Agenda
City Council Regular Meeting
September 11, 2025 | 7:00 PM

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

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

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call**
3. **Approval of the Agenda**
4. **Presentations**
   a. Employee Recognition Awards
   b. Community Resource Center Program Updates
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**
   a. Police Compstat Report - August
   b. 2025 Key Legislation Update Timeline
7. **Council Committee Reports**
   a. Community Development Committee Meeting Minutes - August 7 & 13, 2025
   b. Economic Development Board Meeting Minutes - July 18, 2025
   c. Planning Commission Meeting Minutes - June 9, 2025
8. **Consent Agenda**
   a. Approve Vouchers and Payroll
   b. Approve City Council Regular Meeting Minutes - August 14, 2025
   c. Approve City Council Workshop Minutes - August 14, 2025
   d. Snohomish County Drainage & Diking Improvement District 7 ILA for the Dike District 7 Levee Realignment and Repair Project
9. **Unfinished Business**
10. **Public Hearing**
11. **New Business**
   a. Authorize a New Position - Deputy Clerk/Finance Administrative Assistant
   b. Authorize the Mayor to Sign a Contract with Gray & Osborne for the Knittle Pump Station Replacement Project Design
   c. Irvine Slough Stormwater Separation Project - Phase II Project
12. **Public Closing Comments**

13. **Executive/Legislative Reports**
14. **Recess to Executive Session**
    a. To Discuss Pending Litigation Per RCW 42.30.110(1)(i)
15. **Adjourn**

Upcoming Meeting Dates
Thursday, Sept. 25, 2025 City Council Workshop 5:00 pm
Thursday, Sept. 25, 2025 City Council Meeting 7:00 pm
Thursday, Oct. 9, 2025 City Council Meeting 7:00 pm

City of Stanwood
Council Agenda Staff Report

Item Number:	4.a.
Date:	September 11, 2025
Subject:	Employee Recognition Awards
Contact Person:	Sid Roberts, Mayor
Attachments:	None

Issue:

Mayor Roberts will present two City Employees with the 2025 Employee Excellence Award.

City of Stanwood
Council Agenda Staff Report

Item Number:	4.b.
Date:	September 11, 2025
Subject:	Community Resource Center Program Updates
Contact Person:	Shawn Smith, City Administrator
Attachments:	None

Issue:

Stanwood Community Center Executive Director, Mary Bredereck, will be presenting an update on community programs, including the city-funded Rental Assistance program.

City of Stanwood
Council Agenda Staff Report

Item Number:	6.a.
Date:	September 11, 2025
Subject:	Police Compstat Report - August
Contact Person:	Jason Toner, Chief
Attachments:	1. Compstat_August

Issue:
The Police Compstat Report for the month of August is attached for Council's 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

AUGUST 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.

AUGUST 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%

AUGUST 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	43	26	31	31	273
Concealed Pistol License Issued	25	24	33	21	192
Fingerprinting & Approx Time	12 3.0 hrs	27 6.75 hrs	14 3.5 hrs	26 6.5 hrs	138 34.5 hrs

AUGUST 2025

Stanwood Police Department

Message from the Chief

August Update: Sunshine, Seahawks, and Stanwood Safety

September is here, students are back in the classroom, the Seahawks are back in action, and the Mariners are holding on as they make a run at the playoffs (fingers crossed). I also came across a depressing fact: between September 1st and October 1st, we lose 103 minutes of daylight. So, get outside and enjoy the sunshine while it lasts!

Jail Costs in Stanwood

Stanwood is a vibrant small community with a very low crime rate compared to our neighbors in Skagit and Snohomish counties. The Stanwood Police Department has a philosophy of compassion with accountability, we want to help people when we can, but when crimes are committed, people need to be held accountable, which often means time in jail.

For 2025, Stanwood budgeted $59,482 for jail costs. Year-to-date, we have already spent $53,078 and expect to finish the year over budget. This is unusual because, historically, Stanwood has been well under budget.

Here's a look at the past decade of jail costs:

Year	Budegt	Expenditures	Remainig
2016	$ 86,000	$ 82,969	$ 3,031
2017	$ 86,000	$ 67,808	$ 18,192
2018	$ 86,000	$ 64,199	$ 21,801
2019	$ 88,580	$ 42,910	$ 45,670
2020	$ 91,237	$ 35,067	$ 56,170
2021	$ 55,000	$ 41,535	$ 13,465
2022	$ 55,000	$ 27,709	$ 27,291
2023	$ 55,000	$ 43,921	$ 11,079
2024	$ 57,750	$ 35,231	$ 22,519
2025	$ 59,482	$ 53,079	$ 6,403
Ten year Total	$ 720,049	$ 494,429	$ 225,620

Why the Increase This Year?

A couple of shifts explain why jail costs have risen:

Courts & Prosecutors Back to Pre-COVID Practices:

The prosecutor's office is now fully staffed, moving cases more quickly, (still slow but better than during covid). Judges are again imposing bail requirements instead of routinely releasing suspects on personal recognizance which has resulted in longer jail stays.

Message from the Chief

Repeat Offenders Driving Costs:

Year to date Stanwood PD has arrested 41 people, resulting in 142 total jail days and $53,000 in costs. A typical stay is just a day or two. However, five individuals accounted for 111 days and more than $31,000 in costs. These cases involved domestic violence, protection order violations, and DUIs.

One example is “John” (not his real name), who alone cost the city $11,000 after two domestic violence arrests. In one case, the victim was a small child. John is a habitual offender who struggles with drug use and mental health, and though he comes and goes from Stanwood, his family ties here mean we’ll likely encounter him again.

Looking Ahead

Whether at the state, county, or city level, criminal justice costs continue to rise. As Stanwood grows, we should expect these expenses to grow with it. Still, our focus remains the same: keeping Stanwood safe while practicing compassion with accountability.

As someone who has worked in government for close to 18 years and as a taxpayer that has seen my tax bill seemly increase every year, it is easy to get hyper focused on the “numbers”. Please remember behind every number in this report is a story, victims who deserve protection, families impacted by crime, and officers working hard to keep our community safe. While the jail budget shows dollars and days, it’s ultimately about maintaining the safety and quality of life that make Stanwood such a great place to live.

Chief Toner

Missed Jury Duty Scam
and
Compromised Credit Card Scam

Multiple citizens reported scam calls advising of a warrant for their arrest for missing jury duty. The caller demanded payment via gift card to prevent physical arrest. Thankfully, we did not receive any reports of citizens arranging payment with the scammer. Several citizens came to the police department after receiving the call to inquire about their "warrant."

There have also been reports of citizens receiving calls advising their credit card has been compromised. In one case, the caller told the citizen a post office employee would stop by their home to collect the compromised card. A man wearing a USPS uniform arrived at the victim's home a short time later. The victim's credit card was used for unauthorized purchases at area retailers.

AO 442 (Rev. 11/11) Arrest Warrant

UNITED STATES DISTRICT COURT

for the

Western District of Washington

United States of America
v.
[redacted]

Case No. CV-2356-02

Defendant

ARREST WARRANT

To: Any authorized law enforcement officer

YOU ARE COMMANDED to arrest and bring before a United States magistrate judge without unnecessary delay
(name of person to be arrested) [redacted]
who is accused of an offense or violation based on the following document filed with the court:

☐ Indictment ☐ Superseding Indictment ☐ Information ☐ Superseding Information ☐ Complaint
☐ Probation Violation Petition ☐ Supervised Release Violation Petition ☐ Violation Notice ☑ Order of the Court

This offense is briefly described as follows:

3041. F FAILURE TO APPEAR - (FTA-FV-14097) Plus SV	SECURITY PSA $1,500.00 Plus SV
3042. C CONTEMPT OF COURT - (COC-FV-0943A) Plus SV	SECURITY PSA $1,500.00 Plus SV
3044. A AVOIDANCE OF CIVIL DUTY - (ACD-FV- 6363B) Plus SV	SECURITY PSA $1,000.00 Plus SV

SECURITY PSA $4,000.00
125HRS OF COMMUNITY SERVICE
PSA IS TO BE PAID IN FULL AT ASSIGNED 3RD PARTY BONDING TERMINAL PRIOR TO COMING TO SHERIFF OFC TO PREVENT APPREHENSION

Date: 10/08/2024

Issuing officer's signature

City and state: Everett , WA

MARSHAL

Printed name and title

Return

This warrant was received on (date) /2024 and the person was arrested on (date)

at (city and state) N/A

Date: N/A

N/A

Arresting officer's signature

N/A

Printed name and title

SCAM

AUGUST 2025

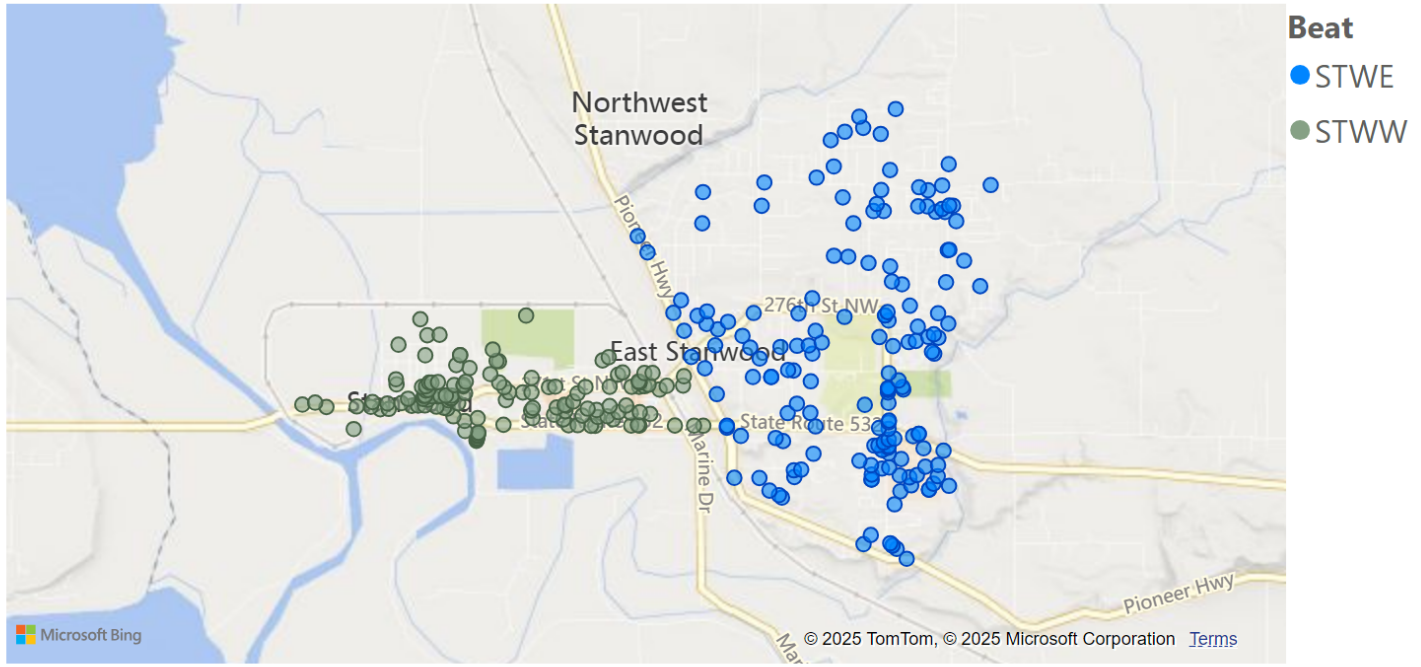
The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggen's, it counts here once.

TOTAL INCIDENTS - inside Stanwood city limits

Total Incident Counts, Past 6 Full Months by Origination Type

Year		911 call	ASAP	Officer-Initiated	Total
2025	**22**	**2196**	**26**	**1844**	***4087***
August	3	396	4	295	***698***
July	7	417	10	219	***653***
June	4	296	5	311	***616***
May	6	375	3	282	***666***
April	1	342	1	293	***637***
March	1	372	3	445	***821***
Total	**22**	**2196**	**26**	**1844**	***4087***

All incidents Past 1 Month - excludes victim privacy concerning incidents



Year	Abandoned Vehicle	Alarm	Collision	DUI	Elude	EVICT
2025	**16**	**75**	**112**	**57**	**7**	**2**
August	2	9	18	6	3	2
July	2	18	22	12	2	
June	2	16	13	6		
May	3	11	15	10	2	
April	2	6	21	8		
March	5	15	23	15		
Total	**16**	**75**	**112**	**57**	**7**	**2**

Year	BHC	Death	Elude	EVICT	Suicide	TFDrug	Welf
2025	**98**	**9**	**7**	**2**	**19**	**1**	
August	27		3	2	1		
July	12	3	2		8		
June	5				2	1	
May	19	1	2		2		
April	12	3			1		
March	23	2			5		
Total	**98**	**9**	**7**	**2**	**19**	**1**	

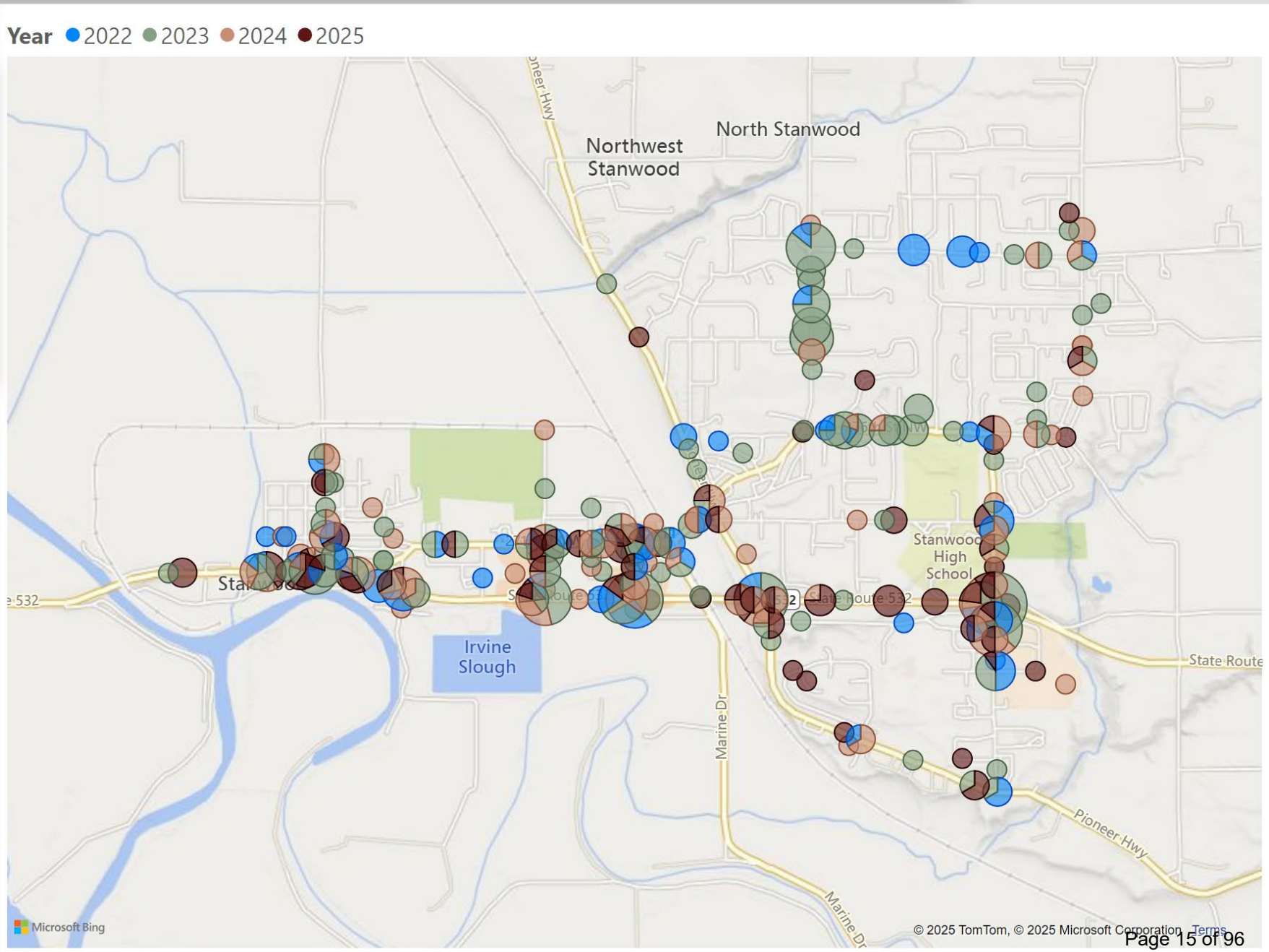
Tickets Written

Total Tickets

Year	# of Tickets
2025	127
2024	162
2023	287
2022	119
Total	**695**

Total Violations

Month	2022	2023	2024	2025
January	6	18	20	20
February	8	36	16	26
March	8	16	13	25
April	3	16	24	17
May	9	23	24	34
June	23	32	20	12
July	22	9	20	10
August	25	36	10	26
September	25	38	27	
October	10	102	26	
November	14	26	17	
December	21	28	26	
Total	**174**	**380**	**243**	**170**



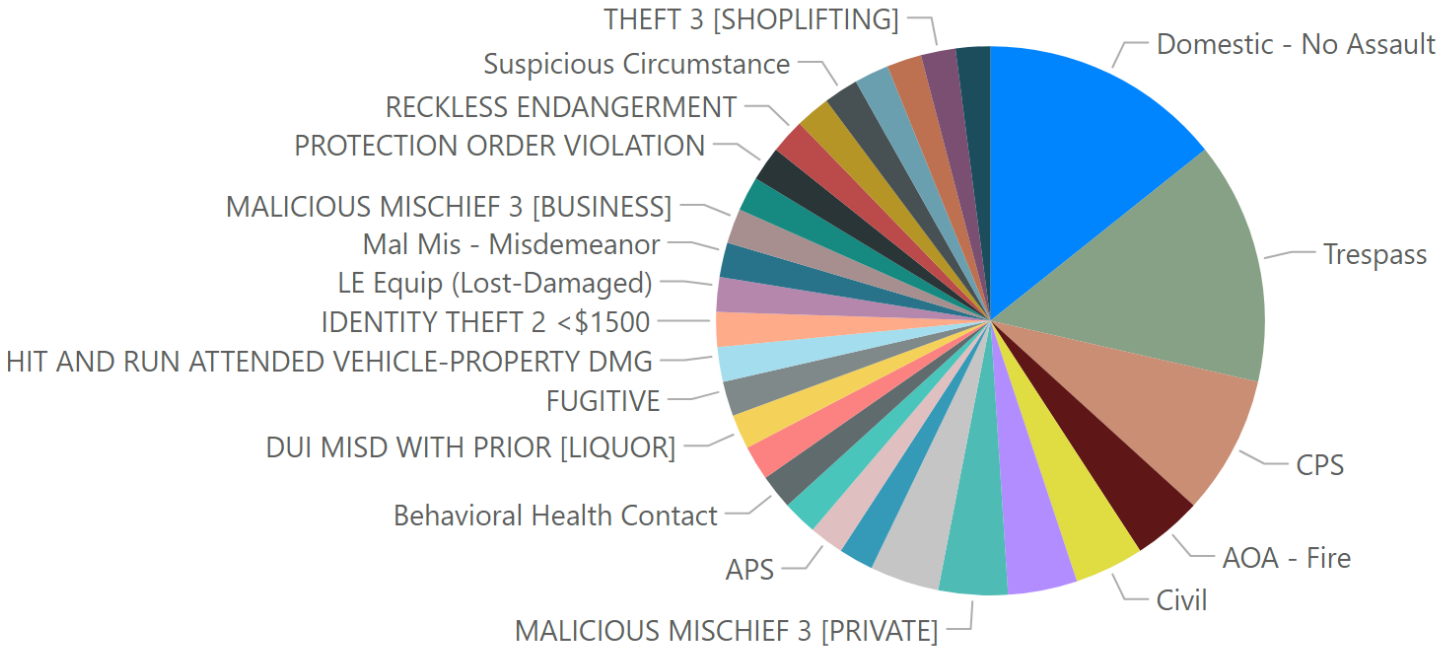
The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.

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	52	58	49	61	47					**460**
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?



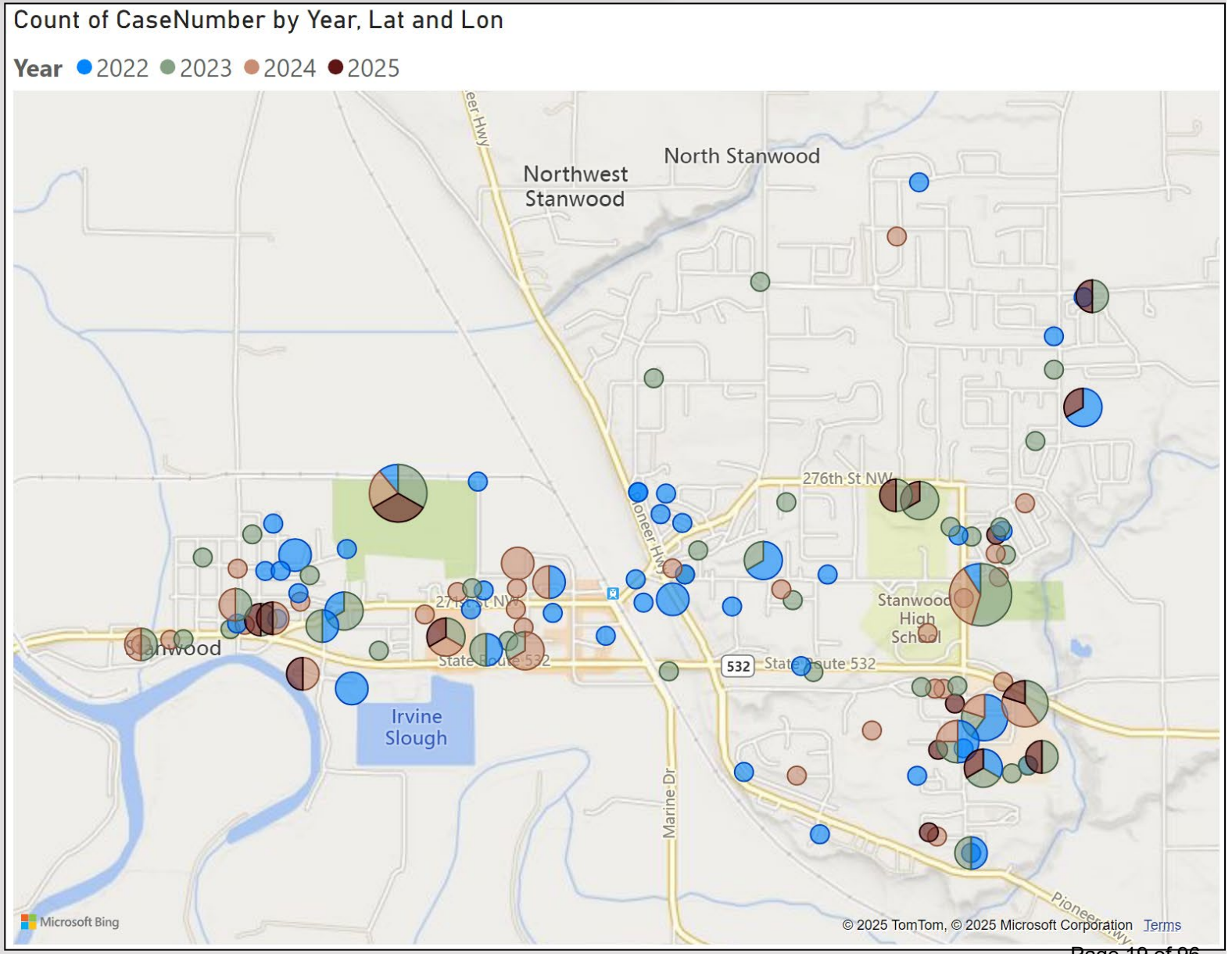
Domestic Related Charges

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.

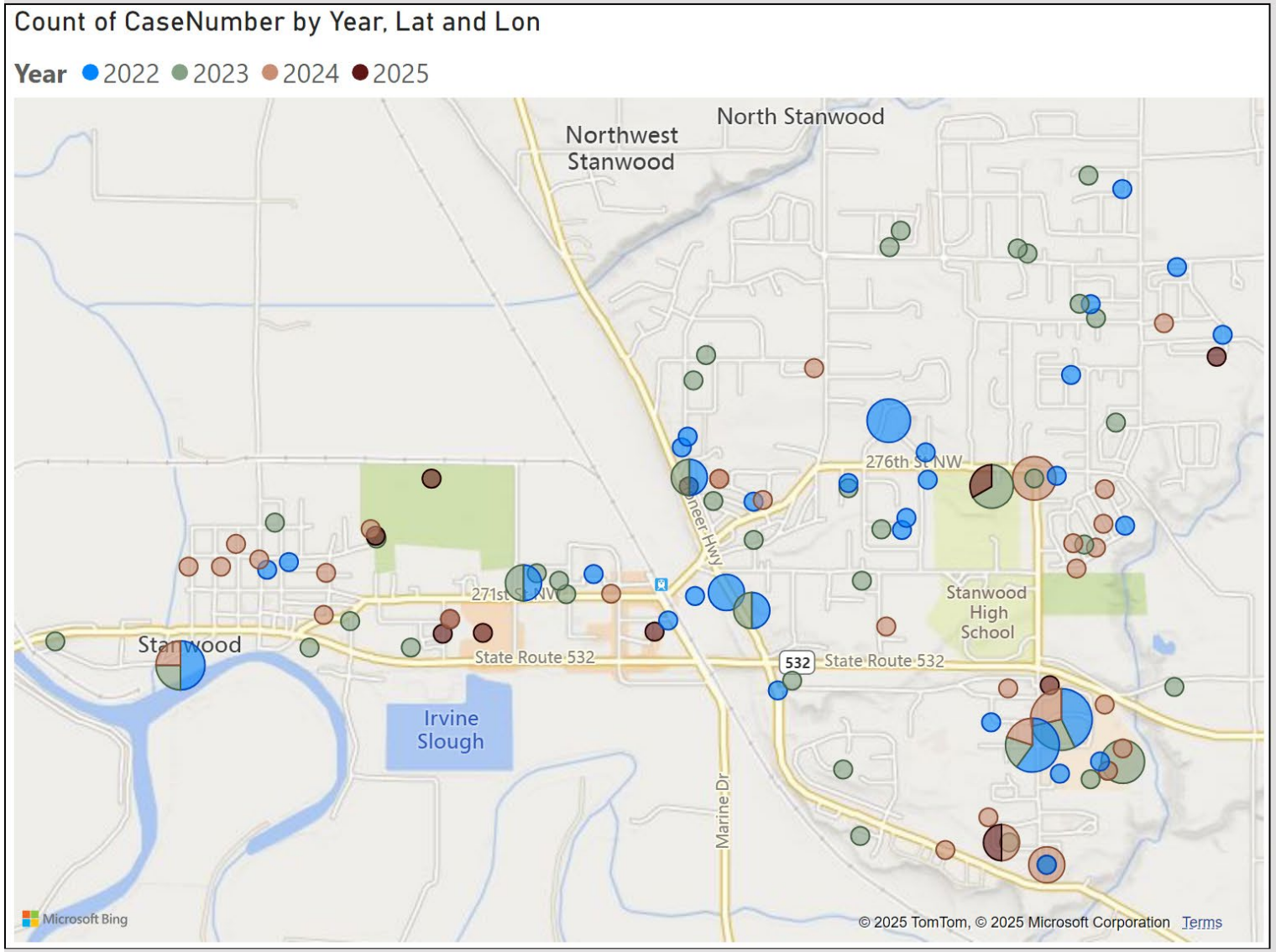
Year	January	February	March	April	May	June	July	August	September	October	November	December
2025												
Domestic - No Assault	6	6	4	4	4	2	2	7				
Crime with a DV Component	2	4	4	2	2	4	5					
ASSAULT 2 DV [PUB OFF-STRONGARM]						1						
2024												
Domestic - No Assault	5	3	4	3	4	5	6	3	3	4	5	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	1
March	5	7	3	1
April	7	2	5	4
May	3	5	1	1
June	1	4		4
July	10	4	6	1
August	4	2	5	3
September	6	3	6	
October	3	12	7	
November	9	7	3	
December	3	1	5	
Total	**57**	**56**	**45**	**18**



Auto Theft & Vehicle Prowl CASES



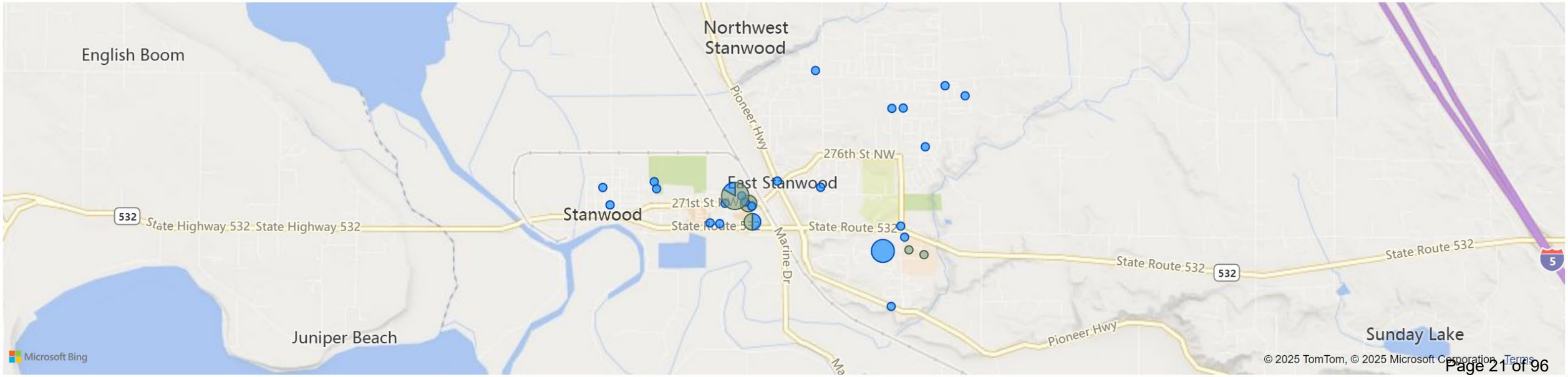
Auto Thefts & Vehicle Prowls	2022	2023	2024	2025
Vehicle Prowl	**29**	**21**	**12**	**3**
January	5		1	
February	3	1	4	
March	3	3	1	
April	6	1	2	
May		6		1
June	5	1	2	1
July	2	3		1
August	1			
September	1			
October		5	1	
November		1		
December	3		1	
Vehicle Theft	**13**	**26**	**27**	**9**
January	1	1		3
February	1	3	1	
March		1	1	
April	3	2		3
May	3	1		
June	1	1	2	1
July	1		1	2
August			3	
September	1	2	6	
October	1	6	3	
November	1	8	4	
December		1	6	
Total	**41**	**46**	**37**	**11**

Theft CASES

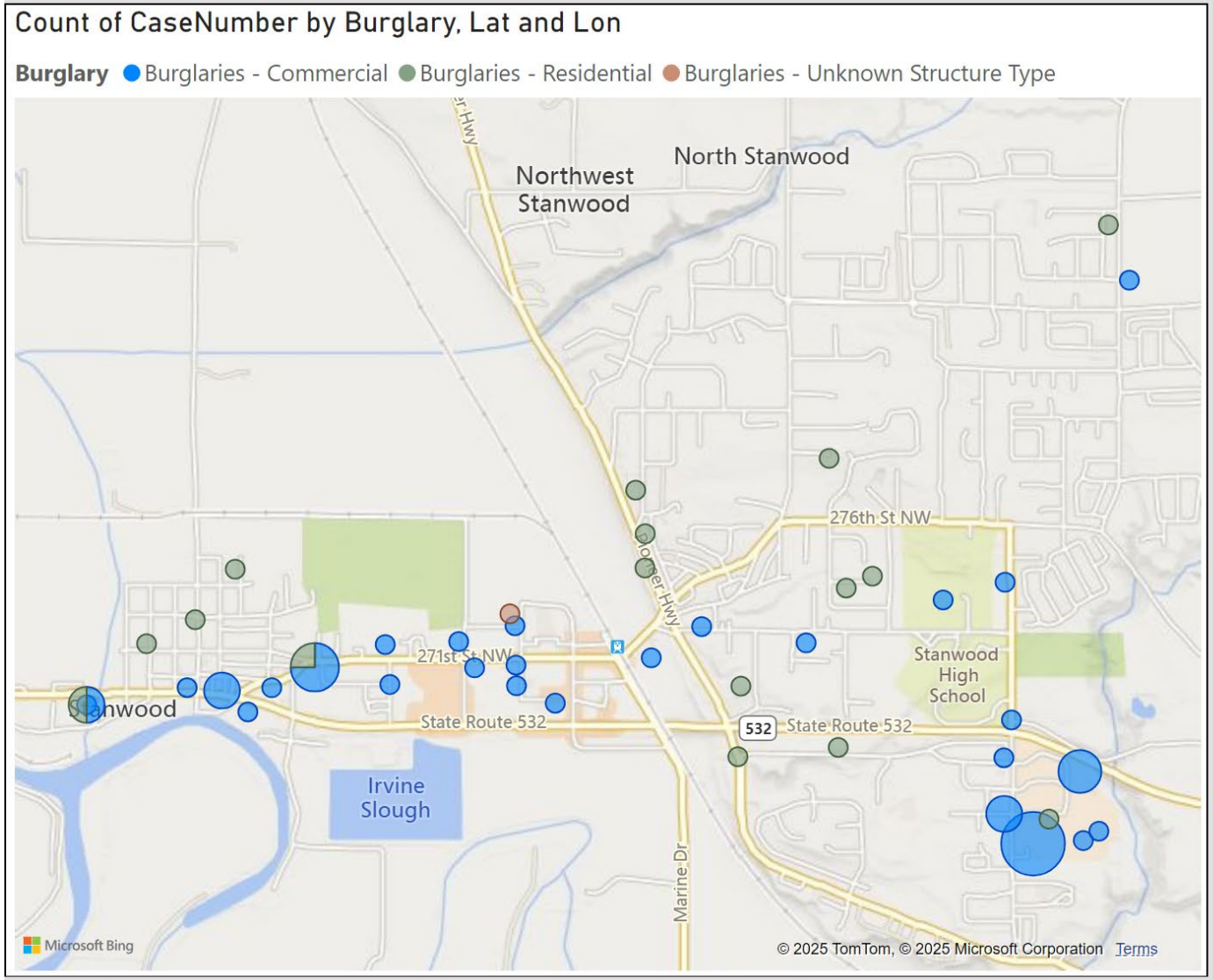
Thefts	January	February	March	April	May	June	July	August	September	October	November	December	Total
Theft: Shoplifting & ORT													
2025	2	1	3	1	1		1	1					**10**
2024	2			2	2				1	1		2	**10**
2023	1	3	1						1	3		2	**11**
2022	2				1	1		1		2		1	**8**
Theft 1, 2, & 3 (not shoplifting)													
2025	7	3	3	1	3	6	2	2					**27**
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



Burglary	2022	2023	2024	2025
Burglaries - Commercial	***11***	***17***	***5***	***8***
January	1	2		
February	3	3	2	2
March	1			1
April		2		1
May	1	2		
June	1	2		3
July		2	1	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***	***9***

City of Stanwood
Council Agenda Staff Report

Item Number:	6.b.
Date:	September 11, 2025
Subject:	2025 Key Legislation Update Timeline
Contact Person:	David Hammond, Finance Director
Attachments:	1. Key Legislation Update Timeline

Issue:

To provide a projected timeline for key legislation updates for the remainder of FY 2025.

Tentative Mid-Biennium Budget Adjustment—Calendar of Key Events

September

____Public Works Committee review Capital Improvement Plan (CIP) Sept. 8th

____Staff meetings to Review 2025-2026 budget for modifications, based on August actuals

____Council Workshop—Missing middle housing & land Development Code-- Sept 25th

____Public Works Committee second review CIP - Oct. 6th

Oct 23, 2025 – City Council meeting:

____Public Works CIP update

____Public Hearing, First Reading of Mid-Biennium Budget Adjustment Ordinance

____Public Hearing, 2026-2031 CIP

____Mid-Biennium Budget Updates Available to Public

Nov 13, 2025 – City Council meeting:

____Public Hearing, 2026 Property Tax Levy Ordinance 1st Reading

____Resolution adopting CIP

____First Reading of Ordinance, Chapter 12 re-write, including rate and PIF updates

Nov 24, 2025 – City Council meeting:

____Ad Valorem (Property) Tax Ordinance, Second Reading and adopt (DUE TO COUNTY Nov 30)

____Second Reading and adoption of Ordinance, Chapter 12 re-write, including rate update and PIF

____Resolution, Update 2026 Rate & Fee Schedule

____Ordinance, mid-Biennial Budget Adjustment, Second Reading & Adopt

City of Stanwood
Council Agenda Staff Report

Item Number:	7.a.
Date:	September 11, 2025
Subject:	Community Development Committee Meeting Minutes - August 7 & 13, 2025
Contact Person:	Patricia Love, Community Development Director
Attachments:	1. CDC Meeting Minutes 2025.08.07 & 2025.08.13

Issue:

Minutes from the August 7, 2025 & August 13, 2025, Community Development Committee Meetings are attached to this staff report for approval as presented.

Community Development Committee Meeting Minutes
Wednesday, August 7, 2025 | 5:00 pm

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

Staff Present: Patricia Love, Tansy Schroeder, Audrey Rotrock

Others Present: None

Council Member Steve Shepro called the meeting to order at 4:59 p.m.

1. **Missing Middle Housing and Land Development Code Amendments Public Hearing**

    - Council members want to schedule a workshop to discuss these code sections in greater detail.

    <u>Accessory Dwelling Units (ADU's):</u>

    - Consider increasing the maximum square footage for ADU's.

    <u>Corner Stores:</u>

    - Clarify what a single practitioner means.
    - Do not allow televisions for advertisement on the inside of windows.

    <u>Other:</u>

    - A second meeting is scheduled for August 13, 2025, to finish the remaining material. The minutes of that meeting are on the next page.

Adjourn: 6:27 p.m.

Community Development Committee Meeting Minutes
Wednesday, August 13, 2025 | 5:00 pm

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

Staff Present: Patricia Love, Audrey Rotrock

Others Present: None

Council Member Steve Shepro called the meeting to order at 4:00 p.m.

1. **Continued Missing Middle Housing and Land Development Code Amendments Public Hearing**

   - A workshop on this topic will be held on Thursday, September 25, 2025.

   Design Standards

   - Consider adding front porches and pitched roofs to the design standards as they promote the small-town charm feeling.
   - Consider requiring new infill lot homes to be designed harmoniously with existing neighboring homes.

   Land Division

   - Council members approve of scaling the allowed maximum square footage of ADU's with the square footage of the entire lot.
   - Clarify or remove the language of Open Space Standard 18.402.050 (3)(c): "If the subdivision is served by transit, a direct pedestrian connection must be provided between the open space and the transit stop."

Adjourn: 5:00 p.m.

City of Stanwood
Council Agenda Staff Report

Item Number:	7.b.
Date:	September 11, 2025
Subject:	Economic Development Board Meeting Minutes - July 18, 2025
Contact Person:	Patricia Love, Community Development Director
Attachments:	1. EDB Meeting Minutes 2025.07.18

Issue:

Minutes from the July 18, 2025, Economic Development Board meeting are attached to this staff report for approval as presented. These minutes will be approved at the next Economic Development Board Meeting.

Economic Development Board Minutes
Meeting Minutes
Friday, July 18, 2025 | 7:30 am

Economic Development Board Members Present: Les Anderson, Kristine Birkenkopf, David Pelletier, Teresa LaFleur

Staff Present: Niki Strachila, Audrey Rotrock

Others Present: Leonard & Marylin Guthrie, Jeff Spesock

Kristine Birkenkopf called the meeting to order at 7:30 a.m.

1. **Receive the Minutes of the May 16, 2025, Meeting**
   The Board approved the May 16, 2025 minutes unanimously.

2. **Storefront Improvement Program**
   a. **Stanwood Hotel Saloon**
   b. **Curated**
   The Board unanimously approved the Stanwood Hotel Saloon and Curated's Storefront Improvement Program applications.

3. **Tourism Promotion Grants**
   The Board unanimously approved the MAC Fest and Rotary Parade Tourism Promotion Grants.

4. **Business License Analytics**
   In May & June the City received 8 new City business licenses, 14 new Home Occupation business licenses, 1 new Non-Profit business license, and 54 Non-City business licenses.

5. **EDB Next Meeting, tentatively scheduled for October 17, 2025**

Adjourn: 8:50

City of Stanwood
Council Agenda Staff Report

Item Number:	7.c.
Date:	September 11, 2025
Subject:	Planning Commission Meeting Minutes - June 9, 2025
Contact Person:	Patricia Love, Community Development Director
Attachments:	1. PC Meeting Minutes 2025.06.09

Issue:

Minutes from the June 9, 2025, Planning Commission Meeting are attached to this staff report for approval as presented. These minutes were approved at the August 11, 2025 Planning Commission Meeting.

Planning Commission Meeting Minutes
Monday, June 9, 2025 – 6:30 pm

Call to Order: 6:30 p.m.

Roll Call

Commissioners Present:
Eric Warnat, Commissioner
Richard Craig, Commissioner
Melissa Toner, Commissioner
Patrick Hosterman, Commission Chair
Cody Davis, Commission Vice-Chair
Gabrielle Braley, Commissioner
Jeff Wheatley, Commissioner

Staff Present:
Patricia Love, Community Development Director
Tansy Schroeder, Senior Planner
Audrey Rotrock, Associate Planner

Absent: N/A

Also known to be present: Christian Aaron Marin, Resident

Public Requests and Comments: Attendee Christian Aaron Marin stated that he joined the meeting to learn more about the community and current projects happening in the City.

Approval of Minutes:
The minutes from the May 12, 2025, Planning Commission meeting were unanimously approved.

Old Business:
Missing Middle Housing and Land Development Code Amendments Discussion
The City has been developing proposed amendments to its subdivision and permitted use codes. These updates aim to better accommodate both the protection of critical areas and the integration of "missing middle" housing types—such as duplexes, triplexes, townhomes, and cottage housing. The overarching goal is to promote development flexibility that thoughtfully balances environmental stewardship with the need to provide housing options for a range of income levels.

In May, the Planning Commission was given the first draft of the Missing Middle Housing and Land Division Ordinances for review. The updates in this ordinance include two groups: 1) zoning code revisions to implement policies of the 2024 Comprehensive Plan related to missing middle housing and limited commercial infill; and 2) an overhaul of the existing Title 16 Subdivisions into a new chapter of the Unified Development Code Title 18 Division 4: Land Divisions and Adjustments.

Commissioner Questions & Comments on Revised Cluster Design with Missing Middle Housing:

- There is a concern that the smaller open spaces could be taken over by the adjacent homeowners.
- Consider adding fencing around the open spaces.
- The Commissioners like that the street meanders as opposed to being a straight line. It breaks up the monotony of the original design and could slow traffic through the neighborhood.
- The Commissioners would like to hear more options for uses of the open spaces.

- All are in favor of the Revised Cluster Design moving ahead.

Commissioner Questions & Comments on Flexible Road Designs:

- Some of the concepts presented in the packet are already in use around the City.
- Not allowing street parking could be problematic. Many people don't park in their garages, and there would be no space for guest parking.
- Consider using 1 or 2 of the original lots as guest and or additional off-street parking instead of street parking.
- Consider allowing street parking near the open spaces.
- Consider an option with a private road with parking and sidewalks on one side only.
- Consider allowing parking on both sides, but only in designated areas, allowing drivers to pull over, to let oncoming cars pass by.

Commissioner Questions & Comments on Small Scale Commercial Uses in Uptown Neighborhood "Corner Store":

- There is a concern that there aren't many lots along the proposed/allowed corridor that can meet the half acre requirement and could potentially exclude some types of businesses that Stanwood would like to see in a corner store.
- Consider requiring a certain amount of parking spaces relative to the business type instead of a minimum size lot.
- Consider creating a separate sign code for the small-scale commercial uses that blend in better with residential areas.
- Commissioners are supportive of having tiered options for approval (administrative or hearing required) dependent on the type of use.
- A higher impact use will require a larger separation between buildings.
- Business hours for those that create more noise will need to be limited.
- The Commissioners are pleased with how this project is coming together.
- Commissioners are supportive of moving this topic forward with slight changes to allowed lot size, signage, and business hours.

Commissioner Questions & Comments on Title 16 Subdivisions into a new chapter of the Unified Development Code Title 18 Division 4: Land Divisions and Adjustments:

- Consider making the Permitted Use Table more readable and user friendly.
- Add additional definitions for clarity.
- Add references to street lighting standards.
- Commissioners are supportive of going to public hearing with these codes at the July meeting with the above-mentioned changes and additions.

New Business:

Multimodal Level of Service

The Growth Management Act (GMA) requires cities to adopt multimodal level of service (MMLOS) standards. Specifically: "Multimodal level of service standards for all locally owned arterials, locally and regionally operated transit routes that serve urban growth areas, state-owned or operated transit routes that serve urban areas if the department of transportation has prepared such standards, and active transportation facilities to serve as a gauge to judge

performance of the system and success in helping to achieve the goals of this chapter consistent with environmental justice."

Stanwood's adopted Level of Service Standards for vehicles is based on roadway type and intersection controls. To be compliant with state law, the City is initiating a project to evaluate appropriate MMLOS for the City and adopt implementing policies and regulations. The goal of the project is to expand the current vehicle-centric standards to a more inclusive and sustainable approach to mobility that benefits all transportation modes and users.

TranspoGroup, the City's on-call transportation planning consultant, have prepared their initial assessment and recommendations on how best to proceed with adopting a MMLOS standard for the City. They have been tasked with preparing a multimodal concurrency and LOS program(s) that meets the requirements of the Growth Management Act and Puget Sound Regional Council (PSRC) VISION 2050. MMLOS standards should align with community goals, available and anticipated funding, and city growth targets.

Commissioner Questions & Comments

- Commissioners like the idea of wider sidewalks for kids to use while riding E-bikes.
- Consider wider sidewalks on the main grid roads, with more narrow planter strips, and more trees.
- Consider a bike path next to the sidewalks.
- The Commissioners prefer Option 2 (Level of Traffic Stress) from the TranspoGroup presentation.

Public Comment:

- Consider a path for only bicycles and pedestrians that will also connect green spaces.

Miscellaneous Business:
None

Recent Council Action on Commission Items:

- The first reading of the Critical Areas Code is complete. The second reading is happening at the Thursday, June 12, 2025, Council meeting.

Upcoming Items:

- State Environmental Policy Act (SEPA) Code.
- Nonconforming Code Sections

Adjourn: 8:26 p.m.

City of Stanwood
Council Agenda Staff Report

Item Number:	8.a.
Date:	September 11, 2025
Subject:	Approve Vouchers and Payroll
Contact Person:	Tim Niebruegge, Finance Manager
Attachments:	1. Vouchers and Payroll Report

Issue:

Approve issuance of Washington Federal Bank checks 39776 through 39845, and electronic fund transfers in the amount of $1,802,424.36 and approve issuance of Washington Federal payroll check and electronic fund transfers in the amount of $473,375.06

Recommended Motion:

"I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK CHECKS 39776 THROUGH 39845 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF $1,802,424.36 AND APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL CHECK AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF $473,375.06."

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4072	08/08/2025	Payroll	3	EFT		4,872.91	July 2025 Payroll
4073	08/08/2025	Payroll	3	EFT		5,356.62	July 2025 Payroll
4074	08/08/2025	Payroll	3	EFT		5,875.64	July 2025 Payroll
4075	08/08/2025	Payroll	3	EFT		3,245.86	July 2025 Payroll
4076	08/08/2025	Payroll	3	EFT		3,225.09	July 2025 Payroll
4077	08/08/2025	Payroll	3	EFT		548.94	July 2025 Payroll
4078	08/08/2025	Payroll	3	EFT		4,446.20	July 2025 Payroll
4079	08/08/2025	Payroll	3	EFT		3,667.46	July 2025 Payroll
4080	08/08/2025	Payroll	3	EFT		1,627.54	July 2025 Payroll
4081	08/08/2025	Payroll	3	EFT		3,474.80	July 2025 Payroll
4082	08/08/2025	Payroll	3	EFT		6,641.95	July 2025 Payroll
4083	08/08/2025	Payroll	3	EFT		2,856.81	July 2025 Payroll
4084	08/08/2025	Payroll	3	EFT		8,373.74	July 2025 Payroll
4085	08/08/2025	Payroll	3	EFT		4,783.32	July 2025 Payroll
4086	08/08/2025	Payroll	3	EFT		2,501.30	July 2025 Payroll
4087	08/08/2025	Payroll	3	EFT		4,904.06	July 2025 Payroll
4088	08/08/2025	Payroll	3	EFT		4,808.00	July 2025 Payroll
4089	08/08/2025	Payroll	3	EFT		3,311.23	July 2025 Payroll
4090	08/08/2025	Payroll	3	EFT		568.94	July 2025 Payroll
4091	08/08/2025	Payroll	3	EFT		5,140.41	July 2025 Payroll
4092	08/08/2025	Payroll	3	EFT		3,966.97	July 2025 Payroll
4093	08/08/2025	Payroll	3	EFT		572.26	July 2025 Payroll
4094	08/08/2025	Payroll	3	EFT		3,623.35	July 2025 Payroll
4095	08/08/2025	Payroll	3	EFT		8,270.41	July 2025 Payroll
4096	08/08/2025	Payroll	3	EFT		6,375.53	July 2025 Payroll
4097	08/08/2025	Payroll	3	EFT		2,685.37	July 2025 Payroll
4098	08/08/2025	Payroll	3	EFT		6,825.68	July 2025 Payroll
4099	08/08/2025	Payroll	3	EFT		7,514.26	July 2025 Payroll
4100	08/08/2025	Payroll	3	EFT		4,835.89	July 2025 Payroll
4101	08/08/2025	Payroll	3	EFT		569.04	July 2025 Payroll
4102	08/08/2025	Payroll	3	EFT		7,769.60	July 2025 Payroll
4103	08/08/2025	Payroll	3	EFT		3,608.85	July 2025 Payroll
4104	08/08/2025	Payroll	3	EFT		5,890.13	July 2025 Payroll
4105	08/08/2025	Payroll	3	EFT		518.94	July 2025 Payroll
4106	08/08/2025	Payroll	3	EFT		2,743.89	July 2025 Payroll
4107	08/08/2025	Payroll	3	EFT		3,647.05	July 2025 Payroll
4108	08/08/2025	Payroll	3	EFT		2,528.64	July 2025 Payroll
4109	08/08/2025	Payroll	3	EFT		2,482.92	July 2025 Payroll
4110	08/08/2025	Payroll	3	EFT		4,810.89	July 2025 Payroll
4111	08/08/2025	Payroll	3	EFT		568.84	July 2025 Payroll
4112	08/08/2025	Payroll	3	EFT		3,442.77	July 2025 Payroll
4113	08/08/2025	Payroll	3	EFT		5,806.18	July 2025 Payroll
4114	08/08/2025	Payroll	3	EFT		569.04	July 2025 Payroll
4115	08/08/2025	Payroll	3	EFT		5,509.74	July 2025 Payroll
4116	08/08/2025	Payroll	3	EFT		4,799.02	July 2025 Payroll
4117	08/08/2025	Payroll	3	EFT		7,228.89	July 2025 Payroll
4118	08/08/2025	Payroll	3	EFT		4,966.61	July 2025 Payroll
4119	08/08/2025	Payroll	3	EFT		7,425.90	July 2025 Payroll
4120	08/08/2025	Payroll	3	EFT		5,469.42	July 2025 Payroll
4121	08/08/2025	Payroll	3	EFT		3,100.81	July 2025 Payroll
4127	08/08/2025	Payroll	3	EFT	AFLAC	259.87	Pay Cycle(s) 08/08/2025 To 08/08/2025 - AFLAC, Pre-Tax; Pay Cycle(s) 08/08/2025 To 08/08/2025 - AFLAC, Post-Tax

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4128	08/08/2025	Payroll	3	EFT	AWC Employee Benefit Trust	28,043.99	Pay Cycle(s) 08/08/2025 To 08/08/2025 - AWC - Health First 250; Pay Cycle(s) 08/08/2025 To 08/08/2025 - AWC - Dental J; Pay Cycle(s) 08/08/2025 To 08/08/2025 - AWC - Vision; Pay Cycle(s) 08/08/2025 To
4129	08/08/2025	Payroll	3	EFT	Colonial Life Insurance	66.75	Pay Cycle(s) 08/08/2025 To 08/08/2025 - Colonial Life Insurance
4130	08/08/2025	Payroll	3	EFT	Great-West Life & Annuity	4,438.00	Pay Cycle(s) 08/08/2025 To 08/08/2025 - 457 - Empower (Mass Mutual); Pay Cycle(s) 08/08/2025 To 08/08/2025 - Roth 457(b)Empower(MassMutual)
4131	08/08/2025	Payroll	3	EFT	HSA Bank	712.50	Pay Cycle(s) 08/08/2025 To 08/08/2025 - HSA Contributions ER; Pay Cycle(s) 08/08/2025 To 08/08/2025 - HSA Contributions EE
4132	08/08/2025	Payroll	3	EFT	Internal Revenue Service (941)	91,159.59	941 Deposit for Pay Cycle(s) 08/08/2025 - 08/08/2025
4133	08/08/2025	Payroll	3	EFT	Legal Shield	63.85	Pay Cycle(s) 08/08/2025 To 08/08/2025 - Legal Shield
4134	08/08/2025	Payroll	3	EFT	Mission Square Retirement	3,162.37	Pay Cycle(s) 08/08/2025 To 08/08/2025 - 457 - Mission Square Ret(ICMA)
4135	08/08/2025	Payroll	3	EFT	Navia Benefits	275.00	Pay Cycle(s) 08/08/2025 To 08/08/2025 - Navia Limited FSA
4136	08/08/2025	Payroll	3	EFT	Western Conference of Teamsters Pension Trust	3,050.14	Pay Cycle(s) 08/08/2025 To 08/08/2025 - WCTPT Contributions
4137	08/08/2025	Payroll	3	EFT	Teamsters Union Local 231	2,216.00	Pay Cycle(s) 08/08/2025 To 08/08/2025 - Teamsters Dues
4138	08/08/2025	Payroll	3	EFT	WA St Department Of Retirement Systems	40,367.29	Pay Cycle(s) 08/08/2025 To 08/08/2025 - PERS 2; Pay Cycle(s) 08/08/2025 To 08/08/2025 - PERS 3; Pay Cycle(s) 08/08/2025 To 08/08/2025 - 457 - DRS (DCP); Pay Cycle(s) 08/08/2025 To 08/08/2025 - Roth 45
4139	08/08/2025	Payroll	3	EFT	Washington Teamsters Welfare Trust	43,152.00	Pay Cycle(s) 08/08/2025 To 08/08/2025 - Teamsters Dental; Pay Cycle(s) 08/08/2025 To 08/08/2025 - Teamsters Medical
4151	08/07/2025	Claims	3	EFT	Xpress/Bill Pay	1,005.80	Xpress July Fees
4179	08/11/2025	Claims	3	EFT	Atwell, LLC	11,362.50	City of Stanwood
4180	08/11/2025	Claims	3	EFT	Bonner Electrical Contracting LLC	7,887.69	City of Stanwood
4181	08/11/2025	Claims	3	EFT	Cascade Septic Pumping, LLC	523.85	City of Stanwood
4182	08/11/2025	Claims	3	EFT	Eurofins Environment Testing NW	70.00	STA01
4183	08/11/2025	Claims	3	EFT	Eurofins Environment Testing NW	729.00	STA23
4184	08/11/2025	Claims	3	EFT	Eurofins Environment Testing NW	409.50	STA23
4185	08/11/2025	Claims	3	EFT	JTI Commercial Services, LLC	4,569.88	City of Stanwood
4186	08/11/2025	Claims	3	EFT	Lithtex NW Printing Solutions	243.74	City of Stanwood
4187	08/11/2025	Claims	3	EFT	Lithtex NW Printing Solutions	119.14	City of Stanwood
4188	08/11/2025	Claims	3	EFT	Lithtex NW Printing Solutions	375.99	CIOST001L
4189	08/11/2025	Claims	3	EFT	Meyer Sign Company Inc	843.20	City of Stanwood
4190	08/11/2025	Claims	3	EFT	Owen Equipment Co.	1,196.89	36577

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4191	08/11/2025	Claims	3	EFT	Stanwood Auto Parts	94.17	56100
4192	08/11/2025	Claims	3	EFT	Stanwood Auto Parts	3.93	56100
4193	08/11/2025	Claims	3	EFT	Stanwood Auto Parts	111.77	56100
4194	08/11/2025	Claims	3	EFT	Stanwood Auto Parts	45.77	56100
4195	08/11/2025	Claims	3	EFT	Stanwood Auto Parts	45.77	56100
4196	08/11/2025	Claims	3	EFT	Nathan D Towse	210.00	City of Stanwood
4197	08/11/2025	Claims	3	EFT	Vestis	52.68	937963000
4198	08/11/2025	Claims	3	EFT	Vestis	52.68	937963000
4199	08/11/2025	Claims	3	EFT	Vestis	52.68	9379630000
4242	08/08/2025	Claims	3	EFT	Navia Benefits	100.00	July Fee
4279	08/22/2025	Payroll	3	EFT		3,350.00	August 2025 Draw
4280	08/22/2025	Payroll	3	EFT		1,800.00	August 2025 Draw
4281	08/22/2025	Payroll	3	EFT		2,500.00	August 2025 Draw
4282	08/22/2025	Payroll	3	EFT		2,500.00	August 2025 Draw
4283	08/22/2025	Payroll	3	EFT		2,000.00	August 2025 Draw
4284	08/22/2025	Payroll	3	EFT		1,100.00	August 2025 Draw
4285	08/22/2025	Payroll	3	EFT		1,000.00	August 2025 Draw
4286	08/22/2025	Payroll	3	EFT		2,400.00	August 2025 Draw
4287	08/22/2025	Payroll	3	EFT		3,000.00	August 2025 Draw
4288	08/22/2025	Payroll	3	EFT		4,000.00	August 2025 Draw
4289	08/22/2025	Payroll	3	EFT		2,000.00	August 2025 Draw
4290	08/22/2025	Payroll	3	EFT		2,000.00	August 2025 Draw
4291	08/22/2025	Payroll	3	EFT		1,800.00	August 2025 Draw
4292	08/22/2025	Payroll	3	EFT		2,000.00	August 2025 Draw
4293	08/22/2025	Payroll	3	EFT		1,500.00	August 2025 Draw
4294	08/22/2025	Payroll	3	EFT		2,100.00	August 2025 Draw
4295	08/22/2025	Payroll	3	EFT		1,500.00	August 2025 Draw
4296	08/22/2025	Payroll	3	EFT		3,000.00	August 2025 Draw
4297	08/22/2025	Payroll	3	EFT		2,000.00	August 2025 Draw
4298	08/22/2025	Payroll	3	EFT		500.00	August 2025 Draw
4299	08/22/2025	Payroll	3	EFT		4,500.00	August 2025 Draw
4300	08/22/2025	Payroll	3	EFT		1,500.00	August 2025 Draw
4312	08/15/2025	Claims	3	EFT	Washington Federal Bank	407.98	WA Fed Analysis Service Charge August
4362	08/20/2025	Claims	3	EFT	Databar Inc.	601.27	8952
4363	08/20/2025	Claims	3	EFT	Databar Inc.	945.09	8952
4364	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4365	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4366	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4367	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4368	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4369	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4370	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4371	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
4372	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	390.00	STA01
4373	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	734.00	
4374	08/20/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	STA01
4375	08/20/2025	Claims	3	EFT	Konnerup Construction Inc	300,694.95	City of Stanwood
4376	08/20/2025	Claims	3	EFT	Konnerup Construction Inc	66,354.80	City of Stanwood
4377	08/20/2025	Claims	3	EFT	Lou's Gloves, Inc.	1,128.00	STA629
4378	08/20/2025	Claims	3	EFT	Maul Foster Alongi, Inc.	1,785.00	City of Stanwood
4379	08/20/2025	Claims	3	EFT	Maul Foster Alongi, Inc.	6,053.00	City of Stanwood
4380	08/20/2025	Claims	3	EFT	Snohomish County Public Def Association	2,574.00	City of Stanwood
4381	08/20/2025	Claims	3	EFT	Springbrook Holding Company LLC	449.70	City of Stanwood
4382	08/20/2025	Claims	3	EFT	US Bank	16,224.40	4485 5945 5564 1495
4383	08/20/2025	Claims	3	EFT	Vestis	52.68	937963000

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4488	08/26/2025	Claims	3	EFT	HSA Bank	7.50	August Fee
4489	08/26/2025	Claims	3	EFT	WA St Dept of Revenue **	16,093.11	July Excise Tax Payment
4507	08/27/2025	Claims	3	EFT	American Ramp Company	123,300.49	City of Stanwood
4508	08/27/2025	Claims	3	EFT	MyFleetCenter.com	157.35	City of Stanwood 167571
4509	08/27/2025	Claims	3	EFT	Perteet Inc.	22,837.00	City of Stanwood
4510	08/27/2025	Claims	3	EFT	Perteet Inc.	6,121.81	City of Stanwood
4511	08/27/2025	Claims	3	EFT	RH2 Engineering Inc	11,271.04	City of Stanwood
4512	08/27/2025	Claims	3	EFT	SealMaster Portland	3,060.56	City of Stanwood
4513	08/27/2025	Claims	3	EFT	Stanwood Auto Parts	49.70	56100
4514	08/27/2025	Claims	3	EFT	Transpo Group USA, Inc	10,993.75	City of Sanwood
4200	08/11/2025	Claims	3	39776	Badger Meter, Inc	222.74	460708
4201	08/11/2025	Claims	3	39777	Cascade Natural Gas Corp	199.97	953 540 0000 2; 608 440 0000 4; 127 540 0000 3; 498 440 0000 7; 839 440 0000 5; 931 607 9072 6
4202	08/11/2025	Claims	3	39778	City of Everett *	780.00	STACITG; STACITG
4203	08/11/2025	Claims	3	39779	Environment Control of North Seattle Inc	2,154.24	257778
4204	08/11/2025	Claims	3	39780	FastSigns Clackamas	86.68	City of Stanwood
4205	08/11/2025	Claims	3	39781	Gray & Osborne Inc	32,533.19	City of Stanwood
4206	08/11/2025	Claims	3	39782	Kitsap Tractor & Equipment	746.35	CITYO031; CITYO031
4207	08/11/2025	Claims	3	39783	Merrell Bros., Inc.	505,109.51	City of Stanwood
4208	08/11/2025	Claims	3	39784	National Barricade Co LLC	204.02	STP
4209	08/11/2025	Claims	3	39785	O'Reilly Auto Parts	98.23	1872464
4210	08/11/2025	Claims	3	39786	ODP Business Solutions, LLC	356.89	36274097; 36274097
4211	08/11/2025	Claims	3	39787	PUD Of Snohomish County *	25,893.46	200208858; 200592889; 200633634; 200240505; 200367373; 200128742; 200142180
4212	08/11/2025	Claims	3	39788	Pitney Bowes Inc- Purchase Power	9.75	8000-9090-0519-5677
4213	08/11/2025	Claims	3	39789	Platt Electric Supply, Inc	417.98	24127; 24127
4214	08/11/2025	Claims	3	39790	Quality Controls Corporation	1,007.00	City of Stanwood
4215	08/11/2025	Claims	3	39791	Republic Services #197	1,280.09	3-0197-0080305
4216	08/11/2025	Claims	3	39792	Ricoh USA, Inc.	840.61	1316669-3800327; 1316669-3887639; 1316669-3800642
4217	08/11/2025	Claims	3	39793	Seattle Daily Journal of Commerce	265.35	3941
4218	08/11/2025	Claims	3	39794	Shred-it US JV LLC	47.97	1000283524
4219	08/11/2025	Claims	3	39795	Skagit Farmers Supply	2,412.61	135052; 135052
4220	08/11/2025	Claims	3	39796	Skagit Valley Publishing	390.39	48893; 48893
4221	08/11/2025	Claims	3	39797	Sno Co Human Services Dept *	1,245.99	HSALC021; HSALC021
4222	08/11/2025	Claims	3	39798	Sno Co Prosecuting Attorney *	2,153.44	City of Stanwood
4223	08/11/2025	Claims	3	39799	Sno Co Sheriffs Office *	379,530.00	SSH00001; SSH00001
4224	08/11/2025	Claims	3	39800	Snohomish County 911	10,498.08	City of Stanwood
4225	08/11/2025	Claims	3	39801	Snohomish County Corrections *	1,670.67	91-6001368
4226	08/11/2025	Claims	3	39802	Stanwood Ace Hardware #14901	1,263.79	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
4227	08/11/2025	Claims	3	39803	Stanwood Camano Food Bank Services	1,011.92	City of Stanwood
4228	08/11/2025	Claims	3	39804	The Sherwin Williams Co	3,237.31	7364-4; 7364-4
4229	08/11/2025	Claims	3	39805	US Bank St. Paul	350.00	STAWATREF21
4230	08/11/2025	Claims	3	39806	USA Bluebook	362.22	478228
4231	08/11/2025	Claims	3	39807	Utilities Underground Loc	145.80	STNWOD1
4232	08/11/2025	Claims	3	39808	Verizon Wireless	1,724.68	372541731-00001

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4233	08/11/2025	Claims	3	39809	WA St Dept of Ecology *	75.00	Garrett Hight-Ecology Application Fee
4234	08/11/2025	Claims	3	39810	WA St Dept of Transportation *	500.00	City of Stanwood
4235	08/11/2025	Claims	3	39811	WM Corporate Services, Inc.	110.04	5-61623-95009
4236	08/11/2025	Claims	3	39812	Western Exterminator Company	476.29	683591; 683591
4237	08/11/2025	Claims	3	39813	Ziply Fiber	1,842.32	360-939-0579-080320-5; 206-188-0411-053105-5; 360-629-4907-072497-5
4384	08/20/2025	Claims	3	39815	BSN Sports LLC	16,024.76	203182
4385	08/20/2025	Claims	3	39816	Ford Hall Company Inc	1,489.83	City of Stanwood
4386	08/20/2025	Claims	3	39817	H D Fowler Company, Inc	2,128.83	197360
4387	08/20/2025	Claims	3	39818	KPG psomas	74,328.95	City of Stanwood; City of Stanwood
4388	08/20/2025	Claims	3	39819	Lenz Enterprises, Inc.	28.40	City of Stanwood
4389	08/20/2025	Claims	3	39820	Munn Backflow Testing & Services, LLC	1,318.25	City of Stanwood
4390	08/20/2025	Claims	3	39821	PUD Of Snohomish County *	516.81	200738672; 200103539
4391	08/20/2025	Claims	3	39822	Pitney Bowes Inc- Global Financial Svc	240.88	0013214658
4392	08/20/2025	Claims	3	39823	Pye Barker Fire & Safety, LLC	801.17	C493803
4393	08/20/2025	Claims	3	39824	Ricoh USA, Inc-Maint	384.85	4250811; 4250811; 4250811; 4250811
4394	08/20/2025	Claims	3	39825	Safeway	36.68	191483
4395	08/20/2025	Claims	3	39826	Skagit Farmers Supply	2,076.45	135052; 135052; 135052; 13052
4396	08/20/2025	Claims	3	39827	Sno Co District Court	292.82	DCT34003; City of Stanwood
4397	08/20/2025	Claims	3	39828	Sno Co Information Services *	13,998.13	DIS1107
4398	08/20/2025	Claims	3	39829	Snohomish County Corrections *	2,989.30	91-6001368
4411	08/20/2025	Claims	3	39830	World Kinect Energy Services	6,138.45	AP0100494
4410	08/20/2025	Claims	3	39831	Wave Broadband	147.10	3201-0316545-01; 3201-0316547-01
4409	08/20/2025	Claims	3	39832	WM Corporate Services, Inc.	1,223.30	8-58270-85007
4408	08/20/2025	Claims	3	39833	WA St Treasurer	1,081.39	City of Stanwood
4407	08/20/2025	Claims	3	39834	WA St Dept of Transportation *	172.38	SW001523802
4406	08/20/2025	Claims	3	39835	WA St Dept of Ecology *	11,610.30	City of Stanwood L03003B#38
4405	08/20/2025	Claims	3	39836	USA Bluebook	3,764.49	478228; 478228
4404	08/20/2025	Claims	3	39837	US Bank NA Custody/Treas Div Money Ctr	113.00	717
4403	08/20/2025	Claims	3	39838	Studio Meng Strazzara	18,024.90	City of stanwood
4402	08/20/2025	Claims	3	39839	Stilly Auto Parts LLC	143.15	27197; 27197
4401	08/20/2025	Claims	3	39840	Stanwood City Utility	16,442.11	5334; 5333; 3439; 4962; 2965; 2964; 2886; 2749; 2741; 2688; 1075; 5530; 3184
4400	08/20/2025	Claims	3	39841	Stanwood Ace Hardware #14901	53.52	20013
4399	08/20/2025	Claims	3	39842	Snohomish PUD	2,785.99	City of Stanwood
4515	08/27/2025	Claims	3	39843	Chicago Title Ins Company	19,265.90	City of Stanwood
4516	08/27/2025	Claims	3	39844	Stanwood Ace Hardware #14901	206.95	20013; 20013; 20013; 20013; 20013
4517	08/27/2025	Claims	3	39845	The Sherwin Williams Co	712.93	7364-4; 7364-4

001 General Fund	687,528.28
101 Street Fund	66,065.36
103 Street Construction Fund	413,647.60
104 Park And Trail Improvement Fund	159,620.82
110 Building Improvement Fund	48,995.20
115 Tourism And Marketing	8,757.41
401 Sewer Fund	130,922.79
403 Sewer Construction Fund	516,847.29
410 Drainage Fund	38,553.28
411 Drainage Construction Fund	5,367.98

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
		421 Water Fund				111,321.38		
		422 Water Construction Fund				87,322.30		
		630 Agency Fund				849.73		
							Claims:	1,802,424.36
		* Transaction Has Mixed Revenue And Expense Accounts				2,275,799.42	Payroll:	473,375.06

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 Nisbruegge Date: 08/28/2025
( ) Deputy Finance Director

City of Stanwood
Council Agenda Staff Report

Item Number:	8.b.
Date:	September 11, 2025
Subject:	Approve City Council Regular Meeting Minutes - August 14, 2025
Contact Person:	Lisa Sokolik, City Clerk
Attachments:	1. City Council Meeting Minutes 8.14.2025

Issue:

The City Council meeting minutes for August 14, 2025, are attached to this staff report for Council's approval.

Recommended Motion:

"I MOVE TO APPROVE THE AUGUST 14, 2025, CITY COUNCIL MEETING MINUTES AS PRESENTED."

CITY OF STANWOOD

Regular Meeting of the City Council
August 14, 2025 | 7:00 p.m.

MINUTES

1. **Call to Order and Pledge of Allegiance**

   Mayor Sid Roberts called the meeting to order at 7:00 p.m. Councilmember Schmitt 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, Finance Director David Hammond, Public Works Director Kevin Hushagen, City Engineer Alan Lytton, City Attorney Nikki Thompson, Police Sgt. Karl Gilje, Police Sgt. Kore Oyetuga, Communications and Marketing Specialist Niki Strachila, and City Clerk Lisa Sokolik. Utility Supervisor Leigh Danielson attended via Zoom.

3. **Approval of the Agenda**

   Mayor Roberts requested to amend the agenda by adding two items under 14. Executive Session: a. RCW 42.30.110 (1)(g) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee and b. RCW 42.30.110(1)(i) to discuss with legal counsel pending litigation.

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

4. **Presentations**
   No presentations.
5. **Public Comment**
   No public comments.
6. **Staff / Department Report**
   a. Police Compstat Report - July
7. **Council Committee Reports**
   a. Economic Development Board Meeting Minutes – May 16, 2025
   b. Finance Committee Meeting Minutes – July 24, 2025
   c. Public Safety Committee Meeting Minutes – July 10, 2025
   d. Salary Commission Minutes – July 21, 2025

8. **Consent Agenda**
    a. Approve Vouchers and Payroll Checks
    b. Approve City Council Regular Meeting Minutes – July 24, 2025
    c. Approve Two Store Front Improvement Grants –Stanwood Hotel Saloon and Curated
    d. Approve Second Reading and Adopt Ordinance 1548 SMC Title 5 Business Licenses and Regulations

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 July 24, 2025, C. approve two Store Front Improvement grants, and D. approve second reading and adopt Ordinance 1548 SMC Title 5 Business Licenses. ***Motion carried unanimously.***

9. **Unfinished Business**
    No unfinished business.
10. **Public Hearing**
    No public hearing.
11. **New Business**
    No new business.
12. **Public Closing Comments**
    No closing comments.
13. **Executive/Legislative Reports**
    a. Mayor's Report
        - The National Night Out event was excellent this year; estimated over 3,000 people attended.
        - No council meeting on August 28th, the next meeting is on September 11th and a council workshop has been added for September 25th.

    b. City Administrator Report
        - The pump track at Heritage Park has been formed and paved, and the playground equipment demolition work starts on Saturday.

    c. Councilmember's Report/Questions
        - Gaumond asked for an update on the Dike. Lytton answered that permits were submitted to Snohomish County and Army Corps of Engineers; we are waiting their review and comments. If approved, we hope to bid in November and a start construction in May.
        - Metz asked if there is $20,000 left for the 2025 SIP program and if it's not spent this year, will it roll over to next year. Strachilla confirmed that is correct.
        - Robb said the fair parade went well. The Viking Way Phase II ribbon cutting had a nice turnout.
        - Hicks mentioned that the Local Veterans of Foreign War Chapter received a national recognition for All America Chapter/City for the membership and the number of events they participate in.

- Shepro asked about the backhoe at Depot Park. Love answered that the backhoes were on site for the testing that was being done due to the underground tanks that were found.
- Schmitt said several citizens have complimented the hanging baskets, Movie in the Parks, and Stanfest.

14. Executive Session

At 7:17 p.m., the Mayor, Council, Smith, Hammond, City Attorney Thompson, Sgt. Gilje, and Sgt. Oyetuga recessed to Executive Session for a 15-minute discussion to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee per RCW 42.30.110(1)(g), no action will be taken, and to discuss with legal counsel pending litigation per RCW 42.30.100(1)(i), no action will be taken.

At 7:32 p.m., Mayor Roberts extended the executive session 5-minutes.

The regular city council meeting reconvened at 7:37 p.m.

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 7:37 p.m.

CITY OF STANWOOD

_____
Sid Roberts, Mayor

ATTEST:

_____
Lisa Sokolik, City Clerk

City of Stanwood
Council Agenda Staff Report

Item Number:	8.c.
Date:	September 11, 2025
Subject:	Approve City Council Workshop Minutes - August 14, 2025
Contact Person:	Lisa Sokolik, City Clerk
Attachments:	1. City Council Workshop Minutes 8.14.2025

Issue:

Minutes of the August 14, 2025, City Council Workshop are attached.

Recommended Motion:

“I MOVE TO APPROVE THE MINUTES OF THE AUGUST 14, 2025, CITY COUNCIL WORKSHOP AS PRESENTED."

CITY OF STANWOOD

City Council Special Workshop
Thursday, August 14, 2025 – 5:00 p.m.
Stanwood-Camano School District, 26920 Pioneer Highway

MINUTES

Call to Order

Mayor Sid Roberts called the meeting to order at 5:03 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, Finance Manager Tim Niebruegge, and City Clerk Lisa Sokolik.

1. Utility Rate Study

Finance Director David Hammond introduced Sergey Tarasov, Project Manager from FCS Group who attended the meeting via Zoom. Tarasov presented the Utility Plant Investment Fee study. Areas of discussion included:

- Overview of plant investment fees (PIFs)
  - **Existing cost basis**: intends to recognize the current ratepayers' net investment in the original cost of the non-donated system.
  - **Future cost basis**: intends to include future facilities needed to serve growth, including regulatory system improvements.
- Methodology
  - Existing Cost Basis + Future Cost Basis = PIF
- Calculation
  - Water
  - Sewer
  - Drainage
- Next Steps
  - Direction from Council

Councilmembers discussed and asked questions.

2. Adjourn

Mayor Roberts adjourned the meeting at 6:35 p.m.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

City of Stanwood
Council Agenda Staff Report

Item Number:	8.d.
Date:	September 11, 2025
Subject:	Snohomish County Drainage & Diking Improvement District 7 ILA for the Dike District 7 Levee Realignment and Repair Project
Contact Person:	Alan Lytton, City Engineer
Attachments:	1. DD7 Interlocal Cooperation Agreement

Issue:

The purpose of this agenda item is to authorize the Mayor to sign an Interlocal Cooperation Agreement with Snohomish County Drainage and Diking Improvement District 7 (DD7) for the Dike District 7 Levee Realignment and Repair Project.

Staff Recommendation:

Staff recommends signing the Interlocal Agreement.

Background:

The City of Stanwood is in the process of designing and permitting the Dike District 7 Levee Realignment and Repairs Project. The project will construct a new setback levee and repair existing levees on DD7-controlled lands.

DD7 has requested that the City manage construction and grant administration for the project to achieve efficiencies in design, bidding, construction oversight, and administration.

This Interlocal Agreement establishes the framework for cooperation between the City and DD7. The City will administer bidding and construction of the improvements, while DD7 will provide site access, coordination, and reimbursement for costs associated with their requested changes. A supplemental agreement will be executed before completion of construction that details ongoing maintenance responsibilities for both agencies.

Council Options:

1. Approve the Mayor to sign the Interlocal Cooperation Agreement with DD7.
2. Send back to Public Works Committee for additional discussion.

Recommended Motion(s):

"I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL COOPERATION AGREEMENT WITH SNOHOMISH COUNTY DRAINAGE AND DIKING IMPROVEMENT DISTRICT 7 FOR THE DIKE DISTRICT 7 LEVEE REALIGNMENT AND REPAIR PROJECT."

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of any warranty contained in the document itself.	
Document Title:	Interlocal Cooperation Agreement Between the City of Stanwood and Snohomish County Drainage and Diking Improvement District 7 for the Dike District 7 Levee Realignment and Repairs project
Grantor(s):	Snohomish County Drainage and Diking Improvement District 7
Grantee(s):	City of Stanwood
Assessor's Parcel Number:	332032300401100, 32032300100300, 32031400100200, 32031400400400, 32031400400200, 32031400100300, 32031400100100, 32031100100400, 32031100100300, 32031100100200, 32031200300100

Interlocal Cooperation Agreement Between the City of Stanwood and Snohomish County Drainage and Diking Improvement District 7 for Dike District 7 Levee Realignment and Repairs project.

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby entered into this date by and between Snohomish County Drainage and Diking Improvement District 7 (the "District") and the City of Stanwood (the "City"), collectively referred to as the "Parties."

RECITALS:

1. The City is in the process of designing a Levee Realignment and Repairs Project in the District (the "Project"). The project is anticipated to be completed in June 2026.

2. The District desires the city to manage construction and grant management for the Project.

3. The City desires the ability to construct a new setback levee and repair the existing levee on Dike District 7 controlled lands.

4. The City and the District desire to cooperate in the design and construction of each agency's planned improvements, thus creating design, bidding, construction, and administrative efficiencies that provide a greater value to taxpayers.

5. The City and the District enter into this interlocal cooperation agreement under the authority of Chapter 39.34 RCW to provide for the joint and cooperative exercise of their powers, privileges, and authorities to improve infrastructure.

6. A supplemental agreement to this Agreement will be executed prior to the completion of construction of the Project that details the ongoing repair, cleaning, and maintenance roles and responsibilities of both the City and the District.

NOW, THEREFORE, in consideration of the foregoing, the City and the District agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide for the design and construction of the Project.

2. SCOPE OF WORK. The scope of work set forth by this Agreement includes all items of work necessary for the Project including but not limited to the design, permitting, bidding, construction, and related construction services.

3. CITY'S OBLIGATIONS. The City shall:

3.1. Administer the bidding and contract award for the Project, including:

3.1.1. Preparing bid documents;
3.1.2. Advertising for construction bids; and
3.1.3. Awarding of the construction contract to the lowest responsible bidder based on the lowest total submitted for all schedules of work.

3.2. Administer the construction contract, including:

3.2.1. Preparation and delivery of Notice of Award and Notice to Proceed to the contractor;
3.2.2. Scheduling the construction work with the contractor;
3.2.3. Inspection of all Project work;
3.2.4. Communicating with the contractor;
3.2.5. Disbursement of payments to the Project contractor;
3.2.6. Administration of change orders, although the District shall have final authority for review and approval of any change order that affects the District's improvements; and
3.2.7. Contract closeout.

3.3. Provide construction observation, documentation, material testing, and field-testing services for the construction of the District's improvements.

3.4. Be responsible for the administration, management, and budget for this Project.

4. THE DISTRICT'S OBLIGATIONS. The District shall:

4.1. Execute any documentation requested by the City to effectuate change orders requested by the District. Provide for and make reimbursement of any and all costs incurred

by the City associated with processing of change orders requested by the District for the Project.

4.2. Be responsible for its staff coordination with the City and the City's consultant.

4.3. Provide access to the site of the Project for all activities within the Scope of Work and execute any necessary permissions.

5. UNEXPECTED CHANGES. The District and the City recognize that unanticipated or unexpected changes to the Project plans may be necessary as the project develops. The District and the City will cooperate to address any unanticipated or unexpected circumstances that may require a change in the design or construction of the Project and/or that may require additional expenditures beyond those budgeted. The District and the City will further cooperate in the allocation of any such additional costs with consideration of the party (if any) responsible for the cost and the extent to which the changes benefit the District or the City.

6. DURATION AND TERMINATION. This Agreement shall become effective upon the filing of the executed Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040. This Agreement will terminate when the Project is completed and when the final payment for the District's portion of the Project is received by the City from the District.

7. RECORDS. The City shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement. The District shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents, and other materials maintained, prepared, or issued by the District in the implementation of this Agreement shall be the property of the District, which shall have the responsibility of the retention and release of those materials. In the event of any public records requests, City and the District shall cooperate in responding to such requests.

8. MUTUAL INDEMNITY. The City shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents, and employees, in connection with the work described in this agreement, or arising out of the City's non-observance or non-performance of any law, ordinance, or regulation applicable to the City's portion of the Project.

The District shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the District, its officers, agents and employees, in connection with the work described in this agreement, or arising out of the District's non-observance or non-performance of any law, ordinance or regulation applicable to the District's portion of the Project.

9. **INSURANCE COVERAGE.** Each party shall provide evidence of and shall maintain liability insurance or coverage for potential liabilities arising from this Agreement.

10. **PROPERTY.** Any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein, except as expressly provided to the contrary elsewhere in this Agreement.

11. **NO THIRD-PARTY BENEFICIARIES; NO JOINT VENTURE.** This Agreement is for the sole benefit of the City and the District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

12. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

13. **CONSTRUCTION.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

14. **GOVERNING LAW; VENUE.** This Agreement is governed by the laws of the State of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Snohomish County, Washington.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 202__.

SNOHOMISH COUNTY DRAINAGE AND DIKING IMPROVEMENT DISTRICT 7	CITY OF STANWOOD
By _____ [NAME], [TITLE]	By _____ Sid Roberts, Mayor Attest: By _____ Lisa Sokolik, City Clerk

City of Stanwood
Council Agenda Staff Report

Item Number:	11.a.
Date:	September 11, 2025
Subject:	Authorize a New Position - Deputy Clerk/Finance Administrative Assistant
Contact Person:	David Hammond, Finance Director
Attachments:	1. JD Deputy City Clerk-Administrative Assistant

Issue:

To revise one of the two currently authorized Accounting Technician II positions to a new position, “Deputy City Clerk/Finance Administrative Assistant".

Staff Recommendation:
Staff recommends approval of the proposed new position, “Deputy City Clerk/Finance Administrative Assistant".

Committee Recommendation:
The Finance and Personnel Committee has not reviewed this item

Background:
The Finance Department has evolved over the past few years, adding technology to make us more efficient; first adding a position to plan for retirements, and then recently revising the Analyst position to an Accountant position. Recently, the Accounting Specialist resigned, one of the Accounting Technicians has been promoted to the Accounting Assistant position, ultimately leaving one of the two authorized Accounting Technician Positions vacant.

This vacant position has created an opportunity to reconsider the best staffing for the next few years. Staff recommends this revision so that the City Clerk will have backup for council meetings yet retain the ability for the position to back up other key finance functions, such as customer reception, receiving payments, preparing bank deposits, and processing accounts payable. The position will continue to be the primary point of contact for purchasing supplies and small equipment items. The position will also be

available for administrative tasks supporting the department.

Discussion:
Staff has identified a need to provide backup for the City Clerk's council administration role, both in preparing council agenda materials, but also to provide backup to actual set up and "clerking" the City Council's meetings. Further, the City Clerk role has undertaken a significant task to digitizing as many records as possible. This is an effort that will take a few more years, but ultimately will reduce the physical space required for record storage, especially important as we design and construct a new records archive room at the new Police Station. This part-time assistance for the clerk will help enable this project's success. Staff anticipates this change will not hinder the department's ability to keep up with processing utility payments because we continue to encourage online bill payments and the number of over-the-counter or mailed payments continues to decline. At the same time, staff recognize the need to back up for the city hall front counter, cash receipting and accounts payable.

This change anticipates a salary range increase of 3% to 9%. The new position will initially report to the Finance Director. A draft job description is attached.

Financial Impact:
There is a small increase to the budgeted salary, with an annual cost increase of approximately $3,000 to $6,000.

Recommended Motion(s):

"I MOVE TO APPROVE THE NEW POSITION--DEPUTY CITY CLERK/FINANCE ADMINISTRATIVE ASSISTANT."

CITY OF STANWOOD

POSITION DESCRIPTION

Title: Deputy City Clerk-Finance Administrative Assistant
Department: Finance
FLSA Status: Non-Exempt
Union Status: Represented

GENERAL DESCRIPTION

- The Deputy City Clerk has two primary responsibilities:
  To serve as back-up to the City Clerk with the development of the City Council agenda and clerking City Council meetings , assisting in maintenance of official City records and files, and to provide assistance to the public, City staff and others, as needed. The Deputy City Clerk also assists in preparing and processing legal publications and documents.
- To serve as part of the Finance Department team, providing utility customer support at the City Hall Front Counter and by telephone and accepting and posting payments; assisting with Accounts Payable.

Other duties include general administrative support and back up to designated staff as needed.

SUPERVISION
Works under the direct supervision of the Finance Director.

SUPERVISION EXERCISED
None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists in the preparation and distribution of the City Council agendas and supporting materials; composes and issues legal notices in compliance with State law. Publishes notices and maintains official City records for Council meetings, Council workshops and ordinances. In the Clerk's absence, attends City Council meetings and records proceedings; composes, dictates, edits and files official City Council meeting minutes.

2. Assists in the planning, organization, coordination and codification of ordinances to support City departments and outside agencies in compliance with municipal law, including review and codification of ordinances and assists in the supervision of code supplement issuance.

3. Researches and submits policy changes to code for council approval. Assists the Finance Director and City Clerk in preparation of council staff reports and work orders.
4. Assists in the City Clerk as custodian of official City records and public

documents; maintains filing system for official City records; manages records program for the City ensuring compliance with legal requirements and disclosure regulations; maintains inventory of records within the City; submits reports to the State as necessary for destruction of records.

5. Assists in responding to public records requests and inquiries from citizens, civic groups and other agencies, and provides information accordingly. Communicates with City officials, City Attorney, City departments, citizens, advisory boards and commissions, and outside agencies, performing research and providing information as required.

6. Within City and department policies and procedures, performs purchasing duties for designated equipment, materials, supplies and/or services; obtains and, when assigned, evaluates bids; recommends the award of bids, selecting appropriate vendors and suppliers; prepares requisitions and purchase orders.

7. Performs other duties and responsibilities as required or assigned.

PERIPHERAL DUTIES

1. Performs executive level administrative duties for the Mayor, City Administrator, Finance Director, and City Clerk as assigned.

2. Perform backup duties and responsibilities to the City's front counter as assigned by the Finance Director.

3. In the Clerk's absence, attends all regular and special City Council meetings, which involves working evenings and weekends.

4. Posts information to the city's website

5. May serve as a Notary public.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience

- An Associate's degree (A.A.) or equivalent from a two-year college or technical school.
- Three to five years of increasingly responsible related experience and/or training or;
- Any equivalent combination of education and experience necessary to perform the essential functions of the position. Municipal experience is preferred.

Necessary Knowledge, Skills and Abilities

- Knowledge of the functions, activities and responsibilities of the City Clerk's office; City organization, operations, policies and objectives; State and local laws and regulations regarding public records, public meetings and legal notices. Some knowledge of structure and operations of State, County and municipal governments; parliamentary procedure; budget preparation and control; records management systems, techniques and technology; basic research methods; interpersonal skills, using tact, patience and courtesy.

- Ability to: plan and organize operations of the City Clerk's office; maintain confidentiality of politically sensitive materials and information; research, analyze, interpret, organize and report on data; communicate effectively both orally and in writing; read, interpret, apply and explain codes, rules, regulations, policies and procedures; establish and maintain cooperative and effective working relationships with others; analyze situations accurately and adopt an effective course of action; meet schedules and legal time lines; work independently with little direction; plan and organize work.

- Working knowledge of computers (Windows, MS Office Suite-Outlook, Word and Excel, and Accounting Systems); modern office practices and procedures. Skill in operation of listed equipment.

- Working knowledge of the Washington State Auditor's Office Budgeting, Accounting, and Reporting System.

- Ability to communicate effectively both orally and in writing.

- Ability to establish and maintain effective working relationships with other employees, elected officials, agencies and the general public;

- Ability to handle stressful situations, while maintaining composure under pressure.

- Provide quality customer service to the public, demonstrating a professional and can-do attitude.

- Perform at a level commensurate with length of service.

- Produce a quality work product in a timely and efficient manner.

- Manage multiple tasks at one time and follow through on commitments.

- Use good judgment in making decisions.
- Provide innovative solutions to difficult problems. Initiative to take on assignments without being asked.
- Work as a member of a team, treating others fairly and consistently and exhibiting a positive attitude.
- Follow rules provided by the City's Personnel Policy Manual.

SPECIAL REQUIREMENTS

- This position may be required to use city vehicle periodically. Valid State Driver's License or ability to obtain one within 30 days of hire and a good driving record is required.
- Certified Municipal Clerk (CMC) designation is desirable.

TOOLS AND EQUIPMENT USED

Personal computer; 10-key calculator; phone; copy machine; fax machine; scanner.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is frequently required to walk, use hands to finger, handle or operate objects or controls and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually relatively quiet.

SELECTION GUIDELINES

Formal application, review of education and experience, oral interview and employment/reference check, job related tests may be required.

POSITION DESCRIPTION

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

City of Stanwood
Council Agenda Staff Report

Item Number:	11.b.
Date:	September 11, 2025
Subject:	Authorize the Mayor to Sign a Contract with Gray & Osborne for the Knittle Pump Station Replacement Project Design
Contact Person:	Alan Lytton, City Engineer
Attachments:	1. Knittle Booster Station Scope and Fee

Issue:

The purpose of this agenda item is to authorize the Mayor to sign a contract with Gray & Osborne for the Osborne Knittle Booster Pump Station Replacement project design.

Staff Recommendation:
Staff recommends awarding the design scope to Gray & Osborne not to exceed $167,300.

Committee Recommendation:
The Public Works Committee reviewed this proposal at their September 8, 2025 meeting.

Background:
The Knittle Booster Pump Station (BPS) is approximately 27 years old, and the facility has issues with a rusting steel floor and piping. The City also has concerns with pump efficiency. Pumping capacity from the 297 Zone to the 365 Zone should also be increased to reduce the fire flow storage requirements in the Cedarhome Reservoir. Water supply to the 365 Zone is currently provided by the Cedarhome and Knittle Booster Pump Stations.

Improvement: Replace the existing BPS with a new BPS in a Concrete Masonry Unit (CMU) block building with a concrete floor. The new BPS should have a increased capacity to allow the system's highest planning-level fire flow requirement to be pumped from the Knittle Reservoirs to the 365 Zone.

Analysis:
The budget includes $236,000 in water funds in 2025 for design, and $850,800 in 2026 for construction.

Financial Impact:
Fund(s): 103
Budget Amount: $236,000
Project Estimate: $167,300
Budget Authorized: Yes
Amendment Required: No

Council Options:
1. Authorize the Mayor to sign a contract with Gray & Osborne for the Knittle Booster Pump Station Replacement project design not to exceed $167,300.
2. Send back to Public Works Committee for additional discussion.

Recommended Motion(s):

"I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH GRAY & OSBORNE FOR THE KNITTLE BOOSTER PUMP STATION REPLACEMENT PROJECT DESIGN NOT TO EXCEED $167,300."

EXHIBIT A

SCOPE OF WORK

CITY OF STANWOOD
KNITTLE BOOSTER PUMP STATION REPLACEMENT

PROJECT UNDERSTANDING

The City's Draft Water System Plan prepared by RH2 identified a storage deficiency in its 365 Zone. The deficiency was identified as primarily fire suppression storage, and the proposed correction identified is to increase the capacity of the Knittle Booster Pump Station (BPS) to 3,000 gpm in order to transfer storage from the 297 Zone Knittle Reservoirs to the 365 Zone Cedarhome Reservoir, thus eliminating the deficiency. The City has requested this scope of work and fee proposal to design the replacement booster station including the following features:

- New building;
- New pumps, motors, and piping on a premanufactured skid;
- Associated site piping;
- New motor starters, control panel, and associated electrical equipment;
- Demolition of the existing booster pump station.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members. Services, to include:

A. Procure sufficient staff resources to dedicate to the project.

B. Manage and control project budget and schedule.

C. Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Conduct a kickoff meeting with City staff to confirm scope, identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements. The discussion will include, but not be limited to, the following topics:

A. Review City provided record drawings of existing system.

B. Review and confirm project understanding and design criteria to be employed.

C. Review and confirm project schedule and milestones/deliverables.

D. Identify regulatory and/or funding agency requirements.

E. Identify utility purveyors and concerns.

F. Identify project stakeholders and discuss their needs and impacts on the project.

G. Identify any environmental requirements.

H. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Predesign Memorandum/30 Percent Design

Provide a technical memorandum in Word format summarizing the project understanding, design criteria, and hydraulic analysis in a spreadsheet format of the proposed project. Services, to include:

A. Write a predesign memo summarizing the project understanding, design criteria, and general design guidelines and standards which will be applied to the project design.

B. Perform a hydraulic analysis of the proposed system to verify required pumping capacity. Information will be based on data provided in the City's draft Water System Plan.

C. Provide pump selection alternatives.

D. Evaluate the capacity of the existing on-site generator to meet the new load requirements from the proposed BPS.

E. Prepare a preliminary site plan, utilizing the City's existing base map, and a preliminary mechanical plan.

F. Develop preliminary cost estimates.

G. Circulate the predesign memorandum to key members of the design team and the City and solicit comments and/or clarifications. Incorporate all relevant review comments. This Contract assumes one review period by the City.

H. Distribute the final predesign memorandum to the design team and submit one copy to the City.

Task 4 – Engineering Design

Design of the project will include full civil, mechanical, structural and electrical design of the replacement booster pump station. Design submittals will be provided at 60 percent, 90 percent, and final design completion levels.

A. 60 Percent Design

Prepare project drawings, specifications, and cost estimates of the booster pump station improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in CSI format. Design will be limited to the preferred layout developed through the 30 percent design effort. Services, to include:

1. Plans

Prepare preliminary construction plans in City-approved format to include mechanical, electrical, and structural design sheets.

2. Specifications (Draft)

Prepare draft project specifications in CSI format. Specifications to include City-approved proposal, contract, and bonding documents.

3. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

B. 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the booster pump station improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in CSI format. Services, to include:

1. Plans

Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

2. Specifications (Draft)

Update draft project specifications in CSI format. Specifications to include City-approved proposal, contract, and bonding documents.

3. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

C. Final Design

Provide final project drawings, specifications, and final Engineer's Estimate of the booster pump station for bid. Project will be bid via Builder's Exchange on-line plan center.

Task 5 – Permitting

Provide support required to obtain permits necessary to facilitate construction of the project. The following permitting requirements are anticipated for this project:

A. Grading, Drainage, and Building Permits

Prepare and submit for grading, drainage, and building permits from the City, including required structural calculations, energy forms, erosion control, and SWPPP.

B. SEPA Checklist

Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Task 6 – Bid Support

Assist the City during the bid phase. Services, to include:

A. Support City to answer bid inquiries during bid phase.

B. Support City staff to prepare any Bid Addenda as may be required.

Task 7 – Quality Assurance/Quality Control

Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff and selected design team members. Meetings are to take place at the following levels:

A. Predesign Memo/Thirty Percent Design (defined more fully in Task 3).

B. 60 Percent Design (defined more fully in Task 4.A.).

C. 90 Percent Design (defined more fully in Task 4.B.).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 8 – Meetings and Site Visits

Meet with City staff as may be required to review project status and solicit concerns/comments. Meetings with the City will occur at the predesign memo, sixty percent design, and ninety percent design levels. Meetings are anticipated to occur approximately two weeks after each submittal.

SCHEDULE

The City desires the project to be out to bid by spring 2026. We anticipate the following schedule:

Notice to Proceed ..... September 2025
Predesign Memo/Thirty Percent Design Effort ..... October 2025
60 Percent Design Effort ..... December 2025
90 Percent Design Effort ..... February 2026
Final Design Effort ..... March 2026

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

MANAGEMENT RESERVE FUND

The Management Reserve Fund allows the City to expand the scope of work without seeking an additional and formal contract supplement, within the limits and terms as stated herein. The Engineer cannot access the Management Reserve Fund budget without the further written authorization of the City.

The Management Reserve Fund will consist of an amount not to exceed $5,000, and is set aside to cover the cost of unforeseen work and/or services required for the PS&E phase of the project.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

- Electronic copy of the final predesign memorandum.
- Electronic copy of any permits acquired during the development of the project.
- SEPA checklist.
- Three copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels. This Contract anticipates a maximum of 40 sheets will be required to facilitate the bidding and construction of this project.
- Electronic copy of the project specifications and cost estimate at 60 percent and 90 percent design effort levels.
- Electronic set of final construction drawings (PDF).
- Electronic set of final project specifications (PDF).

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 week) review of all submittals.

2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing water system infrastructure, as may be available and/or pertinent to the project.

3. The scope of work assumes that the CAD base map of the site provided by the City will be suitable for the design and that no additional survey will be needed. Survey work for right-of-way and property calculations, temporary or permanent easement descriptions, or any property acquisition is excluded.

4. The scope of work assumes the City can provide a geotechnical report suitable for the existing site that will be suitable for the work and that no additional geotechnical work will be needed.

5. This scope of work assumes that the City will advertise and circulate the SEPA checklist document, pay any costs of publication, and make timely threshold determinations.

6. This scope of work assumes that the City will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.

7. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.

EXHIBIT B

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF STANWOOD - KNITTLE BOOSTER PUMP STATION REPLACEMENT

Tasks	Principal-In-Charge Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management	8	40					
2 Kickoff Meeting	4	4		4			
3 Predesign Memorandum/30 Percent Design			2	32	4	12	16
4 Engineering Design							
A. 60 Percent Design		16	32	80	32	72	120
B. 90 Percent Design		12	16	40	16	48	80
C. Final Design		8	8	24	16	24	40
5 Permit Applications		4		8	4		16
6 Bid and Award Services		8		8		4	
7 QA/QC Review	16	12		12	8	12	
8 Meetings and Site Visits	4	8	8	8	4	8	
Hour Estimate:	32	112	66	216	84	180	272
Fully Burdened Billing Rate Range:*	$170 to $270	$170 to $270	$150 to $210	$140 to $190	$120 to $245	$120 to $245	$70 to $190
Estimated Fully Burdened Billing Rate:*	$250	$240	$160	$140	$180	$220	$135
Fully Burdened Labor Cost:	$8,000	$26,880	$10,560	$30,240	$15,120	$39,600	$36,720

Total Fully Burdened Labor Cost:	$	167,120
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	180
TOTAL ESTIMATED COST:	**$**	**167,300**
Management Reserve:	$	5,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

City of Stanwood
Council Agenda Staff Report

Item Number:	11.c.
Date:	September 11, 2025
Subject:	Irvine Slough Stormwater Separation Project - Phase II Project
Contact Person:	Alan Lytton, City Engineer
Attachments:	1. Exhibit A - Description of Tasks 2. Stillaguamish Tribe Subrecipient Contract

---

Issue:

The purpose of this agenda item is for Council consideration of authorizing the Mayor to sign an agreement with the Stillaguamish Tribe of Indians for grant funding of the IS4 Phase 2 project.

Staff Recommendation:

Authorize the Mayor to execute the grant agreement with the Stillaguamish Tribe of Indians.

Committee Recommendation:

Public Works Committee has been informed of the grant funds.

Background:

The City and Tribe were successful in obtaining grant funding from Flood Plains by Design. Part of the funding package includes funds for IS4 Phase 2. Previously, the City received FPD funding for IS4 Phase 1. We are also in consideration for phase 4. The funding amount is $1,000,000.

Analysis:

The City will receive a $1,000,000 grant from the Stillaguamish Tribe of Indians.

Council Options:

1. Authorize the mayor to execute the grant agreement with the Stillaguamish Tribe of Indians for $1,000,000.
2. Do not authorize the mayor to execute the grant agreement.
3. Send this to committee for further discussion.

Recommended Motion:

“I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT WITH THE STILLAGUAMISH TRIBE OF INDIANS TO RECEIVE FLOOD PLAINS BY DESIGN GRANT MONEY FOR THE IS4 PHASE 2 PROJECT.”

EXHIBIT A

Recipient: City of Stanwood

Task 1. Title: Irvine Slough Stormwater Separation Project – Phase 2

Task 1. Description and Scope of Work:

This task will complete the design and construction phase of Irvine Slough Stormwater Separation Project – Phase 2 (Irvine Slough). This task includes the following scope of work:

The RECIPIENT will complete construction of a new pump station to separate stormwater from the Irvine Slough.

The RECIPIENT will complete the following subtasks and deliverables:

A. Submit a copy of all required local, state, or federal permits for the Irvine Slough project. Provide documentation to Tribe prior to implementation of each construction project.

B. Hire a contractor to complete construction of the Irvine Slough project. Services will be secured in accordance with the state of Washington procurement procedures. The RECIPIENT will provide a copy of the signed contract(s) to the Tribe.

C. Complete the cultural resources review for construction in accordance with Section 106 of the National Historic Preservation Act (36 CFR Part 800) and the Governor's Executive Order 21-02 requirements for the Irvine Slough project. Provide documentation to the Tribe.

D. Submit an Inadvertent Discovery Plan (IDP) to ECOLOGY for the Irvine Slough project. The RECIPIENT will ensure that all contractors have a copy of the completed IDP prior to and while working on-site in each project area.

E. Submit preliminary and final designs, project schedules, and as-built plans, as outlined below.

F. Upon completion of construction of each site, submit GIS-compatible project area data in zip file format.

Task 1. Goal Statement:

To improve stormwater conveyance and reduce the hazard of flooding to approximately 300 acres of Stanwood's downtown, including critical facilities, buildings and streets, as well as approximately 180 acres of farmland north of the City of Stanwood. The improved system will also treat all stormwater before it enters Irvine Slough and the lower Stillaguamish River, greatly improving water quality. This is an important area for community recreation and fish and wildlife populations. Poor water quality is listed as a factor limiting ESA listed Stillaguamish Chinook populations, an important prey item for the threatened Southern Resident Killer Whales (SRKW).

Task 1. Expected Outcome:

Phase 2 construction outcomes will be a new pump station north of SR 532, a force main under SR 532 to a new outfall in the Old Stillaguamish River Channel. There will also be a water quality treatment facility to treat

stormwater runoff that will flow to the pump station and emptied into Irvine Slough. Currently there is no treatment of stormwater that empties into Irvine Slough; the new treatment system will be able to process 1,000 gallons per minute.

Task 1. Task deliverables**:**

Number	Description	Due Date
1.1	Copy of signed contract between the Tribe and the City of Stanwood.	9/01/2025
1.2	Quarterly Payment Requests/Progress Reports First Quarter – July 1- September 30 Second Quarter – October 1 – December 31 Third Quarter – January 1 – March 31 Fourth Quarter – April 1 – June 30	October 20 January 20 April 20 July 20
1.3	Copy of bid documents and signed contracts for the Irvine Slough project to be included with the first invoice seeking reimbursement on relevant work. Provide copy to Tribe.	04/30/2026
1.4	Copy of all required local, state, or federal permits. Provide documentation to Tribe prior to implementation of the Irvine Slough project.	03/31/2026
1.5	Cultural resources review for constructions in accordance with Section 106 and Governor's Executive Order 21-02 requirements for the Irvine Slough project. Provide copy to Tribe.	10/31/2025
1.6	Copy of IDP and other documentation to meet cultural resources review requirements for the Irvine Slough project. Provide a copy to Tribe prior to ground-disturbing activities.	10/31/2025
1.7	Final designs for the Irvine Slough project signed and sealed by a Washington State-licensed engineer. Provide copy to Tribe.	10/31/2025
1.8	Project schedule for the Irvine Slough project. Provide copy to Tribe.	04/30/2026
1.9	As-built construction plan sets for the Irvine Slough project. Signed and sealed by a Washington State licensed engineer. Provide copy to Tribe.	09/30/2026

1.10	Annotated digital photographs showing conditions before, during, and after construction for the Irvine Slough project. Provide copy to Tribe.	09/30/2026
1.11	Project area GIS shapefiles showing the location of all final constructed project elements. Save the shapefiles in a .zip file. Provide copy to Tribe.	05/31/2027
1.12	Project Completion Report for the Irvine Slough project. Provide copy to Tribe.	05/31/2027

Task 1. Grant and Match Budget:

	Budget	**Amount**
Ecology Grant Share	Irvine Slough Stormwater Separation – Phase 2	$1,000,000
Recipient Match Share	Irvine Slough Stormwater Separation – Phase 2, 20% Match Requirement	$250,000
Project Total		$1,250,000

Stillaguamish Tribe of Indians
3322 236th St. NE
Arlington, WA 98223

FLOODPLAINS BY DESIGN SUBRECIPIENT AGREEMENT

This SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into as of this day of August, 2025, by and between the CITY OF STANWOOD (the "Recipient"), and the STILLAGUAMISH TRIBE OF INDIANS, a federally-recognized Indian tribe (the "Tribe").

RECITALS

WHEREAS, the Stillaguamish Tribe is a federally recognized sovereign Tribe that has reserved for itself and its members the right to fish at all of the Tribe's usual and accustomed fishing grounds and stations pursuant to the 1855 Treaty of Point Elliott.

WHEREAS, habitat restoration for ESA listed salmon is a top priority for the Stillaguamish Tribe.

WHEREAS, The Stillaguamish Tribe has acquired a grant through the Department of Ecology ("Ecology") Floodplains by Design and Flood Control Assistance Account Program (SEAFBD-2325-StillTI-00039) and is providing funding to Recipient as a sub-recipient of the Tribe's award. All General Terms and Conditions and Special Terms and Conditions of the Ecology grant are passed on to the sub-recipient through this Agreement.

WHEREAS, The goal of the grant is to reduce flood hazards and protect and restore floodplain function and ecological processes, while supporting values important to the local community such as protecting and improving agricultural productivity, and improving water quality.

AGREEMENT

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

1. TERM

The term of this Agreement (the "Term") shall commence on 7/01/2023 (the "Commencement Date"), and shall expire on 06/30/2027 (the "Expiration Date").

2. SERVICES

2.1 Exhibits (Scope of Work, Outcomes, Budget, and Funding Distribution)

The specific "Scope of Work," "Outcome(s)," “Deliverables,” "Budget," and “Funding Distribution” will be attached to this agreement as EXHIBIT A. All services shall be conducted in a professional manner and to professional standards and shall meet the approval of the Tribe and/or Ecology, as appropriate. Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement.

The Tribe shall review performance, reports or other submittals as identified in EXHIBIT A, and may require such modifications as it deems appropriate to bring the service into compliance with this Agreement.

Recipient shall commence work upon receipt of notice by the Tribe and shall complete the work required by this Agreement no later than the dates set forth in EXHIBIT A. All deliverables are to be submitted to the Tribe no later than **05/31/2027.** The Recipient understands that time is of the essence and agrees to complete all work in a timely manner.

The Recipient shall complete the services rendered under this agreement. Services will be provided to the Tribe on a time and materials basis as described in EXHIBIT A. The amounts to be paid under this Agreement shall not exceed **(Task 1. $1,000,000).** The Recipient shall provide adequate documentation to support the (**Task 1. $250,000**) match requirement.

The Recipient shall invoice the Tribe no less frequently than quarterly for services rendered under this Agreement. Upon acceptance by the Tribe of the invoiced work, which acceptance shall not be unreasonably withheld, the Tribe shall pay the invoice within thirty (30) days after approval.

2.2 Recipient Information

Project Manager:	
Authorized Signatory:	

2.3 Stillaguamish Tribe Information

Project Manager: Charlotte Scofield	
Authorized Signatory: Stacey McQuade-Eger	

3. SPECIAL TERMS AND CONDITIONS

Floodplains by Design - Special Terms and Conditions

(A) Local Decision: This grant is made in response to a request for financial assistance from the Recipient to undertake flood damage prevention projects. The choice of floodplain management activities addressed by this grant is a local decision made solely by the Recipient. The Recipient is not acting as an agent of the State or of the Tribe.

(B) Lawsuits: Neither Ecology nor the Tribe shall be responsible for any non-contractual damage· or inverse condemnation claims resulting from the structures or works constructed, repaired, restored, maintained, or improved pursuant to this grant.

(C) Indemnification, Hold Harmless and Duty to Defend:

1. Neither Ecology nor the Tribe shall in any way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the scope of work.

2. This paragraph applies to negligence based claims only. All other claims are governed by paragraph (4) of this section. To the extent the constitution and laws of the State of Washington permit, Recipient shall indemnify, defend and hold harmless the Tribe, its agencies, officers and employees, from all claims, suits or actions brought for any or all injuries to persons or property arising from, or as a consequence of, negligent acts, errors, or omissions related to the construction, restoration, repair, maintenance, improvement or operation of the structures or works for which this grant is provided. If the structures or works for which this grant is received are a portion of an integrated flood protection system, Recipient agrees to indemnify, defend and hold harmless the Tribe, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that this provision is not intended to and shall not be construed as a waiver by Recipient of any immunities conferred upon the Recipient by RCW 86.12.037 nor is it intended to, and it shall not be construed to, confer any rights upon third parties.

3. The Recipient will not be required to indemnify, defend, or save harmless the Tribe, its agencies, officers or employees as provided in subsection (2) of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Tribe. Where such claims, suits, or actions result from the concurrent negligence of (a) the Tribe, or the Tribe's agents or employees and (b) the Recipient or the Recipient's agents or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Recipient's negligence or the negligence of its agents and employees.

4. To the extent that the constitution and laws of the State of Washington permit, Recipient shall indemnify and hold harmless the Tribe, its agencies, employees, and officers against any and all liability arising out of the continued operation, maintenance, or repair of the structures or works constructed, restored, repaired,

maintained or improved as a result of this grant. If the structures or works for which this grant is received are portions of an integrated flood protection system, Recipient agrees to indemnify, defend and hold harmless the Tribe, its agencies, employees, and officers against any and all liability arising out of the operation, maintenance, or repair of that integrated flood protection system; PROVIDED, however, that the indemnity provisions of this paragraph are not intended to and shall not be construed as a waiver by Recipient of any immunities conferred upon the Recipient by RCW 86.12.037 nor are they intended to, and they shall not be construed to, confer any rights upon third parties. This agreement applies to all non-negligent, non-contractually based claims including, but not limited to, inverse condemnation, contribution, indemnification, trespass and/or nuisance.

(D) Any development activity funded by this grant which occurs in the Federal Emergency Management Agency (FEMA)-mapped regulatory floodplain, also known as the Special Flood Hazard Area (SFHA), may trigger the need for a floodplain development permit from the local agency with floodplain management jurisdiction. "Development" is defined at 44 CFR 59.1 as" ... any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials." Further, any activity funded by this grant may change the base flood elevations from physical changes affecting the floodplain. Communities are required by 44 CFR 65.3 to submit new data to FEMA in the event their actions affect the base flood elevation and the regulatory map (the SFHA).

(E) The Tribe waives property acquisition report appraisal requirements for properties valued at $25,000 or less. When the estimated property value does not exceed $25,000, and the acquisition is not complex, the RECIPIENT may be exempt from meeting appraisal and review appraisal standards. Such exemptions must be requested in writing and approved by the Tribe's Project Manager before the closing on the property. The RECIPIENT must follow the appraisal waiver standards in 44 C.F.R. § 24.102.

(F) Some RECIPIENTS are required to provide grant match. Match is made up of three different types of contributions: cash expenditures, in kind other, and in kind interlocal. Cash match expenditures are eligible costs paid by the RECIPIENT and are not reimbursed by the Tribe. In kind contributions are property or services that benefit a project and are contributed to the RECIPIENT by a third party without direct monetary compensation. In kind other is a type of contribution where the third party making the contribution is not a government entity. In kind interlocal is a type of contribution where both the grant RECIPIENT and the third party making the contribution are both government entities and have a signed Inter-local agreement between them.

(G) RECIPIENTS are required to submit a copy of the original invoice to the Tribe.

(H) To be eligible for reimbursement, RECIPIENTS must provide documentation of how an expenditure is directly related to the project. The Tribe will not reimburse any expenditure that is already included in the indirect rate. At the Tribe's sole discretion, the

Tribe may approve reimbursement for the percentage of an expenditure that is directly related to the project.

4. GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT T/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2 CFR 180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to the Tribe.

Any CONTRACTOR/ RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

The Tribe will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. The Tribe is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov http://www.usaspending.gov/.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or,
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) exclusion list.

5. GENERAL TERMS AND CONDITIONS

(A) ADMINISTRATIVE REQUIREMENTS

a. RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans - EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
b. RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
c. RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all contractors comply with the terms and conditions of this Agreement. The Tribe reserves the right to request proof of compliance by contractors.
d. RECIPIENT'S activities under this Agreement shall be subject to the review and approval by the Tribe for the extent and character of all work and services.

(B) AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. The Tribe and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

(C) ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it

relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

(D) ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington and the Stillaguamish Tribe in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT'S project funded under this Agreement.

RECIPIENT shall:

a. Contact the Tribe to discuss any Cultural Resources requirements for their project:
   - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
   - For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
   - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b. If required by the Tribe, submit an Inadvertent Discovery Plan (IDP) to the Tribe prior to implementing any project that involves ground disturbing activities. The Tribe will provide the IDP form.

   RECIPIENT shall:
   - Keep the IDP at the project site.
   - Make the IDP readily available to anyone working at the project site.
   - Discuss the IDP with staff and contractors working at the project site.
   - Implement the IDP when cultural resources or human remains are found at the project site.

c. If any cultural resources are found while conducting work under this Agreement, follow the protocol in the IDP:
   - Immediately stop work and notify the Tribe, who will notify the Ecology program who will notify, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d. If any human remains are found while conducting work under this Agreement, follow the protocol in the IDP:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the Tribe.

e. Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

(E) ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

(F) COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT'S designees, the Tribe, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

(G) COMPENSATION

a. Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. The Tribe must sign the Agreement before any payment requests can be submitted.

b. Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c. RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with the Tribe prior to incurring costs. Costs that are conditionally eligible require approval by the Tribe prior to expenditure.

d. RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. The Tribe will define the elements and frequency of progress reports.

e. RECIPIENT shall not invoice more than once per month unless agreed on by the Tribe.

f. The Tribe will not process payment requests without the proper reimbursement forms, Progress Report, wage and salary cost documentation, and supporting documentation. The Tribe will provide instructions for submitting payment requests.

g. The Tribe will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

h. The Tribe may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i. Monies withheld by the Tribe may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at the Tribe's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j. RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

(H) COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a. RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b. RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c. RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d. RECIPIENT agrees to secure and provide assurance to the Tribe that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

The Tribe shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

(I) CONFLICT OF INTEREST

RECIPIENT and the Tribe agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

(J) CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a

competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

The Tribe reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT'S normal procedures may be disallowed at the Tribe's sole discretion.

(K) DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of the Tribe will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a. RECIPIENT notifies the Tribe of an appeal request.
b. Appeal request must be in writing and state the disputed issue(s).
c. RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d. The Tribe reviews the RECIPIENT'S appeal.
e. The Tribe sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of the Tribe from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of the Natural Resources Department a written appeal. The decision of the Director or duly authorized representative will be final and conclusive. The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Stillaguamish Tribal Court. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

(L) ENVIRONMENTAL DATA STANDARDS

a. RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the Tribe. If a QAPP is required, the RECIPIENT shall:

   - Use ECOLOGY's QAPP Template/Checklist provided by the Tribe, unless the Tribe instructs otherwise.
   - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
   - Submit the QAPP to the Tribe for review and approval before the start of the work.

b. RECIPIENT shall submit environmental data that was collected on a project to Tribe using the Environmental Information Management system (EIM), unless the Tribe instructs otherwise. The RECIPIENT must confirm with the Tribe that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c. RECIPIENT shall follow ECO LOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

(M) GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Stillaguamish Tribal Court.

(N) INDEMNIFICATION

The Tribe will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each patty will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party’s agents or employees arising out of this Agreement.

(O) INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

(P) KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

(Q) MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a. Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d. Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

(R) ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

(S) PRESENTATION AND PROMOTIONAL MATERIALS

The Tribe reserves the right to approve RECIPIENT’S communication documents and materials related to the fulfillment of this Agreement:

a. If requested, RECIPIENT shall provide a draft copy to the Tribe for review and approval ten (10) business days prior to production and distribution.

b. RECIPIENT shall include time for the Tribe's review and approval process in their project timeline.

c. If requested, RECIPIENT shall provide the Tribe two (2) final copies and an electronic copy of any tangible products developed. Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

   Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines. RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

(T) PROGRESS REPORTING

a. RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to the Tribe. The Tribe reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b. RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. The Tribe will define the elements and frequency of progress reports.

c. RECIPIENT shall use the Tribe's provided progress report format.

d. Quarterly progress reports will cover the periods from January 1 through March 31, April l through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within twenty (20) days after the end of the quarter being reported.

e. RECIPIENT must submit within twenty (20) days of the expiration date of the project, unless an extension has been approved by the Tribe, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the Tribe provided closeout report format.

(U) PROPERTY RIGHTS

a. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY and the Tribe retain a royalty free, nonexclusive; and irrevocable license to reproduce, publish,

recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c. Presentation and Promotional Materials. ECOLOGY and the Tribe shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY and the Tribe deem appropriate. ECOLOGY and the Tribe shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d. Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e. Personal Property Furnished by the Tribe. When the Tribe provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the Tribe prior to final payment by the Tribe. If said property is lost, stolen, or damaged while in the RECIPIENT'S possession, then the Tribe shall be reimbursed in cash or by set off by the RECIPIENT for the fair market value of such property.

f. Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

- RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g. Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of the Tribe. Such approval may be conditioned upon payment to the Tribe of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

(V) RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a. Be kept in a manner which provides an audit trail for all expenditures.

b. Be kept in a common file to facilitate audits and inspections.

c. Clearly indicate total receipts and expenditures related to this Agreement.

d. Be open for audit or inspection by the Tribe and ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

The Tribe reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Tribe has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to the Tribe and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to the Tribe and to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

(W) RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by the Tribe, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to the Tribe by the RECIPIENT.

RECIPIENT shall refund to the Tribe the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to the Stillaguamish Tribe the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time the Tribe demands repayment of funds.

Any property acquired under this Agreement, at the option of Tribe, may become Tribe's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

(X) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

(Y) STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to the Tribe's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

(Z) SUSPENSION

When in the best interest of the Tribe, the Tribe may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from the Tribe to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by the Tribe.

(AA) SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a. Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b. Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov /Regulations-Perm its/Guidance-technical-assistance/Sustainable-purchasing.

(BB) TERMINATION

a. For Cause

The Tribe may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of the Tribe, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. The Tribe reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of the Tribe to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the Tribe, to perform any obligation required of it by this Agreement, the Tribe may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to the Tribe for damages sustained by the Tribe and the State of Washington because of any breach of this Agreement by the RECIPIENT. The Tribe may withhold payments for the purpose of setoff until such time as the exact amount of damages due the Tribe from the RECIPIENT is determined.

b. For Convenience

The Tribe may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of the Tribe, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. The Tribe's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, the Tribe, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. The Tribe may also elect to suspend performance of the Agreement until the Tribe determines the funding insufficiency is resolved. The Tribe may exercise any of these options with no notification or restrictions, although the Tribe will make a reasonable attempt to provide notice.

In the event of termination or suspension, the Tribe will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by the Tribe and the RECIPIENT. In no event shall the Tribe's reimbursement exceed the Tribe's total responsibility under the agreement and any amendments.

If payments have been discontinued by the Tribe due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c. By Mutual Agreement

The Tribe and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d. In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps. models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of the Tribe, will become property of the Tribe and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude the Tribe from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

(CC) THIRD PARTY BENEFICIARY

The State of Washington is a third party beneficiary of this contract with full rights as such. RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

(DD) WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of the Tribe.

6. AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all the things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions to this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the Recipient has read, understood, and accepts all requirements contained in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and the Tribe and made a part of this agreement. The Tribe and RECIPIENT may change their respective staff contacts without concurrence of either party.

This Agreement shall be subject to the written approval of the Tribe's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

RECIPIENT	Stillaguamish Tribe of Indians
By: _____	By: _____
NAME Date	Executive Director Date