

# **City of Stanwood**



## **City Council Packet**

### **Stanwood City Council Regular Meeting**

**Thursday, March 27, 2025**



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**March 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. Lincoln Hill High School Update – Student Representative Luke Hoffman
- 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](mailto:cityclerk@stanwood.wa.us) by 12:00 p.m. the day of the meeting.
- 6. STAFF / DEPARTMENT REPORTS**
- 7. COUNCIL COMMITTEE REPORTS**
  - a. Community Development Committee Meeting Minutes – March 3, 2025 [7.1](#)
  - b. Parks and Trails Advisory Committee Meeting Minutes – January 21, 2025 [7.3](#)
  - c. Public Safety Committee Meeting Minutes – March 13, 2025 [7.7](#)
- 8. CONSENT AGENDA**
  - a. Approve Vouchers and Payroll Checks [8.1](#)
  - b. Approve City Council Regular Meeting Minutes – March 13, 2025 [8.7](#)
  - c. Authorize the Mayor to Sign a grant Agreement with Snohomish County for the Heritage Park Dugout Enclosure [8.11](#)
- 9. UNFINISHED BUSINESS**
- 10. PUBLIC HEARING**
- 11. NEW BUSINESS**
  - a. Authorize the Mayor to Sign a Task Order with Bonner Electric for the Ovenell Power Project [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, April 10, 2025 City Council Meeting 7:00 pm  
Thursday, April 24, 2025 City Council Meeting 7:00 pm



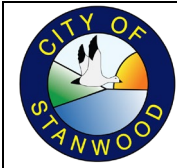
**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7a  
**DATE:** March 27, 2025  
**SUBJECT:** Community Development Committee Meeting Minutes  
**CONTACT PERSON:** Patricia Love, Community Development Director  
**ATTACHMENTS:** A – March 6, 2025, Meeting Minutes

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**SUMMARY STATEMENT:**

Minutes from the March 6, 2025, Community Development Committee Meeting are attached to this staff report for approval as presented.



Community Development Committee  
Meeting Minutes  
Thursday, March 6, 2025 | 5:00 pm

**Council Members Present:** Dani Gaumond, Steve Shepro, Tim Schmitt

**Staff Present:** Patricia Love, Audrey Rotrock

**Others Present:**

Steve Shepro called the meeting to order at 5:00 p.m.

**1. Election of Committee Chair**

The Committee unanimously elected Steve Shepro as the Committee Chair.

**2. Brick Road and Cedarhome Drive Redesign**

The Committee would like to see the brick road on 270<sup>th</sup> Street repaired with real brick instead of stamped concrete. Consider adding the repair of the brick portion of Cedarhome Drive to the CIP list. The Committee likes the idea of making the eastbound traffic lane at the intersection of 270<sup>th</sup> Street and 102<sup>nd</sup> Avenue a right turn only lane. This could be implemented before the redesign begins. The Committee would also like to allow for art in the Camano triangle on the brick road.

**3. Multimodal Level of Service**

Staff updated the Committee on the implementation of the multimodal Level of Service (LOS). It will include options for bicycles, sidewalks, transit, and more. Staff will bring recommendations to the Committee from traffic consultants once they begin their analysis. Consider adding a stop sign before the railroad tracks for eastbound traffic on 271<sup>st</sup> Street. Move the stop sign closer to the Triangle Drive intersection to shorten the distance of left turns. Consider repairing the stairway at Triangle Drive.

**4. Meadowhawk Final Plat**

The Committee would like to continue to receive updates on final plats, even though they are now an administrative procedure, to keep informed of projects happening around town.

**Adjourn: 6:05 p.m.**





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

**ITEM NUMBER:** 7b

**DATE:** March 27, 2025

**SUBJECT:** Parks and Trails Advisory Committee Meeting Minutes

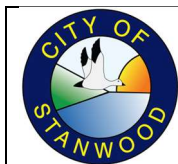
**CONTACT PERSON:** Carly Ruacho, Parks Manager

**ATTACHMENTS:** A – January 21, 2025 Meeting Minutes

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### **SUMMARY STATEMENT**

Minutes from the January 21, 2025 Parks and Trails Advisory Committee meeting are attached to this staff report for approval as presented.



## Parks and Trails Advisory Committee Meeting Minutes January 21, 2025

### 1. Call to Order/Roll Call: 3:11 PM

### 2. Bid Opening – Church Creek Park Upper Trail Construction

Committee attended the bid opening for Church Creek Park Upper Trail Construction. 18 bids were received and reviewed. The engineer's estimate for the project is \$180,000. The apparent low bid was Reaper Construction with a total bid price of \$125,050.00.

### 3. Roll Call

#### Members Present:

Peter Kamb  
Meagen Watne  
Matt Withers  
Lisa Bruce (joined at 4pm)

#### Members Absent:

Judy Williams  
Gordy Holmes  
Dave Hall

#### Others Present:

Carly Ruacho, Parks Planning Manager  
Alan Lytton, City Engineer/CP Manager  
Kevin Pellham, Parks Lead  
Andreena Bergman, City Council Member

### 4. Citizen Comments

None

### 5. Approval of December Meeting Minutes

Tabled originally as there was not a quorum present. Approved later on the agenda after fourth member joined the meeting.

### 4. Church Creek Park Upper Trail Project.

Committee reviewed and discussed the drawings for the new project. The trail consists of the construction of a 5' paved trail pathway north and south along 72<sup>nd</sup> Avenue internally on the Church Creek Park frontage to connect to the parking area, baseball field and the Church Creek Estates neighborhood to the north of the park. The construction start date is still to be determined based on the contractor selected, but will likely be within the next couple of months.

### 5. Heritage Park Paving Project.

Committee reviewed and discussed the proposed paving project plans which include: 1. To/From the new dog park; 2. To/From the pickleball courts from the parking lot; and 3. East/West along the park

frontage from parking lot to second soccer field.

Committee member requests included a paved pedestrian connection between the parking lot and the skate park/pickleball court areas. Also requested was a wider paved area at the “Y” near the dog park so dog walkers can pass with no one having to move off the pavement. Alan reported that the project is anticipated to go out for bid next month with paving happening this summer. Alan clarified that some paving cannot occur prior to the pump track construction due to the risk of damage from heavy machinery needed for that project. Staff explained to the Committee that the portions of paving were decided based on priority and budget. If bids are lower than expected, it may be possible to pave additional trail segments. The budget for this project is \$200,000.

## **7. Park/Trail Updates**

Heritage Park Pump Track – Alan will be speaking with American Ramp Company, the proposed contractor for the pump track project. He will gather pricing and develop a plan, which will then be presented to the council to determine whether the project needs to go out for bid or if the city can proceed directly with American Ramp Company, given their expertise in this type of track. The budget for the project is \$500,000.

Heritage Park Playground – Staff reported that a Request for Proposals is being prepared and will go out soon requesting playground designers to submit several options each for a proposed new playground at Heritage Park. This will replace the existing play equipment which has reached the end of its useful life. The playground will be focused on accessibility and will be designed for equal use by the 2-5 year-old and 5-12 year-old age groups. A community survey is planned to identify the desired equipment types for inclusion in the new playground. The budget for the project is \$500,000.

Church Creek Picnic Shelter – The Committee discussed the potential options for a new picnic shelter at Church Creek Park. The Committee agrees in general that they like the architecture of the current structure. If a more standard building style is chosen, the Committee requests that it reflect the “woody” feel of the Park and represent the uniqueness of the park structure look. The budget for the design and permitting of the structure is \$65,000. Construction is planned for the next budget cycle 2027/2028 with a proposed budget of \$250,000.

## **8. Committee Member Comments**

A committee member requested that the basketball courts be labeled as “covered” in the Heritage Park Master Plan.

## **9. Adjourn: 4:16 PM**

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

**ITEM NUMBER:** 7c  
**DATE:** March 27, 2025  
**SUBJECT:** Public Safety Committee Meeting Minutes  
**CONTACT PERSON:** Jason Toner, Police Chief  
**ATTACHMENTS:** A – Safety Committee Meeting Minutes - March 13, 2025

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### **SUMMARY STATEMENT**

The minutes of the March 13, 2025, Public Safety Committee Meeting are attached to this staff report for approval as presented.



## STANWOOD

# PUBLIC SAFETY COMMITTEE

## Meeting Minutes

*March 13, 2025*

**LOCATION:** School Admin Bldg., 26920 Pioneer Hwy Stanwood WA

**ATTENDANCE:**

- City Council Members - Marcus Metz, Andreena Bergman, and Robert Hicks
- Stanwood Police - Chief Jason Toner
- North County Regional Fire - Chief Dave Kraski

**CALLED TO ORDER:** Meeting Called to Order at 6:03 pm

**DISCUSSION:**

**Fire**

- Chief Kraski a recent fire fatality just outside of Stanwood, involving an RV.
- NCF is fully staffed, even with a large departure of part-time employees. Current staffing is 80 full time and 30 part-time employees.
- Contract negotiations are in full swing.
- Response times are under 5 minutes in Stanwood for Fire and Emergency Services.
- NCF is close to completing their 5-year strategic plan
- Chief Kraski expects to be sworn in as the new Chief of NSF at the next Fire Commission meeting and thanked Chief Cermak for his dedication and service to the Stanwood Community.

**Police**

- Chief Toner gave an update on the Flock Safety Camera Installations and deployment. Chief Toner added that Flock cameras have already helped Stanwood PD solve a Organized Retail Theft Case.
- Chief Toner gave a legislative update and was mostly pleased with the law enforcement related bills that are going forward this session.
- Chief Toner discussed a string of recent threats at area schools and how police respond and investigate these types of threats.

**Adjourn:** Meeting Adjourned at 6:45



**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 8a

**DATE:** March 27, 2025

**SUBJECT:** Approval of Voucher and Payroll Checks

**CONTACT PERSON:** Amy Bergemeier, Accounting Specialist

**ATTACHMENTS:** A - Voucher Check Detail

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**SUMMARY STATEMENT**

Approve issuance of Washington Federal Bank voucher checks 39337 through 39392 and electronic fund transfers in the amount of \$628,807.13 Approve issuance of Washington Federal payroll electronic fund transfers in the amount of \$409,962.40.

**RECOMMENDED MOTION**

**MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 39337 THROUGH 39392 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$628,807.13. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$409,962.40.**

**CHECK REGISTER****ATTACHMENT A**

City Of Stanwood

Time: 10:46:37 Date: 03/17/2025

03/05/2025 To: 03/17/2025

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| Trans | Date       | Type    | Acct # | Chk # | Claimant                   | Amount   | Memo                                                                                                                                                    |
|-------|------------|---------|--------|-------|----------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1052  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,740.32 | February 2025 Payroll                                                                                                                                   |
| 1053  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,158.76 | February 2025 Payroll                                                                                                                                   |
| 1054  | 03/07/2025 | Payroll | 3      | EFT   |                            | 6,111.25 | February 2025 Payroll                                                                                                                                   |
| 1055  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,029.15 | February 2025 Payroll                                                                                                                                   |
| 1056  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,159.32 | February 2025 Payroll                                                                                                                                   |
| 1057  | 03/07/2025 | Payroll | 3      | EFT   |                            | 548.63   | February 2025 Payroll                                                                                                                                   |
| 1058  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,156.94 | February 2025 Payroll                                                                                                                                   |
| 1059  | 03/07/2025 | Payroll | 3      | EFT   |                            | 1,506.22 | February 2025 Payroll                                                                                                                                   |
| 1060  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,390.66 | February 2025 Payroll                                                                                                                                   |
| 1061  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,329.43 | February 2025 Payroll                                                                                                                                   |
| 1062  | 03/07/2025 | Payroll | 3      | EFT   |                            | 8,300.32 | February 2025 Payroll                                                                                                                                   |
| 1063  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,655.09 | February 2025 Payroll                                                                                                                                   |
| 1064  | 03/07/2025 | Payroll | 3      | EFT   |                            | 2,437.70 | February 2025 Payroll                                                                                                                                   |
| 1065  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,422.39 | February 2025 Payroll                                                                                                                                   |
| 1066  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,700.07 | February 2025 Payroll                                                                                                                                   |
| 1067  | 03/07/2025 | Payroll | 3      | EFT   |                            | 568.73   | February 2025 Payroll                                                                                                                                   |
| 1068  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,230.52 | February 2025 Payroll                                                                                                                                   |
| 1069  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,765.19 | February 2025 Payroll                                                                                                                                   |
| 1070  | 03/07/2025 | Payroll | 3      | EFT   |                            | 572.36   | February 2025 Payroll                                                                                                                                   |
| 1071  | 03/07/2025 | Payroll | 3      | EFT   |                            | 8,123.81 | February 2025 Payroll                                                                                                                                   |
| 1072  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,966.08 | February 2025 Payroll                                                                                                                                   |
| 1073  | 03/07/2025 | Payroll | 3      | EFT   |                            | 2,596.50 | February 2025 Payroll                                                                                                                                   |
| 1074  | 03/07/2025 | Payroll | 3      | EFT   |                            | 6,694.87 | February 2025 Payroll                                                                                                                                   |
| 1075  | 03/07/2025 | Payroll | 3      | EFT   |                            | 7,402.45 | February 2025 Payroll                                                                                                                                   |
| 1076  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,778.69 | February 2025 Payroll                                                                                                                                   |
| 1077  | 03/07/2025 | Payroll | 3      | EFT   |                            | 568.63   | February 2025 Payroll                                                                                                                                   |
| 1078  | 03/07/2025 | Payroll | 3      | EFT   |                            | 7,460.01 | February 2025 Payroll                                                                                                                                   |
| 1079  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,147.17 | February 2025 Payroll                                                                                                                                   |
| 1080  | 03/07/2025 | Payroll | 3      | EFT   |                            | 518.63   | February 2025 Payroll                                                                                                                                   |
| 1081  | 03/07/2025 | Payroll | 3      | EFT   |                            | 2,722.38 | February 2025 Payroll                                                                                                                                   |
| 1082  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,649.46 | February 2025 Payroll                                                                                                                                   |
| 1083  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,014.50 | February 2025 Payroll                                                                                                                                   |
| 1084  | 03/07/2025 | Payroll | 3      | EFT   |                            | 2,074.10 | February 2025 Payroll                                                                                                                                   |
| 1085  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,938.52 | February 2025 Payroll                                                                                                                                   |
| 1086  | 03/07/2025 | Payroll | 3      | EFT   |                            | 568.73   | February 2025 Payroll                                                                                                                                   |
| 1087  | 03/07/2025 | Payroll | 3      | EFT   |                            | 3,368.31 | February 2025 Payroll                                                                                                                                   |
| 1088  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,938.74 | February 2025 Payroll                                                                                                                                   |
| 1089  | 03/07/2025 | Payroll | 3      | EFT   |                            | 568.73   | February 2025 Payroll                                                                                                                                   |
| 1090  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,450.58 | February 2025 Payroll                                                                                                                                   |
| 1091  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,739.12 | February 2025 Payroll                                                                                                                                   |
| 1092  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,430.63 | February 2025 Payroll                                                                                                                                   |
| 1093  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,226.12 | February 2025 Payroll                                                                                                                                   |
| 1094  | 03/07/2025 | Payroll | 3      | EFT   |                            | 4,690.06 | February 2025 Payroll                                                                                                                                   |
| 1095  | 03/07/2025 | Payroll | 3      | EFT   |                            | 7,333.39 | February 2025 Payroll                                                                                                                                   |
| 1096  | 03/07/2025 | Payroll | 3      | EFT   |                            | 5,312.33 | February 2025 Payroll                                                                                                                                   |
| 1097  | 03/07/2025 | Payroll | 3      | EFT   | AFLAC                      | 259.87   | Pay Cycle(s) 03/07/2025 To<br>03/07/2025 - AFLAC, Pre-Tax; Pay<br>Cycle(s) 03/07/2025 To 03/07/2025<br>- AFLAC, Post-Tax                                |
| 1098  | 03/07/2025 | Payroll | 3      | EFT   | AWC Employee Benefit Trust |          | Need to update amounts, last<br>minute correction                                                                                                       |
| 1099  | 03/07/2025 | Payroll | 3      | EFT   | Colonial Life Insurance    | 66.75    | Pay Cycle(s) 03/07/2025 To<br>03/07/2025 - Colonial Life<br>Insurance                                                                                   |
| 1100  | 03/07/2025 | Payroll | 3      | EFT   | Great-West Life & Annuity  | 4,938.00 | Pay Cycle(s) 03/07/2025 To<br>03/07/2025 - 457 - Empower<br>(Mass Mutual); Pay Cycle(s)<br>03/07/2025 To 03/07/2025 - Roth<br>457(b)Empower(MassMutual) |

# CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 10:46:37 Date: 03/17/2025

03/05/2025 To: 03/17/2025

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| Trans | Date       | Type    | Acct # | Chk # | Claimant                                      | Amount     | Memo                                                                                                                                                                                                     |
|-------|------------|---------|--------|-------|-----------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1101  | 03/07/2025 | Payroll | 3      | EFT   | HSA Bank                                      | 712.50     | Pay Cycle(s) 03/07/2025 To 03/07/2025 - HSA Contributions ER; Pay Cycle(s) 03/07/2025 To 03/07/2025 - HSA Contributions EE                                                                               |
| 1102  | 03/07/2025 | Payroll | 3      | EFT   | Internal Revenue Service (941)                | 86,754.95  | 941 Deposit for Pay Cycle(s) 03/07/2025 - 03/07/2025                                                                                                                                                     |
| 1103  | 03/07/2025 | Payroll | 3      | EFT   | Legal Shield                                  | 63.85      | Pay Cycle(s) 03/07/2025 To 03/07/2025 - Legal Shield                                                                                                                                                     |
| 1104  | 03/07/2025 | Payroll | 3      | EFT   | Mission Square Retirement                     | 3,162.37   | Pay Cycle(s) 03/07/2025 To 03/07/2025 - 457 - Mission Square Ret(ICMA)                                                                                                                                   |
| 1105  | 03/07/2025 | Payroll | 3      | EFT   | Navia Benefits                                | 550.00     | Pay Cycle(s) 03/07/2025 To 03/07/2025 - Navia Limited FSA                                                                                                                                                |
| 1106  | 03/07/2025 | Payroll | 3      | EFT   | Western Conference of Teamsters Pension Trust | 2,530.37   | Pay Cycle(s) 03/07/2025 To 03/07/2025 - WCTPP Contributions                                                                                                                                              |
| 1107  | 03/07/2025 | Payroll | 3      | EFT   | Teamsters Union Local 231                     | 2,055.00   | Pay Cycle(s) 03/07/2025 To 03/07/2025 - Teamsters Dues                                                                                                                                                   |
| 1108  | 03/07/2025 | Payroll | 3      | EFT   | WA St Department Of Retirement Systems        | 54,407.95  | Pay Cycle(s) 03/07/2025 To 03/07/2025 - PERS 2; Pay Cycle(s) 03/07/2025 To 03/07/2025 - PERS 3; Pay Cycle(s) 03/07/2025 To 03/07/2025 - 457 - DRS (DCP); Pay Cycle(s) 03/07/2025 To 03/07/2025 - Roth 45 |
| 1109  | 03/07/2025 | Payroll | 3      | EFT   | Washington Teamsters Welfare Trust            | 41,354.00  | Pay Cycle(s) 03/07/2025 To 03/07/2025 - Teamsters Dental; Pay Cycle(s) 03/07/2025 To 03/07/2025 - Teamsters Medical                                                                                      |
| 1223  | 03/07/2025 | Payroll | 3      | EFT   | AWC Employee Benefit Trust                    | 29,041.20  | Pay Cycle(s) 03/07/2025 To 03/07/2025 - AWC - Health First 250; Pay Cycle(s) 03/07/2025 To 03/07/2025 - AWC - Dental J; Pay Cycle(s) 03/07/2025 To 03/07/2025 - AWC - Vision; Pay Cycle(s) 03/07/2025 To |
| 1235  | 03/13/2025 | Claims  | 3      | EFT   | Atwell, LLC                                   | 4,380.00   | City of Stanwood                                                                                                                                                                                         |
| 1236  | 03/13/2025 | Claims  | 3      | EFT   | Edward A Avila                                | 275.00     | City of Stanwood                                                                                                                                                                                         |
| 1237  | 03/13/2025 | Claims  | 3      | EFT   | BHC Consultants, LLC                          | 948.95     | City of Stanwood                                                                                                                                                                                         |
| 1238  | 03/13/2025 | Claims  | 3      | EFT   | CDI                                           | 3,557.72   | City of Stanwood                                                                                                                                                                                         |
| 1239  | 03/13/2025 | Claims  | 3      | EFT   | Cascade Septic Pumping, LLC                   | 523.85     | City of Stanwood                                                                                                                                                                                         |
| 1240  | 03/13/2025 | Claims  | 3      | EFT   | Cues, Inc.                                    | 1,125.79   | City of Stanwood                                                                                                                                                                                         |
| 1241  | 03/13/2025 | Claims  | 3      | EFT   | ESRI, Inc.                                    | 4,760.27   | City of Stanwood 471802                                                                                                                                                                                  |
| 1242  | 03/13/2025 | Claims  | 3      | EFT   | Michael B Evans                               | 29.50      | City of Stanwood                                                                                                                                                                                         |
| 1243  | 03/13/2025 | Claims  | 3      | EFT   | Flock Group, Inc.                             | 12,023.00  | City of Stanwood                                                                                                                                                                                         |
| 1244  | 03/13/2025 | Claims  | 3      | EFT   | ICONIX Waterworks (US) Inc.                   | 231.04     | CITSTA                                                                                                                                                                                                   |
| 1245  | 03/13/2025 | Claims  | 3      | EFT   | ICONIX Waterworks (US) Inc.                   | 13.65      | CITSTA                                                                                                                                                                                                   |
| 1246  | 03/13/2025 | Claims  | 3      | EFT   | Scott R Justesen                              | 110.00     | City of Stanwood                                                                                                                                                                                         |
| 1247  | 03/13/2025 | Claims  | 3      | EFT   | Konnerup Construction Inc                     | 70,825.59  | City of Stanwood                                                                                                                                                                                         |
| 1248  | 03/13/2025 | Claims  | 3      | EFT   | Lankford Associates, Inc.                     | 1,160.00   | City of Stanwood                                                                                                                                                                                         |
| 1249  | 03/13/2025 | Claims  | 3      | EFT   | Maul Foster Alongi, Inc.                      | 1,517.50   | City of Stanwood                                                                                                                                                                                         |
| 1250  | 03/13/2025 | Claims  | 3      | EFT   | Neptune General Contractors                   | 222,386.14 | City of Stanwood                                                                                                                                                                                         |
| 1251  | 03/13/2025 | Claims  | 3      | EFT   | Kevin J Pellham                               | 136.00     | City of Stanwood                                                                                                                                                                                         |
| 1252  | 03/13/2025 | Claims  | 3      | EFT   | Snohomish County Public Def Association       | 5,148.00   | City of Stanwood; City of Stanwood                                                                                                                                                                       |
| 1253  | 03/13/2025 | Claims  | 3      | EFT   | Strategies 360 Inc                            | 2,000.00   | City of Stanwood                                                                                                                                                                                         |

# CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 10:46:37 Date: 03/17/2025

03/05/2025 To: 03/17/2025

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| Trans | Date       | Type   | Acct # | Chk # | Claimant                                 | Amount    | Memo                                                                                          |
|-------|------------|--------|--------|-------|------------------------------------------|-----------|-----------------------------------------------------------------------------------------------|
| 1254  | 03/13/2025 | Claims | 3      | EFT   | TMG Services Inc                         | 63,961.01 | 1920010; 1920010; 1920010; 1920010; 1920010                                                   |
| 1255  | 03/13/2025 | Claims | 3      | EFT   | Thompson Guildner & Associates Inc. P.S. | 6,521.60  | City of Stanwood                                                                              |
| 1256  | 03/13/2025 | Claims | 3      | EFT   | Vestis                                   | 52.68     | 937963000                                                                                     |
| 1257  | 03/13/2025 | Claims | 3      | EFT   | Vestis                                   | 52.68     | 937963000                                                                                     |
| 1258  | 03/13/2025 | Claims | 3      | EFT   | Vestis                                   | 52.68     | 937963000                                                                                     |
| 1259  | 03/13/2025 | Claims | 3      | 39337 | Badger Meter, Inc                        | 188.28    | 460708                                                                                        |
| 1260  | 03/13/2025 | Claims | 3      | 39338 | Cascade Natural Gas Corp                 | 2,807.04  | 931 607 9072 6; 839 440 0000 5; 953 540 0000 2; 127 540 0000 3; 498 440 0000 7; 68 440 0000 4 |
| 1261  | 03/13/2025 | Claims | 3      | 39339 | Dataquest, LLC                           | 196.75    | CITYSTA                                                                                       |
| 1262  | 03/13/2025 | Claims | 3      | 39340 | Environment Control of North Seattle Inc | 6,462.72  | City of Stanwood 257778; Cityof Stanwood 257778; City of Stanwood 257778                      |
| 1263  | 03/13/2025 | Claims | 3      | 39341 | Freightliner Northwest                   | 226.17    | 315137                                                                                        |
| 1264  | 03/13/2025 | Claims | 3      | 39342 | General Code, LLC                        | 154.12    | ST4659                                                                                        |
| 1265  | 03/13/2025 | Claims | 3      | 39343 | General Pacific, Inc.                    | 21,334.27 | 101681                                                                                        |
| 1266  | 03/13/2025 | Claims | 3      | 39344 | Gray & Osborne Inc                       | 40,191.46 | City of Stanwood; City of Stanwood                                                            |
| 1267  | 03/13/2025 | Claims | 3      | 39345 | Hamilton Lumber & Rentals                | 321.26    | City of Stanwood; City of Stanwood 66                                                         |
| 1268  | 03/13/2025 | Claims | 3      | 39346 | Harmsen LLC                              | 22,350.71 | City of Stanwood CHRM-0322                                                                    |
| 1269  | 03/13/2025 | Claims | 3      | 39347 | Curtis Weingel                           | 20.00     | 06 2540 29 - 27023 102ND DR NW                                                                |
| 1270  | 03/13/2025 | Claims | 3      | 39348 | KPG psomas                               | 16,763.70 | City of Stanwood                                                                              |
| 1271  | 03/13/2025 | Claims | 3      | 39349 | Lenz Enterprises, Inc.                   | 841.29    | City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood      |
| 1272  | 03/13/2025 | Claims | 3      | 39350 | Les Schwab Tire Centers                  | 65.42     | S34-00006                                                                                     |
| 1273  | 03/13/2025 | Claims | 3      | 39351 | NCL of Wisconsin, Inc.                   | 935.04    | 44599; 44599                                                                                  |
| 1274  | 03/13/2025 | Claims | 3      | 39352 | National Barricade Co LLC                | 823.60    | 4231 Cityof Stanwood; 4231 City of Stanwood                                                   |
| 1275  | 03/13/2025 | Claims | 3      | 39353 | NorthStock, Inc.                         | 192.05    | City of Stanwood                                                                              |
| 1276  | 03/13/2025 | Claims | 3      | 39354 | ODP Business Solutions, LLC              | 117.89    | 36274097; 36274097                                                                            |
| 1277  | 03/13/2025 | Claims | 3      | 39355 | PUD Of Snohomish County *                | 31,940.43 | 200208858; 200128742; 200240505; 200633634; 200592889; 200738672; 200142180; 200367373        |
| 1278  | 03/13/2025 | Claims | 3      | 39356 | Pape' Machinery, Inc.                    | 579.62    | 6109854; 610985                                                                               |
| 1279  | 03/13/2025 | Claims | 3      | 39357 | Petty Cash/ Marcy Mathis -Custodian      | 19.63     |                                                                                               |
| 1280  | 03/13/2025 | Claims | 3      | 39358 | Pitney Bowes Inc- Purchase Power         | 652.17    | 8000-9090-0519-5677                                                                           |
| 1281  | 03/13/2025 | Claims | 3      | 39359 | Proshred Seattle                         | 750.00    | City of Stanwood                                                                              |
| 1282  | 03/13/2025 | Claims | 3      | 39360 | Puget Sound Hardware, Inc                | 1,460.09  | City of Stanwood; City of Stanwood                                                            |
| 1283  | 03/13/2025 | Claims | 3      | 39361 | Quality Controls Corporation             | 2,660.00  | City of Stanwood                                                                              |
| 1284  | 03/13/2025 | Claims | 3      | 39362 | RWC International, LLC Accounts Receivab | 1,538.91  |                                                                                               |
| 1285  | 03/13/2025 | Claims | 3      | 39363 | Refund-Precision Concrete                | 13,197.75 | City of Stanwood                                                                              |
| 1286  | 03/13/2025 | Claims | 3      | 39364 | Republic Services #197                   | 1,208.09  | 3-0197-0080305                                                                                |
| 1287  | 03/13/2025 | Claims | 3      | 39365 | Ricoh USA, Inc-Maint                     | 348.98    | 4250811; 4250811; 4250811; 4250811                                                            |
| 1288  | 03/13/2025 | Claims | 3      | 39366 | Ricoh USA, Inc.                          | 996.38    | 1316669-3800327; 1316669-3800642; 1316669-3887639; 1316669-combined inv                       |
| 1289  | 03/13/2025 | Claims | 3      | 39367 | Safeway                                  | 72.52     | 191483; 191483                                                                                |
| 1290  | 03/13/2025 | Claims | 3      | 39368 | SealMaster Portland                      | 2,431.93  | City of Stanwood                                                                              |

# CHECK REGISTER

ATTACHMENT A

City Of Stanwood

Time: 10:46:37 Date: 03/17/2025

03/05/2025 To: 03/17/2025

Page: 4

| Trans | Date       | Type   | Acct # | Chk # | Claimant                                 | Amount    | Memo                                                                   |
|-------|------------|--------|--------|-------|------------------------------------------|-----------|------------------------------------------------------------------------|
| 1291  | 03/13/2025 | Claims | 3      | 39369 | Seattle Daily Journal of Commerce        | 509.35    | 3941                                                                   |
| 1292  | 03/13/2025 | Claims | 3      | 39370 | Shred-it US JV LLC                       | 47.97     | 1000283524                                                             |
| 1293  | 03/13/2025 | Claims | 3      | 39371 | Skagit Farmers Supply                    | 2,287.05  | 135052; 135052; 135052; 135052; 135052; 135052; 135052                 |
| 1294  | 03/13/2025 | Claims | 3      | 39372 | Skagit Valley Publishing                 | 407.55    | 48893; 48893; 48893                                                    |
| 1295  | 03/13/2025 | Claims | 3      | 39373 | Sno Co Auditor's Office                  | 11,786.25 | City of Stanwood                                                       |
| 1296  | 03/13/2025 | Claims | 3      | 39374 | Sno Co Corrections                       | 3,498.39  | 91-6001368                                                             |
| 1297  | 03/13/2025 | Claims | 3      | 39375 | Snohomish County 911                     | 10,498.08 | City of Stanwood                                                       |
| 1298  | 03/13/2025 | Claims | 3      | 39376 | Stanwood Ace Hardware #14901             | 1,151.69  | 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013   |
| 1299  | 03/13/2025 | Claims | 3      | 39377 | Stanwood Camano Arts Advocacy Commission | 275.00    | City of Stanwood                                                       |
| 1300  | 03/13/2025 | Claims | 3      | 39378 | Stanwood City Utility                    | 5,678.46  | 3184; 3439; 5333; 2964; 2965; 2886; 2741; 2688; 1075; 2749; 4962; 5334 |
| 1301  | 03/13/2025 | Claims | 3      | 39379 | US Bank Na Custody/ Treas Div-Money Ctr  | 75.00     | City of Stanwood xxx717                                                |
| 1302  | 03/13/2025 | Claims | 3      | 39380 | USA Bluebook                             | 1,527.23  | 478228; 478228                                                         |
| 1303  | 03/13/2025 | Claims | 3      | 39381 | Uline                                    | 101.99    | City of Stanwood 9638073                                               |
| 1304  | 03/13/2025 | Claims | 3      | 39382 | Unum Life Insurance                      | 174.00    | 0220603-036 2                                                          |
| 1305  | 03/13/2025 | Claims | 3      | 39383 | Utilities Underground Loc                | 156.60    | 134200                                                                 |
| 1306  | 03/13/2025 | Claims | 3      | 39384 | Verizon Wireless                         | 2,332.22  | 742373248-00001; 372541731-00001                                       |
| 1307  | 03/13/2025 | Claims | 3      | 39385 | WA St Dept of Ecology *                  | 5,515.50  | City of Stanwood                                                       |
| 1308  | 03/13/2025 | Claims | 3      | 39386 | WA St Dept of Transportation *           | 865.30    | 916001509 L; 916001509 L                                               |
| 1309  | 03/13/2025 | Claims | 3      | 39387 | WM Corporate Services, Inc.              | 916.17    | 8-58270-85007                                                          |
| 1310  | 03/13/2025 | Claims | 3      | 39388 | WSDOT- Cashier's Office                  | 397.60    | SW00152380 2                                                           |
| 1311  | 03/13/2025 | Claims | 3      | 39389 | Wave Broadband                           | 437.94    | 031654501-0011341; 3201-0316547-01                                     |
| 1312  | 03/13/2025 | Claims | 3      | 39390 | Western Exterminator Company             | 551.45    | 683591; 683591; 683591                                                 |
| 1313  | 03/13/2025 | Claims | 3      | 39391 | World Kinect Energy Services             | 4,513.78  | AP0100494                                                              |
| 1314  | 03/13/2025 | Claims | 3      | 39392 | Zipty Fiber                              | 1,461.64  | 206-188-0411-053105-5                                                  |

|                                     |            |
|-------------------------------------|------------|
| 001 General Fund                    | 259,139.38 |
| 101 Street Fund                     | 56,763.59  |
| 103 Street Construction Fund        | 41,121.41  |
| 104 Park And Trail Improvement Fund | 73,503.09  |
| 110 Building Improvement Fund       | 12,163.89  |
| 115 Tourism And Marketing           | 6,514.29   |
| 401 Sewer Fund                      | 108,742.97 |
| 403 Sewer Construction Fund         | 13,169.66  |
| 410 Drainage Fund                   | 43,722.78  |
| 411 Drainage Construction Fund      | 229,017.73 |
| 421 Water Fund                      | 83,387.64  |
| 422 Water Construction Fund         | 111,523.10 |

|                                                      |          |              |
|------------------------------------------------------|----------|--------------|
|                                                      | Claims:  | 628,807.13   |
| * Transaction Has Mixed Revenue And Expense Accounts | Payroll: | 409,962.40   |
|                                                      |          | 1,038,769.53 |

**CHECK REGISTER**

ATTACHMENT A

City Of Stanwood

Time: 10:46:37 Date: 03/17/2025

03/05/2025 To: 03/17/2025

Page: 5

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------|------|--------|-------|----------|--------|------|
|-------|------|------|--------|-------|----------|--------|------|

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

( ) Finance Director ( ) Auditing Officer Tim Niebruegge Date: 3/17/2025  
( ) Deputy Finance Director



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

**ITEM NUMBER:** 8b  
**DATE:** March 27, 2025  
**SUBJECT:** City Council Meeting Minutes – March 13, 2025  
**CONTACT PERSON:** Lisa Sokolik, City Clerk  
**ATTACHMENTS:** A – Council Meeting Minutes

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### **SUMMARY STATEMENT**

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

### **RECOMMENDED MOTION**

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

**CITY OF STANWOOD**  
Regular Meeting of the City Council  
March 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 Hicks led the Pledge of Allegiance.

**2. Roll Call**

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

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Human Resource Manager Pat Adams, City Attorney Emily Guildner, Police Chief Jason Toner, City Engineer Alan Lytton, and City Clerk Lisa Sokolik. Utilities Supervisor Leigh Danielson attended via Zoom

**3. Approval of the Agenda**

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

**4. Presentations**

- a. 40-Year Service Award Public Works Director Kevin Hushagen

Mayor Roberts presented Kevin Hushagen a plaque thanking him for his 40-years of service to the City of Stanwood. At 18-years old, Hushagen started in the Parks and Streets department as a part-time employee, he then moved full-time to the Wastewater Division. While earning his wastewater treatment plant certifications, he also studied and received his water treatment plant certifications. Hushagen continued to work hard and was promoted to Utilities Supervisor and then to Director of Public Works overseeing Wastewater, Water, Drainage, Streets, Parks, and Buildings and Grounds.

**5. Public Comment**

No public comments.

**6. Staff / Department Report**

- a. Police Compstat Report – February 2025

**7. Council Committee Reports**

- a. Public Works Committee Meeting Minutes – March 3, 2025

**8. Consent Agenda**

- a. Approve Vouchers and Payroll Checks

b. Approve City Council Regular Meeting Minutes – February 27, 2025

*Motion by Councilmember Metz, second by Councilmember Hicks to approve consent agenda items A. approval of vouchers and payroll checks, and B. approve city council regular meeting minutes for February 27, 2025. **Motion carried unanimously.***

**9. Unfinished Business**

**10. Public Hearing**

**11. New Business**

- a. Authorize the Mayor to Sign a Contract with American Ramp Company for the Heritage Park Pump Track Project

Lytton presented the Pump Track project and the contract with American Ramp Company. This project is listed on the Parks and Trails Advisory Committee's priority list. There are only two other pump tracks in our area, in Marysville and Bellingham, so the pump track should draw citizens from surrounding areas to Stanwood.

Council asked questions:

- What will be installed in the area between the skate park and pump track? Lytton said that area is not part of this project, nothing has been decided yet, but staff is looking at using the area as a viewing platform so parents can watch their kids using the skate park or pump track.
- What is the plan for drainage. Lytton said public works will upgrade drainage before construction starts, by installing a sump pump and a new drainage basin.
- Can skateboarders go on the asphalt track? Lytton answered yes.
- Who repairs the track? Lytton answered that there is a one-year warranty, then public works will make any necessary repairs.

*Motion by Councilmember Metz, second by Councilmember Bergman to authorize the Mayor to execute a contract with American Ramp Company for the Heritage Park pump track project in the amount of \$493,201.95. **Motion carried unanimously.***

**12. Public Closing Comments**

No public closing comments.

**13. Executive/Legislative Reports**

a. Mayor's Report

- Mayor Roberts had an on-air interview with Seattle Rock 99.9 and was asked to be the Grand Marshal of the Shortest Saint Paddy's Day Parade in the world being held here in Stanwood. Parade will be Saturday, March 15<sup>th</sup> at 11:00 a.m.
- Grateful for the new Flock Cameras, officers are using the cameras to help catch individuals committing crimes.
- Will attend the Arlington PUD ribbon cutting on March 22<sup>nd</sup>. The Stanwood PUD location will be closing.

b. City Administrator Report

c. Councilmember's Report/Questions

**14. Executive Session**

No executive session scheduled for this meeting.

**15. Adjourn**

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 7:27 p.m.

CITY OF STANWOOD

ATTEST:

\_\_\_\_\_  
Sid Roberts, Mayor

\_\_\_\_\_  
Lisa Sokolik, City Clerk



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

**ITEM NUMBER:** 8c  
**DATE:** March 27, 2025  
**SUBJECT:** Snohomish County Partnership Projects Funding  
**CONTACT PERSON:** Alan Lytton, City Engineer/Cap. Projects Manager  
**ATTACHMENTS:** A – Interlocal Agreement with Snohomish County

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### **ISSUE**

The issue in front of the City Council is to authorize the Mayor to sign the Interlocal Agreement with the Snohomish County to receive \$46,691 to be used for purchase and installation of dugout enclosure fencing at Heritage Park as well as select site furniture upgrades.

### **RECOMMENDATION**

1. Review the Interlocal Agreement.
2. Authorize the Mayor to sign the agreement for \$46,691.

### **SUMMARY STATEMENT**

Snohomish County included \$1,600,000 of REET II funds, collected pursuant to chapter 82.46 RCW, in the 2025 County budget to be split equally between the five council districts for County/City Partnership Projects to increase recreational opportunities and facility capacity. One of the identified County/City projects is the City's Heritage Park Dugout Enclosure Project.

### **DISCUSSION**

City of Stanwood requested funding to enclose the baseball dugouts at Heritage Park as well as upgrade specific site furnishings. The purpose of these funds will be used to complete the dugout project begun last year with the purchase and installation of covers for the existing dugouts. Project elements include:

- Enclosure fencing for 6 dugouts; and
- 6 new trash cans; and
- 2 new bike racks; and
- 7 ball caddies; and
- 2 removable mounds.

The primary recreation opportunity offered by the project will be Stanwood Camano Little League baseball and softball play. Completing the dugouts as covered and enclosed will provide Little League the ability to host tournaments at Heritage Park as well as better meet the long-term baseball/softball recreation needs for the Stanwood/Camano area.

Upon signature of the Interlocal Agreement, the City will have authorization to begin working on the project. Next steps include ordering and installing the materials/equipment and/or requesting bids for purchase and/or installation of the items. Our goal is to complete the project by late summer / early fall.

### **FINANCIAL IMPACT**

The Interlocal Agreement does not require matching funds from the City. The entirety of the project will be covered by the funds received from Snohomish County.

### **COMMITTEE RECOMMENDATION**

The Parks and Trails Advisory Committee is supportive of the project and recommends that the City accept the funding offered by Snohomish County as outlined in the Interlocal Agreement.

### **CITY COUNCIL OPTIONS**

1. Authorize the Mayor to sign the Interlocal Agreement in the amount of \$46,691.
2. Do not enter into the Interlocal Agreement with Snohomish County and delay completion of dugout enclosures and site furniture upgrades at Heritage Park.

### **RECOMMENDED MOTION**

**“I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY ACCEPTING \$46,691 FOR HERITAGE PARK DUGOUT ENCLOSURES.”**

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD FOR THE HERITAGE PARK DUGOUT ENCLOSURE PROJECT**

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF STANWOOD, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to chapter 39.34 RCW.

**RECITALS**

**A.** The 2024 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

**B.** The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

**C.** Amended Ordinance 24-081, included \$1,600,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

**D.** The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

**E.** Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

**F.** One of the identified Council/City projects is the City’s Heritage Park Dugout Enclosure Project (“the Project”) which will enclosure 6 dugouts, add 6 new trash cans, 2 bike racks, 7 ball caddies, and 2 removable mounds at Heritage Park; and

**G.** Snohomish County has agreed to provide FORTY-SIX THOUSAND SIX HUNDRED NINETY-ONE DOLLARS (\$46,691) of REET II funds (the “Funds”) in support of the Project; and

**H.** The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City’s ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of insurance (Attachment D, attached hereto and incorporated herein by this reference); and

**I.** Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

## **AGREEMENT**

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

### **1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at 9600 276<sup>th</sup> St NW, Stanwood WA 98292 (the "Property").

### **2. Effective Date and Duration.**

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

### **3. Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Rich Patton, Parks Manager  
Snohomish County Parks & Recreation  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6614 phone  
Rich.Patton@snoco.org

City's Initial Administrator:

Carly Ruacho, Parks Planning Manager  
City of Stanwood  
10220 270<sup>th</sup> St NW  
Stanwood, WA 98292  
360-454-5234  
carly.ruacho@ci.stanwood.wa.us

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

### **4. Project Performance.**

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below (the "City's Financial Commitment") and that the Project was included in the City's CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2026, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of, or contributor to, the Project;

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

## **5. Invoicing and Payment.**

5.1 Invoicing. Within thirty days of final completion of the Project or by December 31, 2026, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor, and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during, and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed One Hundred Twenty-Seven Thousand Five Hundred Dollars. In the event the total costs of the Project is less than \$127,000, the County shall only remit those funds necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

**6. Independent Contractor.** The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction, and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

**7. Indemnification/Hold Harmless.**

The City shall assume the risk of liability for damage, loss, costs, and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury, or disability to, or of, any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of, or in connection with, the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

**8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

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

**9. Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the

County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 Self-insured Status. If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

## **10. Compliance with Laws.**

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

## **11. Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **12. Early Termination.**

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2026, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

### **13. Dispute Resolution.**

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

### **14. Notices.**

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

### **15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

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

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

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

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

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

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

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

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign.

**County**

SNOHOMISH COUNTY

**City**

CITY OF STANWOOD

By \_\_\_\_\_  
Title: County Executive      Date

By \_\_\_\_\_  
Title: Mayor      Date

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

\_\_\_\_\_  
Office of the City Attorney      Date

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

**ITEM NUMBER:** 11a  
**DATE:** March 27, 2025  
**SUBJECT:** Ovenell Farm Power  
**CONTACT PERSON:** Alan Lytton, City Engineer  
**ATTACHMENTS:** A – Bonner Electric Fee

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### **PURPOSE**

The purpose of this agenda item is to authorize the Mayor to sign task order with Bonner Electric to install power at Ovenell Farm to include power at the public farm barn, milking barn, and future sign power.

### **BACKGROUND**

The community farm currently leasing City property at Ovenell farm has requested power to run their coolers and assist in their operations. Currently the farm is using propane generators to power their cooler and run their powered equipment. This scope of work would supply their barn with 100 amps of power and 120v receptacles.

The City has also been approached by the school district's farm program to house their pigs at Ovenell, which were previously housed at Johnson Farm. This proposal would also give the northernmost barn 100 amps of power.

The fee includes adding power to a future sign at Ovenell adjacent to the highway. Not included in Bonner's fee is an estimated PUD service fee of \$5,000 to supply power and a meter to the existing utility pole. Public Works will do the trenching and earth work required for the project.

### **CITY COUNCIL OPTIONS**

1. Authorize the Mayor to sign a task order with Bonner Electric to supply power to Ovenell Farm.
2. Send the matter back to Public Works Committee or additional committees for additional review and discussion.
3. Reject the proposal

### **PROPOSED MOTION**

**"I MOVE TO AUTHORIZE THE MAYOR TO SIGN A TASK ORDER WITH BONNER ELECTRIC TO SUPPLY POWER AT OVENELL PARK."**

