



Agenda
Community Development Committee Regular Meeting
October 2, 2025 | 5:00 PM

City Hall, 10220 270th Street NW
Stanwood, WA 98292

Members of the public may attend Stanwood Community Development Committee 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**
- 2. Unfinished Business**
 - a. Ovenell Park Lease Amendment
 - b. Brick Road Design Amendments
 - c. Cedarhome Triangle Design Amendments
 - d. Depot Park Design Amendments
- 3. New Business**
 - a. Municipal Code Update: SEPA Thresholds
- 4. Adjourn**



City of Stanwood Community Development Committee Staff Report

Item Number: 2.a.
Date: October 2, 2025
Subject: Ovenell Park Lease Amendment
Contact Person: Patricia Love, Community Development Director
Attachments:
1. A. Ovenell_RestorationDetails
2. B. Orca Recovery Day Map
3. C. 2025-011 Puget Sound Public Farms

ISSUE:

The purpose of this item is for the Community Development Committee to review a request by Andrew Davis of Puget Sound Public Farms to move forward with a wetland restoration project at Ovenell Park and potentially extend the term of the lease agreement.

RECOMMENDATION:

Staff recommends approval of the wetland restoration project and is seeking guidance on extending the term of the lease agreement to 5 years with an additional five-year extension authorization.

BACKGROUND:

In 2022, Mr. Davis approached the City with a proposal to create a public farm at the Ovenell Park property. Following this proposal, the City entered into a lease agreement with Puget Sound Public Farms in 2023. Since then, the farm has been actively cultivated, producing thousands of pounds of food that have been donated to the Stanwood Camano Food Bank.

In 2025, the lease agreement was renewed for a three-year term which is set to expire at the end of 2028. The agreement grants non-exclusive use of the property for the cultivation, maintenance, and harvest of fruits, vegetables, and other plants. It also authorizes Puget Sound Public Farms (PSPF) to construct sheds, build a greenhouse, and carry out wetland restoration activities. Before committing additional funds and resources to construction and restoration, PSPF has requested consideration of a

longer lease term. Furthermore, the wetland restoration efforts will require the City's long-term commitment to preserving the restored area.

DISCUSSION:

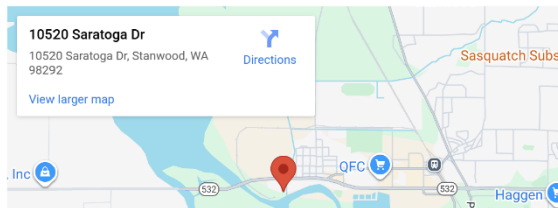
The mission of Puget Sound Public Farms (PSPF) is to partner with local landowners in order to create opportunities for agricultural education. A core part of their work is offering free classes to the public on basic gardening techniques, empowering residents with the knowledge and skills to grow their own food and foster sustainable practices. In addition to education, PSPF donates the fruits and vegetables they grow directly back to the community, ensuring that the benefits of their efforts reach those most in need.

PSPF remains dedicated to continuing their work at Ovenell Park, where they have already established a strong presence. By maintaining this partnership, they aim to strengthen community connections, promote healthy living, and support local families through both education and access to fresh, locally grown produce. The following is a copy of their website regarding Ovenell Park.

Ovenell Park Public Farm

The Ovenell Park Public Farm is an in ground vegetable garden and orchard situated at 10521 Saratoga Dr, Stanwood, WA 98292. The property is a former dairy farm that was purchased by the City of Stanwood in 2014. Puget Sound Public farms leases the property from the City of Stanwood to teach Stanwood and Camano Community Members how to grow their own food from seed to harvest. In 2024 Ovenell Park grew and donated over 2000lb of food for the Stanwood Camano Food Bank.

If you are interested in volunteering to help us grow food and learning scalable and sustainable agriculture techniques, please join us during our open hours on Wednesday from 9:00-12:00 starting March 12th. Please enter via Saratoga dr. which passes in front of Advanced Automotive.



PSPF has expressed interest in constructing a greenhouse and initiating wetland restoration projects in collaboration with the Snohomish Conservation District. Both activities are permitted under the existing lease agreement (see attached). Before

moving forward, however, PSPF is requesting that the City Council consider extending the lease term. Specifically, they are seeking a minimum five-year lease with the option to extend up to ten years. This additional time is essential to ensure the long-term success of the proposed projects. PSPF would assume full responsibility for coordinating the projects as well as maintaining the site following completion. Given the scope and nature of the greenhouse construction and wetland restoration, a longer lease term is critical to securing the investments of time, resources, and community partnerships needed to make the projects sustainable.

ANALYSIS:

Ovenell Park was originally acquired using Conservation Futures funding, which requires that the property be maintained primarily for passive recreation and environmental preservation. Any activities on the site must therefore be consistent with the conservation easement placed on the property. The projects proposed by PSPF, construction of a greenhouse and the initiation of wetland restoration in partnership with the Snohomish Conservation District, are consistent with the requirements of the conservation easement. The greenhouse would support sustainable food production and community education, while the wetland restoration project would enhance natural habitat, promote biodiversity, and improve environmental resiliency.

In addition to compliance with the conservation easement, these projects provide meaningful public benefits. They strengthen environmental partnerships, promote stewardship of public lands, and create opportunities for educational awareness around conservation and sustainable practices. Extending the lease term to a minimum of five years, with the option of up to ten years, would provide the stability necessary for PSPF to make significant investments in these projects. Given the time and resources required for both greenhouse construction and wetland restoration, a longer lease term is requested to ensure their success. Attached is a copy of their request and planting plan for the wetland area.

Staff recommends that the City Council approve Puget Sound Public Farms' request for a lease extension of at least five years, with the option to extend the lease for up to ten years. The proposed greenhouse and wetland restoration projects are consistent with the terms of the conservation easement and the intent of the Conservation Futures funding used to acquire Ovenell Park. These projects not only comply with the requirements for passive recreation and environmental preservation but also enhance the community's connection to the park through education, food donation, and environmental stewardship. By partnering with the Snohomish Conservation District, PSPF brings additional expertise and resources that strengthen the City's commitment to conservation and sustainable land management.

FISCAL ANALYSIS:

The proposed restoration project is funded through a grant managed by the Snohomish Conservation District. There are no city costs associated with this project.

PROPOSED MOTION:

None: Discussion Topic

Ovenell Park Proposed Restoration Plan

Developed for the City of Stanwood

Created by: Sara Rocero, Habitat Restoration Project Manager at Snohomish Conservation District

Snohomish Conservation District (SCD) is seeking funding to conduct wetland and riparian restoration at Ovenell Park. Restoration activities will include: Site preparation and maintenance, native shrub and tree planting, agroforestry planting, and noxious weed removal. Below is a list of native trees and shrubs that can be used in the project. This list can be altered by quantity and species, but every funding source for these types of projects requires the planting of conifer trees as they provide the most benefits in terms of water quality and benefits to salmon.

The agroforestry plant list is not included here. However, our agroforester can work with City staff and Andrew to create a list of trees and shrubs that will work on this site.

If this project is approved and funded by the Dept. of Ecology, SCD makes a 10 year commitment to maintain the project site for 10 years after the project is implemented. SCD will utilize grant funding to cover staff time, crew time (for project implementation and maintenance), plants and supplies, all at no cost to the City of Stanwood.

Common Name	Scientific Name	Form	Quantity	Spacing
Douglas fir	<i>Pseudotsuga menziesii</i>	Bareroot	200	12 feet
Shore pine	<i>Pinus contorta</i>	Bareroot	200	12 feet
Sitka spruce	<i>Picea sitchensis</i>	Bareroot	200	12 feet
Western redcedar	<i>Thuja plicata</i>	Bareroot	200	12 feet
Grand fir	<i>Abies grandis</i>	Bareroot	200	12 feet
Cascara	<i>Frangula purshiana</i>	Bareroot	200	10 feet
Beaked hazelnut	<i>Corylus cornuta</i>	Bareroot	200	10 feet
Serviceberry	<i>Amelanchier alnifolia</i>	Bareroot	200	10 feet
Black twinberry	<i>Lonicera involucrata</i>	Livestake/ bareroot	150	6 feet
Willow species	<i>Salix</i> spp. <i>Vaccinium ovatum</i>	Livestake	400	10 feet
Red-osier dogwood	<i>Cornus sericea</i>	Livestake	200	6 feet
Snowberry	<i>Symphoricarpos albus</i>	Bareroot	200	6 feet
Evergreen huckleberry	<i>Vaccinium ovatum</i>	Potted	200	6 feet
Tall Oregon grape	<i>Mahonia aquifolium</i>	Potted/ bareroot	150	6 feet
Nootka rose	<i>Rosa nutkana</i>	Bareroot	200	6 feet
Pacific crabapple	<i>Malus fusca</i>	Bareroot	150	10 feet
Vine maple	<i>Acer circinatum</i>	Bareroot	150	10 feet
Thimbleberry	<i>Rubus parviflorus</i>	Bareroot	150	6 feet
Salmonberry	<i>Rubus spectabilis</i>	Bareroot	150	6 feet
Osoberry	<i>Oemleria cerasiformis</i>		150	

Orca Recovery Day Restoration Area

Untitled layer

Untitled layer



Vegetable Garden



Orca Recovery Day
Restoration Area



RENTAL AGREEMENT

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

1. DESCRIPTION OF PREMISES.

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

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

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

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

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

2. TERM.

- a. This rental agreement shall be effective from February 28, 2025 to February 28, 2028.
- b. This agreement may be renewed by the parties for additional one-to-three-year terms if approved by the City. Any such renewal shall be reduced to a written addendum and shall be signed by both parties. The tenancy may be terminated by either City or Tenant giving the other party written notice of intent to terminate, which notice must be given at least sixty (60) days prior to the intended date of vacation.

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3. RENT.

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

4. NON-PAYMENT.

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

5. NSF CHECK CHARGE.

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

6. USE OF PREMISES.

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

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

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

7. CONSERVATION EASEMENT.

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

8. UTILITIES.

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

9. ACCEPTANCE OF PREMISES.

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

10. CONDITION OF PREMISES UPON.

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

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

11. INSURANCE/CASUALTY.

a. Insurance Term

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

b. No Limitation

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

c. Minimum Scope of Insurance

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

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

- ii. Property insurance shall be written on an all-risk basis.

d. Minimum Amounts of Insurance

The Tenant shall maintain the following insurance limits:

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

e. Other Insurance Provisions

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

f. Acceptability of Insurers

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

g. Verification of Coverage

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

h. Waiver of Subrogation

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

i. Landlord's Property Insurance

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

j. Notice of Cancellation

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

k. Failure to Maintain Insurance

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

I. Landlord Full Availability of Tenant Limits

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

13. RISK OF LOSS.

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

14. INDEMNIFICATION.

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

15. MAINTENANCE AND REPAIRS.

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

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

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

16. SIGNS.

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

17. ENTRY BY CITY.

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

18. TAXES.

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

19. ABANDONMENT.

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

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

20. CASUALTY; REBUILDING; CONDEMNATION.

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

21. ASSIGNMENT AND SUBLETTING.

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

22. INSOLVENCY OF TENANT.

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

23. TENANT DEFAULT.

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

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

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

24. CITY DEFAULT.

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

25. ATTORNEY FEES.

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

26. NOTICES.

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

TENANT:

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

CITY:

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

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

27. NO WAIVER OF COVENANTS.

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

28. DELAYED POSSESSION.

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

29. SUCCESSORS AND ASSIGNS.

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

30. RULES.

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

31. SUBORDINATION.

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

32. TIME.

Time is of the essence for this Rental Agreement.

33. ENTIRE AGREEMENT AND AMENDMENTS.

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

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

DATED February 27, 2025

CITY OF STANWOOD, Landlord

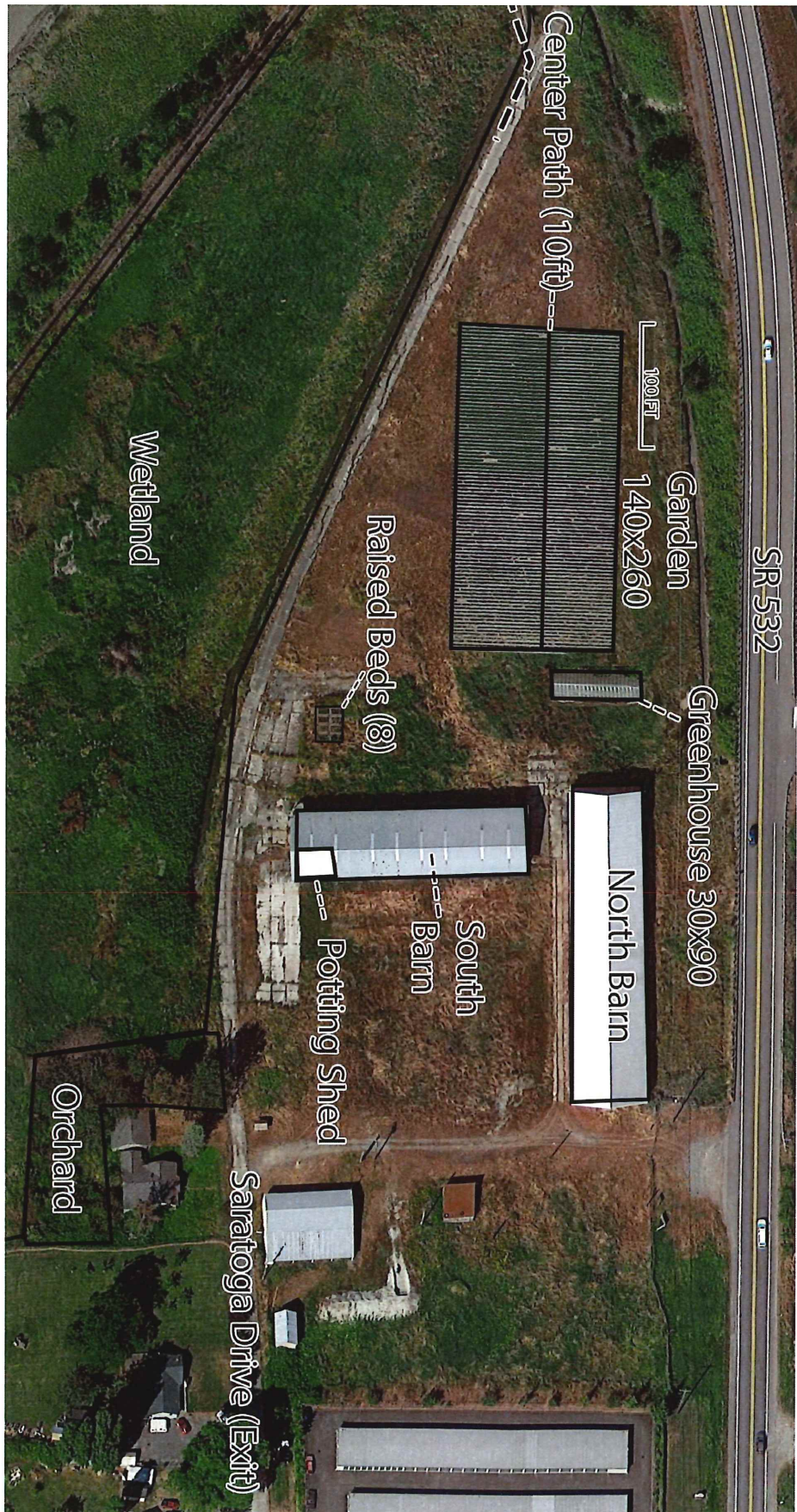
By 
SID ROBERTS, Mayor

DATED 2/3/2025

PUGET SOUND PUBLIC FARMS, Tenant

By 

ANDREW DAVIS, Board of Directors
President





City of Stanwood Community Development Committee Staff Report

Item Number: 2.b.
Date: October 2, 2025
Subject: Brick Road Design Amendments
Contact Person: Patricia Love, Community Development Director
Attachments:
1. A. BrickRd_RevisedExhibit_2025-08-12
2. B. TCMWestEnd_PlanningOOC_2025-09-19

ISSUE:

The purpose of this item is for the Community Development Committee to review, discuss and provide feedback to staff on the Brick Road design.

RECOMMENDATION:

Staff is seeking guidance on whether this updated design more accurately reflects the Council's vision for the roadway in order to move forward with the final design.

BACKGROUND:

Throughout 2024 and 2025, City staff, working in close collaboration with consultants from Perteet, have been leading an extensive effort to redesign the Brick Road located on the west end of downtown Stanwood. This initiative is a central piece of the City's vision for revitalizing this part of the City to ensure that downtown remains a vibrant, welcoming, and connected destination for both residents and visitors.

The redesign project is guided by several key objectives. Foremost is the creation of a safer, more pedestrian-oriented corridor that encourages walking, gathering, and community activity. By rebalancing the space to better serve people rather than vehicles, the City aims to enhance the character of the west end, improve accessibility, and create an environment that supports the continued success of local businesses.

This effort is not a stand-alone project but an integral component of the City's broader 2024–2025 work plan. It directly supports the implementation of the Twin City Mile

project, a long-term initiative designed to strengthen connections across downtown Stanwood, promote walkability, and create a cohesive sense of place. Together, these projects advance the City’s overarching goals of fostering economic vitality, improving quality of life, and ensuring that Stanwood’s downtown remains a lively and thriving hub for years to come.

DISCUSSION:

In November 2024, the City introduced the preliminary Brick Road design to the community through social media outreach and a public open house at City Hall. This early concept emphasized wider sidewalks with added brick accents. While the project received general support, many community members expressed concern that the design diminished the West End’s unique character by paving over much of the historic brick along 270th Street. In response, City staff initiated a redesign process aimed at preserving as much of the historic brick roadway base as possible while still achieving the project’s goals of enhancing pedestrian access and enlivening the West End District.

On March 27, 2025, the City hosted a public meeting with adjacent property owners to present and discuss the updated design. In this revised concept, the southern sidewalk was widened while the existing brick road was retained. Business owners generally supported the preservation of the historic roadway but emphasized the need to also widen the northern sidewalk. Many indicated they would support removing the parking lane in favor of wider sidewalks. A summary of their feedback is outlined below.

- **Drainage & Sidewalk Improvements**
Drainage issues on the north side (especially near the Beauty Bar to the vacant lot) are a major concern. Sidewalks should be widened for walkability, with utility poles relocated to improve navigation. Addressing drainage and sidewalk upgrades is the top priority.
- **Materials & Cohesion**
Preference for pavers (over stamped concrete) for infill and patching, with an emphasis on salvaging existing brick where possible. Streetscape design should ensure a cohesive look across downtown, including consistent brick treatments, holiday decorations, planters, and decorative elements.
- **Traffic & Safety**
Support for a traffic circle to slow vehicles, though crosswalk visibility and safety remain concerns. Suggestions include inground lighting at all crosswalks and a right-turn-only movement from 270th onto 102nd.
- **Lighting & Visibility**
The Brick Road needs better overall lighting, as it is currently dark at night, creating safety and visibility challenges.

- **Arts Center Integration**

Plans should account for parking access from Camano Street, potential temporary relocation of mailboxes during construction, and exploring the vacation of Augusta Alley to activate the space. The Christmas tree will be located near the Arts Center, while the traffic circle may feature an art installation.

ANALYSIS:

The updated Brick Road concept reflects the feedback gathered from local businesses and the community during recent outreach efforts. The design seeks to balance historic preservation with modern improvements, while prioritizing safety, accessibility, and downtown vitality. Key features of the revised plan include:

- **Maximized Pedestrian Space**

The northern sidewalk is significantly widened, creating a more walkable and accessible corridor. This adjustment directly responds to requests from business owners and enhances the overall pedestrian experience.

- **Reconfigured Travel Lanes**

The roadway is reduced to two 11-foot travel lanes, with on-street parking removed. This narrower street profile slows traffic and improves pedestrian safety, while maintaining efficient vehicle movement through the district.

- **Improved Drainage Infrastructure**

Shifting the northern curb line allows for the installation of a new stormwater system. This upgrade will resolve long-standing drainage issues on the north side, particularly in front of businesses where flooding and pooling have been problematic.

- **Enhanced Lighting and Accessibility**

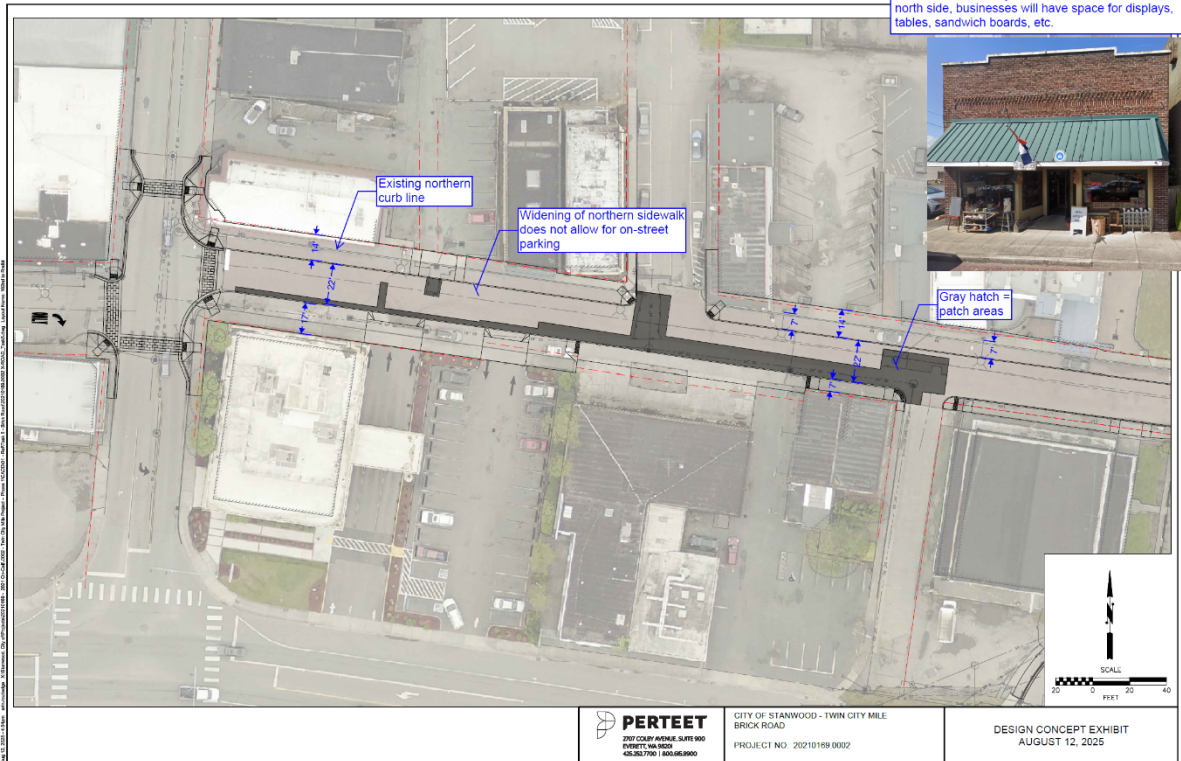
The expanded sidewalk provides opportunities for new pedestrian-scale lighting and better circulation around existing utility poles, making the corridor safer, brighter, and easier to navigate.

- **Space for Business Activity**

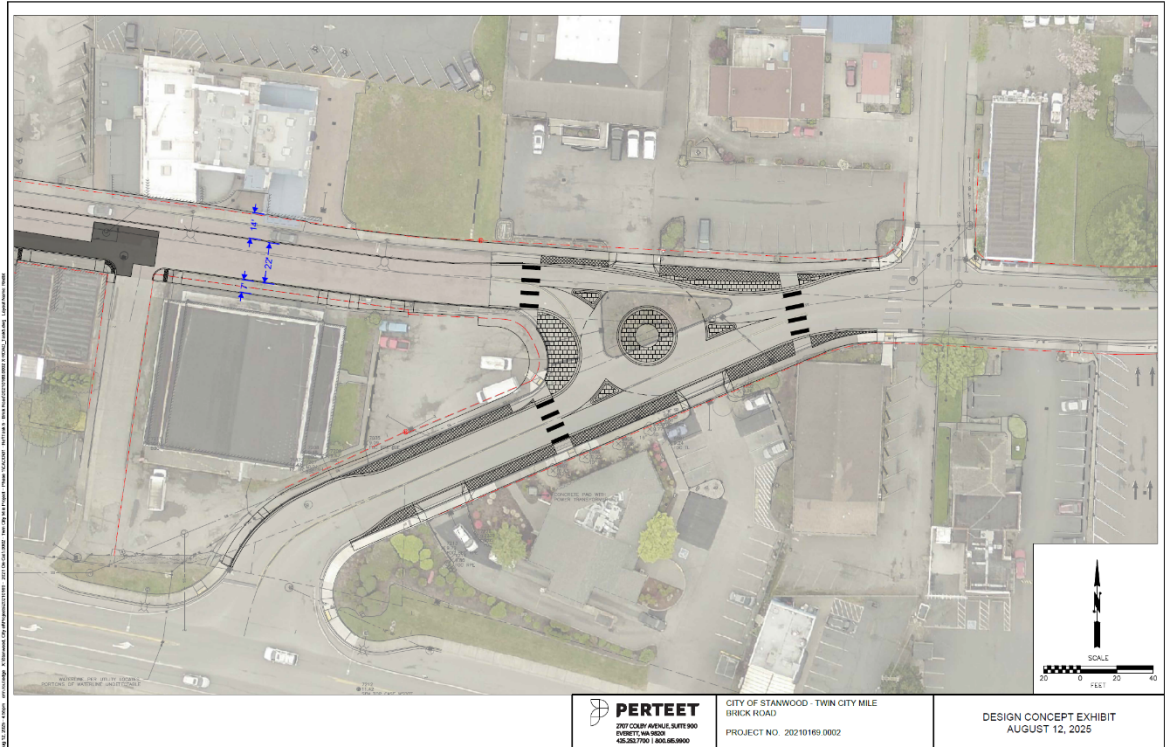
The wider northern sidewalk also creates more room for street-level business amenities such as café tables, planters, sandwich boards, and other features that encourage street life while still leaving ample space for pedestrians.

Together, these design changes honor the community's feedback, preserve the unique character of the West End, and support the long-term goal of creating a safe, vibrant, and welcoming downtown corridor.

102nd Avenue and 270th Street Segment:



Camano Street and 270th Street Segment:



FISCAL ANALYSIS:

The initial cost estimate for a complete rebuild of Brick Road was approximately \$12.7 million. This figure accounted for a full roadway reconstruction, utility replacement, and enhanced pedestrian access to transform the corridor into a festival street.

When the City began exploring grant funding opportunities, it became clear that securing enough funding to cover the full project would be very challenging. As a result, the design team shifted focus to a more modest approach—repaving the roadway over the existing brick pavers and applying brick accents in line with the Twin City Mile concepts. This approach avoided tearing up the entire roadway, thereby reducing costs. However, as noted in this staff report, this alternative was not supported by the public or local businesses.

The current proposal is estimated at approximately \$7 million. Unlike the original plan, this design can be constructed in phases, offering the City greater flexibility in both implementation and funding. The preliminary cost estimate for the project is broken into three general phases, moving from west to east: 102nd Avenue / 270th Street Intersection, 270th Street "Brick Road" and Camano Street / 270th Street. These figures provide an early projection of anticipated expenses and will serve as the basis for inclusion in the 2026 Capital Improvement Plan (CIP) and future grant applications.

Project Phase	Cost Estimate
102nd Avenue / 270th Street Intersection	\$879,000
270th Street "Brick Road"	\$3,233,000
Camano Street Roundabout	\$3,004,000
Total Project Cost Estimate:	\$7,116,000

PROPOSED MOTION:

None

Screenshot from July 2024 - With widened sidewalk on north side, businesses will have space for displays, tables, sandwich boards, etc.

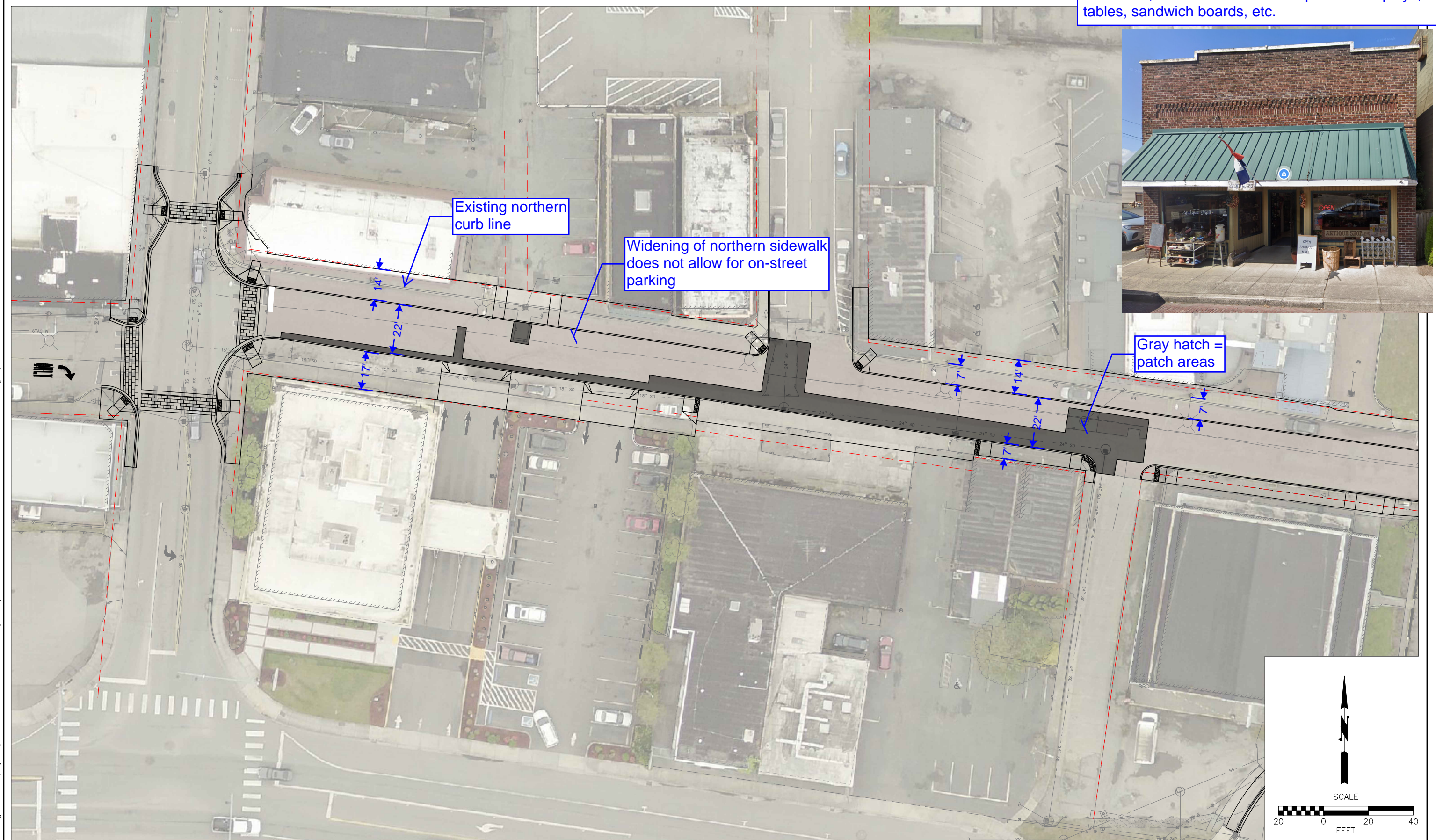



Existing northern curb line

Widening of northern sidewalk does not allow for on-street parking

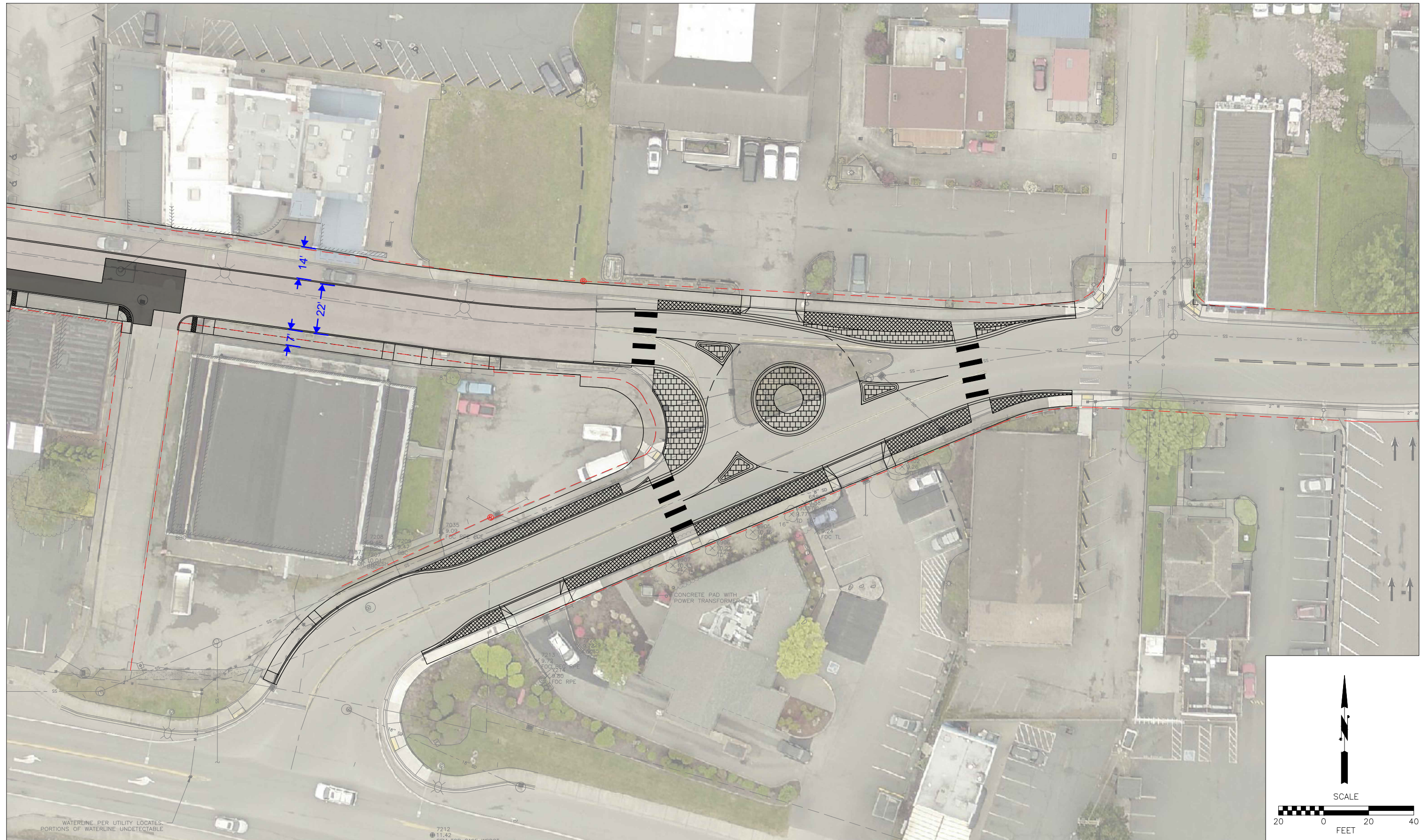
Gray hatch = patch areas

Aug 12, 2025 - 4:54pm ern.routledge X:\Stanwood_City of Projects\20210169 - 2021 On-Call\0002 - Twin City Mile Project - Phase 1\CADD\01 - Ref\Task 5 - Brick Road\20210169_0002 X-ROAD_Task5.dwg Layout Name: 102nd to Rribbt



 <p>PERTEET 2707 COLBY AVENUE, SUITE 900 EVERETT, WA 98201 425.252.7700 800.615.9900</p>	<p>CITY OF STANWOOD - TWIN CITY MILE BRICK ROAD PROJECT NO. 20210169.0002</p>	<p>DESIGN CONCEPT EXHIBIT AUGUST 12, 2025</p>
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Aug 12, 2025 - 4:55pm emr.routledge X:\Stanwood_City of Projects\20210169 - 2021 On-Call\0002 - Twin City Mile Project - Phase 1\CADD\01 - Ref\Task 5 - Brick Road\20210169_0002 X-ROAD_Task5.dwg Layout Name: Rrbbt



WATERLINE PER UTILITY LOCATES.
PORTIONS OF WATERLINE UNDETECTABLE



PERITEET
2707 COLBY AVENUE, SUITE 900
EVERETT, WA 98201
425.252.7700 | 800.615.9900

CITY OF STANWOOD - TWIN CITY MILE
BRICK ROAD
PROJECT NO. 20210169.0002

DESIGN CONCEPT EXHIBIT
AUGUST 12, 2025

**Concept Level Opinion of Cost
City of Stanwood
Twin City Mile - West End Projects
September 19, 2025**



ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Schedule A - 270th St NW (Brick Rd) - Widen North and South Sidewalks				
Construction Surveying	LS	1	\$ 58,000	\$ 58,000
Mobilization	LS	1	\$ 192,000	\$ 192,000
Temporary and Pedestrian Traffic Control	LS	1	\$ 287,000	\$ 287,000
Removal of Structures and Obstructions	LS	1	\$ 10,000	\$ 10,000
Remove Cement Conc. Curb and Gutter	LF	1,025	\$ 25	\$ 25,625
Remove Cement Conc. Sidewalk	SY	665	\$ 35	\$ 23,275
Roadway Excavation Incl. Haul	CY	1,590	\$ 65	\$ 103,350
Crushed Surfacing Top Course	TON	2,235	\$ 75	\$ 167,625
Schedule A Storm Sewer Pipe 12 In. Diam.	LF	120	\$ 120	\$ 14,400
Catch Basin Type 1	EA	4	\$ 4,000	\$ 16,000
Catch Basin Type 2	EA	4	\$ 7,500	\$ 30,000
Modular Wetland	EA	1	\$ 50,000	\$ 50,000
Adjust Structure to Existing Grade	EA	7	\$ 1,000	\$ 7,000
Inlet Protection	EA	14	\$ 150	\$ 2,100
Temporary Water Pollution and Erosion Control	LS	1	\$ 39,000	\$ 39,000
Tree Grate and Frame	EA	18	\$ 3,500	\$ 63,000
Street Tree	EA	18	\$ 2,000	\$ 36,000
Cement Conc. Curb and Gutter	LF	1,190	\$ 80	\$ 95,200
Cement Conc. Sidewalk	SY	1,365	\$ 120	\$ 163,800
Cement Conc. Curb Ramps	SY	45	\$ 350	\$ 15,750
Concrete Unit Paver - Roadway Patch & Crosswalk	SF	5,500	\$ 80	\$ 440,000
Concrete Unit Paver - Decorative	SF	3,295	\$ 60	\$ 197,700
Illumination System	LS	1	\$ 335,000	\$ 335,000
Overhead String Lights and Plain Bronze Poles	LS	1	\$ 50,000	\$ 50,000
Pavement Markings and Signing	LS	1	\$ 5,000	\$ 5,000
Urban Design Elements (Wayfinding, Benches, Trash Receptacles, Bike Racks)	LS	1	\$ 60,000	\$ 60,000
Schedule A Construction Subtotal				\$ 2,486,825
Contingency (30%)				\$ 746,050
Schedule A Construction Total				\$ 3,233,000

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Schedule B - Intersection of 270th St NW & 102nd Ave NW				
Construction Surveying	LS	1	\$ 16,000	\$ 16,000
Mobilization	LS	1	\$ 52,000	\$ 52,000
Temporary and Pedestrian Traffic Control	LS	1	\$ 78,000	\$ 78,000
Removal of Structures and Obstructions	LS	1	\$ 5,000	\$ 5,000
Remove Cement Conc. Curb and Gutter	LF	250	\$ 25	\$ 6,250
Remove Cement Conc. Sidewalk	SY	200	\$ 35	\$ 7,000
Roadway Excavation Incl. Haul	CY	170	\$ 65	\$ 11,050
Crushed Surfacing Top Course	TON	215	\$ 75	\$ 16,125
Planing Bituminous Pavement	SY	465	\$ 20	\$ 9,300
HMA CL. 1/2" PG 58H-22	TON	150	\$ 200	\$ 30,000
Schedule A Storm Sewer Pipe 12 In. Diam.	LF	50	\$ 120	\$ 6,000
Catch Basin Type 1	EA	2	\$ 4,000	\$ 8,000
Modular Wetland	EA	1	\$ 50,000	\$ 50,000
Inlet Protection	EA	19	\$ 150	\$ 2,850
Temporary Water Pollution and Erosion Control	LS	1	\$ 11,000	\$ 11,000
Cement Conc. Curb and Gutter	LF	270	\$ 80	\$ 21,600
Cement Conc. Sidewalk	SY	120	\$ 120	\$ 14,400
Cement Conc. Curb Ramps	SY	65	\$ 350	\$ 22,750
Cement Conc. Banding	LF	230	\$ 100	\$ 23,000
Concrete Unit Paver - Roadway Patch & Crosswalk	SF	865	\$ 80	\$ 69,200
Concrete Unit Paver - Decorative	SF	640	\$ 60	\$ 38,400
Pavement Markings and Signing	LS	1	\$ 8,000	\$ 8,000
Urban Design Elements (Wayfinding, Benches, Trash Receptacles, Bike Racks)	LS	1	\$ 20,000	\$ 20,000
RRFB & In-Road Warning Lights System	LS	1	\$ 150,000	\$ 150,000

**Concept Level Opinion of Cost
City of Stanwood
Twin City Mile - West End Projects
September 19, 2025**



ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Schedule B Construction Subtotal				\$ 675,925
Contingency (30%)				\$ 202,780
Schedule B Construction Total				\$ 879,000

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Schedule C - Camano Street Triangle (Roundabout)				
Construction Surveying	LS	1	\$ 54,000	\$ 54,000
Temporary and Pedestrian Traffic Control	LS	1	\$ 267,000	\$ 267,000
Mobilization	LS	1	\$ 178,000	\$ 178,000
Removals of Structures and Obstructions	LS	1	\$ 10,000	\$ 10,000
Remove Cement Conc. Curb and Gutter	LF	755	\$ 25	\$ 18,875
Remove Cement Conc. Sidewalk	SY	450	\$ 35	\$ 15,750
Roadway Excavation Incl. Haul	CY	700	\$ 65	\$ 45,500
Crushed Surfacing Top Course	TON	1,000	\$ 75	\$ 75,000
Planing Bituminous Pavement	SY	1,270	\$ 20	\$ 25,400
HMA CL. 1/2" PG 58H-22	TON	600	\$ 200	\$ 120,000
Colored Stamped Cement Conc. Pavement Incl. Dowel Bars - 8 In. Depth	SY	200	\$ 500	\$ 100,000
Schedule A Storm Sewer Pipe 12 In. Diam.	LF	860	\$ 120	\$ 103,200
Catch Basin Type 1	EA	16	\$ 4,000	\$ 64,000
Modular Wetland	LS	1	\$ 50,000	\$ 50,000
Adjust Drainage Structure to Finished Grade	EA	2	\$ 1,000	\$ 2,000
Temporary Water Pollution and Erosion Control	LS	1	\$ 36,000	\$ 36,000
Inlet Protection	EA	23	\$ 150	\$ 3,450
Tree Grate and Frame	EA	3	\$ 3,200	\$ 9,600
Street Tree	EA	3	\$ 2,000	\$ 6,000
Holiday Tree Base	LS	1	\$ 3,150	\$ 3,150
Cement Conc. Curb and Gutter	LF	1,080	\$ 80	\$ 86,400
Cement Conc. Sidewalk	SY	580	\$ 120	\$ 69,600
Cement Conc. Curb Ramps	SY	20	\$ 350	\$ 7,000
Concrete Unit Paver - Decorative	SF	2,160	\$ 60	\$ 129,600
Illumination System	LS	1	\$ 555,000	\$ 555,000
Pavement Markings and Signing	LS	1	\$ 11,000	\$ 11,000
Urban Design Elements (Wayfinding, Benches, Trash Receptacles, Bike Racks)	LS	1	\$ 40,000	\$ 40,000
RRFB & In-Road Warning Lights System	LS	1	\$ 225,000	\$ 225,000
Schedule C Construction Subtotal				\$ 2,310,525
Contingency (30%)				\$ 693,160
Schedule C Construction Total				\$ 3,004,000

	Const. Year	Const. Year Cost	Est. Year 2025 Cost
Schedule A: 270th St NW (Brick Road) - Concept Level Opinion of Cost	2028	\$ 3,743,000	\$ 3,233,000
Schedule B - Intersection of 270th St NW & 102nd St SW - Concept Level Opinion of Cost	2027	\$ 970,000	\$ 879,000
Schedule C1 - Camano Street Triangle (Roundabout) - Concept Level Opinion of Cost	2027	\$ 3,312,000	\$ 3,004,000

The above opinion of cost is a concept level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet Inc. does not guarantee or warrant the accuracy of this concept level estimate.



City of Stanwood Community Development Committee Staff Report

Item Number: 2.c.
Date: October 2, 2025
Subject: Cedarhome Triangle Design Amendments
Contact Person: Patricia Love, Community Development Director
Attachments:
1. A. CedarhomeTriangle_Exhibit_2025-09-19
2. B. CedarhomeTriangle_PlanningOOC_2025-09-19

ISSUE:

The purpose of this item is for the Community Development Committee to review, discuss and provide feedback to staff on the Cedarhome Triangle roadway design.

RECOMMENDATION:

Staff is seeking guidance on whether this updated design more accurately reflects the Council's vision for the roadway in order to move forward with the final design.

BACKGROUND:

Throughout 2024 and 2025, City staff, in collaboration with consultants from Perteeet, have been actively engaged in the redesign of the Cedarhome Drive roadway. The primary goals of this effort are to improve overall circulation, enhance safety by reducing vehicle speeds, and introduce a variety of traffic-calming measures to create a more pedestrian-friendly corridor. This initiative is a key component of the City's broader 2024/2025 work plan and directly supports the implementation of the Twin City Mile project, which seeks to strengthen community connections and promote walkability in the downtown.

DISCUSSION:

Several businesses in the industrial area on the south side of Cedarhome Drive operate large trucks and were concerned about their ability to navigate a traffic circle. One business in particular has trucks with only a one-foot clearance above the roadway surface, which imposes significant design constraints. With such limited clearance, some trucks would be unable to drive over a mountable traffic circle. To address safety

concerns and improve traffic flow on Cedarhome Drive, the project was been redesigned from a traffic circle to a four-way stop.

On March 19, 2025, the City held a public meeting with adjacent property owners to share and discuss the updated project design. During the review, property owners voiced their support for replacing the proposed roundabout with a 4-way stop, emphasizing that this change would allow trucks to navigate the intersection more effectively while still achieving the intended traffic-calming benefits. This community input played a key role in refining the design, helping to ensure that the project balances technical and safety objectives with the practical needs and priorities of local businesses. Specific comments included:

- Consider adding a lefthand turn lane at the 84th Avenue Intersection.
- Like the four-way stop better than the traffic circle
- Make cross hatching (near the vet clinic) bigger, bolder, brighter. Red would be more impactful and grab peoples' attention.
- Make sure that 77' long truck (24' truck), (53' trailer), can make the turns.
- The four-way stop is not a problem.
- 77' semi trucks do often turn left onto 84th coming from Cedarhome and the Vet Clinic, toward downtown. Need enough clearance.
- Triangle road needs to remain a two-way road, Olander has 41 trucks running in and out of there every day.

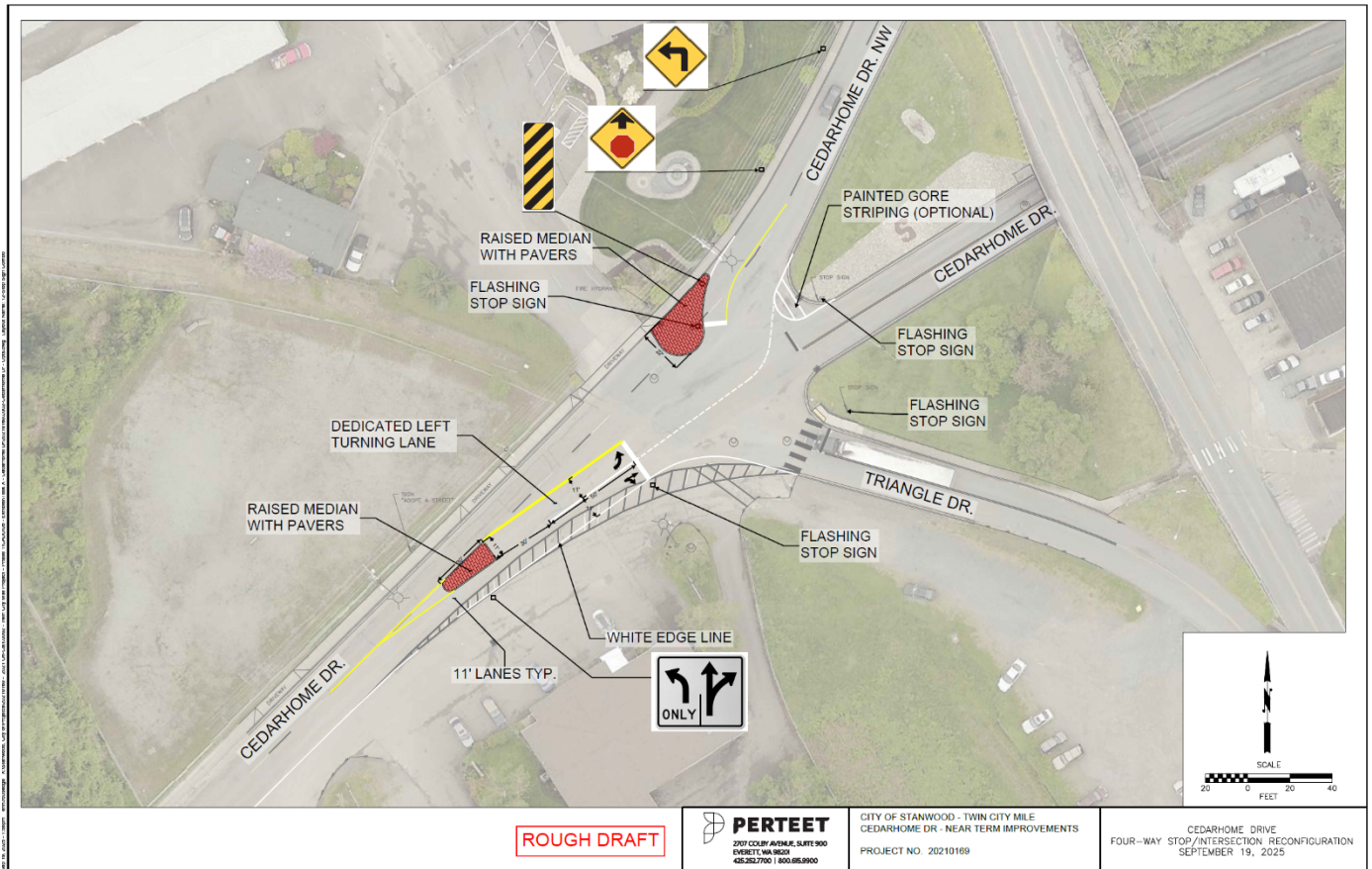
ANALYSIS:

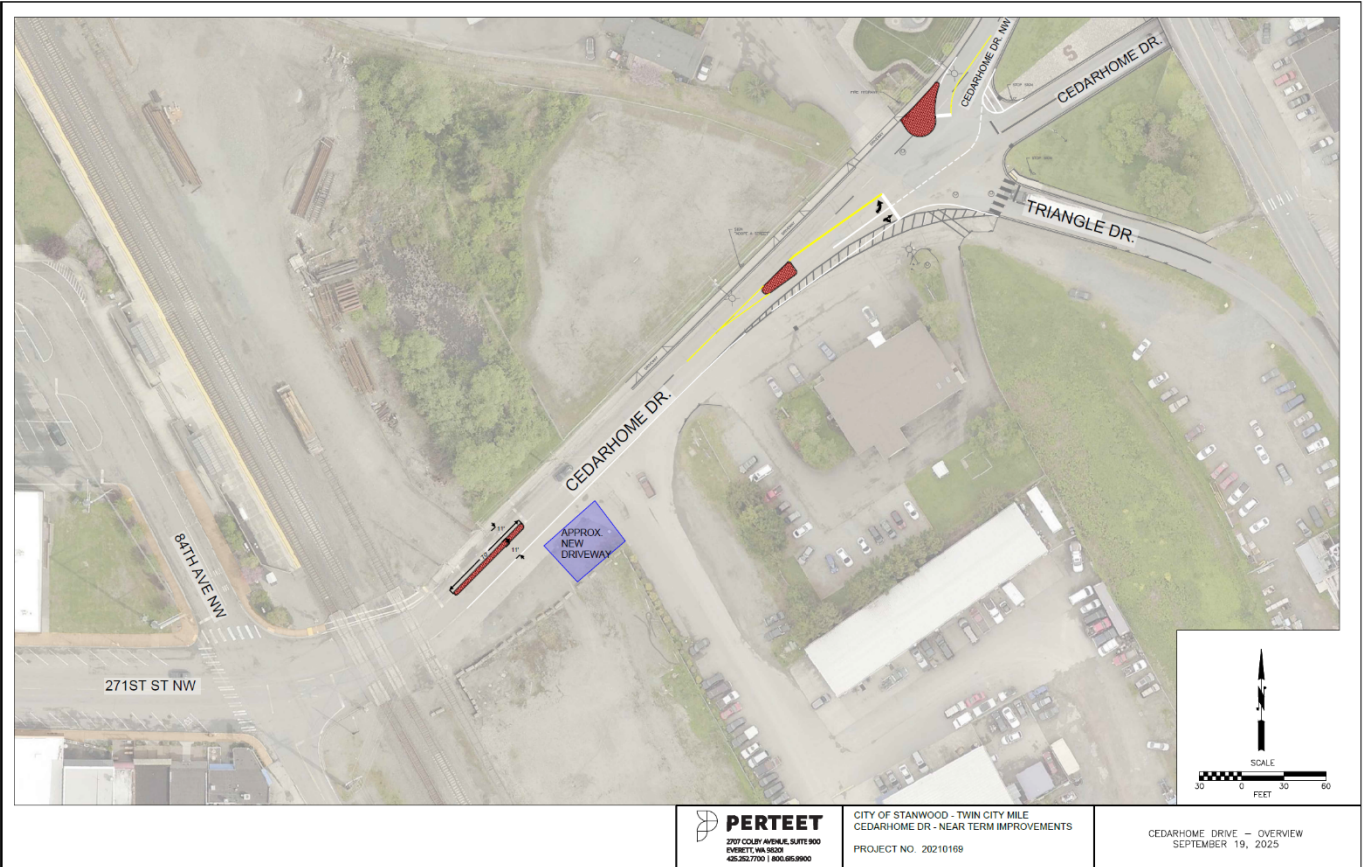
The Cedarhome Drive Traffic Calming and Road Improvement Project is designed to enhance safety, improve traffic flow, and create a smoother transition into downtown. The project includes the following key improvements:

- Installation of a four-way stop at the intersection of Cedarhome Drive, Triangle Road, and Cedarhome Road. This measure will improve traffic control, reduce potential collision points, and provide safer pedestrian crossings at a busy intersection.
- Construction of a dedicated left-turn lane on Cedarhome Drive to better guide vehicles traveling uphill. This improvement will provide a safer, more predictable movement for drivers turning left.
- Addition of a raised median on Cedarhome Drive, located west of the new four-way stop. The median will channel westbound traffic into defined lanes while also functioning as a traffic-calming device.

By narrowing the roadway and creating a visual cue, the median will encourage slower speeds as vehicles approach and enter the downtown area. Together, these improvements are intended to enhance safety for all roadway users, support orderly traffic movement, and preserve the character of downtown by reducing speeding and

improving accessibility.





FISCAL ANALYSIS:

The preliminary cost estimate for the project is just under \$260,000. This figure provides an early projection of anticipated expenses and will serve as the basis for inclusion in the 2026 Capital Improvement Plan (CIP). At this stage, staff will recommend that funding for the project be allocated in the 2027 budget cycle.

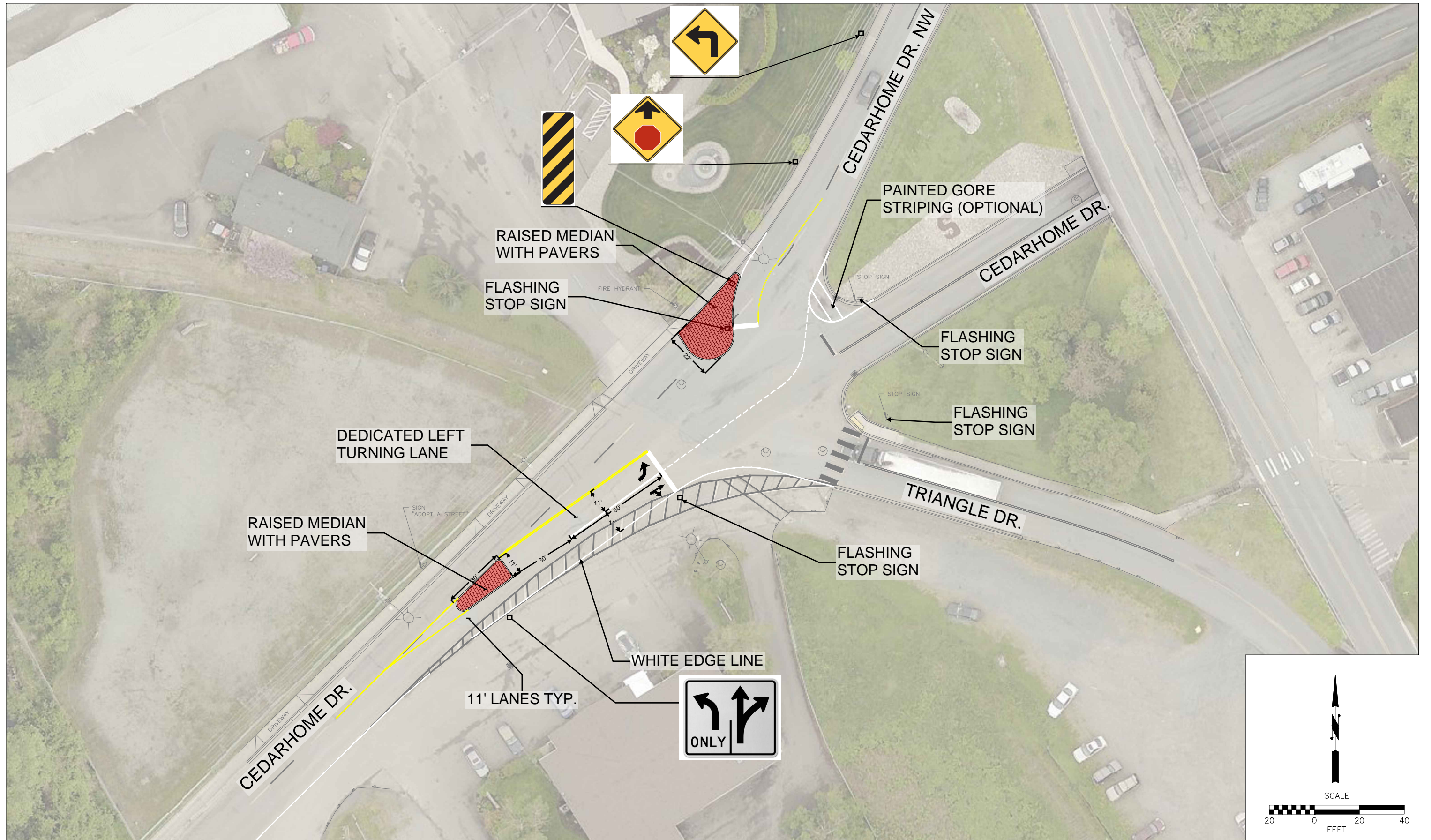
ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
Construction Surveying	LS	1	\$ 5,000	\$ 5,000
Mobilization	LS	1	\$ 16,000	\$ 16,000
Project Temporary Traffic Control	LS	1	\$ 23,000	\$ 23,000
Roadway Excavation Incl. Haul	CY	80	\$ 75	\$ 6,000
Crushed Surfacing Top Course	TON	95	\$ 80	\$ 7,600
Stormwater Retrofit	LS	1	\$ 8,000	\$ 8,000
Cement Conc. Traffic Curb	LF	320	\$ 70	\$ 22,400
Concrete Unit Paver	SF	940	\$ 80	\$ 75,200
Pots/Planters & Plantings	EA	4	\$ 1,500	\$ 6,000
Flashing Stop Sign	EA	4	\$ 4,000	\$ 16,000
Removing Paint Line	LF	570	\$ 5	\$ 2,850
Plastic Yellow Line	LF	270	\$ 6	\$ 1,620
Plastic White Line	LF	750	\$ 6	\$ 4,500
Plastic Stop Line	LF	35	\$ 15	\$ 525
Plastic Traffic Arrow	EA	2	\$ 250	\$ 500
Permanent Signing	LS	1	\$ 2,000	\$ 2,000
Subtotal				\$ 197,195
Contingency (30%)				\$ 59,159
Total				\$ 257,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Pertteet Inc. does not guarantee or warrant the accuracy of this planning level estimate.

PROPOSED MOTION:

None

Sep 19, 2025 - 1:58pm emi.rouledge X:\Starwood_City of Projects\20210169 - 2021 On-Call\0002 - Twin City Mile Project - Phase 1\CADD\05 - Exhibits\Task X - Cedarhome Dr - Cedarhome Dr - On-Call\Layout Name: 12-Stop Sign Combo



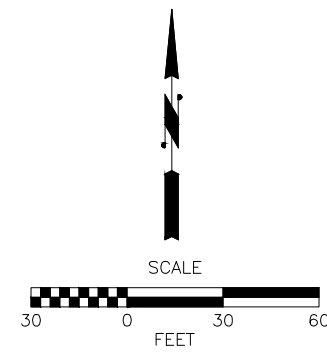
ROUGH DRAFT

PERTEET
 2707 COLBY AVENUE, SUITE 900
 EVERETT, WA 98201
 425.252.7700 | 800.615.9900

CITY OF STANWOOD - TWIN CITY MILE
 CEDARHOME DR - NEAR TERM IMPROVEMENTS
 PROJECT NO. 20210169

CEDARHOME DRIVE
 FOUR-WAY STOP/INTERSECTION RECONFIGURATION
 SEPTEMBER 19, 2025

Sep 19, 2025 - 1:58pm emi.routledge X:\Starwood_City of Projects\20210169 - 2021 On-Call\0002 - Twin City Mile Project - Phase 1\CADD\05 - Exhibit\Task X - Cedarhome Dr - Cedarhome Dr - 0125.dwg Layout Name: Overview



PERTEET
 2707 COLBY AVENUE, SUITE 900
 EVERETT, WA 98201
 425.252.7700 | 800.615.9900

CITY OF STANWOOD - TWIN CITY MILE
 CEDARHOME DR - NEAR TERM IMPROVEMENTS
 PROJECT NO. 20210169

CEDARHOME DRIVE - OVERVIEW
 SEPTEMBER 19, 2025

Cedarhome Triangle - Four-Way Stop Concept

Planning Level Opinion of Cost

City of Stanwood

September 19, 2025



ITEM	UNITS	QUANTITY	UNIT PRICE	AMOUNT
Construction Surveying	LS	1	\$ 5,000	\$ 5,000
Mobilization	LS	1	\$ 16,000	\$ 16,000
Project Temporary Traffic Control	LS	1	\$ 23,000	\$ 23,000
Roadway Excavation Incl. Haul	CY	80	\$ 75	\$ 6,000
Crushed Surfacing Top Course	TON	95	\$ 80	\$ 7,600
Stormwater Retrofit	LS	1	\$ 8,000	\$ 8,000
Cement Conc. Traffic Curb	LF	320	\$ 70	\$ 22,400
Concrete Unit Paver	SF	940	\$ 80	\$ 75,200
Pots/Planters & Plantings	EA	4	\$ 1,500	\$ 6,000
Flashing Stop Sign	EA	4	\$ 4,000	\$ 16,000
Removing Paint Line	LF	570	\$ 5	\$ 2,850
Plastic Yellow Line	LF	270	\$ 6	\$ 1,620
Plastic White Line	LF	750	\$ 6	\$ 4,500
Plastic Stop Line	LF	35	\$ 15	\$ 525
Plastic Traffic Arrow	EA	2	\$ 250	\$ 500
Permanent Signing	LS	1	\$ 2,000	\$ 2,000
Subtotal			\$	197,195
Contingency (30%)			\$	59,159
Total			\$	257,000

The above opinion of cost is a planning level estimate only. It is based on best available information and scope at the time, not on the results of a detailed engineering study, and is supplied as a budgeting guide only. Perteet Inc. does not guarantee or warrant the accuracy of this planning level estimate.



City of Stanwood Community Development Committee Staff Report

Item Number: 2.d.
Date: October 2, 2025
Subject: Depot Park Design Amendments
Contact Person: Patricia Love, Community Development Director
Attachments:
1. A. Stanwood East Park Renderings- Structure Only
2. B. Stanwood East Park Renderings- Photomatch views

ISSUE:

The purpose of this item is for the Community Development Committee to review, discuss and provide feedback to staff on the Depot Park design.

RECOMMENDATION:

Staff is seeking guidance on whether this new design more accurately reflects the Council's intended aesthetic vision.

BACKGROUND:

The City of Stanwood purchased a 0.11-acre parcel on the eastern edge of Stanwood's main street business district and near the Amtrak train station for an urban business district park and entry point for visitors arriving by train.



The City purchased the downtown park site as part of the Twin City Mile downtown revitalization project with the vision of building an urban, hard surface downtown park, that can be used by shoppers and tourists as a place to stop, rest and enjoy the day. Final design is currently underway with an anticipated construction in the Spring of 2026.

DISCUSSION:

As part of the final design phase of the project, Council Committees reviewed the on-site amenities in July of 2025. These amenities included:

- A bandstand or performance structure serving as a focal point for public events and programming.
- Movable tables and chairs to promote flexible use of the space for events, casual gatherings, or individual enjoyment.
- A sunshade area to provide comfort during warmer months.
- Park lighting for ambiance, safety, and extended evening use.
- A small children's play area to encourage family-friendly use.
- A dual-purpose water station combining a water bottle refill spout and dog drinking bowl.

Two distinct design concepts for the bandstand have been developed to complement both the site and the surrounding architectural context:

Train Station-Inspired Bandstand (Metal Structure)



Norwegian-Inspired Bandstand (Wood Structure)



After reviewing these two options, the Council Committees asked for additional design options that better reflected the City's Norwegian heritage.

ANALYSIS:

After reviewing previous shelter designs, staff and the consultant met to explore potential Norwegian architectural concepts that could inspire the Depot Park shelter. The discussion centered on design features that would bring both cultural character and

natural warmth to the project. Inspiration was drawn from traditional wood construction, emphasizing the use of natural materials to complement the park's setting. Pitched rooflines were highlighted as a key element, providing both functionality and a classic aesthetic tied to Scandinavian design. In addition, decorative rosemaling patterns were considered as an artistic detail that could enrich the shelter's character and celebrate cultural craftsmanship. The following proposal incorporates these key design elements.







FISCAL ANALYSIS:

None

PROPOSED MOTION:

None













107 NS
617
119

CITY OF
SANWOOD





City of Stanwood Community Development Committee Staff Report

Item Number: 3.a.
Date: October 2, 2025
Subject: Municipal Code Update: SEPA Thresholds
Contact Person: Patricia Love, Community Development Director
Attachments: 1. SEPA Rules v3

ISSUE:

The purpose of this item is for the Community Development Committee to review, discuss and provide feedback on potential changes to the State Environmental Policy Act (SEPA) categorical exemption levels adopted in the Stanwood Municipal Code.

RECOMMENDATION:

Staff is seeking guidance from the Committee on amendments to the Stanwood Municipal Code.

BACKGROUND:

The City initiated the Municipal Code Update project in 2022 to modernize the code, reflecting best practices with respect to content and administration of the code. The update is intended to be user-friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflecting regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

The next set of amendments focuses on the State Environmental Policy Act (SEPA) provisions contained within the Stanwood Municipal Code. Adopted by Washington State in 1971, SEPA established a comprehensive framework for identifying and evaluating the potential environmental impacts of government actions and private development projects. Its purpose is to ensure that environmental considerations are integrated into the public decision-making process.

DISCUSSION:

The State Environmental Policy Act (SEPA) was adopted in 1971, at a time when Washington State did not yet have modern environmental regulations in place. Before the adoption of critical areas ordinances, shoreline regulations, stormwater standards, or other environmental protection codes, SEPA served as the primary mechanism for evaluating and mitigating environmental impacts associated with government actions and private development proposals.

In 1990, the Growth Management Act (GMA) fundamentally changed the regulatory landscape by requiring cities and counties to adopt comprehensive land use plans, critical areas protections, and development regulations that directly addressed environmental concerns. GMA ensured that environmental protections were embedded within local development codes rather than relying solely on SEPA review. Post GMA, the function of SEPA has changed. Rather than acting as the baseline for environmental protection, SEPA is now primarily used as a supplemental review tool. It provides cities authority to apply conditions to projects when potential impacts are identified that are not otherwise regulated or mitigated by existing local codes and standards.

The State adopted minimum “threshold” levels within the SEPA rules. These threshold levels define when a development is presumed to have no significant environmental impact and are then automatically exempt from detailed SEPA review. Over time, adopted threshold levels have been adjusted to reflect evolving planning policies, such as the adoption of the Growth Management Act (GMA), critical area ordinances or environmental regulations. These updates were intended to balance the need for environmental protection with the desire to streamline the review process for smaller-scale projects, reducing unnecessary administrative burdens while still ensuring that larger or more complex developments undergo thorough environmental analysis.

The Legislature has adopted new threshold levels to support the development of infill housing as part of the state strategy to encourage urban growth in already-developed areas. By increasing these thresholds, more infill projects can qualify for exemption from detailed environmental review under SEPA. This policy reflects a deliberate effort to make housing development more efficient and to remove regulatory barriers that might otherwise slow or discourage construction within existing urban boundaries.

State SEPA Threshold Exemption Levels

WAC 197-11-800

Project Types	Minimum Threshold Levels	Fully Planning GMA Counties Maximum Threshold Levels			All Other Counties Maximum Threshold Levels
		Incorporated UGA	Unincorporated UGA	Other unincorporated areas	Incorporated and unincorporated areas
Single Family Residential	4 Units	30 Units	30 Units	20 Units	20 Units
Single Family Residential with Less Than 1,500 SF Total		100 Units	30 Units	20 Units	20 Units
Multifamily Residential	4 Units	200 Units	60 Units	25 Units	25 Units
Barn, Loafing Shed, Farm Equipment Storage, Produce Storage or Pack Structure	10,000 sf	40,000 sf	40,000 sf	40,000 sf	40,000 sf
Office, School, Commercial Recreational Service, Storage Build	4,000 sf	30,000 sf	30,000 sf	12,000 sf	12,000sf
Associated Parking Facilities	20 Spaces	90 Spaces	90 Spaces	40 Spaces	40 Spaces
Fill or Excavation	100 cy	1,000 cy	1,000 cy	1,000 cy	1,000 cy

ANALYSIS:

The SEPA rule update is being moved from Title 17, Zoning, Chapter 17.149 to a new Chapter in the Environmental part of Title 18, Unified Development Code. The proposed changes are intended to modernize and align our SEPA regulations with current state law and best practices. Highlights include:

- **Incorporation by Reference:** Most SEPA rules are now incorporated directly by reference to the WAC.
- **Updated Citations & Structure:** The new chapter updates citations to current WAC provisions and logically groups related sections for easier navigation.
- **Adoption of State Exemptions:** Adopts the current maximum categorical exemptions as allowed under state law.
- **Clarification on Grading Exemptions:** Ensures that grading exemptions apply only to small, standalone projects; grading quantities are included in the threshold exemption for larger projects.
- **Streamlined Appeals:** Updates appeal procedures so SEPA appeal opportunities are stated once in the code, improving clarity.
- **Elimination of Non-Project Appeals:** Removes the ability to appeal threshold determinations on non-project legislative actions.
- **EIS Authority:** Removes the City Council's role in the Environmental Impact Statements (EIS) process.

- Standardized Forms: Adopts by reference the SEPA forms included in the WAC, while allowing minor modifications as necessary.

The following comparison table shows the changes in the threshold levels from the existing code to those adopted by the State. While cities are required by law to adopt the minimum threshold limits, they are not required to adopt the maximum SEPA threshold levels as shown above.

City of Stanwood

Adopted SEPA Threshold Limits Comparison

Project Types	Current City of Stanwood Minimum Threshold Level	Fully Planning GMA Counties Maximum Threshold Levels	Difference
Single Family Residential	30 Units	30 Units	0
Single Family Residential with Less Than 1,500 SF Total (NEW)	0	100 Units	+ 100 Units
Multifamily Residential	60 Units	200 Units	+ 140 Units
Barn, Loafing Shed, Farm Equipment Storage, Produce Storage or Pack Structure	40,000 sf	40,000 sf	0
Office, School, Commercial Recreational Service, Storage Build	30,000 sf	30,000 sf	0
Associated Parking Facilities	90 Spaces	90 Spaces	0
Fill or Excavation	1,000 cy	1,000 cy	0

As noted earlier, the state has raised the maximum SEPA threshold limits for residential units as part of a statewide effort to promote affordable housing and encourage infill development. The purpose of this change is to streamline the permitting process, minimize unnecessary delays, and allow housing construction to begin more quickly. While the SEPA review process and related appeals may be reduced, all other zoning approvals and appeal processes remain in place. This adjustment helps eliminate overlapping appeal periods and shortens overall review timelines.

It is also important to emphasize that raising SEPA thresholds does not remove or weaken other adopted regulations. Standards for critical area protections, traffic analysis, open space, school access, installation of utilities, and other codes that safeguard public health, safety, and neighborhood character all remain fully in effect. In Stanwood, short plats will continue to be circulated for public review and comment, while long subdivisions will still require a public hearing. Community members will

continue to have opportunities to provide input on projects and, if needed, appeal final decisions regardless of the SEPA threshold adopted by the City.

FISCAL ANALYSIS:

None

PROPOSED MOTION:

None; Discussion Topic

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE (SMC) TITLE 18, UNIFIED DEVELOPMENT CODE, TO ADOPT SEPA RULES, AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices; and

WHEREAS, Title 18 contains the City's Unified Development Code; and

WHEREAS, the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires state and local governments to review the environmental impacts of proposals prior to decision-making; and

WHEREAS, SEPA rules (Chapter 197-11 WAC) authorize local governments to adopt flexible thresholds for certain categorical exemptions, within limits set by the State of Washington; and

WHEREAS, the Washington State Department of Ecology has issued updated guidance recommending SEPA exemption thresholds for certain project actions, including residential, commercial, and parking development, in order to streamline permitting and focus review on projects with greater potential environmental impacts; and

WHEREAS, the City of Stanwood has previously adopted SEPA thresholds that are now lower than the state-recommended standards, creating unnecessary administrative review for smaller projects that are unlikely to result in significant adverse environmental impacts; and

WHEREAS, aligning the City's SEPA categorical exemption thresholds with the current state-recommended levels will provide consistency, predictability, and efficiency for applicants, staff, and the public, while preserving environmental protections for larger projects; and

WHEREAS, adopting the state SEPA thresholds supports the City's goals of encouraging infill development consistent with the City's Comprehensive Plan; and

WHEREAS the City's building code and development regulations, including but not limited to SMC Division VIII, Environment, provide protection for the elements of the environment listed in WAC 197-11-444; and

WHEREAS the City has adopted SMC 18.812 establishing protections for cultural and historic resources, including for a project that is categorically exempt under SEPA, using available data and other project review tools regarding known and likely cultural and historic

resources, pre-project cultural resource review where warranted, and standard inadvertent discovery language; and

WHEREAS SMC 18.230.055 provides opportunity for tribal resource agency review of project permit applications regardless of whether a project is categorically exempt under SEPA; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 2025-____; and

WHEREAS, per WAC 197-11-800(1)(c), the City has provided 60 days' notice to affected tribes, agencies with expertise, affected jurisdictions, the department of ecology, and the public and provide an opportunity for comment; and

WHEREAS, pursuant to RCW 36.70A.106, the City submitted the proposed code amendment for the 60-day review to the Washington State Department of Commerce on _____, 2025. The 60-day review period was completed on July 22, 2025; and

WHEREAS, the code amendment was circulated for public review on _____, 2025 through _____, 2025; and

WHEREAS, the City received comments on the draft amendments from _____; and

WHEREAS, their comments have been incorporated into the amendments; and

WHEREAS, the Stanwood Community Development Committee reviewed the draft ordinance at their _____, 2025, meeting and has recommended that the City Council adopt the ordinance; and

WHEREAS, the Stanwood Planning Commission held a public hearing on ordinance on _____, 2025, and forwarded their findings of fact and conclusions recommending to approve the ordinance on _____, 2025; and

WHEREAS, all persons desiring to either provide written testimony or speak for or against the ordinance were given the opportunity to do so before both the Planning Commission and City Council; and

WHEREAS, the City Council held a public hearing and first reading of the draft code amendment on _____, 2025, a second reading on _____, 2025, and accepted public comment; and

WHEREAS, the City Council of Stanwood has authority under RCW 36.70A to adopt plans and regulations related to development and operations within the City of Stanwood; and

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

Section 1. Stanwood Municipal Code Chapter 18.820 is adopted as provided in Exhibit A attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 2. Stanwood Municipal Code Section 18.230.070 and 18.240.010 are amended as shown in Exhibit B.

Section 3. Stanwood Municipal Code Chapter 17.149, State Environmental Policy Act (SEPA) is repealed.

Section 4. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 5. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 6. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law.

PASSED and APPROVED this ____ day of _____, 2026.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

i Adoption of these policies is itself categorically exempt as a procedural action under WAC 197-11-800(19) per WAC 197-11-802(4).

Title 18 Unified Development Code

Part 8 Environment

Chapter 18.820 SEPA

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18.820.010 Purpose

The purpose of this chapter is to adopt rules and procedures to implement the State Environmental Policy Act (Chapter 43.21C RCW) and comply with the SEPA Rules (Chapter 197-11 WAC).

18.820.020 Applicability

This chapter applies to all actions of the city, including issuance of a permit, unless categorically exempt under SMC 18.820.070.

18.820.030 Definitions

i Next line is based on existing SMC 17.149.080.

(1) The following sections of the Washington Administrative Code are hereby adopted by reference:

WAC 197-11-220, SEPA/GMA definitions.

WAC 197-11-700 through 197-11-799, Part Eight - Definitions.

i Next lines are based on existing SMC 17.149.020(2).

(2) Additional definitions.

“Department” means any division, subdivision, or organizational unit of the city established by ordinance, rule, or order.

“SEPA rules” means Chapter 197-11 WAC adopted by the Department of Ecology.

“Ordinance” means the ordinance, resolution, or other procedure used by the city to adopt regulatory requirements.

“Early notice” means the city’s response to an applicant stating whether it considers issuance of a determination of significance likely for the applicant’s proposal (mitigated determination of nonsignificance (DNS) procedures).

18.820.040 Responsible Official

i This section is based on existing SMC 17.149.020(3)(a).

(1) Per WAC 197-11-910, and consistent with SMC 2.08.080, for a proposal for which the city is the lead agency, the SEPA responsible official is the Director of Community Development, or the Director’s designee.

(2) The responsible official is responsible for the following:

(a) all of the duties assigned in Chapter 197-11 WAC;

(b) the City’s compliance with a consultation request from another agency per WAC 197-11-912.

i This section is based on existing SMC 17.149.020(1).

18.820.050 General requirements

(1) The rules in this chapter are to be interpreted consistently with WAC 197-11-906.

(2) **General rules.**

The following sections of the Washington Administrative Code are hereby adopted by reference:

WAC 197-11-055 Timing of the SEPA process.

WAC 197-11-060 Content of environmental review.

WAC 197-11-070 Limitations on actions during SEPA process.

WAC 197-11-080 Incomplete or unavailable information.

WAC 197-11-090 Supporting documents.

WAC 197-11-100 Information required of applicants.

WAC 197-11-158 SEPA/GMA project review—Reliance on existing plans, laws, and regulations.

WAC 197-11-920 Agencies with environmental expertise.

WAC 197-11-655 Implementation.

(3) Use of existing documents.

The city's use of existing environmental documents is governed by the following sections of the Washington Administrative Code, which are hereby adopted by reference:

WAC 197-11-600 When to use existing environmental documents.

WAC 197-11-610 Use of NEPA documents.

WAC 197-11-620 Supplemental environmental impact statement—Procedures.

WAC 197-11-625 Addenda—Procedures.

WAC 197-11-630 Adoption—Procedures.

WAC 197-11-635 Incorporation by reference—Procedures.

WAC 197-11-640 Combining documents.

(4) SEPA/GMA integration.

The City's integration of SEPA into GMA non-project legislative action is governed by the following sections of the Washington Administrative Code, which are hereby adopted by reference:

WAC 197-11-210 SEPA/GMA integration.

WAC 197-11-220 SEPA/GMA definitions.

WAC 197-11-228 Overall SEPA/GMA integration procedures.

WAC 197-11-230 Timing of an integrated GMA/SEPA process.

WAC 197-11-232 SEPA/GMA integration procedures for preliminary planning, environmental analysis, and expanded scoping.

WAC 197-11-235 SEPA/GMA integration documents.

WAC 197-11-238 SEPA/GMA integration monitoring.

(5) SEPA/MTCA Integration.

The City's integration of SEPA with MTCA is governed by the following sections of the Washington Administrative Code, which are hereby adopted by reference:

WAC 197-11-250 SEPA/Model Toxics Control Act integration.

WAC 197-11-253 SEPA lead agency for MTCA actions.

WAC 197-11-256 Preliminary evaluation.

WAC 197-11-259 Determination of nonsignificance for MTCA remedial action.

WAC 197-11-262 Determination of significance and EIS for MTCA remedial actions.

WAC 197-11-265 Early scoping for MTCA remedial actions.

WAC 197-11-268 MTCA interim actions.

18.820.060 Lead Agency

- (1) Per WAC 197-11-050, the lead agency is the agency with main responsibility for complying with SEPA's procedural requirements and is the only agency responsible for the threshold determination and preparation and content of environmental impact statements.

i The following subsection is based on existing SMC 17.149.020(4) and (5). Deleted subsection allowing for a responsible official other than the planning director. Changed "department" references to "city."

- (2) Determination of Lead Agency.
- (a) When the city receives an application for or initiates a proposal that involves a nonexempt action, the city must determine the lead agency for that proposal under WAC 197-11-050 and 197-11-922 through 197-11-940, unless the lead agency has been previously determined or the city is aware that another agency is in the process of determining the lead agency.
 - (b) When the city is not the lead agency for a proposal, all departments of the city must use and consider, as appropriate, either the DNS or the final EIS of the lead agency in making decisions on the proposal. No city department may prepare or require preparation of a DNS or EIS in addition to that prepared by the lead agency, unless required under WAC 197-11-600. In some cases, the city may conduct supplemental environmental review under WAC 197-11-600.
 - (c) If the city receives a lead agency determination made by another agency that appears inconsistent with the criteria of WAC 197-11-922 through 197-11-940, it may make an objection of the determination to the originating agency or the city must petition the Department of Ecology for a lead agency determination under WAC 197-11-946. Any such petition on behalf of the city may be initiated by the responsible official.
 - (d) The city may make agreements as to lead agency status or shared lead agency duties for a proposal under WAC 197-11-942 and 197-11-944 if the responsible official approves the agreement.
 - (e) To make a lead agency determination for a private project, the city requires sufficient information from the applicant to identify which other agencies have jurisdiction over the proposal, including agencies which require nonexempt licenses.
 - (f) For any proposal for a private project where the city would be the lead agency and for which one or more state agencies have jurisdiction, the city's responsible official may elect to transfer the lead agency duties to a state agency. The state agency with jurisdiction appearing first on the priority listing in WAC 197-11-936 shall be the lead agency and the city shall be an agency with jurisdiction. To transfer lead agency duties, the city's responsible official must transmit a notice of transfer together with any relevant information available on the proposal to the appropriate state agency with jurisdiction. The responsible official must also give notice of the transfer to the private applicant and any other agencies with jurisdiction over the proposal.
- (3) The following sections of the Washington Administrative Code are hereby adopted by reference:
- WAC 197-11-050 Lead agency.
 - WAC 197-11-924 Determining the lead agency.
 - WAC 197-11-926 Lead agency for governmental proposals.
 - WAC 197-11-928 Lead agency for public and private proposals.
 - WAC 197-11-930 Lead agency for private projects with one agency with jurisdiction.
 - WAC 197-11-932 Lead agency for private projects requiring licenses from more than one agency, when one of the agencies is a county/city.

WAC 197-11-934 Lead agency for private projects requiring licenses from a local agency, not a county/city, and one or more state agencies.

WAC 197-11-936 Lead agency for private projects requiring licenses from more than one state agency.

WAC 197-11-938 Lead agencies for specific proposals.

WAC 197-11-940 Transfer of lead agency status to a state agency.

WAC 197-11-942 Agreements on lead agency status.

WAC 197-11-944 Agreements on division of lead agency duties.

WAC 197-11-946 DOE resolution of lead agency disputes.

WAC 197-11-948 Assumption of lead agency status.

18.820.070 Categorical exemptions

(1) The following sections of the Washington Administrative Code are hereby adopted by reference:

WAC 197-11-305 Categorical exemptions.

WAC 197-11-800 Categorical exemptions.

WAC 197-11-880 Emergencies.

i The city must follow the process in WAC 197-11-800(1)(c) of documentation and findings and minimum comment periods to set the exemption level; that documentation is contained within the recitals of this ordinance. These max exemptions are explicitly listed, rather than incorporated by reference, due to that procedural requirement.

i The next line is revised from existing code to adopt the maximum allowed thresholds. Existing code (SMC 17.149.090(2)) adopted slightly different thresholds.

(2) A proposal that fits a categorical exemption adopted pursuant to this section or WAC 197-11-800 is exempt from the procedural requirements of this chapter, unless:

(a) The proposal is not exempt under WAC 197-11-908;

(b) The proposal is a segment of a proposal that includes:

(i) A series of actions, physically or functionally related to each other, some of which are categorically exempt and some of which are not; or

(ii) A series of exempt actions that are physically or functionally related to each other, and that together may have a probable significant adverse environmental impact in the judgment of an agency with jurisdiction.

(3) The responsible official has the authority and responsibility to determine whether a proposal is exempt.

(4) The city is not required to document that a proposal is categorically exempt, but may note on an application that a proposal is categorically exempt or place such a determination in the proposal record.

(5) The city may not require completion of an environmental checklist for an exempt proposal.

(6) Flexible thresholds. Pursuant to the authority in WAC 197-11-800(1)(c), the city adopts the following exemption levels:

Table 18.820.070-1 Adoption of Flexible Thresholds

Project type	Exemption Threshold
Single family residential (Attached and Detached)	30 units
Single family residential with total square footage < 1,500 sf	100 units
Multifamily residential	200 units
Barn, loafing shed, farm equipment storage, produce storage, or packing structure	40,000 sf
Office, school, commercial, recreational, service, storage building, parking facilities	30,000 sf and 90 parking spaces
Fill or excavation	1,000 cu yd

(7) Consistent with WAC 197-11-800(2)(e), any grading, excavating, filling, septic tank installations, and landscaping necessary for any categorically exempt building or facility, as well as fencing and the construction of small structures and minor facilities accessory thereto, is also categorically exempt.

18.820.080 Planned Action.

i This section is based on SMC 17.149.020(6).

(1) The following sections of the Washington Administrative Code are hereby adopted by reference:

WAC 197-11-164 Planned actions—Definition and criteria.

WAC 197-11-168 Ordinances or resolutions designating planned actions—Procedures for adoption.

WAC 197-11-172 Planned actions—Project review.

(2) Where a project proposal meets the statutory criteria for a planned action in RCW 43.21C.440, WAC 197-11-172, and the relevant planned action ordinance adopted by the city, the responsible official need not issue a threshold determination or EIS under the provisions of this chapter. If notice is required for the underlying permit, the notice must state that the project has qualified as a planned action. If notice is not otherwise required for the underlying permit, no special notice is required.

(3) Nothing in this section limits the city from placing conditions on the project in order to mitigate nonsignificant impacts through the normal local project review and permitting process.

18.820.090 Environmental Impact Statement

(1) The following sections of the Washington Administrative Code are hereby adopted by reference:

WAC 197-11-400 Purpose of EIS.

WAC 197-11-402 General requirements.

WAC 197-11-405 EIS types.

WAC 197-11-406 EIS timing.

WAC 197-11-408 Scoping.

WAC 197-11-410 Expanded scoping. (Optional)

WAC 197-11-420 EIS preparation.

WAC 197-11-425 Style and size.

WAC 197-11-430 Format.

WAC 197-11-435 Cover letter or memo.

WAC 197-11-440 EIS contents.

WAC 197-11-442 Contents of EIS on nonproject proposals.

WAC 197-11-443 EIS contents when prior nonproject EIS.

WAC 197-11-444 Elements of the environment.

WAC 197-11-448 Relationship of EIS to other considerations.

WAC 197-11-450 Cost-benefit analysis.

WAC 197-11-455 Issuance of DEIS.

WAC 197-11-460 Issuance of FEIS.

i The following is existing SMC 17.149.040 with the following modifications:

- Remove City Council as responsible for EIS
- Add ability for Responsible Official to include other elements in EIS

(2) Preparation of EIS.

- (a) Preparation of draft or final EIS (DEIS or FEIS) and draft and final supplemental EIS (SEIS) is the responsibility of the responsible official.
- (b) The DEIS and FEIS or draft and final SEIS may be prepared by the city staff, the applicant, or by a consultant selected by the city or the applicant. If the responsible official requires an EIS for a proposal and determines that someone other than the city will prepare the EIS, the responsible official must notify the applicant immediately after completion of the threshold determination. The responsible official must also notify the applicant of the city's procedure for EIS preparation, including approval of the DEIS and FEIS prior to distribution.
- (c) The responsible official may require an applicant to provide information the city does not possess, including specific investigations. However, the applicant is not required to supply information that is not required under this chapter or that is being requested from another agency. This restriction does not apply to information the city may request under another ordinance or statute.
- (d) Before the city issues an EIS, the responsible official must be satisfied that it complies with this chapter and Chapter 197-11 WAC.

(3) Additional Elements to Be Covered in an EIS. The following additional elements are part of the environment for the purpose of EIS content, but do not add to the criteria for threshold determinations or perform any other function or purpose under this chapter:

- (a) Economy;
- (b) Social policy analysis;
- (c) Cost-benefit analysis.
- (d) Such other elements as may be required by the responsible official.

18.820.100 Notice, Comment, and Hearings

(1) The following sections of the Washington Administrative Code are hereby adopted by reference:

WAC 197-11-500 Purpose of this part.

WAC 197-11-502 Inviting comment.

WAC 197-11-504 Availability and cost of environmental documents.

WAC 197-11-508 SEPA register.

WAC 197-11-510 Public notice.

WAC 197-11-535 Public hearings and meetings.

WAC 197-11-545 Effect of no comment.

WAC 197-11-550 Specificity of comments.

WAC 197-11-560 FEIS response to comments.

WAC 197-11-570 Consulted agency costs to assist lead agency.

i The following sections are based on existing SMC 17.149.050 but have been updated to mostly make reference to the permit procedures in Title 18 Part 2.

- (2) When an application for a SEPA threshold determination is submitted, the City must provide a Notice of Application consistent with SMC 18.230.060.
- (3) When the city issues a SEPA threshold determination or EIS, the City must provide public notice consistent with 18.230.130.
- (4) When the City issues a DS, the City must state the scoping procedure for the proposal in the DS as required in WAC 197-11-408.

18.820.110 Substantive Authority

i This section is based on existing SMC 17.149.070(1).

- (1) The following sections of the Washington Administrative Code are hereby adopted by reference:
 - WAC 197-11-660 Substantive authority and mitigation
- (2) The city may attach conditions to a permit or approval for a proposal if all of the following apply:
 - (a) Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter;
 - (b) Such conditions are in writing;
 - (c) The mitigation measures included in such conditions are reasonable and capable of being accomplished;
 - (d) The city has considered whether other local, state or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts;
 - (e) Such conditions are based on one or more policies in this section and cited in the decision document.
- (3) The city may deny a permit or approval for a proposal on the basis of SEPA if all of the following apply:
 - (a) A finding is made that approving the proposal would result in probable significant adverse environmental impacts that are identified in a FEIS or final SEIS prepared pursuant to this chapter;
 - (b) A finding is made that there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact;
 - (c) The denial is based on one or more policies identified in subsection (4)(c) of this section and identified in writing in the decision document.

Commented [PL1]: If we keep these policy sections, should this citation should be subsection 4?

- (4) The city designates and adopts by reference the Comprehensive Plan and associated policies, plans, codes, ordinances, and resolutions as adopted by the Stanwood City Council as the basis for the city's exercise of authority pursuant to this section.

18.820.120 Appeals.

i This section is based on existing SMC 17.149.070(1)(e) and (2), RCW 43.21C.075, and WAC 197-11-680.

i Deleted the ability to appeal threshold determinations on non-project legislative actions.

- (1) When allowed. An appeal is allowed only for the following:
- (a) A SEPA determination (including use of SEPA substantive authority) or the adequacy of a final EIS for a project action may be appealed pursuant to the process described in SMC Chapter 18.230.
 - (b) A SEPA determination on a non-project administrative action may be appealed per RCW 43.21C.060.
- (2) When not allowed. An appeal is not allowed for the following:
- (a) The intermediate steps under SEPA (e.g., lead agency determination, scoping, draft EIS adequacy) may not be **appealed**.
 - (b) A SEPA determination on a non-project legislative action may not be appealed.
- (3) Consolidation.
- (a) An appeal related to a project action must be consolidated with any appeal of the decision on the underlying application. If no appeal is allowed for the application under SMC Title 18 Part 2, no SEPA appeal is allowed.
 - (b) Exception. Consolidation is not required for any of the following:
 - (i) an appeal of a determination of significance.
 - (ii) an appeal of a procedural determination made by an agency when the agency is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit. A subsequent appeal of a substantive determination by the city is allowed.
 - (iii) an appeal to the local legislative authority of a non-project administrative action per RCW 43.21C.060.
- (4) Procedural determinations made by the responsible official are entitled to substantial weight.
- (5) Any appeal authorized in this section requires a record consisting of all of the following:
- (a) findings and conclusions;
 - (b) testimony under oath;
 - (c) a recording or a written transcript, which the city may require the appellant to provide in an electronic form.
- (6) Per WAC 197-11-680(5), the city must give official notice under WAC 197-11-680(5) whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal.

Commented [PL2]: Should we have a section that states when an appeal is not allowed? Versus a and c are when appeals are not allowed.

18.820.130 Fees

i This section is based on 17.149.100(2). Deleted requirement for applicant concurrence in selection of an EIS consultant.

- (1) The city may establish fees for SEPA determinations in the Consolidated Fee Schedule.
- (2) The city may not collect a fee for performing its duties as a consulted agency.
- (3) The city may charge reasonable fees to cover the city's costs, whether the work is performed by staff or by a contracted third party.
- (4) For an EIS, the responsible official must advise the applicant(s) of the projected costs for the EIS prior to the actual preparation and the applicant must post bond or otherwise ensure payment of such costs. If a proposal is modified so that an EIS is no longer required or the scoping process reveals that an EIS is not warranted as determined by the responsible official, the city must refund any fees that remain after incurred costs are paid.

18.820.140 Forms

i This section is based on existing SMC 17.149.120.

- (1) The forms described in the following sections of the Washington Administrative Code are hereby adopted by reference:
 - WAC 197-11-960 Environmental checklist.
 - WAC 197-11-965 Adoption notice.
 - WAC 197-11-970 Determination of nonsignificance (DNS).
 - WAC 197-11-980 Determination of significance and scoping notice (DS).
 - WAC 197-11-985 Notice of assumption of lead agency status.
 - WAC 197-11-990 Notice of action.

i Next line is per WAC 197-11-906(4).

- (2) The Responsible Official may modify these forms as necessary to include instructions or explanations or to format for letterhead or electronic submittal. Minor changes are allowed to make the forms more useful to agencies, applicants, and the public, as long as the changes do not eliminate requested information or impose burdens on applicants.

EXHIBIT B

18.230.070 SEPA review.

i This section is about threshold determinations, not appeals, so the appeal paragraph is deleted so as to only state these rules in one place.

(1) – (2) No change.

~~(3) Any appeal of a determination of significance may proceed in advance of any hearings or appeals of the underlying project permit. Any appeals of a determination of nonsignificance must be combined with and processed at the same time as the hearings or appeals of the underlying project permit.~~

18.240.010 Local appeal.

i This section on appeals of project actions is amended to cross-reference to the SEPA rules rather than restate information that could conflict if it's written in more than one place

(1) – (6) *No change.*

(7) Consolidated Appeals. All appeals of permit application decisions, ~~other than an appeal of determination of significance (DS),~~ must be considered together in a consolidated appeal (RCW 36.70B.060(6), 43.21C.075) except as provided for SEPA appeals in 18.820.120.

(8) SEPA Appeals. Appeals are allowed per SMC 18.820.120. ~~may only be of the determination of nonsignificance or mitigated determination of nonsignificance, or final determination if issued. See SMC 18.230.070 for SEPA and agency decisions.~~

(9)-(13) *No change.*