

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, July 10, 2025



AGENDA
CITY COUNCIL REGULAR MEETING
July 10, 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. Click this [Zoom link](#) or visit the City's website calendar
<https://www.stanwoodwa.org/calendar>

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENTS**
 - Verbal comments may be provided in-person.
 - Written comments must be provided to the Clerk by 12:00 p.m. the day of the meeting via this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>
 - Remote (online or phone-in) comments can be received by reasonable accommodation only. Any requests for reasonable accommodation for remote participation, must be sent in writing to the City Clerk at cityclerk@stanwood.wa.us by 12:00 p.m. the day of the meeting.
- 6. STAFF / DEPARTMENT REPORTS**
 - Police Compstat Report - June [6.1](#)
- 7. COUNCIL COMMITTEE REPORTS**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks [8.1](#)
 - b. Approve City Council Regular Meeting Minutes – June 30, 2025 [8.5](#)
 - c. Approve City Council Special Workshop Minutes – June 30, 2025 [8.9](#)
- 9. UNFINISHED BUSINESS**
- 10. PUBLIC HEARING**
- 11. NEW BUSINESS**
 - a. Approve the Raplee Property Acquisition [11.1](#)
 - b. Accept the Department of Commerce Grant Addendum No. 2 for the Depot Park Remediation and Authorize the Mayor to Sign a Task Order with Maul Foster and Alongi to Manage the Site Remediation Work [11.31](#)
 - c. Authorize the Mayor to Execute the Purchase of Right-of-Way for the 272nd Street and 72nd Ave Sidewalk Project [11.55](#)
 - d. Discuss Potential Code Amendment Limiting Private Use of Public Right-of-Way
- 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, July 24, 2025 City Council Meeting 7:00 pm
Thursday, Aug 14, 2025 City Council Workshop 5:00 pm
Thursday, Aug 14, 2025 City Council Meeting 7:00 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: **6a**
DATE: July 10, 2025
SUBJECT: Police Compstat Report
CONTACT PERSON: Chief Jason Toner
ATTACHMENTS: A – June 2025 Compstat

SUMMARY STATEMENT

Attached is the June 2025 Compstat Report for council review.

Stanwood Police Department CompStat Report



City of Stanwood Police Chief Jason Toner

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

JUNE 2025

Stanwood Police Department

COMPSTAT REPORT



What is CompStat?

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

What is the benefit to the community?

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

How is data collected?

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

What data will you see in this report?

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

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

Incident data:

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

Case data:

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

JUNE 2025

Stanwood Police Department

POLICE STAFFING



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

DIVISIONS:

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

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

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

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

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

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

	ASSIGNED	VACANCIES	PERCENTAGE
Chief	1	0	100%
Sergeant	2	0	100%
Deputy	5	1	83.5%
School Resource Officer No longer a PD employee - SCSO contract	1	0	100%
Detective	1	0	100%

JUNE 2025

Stanwood Police Department

RECORDS UNIT



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

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

	2025	2024	2023	2022	Year to Date
Public Records Requests	50	46	35	29	200
Concealed Pistol License Issued	30	32	32	46	147
Fingerprinting & Approx Time	16 4.0 hrs	12 3.0 hrs	26 6.5 hrs	39 9.75 hrs	112 28.0 hrs

JUNE 2025

Stanwood Police Department

Message from the Chief



I had a couple of firsts this month. I took an unplanned vacation due to a torn disc in my back and ended up bedridden for two and a half weeks. I've joked with my wife that a torn disc must be more painful than childbirth—after all, she chose to have three children, and I would never choose to experience a torn disc again!

Speaking of those children, we hit a bittersweet milestone last week: I've started teaching my youngest to drive. I'll add that she's already a much better driver at this stage than her older brothers were!

Stanwood-Camano Citizen's Academy:

Stanwood PD is excited to announce we will be hosting the Stanwood-Camano Citizen Academy this fall. The Stanwood Citizen Academy is a nine-session course held in a classroom setting. It combines lectures, demonstrations, and hands-on activities to provide participants with an understanding of the functions and challenges faced by modern law enforcement. Stanwood police officers and Snohomish County Sheriff's Office personnel, who are experts in their fields, will serve as instructors for the academy.

The Citizen Academy meets weekly on Tuesday from 6:00 p.m. to 9:00 p.m. at Fire Station 99 conference room, with the first-class beginning September 16th. Our goal is continuing the positive relationship between the community and the Stanwood Police Department, while answering questions from residents about the department's operations and law enforcement in general.

Smart911:

I would encourage everyone to sign up for Smart 911. This is a free service to all Stanwood-Camano residents. Smart911 allows individuals and families to create a confidential Safety Profile with critical information about their household, medical conditions, property details, vehicles, and emergency contacts. By registering your landline or mobile phone number, your Safety Profile is linked to your device, ensuring that even if you call 9-1-1 from a cell phone during an emergency, dispatchers immediately receive vital details such as your address, household members, medical needs, and other lifesaving information.

This is especially valuable if you are unable to speak or if you are calling from an unfamiliar location. The benefits of Smart911 include faster and more accurate emergency response, personalized assistance for individuals with medical conditions or disabilities, peace of mind knowing important details are available to responders, and nationwide functionality so profiles are accessible in any participating community when you travel. Residents can also choose to receive local emergency alerts to stay informed about severe weather or emergent police activity in the area. Smart911 is easy to use, works with both landlines and mobile phones, and is provided at no cost to help keep Stanwood families safe. To sign up you can go to SMART911.com.

Community Events:

Stanwood PD had a busy weekend supporting a packed calendar of community events. The unofficial start of the festivities was the "Cruise-In." A few warnings were issued, but the event went smoothly overall. The first ever "StanFest" at Church Creek Park was a success, featuring a good-sized crowd, great music, and warm weather. The Twin City Idlers Car Show was also a hit again this year, with fantastic weather, large crowds, and plenty of cool cars.

July will be a quieter month for community events as we focus on finalizing plans for National Night Out, the Stanwood Rotary Parade, and the Stanwood-Camano Fair.

Chief Toner

JUNE 2025

Stanwood Police Department

Detective Report

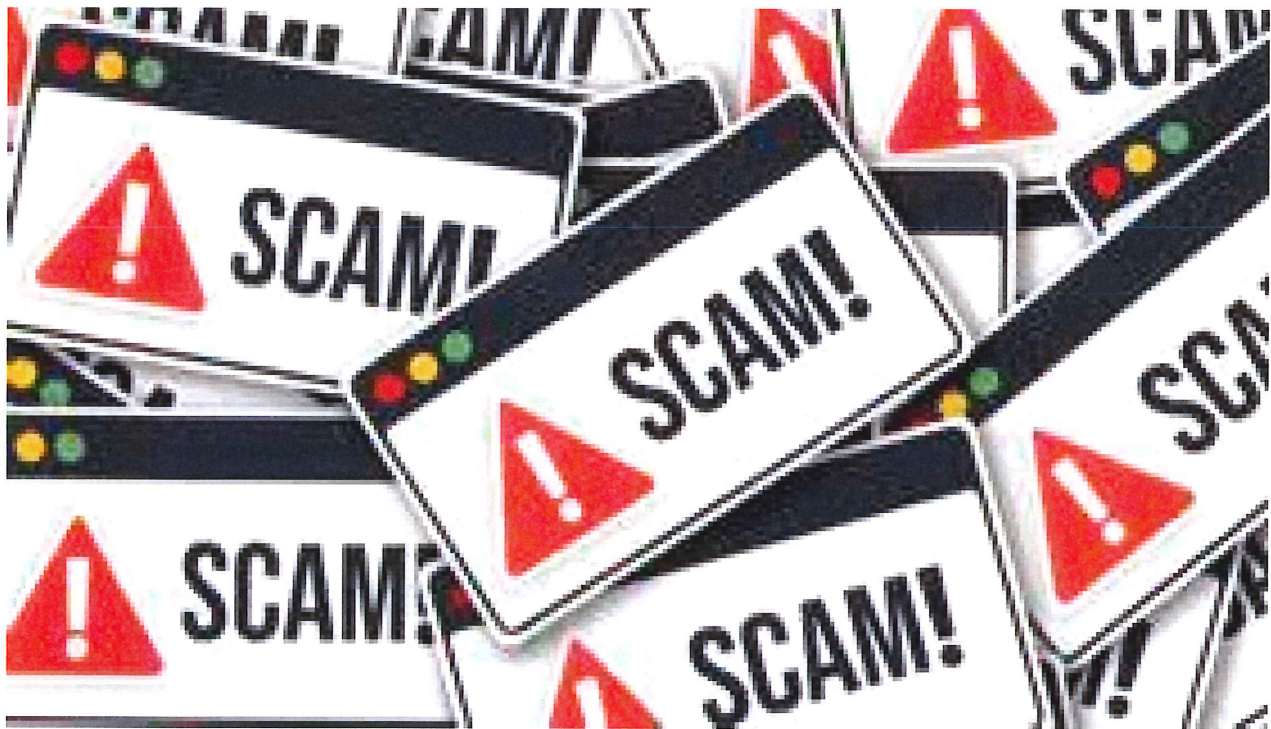


YMCA Presentation Current Scams-Protective Measures

On 06-17-2025 Coastal Community Bank Branch Manager Kirstin Tyner gave a presentation to a group at the Stanwood YMCA covering current scams affecting seniors.

Detective Martin provided resources to identify scams and discussed ways to minimize becoming a victim.

Participants provided examples of their experiences with scammers and agreed share what they learned from the presentation with friends and family.



JUNE 2025



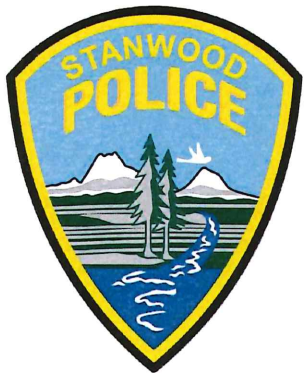
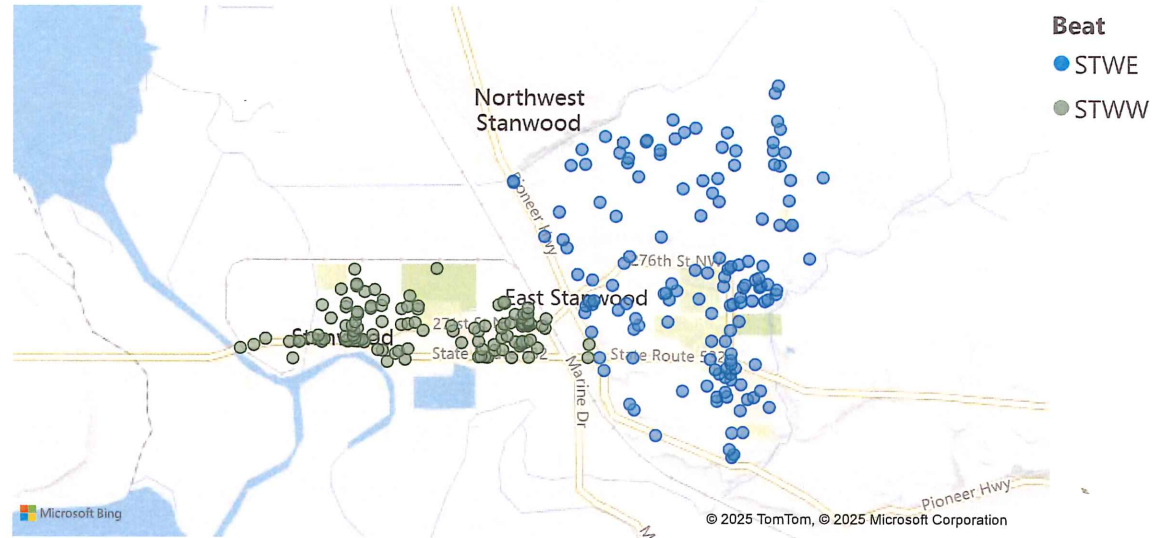
The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggen's, it counts here once.

TOTAL INCIDENTS - inside Stanwood city limits

Total Incident Counts, Past 6 Full Months by Origination Type

Year	911 call	ASAP	Officer-Initiated	Total
2025	15	2034	16	2121
June	3	296	5	308
May	6	375	3	666
April	1	342	1	637
March	1	372	3	821
February	3	356	3	699
January	1	300	1	763
Total	15	2034	16	4178

All incidents Past 1 Month - excludes victim privacy concerning incidents



Year	Abandoned Vehicle	Alarm	Collision	DUI	Elude	TFDr
2025	16	72	103	59	2	
June	2	16	13	6		
May	3	11	15	10	2	
April	2	6	21	8		
March	5	15	23	15		
February	1	14	17	9		
January	3	10	14	11		
Total	16	72	103	59	2	

Year	BHC	Death	Elude	Suicide	TFDrug	Welfare Ch
2025	76	10	2	17	1	
June	5			2	1	
May	19	1	2	2		
April	12	3		1		
March	23	2		5		
February	5	2		4		
January	12	2		3		
Total	76	10	2	17	1	



Tickets Written

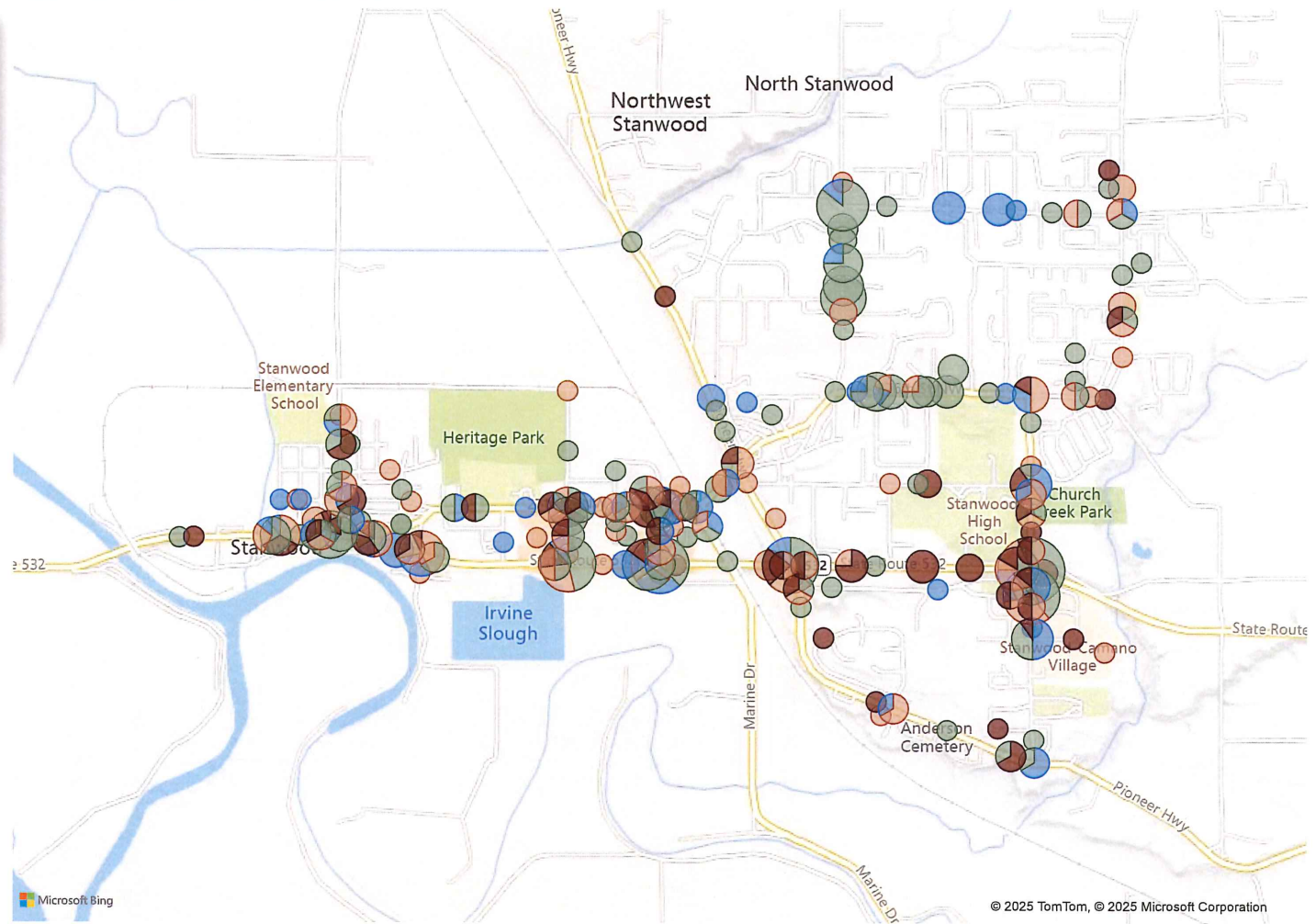
Year ● 2022 ● 2023 ● 2024 ● 2025

Total Tickets

Year	# of Tickets
2025	96
2024	162
2023	286
2022	119
Total	663

Total Violations

Month	2022	2023	2024	2025
January	6	18	20	20
February	8	36	16	26
March	8	16	13	23
April	3	16	24	17
May	9	23	24	34
June	23	30	20	12
July	22	9	20	
August	25	36	10	
September	25	38	27	
October	10	102	26	
November	14	26	17	
December	21	28	26	
Total	174	378	243	132



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



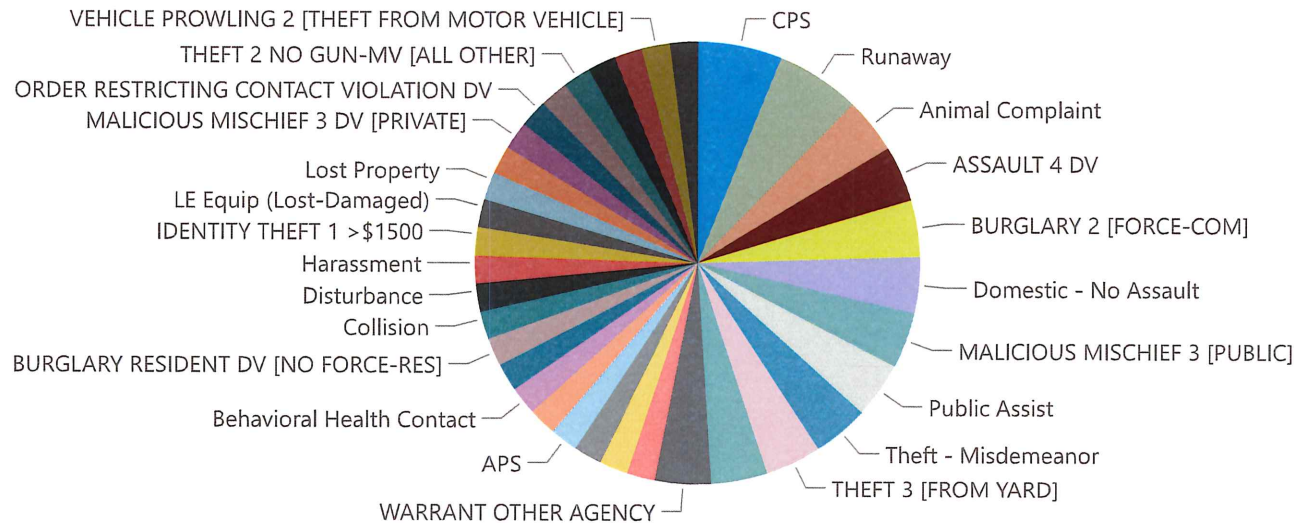
TOTAL CASES

IN THE STW BEAT

Total Cases Written

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2025	62	50	82	51	57	46							347
2024	47	52	64	59	58	63	62	64	58	66	67	55	714
2023	64	53	68	54	68	41	62	58	59	75	60	53	714
2022	38	41	46	58	42	42	56	55	49	55	51	65	598

Previous calendar month, what charges are contained in cases we wrote?





Domestic Related Charges

Domestic Violence cases are not limited just to assault. This chart includes any cases where the statute differentiates between having a domestic relationship component to the crime versus a different statute if the victim and offender are not known to one another.

Year	January	February	March	April	May	June	July	August	September	October	November	December	1
2025													
Domestic - No Assault	6	6	4	4	4	2							
Crime with a DV Component	2	4	4	2	2	4							
ASSAULT 2 DV [PUB OFF-STRONGARM]						1							
2024													
Domestic - No Assault	5	3	4	3	4	5	6	3	3	4	5	3	
Crime with a DV Component	3	3	2	1	2	2	3	10	3	3	5	4	
2023													
Domestic - No Assault	3	7	6	2	2	2	6	8	5	3	6		
Crime with a DV Component		2	2	6	5		3	4	3	2	2	2	
2022													
Domestic - No Assault	1	2	4	3	3	4	4	7	6	7	2	5	
Crime with a DV Component	1	3	3	1	2	3	6	1	6		1	5	

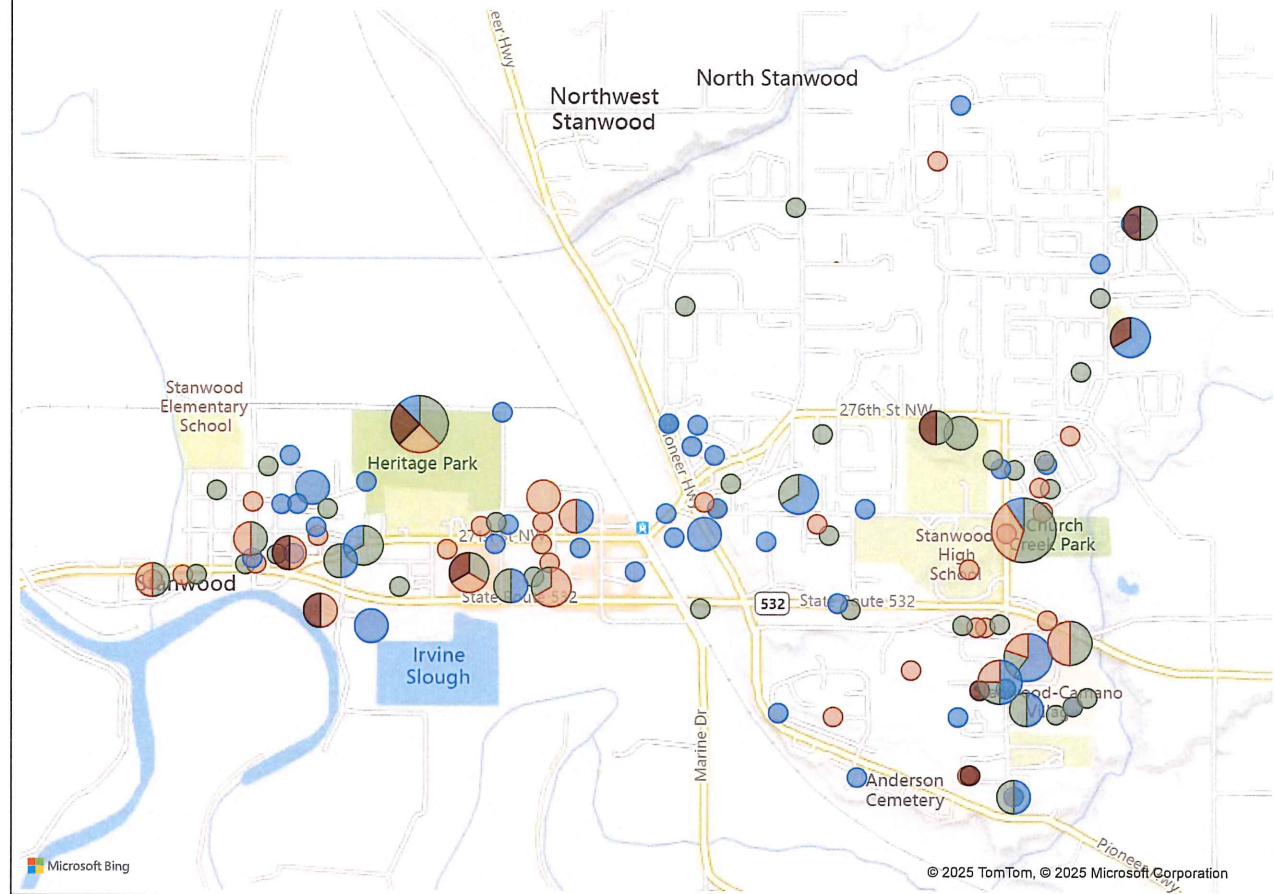


Malicious Mischief CASES excluding any with a DV component

Month	2022	2023	2024	2025
January	4	9	2	3
February	2		2	
March	5	7	3	1
April	7	2	5	4
May	3	5	1	
June	1	4		2
July	10	4	6	
August	4	2	5	
September	6	3	6	
October	3	12	7	
November	9	7	3	
December	3	1	5	
Total	57	56	45	10

Count of CaseNumber by Year, Lat and Lon

Year ● 2022 ● 2023 ● 2024 ● 2025

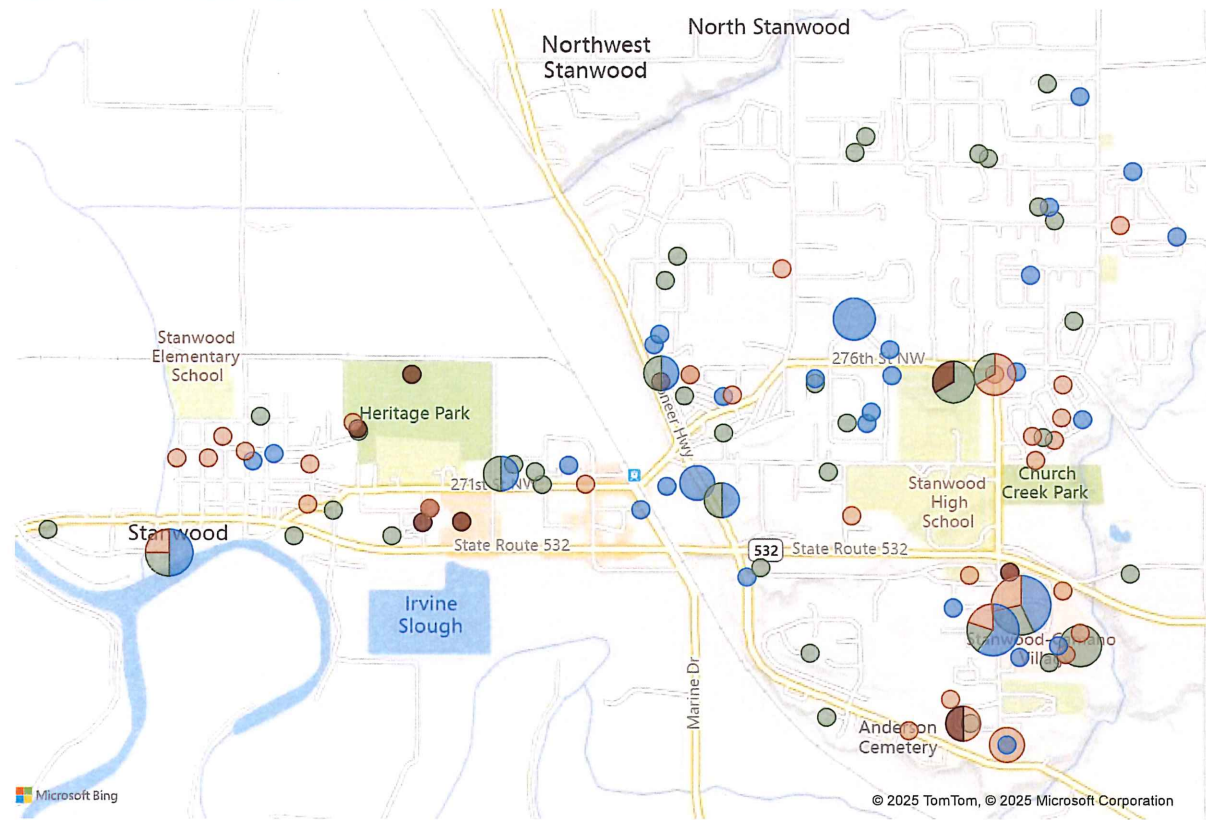




Auto Theft & Vehicle Prowl CASES

Count of CaseNumber by Year, Lat and Lon

Year ● 2022 ● 2023 ● 2024 ● 2025



Auto Thefts & Vehicle Prowls	2022	2023	2024	2025
Vehicle Prowl	29	21	12	2
January	5		1	
February	3	1	4	
March	3	3	1	
April	6	1	2	
May		6		1
June	5	1	2	1
July	2	3		
August	1			
September	1			
October		5	1	
November		1		
December	3		1	
Vehicle Theft	13	26	27	7
January	1	1		3
February	1	3	1	
March		1	1	
April	3	2		3
May	3	1		
June	1	1	2	1
July	1		1	
August			3	
September	1	2	6	
October	1	6	3	
November	1	8	4	
December		1	6	
Total	41	46	37	9

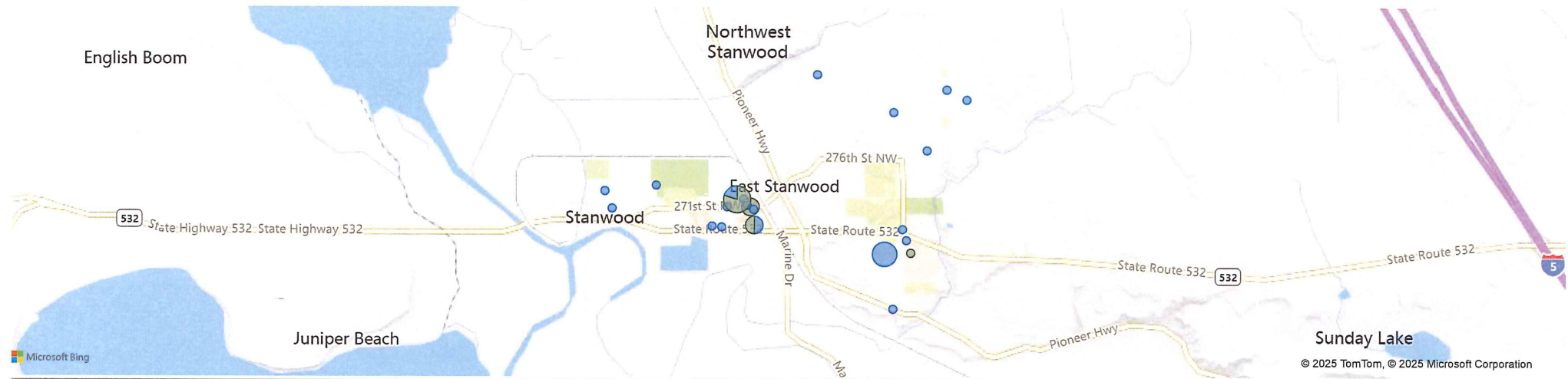


Theft CASES

Thefts	January	February	March	April	May	June	July	August	September	October	November	December	Total
Thrift: Shoplifting & ORT													
2025	2	1	3	1	1								8
2024	2			2	2				1	1		2	10
2023	1	3	1						1	3		2	11
2022	2				1	1		1		2		1	8
Thrift 1, 2, & 3 (not shoplifting)													
2025	7	3	3	1	3	6							23
2024	5	7	8	6	2	2	9	7	8	2	5	3	64
2023	9	4	6	7	8	5	5	1	5	4	4	3	61
2022	5	8	4	9	5	5	12	9	9	6	5	7	84

Cases this Calendar Year

Thefts ● Theft 1, 2, & 3 (not shoplifting) ● Theft: Shoplifting & ORT

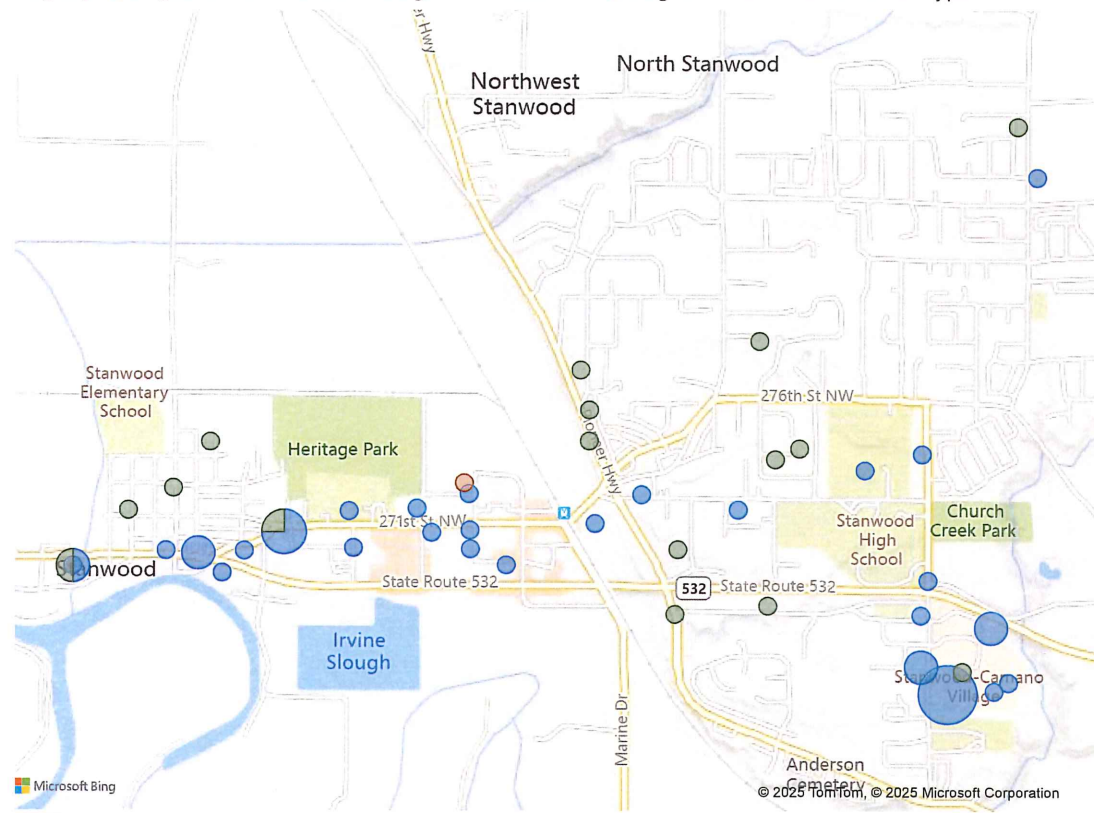




Burglary CASES

Count of CaseNumber by Burglary, Lat and Lon

Burglary ● Burglaries - Commercial ● Burglaries - Residential ● Burglaries - Unknown Structure Type



Burglary	2022	2023	2024	2025
☐ Burglaries - Commercial	17	17	5	7
January	1	2		
February	3	3	2	2
March	1			1
April		2		1
May	1	2		
June	1	2		3
July		2	1	
August	1			
October		1	1	
November	2	3	1	
December	1			
☐ Burglaries - Residential	10	1	4	1
January	1			1
February	1		1	
April	2		1	
May	2		1	
July		1		
August			1	
September	2			
October	1			
December	1			
☐ Burglaries - Unknown Structure Type	1			
August	1			
Total	22	18	9	8

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: July 10, 2025

SUBJECT: Approval of Vendor Claims and Payroll Checks Paid

CONTACT PERSON: Amy Bergemeier, Accounting Specialist

ATTACHMENTS: A - Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank checks 39677 through 39711, and electronic fund transfers in the amount of \$650,565.08 and approve issuance of Washington Federal payroll check and electronic fund transfers in the amount of \$50,050.00

RECOMMENDED MOTION

“I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK CHECKS 39677 THROUGH 39711 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$650,565.08. AND APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL CHECK AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$50,050.00.”

CHECK REGISTER**ATTACHMENT A**

City Of Stanwood

Time: 14:14:20 Date: 07/01/2025

06/12/2025 To: 07/01/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3167	06/16/2025	Claims	3	EFT	Washington Federal Bank	522.09	WA Fed Analysis Service Charge June
3192	06/23/2025	Payroll	3	EFT	Patricia A Adams	3,350.00	June 2025 Draw
3193	06/23/2025	Payroll	3	EFT	Emily S Baumbach	1,800.00	June 2025 Draw
3194	06/23/2025	Payroll	3	EFT	Amy L Bergemeier	2,500.00	June 2025 Draw
3195	06/23/2025	Payroll	3	EFT	Scott A Black	2,500.00	June 2025 Draw
3196	06/23/2025	Payroll	3	EFT	Addison M Chism	2,000.00	June 2025 Draw
3197	06/23/2025	Payroll	3	EFT	Hannah D Cole	1,100.00	June 2025 Draw
3198	06/23/2025	Payroll	3	EFT	Wendy R Corder Dowhower	2,000.00	June 2025 Draw
3199	06/23/2025	Payroll	3	EFT	Kevin M Davis	1,000.00	June 2025 Draw
3200	06/23/2025	Payroll	3	EFT	Stacey A Davis	2,400.00	June 2025 Draw
3201	06/23/2025	Payroll	3	EFT	Michael B Evans	3,000.00	June 2025 Draw
3202	06/23/2025	Payroll	3	EFT	David A Hammond	4,000.00	June 2025 Draw
3203	06/23/2025	Payroll	3	EFT	Trevor M Harrison	2,000.00	June 2025 Draw
3204	06/23/2025	Payroll	3	EFT	Kevin J Hushagen	2,000.00	June 2025 Draw
3205	06/23/2025	Payroll	3	EFT	Samuel E Lidgard	1,800.00	June 2025 Draw
3206	06/23/2025	Payroll	3	EFT	Patricia I Love	2,000.00	June 2025 Draw
3207	06/23/2025	Payroll	3	EFT	Audrey D Rotrock	1,500.00	June 2025 Draw
3208	06/23/2025	Payroll	3	EFT	Charlee N Rowland	2,100.00	June 2025 Draw
3209	06/23/2025	Payroll	3	EFT	Dennis J Schakel	1,500.00	June 2025 Draw
3210	06/23/2025	Payroll	3	EFT	Tansy L Schroeder	3,000.00	June 2025 Draw
3211	06/23/2025	Payroll	3	EFT	Gina N Seegert	2,000.00	June 2025 Draw
3212	06/23/2025	Payroll	3	EFT	David S Smith	500.00	June 2025 Draw
3213	06/23/2025	Payroll	3	EFT	Shawn A Smith	4,500.00	June 2025 Draw
3214	06/23/2025	Payroll	3	EFT	Lisa M Sokolik	1,500.00	June 2025 Draw
3302	06/26/2025	Claims	3	EFT	Advanced Analytical Solutions, LLC	678.14	001204
3303	06/26/2025	Claims	3	EFT	CivicPlus, LLC	9,927.18	City of Stanwood
3304	06/26/2025	Claims	3	EFT	Databar Inc.	462.31	8952
3305	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	70.00	STA01
3306	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	52.00	STA01
3307	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	312.00	STA01
3308	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	78.00	STA01
3309	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	406.00	STA23
3310	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	35.00	STA01
3311	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	35.00	STA01
3312	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	382.00	STA23
3313	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	288.00	STA23
3314	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	416.00	STA23
3315	06/26/2025	Claims	3	EFT	Eurofins Environment Testing NW	273.00	STA23
3316	06/26/2025	Claims	3	EFT	ICONIX Waterworks (US) Inc.	242.88	CITSTA
3317	06/26/2025	Claims	3	EFT	Konnerup Construction Inc	398,655.94	City of Stanwood
3318	06/26/2025	Claims	3	EFT	Konnerup Construction Inc	79,729.84	City of Stanwood
3319	06/26/2025	Claims	3	EFT	Maul Foster Alongi, Inc.	2,422.50	City of Stanwood
3320	06/26/2025	Claims	3	EFT	Maul Foster Alongi, Inc.	452.50	City of Stanwood
3321	06/26/2025	Claims	3	EFT	Metron And Associates, Inc.	8,300.00	City of Stanwood; City of Stanwood
3322	06/26/2025	Claims	3	EFT	Perteet Inc.	7,006.00	City of Stanwood
3323	06/26/2025	Claims	3	EFT	Perteet Inc.	6,596.28	City of Stanwood
3324	06/26/2025	Claims	3	EFT	RH2 Engineering Inc	1,146.72	City of Stanwood
3325	06/26/2025	Claims	3	EFT	RH2 Engineering Inc	6,614.84	City of Stanwood
3326	06/26/2025	Claims	3	EFT	Lisa M Sokolik	175.58	City of Stanwood
3327	06/26/2025	Claims	3	EFT	Stanwood Auto Parts	312.00	56100
3328	06/26/2025	Claims	3	EFT	Stanwood Auto Parts	18.12	56100
3329	06/26/2025	Claims	3	EFT	Stanwood Auto Parts	10.93	56100
3330	06/26/2025	Claims	3	EFT	US Bank	25,581.09	4485 5945 5564 1495
3331	06/26/2025	Claims	3	EFT	Vestis	52.68	937963000

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3332	06/26/2025	Claims	3	EFT	Vestis	52.68	937963000
3333	06/26/2025	Claims	3	EFT	Vestis	52.68	937963000
3379	06/26/2025	Claims	3	EFT	WA St Dept of Revenue **	15,860.52	May Excise Tax Payment paid in June
3380	06/26/2025	Claims	3	EFT	HSA Bank	7.50	June Fee
3368	06/26/2025	Claims	3	39677	Zipty Fiber	101.40	360-939-0579-080320-5
3367	06/26/2025	Claims	3	39678	World Kinect Energy Services	6,796.03	AP0100494
3366	06/26/2025	Claims	3	39679	Wave Broadband	625.84	3201-0316547-01; 3201-0316545-01
3365	06/26/2025	Claims	3	39680	Washington State Patrol *	48.00	91-6001127
3364	06/26/2025	Claims	3	39681	WM Corporate Services, Inc.	1,019.11	8-58270-85007
3363	06/26/2025	Claims	3	39682	WA St Treasurer	2,174.12	City of Stanwood
3362	06/26/2025	Claims	3	39683	WA St Dept of Licensing *	252.00	City of Stanwood
3361	06/26/2025	Claims	3	39684	Stilly Auto Parts LLC	86.40	27197
3360	06/26/2025	Claims	3	39685	Stanwood Ace Hardware #14901	1,107.07	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
3359	06/26/2025	Claims	3	39686	Snohomish County Treasurer	24.04	City of Stanwood
3358	06/26/2025	Claims	3	39687	Snohomish County Treasurer	8,021.02	91-6001368
3357	06/26/2025	Claims	3	39688	Sno Co District Court	1,353.36	DCT34003
3356	06/26/2025	Claims	3	39689	Skagit Valley Publishing	124.41	48893
3355	06/26/2025	Claims	3	39690	Skagit Farmers Supply	2,086.23	135052; 135052; 135052; 135052; 135052; 135052; 135052
3354	06/26/2025	Claims	3	39691	Safeway	127.56	191483 City of Stanwood; 191483; 191483; 191483
3353	06/26/2025	Claims	3	39692	Ricoh USA, Inc.	206.75	1316669-Combined Inv
3352	06/26/2025	Claims	3	39693	Refund-InfraSource Services LLC	42.00	Refund-InfraSource Services LLC
3351	06/26/2025	Claims	3	39694	Refund - Bob's Heating & Air Conditionin	42.00	Refund-Bobs Heating & Air Permit outside City limits
3350	06/26/2025	Claims	3	39695	RWC International, LLC Accounts Receivab	729.20	City of Stanwood
3349	06/26/2025	Claims	3	39696	Quality Controls Corporation	2,242.00	City of Stanwood
3348	06/26/2025	Claims	3	39697	PUD Of Snohomish County *	9,888.43	201942398; 200794063; 202423729; 202423729; 224533513; 200208858
3347	06/26/2025	Claims	3	39698	ODP Business Solutions, LLC	683.49	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
3346	06/26/2025	Claims	3	39699	O'Reilly Auto Parts	43.68	1872464
3345	06/26/2025	Claims	3	39700	Northsound Refrigeration INC	1,508.57	City of Stanwood; City of Stanwood
3344	06/26/2025	Claims	3	39701	Lenz Enterprises, Inc.	487.31	City of Stanwood; City of Stanwood
3343	06/26/2025	Claims	3	39702	Harmesen LLC	10,602.83	CHRM-0322; CHRM-0322; CHRM-0322; CHRM-0322; City of Stanwood
3342	06/26/2025	Claims	3	39703	Hamilton Lumber & Rentals	40.70	66; 66
3341	06/26/2025	Claims	3	39704	H D Fowler Company, Inc	2,977.66	City of Stanwood
3340	06/26/2025	Claims	3	39705	Gray & Osborne Inc	25,138.48	City of Stanwood
3339	06/26/2025	Claims	3	39706	Galt John E	2,756.25	City of Stanwood
3338	06/26/2025	Claims	3	39707	Dalco Inc	362.64	City of Stanwood
3337	06/26/2025	Claims	3	39708	Cascade Natural Gas Corp	300.59	498 440 0000 7; 608 440 0000 4; 127 540 0000 3; 839 440 0000 5; 931 607 9072 6
3336	06/26/2025	Claims	3	39709	Cascade Fabrication, LLC	604.24	City of Stanwood
3335	06/26/2025	Claims	3	39710	APWA- (American Public Works Assoc.)	270.00	City of Stanwood- Kevin Hushagen
3334	06/26/2025	Claims	3	39711	A-1 Mobile Lock & Key, INC	240.24	City of Stanwood

City Of Stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3219	06/13/2025	Claims	8	EFT	US Bank St Paul	223.43	Analysis Service Charges June
		001 General Fund				98,918.59	
		101 Street Fund				9,324.17	
		103 Street Construction Fund				491,582.39	
		104 Park And Trail Improvement Fund				9,881.00	
		110 Building Improvement Fund				9,699.36	
		115 Tourism And Marketing				478.34	
		401 Sewer Fund				23,426.70	
		403 Sewer Construction Fund				15,609.46	
		410 Drainage Fund				10,300.21	
		411 Drainage Construction Fund				4,147.85	
		421 Water Fund				16,635.64	
		422 Water Construction Fund				10,020.11	
		459 Water Equipment Reserve				59.00	
		630 Agency Fund				532.26	
						650,565.08	Claims:
		* Transaction Has Mixed Revenue And Expense Accounts				700,615.08	Payroll: 50,050.00

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

() Finance Director () Auditing Officer Tim Niebruegge Date: 7/1/2025
() Deputy Finance Director



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b
DATE: July 10, 2025
SUBJECT: City Council Meeting Minutes – June 26, 2025
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – City Council Meeting Minutes

SUMMARY STATEMENT

The City Council meeting minutes for June 26, 2025, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE JUNE 26, 2025, CITY COUNCIL MEETING MINUTES AS PRESENTED."

CITY OF STANWOOD
Regular Meeting of the City Council
June 26, 2025 | 7:00 p.m.

MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Pro Tem Darren Robb called the meeting to order at 7:00 p.m. Councilmember 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, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, City Engineer Alan Lytton, City Attorney Nikki Thompson, Fire Chief Dave Kraski, Police Chief Jason Toner, Police Sgt. Karl Gilje, Police Sgt. Kore Oyetuga, Building Official Scott Black, Finance Analyst Tim Niebruegge, Utility Supervisor Leigh Danielson (via Zoom), and City Clerk Lisa Sokolik.

3. Approval of the Agenda

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

4. Presentations - None

5. Public Comment - None

6. Staff / Department Report - None

7. Council Committee Reports

- a. Community Development Committee Meeting Minutes – June 5, 2025
- b. Planning Commission Meeting Minutes – May 12, 2025

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve City Council Regular Meeting Minutes – June 12, 2025
- c. Approve Salary Commission Re-appointment of Nick Hanson and Appointment of Ana Oos.

*Motion by Councilmember Metz, second by Councilmember Shepro to approve consent agenda items A. approval of vouchers and payroll checks, B. approve city council regular meeting minutes for June 12, 2025, and C. approve Salary Commission re-appointment of Nick Hanson and appointment of Anna Oos. **Motion carried unanimously.***

9. Unfinished Business – None

10. Public Hearing – None

11. New Business – None

12. Public Closing Comments – None

13. Executive/Legislative Reports

a. Mayor's Report

Mayor Pro Tem Robb and his family have spent a lot of time on baseball fields the last several months around the region. One thing that's been made clear, and to others that are involved in baseball, is how badly the city needs a turf field. Would it be possible to reconsider a turf field for Heritage Park field 4?

Robb appreciates the 4th of July outreach effort by staff. There seems to be less pre-celebration this year.

b. City Administrator Report

City Administrator Smith announced:

- City events:
 - The first Stanwood Summer Concert Series (June 28).
 - Twin Cities Idlers Car Show (June 29)
- Construction updates:
 - The project in front of Station 99 on Pioneer Hwy is complete.
 - The paving and sidewalk project on 80th is complete.
 - The Viking Way project is near completion.

c. Councilmember's Report/Questions

- Councilmember Metz said he will be attending a ribbon cutting for a new business, MGM Flooring.
- Councilmember Shepro asked Smith for a dike update. Smith said we're waiting for the mitigation property to be purchased by Stillaguamish Tribe, then permitting.
- Councilmember Schmitt asked if lights could be added to the Safe Exchange location.
- Councilmember Schmitt made a motion:

Motion by Councilmember Schmitt, second by Councilmember Hicks, per procedural rule 11, I motion that city hall be directed to compose municipal code forbidding private parties from encumbering the public right of way without applying for and receiving a permit. Such encumbrances are defined as permanent arrangements such as fencing, shrubbery, rockery, and water works placed upon the public right of way. The application will be granted upon the evaluation that the proposed arrangement serves a significant public interest.

Mayor Pro Tem Robb said the motion will move forward and be placed on an upcoming agenda for Council's initial consideration and for Councilmember Schmitt to briefly present the item to council for discussion.

14. Executive Session – None

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Pro Tem Robb adjourned the meeting at 7:25 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8c
DATE: July 10, 2025
SUBJECT: City Council Workshop Minutes
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Workshop Minutes

SUMMARY STATEMENT

Minutes of the June 26, 2025, City Council Workshop are attached.

RECOMMENDED MOTION

“I MOVE TO APPROVE THE MINUTES OF THE JUNE 26, 2025, CITY COUNCIL WORKSHOP AS PRESENTED”.

CITY OF STANWOOD

City Council Workshop

Thursday, June 26, 2025 – 5:00 p.m.

Stanwood-Camano School District, 26920 Pioneer Highway

MINUTES

Call to Order

Mayor Pro Tem Darren Robb called the meeting to order at 5:02 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, Building Official Scott Black, Finance Analyst Tim Niebruegge, and City Clerk Lisa Sokolik.

1. Missing Middle Housing Continued Discussion

Community Development Director Patricia Love and Building Official Scott Black led the discussion on proposed land development standards that would favor a more adaptable framework that encourages creative site design and responds to market demand. Areas of discussion included:

- Missing middle housing.
 - Continued support for housing type diversity.
 - Improved alignment with gross density goals.
- Flexible subdivision design.
 - Open space vs play areas.
- Reduced lot sizes and setbacks.
 - Increase lot size from 3,000 feet to 5,000 feet.
- Amend road standards.
 - Shared driveway standards.
 - Private road standards.
 - Public road standards

After the Council discussed, the consensus was to continue with site development options A and B.

2. Corner Store Standards Discussion

Community Development Director Patricia Love led the discussion on Corner Store Standards. Areas of discussion included:

- Uses: small scale, neighborhood-serving businesses that provide everyday goods.
- Retail Size: between 3,000 and 6,000 square feet.
- Development Standards: street facing, setbacks and landscaping, signage, lighting, parking, and noise, and odor control.

Staff solicited public feedback, in person and online and received over 400 public comments.

Council discussed and asked questions.

3. Adjourn

Mayor Pro Tem Robb adjourned the meeting at 6:37 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: 11a
DATE: July 10, 2025
SUBJECT: Raplee Property Acquisition
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Draft Purchase and Sale Agreement
B – Maul Foster and Alongi Task Order

PURPOSE

The purpose of this staff report is to request Council consideration of purchasing the Raplee Property, located at the intersection of 271st Street and 270th Street in downtown Stanwood.

BACKGROUND

The City of Stanwood, with the assistance of a grant from the Washington State Department of Ecology, recently conducted environmental testing on the Raplee Property to assess the presence and extent of environmental contamination. The site has long been identified as a potentially contaminated area due to past land uses.

At the June 2025 Public Works and Community Development Committee meetings, staff presented the findings of the environmental assessment, which confirmed the presence of contaminants and identified a preliminary cleanup cost estimate of approximately \$400,000.

Following a detailed discussion of the environmental and financial implications, the Committees expressed support for proceeding with a property acquisition strategy, contingent on the parcel being obtained at minimal cost due to the substantial remediation expenses the City would be undertaking.

ANALYSIS

Property Acquisition

Subsequent to the Committee's direction, City staff met with Kathleen Raplee to explore cleanup options and potential acquisition terms. These conversations resulted in a tentative agreement under which:

- Ms. Raplee is willing to sell the property to the City for \$100.00, and
- She is requesting a waiver of any future environmental liability associated with the site following the sale.

The City Attorney is currently preparing a draft Purchase and Sale Agreement that incorporates the negotiated terms, including necessary legal protections and liability waivers for both the City and the property owner. This proposed acquisition represents a strategic opportunity for the City to secure ownership of the site—an essential requirement for eligibility for state and federal environmental cleanup grants.

Once environmental remediation is complete, the property may be positioned for redevelopment in alignment with the City's broader goals for downtown revitalization and economic growth, as outlined in the Twin City Mile – City Beautification Project. Acquiring this property supports the City's long-term vision of creating a vibrant, accessible, and economically thriving downtown.

Phase I Environmental Assessment

Prior to finalizing the property acquisition, it is recommended—per the guidance of the City's environmental consultant—that a Phase I Environmental Site Assessment (ESA) be completed. This assessment is a critical prerequisite to obtain state and federal environmental cleanup grants. It also provides a formal record of existing site conditions at the time of purchase. Completion of this assessment will help protect the City from future liability and support a clear pathway to funding assistance.

Maul Foster and Alongi has prepared a Task Order to prepare the Phase 1 Environmental Assessment and provide grant assistance after the property is purchased. This Task Order includes:

Phase 1 Environmental Assessment:	\$3,335.00
Environmental Clean Up Grant Support:	<u>\$6,510.00</u>
Total:	\$9,845.00

There are multiple funding options available to support cleanup at the Raplee property:

1. State and Federal Grant/Loan Programs

Washington State Department of Commerce – Brownfield Revolving Loan Fund (BRLF)

- Currently offers low- to no-interest loans for eligible cleanup activities.
- Loans may qualify for up to 50% reimbursement (capped at \$250,000) upon successful completion of the remediation.

- Grant funding through this program is anticipated to become available in late 2025 or early 2026.
- When available, Commerce grants typically do not require a local match and are capped at \$500,000.

U.S. Environmental Protection Agency (EPA) – Brownfield Cleanup Grant Program

- Annual grant solicitations open in Fall 2025.
- Applications are competitive and require detailed project and community impact documentation.
- No local match is currently required for these federal grants.

Washington State Department of Ecology – Independent Remedial Action Grant (IRAG)

- Applications are accepted on a rolling basis and are awarded in the spring of each year.
- This program funds up to 50% of eligible cleanup costs, with awards capped at \$300,000.
- This grant complements other state and federal funding options and can serve as a matching source for other programs.

2. Potential Chevron Cost-Sharing:

- Chevron (as the successor of the former operator on the Property) indicated in 2006 a “willingness” to share cleanup costs. Specifically, 30 percent of costs associated with soil remediation.
- City to coordinate with their attorney to initiate conversations with Chevron.

Fiscal Impact			
The 2025 City Budget has sufficient funds to cover these costs in the Raplee Park Line Item without needing a budget amendment.			
Fund(s):	Fund 104 – Park and Trail Improvement Fund Line Item: 594.76.63.06		
Amount:	\$600,000 (Grant Contingent)	Project Estimate:	\$9,945.00
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

City staff recommends accepting the proposed terms for acquisition of the Raplee Property and moving forward with the Phase I Environmental Site Assessment, as

well as authorizing a grant assistance Task Order with Maul Foster & Alongi to support environmental due diligence and funding strategy development.

Staff further recommends that this proposal be presented to the full City Council for formal consideration and approval at its regularly scheduled meeting on July 10, 2025. Proceeding with these actions will position the City to secure funding, mitigate liability, and support future redevelopment opportunities in alignment with the City's downtown revitalization goals.

Committee/Board Recommendation:

The Public Works Committee will be reviewing the issue at their July 7 meeting. Their recommendations will be presented the Council on July 10, 2025.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign a purchase and sale agreement as prepared by the City Attorney and the Task Order with Maul Foster and Alongi to prepare a Phase 1 Environmental Assessment and associated grant support.
2. Do not move forward with the purchase of the property at this time.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE DRAFT RAPLEE PURCHASE AND SALE AGREEMENT AS PREPARED BY THE CITY ATTORNEY AND AUTHORIZE SIGNATURE OF THE ASSOCIATED TASK ORDER WITH MAUL FOSTER AND ALONGI IN THE AMOUNT OF \$9,845.00 TO PREPARE THE PHASE 1 ENVIRONMENTAL ASSESSMENT AND SUPPORTING GRANT WORK.”

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

DATE: _____, 2025.

The undersigned Purchaser, CITY OF STANWOOD, agrees to buy, and the undersigned Seller, KATHLEEN RAPLEE, a married woman as her separate estate, agrees to sell, on the following terms, the property legally described as:

A portion of Government Lot 1, Section 24, Township 32 North Range 3 East, W.M., situated in Snohomish County, Washington, more particularly described on Exhibit A attached hereto.

Tax Parcel ID Number 32032400405900

Address 9816 271st ST NW Stanwood, WA 98292

1. **PURCHASE PRICE.** The total purchase price is One Hundred Dollars (\$100.00).
2. **METHOD OF PAYMENT.** All cash at time of closing.
3. **CONDITION OF TITLE.** Title to the property is to be free of all encumbrances or defects, including city, county or local improvement district assessments, except those acceptable to Purchaser. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing. Indemnification of the title company to induce it to insure over any otherwise unpermitted exceptions to title shall not be allowed except with the prior written consent of Purchaser in its sole subjective discretion after full disclosure of the nature and substance of such exception and indemnity.
4. **RIGHT TO FARM/RIGHT TO PRACTICE FORESTRY.** Seller declares that the subject property is not “designated farm land” as defined in Snohomish County Code section 30.91F.140, or situated within 1300 feet of “designated farm land”. Seller declares that the subject property is not “designated forest land” as defined in Snohomish County Code section 30.91F.460, or situated within 500 feet of “designated forest land”.
5. **DISCLOSURE UNDER RCW 64.06.** See Exhibit B.
6. **TITLE INSURANCE.** Seller shall furnish to Purchaser an ALTA standard form policy of title insurance and, as soon as practical prior to closing, a preliminary commitment therefor issued by CHICAGO TITLE OF WASHINGTON, and Seller authorizes Closing Agent to apply as soon as practical for such title insurance. The title policy to be issued shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects noted in paragraph 3 above.

7. **TITLE CONVEYANCE.** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 3 and subject to any liens or encumbrances created by Purchaser.

8. **CLOSING OF SALE.** This sale shall be closed at the office of CHICAGO TITLE OF WASHINGTON, Closing Agent, or at such licensed and bonded escrow company as PURCHASER selects, not later than _____ (hereinafter the “closing deadline”). Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement.

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

If this sale has not closed by the closing deadline, this transaction shall automatically terminate, and this agreement shall be null, void and unenforceable.

9. **CLOSING COSTS AND PRORATES.** This transaction is exempt from excise tax, as Purchaser is a municipality acquiring the property under threat of eminent domain. Seller and Purchaser shall each pay one-half of escrow fees and recording fees. Seller shall pay the owner’s title insurance premium. The parties acknowledge that the property will become exempt from real estate taxes after closing. Real estate taxes for the current year shall be paid in full by Seller at or prior to closing. Seller shall be responsible for applying for any applicable real estate tax refund from Snohomish County.

10. **FIRPTA - TAX WITHHOLDING AT CLOSING.** The Closing Agent is instructed to prepare a certification (PSMLA Form 22E, or equivalent) that Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

11. **POSSESSION.** Purchaser shall be entitled to possession on closing.

12. **HOLD HARMLESS.** Purchaser agrees to hold Seller harmless from any claims related to the condition of the property.

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

Seller's name and address:

Kathleen Raplee
PO BOX 338
STANWOOD, WA 98292
Phone: 360-652-4339
Email: rapleewk@wavecable.com

Purchaser's name and address:

City of Stanwood
c/o Thompson, Guildner & Associates
110 Cedar Avenue, Suite 102
Snohomish, WA 98290
Office: 360-568-3119
Email: nikkit@trustedguidancelaw.com

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the business day following the date of electronic (email) transmission or facsimile transmission, or on the third day following the day such notice is mailed in accordance with this paragraph. Telephone numbers are for contact purposes only and may not be used for notice.

14. **OFAC.** Purchaser and Seller represent and warrant each to the other that neither is a person or entity with whom the other is restricted from doing business under any current regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not engaged in any dealings or transaction or otherwise associated with such persons or entities.

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

16. **REAL ESTATE BROKER OR AGENT COMMISSIONS.** Purchaser represents to Seller that it has engaged no broker or real estate agent in connection with the negotiations leading to this Agreement. Seller shall be solely responsible for any fees to any broker or real estate agent in connection with the negotiations leading to this Agreement and shall indemnify and hold harmless the Purchaser from any such broker's fee or real estate commissions.

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

18. **THREAT OF EXERCISE OF POWERS OF EMINENT DOMAIN.** Purchaser is a municipal corporation of the State of Washington with the power to acquire property by eminent domain pursuant to Chapter 8.12, RCW. Purchaser's intended use of the purchase property is a necessary public use.

19. **NO NEW LEASES OR CONTRACTS.** Prior to Closing, SELLER shall not enter into any new leases, contracts or agreements affecting the Property without the prior written consent of CITY, except the SELLER may enter into interim contracts or agreements in connection with the management, maintenance, repair or preservation of the Property in the normal course of business if each such contract or agreement expires or is terminated at or prior to Closing.

20. **RIGHTS OF ENTRY.** CITY, and its agents and consultants, at CITY's sole expense and risk, may enter the Property during the term of this Agreement at reasonable times scheduled in advance with SELLER for the purpose of CITY's due diligence study of the Property.

21. **RESERVATION OF POLICE POWER.** Notwithstanding anything to the contrary set forth herein, Seller understands and acknowledges that the Purchaser's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this agreement.

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

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

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

25. **DEADLINE.** This agreement is void unless executed by both parties by 5:00 p.m.
on _____.

DATED this _____ day of _____, 2025.

City of Stanwood, Mayor Sid Roberts, Purchaser

DATED this _____ day of _____, 2025.

Kathleen Raplee, Seller

DATED this _____ day of _____, 2025.

Thompson, Guildner & Associates, Inc.

By _____
Nikki Thompson, City Attorney

Exhibit A Legal Description

Parcel I

A portion of Government Lot 1, Section 24, Township 32 N., R.3 E., W.M., more particularly described as follows:

Commencing at the intersection of the North line of Main Street and the centerline of Stillaguamish Avenue; thence North $0^{\circ}19'08''$ West along the centerline of said Stillaguamish Avenue a distance of 173.70 feet; thence North $89^{\circ}02'55''$ East along the North line of the alley as described in Deed to Stanwood, recorded under Auditor's File No. 1558423, records of Snohomish County, Washington, a distance of 340.19 feet to the true point of beginning; being also a point on a curve, having a radius point bearing South $47^{\circ}12'14''$ East a distance of 219.41 feet from said point of curve; thence in a Northeasterly direction along the arc of the curve through a central angle of $17^{\circ}07'20''$ a distance of 65.57 feet; thence on a curve to the right, having a radius of 19.80 feet and a central angle of $68^{\circ}06'23''$ a distance of 23.54 feet; thence South $44^{\circ}21'10''$ West a distance of 25.87 feet; thence South $89^{\circ}02'55''$ West a distance of 29.00 feet, to the true point of beginning; situate in the County of Snohomish, State of Washington.

Parcel II

A portion of Government Lot 1, Section 24, Township 32 North Range 3 East, W.M., more particularly described as follows: Beginning at the intersection of the North line of Main Street and the centerline of Stillaguamish Avenue; thence North $0^{\circ}19'08''$ West along the centerline of said Stillaguamish Avenue a distance of 173.70 feet; thence North $89^{\circ}02'55''$ East along the North line of the alley as described in Deed to Stanwood, recorded under auditor's file No. 1558423 records of Snohomish County, Washington, a distance of 244.83 feet to the true point of beginning; thence continue North $89^{\circ}02'5''$ East a distance of 95.36 feet to the Northwesterly boundary of Main Street, being also a point on a curve, having a radius point bearing South $47^{\circ}12'14''$ East a distance of 219.41 feet from said point of curve; thence in a Northeasterly direction along the arc of the curve through a central angle of $21^{\circ}00'25''$ a distance of 80.45 feet to the South line of Pearson Street; thence North $76^{\circ}40'23''$ West along the South line of Pearson Street, a distance of 152.48 feet; thence South $13^{\circ}19'37''$ West a distance of 61.96 feet; thence South $79^{\circ}08'09''$ East a distance of 8.24 feet; thence South $12^{\circ}16'10''$ West a distance of 23.22 feet to the true point of beginning;

SUBJECT TO: Easements, restrictions and reservations of record, if any.

Situated in Snohomish County, Washington
Tax Parcel #: 32032400405900

Exhibit B RCW 64.06.015 Disclosure – See Attached

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any * items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT Snohomish County Tax Parcel 32032400405900 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED IN THE PURCHASE AND SALE AGREEMENT **EXHIBIT A**.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

DATE: _____ SELLER _____

Seller ☐ is ☐ is not occupying the property.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

Responses	1. <u>TITLE</u>
☐ Yes ☐ No ☐ Don't know	A. Do You have legal authority to sell the property? If no, please explain. _____
☐ Yes ☐ No ☐ Don't know	*B. Is title to the property subject to any of the following? (1) First right of refusal (2) Option (3) Lease or rental agreement (4) Life Estate?
☐ Yes ☐ No ☐ Don't know	*C. Are there any encroachments, boundary agreements, or boundary disputes?
☐ Yes ☐ No ☐ Don't know	*D. Is there a private road or easement agreement for access to the property?
☐ Yes ☐ No ☐ Don't know	*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?
☐ Yes ☐ No ☐ Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
☐ Yes ☐ No ☐ Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
☐ Yes ☐ No ☐ Don't know	*H. Are there any pending or existing assessments against the property?
☐ Yes ☐ No ☐ Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?
☐ Yes ☐ No ☐ Don't know	*J. Is there a boundary survey for the property?

DATE: _____ SELLER _____

☐ Yes ☐ No ☐ Don't know	*K. Are there any covenants, conditions, or restrictions recorded against title to the property?
Responses	2. <u>WATER</u>
☐ Yes ☐ No ☐ Don't know	A. Household Water (1) Does the property have potable water supply? (2) If yes, the source of water for the property is: ☐ Private or publicly owned water system ☐ Private well serving only the property * ☐ Other water system
☐ Yes ☐ No ☐ Don't know ☐ N/A	*If shared, are there any written agreements?
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(4) Are there any problems or repairs needed?
☐ Yes ☐ No ☐ Don't know ☐ N/A	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
☐ Yes ☐ No ☐ Don't know ☐ N/A	(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)
☐ Yes ☐ No ☐ Don't know ☐ N/A	(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)
☐ Yes ☐ No ☐ Don't know ☐ N/A	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(b) If yes, has all or any portion of the water right not been used for five or more successive years? _____
☐ Yes ☐ No ☐ Don't know ☐ N/A	(c) If no, or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?

DATE: _____ SELLER: _____

☐ Yes ☐ No ☐ Don't know ☐ N/A	*(8) Are there any defects in the operation of the water system (e.g., pipes, tanks, pump, etc.)?
☐ Yes ☐ No ☐ Don't know	B. Irrigation Water (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)
☐ Yes ☐ No ☐ Don't know ☐ N/A	(a) If yes, has all or any portion of the water right not be used for five or more successive years?
☐ Yes ☐ No ☐ Don't know ☐ N/A	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
☐ Yes ☐ No ☐ Don't know	*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property: _____
☐ Yes ☐ No ☐ Don't know	C. Outdoor Sprinkler System (1) Is there an outdoor sprinkler system for the property?
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(2) If yes, are there any defects in the system?
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(3) If yes, is the sprinkler system connected to irrigation water?
Responses	3. <u>SEWER/SEPTIC SYSTEM</u>
	A. The property is served by: ☐ Public sewer system ☐ On-site sewage system (including pipers, tanks, drainfields, and all other component parts)

DATE: _____ SELLER: _____

	☐ Other disposal system, please describe: ☐ There is no sewer service at the property.
☐ Yes ☐ No ☐ Don't know ☐ N/A	B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?
	C. If the property is connected to an on-site sewage system:
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(1) Was a permit issued for its construction?
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(2) Was it approved by the local health department or district following its construction?
☐ Yes ☐ No ☐ Don't know ☐ N/A	(3) Is the septic system a pressurized system?
☐ Yes ☐ No ☐ Don't know ☐ N/A	(4) Is the septic system a gravity system?
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(5) Have there been any changes or repairs to the on-site sewage system?
☐ Yes ☐ No ☐ Don't know ☐ N/A	(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:
☐ Yes ☐ No ☐ Don't know ☐ N/A	*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?
Responses	4. <u>ELECTRICAL/GAS</u>
☐ Yes ☐ No ☐ Don't know	A. Is the property served by natural gas?
☐ Yes ☐ No ☐ Don't know	B. Is there a connection charge for gas?
☐ Yes ☐ No ☐ Don't know	C. Is the property served by electricity?
☐ Yes ☐ No ☐ Don't know	D. Is there a connection charge for electricity?

DATE: _____ SELLER: _____

☐ Yes ☐ No ☐ Don't know	*E. Are there any electrical problems on the property? _____
Responses	5. <u>FLOODING</u>
☐ Yes ☐ No ☐ Don't know	A. Is the property located in a government designated flood zone or floodplain?
Responses	6. <u>SOIL STABILITY</u>
☐ Yes ☐ No ☐ Don't know	*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? _____
Responses	7. <u>ENVIRONMENTAL</u>
☐ Yes ☐ No ☐ Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
☐ Yes ☐ No ☐ Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?
☐ Yes ☐ No ☐ Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
☐ Yes ☐ No ☐ Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
☐ Yes ☐ No ☐ Don't know	*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
☐ Yes ☐ No ☐ Don't know	*F. Has the property been used for commercial or industrial purposes?
☐ Yes ☐ No ☐ Don't know	*G. Is there any soil or groundwater contamination?
☐ Yes ☐ No ☐ Don't know	*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried

DATE: _____ SELLER _____

	on the property that do not provide utility service to the structures on the property?
☐ Yes ☐ No ☐ Don't know	*I. Has the property been used as a legal or illegal dumping site?
☐ Yes ☐ No ☐ Don't know	*J. Has the property been used as an illegal drug manufacturing site?
☐ Yes ☐ No ☐ Don't know	*K. Are there any radio towers that cause interference with cellular telephone reception?
Responses	8. <u>HOMEOWNERS' ASSOCIATIONS/COMMON INTERESTS</u>
☐ Yes ☐ No ☐ Don't know	A. Is there a homeowners' association? Name of association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____
☐ Yes ☐ No ☐ Don't know	B. Are there regular period assessments: \$_____ per ☐ Month ☐ Year ☐ Other _____
☐ Yes ☐ No ☐ Don't know	*C. Are there any pending special assessments?
☐ Yes ☐ No ☐ Don't know	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?
Responses	9. <u>OTHER FACTS</u>
☐ Yes ☐ No ☐ Don't know	*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? _____

DATE: _____ SELLER _____

☐ Yes ☐ No ☐ Don't know	*B.Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?
☐ Yes ☐ No ☐ Don't know	*C.Is the property classified or designated as forest land or open space? _____
☐ Yes ☐ No ☐ Don't know	D. Do you have a forest management plan? If yes, attach.
☐ Yes ☐ No ☐ Don't know	*E.Have any development-related permit applications been submitted to any government agencies?
	If the answer to E is "yes," what is the status or outcome of those applications? _____
☐ Yes ☐ No ☐ Don't know	F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? _____
Responses	10. <u>FULL DISCLOSURE BY SELLERS</u>
☐ Yes ☐ No ☐ Don't know	A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about?
☐ Yes ☐ No ☐ Don't know	B. Verification: The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATED:_____

SELLER:_____

DATE:_____SELLER_____

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

- A. **Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.**
- B. **The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.**
- C. **Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.**
- D. **This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.**
- E. **Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.**

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY

DATE: _____ SELLER _____

SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT.
YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU
ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE
THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR
OTHER PARTY.

DATED: _____

BUYER: _____

DATE: _____ SELLER _____

EXPLANATIONS FOR RESPONSES “yes” to any * items

DATE: _____ SELLER _____

After Recording Return to:

Thompson, Guildner & Associates, Inc., P.S.
110 Cedar Avenue, Suite 102
Snohomish, WA 98290

STATUTORY WARRANTY DEED

Grantor: KATHLEEN RAPLEE, a married woman as her separate estate
Grantee: CITY OF STANWOOD, a municipal corporation
Legal Description: A portion of Government Lot 1, Section 24, Township 32 North
Range 3 East, W.M., situated in Snohomish County, Washington
Add'l on P.
Tax Parcel No. 32032400405900

THE GRANTOR, KATHLEEN RAPLEE, a married woman as her separate estate, for and in consideration of Ten Dollars and No Cents (\$10.00), in hand paid, conveys and warrants to CITY OF STANWOOD, a municipal corporation, the following described real estate, situated in the County of SNOHOMISH, State of Washington:

Parcel I

A portion of Government Lot 1, Section 24, Township 32 N., R.3 E., W.M., more particularly described as follows:

Commencing at the intersection of the North line of Main Street and the centerline of Stillaguamish Avenue; thence North 0°19'08" West along the centerline of said Stillaguamish Avenue a distance of 173.70 feet; thence North 89°02'55" East along the North line of the alley as described in Deed to Stanwood, recorded under Auditor's File No. 1558423, records of Snohomish County, Washington, a distance of 340.19 feet to the true point of beginning; being also a point on a curve, having a radius point bearing South 47°12'14" East a distance of 219.41

feet from said point of curve; thence in a Northeasterly direction along the arc of the curve through a central angle of $17^{\circ}07'20''$ a distance of 65.57 feet; thence on a curve to the right, having a radius of 19.80 feet and a central angle of $68^{\circ}06'23''$ a distance of 23.54 feet; thence South $44^{\circ}21'10''$ West a distance of 25.87 feet; thence South $89^{\circ}02'55''$ West a distance of 29.00 feet, to the true point of beginning; situate in the County of Snohomish, State of Washington.

Parcel II

A portion of Government Lot 1, Section 24, Township 32 North Range 3 East, W.M., more particularly described as follows: Beginning at the intersection of the North line of Main Street and the centerline of Stillaguamish Avenue; thence North $0^{\circ}19'08''$ West along the centerline of said Stillaguamish Avenue a distance of 173.70 feet; thence North $89^{\circ}02'55''$ East along the North line of the alley as described in Deed to Stanwood, recorded under auditor's file No. 1558423 records of Snohomish County, Washington, a distance of 244.83 feet to the true point of beginning; thence continue North $89^{\circ}02'5''$ East a distance of 95.36 feet to the Northwesterly boundary of Main Street, being also a point on a curve, having a radius point bearing South $47^{\circ}12'14''$ East a distance of 219.41 feet from said point of curve; thence in a Northeasterly direction along the arc of the curve through a central angle of $21^{\circ}00'25''$ a distance of 80.45 feet to the South line of Pearson Street; thence North $76^{\circ}40'23''$ West along the South line of Pearson Street, a distance of 152.48 feet; thence South $13^{\circ}19'37''$ West a distance of 61.96 feet; thence South $79^{\circ}08'09''$ East a distance of 8.24 feet; thence South $12^{\circ}16'10''$ West a distance of 23.22 feet to the true point of beginning;

SUBJECT TO: Easements, restrictions and reservations of record, if any.

Situated in Snohomish County, Washington

Tax Parcel #: 32032400405900

DATED this _____ day of July, 2025.

KATHLEEN RAPLEE

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that KATHLEEN RAPLEE is the person who appeared before me, and said person acknowledged that SHE signed this instrument and acknowledged it to be HER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of July, 2025.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

ACCEPTED July ____, 2025.

By _____
CITY OF STANWOOD, Grantee

Real Estate Excise Tax Affidavit

(RCW 82.45 WAC 458-61A)

Only for sales in a single location code on or after April 1, 2025.
This affidavit will not be accepted unless all areas on all pages are fully and accurately completed.
This form is your receipt when stamped by cashier. *Please type or print.*

Check box if partial sale, indicate %
1 Seller/Grantor
Name

Mailing address
City/state/zip
Phone (including area code)

3 Send all property tax correspondence to: Same as Buyer/Grantee
Name

Mailing address
City/state/zip

4 Street address of property
This property is located in

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.
Legal description of property (if you need more space, attach a separate sheet to each page of the affidavit).

2 Buyer/Grantee
Name

Mailing address
City/state/zip
Phone (including area code)

List all real and personal property tax parcel account numbers

Personal property?

Assessed value(s)

(for unincorporated locations please select your county)

5
Enter any additional codes
(see back of last page for instructions)
Was the seller receiving a property tax exemption or deferral under RCW 84.36, 84.37, or 84.38 (nonprofit org., senior citizen or disabled person, homeowner with limited income)?
Is this property predominately used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020) and will continue in it's current use? **If yes and the transfer involves multiple parcels with different classifications, complete the predominate use calculator (see instructions)**
6 Is this property designated as forest land per RCW 84.33?
Is this property classified as current use (open space, farm and agricultural, or timber) land per RCW 84.34?
Is this property receiving special valuation as historical property per RCW 84.26?
If any answers are yes, complete as instructed below.
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale (RCW 84.33.140 or 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.
This land: does does not qualify for continuance.
Deputy assessor signature Date
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) doesn't wish to continue, all additional tax calculated pursuant to RCW 84.26, shall be due and payable by the seller or transferor at the time of sale.
(3) NEW OWNER(S) SIGNATURE
Signature Signature
Print name Print name

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, enter exemption code and reason for exemption. *See dor.wa.gov/REET for exemption codes*
Exemption No. (sec/sub)
Reason for exemption

Type of document
Date of document

Gross selling price
*Personal property (deduct)
Exemption claimed (deduct)
Taxable selling price
Excise tax: state
Less than \$525,000.01 at 1.1%
From \$525,000.01 to \$1,525,000 at 1.28%
From \$1,525,000.01 to \$3,025,000 at 2.75%
Above \$3,025,000 at 3%
Agricultural and timberland at 1.28%
Total excise tax: state
Local
*Delinquent interest: state
Local
*Delinquent penalty
Subtotal
*State technology fee
Affidavit processing fee
Total due
A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT
Signature of grantor or agent
Name (print)
Date & city of signing

Signature of grantee or agent
Name (print)
Date & city of signing

Perjury in the second degree is a class C felony which is punishable by confinement in a state correctional institution for a maximum term of five years, or by a fine in an amount fixed by the court of not more than \$10,000, or by both such confinement and fine (RCW 9A.72.030 and RCW 9A.20.021(1)(c)).
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REV 84 0001a (3/17/25)

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COUNTY TREASURER

11.26

Print on legal size paper.

Page 1 of 6

ATTACHMENT B



**PER ON-CALL PROFESSIONAL SERVICE AGREEMENT #2025-009
BETWEEN CITY OF STANWOOD, WASHINGTON (CITY)
AND MAUL FOSTER AND ALONGI (CONSULTANT)**

APPROVED TASK ORDER

TASK ORDER: 2025-009.02

PROJECT NAME: Raplee Environmental and Grant Support Services

This shall constitute an approved Task Order pursuant to the Supplemental Agreement between CITY and CONSULTANT dated February 1, 2025 ("AGREEMENT"). The scope of services, cost estimate, and rate sheet are incorporated into the Agreement.

Project Scope of Services:

Maul Foster and Alongi will provide environmental and grant support services for acquisition of the Raplee property. The following is a summary of tasks:

Tasks:

Task 1: Environmental Site Assessment

Task 2: Grant Administration and Communication

CONSULTANT agrees to perform the tasks listed above and described in Exhibit A for a fee amount of **9,845.00 (nine thousand, eight hundred and forty-five dollars)**, unless otherwise modified by the Mayor in a subsequent Task Order Approval Form.

Performance of the services shall be subject to the terms and conditions contained in AGREEMENT.

Dated this July 10, 2025.

CITY OF STANWOOD

By: _____
Sid Roberts, Mayor

MAUL FOSTER AND ALONGI

By:  _____
Phil Wiescher (Jul 2, 2025 10:32 PDT)
Phil Wiescher, PHD
Principal Environmental Scientist



Estimated Budget
M1030.08.004
Raplee Property Support Services
City of Stanwood

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Phase I Environmental Site Assessment	17	\$3,335	\$0	\$0	\$3,335
2 Grant Administration and Communications	28	\$6,510	\$0	\$0	\$6,510
Total Estimated Cost					\$9,845

MFA Work Order Authorization

Between Maul Foster & Alongi, Inc. (MFA), and City of Stanwood (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the work as described below (Work) under the terms and conditions of the Master Agreement for Professional Services with an effective date of: February 1, 2025. The Master Agreement for Professional Services is fully incorporated herein by this reference.

MFA project number: M1030.08.004

Work order number: 01

Project name: Raplee Property Support Services

Project location: 9816 271st St NW, Stanwood, Washington (the Raplee Property)

Scope of work: MFA will perform the Work indicated below.

Task 1—Phase I Environmental Site Assessment

MFA will prepare a Phase I Environmental Site Assessment (ESA) for the Raplee Property within six months prior to the City acquiring the Property. The Phase I ESA will be prepared to meet ASTM International Practice E1527-21 and the all appropriate inquiries standard under the Comprehensive Environmental Response, Compensation, and Liability Act in 40 Code of Federal Regulations Part 312.

The purpose of the Phase I ESA is to position the Property for federal grant funding opportunities.

Task 2—Grant Administration and Communications

MFA will prepare and submit an application to the Washington State Department of Commerce (Commerce) Brownfields Revolving Loan Fund for funds to support cleanup activities at the Raplee Property. This will include preparation of a one-page community involvement plan, as required by Commerce as well as general communications and coordination with Commerce.

Schedule of work:

MFA will begin work immediately upon receiving authorization to proceed. The timeframe for completing the Phase I ESA is up to three weeks. This proposal is valid for 30 days.

Estimated cost of work:

The cost to complete the scope of work is \$9,845.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 25th day of June 2025.

By Maul Foster & Alongi, Inc.



Signature

Phil Wiescher, PhD

Printed Name

Principal Environmental Scientist

Title

By City of Stanwood

Signature

Sid Roberts

Printed Name

Mayor

Title



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: July 10, 2025

SUBJECT: Depot Park Grant Acceptance

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Department of Commerce Grant Addendum 2
B – Maul Foster Alongi Scope of Work Task Order

PURPOSE

The purpose of this agenda item is for Council acceptance of a grant amendment from the Washington Department of Commerce for an additional underground tank remediation and authorize the Mayor to sign a Task Order with Maul Foster and Alongi to manage the tank remediation.

BACKGROUND

Depot Park site improvements have been incorporated into the City's 2025 budget as a key component of its ongoing downtown revitalization efforts. In preparation for redevelopment, the City has initiated a series of environmental cleanup activities to address historic contamination on the site. This work was carried out with the support of state grant funding from the Washington State Department of Commerce. As outlined below, a few additional minor remediation actions have been identified and will be completed in the coming months. These actions are fully funded through an amendment to the existing Commerce grant, ensuring no additional cost to the City.

ANALYSIS

As part of the annual water quality monitoring requirements for Depot Park, the City's environmental consultant, Maul Foster & Alongi, identified a potential underground storage tank (UST) on the site. In response to this discovery, Maul Foster & Alongi submitted a funding request, on behalf of the City, to the Washington State Department of Commerce to cover the anticipated remediation costs associated with the UST.

The Department of Commerce has approved the request and issued an amendment to the existing remediation grant in the amount of \$42,900. This amendment brings the total grant funding secured for Depot Park site remediation to \$379,900, as detailed below:

<u>Grant</u>	<u>Amount</u>
Original Grant	\$251,300
Addendum #1	\$85,700
Addendum #2 (New)	<u>\$42,900</u>
Total Grant:	\$379,900

To facilitate the remediation of the recently identified underground storage tank (UST) at Depot Park, Maul Foster & Alongi (MFA) has prepared a Task Order outlining the full scope of cleanup activities. This Task Order has been reviewed and approved by the Washington State Department of Commerce, ensuring alignment with both state remediation standards and the requirements of the Commerce grant agreement.

The scope of work proposed under the Task Order includes project management, fieldwork, laboratory analysis, and regulatory coordination. MFA will oversee the entire remediation process to ensure that all activities meet applicable environmental and legal standards. In compliance with state contracting laws, MFA has also secured three competitive quotes for the required subcontracted services.

The following activities are included in the cleanup scope:

- Exploratory Potholing
 - One full day of field work to expose and document the dimensions of the UST.
 - The tank is anticipated to be less than 1,000 gallons in capacity.
 - Excavated soils will be stockpiled and reused as backfill where appropriate.
- In-Place UST Decommissioning
 - One day of tank inertion (rendering the tank non-explosive) followed by filling or foaming in accordance with regulatory protocols.
 - This method avoids full removal, reducing risk and cost while meeting environmental standards.
- Regulatory Coordination
 - Submission of UST decommissioning notices to the Washington State Department of Ecology.
 - Completion of all required documentation to achieve formal closure of the tank in accordance with Ecology's regulatory guidelines.
- Schedule
 - All remediation activities are scheduled for completion prior to September 30, 2025, in alignment with the grant deadline and project development timeline.

This remediation effort is a critical step in preparing Depot Park for future construction and ensuring that the site is environmentally safe for public use. The full cost of this work is covered by the Commerce grant.

Fiscal Impact			
No financial impact at this time and the additional work is fully funding by the Department of Commerce grant.			
Fund(s):	N/A		
Amount:	\$ N/A	Project Estimate:	\$ N/A -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends acceptance of the grant and approval of the Maul Foster and Alongi task order. MFA will manage the site monitoring, clean up and final reporting requirements.

Committee/Board Recommendation:

The Public Works Committee will be reviewing the request at their July 7 meeting. Their recommendations will be presented the Council on July 10, 2025.

CITY COUNCIL OPTIONS

1. Accept the Commerce grant and Authorize the Mayor to sign the Task Order with Maul Foster and Alongi to manage the contract on the City's behalf.
2. Do not accept the Commerce grant at this time.

PROPOSED MOTION

“I MOVE TO ACCEPT THE DEPARTMENT OF COMMERCE GRANT ADDENDUM NUMBER 2 FOR DEPOT PARK REMEDIATION AND AUTHORIZE THE MAYOR TO SIGN A TASK ORDER WITH MAUL FOSTER AND ALONGI IN THE AMOUNT OF \$42,900.00 TO MANAGE THE SITE REMEDIATION WORK.”

GRANT AGREEMENT AMENDMENT FACE SHEET

ATTACHMENT A

Grant Number: 22-62310-004
Project Name: Sebranke Property
Amendment: B

Washington State Department of Commerce Local Government Division Brownfields Revolving Loan Fund

1. GRANTEE City of Stanwood 10220 270 th Street NW Stanwood, WA 98292-8002		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative (only if updated) Patrica Love Community Development Director (360) 454-5206 patricia.love@ci.stanwood.wa.us		4. COMMERCE Representative (only if updated) Bridget Paris Program Manager (360) 870-9288 bridget.paris@commerce.wa.gov	
5. Original Grant Amount Phase 1: \$251,300 Phase 2: \$85,700 Total: \$337,000	6. Amendment Amount Addition of \$42,900	7. New Grant Amount \$379,900	
8. Amendment Funding Source Federal: X State: Other: N/A:	9. Amendment Start Date Amendment Execution Date	10. Amendment End Date November 30, 2025	
11. Federal Funds (as applicable) \$379,900	Federal Agency EPA	ALN 66.818	
12. SWV # 0015238-00	13. UBI # 319-008-103	14. UNIQUE ENTITY ID # K4JJWRZ1HWM6	
15. Amendment Purpose: The purpose of this amendment is to release Phase 2 funds in the amount of \$85,700 and to grant an additional \$42,900. This amendment also updates the Brownfields Revolving Loan Fund Special Terms and Conditions and removes the Administrative Fee.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant as Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant as Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grantee Terms and Conditions including SPECIAL TERMS AND CONDITIONS. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE

Signed by:

Patricia Love
139F40D854F04BF...
Signature
Patricia Love
Print Name
Community Development Director
Title
4/11/2025 | 8:44 AM PDT
Date

FOR COMMERCE

DocuSigned by:

Mark Barkley
80312804805C458...
Mark K. Barkley, Assistant Director
Local Government Division
4/14/2025 | 11:16 AM PDT
Date
APPROVED AS TO FORM ONLY
April 15, 2022
Dawn Cortez,
Assistant Attorney General

DECLARATIONS

AMENDMENT INFORMATION

Amendment Title: Contract Amendment
Amendment Number: B

GRANTEE INFORMATION

Grantee Name: City of Stanwood
Grant Agreement Number: 22-62310-004
State Wide Vendor Number: SWV0015238-00

PROJECT INFORMATION

Project Name: Sebranke Property
Project City: Stanwood
Project State: Washington
Project Zip Code: 98292-8022

GRANT AGREEMENT INFORMATION

Grant Amount: \$379,900
Contract End Date (as amended): November 30, 2025
Earliest Date for Reimbursement: Date of original contract execution
Time of Performance: Project will be completed by November 30, 2025, unless otherwise amended.

FUNDING INFORMATION

Total Amount of Federal Award: \$1,640,000
Federal Award Date: 10/07/2021
Federal Award ID # (FAIN): BF-00J96301
Amount of Federal Funds Obligated by this Action: \$379,900 in EPA Grant Funds
Awarding Official: Joe Nguyen, Director, (360) 725-4021
EPA Cooperative Agreement Number: BF-00J96301

AMENDED SCOPE OF WORK

COMMERCE and the GRANTEE agree that this Grant Agreement is amended as follows:

With the satisfactory completion of Phase 1, Phase 2 funding is released to the City of Stanwood in the amount of \$87,500. An additional \$42,900 is granted to complete additional cleanup activities, as detailed in the attached Maul Foster Alongi Memorandum dated October 1, 2024.

The SPECIAL TERMS AND CONDITIONS are hereby revised to:

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

1. DEFINITIONS

As used throughout this Brownfields Revolving Loan Fund (BRLF) Grant Agreement Contract the following terms shall have the meaning set forth below:

- A. "CERCLA §104(k)" shall mean Comprehensive, Environmental Response Compensation and Liability Act, Brownfields Revitalization Act.
- B. "Contract" shall mean this BRLF Grant Agreement.
- C. "Subrecipient" shall mean the entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Subrecipient.
- D. The "Contract End Date" shall mean the date the contract expires. The actual date of contract execution shall have no effect on the Contract End Date.
- E. "Deferral Period" shall be from the date of contract execution until the date of project completion. The Deferral Period shall not exceed 3 years in length.
- F. "Department of Commerce" and "COMMERCE" shall mean the Washington State Department of Commerce.
- G. "Eligible Activities" shall mean removal actions associated with actual cleanup of the Site and eligible direct administrative costs as specified in Attachment III — Administrative Prohibition and Eligible Costs.
- H. "EPA" shall mean the United States Environmental Protection Agency.
- I. "Project" means the remediation of the contaminated soils and groundwater from the property site owned by Subrecipient as described in Attachment I — Statement of Work, Schedule and Budget.
- J. "Property" shall mean the real property as described in Attachment II — Legal Description of Property.
- K. "Site Manager" shall mean the representative from the Washington State Department of Ecology Toxics Cleanup Program providing remediation oversight in cooperation with COMMERCE.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Subrecipient agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Subrecipient describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by the EPA Cooperative Agreement No. shown on the attached Declarations page awarded by EPA. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the EPA. Grant funds are administered by the BRLF Program, Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract. The Representative for each party and their contact information are identified on the Face Sheet of this Contract.

4. PURPOSE

COMMERCE and the Subrecipient have entered into this Contract to undertake a local project that furthers the goals and objectives of the BRLF Program. The project will be undertaken by the Subrecipient and will include the activities described in the STATEMENT OF WORK, SCHEDULE AND BUDGET shown on Attachment I and, if applicable, in accordance with the method approved in the Cleanup Action Plan. The project must be undertaken in accordance with the BRLF Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

The Subrecipient agrees to carry out the Project and shall use BRLF Grant funds only for eligible activities in compliance with CERCLA Section 104(k); the Washington State Model Toxics Control Act (MTCA); the Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31) and in accordance with all other applicable provisions of federal, state, or local law, including the "EPA General Terms and Conditions", as amended, which are attached in Attachment VII and incorporated by reference.

The Subrecipient shall ensure that the assessment and cleanup is protective of human health and the environment, shall perform the assessment and cleanup in and agrees to enter into and conduct the Brownfields assessment and cleanup in accordance with the terms of the Washington State Voluntary Cleanup Program (VCP) or other MTCA oversight authority as approved by COMMERCE.

5. PRE-CONTRACT REQUIREMENTS & CERTIFICATIONS

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

The Subrecipient certifies that the previously submitted BRLF Application, pre-contracting documents and certifications fairly represents the Subrecipient's financial condition and that no materially adverse change in condition or operation has occurred. The documents are incorporated by reference into this Contract.

6. AMOUNT OF GRANT

COMMERCE, using funds appropriated from the Federal Award as shown on the attached Declarations Page shall grant the Subrecipient a sum not to exceed the amount shown as GRANT AMOUNT on the attached Declarations Page. This grant amount includes an administrative fee, if applicable, which is shown on the Declarations Page as ADMINISTRATIVE FEE.

7. ADMINISTRATIVE FEE

The amount of the administrative fee as shown on the Declarations Page represents one percent (1%) of the grant request and shall not be reduced, regardless of the actual final grant amount at project completion. If the administrative fee applies and the total grant amount is increased by amendment, an additional grant fee equal to one percent (1%) of the additional grant amount will be assessed at amendment execution.

8. BILLING PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the Subrecipient submits a request for a grant disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Therefore, subject to availability of funds, warrants shall be issued to the Subrecipient for payment of allowable expenses incurred by the Subrecipient while undertaking and administering approved project activities in accordance with Attachment I – STATEMENT OF WORK, SCHEDULE AND BUDGET.

The Subrecipient must meet the internal controls requirements as stated in Section 32. The grant funds will be disbursed to the Subrecipient as follows:

COMMERCE shall reimburse the Subrecipient for eligible Project expenditures, up to the maximum payable under this Contract.

When requesting reimbursement for expenditures made, the Subrecipient shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19) referencing the Attachment I – STATEMENT OF WORK, SCHEDULE AND BUDGET project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Subrecipient with authority to bind the Subrecipient.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Subrecipient.

Pre-award costs are limited to permit fees and eligible costs directly associated with bid document preparation and bid advertisement. COMMERCE will pay for pre-award costs only incurred on or after the earliest date for reimbursement. Requests for reimbursements for costs related to pre-award activities will not be accepted until the Subrecipient has met the following conditions:

- Met the insurance requirements as stated in Special Term and Condition Section 34.

Project expenses incurred after the date shown as GRANT REIMBURSEMENT DATE on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to project activities will not be accepted until the Subrecipient has met the following conditions:

- A. Issued a Notice to Proceed, which follows the formal award of an environmental services contract;
- B. Complied with Special Term and Condition Section 17 Prevailing Wage;
- C. If applicable, submit 21 Day Labor Packet. For each prime and subcontractor performing work on site during the first two weeks of cleanup, contractor must provide a copy of the following documentation to COMMERCE within 21 days after the respective contractors begin work.
 - Statement of Intent to Pay Prevailing Wages
 - Certified Payroll for the two weeks' pay period
 - Employee Interview Forms. At least one interview per contractor and subcontractors per trade (job classification) must be conducted.
- D. Complied with any other conditions required by EPA or COMMERCE.

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

The Subrecipient can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

If Subrecipient has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, Subrecipient must clearly identify such grant contracts in the transmittal letter and request for payment.

COMMERCE will pay Subrecipient upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE *not more often than monthly*.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subrecipient.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Subrecipient for services rendered if the Subrecipient fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by COMMERCE.

In the event that the Subrecipient receives reimbursement for costs that are later determined by COMMERCE to be ineligible, these funds shall be repaid to COMMERCE.

Duplication of Billed Costs

The Subrecipient shall not bill COMMERCE for services performed under this Contract, and COMMERCE shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Subrecipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

9. TIME OF PERFORMANCE

The Subrecipient shall begin the activities identified within the Attachment I- STATEMENT OF WORK, SCHEDULE AND BUDGET no later than sixty (60) days after Contract execution.

The Subrecipient must reach project completion within the period specified on the Declarations Page as TIME OF PERFORMANCE and specifically identified in ATTACHMENT I- STATEMENT OF WORK, SCHEDULE, AND BUDGET.

Failure to meet project completion within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the Subrecipient may request, in writing, at least 90 days prior to the expiration of project completion date that COMMERCE extend the deadline for project completion. COMMERCE may extend the time of project completion.

It is expressly understood that a failure or delay on the part of the Subrecipient in the performance, in whole or in part, or any of the terms of this Contract, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency, or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Contract however, the Subrecipient shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.

10. PROJECT COMPLETION AND THE FINAL REPORT

The Subrecipient shall provide technical reports and other documents relative to assessment to COMMERCE and the Site Manager to confirm project completion and closeout of the cleanup action. The final report shall document completed cleanup goals achieved in compliance with the work plan, actions taken, institutional controls used (if any), resources committed, problems or challenges encountered (if any), and cleanup goals achieved, and acreage cleaned up within two (2) months of project completion. Additionally, the Subrecipient agrees to submit a final Financial Status Report using such form(s) as specified to COMMERCE within ninety (90) days of project completion.

The Subrecipient shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the Administrative Record.

SPECIAL TERMS AND CONDITIONS BROWNFIELDS REVOLVING LOAN FUND

In the event the Subrecipient does not complete the cleanup, COMMERCE will access the project site, ensure the site is secure and poses no immediate threat to human health or the environment, and notify EPA and the Site Manager.

11. RECAPTURE

In the event that the Subrecipient fails to perform this Contract, or expend the grant funds in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture all funds disbursed under the Contract, in addition to any other remedies available at law or in equity. Repayment by the Subrecipient of grant funds under this recapture provision shall occur within thirty (30) days of demand. In the event that COMMERCE is required to institute proceedings to enforce this recapture provision, COMMERCE shall be entitled to its costs, including reasonable attorney's fees.

This provision supersedes the Recapture provision in General Term and Condition Section 36.

12. SUBCONTRACTOR DATA COLLECTION

Subrecipient will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

13. FEDERAL AND STATE REQUIREMENTS

The Subrecipient assures compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments I to VIII.

14. COMPETITIVE BID REQUIREMENTS

All Project work performed pursuant to this Contract shall be performed by a qualified, competitively selected contractor consistent with good practices and industry standards.

The Subrecipient shall use a competitive procurement process in the award of any contracts with contractors or subcontractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR 200, and as revised on April 22, 2024.

If there is an inconsistency between the applicable Federal, State, local and tribal laws and regulations, the more restrictive shall be used.

The Subrecipient shall provide COMMERCE with copies of all bids and contracts for all work required under the Remedial Action Work Plan.

15. ELIGIBLE PROJECT COSTS

The Subrecipient assures compliance with Attachment III: Administrative Prohibition and Eligible Costs, which identifies eligible costs for projects funded by BRLF. The Subrecipient shall not exceed any of the costs identified in ATTACHMENT I — STATEMENT OF WORK, SCHEDULE AND BUDGET without the prior, written approval of COMMERCE.

All additional costs incurred as the result of change orders shall be the responsibility of the Subrecipient. In the event that unforeseen conditions are discovered during the Project implementation, COMMERCE reserves the right to revise the Project Documents.

The Subrecipient shall be responsible for obtaining all permits, licenses, approvals, certifications, and inspections required by federal, state, or local law and to maintain such permits, licenses, approvals, certifications, and inspections in current status prior or during the term of this Contract.

The Subrecipient understands and agrees that all BRLF Grant funds provided by COMMERCE shall be used for site assessment activities on the Property identified in Attachment II — Legal Description of Property.

Funds used for any and all work performed on the Property for which BRLF funds are conditioned upon the Subrecipient requiring the full compliance of any sub-contractors with the Project Documents and this Contract.

16. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

Prior to approval and disbursement of any funds awarded under this Contract, Subrecipient shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or complete a review under Section 106 of the National Historic Preservation Act, as applicable. Subrecipient agrees that the Subrecipient is legally and

SPECIAL TERMS AND CONDITIONS BROWNFIELDS REVOLVING LOAN FUND

financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Subrecipient shall, in accordance with Section 106 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Subrecipient agrees that, unless the Subrecipient is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Subrecipient shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Subrecipient shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Subrecipient agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

In the event that the Subrecipient finds it necessary to amend the Scope of Work the Subrecipient may be required to re-comply with EO 21-02 or Section 106 of the National Historic Preservation Act.

17. PREVAILING WAGE

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Subrecipient shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for Board's review upon request;

The Davis Bacon Act, 40 USC 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The Subrecipient agrees that the Subrecipient is legally and financially responsible for compliance with the prevailing wage requirements. Subrecipient is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid. Subrecipient agrees to follow Davis Bacon Prevailing Wage Terms and Conditions per Attachment VIII of this agreement.

18. FEDERAL EXCLUSION

These terms add to the terms in Section 11 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Subrecipient also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to COMMERCE and to keep a copy on file with the Subrecipient's project records.

19. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Contract, the Subrecipient accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Subrecipient is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Subrecipient must remain registered in the SAM database after the initial registration. The Subrecipient is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Subrecipient shall provide evidence documenting registration and renewal of SAM registration to COMMERCE.

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

In the event of the Subrecipient's noncompliance or refusal to comply with the requirement stated above, COMMERCE reserves the right to suspend payment until the Subrecipient cures this noncompliance.

20. RECORDKEEPING AND ACCESS

The Subrecipient agrees to maintain project information including executed contracts, invoices, correspondence, and other documents sufficient to evidence in proper detail the nature and propriety of the site assessment and expenditures. The Subrecipient shall submit a statement of any contributions of money, labor, materials, or services utilized in the completion of the project

COMMERCE, COMMERCE's agents, the Site Manager, and duly authorized officials of the state and federal governments shall have full access to the project site and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the Subrecipient and of persons, firms, or organizations with which the Subrecipient may contract, involving transactions related to this project and this Contract.

The Subrecipient's financial reporting system shall track the eligible use of BRLF funds by site, identify grant and matching funds for site assessment, cleanup and associated development, maintain records based upon federal or non-federal sources, and provided information for an annual financial statement to be submitted to COMMERCE.

The Subrecipient agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

21. REPORTS

The Subrecipient, at such times and on such forms as COMMERCE may require, shall furnish COMMERCE with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

- A. Prevailing Wage decisions and/or changes
- B. Disadvantaged Business Enterprises utilization
- C. Project Status Reports with each Invoice Voucher
- D. Project Completion Report (as described in Special Term and Condition Section 10)
- E. Other reports as COMMERCE may require.

In the event of the Subrecipient's noncompliance or refusal to comply with the requirement stated above, COMMERCE reserves the right to suspend payment until the Subrecipient cures this noncompliance.

22. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

These terms supersede the terms in General Term and Condition Section 5 Amendments in.

The Subrecipient may request an amendment of this Contract for the purpose of modifying the Attached STATEMENT OF WORK, SCHEDULE AND BUDGET, or by extending the time of performance as provided for in Special Term and Condition Section 9. Any revision to the STATEMENT OF WORK, SCHEDULE AND BUDGET, or location of the project must be approved in writing by COMMERCE prior to such change becoming effective. No modification or amendment resulting in an extension of project completion shall take effect until a request in writing has been received, approved by COMMERCE, and approved in writing by both COMMERCE and the Subrecipient and attached hereto in accordance with Special Term and Condition Section 9.

The Subrecipient shall not assign or attempt to assign directly or indirectly any of its rights under this Contract, or under any instrument referred to herein, without the prior written consent of COMMERCE. The Subrecipient shall not assign all or any portion of the Property made the subject of this Contract without the prior written consent of COMMERCE. As a condition of approval, COMMERCE reserves the right to demand payment in full of the outstanding principal balance of the grant.

No conditions or provisions of this Contract may be waived unless approved by COMMERCE in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach, if the default of breach persists or repeats.

Any forbearance by COMMERCE with respect to any of the terms and conditions of this Contract and associated Project Documents shall in no way constitute a waiver of any of COMMERCE's rights or privileges granted hereunder.

23. SUSPENSION OR TERMINATION FOR CAUSE

These terms supersede the terms in General Term and Condition Section 45 Termination for Cause.

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

Failure to perform the duties associated with this Contract in a timely manner may constitute default of this Contract and require the immediate repayment of any funds disbursed.

Any representation or warranty made herein or in any report, certificate, financial statement, or other instrument furnished in connection with this Contract or the Project Documents proven to be false in any material respect may constitute default of this Contract and require the immediate repayment of any funds disbursed.

If COMMERCE concludes that the Subrecipient has failed to comply with the terms and conditions of this Contract, or has failed to use the grant proceeds only for those activities identified in the Attachment I- STATEMENT OF WORK, SCHEDULE AND BUDGET, or has otherwise materially breached one or more of the covenants in this Contract, COMMERCE may at any time, at its discretion, upon notice to the Subrecipient, suspend or terminate the Contract and/or its attached agreements in whole or in part, and may, at its sole discretion, recapture the entire grant amount and all costs incurred by COMMERCE. Such Notice of Suspension or Notice of Termination for Cause shall be in writing, shall state the reason for such suspension/termination, and shall specify the effective date of the suspension/termination. The effective date of the suspension/termination will be determined by COMMERCE. Such notice shall inform the Subrecipient of the breach of the relevant provision and shall allow the Subrecipient at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the Subrecipient that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the grant shall be due and payable. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

24. TERMINATION FOR CONVENIENCE

These terms supersede the terms in Section 46 Termination for Convenience in General Terms and Conditions.

COMMERCE may terminate this Contract in the event that federal or state funds are no longer available to COMMERCE, or are not appropriated for the purpose of meeting COMMERCE's obligations under this Contract. COMMERCE shall notify the Subrecipient in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by COMMERCE. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

25. PROJECT SIGNS

The Subrecipient agrees to erect a sign(s) on the Property stating that the Project is being financed in part by an EPA grant and in cooperation with the Washington State Department of Commerce. Additional signage must include contacts for obtaining information on activities being conducted at the Project Site and for reporting Davis-Bacon Compliance, suspected criminal activities, and health and safety rules. Any sign(s) erected on the Project Site shall comply with all requirements of the state and local law applicable to on premise outdoor advertising.

26. INDEMNIFICATION

These terms supersede the terms in General Term and Condition Section 21 Indemnification.

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the federal government, state of Washington, COMMERCE, federal and state agencies and all federal or state officials, agents and employees, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subrecipient's obligation to indemnify, defend, and hold harmless includes any claim by Subrecipient's agents, employees, representatives, or any subcontractor or its employees.

The Subrecipient's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Subrecipient, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient or its subcontractors, agents, or employees.

The Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

27. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

SPECIAL TERMS AND CONDITIONS BROWNFIELDS REVOLVING LOAN FUND

As mandated by the EPA, the Subrecipient agrees to comply with the requirements of the EPA's Program for Utilization of Small, Minority Business Enterprises, and Women's Business Enterprises (MBE/WBE) in procurement under this Contract. The Subrecipient is required to follow the requirements identified in Attachment IV: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the Subrecipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Washington State Office of Minority and Women's Business Enterprises. The Subrecipient attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of disadvantaged businesses are stated in Attachment IV: Disadvantaged Business Enterprise Requirements.

The Subrecipient is required to furnish COMMERCE with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

28. NONDISCRIMINATION PROVISION

Per 2 CFR 200.300, during the performance of this Contract, the Subrecipient shall comply with all federal and state nondiscrimination laws, including, but not limited to the US Constitution, applicable federal statutes and regulations, and 42 USC 12101 et. seq, the Americans with Disabilities Act (ADA).

Subrecipient must ensure that the award is administered in a way that does not unlawfully discriminate based on sexual orientation or gender identity if the statute's prohibition on sex discrimination encompasses discrimination based on sexual orientation and gender identity consistent with the Supreme Court's reasoning in *Bostock v. Clayton County*, 140 S. Ct. 1731 (2020).

Further, in administering awards in accordance with the U.S. Constitution, the Federal agency must take account of the heightened constitutional scrutiny that may apply under the Constitution's Equal Protection guarantee for government action that provides differential treatment based on protected characteristics.

Subrecipient shall also comply with RCW 49.60, Washington's Law Against Discrimination.

In the event of the Subrecipient's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, the grant funds may be recaptured, and the Subrecipient may be declared ineligible for further contracts with COMMERCE. The Subrecipient shall, however, be given a reasonable time in which to cure this noncompliance.

The Subrecipient must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the Attachment STATEMENT OF WORK, SCHEDULE AND BUDGET.

"The Contractor shall not discriminate on the basis of race, color, national origin or sex, or gender identity, in the performance of this Contract in accordance with 2 CFR 200.300. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

29. PROHIBITION STATEMENT

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the Subrecipient's contractors, subcontractors, engineers, vendors, and any other entity *shall comply with and include the following terms and conditions in all contracts* for work or services listed in the Attachment I- STATEMENT OF WORK, SCHEDULE AND BUDGET:

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

If any term of this section is violated, this contract may be terminated.

30. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

The Subrecipient warrants that the Subrecipient neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to COMMERCE.

The Subrecipient is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of EPA funds is basis for criminal, civil, or administrative fines and/or penalties.

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

31. ACCURACY OF FINANCIAL INFORMATION

The Subrecipient warrants that all financial statements and related information furnished by the Subrecipient have been prepared under Generally Accepted Accounting Procedures (GAAP) or tax basis, and fully represents to the best of the Subrecipient's knowledge, the financial condition of the Subrecipient as of the dates and for the periods indicated.

The Subrecipient covenants that since the date of such statements, the Subrecipient is unaware of any materially adverse change in the business property, operations, or condition (financial or otherwise) that would impair the Subrecipient's ability to repay the grant.

32. INTERNAL CONTROL

The Subrecipient must designate one person as fiscal coordinator of the grant. Only one signature is required to request reimbursement of expenditures from COMMERCE, However, in the absence of the fiscal coordinator, or in other circumstances, a second person must be authorized to sign on the reimbursement request form.

The Subrecipient must maintain effective internal controls and accountability for the grant funds by complying with financial management standards and GAAP.

33. LITIGATION

The Subrecipient warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the Subrecipient's ability to perform the grant.

34. INSURANCE

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in suspension or termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Subrecipient shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Subrecipient shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Subrecipient shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Subrecipient shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Subrecipient or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Subrecipient shall maintain Professional Liability or Errors and Omissions Insurance. The Subrecipient shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Subrecipient and licensed staff employed or under contract to the

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

Subrecipient. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Subrecipient as beneficiary.

Contractors and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Subrecipient may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Subrecipient shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Subrecipient's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Subrecipient shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Subrecipient's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Contract.

35. INDIRECT COSTS

Pursuant to CERCLA 104(k)(4)(B), indirect costs are not eligible for reimbursement under this Contract.

36. SMALL BUSINESS IN RURAL AREAS (SBRA)

The Subrecipient shall consider: place SBRA's on solicitation lists; make sure that SBRA's are solicited whenever there are potential sources; divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's; establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA's; and, use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

37. LAWS

These terms add to the terms in General Term and Condition Section 24 Laws.

The Subrecipient shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200 and 1500— Audit Requirements, and as revised on April 22, 2024.

B. Environmental Protection and Review

National Historic Preservation Act of 1966, Public Law 89-665 as amended.
Endangered Species Act, Public Law 93-205 as amended
Clean Water Act of 1977, Public Law 95-217 as amended
Safe Drinking Water Act, Public Law 93-523 as amended

**SPECIAL TERMS AND CONDITIONS
BROWNFIELDS REVOLVING LOAN FUND**

Clean Air Act, Public Law 84-159 as amended
Rehabilitation Act of 1973, Section 504 as implemented by Executive Orders 11914 and 11250
Resource Conservation and Recovery Act (RCRA) Section 6002

38. FRAUD AND OTHER LOSS REPORTING

Subrecipient/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

39. WHISTLEBLOWER PROTECTIONS

Per 2 CFR 200.217, Subrecipient must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

40. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", General Term and Condition Section 16, are not intended to apply to any architectural and engineering design work funded by this grant.

41. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations.
- EPA Terms and Conditions

Special Terms and Conditions including attachments



Memorandum

To: Bridget Paris, Program Manager
Washington State Brownfields Revolving Loan Fund
Washington State Department of Commerce

Date: October 14, 2024

From: Phil Wiescher, PhD
Carolyn Wise, LHG

Project No.: M1030.02.006

Re: Amended Request for Additional Funding for Cleanup Activities on the Sebranke Property
Washington State Department of Commerce Contract Number: 22-62310-004

On behalf of the City of Stanwood, MFA conducted cleanup activities at the Sebranke property in Stanwood, Washington (the Property) between December 5, 2022, and January 17, 2023. Remediation was performed in accordance with the scope of work described in the U.S. Environmental Protection Agency-approved sampling and analysis plan/quality assurance plan, dated November 9, 2022, prepared under Washington State Department of Commerce grant 22-62310-004 with the City of Stanwood. Following the completion of cleanup activities, monitoring wells were installed at the Property to assess the effectiveness of the remedy.

During monitoring well installation in September 2023, the driller encountered an unknown, underground structure approximately 4 feet below ground surface on the north side of the southeastern utility pole, below the water table. Due to the high-water table and small diameter of the borehole (2-inches), the type of underground structure could not be confirmed. The structure did not appear to be a utility, and no free product was visible in the soil core. Further evaluation is needed to determine if the structure is an underground storage tank (UST). If the structure is a UST, it would require decommissioning in accordance with Washington Department of Ecology requirements, and to meet site cleanup objectives.

The discovery of the unknown structure will result in additional cleanup action costs, including the following:

- A test pitting evaluation to assess if the structure is an abandoned UST.
- If the structure is a UST, the following costs would be incurred:
 - Completion of decommissioning and site assessment activities for the abandoned UST (assumes UST capacity of less than 1,000-gallons and in-place decommissioning), including permit fees, disposal of tank contents, cleaning, inertion, backfill, and site assessment reporting.
 - Drilling costs to obtain soil samples adjacent to the UST, assuming in-place decommissioning.
 - Analytical costs to characterize soil adjacent to UST, per Ecology requirements.

Bridget Paris, Program Manager
October 14, 2024

Project No. M1030.02.006
Page 2

- Project coordination and reporting associated with the unanticipated conditions.

An initial request for additional funding to cover this work was made on September 13, 2023. Costs to perform the work outlined below have been updated and this memorandum is intended to replace the initial request made in September 2023.

On behalf of the City of Stanwood, grant funds are requested to complete the cleanup actions at the Property (see budget table below).

Additional Projected Costs	
Professional and Technical Services	
Project Management	\$3,500
Oversight and Reporting	\$7,200
Subtotal:	\$10,700
Supplemental Remedial Action	
Underground Structure Evaluation	\$3,800
Subcontractor Drilling Fees	\$9,300
UST Decommissioning and Analytical Fees	\$15,200
Subtotal:	\$28,300
Total:	\$39,000
Contingency (Assuming 10%):	\$3,900
TOTAL ESTIMATED COSTS:	\$42,900

Review by:	Name:	Initials:	Date:
Section Manager	Jon Galow		4/10/2025 3:49 PM PDT
Budget Analyst	Cindy Chavez		4/10/2025 4:26 PM PDT
Managing Director	Chris McCord		4/10/2025 4:55 PM PDT
Deputy Assistant Director	Tony Hanson		4/14/2025 11:13 AM PDT
Assistant Director	Mark Barkley		4/14/2025 11:16 AM PDT



**PER ON-CALL PROFESSIONAL SERVICE AGREEMENT #2025-009
BETWEEN CITY OF STANWOOD, WASHINGTON (CITY)
AND MAUL FOSTER AND ALONGI (CONSULTANT)**

APPROVED TASK ORDER

TASK ORDER: 2025-009.01

PROJECT NAME: Depot Park (Sebranke) site Cleanup Support Services

This shall constitute an approved Task Order pursuant to the Supplemental Agreement between CITY and CONSULTANT dated February 1, 2025 ("AGREEMENT"). The scope of services, cost estimate, and rate sheet are incorporated into the Agreement.

Project Scope of Services:

Maul Foster and Alongi will provide additional remedial action scope of work funded by a Washington State Department of Commerce (Commerce) Brownfields Revolving Loan Fund (BRLF) grant and provide ongoing support for managing the Commerce grant. The following is a summary of tasks:

Tasks:

Task 1: Remedial Design and Project Management

Task 2: Construction Management, Oversight, and Completion Reporting

Task 3: Compliance Groundwater Monitoring

CONSULTANT agrees to perform the tasks listed above and described in Exhibit A for a fee amount of **\$42,900 (forty-two thousand, nine hundred dollars)**, unless otherwise modified by the Mayor in a subsequent Task Order Approval Form.

Performance of the services shall be subject to the terms and conditions contained in AGREEMENT.

Dated this July 10, 2025.

CITY OF STANWOOD

By: _____
Sid Roberts, Mayor

MAUL FOSTER AND ALONGI

By:  _____
[Phil Wiescher \(Jul 2, 2025 08:01 PDT\)](#)
Phil Wiescher, PHD
Principal Environmental Scientist

Estimated Budget—Change Order No. 2
City of Stanwood
Remedial Action Sebranke Property

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Remedial Design and Project Management	14	\$ 3,500	\$ -	\$ -	\$3,500
2 Construction Management, Oversight, and Completion Reporting	83	\$ 15,700	\$ 500	\$ 23,200	\$39,400
3 Compliance Groundwater Monitoring	0	\$ -	\$ -	\$ -	\$0
Total Estimated Cost					\$42,900

MFA Change Order Authorization

Between Maul Foster & Alongi, Inc. (MFA), and City of Stanwood (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the additional work as described below (Work) under the terms and conditions of the Master Agreement for Professional Services with an effective date of: February 1, 2025, which is fully incorporated herein by this reference. All contract provisions remain in full force and effect and shall be undisturbed by this change order, except for the changes described below.

MFA project number: M1030.02.006

Change order number: 02

Project name: Downtown Park (Sebranke) Site Cleanup Support Services

Project location: 8627 271st Street NW, Stanwood, WA 98292

Reason for revisions to scope and schedule of work:

Cleanup activities were completed between December 5, 2022, and January 17, 2023 at the Sebranke property in Stanwood, Washington (the Property) consistent with the scope of work described in the EPA-approved sampling and analysis plan/quality assurance plan, dated November 9, 2022, under Washington State Department of Commerce grant 22-62310-004 with the City of Stanwood.

During monitoring well installation in September 2023, the driller encountered an unknown, underground structure approximately 4 feet below ground surface on the north side of the southeastern utility pole, below the water table. Due to the high-water table and small diameter of the borehole (2-inches), the type of underground structure could not be confirmed. The structure did not appear to be a utility, and no free product was visible in the soil core. Further evaluation is needed to determine if the structure is an underground storage tank (UST). If the structure is a UST, it would require decommissioning in accordance with Washington Department of Ecology requirements, and to meet site cleanup objectives.

To address the discovery of the unknown structure the following will be completed:

- A test pitting evaluation to assess if the structure is an abandoned UST.
- If the structure is a UST:
 - Completion of decommissioning and site assessment activities for the abandoned UST (assumes UST capacity of less than 1,000-gallons and in-place decommissioning), including permit fees, disposal of tank contents, cleaning, inertion, backfill, and site assessment reporting.
 - Drilling costs to obtain soil samples adjacent to the UST, assuming in-place decommissioning.
 - Analytical costs to characterize soil adjacent to UST, per Ecology requirements.
- Project coordination and reporting associated with the unanticipated conditions.

Scope and schedule of work: MFA will perform the Work indicated below. Additional grant funding was obtained from Commerce to cover these costs.

Task 1-Remedial Design and Project Management

Coordinate the tasks outlined above, including project communications, budget tracking, and project documentation.

Communications with Client, Washington Department of Ecology, and Washington Department of Commerce to discuss the potential UST decommissioning, provide ongoing support for compliance monitoring, and support for pursuit of a property specific No Further Action determination.

Task 2-Construction Management, Oversight, and Completion Reporting

Labor and fees, travel to/from the field site, travel-related expenses (i.e., mileage/vehicle rental fees, meals, and lodging), and field equipment and subcontractor fees for test pitting evaluation.

If UST decommissioning is conducted, the following tasks are included:

- Labor and fees, travel to/from the field site, travel-related expenses (i.e., mileage/vehicle rental fees, meals, and lodging), and field equipment and subcontractor fees for UST decommissioning.
- Analytical fees associated with site assessment sampling for UST decommissioning.
- Preparation of a site assessment report documenting the UST decommissioning. The site assessment report will be prepared in general accordance with WAC 173-340A-0730.

Task 3-Compliance Groundwater Monitoring

No changes to this task are anticipated.

In preparing the scope of work, MFA has assumed that the previously installed monitoring wells will remain undisturbed and protected during exploration and potential UST decommissioning.

MFA will begin work immediately upon receiving authorization to proceed. This proposal is valid for 60 days.

Budget data (all figures are estimates unless otherwise noted):

Original contract amount:	\$ 95,759
Net change by previous authorized change order(s):	\$ 72,710
Contract price prior to this change order:	\$ 168,469
This contract change order increases contract price by:	\$ 42,900
New contract price including this change order:	\$ 211,369

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 2nd day of June 2025.

By Maul Foster & Alongi, Inc.

By City of Stanwood



Signature

Phil Wiescher, PhD

Printed Name

Principal Environmental Scientist

Title

Signature

Printed Name

Title



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c
DATE: July 10, 2025
SUBJECT: 72nd Ave Northwest Right of Way Acquisition
CONTACT PERSON: Alan Lytton, City Engineer
ATTACHMENTS: A – Offer Letter
B – Real Estate Purchase and Sale Contract

PURPOSE

The purpose of this agenda item is to authorize the Mayor to execute the purchase of property needed to install sidewalk on the West side of 72nd Ave NW between 276th St NW and 272nd St NW.

BACKGROUND

As part of the 272nd and 72nd sidewalk project, property will need to be acquired to install the sidewalk. The project area was surveyed, and design is in progress. The City's offer is \$17,834.50.

ANALYSIS

Fiscal Impact			
Fund(s):	(103) 595 30 63 41		
Amount:	\$150,000	Project Estimate:	\$17,834.50
Budget Authorized	[X] Yes [] No	Amendment Required	[] Yes [X] No [] Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends approval of property purchase from parcel 32042000301101.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to execute the purchase of approximately 3,667 square feet of property for \$17,834.50.
2. Do not approve the purchase.

PROPOSED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE PURCHASE OF APPROXIMATELY 3,667 SQUARE FEET OF PROPERTY NEEDED FOR THE 272ND STREET AND 72ND AVE SIDEWALK PROJCT FOR \$17,834.50.”



June 26, 2025

WALLACE R. MIDDLETON LILLIAN L. MIDDLETON, Trustees
27312 72ND AVE NW,
STANWOOD, WA 98292-7409

RE: ROW Acquisition over a portion of 27312 72ND AVE NW
Tax Parcel Number 32042000301100

Dear Wallace and Lillian Middleton,

The City of Stanwood is seeking to expand its right-of-way along 72nd Avenue NW by adding approximately 3,667 feet of sidewalk, buffer and curb to the west side of the right-of-way. As part of the project, the City needs to purchase a portion of the property that you own, identified above.

The City's offer is \$17,834.50 for the purchase of the right-of-way as described in the documents provided you with this letter. This value has been determined by the cost per square foot of a previous acquisition of similarly valued property.

If you decide to accept the City's offer, please contact Alan Lytton to discuss finalizing the matter. Enclosed for your review is a DRAFT Purchase and Sale Agreement. If you have any questions or concerns, please don't hesitate to reach out.

We have attempted by this letter to provide a concise statement of the City's offer. We hope the information will assist you in reaching a decision. If you have any questions concerning the construction, right of way plans, or acquisition details, please contact Alan Lytton at 360-502-1326, or email at alan.lytton@ci.stanwood.wa.us.

Thank you for your cooperation.

Sincerely,

CITY OF STANWOOD

By
SID ROBERTS, Mayor

Enclosures

Delivered by: _____ Date: _____

Receipt Acknowledged:

_____ Date: _____
Owner
(Signature indicates receipt of this letter only and does not indicate acceptance of the City’s offer.)

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

DATE: _____, 2025.

The undersigned Purchaser, CITY OF STANWOOD, agrees to buy, and the undersigned Seller, WALLACE R. MIDDLETON and LILLIAN L. MIDDLETON, as Trustees under the Declaration of Revocable Living Trust dated July 6, 1990, agree to sell, on the following terms, the property legally described as:

THAT PORTION LYING EAST OF THE EAST 264 FEET AND SOUTH OF PARCEL 'A' PER RECORDING NUMBER 201810010193, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M., EXCEPT FOR COUNTY ROADS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 'A', SAID SOUTHEAST CORNER BEING 16.50 FEET WEST OF THE CENTERLINE OF 72ND AVEUNE NORTHWEST;
THENCE NORTH 89°10'31" WEST, ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 12.00 FEET TO A LINE PARALLEL WITH AND 28.50 FEET WEST OF SAID CENTERLINE;
THENCE SOUTH 0°43'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 15.76 FEET;
THENCE SOUTH 89°16'13" EAST, A DISTANCE OF 6.50 FEET TO A LINE THAT IS PARALLEL WITH AND 22.00 FEET WEST OF SAID CENTERLINE;
THENCE SOUTH 0°43'47" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 611.83 FEET TO A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 19.00 FEET;
THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°32'05" AND AN ARC LENGTH OF 16.76 FEET TO THE NORTH MARGIN OF 272ND STREET NORTHWEST BEING 30.00 FEET NORTH OF THE CENTERLINE OF 272ND STREET NORTHWEST;
THENCE SOUTH 88°28'30" EAST, ALONG SAID NORTH MARGIN, A DISTANCE OF 12.42 FEET TO THE WEST MARGIN OF 72ND AVENUE NORTHWEST BEING 16.50 FEET WEST OF THE CENTERLINE OF SAID 72ND AVENUE NORTHWEST;
THENCE NORTH 0°43'47" EAST, ALONG SAID WEST MARGIN, A DISTANCE OF 642.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,667 SQUARE FEET, MORE OR LESS.

Tax Parcel Number(s): 32042000301100, 32042000301101

1. **PURCHASE PRICE.** The total purchase price is SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND 50/100 DOLLARS (\$17,834.50).

2. **METHOD OF PAYMENT.** All cash at time of closing.

3. **CONDITION OF TITLE.** Title to the property is to be free of all encumbrances or defects, including city, county or local improvement district assessments, except those acceptable to Purchaser. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing.

4. **RIGHT TO FARM/RIGHT TO PRACTICE FORESTRY.** Seller declares that the subject property is not “designated farm land” as defined in Snohomish County Code section 30.91F.140, or situated within 1300 feet of “designated farm land”. Seller declares that the subject property is not “designated forest land” as defined in Snohomish County Code section 30.91F.460, or situated within 500 feet of “designated forest land”.

5. **DISCLOSURE UNDER RCW 64.06.** Purchaser has been advised of Purchaser’s right under RCW 64.06 to receive a statutory form disclosure statement concerning the condition of unimproved residential real property, and the right to rescind this transaction after review of such disclosure. Purchaser shall have ten (10) business days after receipt of the disclosure to accept or reject the property based upon the disclosures made by Seller. If Purchaser rejects the property, Purchaser shall give written notice to Seller of the termination of this transaction, in which event this agreement shall be null, void and unenforceable. Seller makes the following environmental disclosures concerning the subject property:

ENVIRONMENTAL

☐ Yes ☐ No ☐ Don't Know

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

☐ Yes ☐ No ☐ Don't Know

*B. Does any part of the property contain fill dirt, waste, or other fill material?

☐ Yes ☐ No ☐ Don't Know

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

☐ Yes ☐ No ☐ Don't Know

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

☐ Yes ☐ No ☐ Don't Know

*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

☐ Yes ☐ No ☐ Don't Know

*F. Has the property been used for commercial or industrial purposes?

☐ Yes ☐ No ☐ Don't Know

*G. Is there any soil or groundwater contamination?

☐ Yes ☐ No ☐ Don't Know

*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

☐ Yes ☐ No ☐ Don't Know

*I. Has the property been used as a legal or illegal dumping site?

☐ Yes ☐ No ☐ Don't Know

*J. Has the property been used as an illegal drug manufacturing site?

☐ Yes ☐ No ☐ Don't Know

*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

6. **TITLE CONVEYANCE.** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 3 and subject to any liens or encumbrances created by Purchaser.

7. **CLOSING OF SALE.** This sale shall be closed at the office of CHICAGO TITLE, Closing Agent, or at such licensed and bonded escrow company as PURCHASER selects, not later than December 31, 2025 (hereinafter the "closing deadline"). Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement.

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

If this sale has not closed by the closing deadline, this transaction shall automatically terminate, and this agreement shall be null, void and unenforceable.

8. **CLOSING COSTS AND PRORATES.** This transaction is exempt from excise tax, as Purchaser is a municipality acquiring the property under threat of eminent domain. Seller and Purchaser shall each pay one-half of escrow fees and recording fees. The parties acknowledge that the property will become exempt from real estate taxes after closing. Real estate taxes for the current year shall be paid in full by Seller at or prior to closing. Seller shall be responsible for applying for any applicable real estate tax refund from Snohomish County.

9. **FIRPTA - TAX WITHHOLDING AT CLOSING.** The Closing Agent is instructed to prepare a certification (PSMLA Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

10. **POSSESSION.** Purchaser shall be entitled to possession on closing.

11. **RISK OF LOSS.** Should the improvements on the property be materially damaged by fire or other cause prior to date of closing, this agreement shall be voidable at the option of Purchaser.

12. **DEFAULT.** In the event that either Purchaser or Seller shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and a reasonable attorney's fee.

Seller initials: _____

Purchaser initials: _____

Furthermore, in the event this transaction fails to close due to any default by Seller, Seller may be liable for actual out-of-pocket expenses of Purchaser or damages of Purchaser up to an amount not to exceed TEN THOUSAND DOLLARS (\$10,000.00). Purchaser may bring an action for specific performance due to default by Seller.

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

Seller's name and address:

WALLACE R. MIDDLETON LILLIAN L. MIDDLETON, Trustees
27312 72ND AVE NW,
STANWOOD, WA 98292-7409
Phone: 360-629-2946
Email: ramid96@frontier.com

Purchaser's name and address:

City of Stanwood
c/o Thompson, Guildner & Associates
110 Cedar Avenue, Suite 102
Snohomish, WA 98290
Office: 360-568-3119
Email: nikkit@trustedguidancelaw.com

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the business day following the date of electronic (email) transmission or facsimile transmission, or on the third day following the day such notice is mailed in accordance with this paragraph. Telephone numbers are for contact purposes only and may not be used for notice.

14. **OFAC.** Purchaser and Seller represent and warrant each to the other that neither is a person or entity with whom the other is restricted from doing business under any current regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not engaged in any dealings or transaction or otherwise associated with such persons or entities.

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

16. **FEASIBILITY CONTINGENCY.** This offer is contingent upon Purchaser's determination of the feasibility of the property for Purchaser's intended use. Within Two (2) days of Mutual Acceptance Seller shall provide to Purchaser copies of all non-privileged contacts, documents, and studies of material significance to the Property that are currently in Seller's possession as of the date of mutual acceptance. Purchaser shall have thirty (30) days from the date of mutual acceptance to test, inspect and review the condition of the property and the condition of the improvements upon the property. If Purchaser, in its sole subjective discretion, determines that the property will not serve its purpose, Purchaser shall give the Closing Agent written notice of Purchaser's desire to terminate within 10 days of the date of mutual acceptance, in which event this agreement will terminate.

Purchaser may waive this contingency at any time by written notice to Seller and Closing Agent. This contingency shall be deemed satisfied or waived if the Purchaser does not give written notice of termination of this purchase based upon the failure of this contingency within 10 days of the date of mutual acceptance.

17. **REAL ESTATE BROKER OR AGENT COMMISSIONS.** Purchaser represents to Seller that it has engaged no broker or real estate agent in connection with the negotiations leading to this Agreement. Seller shall be solely responsible for any fees to any broker or real estate agent in connection with the negotiations leading to this Agreement and shall indemnify and hold harmless the Purchaser from any such broker's fee or real estate commissions.

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

19. **THREAT OF EXERCISE OF POWERS OF EMINENT DOMAIN.** Purchaser is a municipal corporation of the State of Washington with the power to acquire property by eminent domain pursuant to Chapter 8.12, RCW. Purchaser's intended use of the purchase property is a necessary public use. The City Council of the City of Stanwood has authorized the acquisition of the property by condemnation should that be necessary, and an ordinance to that effect will be adopted if required. Purchaser has notified Seller in writing of the intent to condemn the property if the property proves to be feasible for Purchaser's intended use and the Seller and the Purchaser cannot reach agreement on the terms of sale. Should Purchaser ascertain that the subject property meets the continuing needs of the Purchaser and the public, this transaction shall be completed under threat of exercise of the powers of eminent domain.

20. **NO NEW LEASES OR CONTRACTS.** Prior to Closing, SELLER shall not enter into any new leases, contracts or agreements affecting the Property without the prior written consent of CITY, except the SELLER may enter into interim contracts or agreements in connection with the management, maintenance, repair or preservation of the Property in the normal course of business if each such contract or agreement expires or is terminated at or prior to Closing.

21. **RIGHTS OF ENTRY.** CITY, and its agents and consultants, at CITY's sole expense and risk, may enter the Property during the term of this Agreement at reasonable times scheduled in advance with SELLER for the purpose of CITY's due diligence study of the Property.

22. **RESERVATION OF POLICE POWER.** Notwithstanding anything to the contrary set forth herein, Seller understands and acknowledges that the Purchaser's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this agreement.

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

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

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

26. **DEADLINE.** This agreement is void unless executed by both parties by 5:00 p.m. on July 31, 2025.

DATED this _____ day of _____, 2025.

City of Stanwood, Mayor Sid Roberts, Purchaser

DATED this _____ day of _____, 2025.

WALLACE R. MIDDLETON, Trustee

LILLIAN L. MIDDLETON, Trustee

DATED this _____ day of _____, 2025.

Thompson, Guildner & Associates, Inc.

By _____
Nikki Thompson, City Attorney

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