMENTS: A – Lease Agreement
B – Farm Plan Summary

PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign a three (3) year lease agreement with Puget Sound Public Farms to operate a public farm at Ovenell Park.

BACKGROUND

Mr. Davis contacted the City in 2022 with a proposal to establish a public farm on the Ovenell Park property. City staff met with Mr. Davis on site to discuss the requirements of the project. Mr. Davis developed a proposal to cultivate an approximately one-acre farm plot on the Ovenell Park property as well as establish raised garden beds and a potting shed and possible greenhouse in the area west of the existing barns. The project benefits the Stanwood Camano Food Bank who is the recipient of the excess produce harvested at the farm.

Mr. Davis reports that approximately 2,000 lbs of crops, including lettuce, peppers, onions, beans and tomatoes, were harvested in 2024 and donated to the Stanwood-Camano Food Bank. Mr. Davis also reported that 25 individual volunteers participated with the farm operations providing over 300 volunteer hours. The proposal for an extension of the lease agreement to a longer term would provide certainty to the lessee which would result in increased farm productivity as it allows the cultivation of fall crops as well as the time to build a green house and perform wetland enhancement. Mr. Davis is hoping to increase the number of volunteer participants on the farm as well as offering access to the general public by hosting events at the property.

Last year Council approved a one-year lease agreement with the option of renewal. Puget Sound Public Farms is seeking to renew the lease for a 3-year term. The lease may be cancelled by either party with 60 days notice.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends entering into a lease agreement with Mr. Davis to continue to allow the public farm use at Ovenell Park. This use provides a community benefit while plans are developed for the future use of the Park.

Committee/Board Recommendation:

The Parks and Trails Advisory Committee considered the 2024 yearend report presented by Puget Sound Public Farms and the proposed lease renewal at their December 16, 2024 meeting. The Committee voted unanimously in support of the 3-year term lease renewal and noted the positive collaboration between the city and Andrew Davis (the farm manager and president of Puget Sound Public Farm), with no issues reported under the previous lease term.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to execute a lease agreement with Puget Sound Public Farms to operate a public farm at Ovenell Park.
2. Send the matter back to Parks and Trails Advisory Committee or additional committees for additional review and discussion.
3. Amend or reject the proposal.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN A LEASE AGREEMENT WITH PUGET SOUND PUBLIC FARMS TO ALLOW THE OPERATION OF A PUBLIC FARM AT OVENELL PARK.”

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, is made by and between the CITY OF STANWOOD, a municipal corporation of the State of Washington, hereinafter "City," and Puget Sound Public Farms, a Nonprofit Corporation recognized by the State of Washington, hereinafter "Tenant."

1. DESCRIPTION OF PREMISES.

City hereby rents to Tenant and Tenant rents from City based on the terms, covenants and conditions set forth herein, the following-described premises:

A portion of that property described commonly as Ovenell Park located south of SR-532 south from Orchards Nursery and west from Twin City Foods building. Referred to in the Snohomish County Assessor SCOPI as Parcel ID: 32032300401200 and Tax Code Area 00758. Described in property account summary as:

Section 23 Township 32 Range hub 03 Quarter SE & 26-32-03 NE - TH PTN OF FDP LY SLY OF SLY R/W BDY OF ST HWY 1-Y (SR 532): GOVT LOT 4 OF SD SEC 23 EXC TH PTN CONVDYD TOHAYLAND MILL CO INC BY DEED REC VOL 173 PG 358 DEEDS AFN 229933 DAF BEG AT SE COR OF SD LOT 4 TH N78W 211.2FT TH N73W 429FT TH N63W 581FT TO OLD CO RD R/W TH N34E 20FT TH S68E 167.8FT TH N22E 36FT THS61E 57FT TH S66 30E 258FT TH S67 15E 726FT TH S5.2FT TO POB & EXC TH PTN OF SD GOVT LOT 4 LY S OF N 420.38FT & SWLY OF RR R/W INDUSTRIAL SPUR & EXC TH PTN THROF LY WTHN BN INDUSTRIAL R/W SPUR TGWANY ACCRETED PROP ADJ THRTO & N OF NORTHERN LN OF ORD HIGH WATER OF STILLI RIVER (INCL LANDS IN SEC 26 N OF RIVER) PER QT ACT SCC 07-2-01934-9 FILED 3-2-07 SEG'D PER SWD REC AFN 201410060443

Snohomish County Tax Parcel ID 32032300401200 hereinafter the "Rental Premises."

Tenant shall have the non-exclusive right to use the Rental Premises for purposes of establishing, maintaining, and harvesting fruits, vegetables and plants grown on the Rental Premises in the areas shown in Attachment A. Tenant shall have the right to install, at its sole risk and expense, in a location approved by the City, a potting shed which may contain items associated with growing vegetables including but not limited to tools, soil, and fertilizer. Tenant shall not store any of its equipment or property outside the area designated on Attachment A and shall be solely responsible for the security and safekeeping thereof.

2. TERM.

a. This rental agreement shall be effective from February 28, 2025 to February 28, 2028.

b. This agreement may be renewed by the parties for additional one-to-three-year terms if approved by the City. Any such renewal shall be reduced to a written addendum and shall be signed by both parties. The tenancy may be terminated by either City or Tenant giving the other party written notice of intent to terminate, which notice must be given at least sixty (60) days prior to the intended date of vacation.

3. RENT.

- a. Tenant shall pay rent in the amount of \$1.00 (one dollar) per year for the use of the Rental Premises, in advance of the first day of the start of the rental term year.
- b. The City may increase or decrease the rent annually upon at least sixty (60) days written notice to Tenant. Rent shall be paid at: Stanwood City Hall or at such other place as may be designated by City.

4. NON-PAYMENT.

In the event Tenant should fail to pay any installment of rent or any sum due hereunder by the date it is due, the City shall have the right to terminate this Rental Agreement.

5. NSF CHECK CHARGE.

A \$35.00 fee will be charged for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.

6. USE OF PREMISES.

- a. Planting, maintaining, and harvesting fruits, vegetables and plants grown on the Rental Premises including the orchard area as well as the area designated for planting on the map including all activities that aid in the aforementioned activities including but not limited to:
 - i. Modifying the soil to make it suitable for planting
 - ii. Amending the soil with additives that increase the favorability of conditions for plant growth,
 - iii. Incorporating amendments,
 - iv. Removal and prevention of undesirable plants, insects, and diseases through mechanical, chemical, and biologic controls,
 - v. Irrigation.
- b. Providing members of the public hands-on learning experiences on how to grow, maintain, and harvest fruits and vegetables.
- c. Providing members of the public hands-on learning experiences on wetland function and restoration.
- d. Creating a wetland restoration plan in conjunction with organization(s) with professional experience in creating wetland restoration plans in Snohomish County for presentation to the City.
- e. Parking on impervious surfaces on the property.
 - i. Parking shall be limited to a maximum of twenty (20) passenger-size vehicles and one box truck at a time unless prior written consent is given by the City.
- f. Tool and equipment storage in a location designated by the map of the Rental Premises.
- g. Placement, maintenance and use of a portable bathroom which may be kept at the Rental Premises for use by Tenant and affiliates.
- h. Installation of up to eight (8) raised beds for use for growing plants, fruits and vegetables.

- i. Creation of a compost pile for organic matter disposal that shall not exceed in volume fifteen (15) cubic yards.
- j. Tenant shall have the option to pursue a building permit for the construction of a greenhouse, a structure which is defined as a building whose entire structure is coated in clear or semitransparent plastic sheeting and whose purpose is principally to aid in the growing of plants, on the rental property. Should Tenant successfully obtain a building permit for construction of a greenhouse on the rental property, the City shall have the option to approve the construction of a greenhouse. If the City and the Tenant agree upon the construction of said greenhouse, Tenant shall have the right to construct the greenhouse in a safe manner in accordance with the approved building permit. If constructed, it shall be made available for use by Tenant for the duration of this lease agreement.
- k. Tenant will not perform any act or carry on any practices that may damage the Rental Premises or be a nuisance to or menace or injure the public.
- l. Tenant shall exercise all necessary precautions in the use of the Rental Premises to protect the public from injury to persons or property.
- m. This Agreement is for non-exclusive use. Tenant shall have no preference or priority over the public in Tenant's use of the Rental Premises.
- n. Tenant shall treat members of the public with courtesy and respect when using the Rental Premises.
- o. Tenant shall keep all odors produced to a minimum.
- p. Tenant's use of the Rental Premises shall not inconvenience members of the public making joint use thereof.
- q. Tenant shall promptly comply with all state and federal laws and local, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting use of the Rental Premises and their cleanliness, safety, occupation and use.
- r. Tenant shall protect water resources and streams from pollution and/or contamination by properly using agriculturally approved pesticides or herbicides applied by licensed personnel in accordance with all rules and regulations.
- s. Tenant is responsible for cleanup of any pollution caused by any of the activities commenced on the property. An environmental clean-up charge will be assessed for any pollution which must be cleaned up by the City.
- t. Tenant is responsible for appropriate disposal of trash/garbage.
- u. Tenant will have permission to bring partners of the project including but not limited to representatives of partner organizations, board members of the Puget Sound Public Farms (a nonprofit organization created in part to handle the administrative burden of maintaining the project operating at the Premises), and potential partners for purposes of viewing the property in order to aid with decision making for the project. Visits may be conducted at any time during the lease agreement between dawn and dusk and will last no longer than four hours.
- v. All operations under this lease shall be conducted in a manner that will not unreasonably interfere with public use and enjoyment of adjoining lands under the ownership and/or jurisdiction of the City. Necessary precautions will be taken by the tenant to ensure the safety of the public in all phases of operation under this lease.
- w. Upon termination of the Rental Agreement, Tenant shall remove its storage facility and all of its personal property and quit and surrender the Rental Premises in as good a state and condition as it was at the commencement of the Rental Agreement,

- reasonable wear and tear or actions not caused by Tenant and its employees excepted.
- x. Tenant shall keep no more than 5 gallons of fuel at Ovenell Park. A fuel spill kit rated to clean up the fuel shall also be kept on site. User shall be responsible for cleaning up any and all fuel related spills that occur after the start of the lease date and will pay for any costs associated with fuel spills which occur on site. Tenant shall keep no more than one gallon total of pesticides, fungicides, and herbicides on site. All pesticides, fungicides, and herbicides shall be certified for use in organic farming operations and used in accordance with their label. All pesticides, fungicides, and herbicides shall be applied only with a backpack sprayer or other handheld spray device to mitigate pesticide drift. Pesticides, fungicides, and herbicides shall not be applied by Tenant to any area inside a critical area or wetland area as designated by the most recent environmental assessment. Tenant shall develop an integrated pest management strategy (IPM) and shall follow the strategy to minimize the need for the use of pesticides.
 - y. Tenant shall keep a record of all pesticides, fungicides, and herbicides applied pursuant to this Agreement, a copy of which shall be provided to the Landlord on an annual basis if requested.

7. CONSERVATION EASEMENT.

Tenant acknowledges that the Rental Premises are subject to a Grant of Conservation Easement from City to Snohomish County governing the use of the property for the purpose of retaining the Rental Premises for open space and passive recreation. Tenant acknowledges receipt of a copy of the easement. Tenant agrees to strictly conform to the terms of said easement, which are incorporated by this reference.

8. UTILITIES.

Tenant shall have the use of water and electric services located at the property at their expense for purposes of cultivating fruits and vegetables. Costs shall be at the rate billed by the City or other provider.

9. ACCEPTANCE OF PREMISES.

Tenant acknowledges that Tenant has examined the Rental Premises and accepts the same in their condition on the date of Tenant's execution of this Rental Agreement.

10. CONDITION OF PREMISES UPON.

- a. Except as provided above, no alterations shall be made to the Rental Premises without prior written consent of the City. Any alterations to the Rental Premises shall, at City's option, become part of the realty and belong to City.
- b. Should Tenant desire to alter the Rental Premises and if City consents to such alterations, then at City's option, such improvements shall be performed by City's employees, or Tenant shall contract with a licensed, bonded and insured contractor approved by City for the construction of such alterations.
- c. All work approved by City shall be done at such times and in such manner as City may from time to time designate. Tenant shall give City written notice five (5) days prior to employing any laborer or contractor to perform work resulting in an alteration of the Rental Premises so that City may post a notice of no responsibility.

- d. In the event the Rental Premises shall at any time during the term of this Rental Agreement become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials or labor to the Rental Premises contracted for or agreed to by Tenant, Tenant may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to City.
- e. The equipment stored by Tenant shall be removed by Tenant at the termination of the Rental Agreement, provided that the premises are returned to as good condition as they were prior to the installation of the same. Tenant shall bear the full cost of removing all equipment, tools, and property and shall repair any damage to the Rental Premise. Tenant's obligations to observe or perform this covenant shall survive the expiration or termination of this Rental Agreement. In the event Tenant, with City's permission, does not remove the equipment, tools, and property upon expiration or termination of this Rental Agreement, the equipment, tools, and property shall become the property of the City.

11. INSURANCE/CASUALTY.

a. Insurance Term

The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the leased Premises.

b. No Limitation

The Tenant's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance

The Tenant shall obtain insurance of the types and coverage described below:

- i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Landlords of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
- ii. Property insurance shall be written on an all-risk basis.

d. Minimum Amounts of Insurance

The Tenant shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.
 - ii. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.
- e. Other Insurance Provisions

The Tenant's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.
- f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage

The Tenant shall furnish the Landlord with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Tenant.
- h. Waiver of Subrogation

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
- i. Landlord's Property Insurance

Landlord shall maintain during the term of the Lease all-risk property insurance covering the land and buildings.
- j. Notice of Cancellation

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.
- k. Failure to Maintain Insurance

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving five business days notice to the Tenant to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Landlord on demand.

I. Landlord Full Availability of Tenant Limits

If the Tenant maintains higher insurance limits than the minimums shown above, the Landlord shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Tenant, irrespective of whether such limits maintained by the Tenant are greater than those required by this Lease or whether any certificate of insurance furnished to the Landlord evidences limits of liability lower than those maintained by the Tenant.

13. RISK OF LOSS.

All personal property of Tenant kept or maintained at the Rental Premises shall be at the risk of Tenant.

14. INDEMNIFICATION.

- a. City shall protect, hold harmless, indemnify, and defend, at its own expense, Tenant, from any loss or claim for damages of any nature whatsoever, including claims by third parties or by City's employees from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the Rental Premises or relating to this Rental Agreement by City, its appointed or elected officials, officers, assignees, agents, employees, invitees, contractors or subcontractors. If a loss or claim is caused by or results from the concurrent negligence of City, its appointed or elected officials, officers, employees, or agents and the Tenant, this clause shall be valid and enforceable only to the extent of the negligence of the City, its appointed or elected officials, officers, employees, or agents.
- b. Tenant shall protect, hold harmless, indemnify, and defend, at its own expense, the City, its appointed or elected officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the volunteers of the Stanwood Camano Food Bank from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the Rental Premises or relating to this Rental Agreement by the Tenant. If a loss or claim is caused by or results from the concurrent negligence of the Tenant and the City, its appointed or elected officials, officers, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Tenant, its officers, employees, or agents.
- c. The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Rental Agreement.

15. MAINTENANCE AND REPAIRS.

- a. City shall be responsible for the maintenance and repair of the Rental Premises excluding all activities directly in service of growing fruits and vegetables or restoring wetlands; provided Tenant shall be responsible for repairing any damage occasioned by Tenant's use of the Rental Premises. If Tenant refuses or neglects to repair any damage occasioned by Tenant's use of the Rental Premises to the reasonable satisfaction of City as soon as reasonably possible after written demand, City may make such repairs and do required maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's fixtures or other property, and upon completion

thereof, Tenant shall pay City's costs for such work, plus 15% for overhead, together with 12% per annum interest from the date City tenders Tenant an invoice for such work to the date of payment.

- b. No compensation shall be made to or claimed by Tenant from City by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the Rental Premises. City reserves the right to perform maintenance and make repairs and alterations when and where the same may be deemed by City to be necessary. Nothing herein contained shall be construed as an agreement on the part of the City to make any repairs or alterations becoming necessary, in the reasonable opinion of City, due to negligence of Tenant, its officers, employees, or agents.

16. SIGNS.

Tenant shall have the option to apply for permits to erect signs advertising the Puget Sound Public Farms on the Rental Premises of a size and design acceptable to City at its sole discretion. Any signs not in conformity with this Rental Agreement may be removed and destroyed by City.

17. ENTRY BY CITY.

City and its employees, elected officials, agents and contractors shall have the right to enter the Rental Premises at any time for any purpose including, but not limited to, inspecting the same and maintaining the Rental Premises, or for the purpose of making repairs, alterations, or additions to any portion of the Rental Premises, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of no responsibility for alterations, additions or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Rental Premises thereby occasioned. Upon request Tenant shall permit City entry to its storage facility for purposes of inspecting the same.

18. TAXES.

- a. City shall be responsible for all real property taxes and assessments levied or assessed against the Rental Premises by any governmental entity, including any special assessments imposed on or against the Rental Premises for the construction or improvement of public works in, on or about the Rental Premises; provided, however, that Tenant shall conduct no activity on the Rental Premises nor place any articles on the Rental Premises that will increase the real property taxes levied or assessed against the Rental Premises.
- b. Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Rental Agreement upon Tenant's fixtures and personal property installed on or located in the Rental Premises.
- c. Tenant agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Except as provided in paragraph 3 above, such taxes shall be due and payable at the time the same are levied or assessed.

19. ABANDONMENT.

If Tenant shall abandon, vacate or surrender the Rental Premises, or be dispossessed by

process of law, or otherwise, any personal property belonging to Tenant and left on the Rental Premises shall, at the option of the City, be deemed abandoned.

20. CASUALTY; REBUILDING; CONDEMNATION.

- a. In the event of damage to the Rental Premises other than under the circumstances described in the preceding section, the City may or may not repair the Rental Premises at their sole discretion. Until the Rental Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Rental Premises have been restored to a good and tenantable condition as they were before such damage or destruction.
- b. In the event that the Rental Premises are not usable as contemplated in this agreement for over ninety (60) days due to the damage, either the City or Tenant shall have the right to terminate this Rental Agreement.
- c. If any part of the Rental Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, Tenant shall have no claim or interest in or to any award of damages for such taking. If such taking materially reduces the usefulness of the Rental Premises for the purposes for which it is rented, then Tenant shall have the option of terminating this Rental Agreement.

21. ASSIGNMENT AND SUBLETTING.

Tenant shall not sublease, sublet or assign the Rental Premises, or any portion thereof, except by the written permission and consent of City, in City's sole discretion. This Rental Agreement shall not be assignable by operation of law.

22. INSOLVENCY OF TENANT.

The (a) appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or (b) a general assignment by Tenant for the benefit of creditors, or (c) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall, if any such appointments, assignments or action continues for a period of thirty (30) days, constitutes a breach of this Rental Agreement by Tenant, and City may at its election without notice, terminate this Rental Agreement, and in that event be entitled to immediate possession of the Rental Premises and damages as provided below.

23. TENANT DEFAULT.

- a. If Tenant shall fail to perform any of the covenants and agreements herein contained (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other legal or equitable proceedings that have or might have the effect of preventing the Tenant from complying with the terms of this Rental Agreement), then City may cancel this Rental Agreement upon giving the notice required by law, and re-enter said premises. Notwithstanding anything contained herein to the contrary, City shall provide written notice of default and allow Tenant a ten (10) day period to cure.
- b. If City must commence an unlawful detainer action to seek restitution of the rental premises as a result of Tenant's default in the payment of rent, City shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- c. In the event of any entry in, or taking possession of, the Rental Premises, City shall have the right, but not the obligation, to remove from the Rental Premises all personal

property located thereon and may place the same in storage at a public warehouse, at the expense and risk of the owners.

- d. If at any time City waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.
- e. In the event Tenant is in default on any provision of this Rental Agreement and City seeks the services of an attorney to enforce such provision in default, City shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder.

24. CITY DEFAULT.

In the event City shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Rental Agreement on its part to be performed or observed within 30 days after Tenant's written notice to City (or if more than 30 days shall be required because of the nature of the breach, if City shall fail to proceed diligently to cure such breach after notice), then, in that event, Tenant shall have the right to cure any such default at Tenant's expense. In the event City fails and refuses to cure its default and Tenant is unable to remedy City's default, Tenant shall have the option of terminating this Rental Agreement upon 30 days written notice to City.

25. ATTORNEY FEES.

In the event of any legal action or proceeding between the parties hereto, each party shall be responsible for its own attorney fees. This Rental Agreement shall be governed by the laws of the State of Washington. The venue for any dispute related to this Rental Agreement shall be Snohomish County, Washington. Should City be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to City its cost and expenses incurred in such suit, including reasonable legal fees.

26. NOTICES.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Rental Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

TENANT:

Puget Sound Public Farms, Andrew Davis
2221 145th NW
Marysville, WA 98271
Telephone: (425)512-6885
Email: Andrewd.pspf@gmail.com

CITY:

City Administrator
City of Stanwood
10220 270th Ave NW
Stanwood, WA 98292

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

27. NO WAIVER OF COVENANTS.

No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Rental Agreement. The acceptance by City of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Rental Agreement by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Rental Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

28. DELAYED POSSESSION.

In the event of the inability of City to deliver possession of the Rental Premises for any reason whatsoever at the time of the commencement of the term of this Rental Agreement, neither City nor its agents shall be liable for any damage caused thereby, nor shall this Rental Agreement thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Tenant shall not be liable for any rent until such time as City can deliver possession, and in the event that possession is delayed over ninety (90) days, Tenant shall have the right to terminate this Rental Agreement.

29. SUCCESSORS AND ASSIGNS.

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Rental Agreement permit, assigns of the parties hereto. The words "City" and "Tenant" and their accompanying verbs or pronouns, wherever used in this Rental Agreement, shall apply equally to all persons, firms or corporations which may be or become parties to this Rental Agreement.

30. RULES.

Tenant agrees to abide by the rules and regulations governing the operation of the Rental Premises which may be made by City from time to time, and will use reasonable methods to induce its employees, contractors and agents to observe the same.

31. SUBORDINATION.

Tenant agrees that this Rental Agreement shall be subordinate to any mortgages or deeds of trust that are now or may hereinafter be placed upon the Rental Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof: provided the mortgagee or beneficiary named in said mortgages or deeds of trust shall agree to recognize this Rental Agreement in the event of foreclosure if Tenant is not in default. Within fifteen (15) days after written request from City, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Rental Agreement to any such mortgages or deeds of trust.

32. TIME.

Time is of the essence for this Rental Agreement.

33. ENTIRE AGREEMENT AND AMENDMENTS.

This Rental Agreement contains all of the agreements between the parties with respect to any matter covered or mentioned in the Rental Agreement, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Rental Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Rental Agreement.

IN WITNESS WHEREOF City and Tenant have executed this Rental Agreement.
Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.

DATED _____, 2023

CITY OF STANWOOD, Landlord

By _____

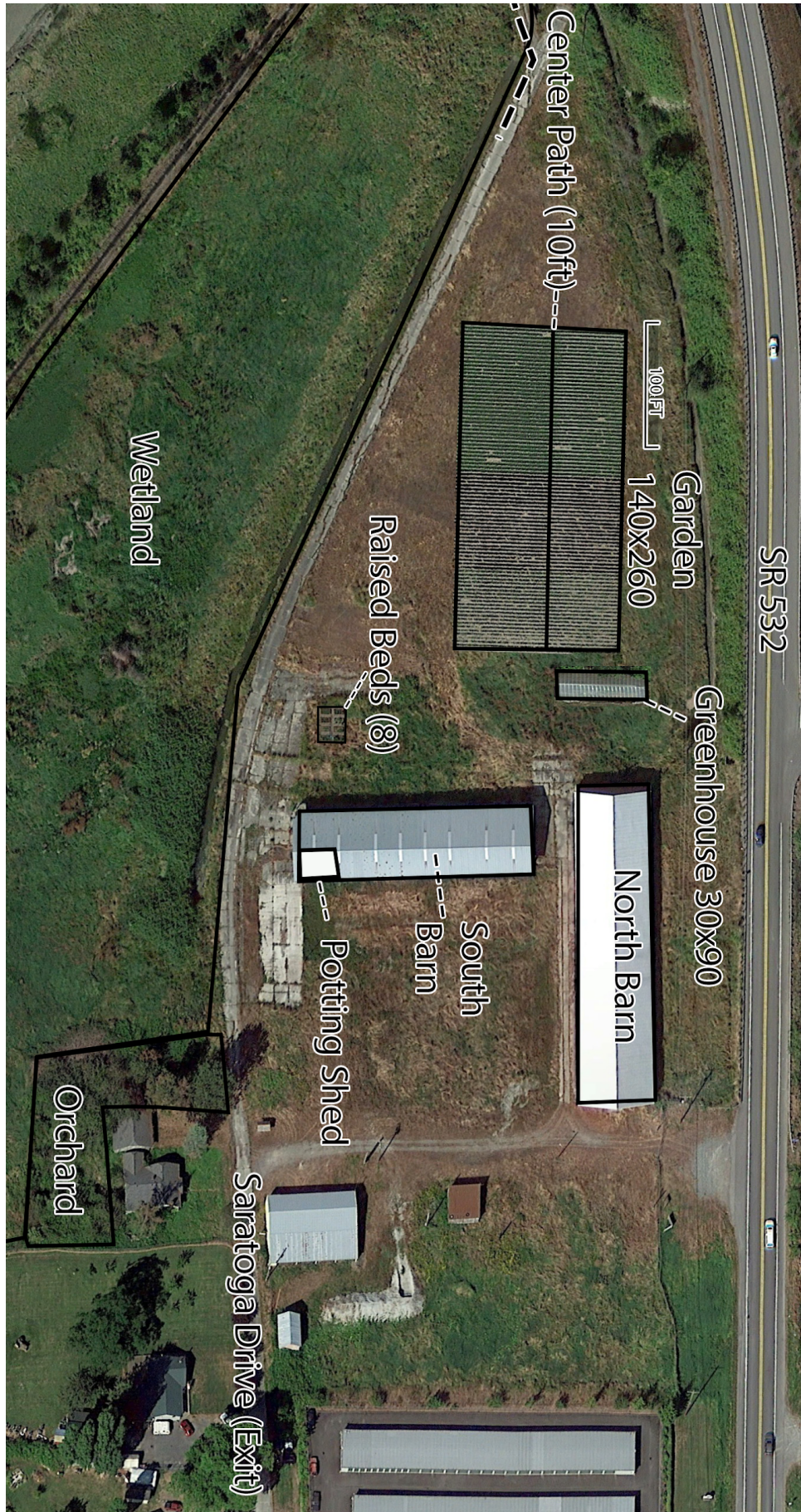
SID ROBERTS, Mayor

DATED 2/3/2025, 2023

PUGET SOUND PUBLIC FARMS, Tenant

By Andrew Davis

ANDREW DAVIS, Board of Directors
President



Stanwood Public Farm
Summary of Plan

Request

Rental of Ovenell park for use as a community garden entitled Stanwood Public Farm including permission to

1. Till, fertilize, plant, and maintain a one acre garden at Ovenell park in the area designated by the map
2. Allow up to ten volunteers to access the park one day per week for four hours to learn about and perform supervised work on the garden
3. Place a portable toilet
4. Use the south dairy barn (designated on map) for tool and equipment storage
5. Use the south dairy barn as a potting shed
6. Use the old south dairy barn as a wash and pack station
7. (Optional) Place signage explaining the history of the park and more broadly the agricultural history of Stanwood
8. (Optional) Place signage advertising the project and/or acknowledging donors
9. (Optional) Maintain and harvest the fruit from the existing orchard
10. (Optional) Develop a plan to restore the wetland to the south of Saratoga Drive
11. (Optional) Build a 30 x 90 foot greenhouse
12. (Optional) Build a 12 x 90 foot 'Caterpillar Tunnel' (An unheated plastic covered PVC structure)
13. (Optional) Build Eight 4 x 6 raised beds for disability access
14. (Optional) Allow larger gatherings once a month for special events such as a grand opening, a lecture on wetlands and riparian ecosystems, and a lecture on the history of indigenous persons

Overview

Activities

The Stanwood Public Farm plans to convert Ovenell Park into a vegetable garden. The project will plant, maintain, and make available for harvest a variety of vegetables via free weekly classes which will be held throughout the growing season from April to September.. These classes will cover all the basic principles of farming and gardening from seeding to harvest.

Funding

The project will be funded through grants and donations which will cover tool and equipment expenses. The techniques will be scalable so that participants can use the skills and knowledge gained by their participation to grow their own vegetables.

Management and Reporting

The project will be managed entirely by Andrew Davis. The project will provide a report once every two months to the Stanwood Parks and Trails Advisory Committee, as well as the Board of directors of the Stanwood Camano Food Bank.

Option to Renew, Modify, or Terminate Lease

In October, the project will produce a final report at which time the City of Stanwood will have the option to renew, modify, or terminate the lease of the property.

Goals and Success Metrics

Goal	Measurement	Successful outcome
Teach participants how to grow their own vegetables from seed and potentially prepare them for a career in agriculture	Surveys, success stories	Participant surveys show improved knowledge of basic principles of farming and gardening
Provide food to food insecure persons in the Stanwood community	Number of pounds of food donated to Stanwood Camano Food Bank	food donated reflects crop yield estimate
Create an inclusive community gathering space	Number of volunteer hours accumulated	>200 hours accumulated through volunteering
Educate participants on the natural history of the stanwood area, the beneficial ecological functions of wetlands and riparian ecosystems, and the relationship between farming and the environment	Surveys, participant headcount at special events related to ecology, farming, and natural history	Participant Surveys show improvement in ecology and natural history knowledge
Receive grants and donations that cover expenses	Net revenue	Net revenue is positive

Alignment with Stanwood City Goals

The goals of the project are in line with the original plan for Ovenell Park entitled:

A RESOLUTION OF THE CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON, ADOPTING THE OVENELL PARK AND HAMILTON LANDING MASTER PLAN.

In the top fifteen uses, five are directly supported by the goals of the Stanwood Public Farm. Specifically,

- #3 is Informational displays and signage that shares the story of (the natural history of the area),
- #4 is venue for local events,
- #5 is Future Farmers of America (FFA)/4 H program space
- #6 is an education Center, and
- #9 is wetland restoration.

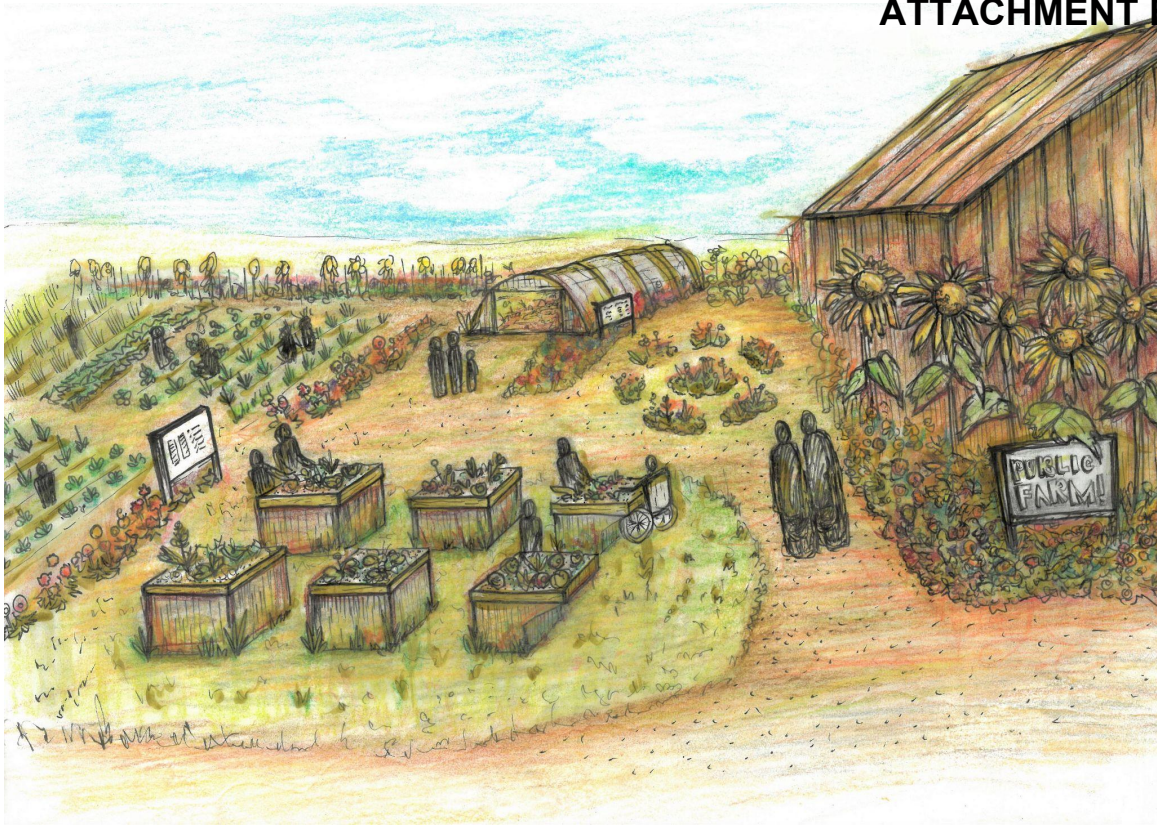
The project directly supports all of these goals and indirectly supports other goals by encouraging the public to access the space and begin the process of opening it to the public.

In addition, the goals of the SPF are in line with the goals outlined in the resolution entitled:

A RESOLUTION OF THE CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON, ADOPTING REVISIONS TO THE PARKS RECREATION AND OPEN SPACE (PROS) PLAN.

The City prioritized the five following guiding principles for investment in the parks and recreation system as follows.

1. Finance/Economic Development: ensure that parks & trails are financially sustainable and generate economic development for the community
2. Maintenance: invest in our existing parks – starting with Heritage Park and Church Creek Park
3. Trails: make progress on near-term improvements and selective longer term improvements
4. Waterfront Access: realize connections to the waterfront – via Hamilton Landing and Ovenell Park improvements
5. Parks System: prioritize improvements for existing parks, while recognizing that acquiring new properties will need to be considered at the appropriate time

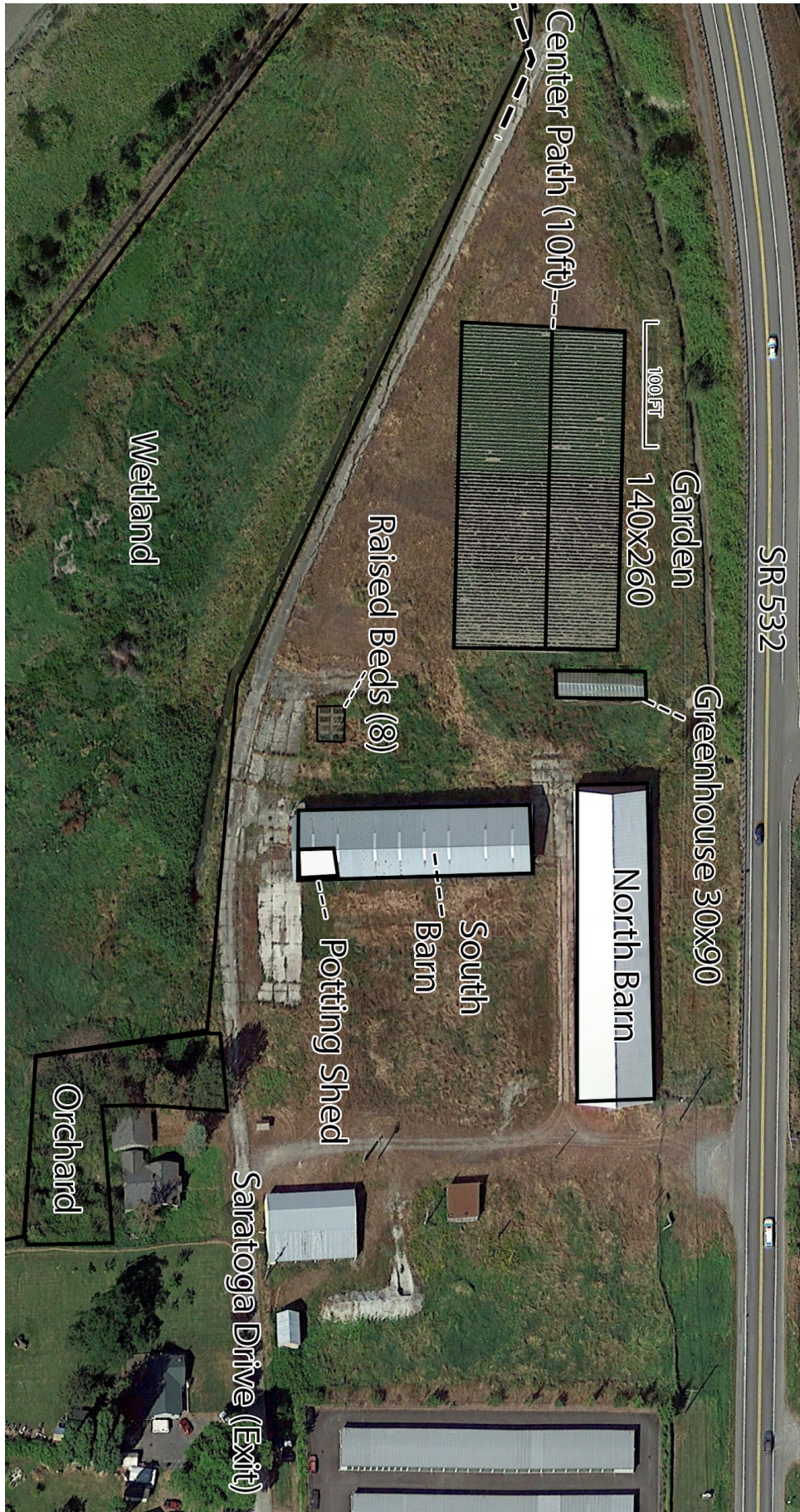


Crop Estimate

Crop Name	Total Plants	Expected Yield (50%)
Corn	3900	1950 ears
Onion	5850	3000 bulbs
Dino Kale	433	500 lb
Green Kale	433	500 lb
Red Kale	433	500 lb
Green Zucchini	433	1000 lb
Red Lettuce	5850	3000 heads
Green Lettuce	5850	3000 heads
Romaine	5850	3000 heads
Green Bush Bean	3900	1000 lb
Beet	7020	1000 lb

Stanwood Public Farm Budget Estimate	
Administrative Expenses	
Property Lease	TBD
Water	TBD
Sum Total	TBD
Rental Equipment	
ADA Portable Bathroom and Sink for one year	1000
Sub Total	1000
Consumables	
Seeds and Transplants	1000
Seeding Accessories (seeding trays, potting soil)	700
Fuel	300
Sub Total	2000
Tools	
Hand Tools for 20 people (ex hoes, rakes, shovels, knives)	1000
Irrigation equipment (hoses, sprinkler heads, fittings)	200
Garden Accessories (Wheelbarrows, Spreaders, Pesticide Applicators)	400
Wash and Pack Equipment (Food Safe Table, Sanitizer, Knives, Dunk Tank)	1300
Walk Behind Rototiller 6.5 hp	1000
Plastic Totes	1100
Sub Total	5000

Soil Amendments	
Organic Compost	3000
Organic Fertilizer	1000
Organic Pesticides	1000
Sub Total	5000
Budget Summary	
Administrative Expenses	TBD
Rental Equipment	1000
Consumables	2000
Tools	5000
Soil Amendments	5000
Grand Total	13000





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a
DATE: February 27, 2025
SUBJECT: First Reading Ordinance 1546—City Council Meeting Times
CONTACT PERSON: David Hammond, Finance Director
ATTACHMENTS: A – Ordinance 1546—City Council Meeting Times

PURPOSE

The purpose of this agenda item is for Council to consider discontinuing the current standing committees, instead scheduling monthly work sessions the entire council.

BACKGROUND

At its February 13, 2025 workshop council meeting, Councilmembers discussed the city's standing committees, their meeting times and the potential for a change to an alternative structure. Although opinions were not unanimous, council generally supported putting the matter formally before council in a regular business meeting.

For reference, the current Stanwood City Council rules of procedure set regular council meetings on the second and fourth Thursday at 7:00 pm. Stanwood's council has met at 7:00 pm for at least 25 years. Stanwood currently has four standing committees that meet monthly on various evenings with two of the meetings immediately prior to the council meetings.

ANALYSIS

Staff prepared the summary of other jurisdictions meeting times and committee structures (See Table One below). Review of these other jurisdictions demonstrates that there are generally two structures: a bi-monthly council meeting in the evening, with multiple three member committees, or a schedule with two evening business meetings, and one or two evening "work sessions" with the entire council meeting (see definitions below.)

The current city council committee structure is intended to allow deeper discussion of policy issues in advance of the council regular meeting where business is approved. Delegating these deeper dives to three council members is intended to save time for the

other council members as not all of them would be required to devote as much time. This doesn't always work out efficiently because it is not uncommon for the full council to want the same deep dive at their regular meeting, thus the same topic is discussed twice, or even three times if the policy matter was discussed by two committees. The option to discontinue the standing committees and move to one or more monthly council work sessions does away with this disadvantage.

During the February 13th workshop councilmembers expressed interest in allowing citizen comment during work sessions. Staff recommends that citizen comment be accepted at the discretion of the presiding officer.

Staff spoke with several peer city officials about their experience, who uniformly asserted that moving away from the three member committees and taking policy matters to regularly scheduled or ad-hoc work sessions has decreased their overall amount of meeting time.

Council meeting times are codified by ordinance, which requires two readings. If council approves first reading, staff will then prepare a resolution with changes to the council's rules of procedures to amend the standing committees, to be reviewed in conjunction with the second reading of this ordinance.

RECOMMENDATION

Staff Recommendation:

The Council should consider revising its current structure from four standing committees and instead convene a council work session once per month. Further, the currently scheduled four annual workshops should be discontinued, instead allowing the mayor to schedule workshops on an as-needed basis.

FINANCIAL IMPACT

There is no financial impact to this action.

COUNCIL OPTIONS

1. Approve first reading of Ordinance 1546 revising city council meeting times.
2. Do not approve first reading of Ordinance 1546 and direct staff to continue review of procedures.

RECOMMENDED MOTION

"I MOVE TO APPROVE FIRST READING OF ORDINANCE 1546 REVISING CITY COUNCIL MEETING TIMES."

DEFINITIONS

General types and descriptions of city council meetings:

WORK SESSIONS

During Work Sessions City Council Members are able to discuss topics, receive briefings, reports and memorandums from City staff as well as hear presentations from City staff and outside organizations. During a Work Session, no formal decisions can be made by the Council. During Work Sessions there is not an opportunity for public comments. Work Sessions are referred to as “Workshops” or “Study Sessions” by some jurisdictions.

BUSINESS MEETINGS

Business Meetings follow a very formal and specific format. During a Regular Business Meeting City Council Members make a formal vote on items that were discussed at a previous Work Session, adopt previous meeting minutes, and present proclamations and resolutions. During Regular Business Meetings members of the public have an opportunity during the 'Citizen Comments' portion of the agenda to make a comment to the Council on any topic.

OTHER MEETINGS

Periodically the City Council holds other meetings such as Special Work Sessions and Special Business Meetings. During these meetings, only the items listed on the agenda may be discussed.

PUBLIC HEARINGS

Public Hearings may be held during Regular Business Meetings or Special Business Meetings, and allow the public to attend and make a comment regarding the specific topic of the public hearing.

Table One—Comparison to other city meeting schedules:

City	Meeting Dates/Times	Committee structure/schedule
Blaine	Business Meetings held on the second and fourth Monday of each month at 6:00pm. Study Session/Committee of the Whole scheduled as needed.	Two Councilmembers serve on a Public Works and Park Advisory Board that includes several citizens and meets monthly at 9:00am.

City	Meeting Dates/Times	Committee structure/schedule
Burlington	Business Meetings held on the second and fourth Thursdays of each month at 7:00pm.	Audit & Finance Committee meets second and fourth Thursday at 4:00 pm. Land Use Committee meets as needed. Public Safety Committee meets second Tuesday at 4:00 pm. Public Works Committee meets Third Tuesday at 4:00 pm.
Duvall	Business Meetings held on the first and third Tuesdays of each month at 7:00pm. Committee of the whole meets before the meeting at 5:30 pm. (sometimes cancelled.	No committees
Lake Stevens	Business Meetings held on the second and fourth Tuesdays of each month at 6:00pm. Work Sessions held on the first and third Tuesday, as needed.	No committees
Ridgefield	Business Meetings held Second and fourth Thursday of each month, the first and third Thursday in November and December at 6:30 pm. Study Sessions at 5:30 pm prior to council meeting as needed.	No committees
Sequim	Business Meeting held the second and fourth Mondays at 6:00 pm.	Often hold work session before regular meetings at 5:00 pm.

City	Meeting Dates/Times	Committee structure/schedule
Snoqualmie	Business Meetings held on the second and fourth Monday of each month at 7:00pm.	Community Development Committee meets prior to each council meeting at 6:00 pm. Finance Committee meets on the Tuesday prior to each Council Meeting at 6:00 p.m. Parks and Public Works meets on the Tuesday prior to each Council Meeting at 5 p.m. Public Safety meets on the Monday prior to each Council Meeting at 5 p.m.
Snohomish	Business Meetings held on the first and third Tuesdays of each month at 6:00pm..	No Standing Committees *Note, Snohomish adopted an ordinance in 1996, requiring review of committees every two years.
Arlington	Business Meetings held on the first and third Mondays of each month at 6:00pm. Workshops held on the second and fourth Mondays of each month at 6:00pm.	No committees
Marysville	Regular Meetings are held on the second and fourth Mondays of each month at 7:00pm. Work Sessions are held the first Monday of each Month at 7:00pm.	Finance Committee second Thursday at 11:30 am.
Sultan	Regular Meetings 7:00 pm the second and fourth Thursday of the month from January through October, and the first and third Thursday of the month from November through December at 7:00pm.	No committees

City	Meeting Dates/Times	Committee structure/schedule
Monroe	Business Meetings held on the second and fourth Tuesdays of each month at 7:00pm. Study Sessions held on the third Tuesday. The first and fifth Tuesdays are reserved for Special meetings, such as workshops or retreats.	Finance/HR-6:00pm third Thursdays. Public Safety-6:00 pm Second Tuesday of February, April, June, September, and December. Legislative-6:00 pm Second Tuesday of January, March, May, July, and October. Transportation/Planning, Parks & Recreation, and Public Works-6:00 pm Fourth Tuesday of each month.
Edmonds	Regular meetings the first, second and fourth Tuesday at 7:00pm.	Committees meet the third Tuesday each month: Parks & Public Works – 1:30pm. Public Safety, Planning, Human Services & Personnel – 3:30pm. Finance - 5:30pm.
Lynnwood	Business Meetings held on the second and fourth Mondays of each month at 6:00pm. Work sessions on the 1st and 3rd Mondays and 3rd Wednesdays of the month at 6:00 pm.	Finance Committee meets on the 3 rd Wednesday of the month at 3:30, except August and December. Three Councilmembers serve on the committee.

ATTACHMENT A

CITY OF STANWOOD WASHINGTON

ORDINANCE NO. 1546

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE (SMC) TITLE 2 - PERSONNEL, AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, amendments to Title 2, Personnel, adopts new provisions regarding council meeting schedule, and

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

Section 1. Code Revisions. The Stanwood Municipal Code is hereby revised as follows:

- A. Stanwood Municipal Code Title 2, Personnel, 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 by the Stanwood City Council this ____ day of _____ 2025.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____
Effective Date: _____

Exhibit A

Title 2 Personnel

Chapter 2.02 City Council2

2.02 City Council

2.02.020 Council positions.

In accordance with RCW 35A.12.010, the City Council has seven council member positions.

2.02.040 Mayor pro tempore

Annually, at the first meeting of the City Council, the members thereof must choose a councilmember for the position of mayor pro tempore. In addition to the powers conferred upon that councilmember as mayor pro tempore, that councilmember continues to have all the rights, privileges, and immunities of every other member of the council.

2.02.050 Meetings—Schedule

- (1) Per RCW 42.30.070, the City Council's regular meeting schedule is the first, second and fourth Thursdays of each month at 7:00 p.m., except that when the date for any regular meeting of the City Council falls upon a day designated by law as a legal or national holiday, that meeting must be held at the same hour on the preceding Monday if it is not a holiday. The meeting on the first Thursday of each month shall be reserved for workshops.
- (2) Scheduled City Council meetings may be canceled consistent with the City Council's adopted rules of procedure.
- (3) Special meetings of the City Council may be scheduled by the mayor or council according to the City Council rules of procedure and RCW 35A.12.110 and 42.30.080.

2.02.060 Meetings—Location.

- (1) The City Council must hold its meetings at the Stanwood Camano School District Administration Building, located at 26920 Pioneer Highway, Stanwood, Washington, unless:

- (a) Notice has been given for a special meeting that states an alternate location; or
 - (b) The meeting is convened at the regular location and then moved to another location for review of city business, or for the convenience of the council.
- (2) Remote participation in City Council meetings must be consistent with the City Council's rules of procedure. Consistent with RCW Chapter 42.30, the City Council must also offer a physical location for observation of its meetings.

2.02.070 Meetings—Notice of agenda

- (1) The City Clerk must notify the public of the preliminary agenda for a forthcoming city council meeting by posting the agenda at least 24 hours before the meeting:
- (a) to the City website, consistent with RCW 42.30.077; and
 - (b) in a prominent location at the following public places:
 - (i) Stanwood City Hall, 10220 270th St. NW, Stanwood, WA 98292;
 - (ii) Stanwood Police Station, 8727 271st NW, Stanwood WA 98292;
 - (iii) Stanwood City Library, 9701 271st St. NW, Stanwood, WA 98292;
 - (iv) Stanwood Post Office, 9229 271st St. NW, Stanwood, WA 98292.
- (2) Nothing in this section prohibits subsequent modifications to agendas nor invalidates any otherwise legal action taken at a meeting where the agenda was not posted in accordance with this section.

2.02.080 Rules of procedure.

The City Council may adopt rules to govern the conduct of its meetings and affairs by resolution.

2.02.090 Compensation and reimbursement.

- (1) Default compensation. The compensation of councilmembers must be determined by the salary commission pursuant to SMC Chapter 2.20.
- (2) Mayor pro tem. In the event of the absence of the mayor for a period of 30 days or longer, the mayor pro tempore is entitled to receive the mayor's compensation for the duration of said absence
- (3) Expenses. Each councilmember may be reimbursed for actual expenses incurred in the discharge of the councilmember's official duties upon presentation of a claim therefore, after allowance and approval by motion of the city council.
- (4) Waiver and election not to receive compensation. A councilmember may waive all or any portion of that councilmember's salary during that councilmember's term of office.
- (a) Notice of waiver must be:
 - (i) In writing and delivered to the finance director prior to the effective date of such waiver; and
 - (ii) Signed by the council member and their spouse, if married, as required by RCW 49.48.100. Signatures must be acknowledged by a notary public.
 - (b) A waiver is only effective for salary earned starting on the effective date of the waiver.
 - (c) A waiver continues in effect until withdrawn in writing, signed by the councilmember and the councilmember's spouse, and delivered to the finance director.