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AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, July 11, 2019 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
- 5. STAFF REPORTS**
 - a. Library Board June 10, 2019 Minutes
 - b. Planning Commission Meeting Minutes June 10, 2019
- 6. COMMITTEE REPORTS**
 - a. Finance Committee
 - b. Public Safety Committee
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve June 27, 2019 Regular Meeting Minutes
 - c. Authorize the Mayor to sign a contract for Services During Construction of the 297 Zone Reservoir With RH2 Engineering
 - d. Authorize the Mayor to sign a contract for the Irvine Slough Stormwater Separation Phase One with PACE Engineering
- 8. PUBLIC HEARING**
 - a. Ordinance 1475 – Shoreline Code Amendment; First Reading
- 9. OLD BUSINESS**
 - a. Adopt Ordinance 1477 - Property Address Standards Code Amendment - Second Reading & Final Adoption
- 10. NEW BUSINESS**
 - a. Authorize the Mayor to sign an annual lease agreement with the Skagit Valley Youth Soccer Club
 - b. Authorize the Mayor to sign the lease agreements for the Johnson Farm property
- 11. REPORTS OF OFFICERS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 12. CITIZEN CLOSING COMMENTS**
- 13. ADJOURN**

Upcoming Meetings:

August 8, 2019 Regular Meeting

August 22, 2019 Regular Meeting - CANCELLED



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5a
DATE: July 11, 2019
SUBJECT: June 10, 2019 Library Board Meeting Minutes
CONTACT PERSON: Sue Mancer, Secretary
ATTACHMENTS: A – Minutes of the June 10, 2019 Library Board

SUMMARY STATEMENT

The June 10, 2019 Library Board meeting minutes are attached for council review.

STANWOOD LIBRARY BOARD MINUTES

June 10, 2019

Interim President Dennis Myers called the meeting to order at 2:30 p.m. Present were Becky Bolte, Sandi Evans, Sue Mancer, Dennis Myers, Jennifer Ferguson, Charles Pratt, Larry Sather, Bonnie Thielke and Patty Tingle.

Minutes

Minutes of the March 2019 meeting were read and approved.

City of Stanwood – Jennifer Ferguson

- The request from the Library Board to amend the 2016 annexation agreement has been presented to City Council Committees for review. The next step is to put the proposed amendment into the proper legal language before putting it on a City Council meeting agenda as a New Business item. Chuck and Jennifer will be following up on this next step.
- Much current City activity is in the “planning and permitting” stage: street improvements, Hamilton Park, Heritage Park, Police and City Hall Campus, etc. See the City website for detailed information: <https://www.ci.stanwood.wa.us/departments>
- A new City website is in the works, and will be better suited to mobile use.
- A community survey will be launched soon to allow local residents to express their views on Stanwood’s future. The City is working with Washington State University to develop the survey and process the data. There may be an opportunity to include the library as a survey topic.

Sno-Isle Libraries Report - Becky Bolte

- In regard to the “legal language” for the annexation agreement amendment request, Becky stated that the Sno-Isle Director, Lois Langer Thompson, will be referring the matter to the Sno-Isle Board and will pass their recommendation to Chuck.
- Sno-Isle will again be presenting the TEDx lecture event in May 2020 at the Edmonds Center for the Arts. (Other Sno-Isle information is in the Managing Librarian’s report.)
- Becky is retiring at the end of June and will be missed! The Board wished her well in her new adventures.

Stanwood Managing Librarian’s Report - Charles Pratt

The full Managing Librarian’s Report follows the minutes and includes a Sno-Isle Libraries (SIL) update. Highlights are:

- Staffing: New Library Associate (LA) to replace temporary move of LA to Mukilteo Library; change of responsibility for Rob Branigin.
- Upcoming Programs: Board Game Freeplay, Summer Family Storytime Kickoff, Ready Readers: Summer Baby and Me Storytime, Explore Summer Kickoff Party.
- Facilities: New printing services software and new computers for public use (being rolled out to all of Sno-Isle.)
- SIL: Becky Bolte retirement, Issues That Matter 2019 Theme: “Looking Forward”

Friends of the Library (FOL) – Bonnie Thielke

Bonnie reported that the May Book Sale is expected to bring in around \$1500. Included in this total is estimated income from unsold books which are purchased by Discover Books based on a combination of resale value and poundage. The payment can take several months to arrive.

Old Business

New Library Building Restriction

See reports above.

Library Grounds Improvement (Rear of Building)

This is still on Chuck's agenda. Other priorities have taken precedence.

New Business

New Opportunity for Friends

Chuck gave a brief preview of a Sno-Isle project that could provide new opportunities for Friends of the Library groups to move beyond a focus on fund-raising. This is still in the early development stage and will be piloted in 2020 with a few Friends groups within Sno-Isle.

Dennis thanked everyone for attending and adjourned the meeting at 3:25 p.m.

The next Board meeting is Monday, September 9, 2019, 2:30 p.m. at the Library.

Respectfully submitted,

Sue Mancer
Board Secretary

Stanwood Library Board Meeting

Managing Librarian's Report – Charles Pratt, Mg. Librarian

6/10/19

Staffing

Bridget Sievers has joined the staff as a temporary 40 hour LA while regular LA Sarah Rosenberger is on her own temporary assignment as a 40 hour LA at the Mukilteo library. Both assignments are temporary for up to a year. Bridget will also be serving as the teen contact for the Stanwood Library as well. That role has been reassigned from librarian Rob Branigin and will now be assigned permanently to the full-time LA on staff with a teen emphasis, allowing Rob to focus more on system-level committee work, strengthening community partnerships, and providing quality adult services. It also creates a dynamic where the primary teen contact can focus primarily on teen services at a local level.

Upcoming Programs & Events

- **Board Game Freeplay**
Stanwood Library - *Stanwood Meeting Room*
Thursday, June 13: 2:00pm - 5:00pm
AGE GROUP: TEENS
EVENTS TYPE: COMMUNITY EVENT
Challenge your mind in a variety of board games including One Night: Ultimate Werewolf, Dixit, Scrabble, and Ticket to Ride! Games and snacks will be provided.
- **Summer Family Storytime Kick-off: Out-of-This-World Dance Party!**
Stanwood Library
Wednesday, June 26: 11:00am - 12:00pm
AGE GROUP: PRESCHOOLERS
EVENTS TYPE: EARLY LITERACY
Blast off into summer fun! Preschoolers will hop, swing, boogie and bop with an eclectic mix of musical games, guided dances, and freestyle. Refreshments provided; costumes welcome!
- **Ready Readers: Summer Baby and Me Storytime**
Stanwood Library
Friday, June 28: 11:00am - 11:45am
AGE GROUP: BABIES (0-18 MONTHS)
EVENTS TYPE: EARLY LITERACY
Wiggle and giggle with your baby through silly stories happy songs rhymes and activities that inspire a love of reading. Playtime follows. For newborns through 18 months. Caregiver required.
- **Explore Summer Kick-off: A Cosmic Celebration!**
Stanwood Library
Saturday, June 29: 1:00pm - 4:00pm
AGE GROUP: ALL AGES
EVENTS TYPE: COMMUNITY EVENT
Our space lounge (Part Star Trek Ten Forward, part Babylon 5 Zocalo) welcomes sentient beings from across the universe for an intergalactic party with eclectic food and fun. Costumes welcome!

Facility

- On June 17th, we are scheduled to switch over to the new MyPC/Papercut software management system that is already being installed in other locations throughout the library district. Some notable changes/improvements include wireless printing capabilities, the ability for customers to extend their own computer sessions if time is available, and a change to a “credits” system that will not allow only the current 70 free black and white prints per week, but also permit these credits to be used toward photocopies and/or color prints.
- A replacement of all public PCs will also occur shortly after the implementation of a new printing system and equipment. The date is still TBD< but will likely occur in late July or early August.

Stanwood Library and SIL Library District News

- West District Manager Becky Bolte will be retiring at the end of the month and she will be greatly missed. The Stanwood Library and the district as a whole thank her for all of her support and hard work – We’ll miss you Becky!
- 2019 Issues That Matter events have begun at our libraries, with a theme for 2019 of “Looking Forward”. Events have already been in Monroe and Edmonds, with the latter having approximately 200 attendees. The next event will be at the Marysville Library on May 21st from 6:30-8pm and is titled “Employment” Working on Future Jobs”.
- Overview of “News” area of SIL website, which can be found at <https://blog.sno-isle.org/news/>

Explore Summer begins in June!

Our kick-off party is Saturday June 29th from 1-4p, with this years theme being “Universe of Stories” (outer space). The kick-off party will be much like our traditional ‘wrap-up’ party this year (we’re trying something a little different by having the ‘big’ event early rather than later). This will kick off a summer of outer space and science themed programs for our local tweens and teens. Even though the ‘kick-off’ isn’t until the 29th, sign-ups have begun for the Explore Summer Reading program, and any hours read in June will count towards earning a free book in the program. Sign-ups can be done in person in the library or online at www.sno-isle.org. Keep an eye on our summer calendars for upcoming events. Unlike in previous years, summer reading will not have it own dedicated calendar; this year calendars will be published on the monthly basis that our customers are already familiar with as our ‘regular’ way of promoting events.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: July 11, 2019

SUBJECT: City Council June 27, 2019 Regular Meeting Minutes

CONTACT PERSON: Sara Robinson, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the June 27, 2019 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE JUNE 27, 2019 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, June 27, 2019 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Pro Tempore Dianne White called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Sara Robinson called the roll with the following Councilmembers present: Rob Johnson, Dianne White, Elizabeth Callaghan, Timothy Pearce, Larry Sather, and Judy Williams. The meeting was quorate.

Also present: City Engineer / Assistant Public Works Director Shawn Smith, Community Development Director Patricia Love, Finance Director / City Clerk David Hammond, City Attorney Grant Weed, Fire Chief John Cermak, Police Chief Norm Link and Deputy Clerk Sara Robinson.

Motion by Councilmember Sather, Second by Councilmember Pearce, to excuse Councilmember McGill. Motion carried unanimously.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember Callaghan to approve the agenda as amended. Motion carried unanimously.

4. Citizen Comments

Sid Roberts
28001 84th Drive, Stanwood, WA

He is a citizen that enjoys walking, but is concerned about safety at the intersection by Stanwood Elementary. The traffic goes fast in that area and he hopes the City will put up stop signs there or something to slow cars.

He is concerned about the City purchasing the additional Heritage Park property because of the soils. Would like to see a nice park up in the Cedarhome neighborhood.

Also thinks it would be a good idea to build a public restroom in downtown.

5. Staff Reports

- a. Police Compstat Report – May 2019
- b. Salary Commission Meeting Minutes and Decision Letter – June 11, 2019
- c. Planning Commission Meeting Minutes– May 20, 2019
- d. Reminder - Regular City Council Meeting August 22, 2019 Canceled

Stanwood City Council Meeting Minutes – June 27, 2019

6. Committee Reports

- a. Community Development
- b. Public Works Committee Meeting Minutes – May 6, 2019

7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve June 13, 2019 Regular Meeting Minutes
- c. Special Event Permit – Stanwood Fair Parade
- d. Special Event Permit – National Night Out

Motion by Councilmember Sather, Second by Councilmember Pearce to approve the consent agenda items a through d. Motion carried unanimously.

8. Public Hearing

- a. To Hear Public Testimony regarding Ordinance 1477 Property Address Standards Code Amendment, First Reading.

Patricia Love, Community Development Director, presented the proposed Ordinance 1477. This ordinance will adopt new property address standards for address numbers and letters. Both the Public Works Committee and Community Development Committee have reviewed this proposal and recommend approval.

The Ordinance will be brought back to council for the second and final reading on July 11, 2019.

The Mayor Pro Tempore opened the Public Hearing for public comment.

Public Comment:

Sid Roberts

28001 84th Drive Stanwood, WA

Questioned if the new address standards would be applied retroactively. Councilmember Callaghan noted that they will not.

The Mayor Pro Tempore closed the public hearing.

Motion by Councilmember Sather, second by Callaghan to approve first reading of ordinance 1477 as set forth in attachment "A" amending Street and Utility Standards Chapter 2 code amendments and proceed with the second and final reading of the ordinance on July 11, 2019. Motion carried unanimously.

9. Old Business

- a. Adopt Ordinance 1476 - Vacation of Streets and Alleys Code Amendment - Second Reading & Final Adoption

Patricia Love, Community Development Director, presented the second reading of Ordinance 1476. There were a couple of changes to the Ordinance since the first reading. The Attorney suggested changing the numbering to include this section with existing code. Otherwise there are no changes.

Stanwood City Council Meeting Minutes – June 27, 2019

Motion by Councilmember Sather, second by Councilmember Williams to approve the second reading and final adoption of ordinance 1476 amending title 14 buildings and construction and title 17 zoning code amendments, providing procedures for the Vacation of Streets and Alleys in the City of Stanwood. Motion carried unanimously.

10. New Business

- a. Accept the Planning Commission recommendation to finalize the Traditional Neighborhood Docket Request.

Patricia Love, Community Development Director, presented the request to close out the Shepro Docket request and begin working towards the 2023 Comprehensive Plan update.

Motion by Councilmember Sather, second by Councilmember Williams to close out the 2018 TN Docket Application and direct staff to continue analyzing housing, density and population issues in preparation of the upcoming buildable lands assessment and 2050 population projections. Motion carried unanimously.

- b. Authorize the Mayor to sign a contract with T Bailey, Inc. for the construction of the 297 zone water reservoir.

Shawn Smith, City Engineer / Assistant Public Works Director, presented the request to authorize the mayor to sign a contract with T Bailey, Inc. for the construction of the 297 zone water reservoir. With the increase to the city's population, this new reservoir tank is essential. Councilmember Johnson and Councilmember Sather both voiced support of this project.

Motion by Councilmember Sather, second by Councilmember Johnson to authorize the mayor to sign a contract with T Bailey, Inc. for the construction of the 297 zone water reservoir not to exceed \$2,269,250 + tax. Motion carried unanimously.

11. Reports of Officers and Committees

- a. Mayors Pro Tempore Report

Reminder that the Twin City Idlers car show is this Sunday June 30. It's a wonderful event and the Mayor Pro Tempore hopes everyone can attend.

- b. City Administrator's Report - N/A

- c. Councilmember Reports and Questions

Councilmember Johnson and Councilmember Williams are on the North County Regional Fire Authority board. Last night the board approved the purchase of fire apparatus. He requested that the Chief give a brief update.

Councilmember Johnson mentioned the drive Saturday night for the Twin City Idlers car group. Chief Link clarified that this will not be a police escorted drive but that there will be extra officers on duty to encourage legal activity.

12. Citizen Closing Comments – None

Stanwood City Council Meeting Minutes – June 27, 2019

13. Adjourn

Mayor Pro Tempore White adjourned the meeting at 7:23 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Sara Robinson, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a
DATE: July 11, 2019
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director/City Clerk
ATTACHMENTS: A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the June 27, 2019 Finance/Personnel Meeting are attached.

ATTACHMENT A

FINANCE/PERSONNEL COMMITTEE

June 27, 2019

Finance Committee Report
(June 27, 2019 meeting summary)
Stanwood City Hall
10220 270th Street NW, Stanwood, WA 98292

In attendance:

Councilmember Larry Sather

Councilmember Kelly McGill

Councilmember Dianne White

David Hammond, Finance Director/City Clerk

Sara Robinson, Deputy City Clerk

1. Johnson Farm Leases
 - a. The Committee discussed the new lease proposal and fully supports presentation to the Council.
2. Reviewed the film "All the Queen's Horses" about municipal fraud.
 - a. The Committee discussed the movie and the City's finance policy.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10b
DATE: July 11, 2019
SUBJECT: Johnson Farm Leases
CONTACT PERSON: David A. Hammond, CPA, Finance Director/City Clerk
ATTACHMENTS: A – Johnson Farm Lease Agreements

SUMMARY

The City of Stanwood purchased a portion of the Johnson Farm property in 2018 and entered into a Grant Deed of Agriculture Conservation Easement with the PCC Farmland Trust. The farm includes a number of facilities including two houses and multiple outbuildings which are currently leased to tenants who are the former owners of the Johnson Farm. The lease terms converted to month-to-month on June 1, 2019. Two of the existing tenants have requested to remain as tenants at the farm site.

DISCUSSION

Included in the 2019-2020 city work plan is the master planning effort for the Ovenell and Johnson Farms to determine best and eligible uses of the sites. While the master planning occurs, staff believes that having tenants reside on site, serving as caretakers of the property, is an ideal scenario to ensure that the property is secure and monitored. Draft leases have been reviewed by legal counsel.

FISCAL IMPACT

Monthly lease revenues are anticipated to be \$1,100 +/- month.

COMMITTEE RECOMMENDATION

The Community Development, Finance and Public Works Committees each reviewed and approved the lease of the Johnson Farm buildings.

CITY COUNCIL OPTIONS

City Council options include:

1. Authorize the mayor to execute the lease agreements for the Johnson Farm property.
2. Do not authorize the mayor to execute the lease agreements and direct staff to address areas of concern.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE LEASE AGREEMENTS FOR THE JOHNSON FARM PROPERTIES.

LEASE AGREEMENT

THIS LEASE made this ____th day of August, 2019, between the CITY OF STANWOOD, a municipal corporation of the State of Washington, hereinafter called the "Lessor," and KARL KRISS, hereinafter called the "Lessee."

Lessor and Lessee do contract and agree upon the following terms and conditions:

1. **PROPERTY LEASED:** The property which is the subject of this lease is situated in Snohomish County, Washington and legally described as:

The barn located at the North East Corner of 11203 SR 532, Stanwood, WA 98292, located on the following-described property:

New Parcel A

A tract of land out of Government Lot 4, Section 23, Township 32 North, Range 3 East of the Willamette Meridian, in Snohomish County, Washington, lying Westerly of lands conveyed to Great Northern Railway Company by deeds recorded May 18, 1965, under Auditor's File Numbers 1780117, 1781531, 1781532, 1781533, 1781534 and 1781535, records of Snohomish County, Washington and by Judgment and Decree of Appropriation in Superior Court Cause No. 82547 and Northerly of a private road running approximately 110 feet Northeasterly of and parallel with the meander line marking the Southerly boundary of said Government Lot 4, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°05'22" West along the West line of said Government Lot 4 a distance of 420.38 feet to the True Point of Beginning;
Thence continuing South 01 ° 05'22" West a distance of 94.0 feet;
thence South 88°54'38" East a distance of 25.0 feet;
Thence South 01°05'22" West a distance of 121.39 feet;
Thence North 41°19' East a distance of 38.8 feet;
Thence North 01°05'22" East a distance of 185.4 feet to the Westerly margin of the aforesaid lands conveyed to Great Northern Railway Company;
Thence North 88 ° 54'38" West a distance of 50.13 feet to the True Point of Beginning;

TOGETHER WITH that portion of Government Lot 4, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°14'33" West, along the West line thereof, a distance of 420.38 feet to the Northwest corner of the Glen Johnson parcel;
Thence continue South 01°14'33" West, along said West line, a distance of 94.00 feet to the True Point of Beginning;
Thence South 88°45'27" East, at right angles to said West line, a distance of 25.00 feet;
Thence South 01°14'33" West, parallel with said West line, a distance of 121.39 feet;

Thence North 66°11'15" West, on the Northwesterly extension of the Southerly line of the Northwest Pipeline parcel, a distance of 27.07 feet to a point on the West line of said Government Lot 4 which is 111.00 feet South of the True Point of Beginning.
Thence North 01°14'33" East, along said West line, a distance of 111.00 feet to the True Point of Beginning;

ALSO TOGETHER WITH that portion of Government Lot 3, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West, along the East line thereof, a distance of 1443.95 feet to the True Point of Beginning;

Thence North 88°45'27" West a distance of 108.02 feet;

Thence North 35°22'35" West a distance of 84.03 feet;

Thence North 60°18'20" West a distance of 62.27 feet;

Thence South 87°54'05" West a distance of 108.77 feet;

Thence South 29°03'46" West a distance of 105.06 feet;

Thence North 85°39'29" West a distance of 255.66 feet;

Thence North 60°47'21" West a distance of 123.42 feet;

Thence North 39°15'04" West a distance of 125.46 feet;

Thence North 52°52'47" West a distance of 312.68 feet;

Thence North 45°11'10" West a distance of 111.08 feet;

Thence North 35°26'21" West a distance of 258.68 feet;

Thence North 17°03'12" West a distance of 118.49 feet;

Thence North 08°46'20" West a distance of 319.68 feet;

Thence North 18°23'08" East a distance of 77.40 feet;

Thence North 30°39'59" East a distance of 210.36 feet;

Thence North 25°21'55" East a distance of 135.20 feet to a point on the North line of said Government Lot 3 which bears North 88°56'15" West a distance of 1216.01 feet from the Northeast corner thereof;

Thence North 88°56'15" West a distance of 877 feet, more or less, to the line of ordinary high tide of the Stillaguamish River;

Thence Southeasterly, along said line of ordinary high tide, to the East line of said Government Lot 3;

Thence North 01°14'33" East, along said East line, a distance of 554 feet, more or less, to the True Point of Beginning;

Situate in Snohomish County, Washington.

Address: 11203 State Route 532, Stanwood, WA 98292.

2. **LEASE TERM:** The barn is leased for a term of one (1) year, commencing August __, 2019, and terminating September __, 2020.

3. **RENT:** Lessee shall pay rent in the amount of \$ 100.00 per month for the above premises, payable on or before the __ day of each month of the lease term, commencing August __, 2019. As additional rent Lessee shall pay to Lessor with the monthly rent a sum equal to 12.84% of the monthly rent (\$51.36) for leasehold excise tax for a total monthly rental payment of \$451.36. Said

additional rent rate shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. Lessor shall give written notice to Lessee of any change in the leasehold excise tax rate.

4. **LATE CHARGE:** Rent payment received by Lessor after the ____th day of the month shall include a late payment charge of \$20.00, which charge shall constitute additional rent due hereunder. PROVIDED, however, that Lessor shall not, by accepting a late payment charge, waive Lessor's right to be paid per the terms of this contract.

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. **UTILITIES:** Lessee shall take precautions for the preservation of the septic drainfield as follows:

- (a) Lessee shall not add any septic tank additives to the septic system;
- (b) Lessee shall not flush harmful materials into the septic tank such as grease, cooking fats, newspaper, paper towels, facial tissue, rags, coffee grounds, sanitary napkins or tampons, disposable diapers, cigarettes, solvents, oils, paint, pesticides, etc.
- (c) Lessee shall not permit traffic such as vehicles, heavy equipment or livestock to enter the septic drainfield area.

7. **USE OF THE PREMISES:** The leased premises shall be used for hay storage. Lessee shall not permit the residence to be used for any purpose other than for storage for hay.

Lessee shall not use said premises, or any part thereof, for any illegal purpose. Lessee agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

Hazardous Substances: Lessee covenants and agrees that Lessee will not generate, process, store, transport, handle or dispose of any Hazardous Substances on the property which is the subject of this Lease or permit any person under Lessee's control to do so.

"Hazardous Substance" means any substance which now or hereafter becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law relating to environmental protection, contamination or cleanup.

Lessee shall immediately notify Lessor if Lessee becomes aware of any Hazardous Substance problem or liability with respect to the property which is the subject of this Lease, any actual or alleged violation with respect to said property of any federal, state or local statute, ordinance, rule, regulation or other laws pertaining to Hazardous Substances, or any lien or action with respect to any of the foregoing.

Lessee shall, at her sole expense, take all actions as may be necessary or advisable for the cleanup of Hazardous Substances released by Lessee or any person under her control, without limitation, all removal, containment and remedial actions in accordance with all applicable laws and in all events in a manner satisfactory to Lessor, and shall further pay or cause to be paid all cleanup, administrative and enforcement costs of governmental agencies if obligated to do so by contract or law.

8. **RISK OF LOSS:** Lessee agrees that all personal property kept at the lease premises by Lessee shall be at the risk of Lessee. Lessee further agrees not to hold Lessor liable in any manner or on account of any loss or damage sustained by action of any third party, fire, water, theft or elements.

Lessee acknowledges that Lessor does not insure Lessee's property kept at the lease premises, and it shall be Lessee's responsibility to secure Lessee's own insurance if Lessee so desires. Lessor's casualty insurance upon the leased premises is for the benefit of Lessor and will not benefit Lessee or provide any coverage for Lessee's contents or possessions.

9. **LESSEE DUTIES:** Lessee agrees to:

- (a) Keep the premises in clean and sanitary condition;
- (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Lessee;
- (c) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, nor permit any member of Lessee's family, any person invited to the premises by Lessee, or any person acting under Lessee's control to do so;
- (d) Not permit a nuisance or common waste;
- (e) Not disturb neighbors;
- (f) Not keep or have on the leased premises any article or substance that is illegal to possess. Identification of such an article or substance shall be grounds for immediate eviction;
- (g) Not engage in criminal activity involving crimes of physical violence to persons or property, nor permit any member of Lessee's family, any person invited to the premises by Lessee, or any person acting under Lessee's control to do so;
- (h) Not engage in any illegal gang-related activity, and not permit any member of Lessee's family, any person invited to the premises by Lessee, or any person acting under Lessee's control to do so; "illegal gang" refers to a group of people involved in organized illegal activity or antisocial behavior, or a member of such group.

10. **LESSOR DUTIES:** Lessor agrees to maintain the premises as required by applicable law; PROVIDED, that Lessor shall have no duty to repair a defective condition, at Lessor's expense, where the defective condition was caused by the conduct of the Lessee, or Lessee's family, invitee or

other person acting under Lessee's control, or where Lessee unreasonably fails to allow the Lessor access to the lease premises for purposes of repair.

11. **ALTERATIONS:** Lessee agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Lessor.

12. **ASSIGNMENT AND SUBLETTING:** This lease shall not be assigned, nor shall all or any part of the lease premises be sublet, nor shall accommodations be given to any roomers or lodgers, by Lessee or by operation of law or otherwise, without the prior written consent of Lessor.

13. **INSPECTION:** Lessee agrees that Lessee has made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises to be made by Lessor.

14. **ACCESS BY LESSOR:** Lessor shall have the right to place and maintain "for rent" and/or "for sale" signs in a conspicuous place on the lease premises for thirty (30) days prior to the expiration of this lease. Lessor, or Lessor's agent, shall have the right to access to the premises for the purpose of:

- (a) Inspection;
- (b) Repairs, alterations or improvements;
- (c) To exhibit or display the premises to prospective or actual purchasers, mortgagees, Lessees, workmen or contractors.

Except in the case of emergency or if it is impracticable to do so, Lessor shall give Lessee two days advance written notice of intent to enter for purposes of (a) and (b) above, and one day advance written notice of intent to enter for purposes of (c) above. Notice shall be deemed given when posted upon the premises. Access shall be at reasonable times, except in case of emergency or abandonment.

15. **DEFAULT:** If any rents above reserved, or any part thereof, shall be or remain unpaid when the same become due, or if Lessee shall violate or default in any of the covenants, agreements or terms of this lease, then it shall be the option of Lessor to declare this lease terminated. Upon termination of the lease on account of Lessee's default, Lessor shall have the right to re-enter the premises and remove all persons and property therefrom, but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided herein shall not be relinquished or extinguished for the balance of the lease term.

In the event Lessor is required to retain the services of an attorney and/or process server to serve notices as required by RCW 59.12.030, Lessee shall pay Lessor \$100.00 for each occasion upon which any such notice is served in compensation for Lessor's expenses in connection with such notices, which sum shall constitute additional rent due hereunder.

16. **ATTORNEY'S FEES:** Should a dispute arise between the parties with respect to this lease, the substantially prevailing party in such a dispute shall have the right to damages, including reasonable attorney's fees and costs of litigation. If as a result of Lessee's default, Lessor retains the

services of an attorney to enforce this lease, Lessee shall reimburse Lessor for attorney's fees and costs incurred in such enforcement, which fees and costs shall constitute additional rent hereunder.

17. **SURRENDER OF LEASE PREMISES:** At the end of the lease term, or at such other time as the lease may be terminated, Lessee agrees to surrender the lease premises in good, clean condition and to remove all personal property, junk and debris from the leased premises.

18. **MONTH-TO-MONTH TENANCY AFTER LEASE TERM:** In the event Lessee continues with the permission of Lessor to rent the premises after the expiration of the lease term, said tenancy shall be deemed a month-to-month tenancy, which may be terminated by either Lessor or Lessee giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt. No partial credit shall be given for vacating the premises prior to the end of the last day in the final month of tenancy. In the event of a month-to-month tenancy after expiration of the lease term, all other terms and conditions of this lease shall remain in full force and effect.

19. **SEVERABILITY:** If any provision of this lease shall be declared unlawful or invalid in any respect, said declaration shall not affect the validity of any other provision of this lease.

IN WITNESS WHEREOF, Lessee and Lessor have hereunto set their hands and seals the day and year first above written.

CITY OF STANWOOD, Lessor

By _____
LEONARD KELLEY, Mayor

KARL KRISS, Lessee

LEASE AGREEMENT

THIS LEASE made this ___ day of August, 2019, between the CITY OF STANWOOD, a municipal corporation of the State of Washington, hereinafter called the "Landlord," and NICOLE WOGE hereinafter called the "Tenant."

Landlord and Tenant do contract and agree upon the following terms and conditions:

1. **PROPERTY LEASED:** The property which is the subject of this lease is situated in Snohomish County, Washington and legally described as:

The residences and farm buildings located on the following-described property:

New Parcel A

A tract of land out of Government Lot 4, Section 23, Township 32 North, Range 3 East of the Willamette Meridian, in Snohomish County, Washington, lying Westerly of lands conveyed to Great Northern Railway Company by deeds recorded May 18, 1965, under Auditor's File Numbers 1780117, 1781531, 1781532, 1781533, 1781534 and 1781535, records of Snohomish County, Washington and by Judgment and Decree of Appropriation in Superior Court Cause No. 82547 and Northerly of a private road running approximately 110 feet Northeasterly of and parallel with the meander line marking the Southerly boundary of said Government Lot 4, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°05'22" West along the West line of said Government Lot 4 a distance of 420.38 feet to the True Point of Beginning;
Thence continuing South 01 ° 05'22" West a distance of 94.0 feet;
thence South 88°54'38" East a distance of 25.0 feet;
Thence South 01°05'22" West a distance of 121.39 feet;
Thence North 41°19' East a distance of 38.8 feet;
Thence North 01°05'22" East a distance of 185.4 feet to the Westerly margin of the aforesaid lands conveyed to Great Northern Railway Company;
Thence North 88 ° 54'38" West a distance of 50.13 feet to the True Point of Beginning;

TOGETHER WITH that portion of Government Lot 4, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°14'33" West, along the West line thereof, a distance of 420.38 feet to the Northwest corner of the Glen Johnson parcel;
Thence continue South 01°14'33" West, along said West line, a distance of 94.00 feet to the True Point of Beginning;
Thence South 88°45'27" East, at right angles to said West line, a distance of 25.00 feet;

Thence South 01°14'33" West, parallel with said West line, a distance of 121.39 feet;
Thence North 66°11'15" West, on the Northwesterly extension of the Southerly line of the Northwest Pipeline parcel, a distance of 27.07 feet to a point on the West line of said Government Lot 4 which is 111.00 feet South of the True Point of Beginning.
Thence North 01°14'33" East, along said West line, a distance of 111.00 feet to the True Point of Beginning;

ALSO TOGETHER WITH that portion of Government Lot 3, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West, along the East line thereof, a distance of 1443.95 feet to the True Point of Beginning;

Thence North 88°45'27" West a distance of 108.02 feet;

Thence North 35°22'35" West a distance of 84.03 feet;

Thence North 60°18'20" West a distance of 62.27 feet;

Thence South 87°54'05" West a distance of 108.77 feet;

Thence South 29°03'46" West a distance of 105.06 feet;

Thence North 85°39'29" West a distance of 255.66 feet;

Thence North 60°47'21" West a distance of 123.42 feet;

Thence North 39°15'04" West a distance of 125.46 feet;

Thence North 52°52'47" West a distance of 312.68 feet;

Thence North 45°11'10" West a distance of 111.08 feet;

Thence North 35°26'21" West a distance of 258.68 feet;

Thence North 17°03'12" West a distance of 118.49 feet;

Thence North 08°46'20" West a distance of 319.68 feet;

Thence North 18°23'08" East a distance of 77.40 feet;

Thence North 30°39'59" East a distance of 210.36 feet;

Thence North 25°21'55" East a distance of 135.20 feet to a point on the North line of said Government Lot 3 which bears North 88°56'15" West a distance of 1216.01 feet from the Northeast corner thereof;

Thence North 88°56'15" West a distance of 877 feet, more or less, to the line of ordinary high tide of the Stillaguamish River;

Thence Southeasterly, along said line of ordinary high tide, to the East line of said Government Lot 3;

Thence North 01°14'33" East, along said East line, a distance of 554 feet, more or less, to the True Point of Beginning;

Situate in Snohomish County, Washington.

Address: 11203 State Route 532, Stanwood, WA 98292.

This lease includes only the real property bounded by the leased structures and the driveways adjacent thereto; provided that use of the driveways is nonexclusive and shared with Landlord and adjacent property owners.

2. **LEASE TERM:** The premises are leased for a term of one (1) year, commencing August ___, 2019, and terminating September ___, 2020; provided, Tenant may terminate this lease at any time upon giving thirty days' advance written notice to Landlord, which notice must be received at least 30 days prior to the intended date of vacation and 30 days prior to the date rent is due, excluding date of receipt.

3. **RENT:** Tenant shall pay rent in the amount of \$ 600.00 per month for the above premises, payable in advance on or before the ___th day of each month of the lease term. As additional rent Tenant shall pay to Landlord with the monthly rent a sum equal to 12.84% of the monthly rent (\$77.04) for said amount includes leasehold excise tax for a total monthly rental payment of \$677.04. Said additional rent rate shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. Landlord shall give written notice to Tenant of any change in the leasehold excise tax rate of 4% imposed pursuant to Chapter 3.32 SMC.

4. **LATE CHARGE:** Rent payment received by Landlord after the ___th day of the month shall include a late payment charge of \$30.00, which charge shall constitute additional rent due hereunder. PROVIDED, however, that Landlord shall not, by accepting a late payment charge, waive Landlord's right to be paid per the terms of this contract.

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. **UTILITIES:** Tenant shall pay for and keep current the payment of all utilities supplied to the premises during the lease term.

Tenant shall take precautions for the preservation of the septic drainfield as follows:

- (a) Tenant shall not add any septic tank additives to the septic system;
- (b) Tenant shall not flush harmful materials into the septic tank such as grease, cooking fats, newspaper, paper towels, facial tissue, rags, coffee grounds, sanitary napkins or tampons, disposable diapers, cigarettes, solvents, oils, paint, pesticides, etc.
- (c) Tenant shall not install or use a garbage disposal or grinder;
- (d) Tenant shall not permit traffic such as vehicles, heavy equipment or livestock to enter the septic drainfield area.

7. **LEAD-BASED PAINT:** The subject residence was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency

(EPA) and the Department of Housing and Urban Development (HUD). Tenant was the prior owner of the premises. Accordingly, the lead paint disclosure and receipt of the lead paint brochure are hereby waived.

8. **MOLD HAZARDS INFORMATION:** Tenant was the prior owner of the premises. Accordingly, the mold disclosures are hereby waived.

9. **USE OF THE PREMISES:** There is one residence subject to this lease. Tenant agrees that only this residence will be occupied. Other residences or structures shall not be allowed for use by Tenant. The occupied premise will be used as the residence for the following occupants:

Tenant shall permit no guest to stay in the two unoccupied residences and shall allow no guest to stay in the occupied residence for longer than two weeks without advance written permission of Landlord. Tenant shall not permit the residence portion of the leased premises to be used for any purpose other than that of a residence.

All such use shall be at the sole risk of the owners of the property being stored.

Tenant shall not use said premises, or any part thereof, for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

Hazardous Substances: Tenant covenants and agrees that Hazardous Substances will not be generated, processed, stored, transported, handled or disposed of on the property which is the subject of this Lease by any person or entity, except in accordance with all applicable laws.

"Hazardous Substance" means any substance which now or hereafter becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law relating to environmental protection, contamination or cleanup.

Tenant shall immediately notify Landlord if Tenant becomes aware of any Hazardous Substance problem or liability with respect to the property which is the subject of this Lease, any actual or alleged violation with respect to said property of any federal, state or local statute, ordinance, rule, regulation or other laws pertaining to Hazardous Substances, or any lien or action with respect to any of the foregoing. Tenant shall, at its sole expense, take all actions as may be necessary or advisable for the cleanup of Hazardous Substances with respect to the property including, without limitation, all removal, containment and remedial actions in accordance with all applicable laws and in all events in a manner satisfactory to Landlord, and shall further pay or cause to be paid all cleanup, administrative and enforcement costs of governmental agencies if obligated to do so by contract or law.

Landlord is hereby authorized to enter the property which is the subject of this Lease, including the interior of nonresidential structures, at reasonable times, and after reasonable notice, for the purposes

of inspecting the property to determine Tenant's compliance with this paragraph.

10. **RISK OF LOSS:** Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of any third party, fire, water, theft or elements.

Tenant acknowledges that Landlord does not insure Tenant's property kept at the lease premises, and it shall be Tenant's responsibility to secure Tenant's own insurance. Landlord's casualty insurance upon the leased premises is for the benefit of Landlord, and will not benefit Tenant or provide any coverage for Tenant's contents or possessions.

11. **TENANT DUTIES:** Tenant agrees to:

- (a) Keep the premises in clean and sanitary condition;
- (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Tenant;
- (c) Properly use and operate all electrical, gas, heating and plumbing fixtures and appliances;
- (d) Maintain the smoke detection and carbon monoxide alarm devices in the premises in accordance with the manufacturer's recommendations including the replacement of batteries where required for the proper operation of the smoke detection and carbon monoxide alarm devices;
- (e) Mow the lawn and water the lawn and shrubbery (unless limited by government-imposed watering restrictions); keep the lawn, flowers and shrubbery thereon in good order and condition; keep the sidewalk surrounding said premises free and clear of all obstructions;
- (f) Replace in a neat and workmanlike manner all glass and doors broken during occupancy;
- (g) Use precaution against freezing of water or waste pipes and stoppage of the same in and about said premises, and not leave water running in the kitchen, bathroom, laundry or elsewhere;
- (h) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (i) Not permit a nuisance or common waste;
- (j) Not disturb neighbors;
- (k) Not engage in living or housekeeping habits resulting in damage to the lease premises;
- (l) Not keep or have on the leased premises any article or substance that is illegal to possess. Identification of such an article or substance shall be grounds for immediate eviction;

- (l) Not engage in criminal activity involving crimes of physical violence to persons or property, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (m) Not engage in any illegal gang-related activity, and not permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so; "illegal gang" refers to a group of people involved in organized illegal activity or antisocial behavior, or a member of such group.

In compliance with RCW 59.18.060, Tenant is notified that there is a smoke detection device in the lease premises as required by RCW 43.44.110. Tenant is informed of Tenant's responsibility to maintain the smoke detection device in proper operating condition as specified by the manufacturer, including replacement of batteries where required. Failure to comply with RCW 43.44.110 is punishable by a fine of not more than \$200.00.

Tenant is notified that there is a carbon monoxide alarm in the lease premises as required by RCW 19.27.530. Tenant is required to maintain the carbon monoxide alarm as specified by the manufacturer, including the replacement of batteries.

12. **LANDLORD DUTIES:** Landlord agrees to maintain the premises as required by applicable law; PROVIDED, that Landlord shall have no duty to repair a defective condition, at Landlord's expense, where the defective condition was caused by the conduct of the Tenant, or Tenant's family, invitee or other person acting under Tenant's control, or where Tenant unreasonably fails to allow the Landlord access to the lease premises for purposes of repair.

13. **ALTERATIONS:** Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.

14. **PETS AND ANIMALS:** The following pets and animals are permitted inside the residential portions of the leased premises:

Tenant's pets and farm animals are permitted outside the residences and within the outbuildings, provided that such animals shall at all time be under full control of Tenant. Tenant agrees to pay the Landlord in full for any damages caused by Tenant's pets and/or farm animals. Tenant shall be solely responsible for any injuries caused by Tenant's pets and/or farm animals. Tenant covenants and agrees to defend, indemnify and hold Landlord harmless from any and all claims, causes of action, personal injuries and/or damages caused by Tenants pets and/or farm animals. Tenant represents to Landlord that none of the pets or farm animals kept at the leased premises have ever attacked and/or bitten another domestic animal or a human being and are not dangerous to human beings or other domestic animals.

15. **ASSIGNMENT AND SUBLETTING:** This lease shall not be assigned, nor shall all or any part of the lease premises be sublet, nor shall accommodations be given to any roomers or lodgers, by Tenant or by operation of law or otherwise, without the prior written consent of Landlord.

16. **INSPECTION:** Tenant agrees that Tenant has made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises to be made by Landlord.

17. **ACCESS BY LANDLORD:** Landlord shall have the right to place and maintain "for rent" and/or "for sale" signs in a conspicuous place on the lease premises for thirty (30) days prior to the expiration of this lease. Landlord, or Landlord's agent, shall have the right to access to the premises for the purpose of:

- (a) Inspection;
- (b) Repairs, alterations or improvements;
- (c) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

Except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant two days advance written notice of intent to enter for purposes of (a) and (b) above, and one day advance written notice of intent to enter for purposes of (c) above. Notice shall be deemed given when posted upon the premises. Access shall be at reasonable times, except in case of emergency or abandonment.

18. **DEFAULT:** If any rents above reserved, or any part thereof, shall be or remain unpaid when the same become due, or if Tenant shall violate or default in any of the covenants, agreements or terms of this lease, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property therefrom, but notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the lease term.

In the event Landlord is required to retain the services of an attorney and/or process server to serve notices as required by RCW 59.12.030, Tenant shall pay Landlord \$100.00 for each occasion upon which any such notice is served in compensation for Landlord's expenses in connection with such notices, which sum shall constitute additional rent due hereunder.

19. **ATTORNEY'S FEES:** Should a dispute arise between the parties with respect to this lease, the substantially prevailing party in such a dispute shall have the right to damages, including reasonable attorney's fees and costs of litigation. If as a result of Tenant's default, Landlord retains the services of an attorney to enforce this lease, Tenant shall reimburse Landlord for attorney's fees and costs incurred in such enforcement, which fees and costs shall constitute additional rent hereunder.

20. **SURRENDER OF LEASE PREMISES:** At the end of the lease term, or at such other time as the lease may be terminated, Tenant agrees to surrender the lease premises in good, clean condition and to remove all personal property, junk and debris from the leased premises.

21. **MONTH-TO-MONTH TENANCY AFTER LEASE TERM:** In the event Tenant continues with the permission of Landlord to rent the premises after the expiration of the lease term, said tenancy shall be deemed a month-to-month tenancy, which may be terminated by either Landlord or Tenant giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt. No partial credit shall be given for vacating the premises prior to the end of the last day in the final month of tenancy. In the event of a month-to-month tenancy after expiration of the lease term, all other terms and conditions of this lease shall remain in full force and effect.

22. **SEVERABILITY:** If any provision of this lease shall be declared unlawful or invalid in any respect, said declaration shall not affect the validity of any other provision of this lease.

IN WITNESS WHEREOF, Tenant and Landlord have hereunto set their hands and seals the day and year first above written.

CITY OF STANWOOD, Landlord

By _____
LEONARD KELLEY, Mayor

Nicole Woge, Tenant

LEASE AGREEMENT

THIS LEASE made this ____th day of August, 2019, between the CITY OF STANWOOD, a municipal corporation of the State of Washington, hereinafter called the "Landlord," and JEREMIAH JOHNSON, hereinafter called the "Tenant."

Landlord and Tenant do contract and agree upon the following terms and conditions:

1. **PROPERTY LEASED:** The property which is the subject of this lease is situated in Snohomish County, Washington and legally described as:

The residence commonly known as 11203 SR 532, Apartment B, Stanwood, WA 98292, located on the following-described property:

New Parcel A

A tract of land out of Government Lot 4, Section 23, Township 32 North, Range 3 East of the Willamette Meridian, in Snohomish County, Washington, lying Westerly of lands conveyed to Great Northern Railway Company by deeds recorded May 18, 1965, under Auditor's File Numbers 1780117, 1781531, 1781532, 1781533, 1781534 and 1781535, records of Snohomish County, Washington and by Judgment and Decree of Appropriation in Superior Court Cause No. 82547 and Northerly of a private road running approximately 110 feet Northeasterly of and parallel with the meander line marking the Southerly boundary of said Government Lot 4, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°05'22" West along the West line of said Government Lot 4 a distance of 420.38 feet to the True Point of Beginning;
Thence continuing South 01 ° 05'22" West a distance of 94.0 feet;
thence South 88°54'38" East a distance of 25.0 feet;
Thence South 01°05'22" West a distance of 121.39 feet;
Thence North 41°19' East a distance of 38.8 feet;
Thence North 01°05'22" East a distance of 185.4 feet to the Westerly margin of the aforesaid lands conveyed to Great Northern Railway Company;
Thence North 88 ° 54'38" West a distance of 50.13 feet to the True Point of Beginning;

TOGETHER WITH that portion of Government Lot 4, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°14'33" West, along the West line thereof, a distance of 420.38 feet to the Northwest corner of the Glen Johnson parcel;
Thence continue South 01°14'33" West, along said West line, a distance of 94.00 feet to the True Point of Beginning;
Thence South 88°45'27" East, at right angles to said West line, a distance of 25.00 feet;

Thence South 01°14'33" West, parallel with said West line, a distance of 121.39 feet;
Thence North 66°11'15" West, on the Northwesterly extension of the Southerly line of the Northwest Pipeline parcel, a distance of 27.07 feet to a point on the West line of said Government Lot 4 which is 111.00 feet South of the True Point of Beginning.
Thence North 01°14'33" East, along said West line, a distance of 111.00 feet to the True Point of Beginning;

ALSO TOGETHER WITH that portion of Government Lot 3, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West, along the East line thereof, a distance of 1443.95 feet to the True Point of Beginning;

Thence North 88°45'27" West a distance of 108.02 feet;

Thence North 35°22'35" West a distance of 84.03 feet;

Thence North 60°18'20" West a distance of 62.27 feet;

Thence South 87°54'05" West a distance of 108.77 feet;

Thence South 29°03'46" West a distance of 105.06 feet;

Thence North 85°39'29" West a distance of 255.66 feet;

Thence North 60°47'21" West a distance of 123.42 feet;

Thence North 39°15'04" West a distance of 125.46 feet;

Thence North 52°52'47" West a distance of 312.68 feet;

Thence North 45°11'10" West a distance of 111.08 feet;

Thence North 35°26'21" West a distance of 258.68 feet;

Thence North 17°03'12" West a distance of 118.49 feet;

Thence North 08°46'20" West a distance of 319.68 feet;

Thence North 18°23'08" East a distance of 77.40 feet;

Thence North 30°39'59" East a distance of 210.36 feet;

Thence North 25°21'55" East a distance of 135.20 feet to a point on the North line of said Government Lot 3 which bears North 88°56'15" West a distance of 1216.01 feet from the Northeast corner thereof;

Thence North 88°56'15" West a distance of 877 feet, more or less, to the line of ordinary high tide of the Stillaguamish River;

Thence Southeasterly, along said line of ordinary high tide, to the East line of said Government Lot 3;

Thence North 01°14'33" East, along said East line, a distance of 554 feet, more or less, to the True Point of Beginning;

Situate in Snohomish County, Washington.

Address: 11203 State Route 532, Stanwood, WA 98292.

2. **LEASE TERM:** The premises are leased for a term of one (1) year, commencing August __, 2019, and terminating September __, 2020.

3. **RENT:** Tenant shall pay rent in the amount of \$ 400.00 per month for the above premises, payable on or before the __ day of each month of the lease term, commencing August __,

2019. As additional rent Tenant shall pay to Landlord with the monthly rent a sum equal to 12.84% of the monthly rent (\$51.36) for leasehold excise tax for a total monthly rental payment of \$451.36. Said additional rent rate shall be modified in accordance with any change in the leasehold excise tax rate occurring during the term of this Lease, or any extension or holdover thereof, which modification shall be effective on the date the tax rate changes. Landlord shall give written notice to Tenant of any change in the leasehold excise tax rate.

4. **LATE CHARGE:** Rent payment received by Landlord after the ____th day of the month shall include a late payment charge of \$20.00, which charge shall constitute additional rent due hereunder. PROVIDED, however, that Landlord shall not, by accepting a late payment charge, waive Landlord's right to be paid per the terms of this contract.

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. **UTILITIES:** Tenant shall pay for and keep current the payment of all utilities supplied to the premises during the lease term.

Tenant shall take precautions for the preservation of the septic drainfield as follows:

- (a) Tenant shall not add any septic tank additives to the septic system;
- (b) Tenant shall not flush harmful materials into the septic tank such as grease, cooking fats, newspaper, paper towels, facial tissue, rags, coffee grounds, sanitary napkins or tampons, disposable diapers, cigarettes, solvents, oils, paint, pesticides, etc.
- (c) Tenant shall not install or use a garbage disposal or grinder;
- (d) Tenant shall not permit traffic such as vehicles, heavy equipment or livestock to enter the septic drainfield area.

7. **LEAD-BASED PAINT:** The subject residence was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD). A "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" is **ATTACHMENT A** to this agreement.

8. **MOLD HAZARDS INFORMATION:** In compliance RCW 59.18.060(13) Landlord hereby provides Tenant with the information on the health hazards associated with exposure to indoor mold and details on how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold issued by the Washington State Department of Health, attached hereto as **ATTACHMENT B**.

9. **USE OF THE PREMISES:** The leased premises shall be used as the residence for the following occupants: Tenant only . Tenant shall allow no guest to stay in the residence for longer than two weeks without advance written permission of Landlord. Tenant shall not permit the residence to be used for any purpose other than that of a residence. Tenant shall not have any right to use any of the outbuildings located on the property on which the residence is situated.

Tenant shall not use said premises, or any part thereof, for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

Hazardous Substances: Tenant covenants and agrees that Tenant will not generate, process, store, transport, handle or dispose of any Hazardous Substances on the property which is the subject of this Lease or permit any person under Tenant's control to do so.

"Hazardous Substance" means any substance which now or hereafter becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law relating to environmental protection, contamination or cleanup.

Tenant shall immediately notify Landlord if Tenant becomes aware of any Hazardous Substance problem or liability with respect to the property which is the subject of this Lease, any actual or alleged violation with respect to said property of any federal, state or local statute, ordinance, rule, regulation or other laws pertaining to Hazardous Substances, or any lien or action with respect to any of the foregoing. Tenant shall, at her sole expense, take all actions as may be necessary or advisable for the cleanup of Hazardous Substances released by Tenant or any person under her control, without limitation, all removal, containment and remedial actions in accordance with all applicable laws and in all events in a manner satisfactory to Landlord, and shall further pay or cause to be paid all cleanup, administrative and enforcement costs of governmental agencies if obligated to do so by contract or law.

10. **RISK OF LOSS:** Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of any third party, fire, water, theft or elements.

Tenant acknowledges that Landlord does not insure Tenant's property kept at the lease premises, and it shall be Tenant's responsibility to secure Tenant's own insurance if Tenant so desires. Landlord's casualty insurance upon the leased premises is for the benefit of Landlord and will not benefit Tenant or provide any coverage for Tenant's contents or possessions.

11. **TENANT DUTIES:** Tenant agrees to:

- (a) Keep the premises in clean and sanitary condition;
- (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Tenant;
- (c) Properly use and operate all electrical, gas, heating and plumbing fixtures and appliances;

- (d) Maintain the smoke detection and carbon monoxide alarm devices in the premises in accordance with the manufacturer's recommendations including the replacement of batteries where required for the proper operation of the smoke detection and carbon monoxide alarm devices;
- (e) Mow the lawn and water the lawn and shrubbery (unless limited by government-imposed watering restrictions); keep the lawn, flowers and shrubbery thereon in good order and condition; keep the sidewalk surrounding said premises free and clear of all obstructions;
- (f) Replace in a neat and workmanlike manner all glass and doors broken during occupancy;
- (g) Use precaution against freezing of water or waste pipes and stoppage of the same in and about said premises, and not leave water running in the kitchen, bathroom, laundry or elsewhere;
- (h) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (i) Not permit a nuisance or common waste;
- (j) Not disturb neighbors;
- (k) Not engage in living or housekeeping habits resulting in damage to the lease premises;
- (l) Not keep or have on the leased premises any article or substance that is illegal to possess. Identification of such an article or substance shall be grounds for immediate eviction;
- (l) Not engage in criminal activity involving crimes of physical violence to persons or property, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (m) Not engage in any illegal gang-related activity, and not permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so; "illegal gang" refers to a group of people involved in organized illegal activity or antisocial behavior, or a member of such group.

In compliance with RCW 59.18.060, Tenant is notified that there is a smoke detection device in the lease premises as required by RCW 43.44.110. Tenant is informed of Tenant's responsibility to maintain the smoke detection device in proper operating condition as specified by the manufacturer, including replacement of batteries where required. Failure to comply with RCW 43.44.110 is punishable by a fine of not more than \$200.00.

Tenant is notified that there is a carbon monoxide alarm in the lease premises as required by RCW 19.27.530. Tenant is required to maintain the carbon monoxide alarm as specified by the manufacturer, including the replacement of batteries.

12. **LANDLORD DUTIES:** Landlord agrees to maintain the premises as required by applicable law; PROVIDED, that Landlord shall have no duty to repair a defective condition, at Landlord's expense, where the defective condition was caused by the conduct of the Tenant, or Tenant's family, invitee or other person acting under Tenant's control, or where Tenant unreasonably fails to allow the Landlord access to the lease premises for purposes of repair.

13. **ALTERATIONS:** Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.

14. **PETS AND ANIMALS:** The following pets and animals are permitted inside the residential portions of the leased premises:

Tenant agrees to pay the Landlord in full for any damages caused by Tenant's pets. Tenant shall be solely responsible for any injuries caused by Tenant's pets. Tenant covenants and agrees to defend, indemnify and hold Landlord harmless from any and all claims, causes of action, personal injuries and/or damages caused by Tenants pets. Tenant represents to Landlord that none of the pets kept at the leased premises have ever attacked and/or bitten another domestic animal or a human being and are not dangerous to human beings or other domestic animals.

15. **ASSIGNMENT AND SUBLETTING:** This lease shall not be assigned, nor shall all or any part of the lease premises be sublet, nor shall accommodations be given to any roomers or lodgers, by Tenant or by operation of law or otherwise, without the prior written consent of Landlord.

16. **INSPECTION:** Tenant agrees that Tenant has made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises to be made by Landlord.

17. **ACCESS BY LANDLORD:** Landlord shall have the right to place and maintain "for rent" and/or "for sale" signs in a conspicuous place on the lease premises for thirty (30) days prior to the expiration of this lease. Landlord, or Landlord's agent, shall have the right to access to the premises for the purpose of:

- (a) Inspection;
- (b) Repairs, alterations or improvements;
- (c) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

Except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant two days advance written notice of intent to enter for purposes of (a) and (b) above, and one day advance written notice of intent to enter for purposes of (c) above. Notice shall be deemed given when posted upon the premises. Access shall be at reasonable times, except in case of emergency or abandonment.

18. **DEFAULT:** If any rents above reserved, or any part thereof, shall be or remain unpaid when the same become due, or if Tenant shall violate or default in any of the covenants, agreements or terms of this lease, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property therefrom, but notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the lease term.

In the event Landlord is required to retain the services of an attorney and/or process server to serve notices as required by RCW 59.12.030, Tenant shall pay Landlord \$100.00 for each occasion upon which any such notice is served in compensation for Landlord's expenses in connection with such notices, which sum shall constitute additional rent due hereunder.

19. **ATTORNEY'S FEES:** Should a dispute arise between the parties with respect to this lease, the substantially prevailing party in such a dispute shall have the right to damages, including reasonable attorney's fees and costs of litigation. If as a result of Tenant's default, Landlord retains the services of an attorney to enforce this lease, Tenant shall reimburse Landlord for attorney's fees and costs incurred in such enforcement, which fees and costs shall constitute additional rent hereunder.

20. **SURRENDER OF LEASE PREMISES:** At the end of the lease term, or at such other time as the lease may be terminated, Tenant agrees to surrender the lease premises in good, clean condition and to remove all personal property, junk and debris from the leased premises.

21. **MONTH-TO-MONTH TENANCY AFTER LEASE TERM:** In the event Tenant continues with the permission of Landlord to rent the premises after the expiration of the lease term, said tenancy shall be deemed a month-to-month tenancy, which may be terminated by either Landlord or Tenant giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt. No partial credit shall be given for vacating the premises prior to the end of the last day in the final month of tenancy. In the event of a month-to-month tenancy after expiration of the lease term, all other terms and conditions of this lease shall remain in full force and effect.

22. **SEVERABILITY:** If any provision of this lease shall be declared unlawful or invalid in any respect, said declaration shall not affect the validity of any other provision of this lease.

IN WITNESS WHEREOF, Tenant and Landlord have hereunto set their hands and seals the day and year first above written.

CITY OF STANWOOD, Landlord

By _____
LEONARD KELLEY, Mayor

JEREMIAH JOHNSON, Tenant



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d
DATE: July 1, 2019
SUBJECT: Authorize PACE Contract for IS4 – Phase 1: Bid Documents
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A) PACE's Notification Letter of Purchasing SDA
B) PACE Scope of Work and Fees

ISSUE

The issue in front of the Council is to authorize the Mayor to sign a Professional Service Agreement (PSA) with PACE Engineers for plans, specifications and engineering (PS&E) for phase 1 of the Irvine Slough Stormwater Separation project.

RECOMMENDATION

Staff recommends approval of the PSA with PACE.

SUMMARY STATEMENT

The City has been working on the IS4 project for several years and with recent Floodplains by Design funding is moving forward with phase 1. The scope of work for phase 1 includes engineering support to complete bid documents for modification of the existing Irvine slough storm water pump station, associated pipe conveyance and installation of a fourth pump, power supply and controls.

DISCUSSION

The City has a PSA (agreement #2016-49) with Site Development Associates (SDA). SDA, now part of PACE Engineers (attachment A), has worked on the preliminary layout of a new pump station at 92nd and SR532, preliminary layout of a new conveyance system and an upgrade to the current Irvine Slough Pump Station.

The IS4 project is moving along with the design of phase 1. The phase 1 Scope of Work will complete 100% design and bid documents to allow for new west end conveyance and pump design.

Instead of issuing a supplement to SDA's agreement, a new agreement between the City and PACE should be entered into.

COMMITTEE RECOMMENDATION

The public works committee recommended approval of the agreement.

FINANCIAL IMPACT

There is \$1,000,000 in the current budget.

Project Budget	\$1,000,000
Expenditures to Date	\$93,995.10
PACE (Proposed Contract)	\$56,590.65
REMAINING BUDGET	\$849,414.25

COUNCIL OPTIONS

- 1) Authorize the Mayor to sign the agreement
- 2) Direct staff to areas of concern

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PACE TO PROVIDE PLANS, SPECIFICATIONS AND ENGINEERING FOR PHASE 1 OF THE IRVINE SLOUGH STORMWATER SEPARATION PROJECT NOT TO EXCEED \$56,590.65

ASSIGNMENT OF CONTRACT

This Assignment of Contract ("Assignment") is effective as of March 1, 2019 ("Effective Date") by and among Site Development Associates, LLC, a Washington limited liability company whose address is 1724 W Marine Drive Suite 140, Everett, Washington, 98201-2088 ("Assignor"), PACE Engineers, Inc., a Washington corporation whose address is 11255 Kirkland Way, Suite 300 Kirkland, Washington 98033 ("Assignee"), and The City of Stanwood, whose address is 10220 270th Street NW Stanwood, Washington 98292 ("Client").

RECITALS

WHEREAS, Assignor has sold all its assets to Assignee effective as of March 1st, 2019, including its open contracts with Assignor's various clients; and,

WHEREAS, Assignee has hired substantially all Assignor's employees, and is providing the same services as Assignee was providing; and,

WHEREAS, Client and Assignor are parties to that contract described as follows (the "Contract"):

Job Name: Stanwood IS4 Project

WHEREAS, the Contract work is incomplete and Client, Assignee, and Assignor all wish for Assignee to continue the services called for under the Contract;

NOW THEREFORE, the parties agree as follows:

1. Assignor has assigned all of its rights, obligations and interest in the contract to Assignee. Client hereby consents to the assignment and Assignee has agreed to assume all obligations of Assignor under the Contract. Assignee will fulfill the obligations of Assignor under the terms and conditions of the Contract.

2. Assignor is hereby released from the Contract and Assignee shall be deemed for all purposes to be the contracting party with Client under the Contract.

3. Except as explicitly amended hereby, all terms of the Contract remain in full force and effect, and Client, Assignee, and Assignor all represent that they are unaware of any default by either party under the Contract as of March 1, 2019. An outstanding balance owing under the Contract by Client is not to be construed as a default for purposed of the previous sentence.

4. The Recitals set forth above are incorporated herein by reference. This Assignment may be executed in multiple counterparts, all of which taken together shall constitute a single agreement.

ASSIGNOR:
SDA ENGINEERS, LLC

By: William Helsley
William Helsley, Owner

ASSIGNEE:
PACE ENGINEERS, INC.

By: Mart Penhallegon
Martin Penhallegon, President

CLIENT:
The City of Stanwood

By: _____
Its: _____
(Name and Title)



ENCLOSURE B

STANWOOD IS4 — Phase 1 – Bid Documents

SCOPE OF WORK

INTRODUCTION

PACE Engineers, Inc. has been requested by the City of Stanwood to provide a scope of work and estimated fee to provide engineering support to complete bid documents for modification of the existing Irvine slough storm water pump station, associated pipe conveyance and installation of a fourth pump, power supply and controls.

Stanwood IS4 – Phase 1 includes construction of a new storm drainage conveyance system that discharges into the existing Irvine slough storm lift station, modification of the existing lift station to include construction of a concrete wall and slide gates that will enable this new conveyance to be completely isolated from Irvine slough flows. Phase 1 will also include integrating a 4th vertical turbine pump and controls into an existing pump station. The selected pump is SOHP providing 13,500 gpm at 11 feet TDH. The pump is manufactured by Flowserve with motor details as follows; 1800 rpm, 480 volt, 60 hz, and 3 phase. The pump mechanical and piping design is complete and provided by SDA. The scope of services would include grading and TESC design will full plan and profile for the new conveyance system to the existing pump, mechanical and structural design of the proposed station modifications, electrical design including power supply, controls, and integration into the already existing electrical system operating the existing 3 pumps. A detailed scope of work is provided below.

Included in this scope of work:

1. Civil and mechanical engineering to further the 90% design effort for conveyance to the station and modifications to the station and provide bid documents including plans and specifications in CSI format.
2. Electrical engineering including electrical power and controls augmenting the civil and mechanical plan set.
3. Preparation of project manual including technical special provisions in CSI format. This scope of work assumes the City of Stanwood will provide their approved boilerplate including Call for Bids, Information to Bidders, Proposal, Contracts, Contract Bond, and Insurance requirements.
4. Construction cost estimate.

Excluded for this scope of work:

1. Permitting from agencies outside the city of Stanwood. PACE will

provide any support needed to assist in the permitting process, but the permits will be the responsibility of others.

2. Additional geotechnical investigations and environmental documentation will be provided by others.

PROPOSED SCOPE OF WORK

The specific tasks in the scope of work are described below.

Task 1 - Project Management and Quality Assurance/Quality Control (QA/QC)

- Provide overall project management of budgets and deliverables over the contract period, including coordinating work with City staff, coordinating tasks for consultant staff and subconsultants, and providing billing invoices as applicable.
- Conduct review of the bid documents (plans and specifications) to check accuracy, completeness, and conformance with the project criteria. Provide this review by both project and non-project engineers experienced in design of similar project facilities. Document the review comments and revise the design documents to incorporate these comments.

Task 2 – Civil, Mechanical, & Structural Plans Preparation (PACE Engineering)

- Based upon the concepts presented in the 90% design effort, PACE will provide design engineering services to further develop bid documents. This work will include developing engineering detailed plan and profile sheets of all piping and catch basins, plans detailing the modification of the existing station for isolation from Irvine slough, civil and mechanical plans, section and details of the fourth pump, piping and appurtenances. PACE will coordinate with pump manufacturer for final detailing of pump mounting, dimensions, and discharge piping requirements.
- PACE will provide finalized design for discharge piping system to a point of connection within 5 feet of the wet well structure.
- PACE will provide CAD files of the process drawings for structural design and detailing to our structural group.
- PACE will coordinate with electrical sub-consultant design efforts.
- PACE will provide all design and drafting responsibilities for the civil and mechanical pump station design.
- PACE will provide electronic copies of all plans in ACAD Civil 3D, version 2018.

Task 3 – Civil, Mechanical, & Structural Specifications Preparation (PACE Engineering)

- Provide technical specifications for civil, mechanical, and structural improvements associated with IS4 - Phase 1 pump addition. Boiler plate

documents will be provided by the City for inclusion in the project manual.

Task 4 — Electrical Power and Controls Design (Follett Engineering)

- Design coordination including project administration, prelim site visit and meetings, correspondence, design writeup and documentation.
-
- Design drawings including details, site pump station plan, one line diagram, load calcs & schedules, control panel elevations and details, control wire diagrams, control wire diagrams, standby generator sizing and analysis.
 - Specifications in CSI format and project review
 - Programming descriptions
 - E,I&C construction cost estimate
 - Bid period services

End Scope of Work

PACE Engineers

Project Budget Worksheet - 2019 Municipal Rates

Project Name: **City of Stanwood - IS4 Phase 1 Bid Documents**
 Project #: Billing Group #:

Location: **Stanwood, WA** Prepared By: **R. Nelson, P.E.**
 Task #: Date: **6/6/2019**

Labor Hours by Classification												Hour Total
Staff Type # (See Labor Rates Table)	Labor Code	1	16	103	75	118						
Staff Type Hourly Rate	Job Title	Senior Principal Engineer	Engineer II	Structural Engineer	CAD Tech II	Sr. Project Administrator						
Drawing/Task Title												
Task 1 - Project Management and QA/QC		30										30.0
Task 2 - Civil Mechanical & Structural Plans		40	24	40	100							204.0
Task 3 - Specifications			20	20		40						80.0
Task 4 - Subconsultant												
Hours Total		70.0	44.0	60.0	100.0	40.0						314.0
Labor Total		\$16,100	\$5,500	\$9,720	\$11,500	\$4,600						\$47,420.00

Expenses		Reimbursable	
	rate/unit	Quantity	Cost
Postage/Courier			
Plotter			
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			\$500.00
Technology Fee (2% of labor)			\$948.40
Total			\$1,448.40

Subconsultants	
Utility Locate	
Mechanical Engineer	
Electrical Engineer	\$6,715
Geotechnical Engineer	
I & C Engineer	
Subconsultant Subtotal	6,715.00
Markup	15%
Total	\$7,722.25

PACE Billed Labor Total	\$47,420.00
Reimbursable Expenses	\$1,448.40
Subconsultants	\$7,722.25
Total Project Budget	\$56,590.65



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5b
DATE: July 11, 2019
SUBJECT: Minutes of the June 10, 2019 Planning Commission Meeting
CONTACT PERSON: Krista Hintz, Administrative Assistant
ATTACHMENTS: A – June 10, 2019 Planning Commission Minutes

SUMMARY STATEMENT

The minutes for the June 10, 2019 Planning Commission Meetings are attached.



STANWOOD PLANNING COMMISSION MINUTES

June 10, 2019

Call to Order

Vice Chair Steve Shepro called the meeting to order at 6:31PM with the following Commissioners present: Darren Robb, Steve Shepro, Sid Roberts, and Lance Dennis. Commissioners Utgard and Metz were excused. Staff present; Community Development Director Patricia Love, City Planner Amy Rusko, and Administrative Assistant Krista Hintz. Also known to be present, Chris Collier from the Housing Authority of Snohomish County

Approval of Minutes

A motion was made Commissioner Roberts to approve the minutes of the May 20, 2019 meeting. The motion was seconded by Commissioner Dennis. The Commission voted unanimously to approve the minutes as presented.

New Business

Chris Collier, Alliance for Housing Affordability Program Manager from HASCO presented the Snohomish County Housing Snapshot covering:

- Housing Affordability
- New housing units in Snohomish County
- New households in Snohomish County
- Unit production-supply and demand
- Changing rents
- Housing costs on rise while incomes are not

Recent Council Action on Commission Items

Street Vacations are on the Council agenda for the June 13th meeting. Shoreline Code updates are under review and will go to Council in July. The new Police Station-City Hall Civic Campus contract is set to go before Council June 13, 2019.

Upcoming Items

Park Impact Fees discussion will come back to the Planning Commission. Staff is working on roundtable discussions regarding housing.

The next Planning Commission meeting will be held June 24, 2019. Community Development Director Patricia Love will not be present, staff will check with Kevin Hushagen to see if he can attend for a discussion on Capital Improvement Projects.

Adjourn

The meeting adjourned at 8: 17PM.

Krista Hintz, City of Stanwood



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: July 11, 2019

SUBJECT: Property Address Standards

CONTACT PERSON: Amy Rusko, Senior Planner

ATTACHMENT: A. Draft Ordinance 1477
B. Findings of Fact and Conclusions

ISSUE:

The issue before City Council is to hold the second reading and final adoption of Ordinance 1477, Property Address Standards.

RECOMMENDATION

Conduct second reading and final adoption of Ordinance 1477 amending Chapter 2 of the City of Stanwood Street and Utility Standards.

SUMMARY:

Amendments to Stanwood's Street and Utility Standards Chapter 2, Transportation and Streets to establish property address standards. North County Regional Fire brought forward concerns with the height and placement of address numerals and letters on buildings within the city. The Fire Department has asked that the city consider a minimum height and width requirement for all address numerals and letters for single-family, multi-family and commercial buildings. Visible addresses will ensure that emergency responders are able to readily identify the location of an emergency.

COMPREHENSIVE PLAN GUIDANCE:

Stanwood's Comprehensive Plan notes that providing efficiency to the transportation system is an integral part of the city. The proposed amendment provides for efficiency to emergency responders.

LUG-1: Plan current and future land uses in accordance with the Washington State Growth Management Act, Snohomish Countrywide Planning Policies and the values and vision of Stanwood residents and business people.

TG-1: Continue to develop a transportation system that encourages, supports, and enhances the safe, efficient and reliable movements of people, vehicles, and goods.

TG-6: Apply technological solutions to improve the efficiency of the transportation system.

TP-6.1: Identify and implement strategies for the efficient movement of emergency responses.

FINANCIAL IMPACT:

There are no direct financial impacts to the City.

COMMITTEE RECOMMENDATION:

City Council Public Works Committee Recommendation:

The Council Public Works Committee's April meeting included a briefing on the proposed property address standards code amendment. At that meeting the Committee recommended minor changes and to proceed with the proposed amendment.

City Council Community and Economic Development Committee Recommendation:

The Council Community Development Committee's June meeting included a briefing on the proposed property address standards code amendment. At that meeting the Committee recommended to proceed with the proposed amendment and supports adding it to the Council's agenda.

CITY COUNCIL OPTIONS:

1. Approve second reading and final adoption of Ordinance 1477.
2. Do not adopt Ordinance 1477.
3. Delay adoption of Ordinance 1477 and direct staff to address specific council concerns or provide additional information.

RECOMMENDED MOTION:

I MOVE TO APPROVE THE SECOND READING AND FINAL ADOPTION OF ORDINANCE 1477 AMENDING CHAPTER 2 TRANSPORTATION AND STREETS OF THE STANWOOD STREET AND UTILITY STANDARDS, ESTABLISHING PROPERTY ADDRESS STANDARDS IN THE CITY OF STANWOOD.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1477

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING CHAPTER 2 OF THE STANWOOD STREET AND UTILITY STANDARDS ADOPTING A NEW SECTION AND STANDARD DETAILS RELATING TO PROPERTY ADDRESS STANDARDS; AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, The City Council of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood; and

WHEREAS, the City has adopted ‘Street and Utility Standards’ by reference pursuant to SMC 14.14.010; and

WHEREAS, there is a need to establish procedures regarding standards for address numerals and letters on single-family, multi-family and commercial buildings; and

WHEREAS, the City’s Street and Utility Standards do not presently have standards regulating the minimum height of address numerals or letters; and

WHEREAS, the intent of this Ordinance is to amend Chapter 2 of the Street and Utility Standards and adopt consistent regulations regarding the placement and size of address numerals and letters; and

WHEREAS, the code amendments are consistent with the Comprehensive Plan and meet the requirements and intent of the Plan, including Land Use Goal 1, Transportation Goal 1, 2, 6 and Transportation Policies 6.1.

WHEREAS, the code amendment was circulated for public review on June 11, 2019; and

WHEREAS, the City Council Public Works Committee reviewed the proposed language and amendments set forth in this Ordinance at their April 1, 2019 meeting; and

WHEREAS, the City Council Community Development Committee reviewed the proposed language and amendments set forth in this Ordinance at their June 13, 2019 meeting; and

WHEREAS, the City Council held their first reading of the draft code amendments on June 27, 2019 and their second reading on July 11, 2019 and accepted public comment; and

WHEREAS, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to the Stanwood Municipal Code; and

WHEREAS, the amendments are beneficial to the public health, safety and welfare and is in the public interest by providing reliable and consistent rules and procedures for street numerals and letters; and

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

Section 1. Street and Utility Standards Chapter 2 entitled "Transportation and Streets" is hereby amended by adopting a new section 2G.110 to read as follows:

2G.110 Address Numerals and Letters

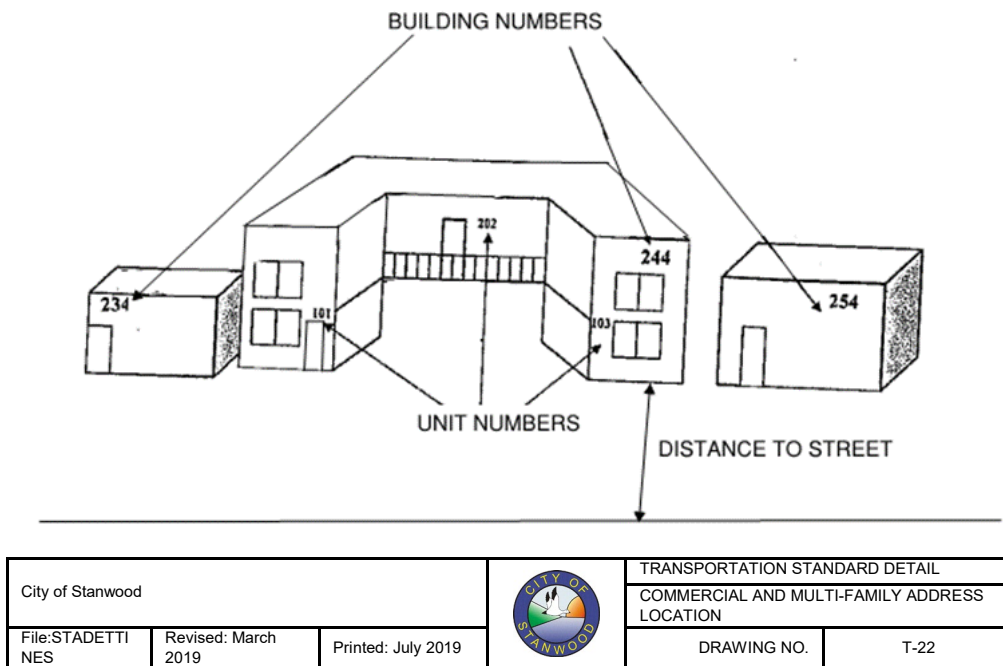
- A. The design, style, and shape of address numbers shall render them easily readable from the street. Numbers shall contrast with building background.
- B. Commercial and Multi-Family address numbers shall be located on the high point corner of the building facing the street so as to be readily visible from the public street fronting the building at all times.
- C. Address numbers on windows or other glazing require prior approval; contrasting may appear acceptable at certain times of day but may be non-acceptable at others.
- D. Property owners shall be required to have all address numerals and letters visible and legible from the street. In cases where shadows or building locations adversely affect the visibility, then additional numbers, larger numbers or other modification shall be required. In cases where overgrown vegetation adversely affects the visibility, then the property owner shall be required to trim or remove the vegetation from blocking the address.
- E. The rear entrances or access doors of all strip malls, commercial center buildings, and other areas with multi-tenant spaces shall be posted with the unit/suite number.
- F. All address numerals and letters shall be in compliance with this section at the time of business license issuance.
- G. Numeral and Letter Calculations:

Type of Building	Minimum Numeral or Letter Height	Minimum Numeral or Letter Width
Residential	4 inches	2 inches*
Commercial / Multi-Family	10 inches	5 inches*
* Except when the number 1 is used, it may be used in proportion with the other numbers of the address.		

Section 2. Street and Utility Standards Transportation Standard Details Index is hereby amended by adopting a new standard detail to read as follows:

T-22 COMMERCIAL AND MULTI-FAMILY ADDRESS LOCATIONS

Section 3. Street and Utility Standards Transportation Standards Details T-22 is hereby amended to read as follows:



Section 4. Findings of Fact and Conclusions. In support of the amendment approved in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

Section 5. 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 6. 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 7. Conflict. In the event that there is a conflict between the provision of this Ordinance and any other City ordinance, the provision of this Ordinance shall control.

Section 8. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this ____ day of ____ 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____



City of Stanwood Findings of Fact and Conclusions of Law

Stanwood City Council Property Address Standards

A. GENERAL INFORMATION

File Number(s): 2019-0162

Project Summary: The Public Hearing is to consider a code amendment to amend portions of Stanwood's Street and Utility Standards Chapter 2, to create Property Address Standards.

Applicant: City of Stanwood

Location: City of Stanwood

Public Hearing Date: June 27, 2019

Staff Contact: Amy Rusko, Senior Planner

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

Amendments to Stanwood's Street and Utility Standards Chapter 2, Transportation and Streets to establish property address standards. North County Regional Fire brought forward concerns with the height and placement of address numerals and letters on buildings within the city. The Fire Department has asked that the city consider a minimum height and width requirement for all address numerals and letters for single-family, multi-family and commercial buildings. Visible addresses will ensure that emergency responders are able to readily identify the location of an emergency.

C. CODE AMENDMENT CRITERIA

The city may approve or approve with modifications amendments to the text of the zoning code if:

(a) The purpose and desired effect of the proposed zoning code amendment are consistent with the Stanwood Municipal Code;

Currently the City does not have regulations regarding the height and location of address numerals and letters for residents or businesses.

The following are a list of the proposed changes to Stanwood's Street and Utility Standards.

Edits to Street and Utility Standards Chapter 2:

- 2G.110 – Address Numerals and Letters
- Detail – T-22 Commercial and Multi-Family Address Locations

(b) There is a positive relationship to the public health, safety and welfare of the community; and

The intent of the amendments is to develop property address standards regarding height and placement of numerals and letters to provide better visibility for emergency responders to locate residents and businesses.

(c) The proposed amendment is consistent with the Stanwood Comprehensive Plan.

Stanwood's Comprehensive Plan notes that providing efficiency to the transportation system is an integral part of the city. The proposed amendment provides for efficiency to emergency responders.

LUG-1: Plan current and future land uses in accordance with the Washington State Growth Management Act, Snohomish Countrywide Planning Policies and the values and vision of Stanwood residents and business people.

TG-1: Continue to develop a transportation system that encourages, supports, and enhances the safe, efficient and reliable movement of people, vehicles, and goods.

TG-6: Apply technological solutions to improve the efficiency of the transportation system.

TP-6.1: Identify and implement strategies for the efficient movement of emergency responses.

D. FINDINGS OF FACT

1. It is necessary and beneficial for the health, safety and welfare of the community to establish property address standards.
2. There is a need to establish standards for property addresses. The standards provide for consistent addresses throughout the city emergency responders.
3. Stanwood's 2015 – 2035 Comprehensive Plan addresses the need to provide necessary regulations regarding transportation systems that encourages and supports efficient and reliable movements:
 - LUG-1: Plan current and future land uses in accordance with the Washington State Growth Management Act, Snohomish Countrywide Planning Policies and the values and vision of Stanwood residents and business people.
 - TG-1: Continue to develop a transportation system that encourages, supports, and enhances the safe, efficient and reliable movement of people, vehicles, and goods.
 - TG-6: Apply technological solutions to improve the efficiency of the transportation system.
 - TP-6.1: Identify and implement strategies for the efficient movement of emergency responses.

4. On April 10, 2019 the proposed amendments were transmitted to the State of Washington Department of Commerce for state agency review in accordance with 36.70A.106.
5. The proposed code changes is procedural in nature and contains no substantive changes to the street and utility standards or the environment therefore a State Environmental Policy Act (SEPA) Exemption was issued on the proposed amendment on April 16, 2019.
6. Notice of Public Hearing was published in the Stanwood Camano News on June 11, 2019.
7. The City Council Public Works Committee reviewed the proposed amendments set forth in this Ordinance at their April 1, 2019 meeting.
8. The City Council Community Development Committee reviewed the proposed amendments set forth in this Ordinance at their June 13, 2019 meeting.
9. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the City Council at the public hearing on June 27, 2019 for their consideration.

E. CONCLUSIONS OF LAW

1. The City of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.
2. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including Land Use Goals 1, Economic Development Policies 6.1 and 8.11, Transportation Goal 1, and Transportation Policies 1.8, 1.9 and 5.9.
3. The proposal is beneficial to the public health, safety and welfare and is in the public interest by providing reliable and consistent standards for single-family, multi-family and commercial property addresses.
4. Providing consistent address standards creates an ease of visibility to emergency responders ensuring reliable and timely services.
5. After considering staff comments and public testimony the Stanwood City Council determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

Now therefore the City Council of the City of Stanwood hereby **ADOPTS** the Findings of Fact and Conclusions of Law contained herein.

Dated this 27th of June 2019.

Leonard Kelley, Mayor
City of Stanwood



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: July 11, 2019

SUBJECT: Shoreline Regulations Code Amendment

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENT:

- A. Proposed Draft Shoreline Management Code Amendment
- B. Ecology Checklist with Responses
- C. Findings of Fact and Conclusions
- D. Shoreline Jurisdictional Maps

ISSUE:

The issue before the City Council is to review the Planning Commission's recommendation on the proposed amendments to the City's Shoreline Management regulations for compliance with state law and local policy consistency.

SUMMARY:

The Washington State Shoreline Management Act requires that all jurisdictions review and update their Shoreline Management Plans on an eight (8) year schedule established by the Legislature. This update is required to ensure that local SMP's stay current with changes in state laws and rules, and is responsive to changing local circumstances.

Stanwood last updated its Shoreline Master Plan in October of 2014; therefore, this periodic update focuses on amendments to state law, rules and changes in local circumstances since the City's SMP was last adopted.

BACKGROUND:

Stanwood is required to update its SMP on or before June 30, 2019. The State is not requiring any major updates to our inventory, restoration efforts, or cumulative impacts analysis. However, we must include all state mandated updates between 2007 and 2017 as well as any local changes which have occurred since the last SMP adoption.

Below is a summary of the state mandated changes and the City's response to those mandates. The draft code was circulated for a 30 day comment period and is subject to final comments by the Department of Ecology; to date no comments have been received on the proposed amendments.

General State Mandated Amendments:

- Definitions:
Amended definitions of "Development", "Floodway", "Nonconforming Uses, Structures, and Lots", and Wetlands
- Exemptions:
Eliminated the long list of state listed exemptions from the Stanwood Municipal Code and referenced RCW 90.58.030 or WAC 173-27-040.
- Exceptions:
Added a new section to the Stanwood Municipal Code listing the state mandated exceptions which include:
 - Remedial Actions
 - Boat Yard Improvements
 - WSDOT Facility Maintenance and Safety Inspections
 - Projects Under the Environmental Excellence Program
 - Project Authorized by the Energy Facility Site Evaluation Council
 - Areas under Exclusive Federal Jurisdiction
- Procedures:
Updated Stanwood Municipal Code Chapter 17.150, Shoreline Management, with state mandated procedures for processing permits, notification to Ecology and adoption of Shoreline Master Plans.
- Non-Conforming Uses:
Established clear definitions and regulations for non-conforming uses, structures and lots.
- Critical Areas:
Updated wetland buffer widths per the Department of Ecology's 2018 guidance documents and changed the wetland delineation methodology to follow the federal manual.

City Suggested Amendments:

- Update the SMP regulations allowing multifamily residential structures in the Shoreline Residential Designation consistent with an administrative interpretation issued on October 5, 2015.

- Update the critical areas regulations notes that trails and walkways within buffer areas should meet federal accessibility requirements.
- Updated the stream buffer types to reflect the Department of Natural Resources (DNR) stream typing codes.

CONSISTENCY WITH COMPREHENSIVE PLAN:

Section X – Shoreline Management Element of the 2015 Comprehensive Plan outlines the City’s goals and policies regarding the protection of local shorelines. Protection of the Shoreline has been a priority since 1976 when the first shoreline citizen advisory group was established. The 2014 Shoreline Master Plan update included a full shoreline inventory which included an evaluation of shorelines natural characteristics, lands uses, property ownership, and ecological functions.

The Comprehensive Plan contains 10 goals and 65 implementing policies which address: general administration of the SMP, recreation, cultural resources, flood hazards, education, and long range planning.

Since this action represents a periodic review ensuring compliance with state laws and minor changes to public access, the pertinent policies include:

- SH-5: Ensure safe, convenient and diversified access for the public to the publically owned shorelines of Stanwood and assure that the intrusions created by public access will recognize the rights of private property owners, and will not adversely affect fragile natural areas.
- SH-9: Support the integration of other City planning and regulatory efforts with shoreline management activities, especially planning and implements of plans under the Growth Management Act (GMA). This element reflects changes in state legislation which make SMP policies part of the Comprehensive Plan and SMP regulations part of the City development code.
- SH-11: Advance the intent and policy of the Shoreline Management Act of 1971 through a fair, balanced and impartial administration of the shoreline permit process and other legal requirements of the Act.
- SH-11.9: Provide for an eight (8) year review of the shoreline uses and their locations as to appropriateness and compatibility with goals and policies.

FISCAL IMPACT:

There are no direct financial impacts to the City as a result of the proposed code amendment.

COMMITTEE RECOMMENDATION:

This item was brought to the Community Development Committee on several occasions and are supportive of the proposed amendments. The Committee has recommended approval of the amendments.

PLANNING COMMISSION & DEPARTMENT OF ECOLOGY RECOMMENDATION:

The Planning Commission held a joint public hearing with the Department of Ecology on May 20, 2019. The public hearing was advertised and noticed per City regulations. The proposed changes were also circulated for a 30 day review period to affected agencies and property owners within 300 feet of the shoreline jurisdiction. No comments have been received on the proposed amendments.

The Planning Commission unanimously recommended approval of the Shoreline Amendments to the City Council. The Department of Ecology has 30 days to review the edits and make any suggested recommended changes. DOE has yet to provide final written comments on the proposed amendments, but has noted their consent with the City moving forward with the Council's first reading of the draft ordinance. If DOE has any comments they will be incorporated into the final reading of the ordinance.

CITY COUNCIL OPTIONS:

- 1) Accept the first reading of Ordinance 1475 making changes to Title 17 amending the Shoreline Management Regulations of the City of Stanwood Municipal Code and proceed with the second and final reading on July 25, 2019.
- 2) Request changes to Ordinance 1475 and direct staff to address specific Council issues or concerns prior to reconsidering the ordinance.

RECOMMENDED MOTION

"I MOVE TO APPROVE FIRST READING OF ORDINANCE 1475 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 17, SHORELINE MANAGEMENT REGULATIONS", AND TO PROCEED WITH THE SECOND AND FINAL READING OF THE ORDINANCE ON JULY 25, 2019.

CITY OF STANWOOD

WASHINGTON

ORDINANCE NO. 1475

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING PORTIONS OF STANWOOD MUNICIPAL CODE TITLE 17 ENTITLED ZONING AND RELATING TO AMENDMENTS TO THE CITY'S SHORELINE MASTER PLAN WHICH INCLUDE AMENDING STANWOOD MUNICIPAL CODE CHAPTER 17.20, DEFINITIONS; CHAPTER 17.125, WETLANDS; CHAPTER 17.130, FISH AND WILDLIFE HABITAT CONSERVATIONS AREA; CHAPTER 17.150, SHORELINE MANAGEMENT; AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the State of Washington enacted the Shoreline Management Act (RCW 90.58) in 1971; and

WHEREAS, the Washington State Shoreline Management Act requires Cities and Counties to update their Shoreline Master Plans every eight years on a staggering schedule off set from the Comprehensive Plan updates; and

WHEREAS, the Legislature requires that all Cities in King, Pierce, and Snohomish Counties to update their Shoreline Master Plans by June 30, 2019; and

WHEREAS, Stanwood last updated its Shoreline Master Plan in October of 2014; and

WHEREAS, the State is not requiring major updates to the City's inventory, restoration efforts, or cumulative impacts analysis; and

WHEREAS, the City of Stanwood's Shoreline Master Plan update focuses on state mandated amendments between 2007 and 2017 and minor local code changes relating to parks and access along the Stillaguamish River; and

WHEREAS, the Ecology Review Checklist has been updated with the City's proposed actions to maintain compliance with state mandates; and

WHEREAS, a Public Participation Plan was adopted by the City Council on June 14, 2018 detailing the City's proposal to provide public input into the update process; and

WHEREAS, this matter was duly referred to and was considered by the Planning Commission; and

WHEREAS, pursuant to RCW 36.70A. 106, on April 1, 2019 the City notified the State of Washington of its intent to adopt amendments to its development regulations; and

WHEREAS, the Planning Commission held several public meetings on June 11, June 25, July 9, and September 24, 2018 and on March 11 and April 8, 2019 to review the proposed shoreline code amendments; and

WHEREAS, the Audubon Society held their regular public meeting at the PUD office building in Stanwood on July 13, 2018 where shoreline land uses and shoreline issues were discussed; and

WHEREAS, the Parks / Trails Advisory Committee held a public meetings on September 10, 2018, where shoreline land uses and shoreline issues were discussed; and

WHEREAS, the City of Stanwood SEPA Responsible Official reviewed the amendments and issued a Determination of Non-significance (DNS) on April 9, 2019; and

WHEREAS, on April 23, 2019, the public hearing notice was printed in the Stanwood Camano News as required by law that a public hearing was to be held by the Planning Commission and all persons wishing to provide public input concerning the proposed amendments set forth in this Ordinance were heard; and

WHEREAS, the Planning Commission held a public hearing on May 20, 2019 to consider all relevant matters, and heard all parties in support or opposition, and subsequently forwarded a recommendation to the City Council;

WHEREAS, the City Council Community Development Committee reviewed the proposed amendments set forth in this Ordinance on April 11, 2019 meetings; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission and the Community Development Committee at their July 11, 2019 regular meeting and accepted public comment; and

WHEREAS, the City Council has determined that it is in the best interest of the City and in the interest of the public health, safety and welfare of the City and its citizens to amend Title 17 relating to shoreline regulations, as further set forth in this Ordinance;

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

Section 1. SMC 17.20, Definitions. Chapter 17.20, Definitions, of the Stanwood Municipal Code is hereby amended to revise and include the definitions as set forth in Attachment A, by reference as though fully set forth herein.

Section 2. SMC 17.125, Critical Areas – Wetlands – Specific Standards. Portions of Chapter 17.125, Critical Areas – Wetlands- Specific Standards, of the Stanwood Municipal Code is hereby amended to read as set forth in Attachment B, by reference as though fully set forth herein.

Section 3. SMC 17.130, Critical Areas – Fish and Wildlife Habitat Conservation Areas – Specific Standards. Portions of Chapter 17.130, Critical Areas – Fish and Wildlife Habitat Conservation Areas- Specific Standards, of the Stanwood Municipal Code is hereby amended to read as set forth in Attachment C, by reference as though fully set forth herein..

Section 4. SMC 17.150, Shoreline Management. Portions of Chapter 17.150, Shoreline Management, of the Stanwood Municipal Code is hereby amended to read as set forth in Attachment D, by reference as though fully set forth herein..

Section 5. Findings of Fact and Conclusions. In support of the amendment approved in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions attached hereto as Attachment E and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

Section 6. 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 7. 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 8. Conflict. In the event that there is a conflict between the provision of this Ordinance and any other City ordinance, the provision of this Ordinance shall control.

Section 9. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this 27th day of July 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

Attachment A
Amendments to Stanwood Municipal Code Chapter 17.20,
Construction of Language - Definitions

17.20.050 “D” Definitions

Development.

(1) For the purposes of Chapter 17.120 SMC, Critical Areas – Frequently Flooded Areas – Specific Standards, “development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

(2) For the purposes of Chapter 17.150 SMC, Shoreline Management, “development” means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving or piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. **Development does not include dismantling or removing structures if there is no other associated development or re-development. In addition, a forest practice that only involves timber cutting is not a development under the Washington State Shoreline Management Act (the “Act”) and does not require a shoreline substantial development permit or a shoreline exemption. A forest practice that includes activities other than timber cutting may be a development under the Act and may require a substantial development permit as required by WAC 222-50-020.**

(3) Except for purposes of Chapter 17.120 SMC, Critical Areas – Frequently Flooded Areas – Specific Standards, and Chapter 17.150 SMC, Shoreline Management, “development” means: the placement or erection, of any fill, solid material, or structure on land, in or under the water; or the construction, reconstruction, or alteration of the size of any structure; development shall not be defined or interpreted to include improvement made in the interior of any structure.

17.20.070 “F” Definitions

Floodway” (SMP) means the channel of a river or other watercourse and the adjacent land areas that have been established in Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) or floodway maps. **The floodway does not include lands that can reasonably be expected to be protected from flood waters by flood control device maintained by or maintained under license from the federal government, the state, or a political subdivision of the state.**

17.20.150 "N" Definitions

~~Nonconforming use, structure or site" (SMP) means a utilization of land or structures or both, legally established prior to the effective date of this code, which would not be permitted as a new use in the zone in which it is located under the terms of this code or which does not meet current standards for setbacks, buffers, vegetation conservation, landscaping, public access, screening or other regulations in which it is located due to changes in regulations or annexation~~

Nonconforming Use (SMP) means an existing shoreline use that was lawfully established prior to the effective date of the Act or the applicable Master Program, but which does not conform to present use regulations due to subsequent changes to the Master Program.

Nonconforming Development (SMP) or Nonconforming Structure (SMP) means an existing structure that was lawfully constructed at the time it was built but is no longer fully consistent with present regulations such as setbacks, buffers, or yards; area; bulk; height; or density standards due to subsequent changes to the Master Program.

Nonconforming Lot (SMP) means a lot that met dimensional requirements of the applicable Master Program at the time of its establishment but now contains less than the required width, depth, or area due to subsequent changes to the Master Program.

17.20.240 "W" Definitions.

~~"Wetlands" or "wetland areas" (SMP) means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands. For identifying and delineating a regulated wetland, the methodology specified by the Department of Ecology shall be utilized.~~ **For identifying and delineating a regulated wetland, the currently approved federal manual and regional supplements shall be utilized.**

Attachment B
Amendments to Stanwood Municipal Code Chapter 17.125,
Critical Areas, Wetlands

17.125.040 Wetland designation – SMP.

Wetlands are those areas delineated in accordance with the currently approved federal manual and regional supplements with the standards listed in WAC [173-22-035](#). All areas within the city of Stanwood that meet the wetland designation criteria, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this chapter. Once a wetland has been delineated, those wetlands shall be rated according to the Washington Department of Ecology wetland rating system, as set forth in the *Washington State Wetland Rating System for Western Washington: 2014 Update* (Ecology Publication #14-06-029, or as revised and approved by Ecology).

17.125.060 Standard buffer width requirements – SMP.

Buffers shall be required for all wetlands regulated by this chapter. Required wetland buffer widths are as stated in this section.

(1) Required widths for wetland buffers are identified in the following table:

Wetland Buffer Requirements				
Wetland category	Standard buffer width	Additional buffer width if wetland scores 21—25 habitat points	Additional buffer width if wetland scores 26—29 habitat points	Additional buffer width if wetland scores 30—36 habitat points
Category I: Based on total score	75 ft	105 ft	165 ft	225 ft
Category I: Bogs	190 ft	N/A	N/A	225 ft
Category I: Natural Heritage Wetlands	190 ft	N/A	N/A	225 ft

Wetland Buffer Requirements				
Category I: Coastal Lagoons	150 ft	N/A	165 ft	225 ft
Category I: Forested	75 ft	105 ft	165 ft	225 ft
Category I: Estuarine	150 ft	N/A	N/A	N/A
Category II: Based on score	75 ft	105 ft	165 ft	225 ft
Category II: Interdunal Wetlands	110 ft	N/A	165 ft	225 ft
Category III (all)	60 ft	105 ft	165 ft	N/A
Category IV (all)	40 ft	N/A	N/A	N/A

(1)(a) For Category I Wetlands:

Wetland Category	Buffer Width (in feet) based on habitat score		
	3-5	6-7	8-9
Category I: Based on Total Score	<u>75</u>	<u>110</u>	<u>225</u>
Category I: Bogs and Wetlands of High Conservation Value	<u>190</u>		<u>225</u>
Category I: Interdunal	<u>225</u>		
Category I: Forested	<u>75</u>	<u>110</u>	<u>225</u>
Category I: Estuarine and Coastal Lagoons	<u>150</u>		

(1)(b) For Category II Wetlands:

Wetland Category	Buffer Width (in feet) based on habitat score		
	3-5	6-7	8-9
Category II: Based on Total Score	<u>75</u>	<u>110</u>	<u>225</u>
Category II: Interdunal Wetlands		<u>110</u>	

(1)(c) For Category III Wetlands:

	<u>Buffer Width (in feet) based on habitat score</u>		
<u>Wetland Category</u>	<u>3-5</u>	<u>6-7</u>	<u>8-9</u>
<u>Category III: All</u>	<u>60</u>	<u>110</u>	<u>225</u>

(1)(d) For Category IV Wetlands:

	<u>Buffer Width (in feet) based on habitat score</u>		
<u>Wetland Category</u>	<u>3-5</u>	<u>6-7</u>	<u>8-9</u>
<u>Category IV: All</u>	<u>40</u>		

Attachment C
Amendments to Stanwood Municipal Code Chapter 17.130,
Critical Areas, Fish and Wildlife Habitat

17.130.060 Standard buffer width requirements.

Buffers shall be required for all streams regulated by this chapter. Required stream buffer widths are as stated in this section.

(1) Required widths for stream buffers are as follows:

(a) For Type 4 S streams – 150 feet;

(b) For Type 2 streams – 150 feet;

(c) For Type 3 F streams – 100 feet;

(d) For Type 4 Np streams – 75 feet; and

(e) For Type 5 Ns streams – 50 feet.

Attachment D
Amendments to Stanwood Municipal Code Chapter 17.150, Shoreline Management

17.150.025 Public Access (Subsections 6 and 7)

(6) Design Criteria for Public Access. Public access shall incorporate the following location and design criteria:

- (a) The public access area shall be designed to be a comfortable and safe place to visit.
- (b) Proximity to Water's Edge. Public access shall be provided as close as possible to the water's edge to provide the general public with opportunity to reach, touch, view, and enjoy the water's edge and shall be as close horizontally and vertically to the shoreline's edge as feasible; provided, that public access does not adversely affect sensitive ecological features or lead to an unmitigated reduction in ecological functions.
- (c) Walkways or Trails in ~~Vegetated Buffers~~ **Critical Areas**. Public access on sites where vegetated open space is provided along the shoreline may consist of a public pedestrian walkway roughly parallel to the ordinary high water mark of the property. The walkway shall be buffered from sensitive ecological features, may be set back from the water's edge, and may provide limited and controlled access to sensitive features and the water's edge where appropriate. Fencing may be provided to control damage to plants and other sensitive ecological features and where appropriate. Trails shall be constructed of permeable materials, when feasible, and limited to five feet in width to reduce impacts to ecologically sensitive resources, except for portions of the walkways or trails designed for ADA access.
- (d) Access Requirements for Sites without ~~Vegetated Buffers~~ **Critical Areas**. Public access on sites or portions of sites not including vegetated open space, such as water-dependent uses, shall include not less than 10 percent of the developed area within shoreline jurisdiction or 3,000 square feet, whichever is greater, on developments including non-water-dependent uses. For water-dependent uses, the amount and location may be varied in accordance with the criteria in subsection (10) of this section. Public access facilities shall extend along the entire water frontage, unless such facilities interfere with the functions of water-dependent uses. The minimum width of public access facilities shall be 10 feet and shall be constructed of materials consistent with the design of the development. Facilities addressed in the city transportation plan shall be developed in accordance with the standards of that plan.
- (e) Access Requirements for Over-Water Structures. Public access on over-water structures on public aquatic lands shall be provided and may include common use of walkway areas.
- (f) Connections. Public access shall be located adjacent to other public areas, accesses, and connecting trails where feasible and connected directly to the nearest public street and shall include provisions for handicapped and physically impaired persons, where feasible.
- (g) Parking Requirements. Where public access is within 400 feet of a public street, on-street public parking shall be provided where feasible. For private developments required to provide more than 20 parking spaces, public parking may be required in addition to the required parking for the development at a ratio of one space per 1,000 square feet of public access area up to three

spaces and at one space per 5,000 square feet of public access area for more than three spaces. Parking for public access shall include the parking spaces nearest to the public access area and may include handicapped parking if the public access area is handicapped accessible.

(h) Planned Trails. Where public trails are indicated on the city's transportation, park, or other plans, trails shall be provided within shoreline and nonshoreline areas of a site.

(i) Privacy. Public access shall be designed to provide for public safety and to minimize potential impacts to private property and individual privacy by avoiding locations adjacent to residential windows and/or outdoor private residential open spaces or by screening or providing a physical separation or other means of clearly delineating public and private space in order to avoid unnecessary user conflict.

(j) Public Access Required for Occupancy. Required public access sites shall be fully developed and available for public use at the time of occupancy of the use or activity or in accordance with other provisions for guaranteeing installation through a monetary performance assurance.

(k) Easement Recorded. Public access permit conditions on private land shall run with the land and shall be recorded via a legal instrument such as an easement, on the deed of title and/or a dedication on the face of a plat or short plat as a condition running contemporaneous with the authorized land use, at a minimum. Said recording with the county auditor's office shall occur prior to building occupancy or filing of a final plat, whichever comes first.

(l) Maintenance Responsibility. Maintenance of the public access facility shall be the responsibility of the owner unless otherwise accepted by a public or nonprofit agency through a formal recorded agreement. Public access facilities shall be maintained over the life of the use or development. Future actions by successors in interest or other parties shall not diminish the usefulness or value of required public access areas and associated improvements.

(m) Hours of Access. Public access facilities shall be available to the public 24 hours per day unless an alternate arrangement is granted through the initial shoreline permitting process for the project. Changes in access hours proposed after initial permit approval shall be processed as a shoreline conditional use.

(n) Signage Required. The standard state-approved logo or other approved signs that indicate the public's right of access and hours of access shall be installed and maintained by the owner in conspicuous locations at public access sites. Such signs shall be posted in conspicuous locations on public access sites and at the nearest connection to an off-site public right-of-way.

(o) Development uses and activities shall be designed and operated to avoid adversely interfering with the public's physical and visual access to the water and shorelines.

(7) Public Access Guidelines by Reach. Public access for new and substantially altered development shall incorporate the following location and design criteria:

(a) Stillaguamish River Reaches A and B from the SR 532 bridge to, but not including, Twin City Foods. A public access shall be in the form of a trail parallel to the shoreline. Where the railroad spur is located, the public access should be located to ensure rail and pedestrian safety. Trails should be located on the east side of the rail spur with provision for viewing platforms to provide

for direct access. The public access shall be connected with Saratoga Drive and 269th Place NW. If the rail spur should be abandoned, the city should acquire the right-of-way and develop for public access.

(b) Stillaguamish River Reach C on the Twin City Foods site public access shall be implemented if the nonconforming building is substantially altered in the future to accommodate a trail parallel to the shoreline connecting at each end to SR 532.

(c) Stillaguamish River Reach D from Twin City Foods to Irvine Slough public access shall be developed on the city owned parcel consisting of a trail parallel to the shoreline. Trails should be set back from the water's edge with provision for viewing platforms at the water's edge to provide direct access.

(d) Stillaguamish River Reach E east of Irvine Slough to the city limits public access shall be developed consisting of a trail parallel to the river shoreline and connecting along Irvine Slough to 98th Drive NW and at the east end of the property to 98th Drive NW. Trails and viewing areas should be ~~set back from the water's edge with provision for a viewing area near~~ as close as possible to the water's edge to provide direct access in the area of the existing smokestack, which should be maintained, if structurally sound, as a visual landmark.

(e) Stillaguamish River Reach F consisting of the sewage treatment facility public access shall not be required unless the facility redevelops in the future.

17.150.029 Permitted Use Table.

Use	Shoreline High Intensity	Shoreline Residential	Urban Conservancy	Essential Public Facility
Low Intensity Scientific, Cultural, Historic, or Educational Use	P	P	P	P
Fish and Wildlife Resource Enhancement	P	P	P	P
Accessory Dwelling Units	U	U ^{2,3}	X	X
Adult Day Care I	U	U ²	X	X
Adult Family Home	U	U ²	X	X
Agriculture	X	p ⁶	p ⁶	p ⁶
Aquaculture and Fish Hatcheries	CU	X	CU	CU
Boat Launches	P	X	P	X
Commercial Retail Uses	U	X	X	X

Use	Shoreline High Intensity	Shoreline Residential	Urban Conservancy	Essential Public Facility
Community and Cultural Services	CU	CU	CU	X
Dwellings, Single-Family Detached	U	U	X	X
Dwellings, Multifamily	U	X U	X	X
<u>Dwellings, Floating on Water</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Eating and Drinking Uses	U	X	X	X
Educational Facilities	CU	CU	X	X
Essential Public Facilities	CU	CU	CU	CU
Golf Courses	X	CU ¹	X	X
Group Homes	U	U ²	X	X
Health Services	U	X	X	X
Home Occupations	U	P	p ⁴	X
Industrial Use	U	X	X	X
Lodging	U	X	X	X
Mining	X	X	X	X
Office Uses	U	X	X	X
Parking Areas Serving Primary Use within the Shoreline	p ³	p ³	p ³	p ³
Parking Areas Not Serving Primary Use within the Shoreline	X	X	X	X
Parks	p ⁷	CU ^{1,2}	CU ^{1,2}	CU ^{1,2}
Passive Recreation	p ⁷	p ¹	p ¹	p ¹
Recreation Facilities in Buildings	CU ^{1,2}	X	X	X
Marinas	CU	X	X	X
Motor Vehicles and Related Equipment Sales/Rental/Repair and Services	U ²	X	X	X

Use	Shoreline High Intensity	Shoreline Residential	Urban Conservancy	Essential Public Facility
Structures for Floodway Management, Including Drainage or Storage and Pumping Facilities	p ⁵	p ⁵	p ⁵	p ⁵
Transportation Facilities – Vehicular – Serving Uses within the Shoreline	p ³	p ³	CU	CU
Transportation Facilities – Vehicular – Serving Uses outside the Shoreline	CU	CU	CU	CU
Trails, Public Pedestrian and Bicycle Not Including Over-Water Trails	p ⁵	p ⁵	p ⁵	p ⁵
Trails, Over-Water	CU	CU	CU	CU
Utilities That Serve Uses within the Shoreline	p ³	p ³	p ³	p ³
Utilities That Serve Uses outside the Shoreline	CU	CU	CU	CU
USES NOT SPECIFIED	CU	CU	CU	CU

17.150.047 Boating facilities – Piers, docks, floats and buoys.

(3) Size.

(a) Length. Maximum length of a pier or dock shall be the minimum necessary to accomplish moorage for the intended boating use and shall be only so long as to obtain a depth of four feet of water as measured at mean low water in marine waters or as measured at ordinary low water in freshwater shorelines at the landward limit of the moorage slip or as demonstrated as needed to provide the depth to serve a specific vessel or class of vessels essential to a specific water-dependent use.

(b) Width. Maximum width of the walkway shall meet ADA requirements ~~not exceed four feet~~ or as demonstrated as essential to serve a specific water-dependent use.

(c) For community piers and docks, maximum width and length will be as determined by the city on a case-by-case basis.

(d) Docks shall not exceed three feet in height above OHWM on the landward side and shall extend above the water surface a maximum of one foot at all other locations or as demonstrated as essential to serve a specific water-dependent use.

17.150.061 Procedure.

- (1)** All shoreline permits shall be processed in accordance with **SMC 17.80, Administration; 17.81A, Procedures; and 17.81B, Types of Land Use Review.** 17.80.130, Table of land use procedures.
- (2)** **Coordinated Review.** The city will coordinate on issues relating to ecological conditions, functions and processes and on wetland and ordinary high water delineations with the Department of Ecology, the Department of Natural Resources and the Department of Fish and Wildlife as well as other agencies with permit authority over a project to the extent that agencies are timely in their response and coordination does not interfere with meeting timelines for permit review in SMC 17.80.031.
- (3)** **Special Procedures for WSDOT Projects.**
 - (a) Permit Review Time for Projects on a State Highway.** Pursuant to RCW 47.01.485, the **Legislation established a target of 90 days review time for local governments.**
 - (b) Optional Process Allowing Construction to Commence Twenty-One Days After Date of Filing.** Pursuant to RCW 90.58.140, **Washington State Department of Transportation projects that address significant public safety risks may begin twenty-one days after the date of filing if all components of the project will achieve no net loss of shoreline ecological functions.**

17.150.064 Nonconforming Lots situations.

In addition to the provisions of SMC 17.25.170(3), the following provisions shall apply within SMA jurisdiction:

A nonconforming lot may be developed if permitted by other City land use regulations so long as such development conforms to all other requirements of the applicable Master Program and the Washington State Shoreline Management Act. Within Shoreline Management Act jurisdiction, a variance from the buffer or setback must be processed as a shoreline variance.

17.150.065 Extension or enlargement of nonconforming Structures situations.

In addition to the provisions of SMC 17.25.180, the following provisions shall apply within SMA jurisdiction:

- (1) The expansion or enlargement may not increase its degree of nonconformity in relation to the provisions of the Shoreline Master Program;**
- (2) The expansion or enlargement may not result in enlargement of the building footprint or impervious area in a critical area buffer that extends further toward the water unless necessary to meet minimum standards of life-safety codes; or**
- (3) The expansion or enlargement may not result in a net loss of ecological functions.**

- (1) Structures that were legally established and are used for a conforming use but are nonconforming with regard to setbacks; buffers; yards; area; bulk; height or density may continue as a legal nonconforming structure and may be maintained and repaired.
- (2) Nonconforming structures may be enlarged or expanded provided that the enlargement or expansion does not increase the extent of nonconformity by further encroaching upon or extending into areas where construction would not be allowed for new structures, unless a shoreline variance permit is obtained.
- (3) Nonconforming single-family residents that are located landward of the ordinary high water mark may be enlarged or expanded in conformance with applicable bulk and dimensional standards by the addition of space to the main structure or by the addition of normal appurtenances as defined in WAC 173-27-040(2)(g).
- (4) A structure for which a variance has been issued shall be considered a legal nonconforming structure and the requirements of this section shall apply as they apply to preexisting nonconformities.
- (5) A nonconforming structure which is moved any distance must be brought as closely as practicable into conformance with the applicable Master Program and the Washington State Shoreline Management Act.
- (6) If a nonconforming development is damaged to an extent not exceeding seventy-five percent of the replacement cost of the original development, it may be reconstructed to the configuration existing immediately prior to the time the development was damaged, provided that an application is made for the permits necessary to restore the development with two years of the date the damage occurred.
- (7) The expansion or enlargement may not result in a net loss of ecological functions.

17.150.066 Change in Non-Conforming Uses ~~use of property where a nonconforming situation exists.~~

In addition to the provisions of SMC 17.25.200, the following provisions shall apply within SMA jurisdiction:

(1) The change in use may not increase its degree of nonconformity in relation to the use provisions of the Shoreline Master Program.

(2) The change in use may not result in a net loss of ecological functions.

- (1) Uses that were legally established and are nonconforming with regard to the use regulations of the Master Program may continue as legal nonconforming uses.

- (2) Nonconforming uses shall not be enlarged or expanded, except upon approval of a conditional use permit.
- (3) If a nonconforming use is discontinued for twelve consecutive months or for twelve months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming unless re-establishment of the use is authorized through a conditional use permit which must be applied for within the two-year period. Water-dependent uses should not be considered discontinued when they are inactive due to dormancy, or where the use included phase or rotational operations as part of typical operations.
- (4) A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a conditional use permit. A conditional use permit may be approved only upon a finding that:
- _____ (a) No reasonable alternative conforming use is practical; and
- _____ (b) The proposed use will be at least as consistent with the policies and provision of the Act and the Master Program and as compatible with the uses in the area as the preexisting use.
- _____ (c) Uses shall not become a nuisance or hazard to the general public and the surrounding neighborhood.
- _____ (d) Conditions may be attached to the permit as are deemed necessary to assure compliance with the requirements of the Master Program and Shoreline Management Act.

17.150.067 Exemption from substantial development permit.

A substantial development permit shall be required for all proposed use and development of shorelines unless the proposal is specifically exempt pursuant to RCW 90.58.030 and WAC 173-27-040 90.58.140(1). **These exemptions** following shall not be considered substantial developments for the purpose of this Master Program and are exempt from obtaining a shoreline substantial development permit (SSDP); provided, that any additional exemptions established by legislative amendment of the statute shall constitute exemptions without amendment to this code. An exemption from an SSDP is not an exemption from compliance with the Act or the Shoreline Master Program, or from any other regulatory requirements.

- (1) ~~Governor's Certification. Any project with a certification from the Governor pursuant to Chapter 80.50 RCW.~~
- (2) ~~Projects Valued at \$6,416 or Less. Any development of which the total cost or fair market value does not exceed \$6,416 if such development does not materially interfere with the normal public use of the water or shorelines of the state. The \$6,416 level is subject to adjustment for inflation by the office of financial management every five years beginning July 1, 2007.~~
- (3) ~~Maintenance and Repair. Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements.~~

(a) "Normal maintenance" includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition.

(b) "Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to the shoreline resource or environment.

(c) Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including, but not limited to, its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment.

(4) Emergency Construction. Emergency construction necessary to protect property from damage by the elements.

(a) An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow for full compliance with the Shoreline Master Program.

(b) Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed to be the appropriate means to address the emergency situation, upon abatement of the emergency situation, the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to Chapter [90.58](#) RCW, Chapter [173-27](#) WAC or this Shoreline Program shall be obtained.

(c) All emergency construction shall be consistent with the policies of Chapter [90.58](#) RCW and the Shoreline Master Program.

(d) In general, flooding or other seasonal events that can be anticipated and may occur, but that are not imminent, are not an emergency.

(5) Agricultural Construction or Practices. Construction and practices normal or necessary for farming, irrigation, and ranching activities, including agricultural service roads and utilities on shorelands, and the construction and maintenance of irrigation structures, including but not limited to head gates, pumping facilities, and irrigation channels. A feedlot of any size, all processing plants, other activities of a commercial nature, alteration of the contour of the shorelands by leveling or filling, other than that which results from normal cultivation, shall not be considered normal or necessary farming or ranching activities. A feedlot shall be an enclosure or facility used or capable of being used for feeding livestock hay, grain, silage, or other livestock feed, but shall not include land for growing crops or vegetation for livestock feeding and/or grazing, nor shall it include normal livestock wintering operations.

(6) Construction of Single-Family Residence and Accessory Buildings. Construction on shorelands by an owner, lessee or contract purchaser of a single-family residence for his own use or for the use of his family,

which residence does not exceed a height of 35 feet above average grade level as defined in WAC [173-27-030](#), and which meets all requirements of the state agency or local government having jurisdiction thereof, other than requirements imposed pursuant to this section.

(a) "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the OHWM and the perimeter of a wetland.

(b) Construction authorized under this exemption shall be located landward of the OHWM.

(7) Construction of Noncommercial Docks. Construction of a dock, including a community dock designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single- and multifamily residences.

This exception applies if:

(a) The fair market value of the dock does not exceed \$10,000; however, if subsequent construction having a fair market value exceeding \$2,500 occurs within five years of completion of the prior construction, the subsequent construction shall require a substantial development permit;

(b) A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities, or other appurtenances; and

(c) The dock meets all requirements of this code. A private dock generally is prohibited.

(8) Construction Authorized by the Coast Guard. Construction or modification, by or under the authority of the Coast Guard or a designated port management authority, of navigational aids such as channel markers and anchor buoys.

(9) Operation, Maintenance, or Construction Related to Irrigation. Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater for the irrigation of lands.

(10) Marking of Property Lines on State-Owned Lands. The marking of property lines or corners on state-owned lands when such marking does not interfere with the normal public use of the surface of the water.

(11) Operation and Maintenance of Agricultural Drainage or Dikes. Operation and maintenance of any system of dikes, ditches, drains, or other facilities existing on September 8, 1975, which were created, developed, or utilized primarily as a part of an agricultural drainage or diking system.

(12) Activities Necessary for Permit Application. Site exploration and investigation activities that are prerequisites to preparation of an application for development authorization under the Shoreline Master Program, if:

(a) The activity does not interfere with the normal public use of the surface waters;

(b) The activity will have no significant adverse impact on the environment including, but not limited to, fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;

(c) The activity does not involve the installation of a structure, and upon completion of the activity the vegetation and land configuration of the site are restored to conditions existing before the activity;

(d) A private entity seeking development authorization under the Shoreline Master Program first posts a performance bond or provides other evidence of financial responsibility to the director to ensure that the site is restored to pre-existing conditions; and

(e) The activity is not subject to the permit requirements of RCW [90.58.550](#).

(13) Removal or Control of Noxious Weeds. The process of removing or controlling an aquatic noxious weed, as defined in RCW [17.26.020](#), through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the Department of Agriculture or the Department of Ecology jointly with other state agencies under Chapter [43.21C](#) RCW.

(14) Watershed Restoration Projects. Watershed restoration projects as defined below:

(a) "Watershed restoration project" means a public or private project authorized by the sponsor of a watershed restoration plan that implements the plan or a part of the plan and consists of one or more of the following activities:

(i) A project that involves less than 10 miles of stream reach, in which less than 25 cubic yards of sand, gravel, or soil is removed, imported, disturbed, or discharged, and in which no existing vegetation is removed except as minimally necessary to facilitate additional plantings.

(ii) A project for the restoration of an eroded or unstable stream bank that employs the principles of bioengineering, including limited use of rock as a stabilization only at the toe of the bank, and with primary emphasis on using native vegetation to control the erosive forces of flowing water.

(iii) A project primarily designed to improve fish and wildlife habitat, remove or reduce impediments to migration of fish, or enhance the fishery resource available for use by all of the citizens of the state; provided, that any structure other than a bridge or culvert or instream habitat enhancement structure associated with the project is less than 200 square feet in floor area and is located above the OHWM of the stream.

(b) "Watershed restoration plan" means a plan developed or sponsored by a state department, a federally recognized Indian tribe, a city, a county, or a conservation district, for which agency and public review has been conducted pursuant to Chapter [43.21C](#) RCW, the State Environmental Policy Act. The watershed restoration plan generally contains a general program and implementation measures or actions for the preservation, restoration, re-creation, or enhancement of the natural resources, character, and ecology of a stream, stream segment, drainage area, or watershed.

(15) Projects to Improve Fish and Wildlife Passage or Habitat. A public or private project, the primary purpose of which is to improve fish or wildlife habitat or fish passage, when all of the following apply:

(a) The project has been approved in writing by the Department of Fish and Wildlife as necessary for the improvement of the habitat or passage and appropriately designed and sited to accomplish the intended purpose.

(b) The project has received hydraulic project approval by the Department of Fish and Wildlife pursuant to Chapter 75.20 RCW.

(c) The director has determined that the project is consistent with this Master Program.

(16) Hazardous Substance Remediation. Hazardous substance remedial actions pursuant to WAC 173-27-040(3).

(17) Projects on Lands Not Subject to Shoreline Jurisdiction Prior to Restoration. Actions on land that otherwise would not be under the jurisdiction of the Shoreline Management Act except for a change in the location of OHWM or other criteria due to a shoreline restoration project creating a landward shift in the ordinary high water mark that brings the land under the jurisdiction of the Act approved in accordance with SMC 17.150.073.

(18) All of the above exemptions are subject to the following regulations:

(a) Exemptions shall be construed narrowly. Only those developments that meet the precise terms of one or more of the listed exemptions may be granted exemptions from the substantial development permit process.

(b) The burden of proof that a development or use is exempt is on the applicant/proponent of the exempt development action.

(c) If any part of a proposed development is not eligible for exemption, then a substantial development permit is required for the entire project.

17.150.067A Exceptions from substantial development permit. [NEW SECTION]

Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:

(1) **Remedial Actions.** Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to Chapter 70.105D RCW, or to the Department of Ecology when it conducts a remedial action under Chapter 70.105D RCW.

(2) **Boatyard Improvements to Meet NPDES Permit Requirements.** Pursuant to RCW 90.58.355, any person installing site improvements for stormwater treatment in an existing boatyard facility to meet requirements of a National Pollutant Discharge Elimination System stormwater general permit.

(3) **WSDOT Facility Maintenance and Safety Improvements.** Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW

90.58.356 are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.

- (4) Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.
- (5) Projects authorized through the Energy Facility Site Evaluation Council process pursuant to Chapter 80.50 RCW.
- (6) Areas and uses under exclusive federal jurisdiction as established through federal or state statutes are not subject to the jurisdiction of Chapter 90.58 RCW.

17.150.087 Amendments authorized.

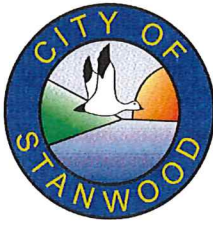
The provisions of the Shoreline Master Program use regulations or the shoreline environment map may be amended as provided for in RCW 90.58.120 and 90.58.200 and Chapter 173-26 WAC. Periodic reviews shall be processed consistent with the requirements of RCW 90.58.080 and WAC 173-26-090.

17.150.091 Transmittal to the Department of Ecology.

Subsequent to final action by the council adopting or amending the Shoreline Master Program or official control, said Master Program, official control, or amendment thereto shall be submitted to the Department of Ecology for approval. No such Master Program, official control, or amendment thereto shall become effective until approval by the Department of Ecology is obtained pursuant to RCW 90.58.090, WAC 173-26-110 and WAC 173-26-120.

Attachment E
Findings of Fact and Conclusions

DRAFT



City of Stanwood
 Stanwood, Washington
 Shoreline Master Plan Periodic Update
 SMP Checklist • April 2019

The Washington State Shoreline Management Act requires Cities and Counties to update their Shoreline Master Plans every eight (8) years on a staggering schedule off set from the Comprehensive Plan updates. The Legislature requires that all cities in King, Pierce and Snohomish Counties update their Shoreline Master Plans by June 30, 2019.

Stanwood last updated its Shoreline Master Plan in October of 2014; therefore, this periodic update will focus on amendments to state law, rules and changes in local circumstances since the City's SMP was adopted.

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2017 that may trigger an update to Stanwood's Shoreline Master Plan. The review column shows the City's response to those laws and rules. The action column will be filled out with the City's final changes to the Shoreline Master Plan and Regulations.

State Law and Regulations:

Row	Summary of change	Review	Action
2017			
a.	OFM adjusted the cost threshold for substantial development to \$7,047.	SMC 17.150.067, Exemptions, lists exemptions allowed under state law. Update this section to reference state statute RCW 90.58.030 to avoid the need for future changes.	SMC 17.150.067 removed exemption list and noted that exemptions are listed in RCW 90.58.030 and WAC 173-27-040. (Attachment D; pg 17)
b.	Ecology amended rules to clarify that the definition of "development" does not include dismantling or removing structures.	SMC 17.20.050 "D" includes the definition of "Development". Update this definition to include Ecology's new recommended language.	SMC 17.20.050 "D" was updated with state recommendations on the definition of Development. (Attachment A; pg 4)
c.	Ecology adopted rules that clarify exceptions to local review under the SMA.	Create a new section to call out exceptions separately from exemptions.	New section SMC 17.150.067A was created adopting recommended state language. (Attachment D; pg 21)

Row	Summary of change	Review	Action
d.	Ecology amended rules that clarify permit filing procedures consistent with a 2011 statute.	SMC 17.150.080, Rulings to State, references state law; no amendment needed.	No Action Required
e.	Ecology amended forestry use regulations to clarify that forest practices that only involves timber cutting are not SMA "developments" and do not require SDPs.	Update SMC 17.20.050 "D" to include the definition of Development as it relates to Forest Practice permits.	SMC 17.20.050 "D" was updated with state recommendations to exclude timber cutting from the definition of Development. (Attachment A; pg 4)
f.	Ecology clarified the SMA does not apply to lands under exclusive federal jurisdiction	Add Federal jurisdiction exclusion to new exceptions section.	New section SMC 17.150.067A was created adopting recommended state language; exclusive federal jurisdiction is noted in subsection 6. (Attachment D; pg 22)
g.	Ecology clarified "default" provisions for nonconforming uses and development .	Update SMC 17.150.064, 065, 066 and 17.20.150 "N" to reflect rules and definitions relating to Nonconforming Uses, Buildings and Lots.	SMC SMC 17.150.064, 065, 066 were updated to provide specific regulations to each non-conforming issue: uses, structures and lots. (Attachment D; pg 14-18) SMC 17.20.150 "N" was updated to provide separate definitions for non-conforming uses, structures and lots. (Attachment A; pg 4-5)
h.	Ecology adopted rule amendments to clarify the scope and process for conducting periodic reviews .	Update SMC 17.150.087 to reflect periodic review option.	SMC 17.150.087 was updated to reflect state recommended language regarding SMP periodic review option. (Attachment D; pg 22)
i.	Ecology adopted a new rule creating an optional SMP amendment process that allows for a shared local/state public comment period.	SMC 17.150.087 currently references Chapter 173-26 WAC; no amendment needed.	No Action Required.
j.	Submittal to Ecology of proposed SMP amendments.	Add reference to WAC 173-26-110 to SMC 17.150.091.	SMC 17.150.091 was updated with the RCW and WAC

Row	Summary of change	Review	Action
			references as recommended by the state. (Attachment D; pg 22)
2016			
a.	The Legislature created a new shoreline permit exemption for retrofitting existing structures to comply with the Americans with Disabilities Act .	Add ADA Exemption to SMC 17.150.067 (or eliminate entire list and simply reference RCW 90.58.030)	SMC 17.150.067 removed exemption list and noted that exemptions are listed in RCW 90.58.030 and WAC 173-27-040. (Attachment D; pg 17)
b.	Ecology updated wetlands critical areas guidance including implementation guidance for the 2014 wetlands rating system.	Update SMC 17.114, Critical Areas, Wetlands and Streams with Ecology's methodology and buffer requirements.	SMC 17.125.060 was updated to include Ecology's recommended wetland buffer widths and delineations were to be determined using the federal manual. (Attachment B; pg 6-8)
2015			
a.	The Legislature adopted a 90-day target for local review of Washington State Department of Transportation (WSDOT) projects.	Update SMC 17.150.061, 17.81A and 17.81B, review procedures, to include WSDOT permit review targets.	SMC 17.150.061 was updated include new subsection 3 identifying the target period to issue WSDOT permits. (Attachment D; pg 15)
2014			
a.	The Legislature raised the cost threshold for requiring a Substantial Development Permit (SDP) for replacement docks on lakes and rivers to \$20,000 (from \$10,000).	Update SMC 17.150.067 with new dollar thresholds to require a Substantial Development Permit on dock replacements and repair.	SMC 17.150.067 removed exemption list and noted that exemptions are listed in RCW 90.58.030 and WAC 173-27-040. (Attachment D; pg 17)
b.	The Legislature created a new definition and policy for floating on-water residences legally established before 7/1/2014.	There are no FOWR's in Stanwood; however, the Planning Commission may want to consider adding them to the list of prohibited uses listed in SMC 17.150.029.	SMC 17.150.029 Permitted Use Table was updated to prohibit floating dwelling units. (Attachment D; pg 13)
2012			
a.	The Legislature amended the SMA to clarify SMP appeal procedures .	SMP appeal process not outlined in the SMC.	No Action Required.

Row	Summary of change	Review	Action
2011			
a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved federal wetland delineation manual .	Update SMC 17.114, Critical Areas, Wetlands and Streams with Ecology's methodology and buffer requirements.	SMC 17.20.240 "W", wetlands definition was updated to reflect the requirement to delineate wetlands using the federal manual. (Attachment A; pg 5)
b.	Ecology adopted rules for new commercial geoduck aquaculture .	No geoduck aquaculture in Stanwood.	No Action Required.
c.	The Legislature created a new definition and policy for floating homes permitted or legally established prior to January 1, 2011.	There are no floating homes in Stanwood.	No Action Required.
d.	The Legislature authorized a new option to classify existing structures as conforming .	Review SMC 17.150.064 to determine if wetland or stream buffer changes create non-conforming buildings and if so consider classifying those residential buildings along Church Creek as conforming structures.	No changes were made to SMC 17.150.064 specific to wetlands; New non-conforming structures section will cover the issue. Variances from SMP's are allowed and can be applied to any potential encroachment.
2010			
a.	The Legislature adopted Growth Management Act – Shoreline Management Act clarifications .	The SMC does not reference the "effective date" of SMP amendments.	No Action Required.
2009			
a.	The Legislature created new "relief" procedures for instances in which a shoreline restoration project within a UGA creates a shift in Ordinary High Water Mark.	Changes in the OHWM from restoration projects are exempt from SMP requirements are listed in SMC 17.150.067(17).	No Action Required.
b.	Ecology adopted a rule for certifying wetland mitigation banks .	Mitigation Banks are encouraged: SMC 17.114.180.	No Action Required.

Row	Summary of change	Review	Action
c.	The Legislature added moratoria authority and procedures to the SMA.	Moratorium criteria listed in SMC 17.150.085.	No Action Required.
2007			
a.	The Legislature clarified options for defining "floodway" as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	Update floodway definition in SMC 17.20.050 "F".	SMC 17.20.050 "F" – definition of floodway was updated per state recommendations. (Attachment A; pg 4)
b.	Ecology amended rules to clarify that comprehensively updated SMPs shall include a list and map of streams and lakes that are in shoreline jurisdiction.	Rivers and streams are noted in several places: SMP and critical areas regulations. SMC 17.150.012: Shoreline Overlay Districts SMC 17.150.022: No Net Loss of Ecological Functions SMC 17.130.060: Standard Buffer Width Requirements	No Action Required
c.	Ecology's rule listing statutory exemptions from the requirement for an SDP was amended to include fish habitat enhancement projects that conform to the provisions of RCW 77.55.181.	Fish habitat enhancement projects are exempt from the Shoreline Substantial Development permit process: SMC 17.150.067(15).	SMC 17.150.067 removed exemption list and noted that exemptions are listed in RCW 90.58.030 and WAC 173-27-040. (Attachment D; pg 17)

Stanwood SMP Clarification:

Multifamily Residential Dwellings			
	The City of Stanwood issued an administrative interpretation declaring MF residential structures are allowed in the Shoreline Residential Designation.	SMC 17.150.014, Shoreline Purpose, 17.150.029, Permitted Use Table, and other relevant sections will be updated to reference multifamily residential structures.	SMC 17.150.029, Permitted Use Matrix, was updated to note that multifamily dwelling units are allowed in the shoreline jurisdiction per the underlying zoning. (Attachment D; pg 13)

Stanwood Changing Circumstances:

Shoreline Public Access and Uses			
	Review the regulations within the shoreline environment to identify possible locations to provide public access and recreational activities along the Stillaguamish River on publicly owned land.	SMC 17.150.014, Shoreline Purpose, 17.150.029, Permitted Use Table, and other relevant sections will be evaluated and updated to allow public access and recreational uses such as trails, boardwalks, open space areas, viewpoints, and /or wetland enhancement areas.	SMC 17.30.060 stream buffers were updated to match the DNR rating system. (Attachment C; pg 9) SMC 17.150.025, Public Access, was updated to note that public viewing area, walkways and trails need to be built to federal accessibility standards. (Attachment D; pg 10-12)



City of Stanwood
Findings of Fact and Conclusions of Law
Planning Commission Recommendation

A. GENERAL INFORMATION

File Number(s): 2018-0123

Project Summary: Shoreline Management Regulations Code Amendment

Applicant: City of Stanwood

Location: City of Stanwood

Public Hearing Date: May 20, 2019

Staff Contact: Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

The Washington State Shoreline Management Act requires that all jurisdictions review and update their Shoreline Management Plans on an eight (8) year schedule established by the Legislature. This update is required to ensure that local SMP's stay current with changes in state laws and rules, and is responsive to changing local circumstances. Cities in King, Pierce and Snohomish Counties are required to update their Shoreline Master Plans by June 30, 2019. Stanwood last updated its Shoreline Master Plan in October of 2014; therefore, this periodic update focuses on amendments to state law, rules and changes in local circumstances since the City's SMP was last adopted.

C. CODE AMENDMENT CRITERIA

The city may approve or approve with modifications amendments to the text of the zoning code if:

(a) The purpose and desired effect of the proposed zoning code amendment are consistent with the Stanwood Municipal Code;

The current version of the City's shoreline regulations code, SMC 17.150, was adopted in October of 2014. As part of the 2019 Shoreline Master Plan update, the City must review its regulations and make appropriate revisions to address all state mandated legislative directives between 2007 and 2017. The State is not requiring any major updates to our inventory, restoration efforts, or

cumulative impacts analysis. No changes are being proposed to the shoreline designations or major development standards.

(b) There is a positive relationship to the public health, safety and welfare of the community; and

The State of Washington adopted new rules and regulations regarding the State Shoreline Management Act. The intent of the regulations is to clarify definitions, update critical area regulations per the Department of Ecology's recommendations, streamline the periodic SMP adoption processes, and to codify rule interpretations. Cities and Counties are required to update their development regulations by June 30, 2019.

(c) The proposed amendment is consistent with the Stanwood Comprehensive Plan.

Section X – Shoreline Management Element of the 2015 Comprehensive Plan outlines the City's goals and policies regarding the protection of local shorelines. Protection of the Shoreline has been a priority since 1976 when the first shoreline citizen advisory group was established. The 2014 Shoreline Master Plan update included a full shoreline inventory which included an evaluation of shorelines natural characteristics, lands uses, property ownership, and ecological functions.

The Comprehensive Plan contains 10 goals and 65 implementing policies which address: general administration of the SMP, recreation, cultural resources, flood hazards, education, and long range planning.

Since this action represents a periodic review ensuring compliance with state laws and minor changes to public access, the pertinent policies include:

- SH-5: Ensure safe, convenient and diversified access for the public to the publically owned shorelines of Stanwood and assure that the intrusions created by public access will recognize the rights of private property owners, and will not adversely affect fragile natural areas.
- SH-9: Support the integration of other City planning and regulatory efforts with shoreline management activities, especially planning and implements of plans under the Growth Management Act (GMA). This element reflects changes in state legislation which make SMP policies part of the Comprehensive Plan and SMP regulations part of the City development code.
- SH-11: Advance the intent and policy of the Shoreline Management Act of 1971 through a fair, balanced and impartial administration of the shoreline permit process and other legal requirements of the Act.

SH-11.9: Provide for an eight (8) year review of the shoreline uses and their locations as to appropriateness and compatibility with goals and policies.

D. FINDINGS OF FACT

1. The State of Washington enacted the Shoreline Management Act (RCW 90.58) in 1971.
2. The Washington State Shoreline Management Act requires Cities and Counties to update their Shoreline Master Plans every eight years on a staggering schedule off set from the Comprehensive Plan updates.
3. The Legislature requires that all Cities in King, Pierce, and Snohomish Counties to update their Shoreline Master Plans by June 30, 2019.
4. Stanwood last updated its Shoreline Master Plan in October of 2014.
5. The State is not requiring major updates to the City's inventory, restoration efforts, or cumulative impacts analysis.
6. The City of Stanwood's Shoreline Master Plan update focuses on state mandated amendments between 2007 and 2017 and minor local code changes relating to parks and access along the Stillaguamish River.
7. The Ecology Review Checklist has been updated with the City's proposed actions to maintain compliance with state mandates.
8. A Public Participation Plan was adopted by the City Council on June 14, 2018 detailing the City's proposal to provide public input into the update process.
9. Pursuant to RCW 36.70A. 106, on April 1, 2019 the City notified the State of Washington of its intent to adopt amendments to its development regulations.
10. The Planning Commission held several public meetings on June 11, June 25, July 9, and September 24, 2018 and on March 11 and April 8, 2019 to review the proposed shoreline code amendments.
11. The Audubon Society held their regular public meeting at the PUD office building in Stanwood on July 13, 2018 where shoreline land uses and shoreline issues were discussed.
12. The Parks / Trails Advisory Committee held a public meetings on September 10, 2018, where shoreline land uses and shoreline issues were discussed.

13. The City of Stanwood SEPA Responsible Official reviewed the amendments and issued a Determination of Non-significance (DNS) on April 9, 2019.

14. On April 23, 2019, the public hearing notice was printed in the Stanwood Camano News as required by law that a public hearing was to be held by the Planning Commission and all persons wishing to provide public input concerning the proposed amendments set forth in this Ordinance were heard.

15. The Planning Commission held a joint public hearing with the Department of Ecology on May 20, 2019 to consider all relevant matters, and heard all parties in support or opposition, and subsequently forwarded a recommendation to the City Council.

16. Stanwood's 2015 – 2035 Comprehensive Plan directly addresses the need to regularly update the Shoreline Master Plan and associated development regulations:

- SH-5: Ensure safe, convenient and diversified access for the public to the publically owned shorelines of Stanwood and assure that the intrusions created by public access will recognize the rights of private property owners, and will not adversely affect fragile natural areas.
- SH-9: Support the integration of other City planning and regulatory efforts with shoreline management activities, especially planning and implements of plans under the Growth Management Act (GMA). This element reflects changes in state legislation which make SMP policies part of the Comprehensive Plan and SMP regulations part of the City development code.
- SH-11: Advance the intent and policy of the Shoreline Management Act of 1971 through a fair, balanced and impartial administration of the shoreline permit process and other legal requirements of the Act.
- SH-11.9: Provide for an eight (8) year review of the shoreline uses and their locations as to appropriateness and compatibility with goals and policies.

17. The City Council Community Development Committee reviewed the proposed amendments set forth in this Ordinance on April 11, 2019.

18. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the Planning Commission at the public hearing on May 20, 2019 for their consideration.

E. CONCLUSIONS OF LAW

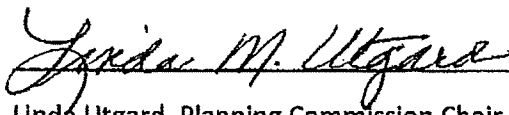
1. The City of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.

2. SMC section 17.155.030 requires that the Planning Commission review and make recommendations to the Stanwood City Council regarding code amendments to Title 17, Zoning.
19. On April 23, 2019, the public hearing notice was printed in the Stanwood Camano News as required by law that a joint public hearing was to be held by the Planning Commission and Washington Department of Ecology and all persons wishing to provide public input concerning the proposed amendments set forth in this Ordinance were heard.
3. SEPA review was conducted on the proposal and a Determination of Nonsignificance (DNS) was issued on April 9, 2019 under WAC 197-11-340(2). No appeals of the SEPA determination were filed.
4. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including Shoreline policies 5, 9, 11 and 11.9.
5. The proposal is beneficial to the public health, safety and welfare and is in the public interest by ensuring the City's Shoreline Master Plan and development regulations are consistent with state law and the Department of Ecology's development guidance.
6. After considering staff comments and public testimony the Stanwood Planning Commission determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

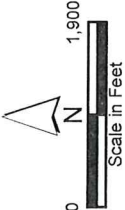
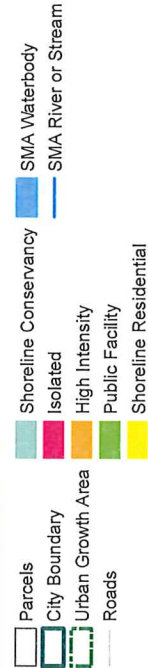
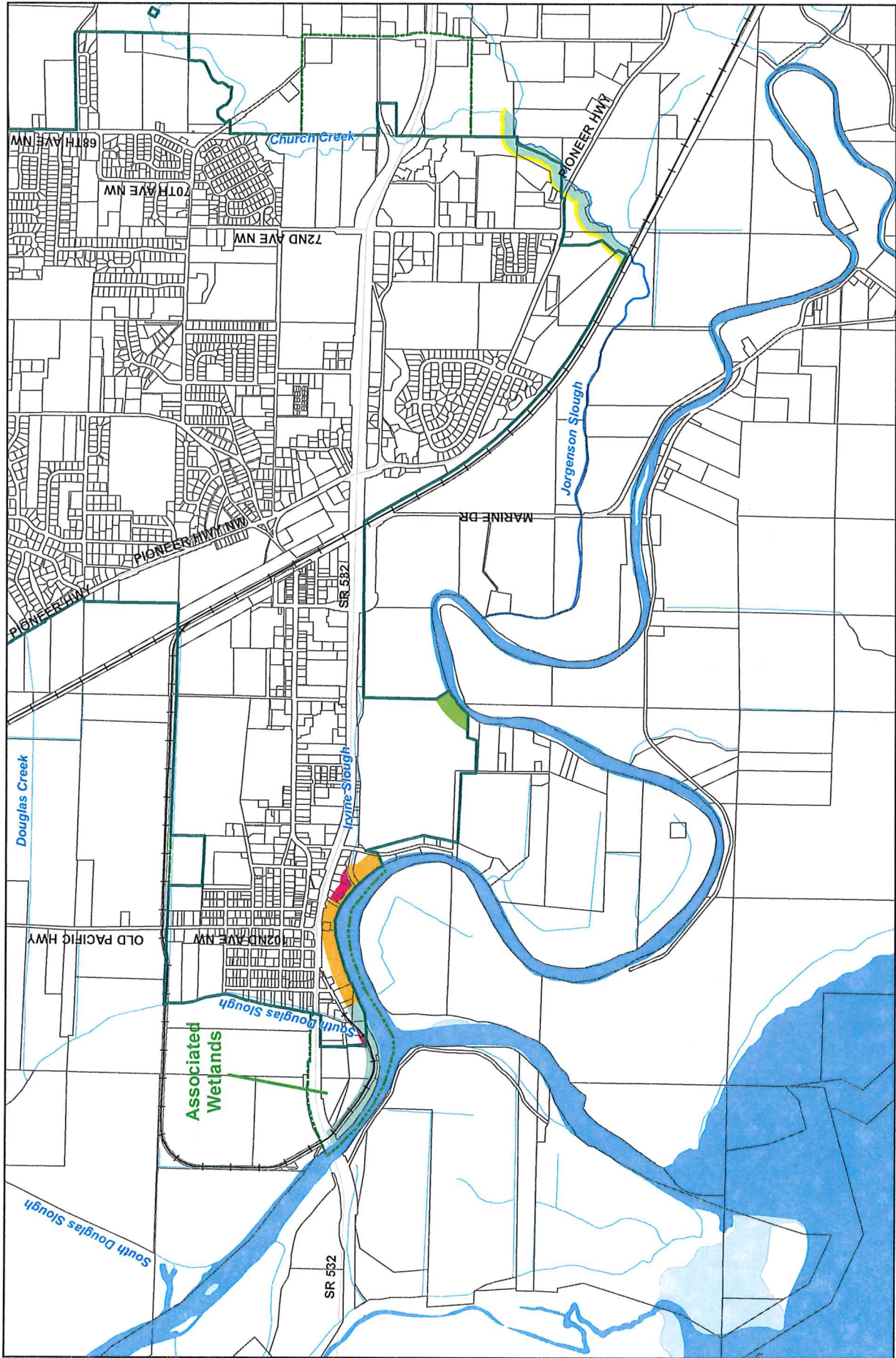
F. STAFF RECOMMENDATION

Move that the Planning Commission **ADOPT** the Findings of Fact and Conclusions of Law contained herein and **AUTHORIZE** the Planning Commission Chair to sign the Findings on behalf of the Commission and recommend that the Stanwood City Council **APPROVE** the proposed amendments to Chapter 17 of the Stanwood Municipal Code.

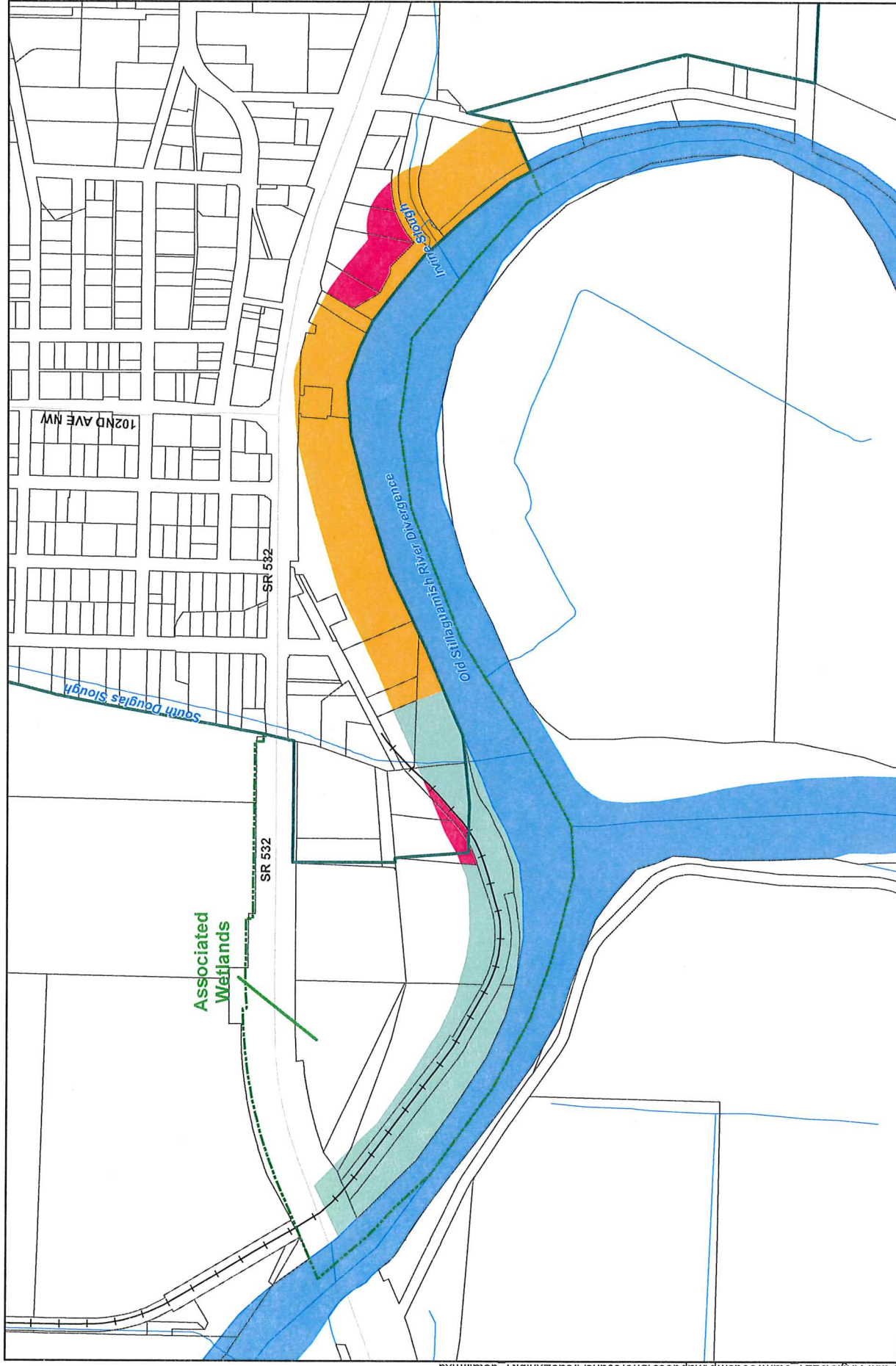
Dated this 20th of May 2019.


Linda Utgard, Planning Commission Chair
City of Stanwood

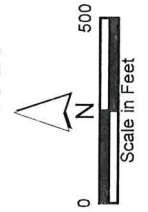
City of Stanwood
Shoreline Master Plan Update
Shoreline Designation



Parametrix



Parametrix

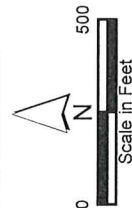


City of Stanwood Shoreline Master Plan Update Shoreline Designation Detail 1

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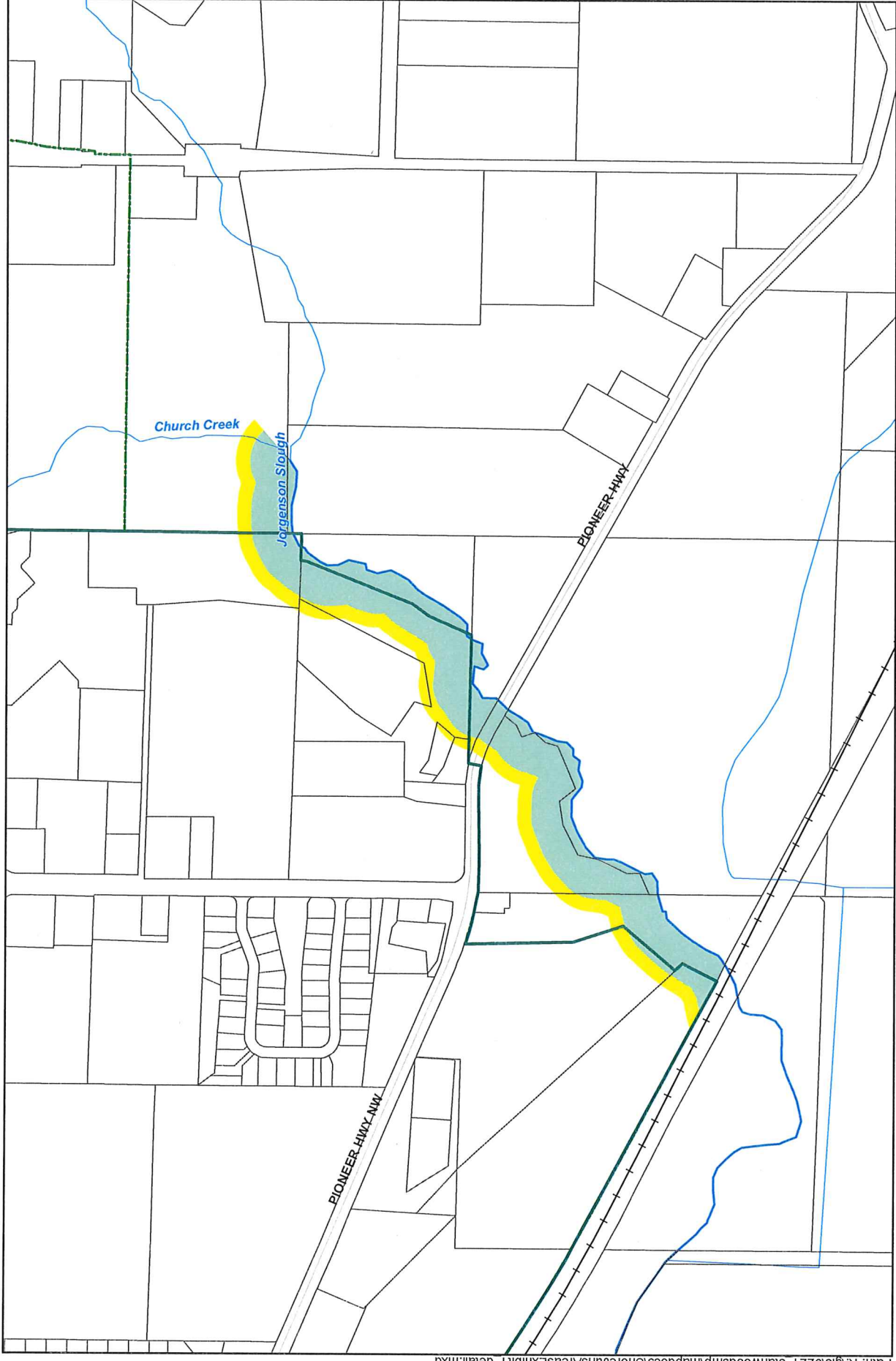
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City of Stanwood Shoreline Master Plan Update Shoreline Designation Detail 2

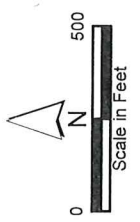
- Parcels
- City Boundary
- Urban Growth Area
- Roads
- Shoreline Conservancy
 - Isolated
 - High Intensity
 - Public Facility
 - Shoreline Residential
- SMA Waterbody
 - SMA River or Stream

City of Stanwood Shoreline Master Plan Update Shoreline Designation Detail 3



- Parcels
- City Boundary
- Urban Growth Area
- Roads
- Shoreline Conservancy
- Isolated
- High Intensity
- Public Facility
- Shoreline Residential
- SMA Waterbody
- SMA River or Stream

Parametrix





**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b
DATE: July 11, 2019
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Amanda Slattery, Police Records Clerk
ATTACHMENTS: A – June 27, 2019 Public Safety Committee Minutes

SUMMARY STATEMENT

Minutes of the June 27, 2019 Public Safety Committee Meeting are attached.

**STANWOOD
PUBLIC SAFETY COMMITTEE MEETING MINUTES
June 27, 2019**

Location:

The Public Safety Committee meeting was held at the Stanwood School District Administration Building (26920 Pioneer Hwy). Started at 1840 hours.

Attendance:

City Council Members – Tim Pearce, Elizabeth Callaghan
Police Chief – Norm Link
Fire Chief-John Cermak

**Agenda Topics: Stanwood Police Department Update
 North County Fire Community Resource Paramedic**

Stanwood Police Department Update

Chief Link provided a general police department update for the committee members. Call loads and crime rates for most crimes have seen a significant decrease in 2018. At the time of the mayor's state of the city address to the chamber of commerce, the city had experienced a 26% decrease in burglaries, a 33% decrease in vehicle thefts, and a 31% drop in thefts. Front office staff have seen an increase in workload due to gun permit applications and public disclosure request.

North County Fire-Community Resource Paramedic Program

Chief Cermak gave an update on the North County Fire community resource paramedic program. This position has been hired and filled by Darren Reid. He is currently getting all the necessary certifications and will hopefully be completely ready to go by October. The fire department will be conducting the necessary inspections of the fireworks stands in the city this week. Chief Cermak also

advised that they are purchasing two new fire trucks and getting two new ambulances to upgrade their fleet. The fire commission board also voted to take a level lid lift proposition out to ballot.

The public safety committee meeting ended at approximately 1858hrs.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: July 11, 2019

SUBJECT: Approve a task order with RH2 Engineering for services during construction of the 297 Zone Water Reservoir

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: 1) Scope and Fee

ISSUE

The issue in front of the Council is to authorize the Mayor to approve a task order with RH2 Engineering to provide services during construction of the 297 Zone Water Reservoir.

RECOMMENDATION

Staff recommends approval of the task order.

SUMMARY STATEMENT

The City had a new water reservoir designed and put out to bid. A low bidder has been accepted to construct the project and now staff is seeking to have RH2 Engineering provide services during construction including; contract administration, submittal review, inspections, SCADA software development and testing and startup.

DISCUSSION

With a project of this nature there are a number of specialized inspections (geotech, coatings, welds etc.) that need to be completed by qualified personnel. There is also a need to have someone very familiar with the plans and specifications to answer contractor questions and provide support to limit issues and change orders. RH2 Engineering having designed the project and knowing what is required will be able to handle these functions.

COMMITTEE RECOMMENDATION

The Public Works Committee recommends approval of the task order.

FINANCIAL IMPACT

There is \$3,157,000 in the current budget of which the City will apply for a \$3,000,000 loan. \$199,193.78 has been spent to date (\$179,234.03 design and \$19,959.75 permit and ad).

Project Budget	\$3,157,000
Misc. Expenditures to date	\$ 199,193.78
T Bailey (contractor)	\$2,478,021
RH2 SDC	\$185,895
Total cost	\$2,863,109.78

COUNCIL OPTIONS

- 1) Authorize the Mayor to sign the task order.
- 2) Direct staff to areas of concern.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A TASK ORDER WITH RH2 ENGINEERING TO PROVIDE SERVICES DURING CONSTRUCTION OF THE 297 ZONE WATER RESERVOIR NOT TO EXCEED \$185,895.

**PER ON-CALL PROFESSIONAL SERVICES MASTER CONTRACT #2018-53
BETWEEN CITY OF STANWOOD, WASHINGTON (CITY)
AND RH2 ENGINEERING, LLC (CONSULTANT)**

TASK APPROVAL ORDER FORM

PROJECT NAME: 297 Zone Reservoir - Phase 3 Services During Construction

TASK APPROVAL ORDER NUMBER: RH2 - 1.2

Scope of Services for this Task Order is as follows:

RH2 will assist City staff with services during construction (SDC) as described herein.

Assumptions:

The Scope of Work for SDC assumes there will be one (1) contractor working on the project. Special inspections will be performed by others via subconsultant contract with RH2 for welding inspection, as required by the International Building Code 2015, and coating inspection to ensure surface preparation and coatings meet the project specifications. RH2 is not responsible for providing means and methods or for directing the contractor in their work. The construction duration will be 230 calendar days maximum

Tasks:

- Task 1 – Construction Contract Administration
- Task 2 – Submittal Review
- Task 3 – On-Site Construction Observation
- Task 4 – SCADA Software Development
- Task 5 – Testing and Startup
- Task 6 – Construction Records and Operations and Maintenance Manuals

The scope of services and cost estimate (Exhibit A & B) are incorporated into the Agreement. This shall constitute an approved Task Order pursuant to the Contract between CITY and CONSULTANT dated **October 11, 2018** ("AGREEMENT").

CONSULTANT agrees to perform the services and provide the materials described above for a fee amount of **\$185,895.00 (one hundred eight-five thousand eight hundred ninety-five dollars and no cents)**, unless otherwise modified by CITY'S Public Works Director in a signed writing/subsequent Task Order Approval Form. All charges shall be consistent with the Consultant

Rate Schedule which is included in Attachment A and incorporated herein by this reference.

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

Dated this **11th day of July, 2019**

CITY OF STANWOOD

By: _____ Date: _____
Leonard Kelley, Mayor

RH2 ENGINEERING, LLC

By: _____ Date: _____
Richard L. Ballard, Director

EXHIBIT A
Amendment No. 2 to Task Order RH2-1
Scope of Work
City of Stanwood
297 Zone Knittle Reservoir II
Phase 3 – Services During Construction
June 2019

Background

RH2 Engineering, Inc., (RH2) has completed the predesign and design, and is presently assisting with services during bidding for the 297 Zone Knittle Reservoir II project for the City of Stanwood (City). The project bid opening will occur in mid-June. Construction will occur in the summer and fall months, facilitated by a contractor who is yet to be determined. RH2 will assist City staff with services during construction (SDC) as described herein.

Assumptions

This Scope of Work for SDC assumes there will be one (1) contractor working on the project. Special inspections will be performed by others via subconsultant contract with RH2 for welding inspection, as required by the International Building Code 2015, and coating inspection to ensure surface preparation and coatings meet the project specifications. RH2 is not responsible for providing means and methods or for directing the contractor in their work. The construction duration will be 230 calendar days maximum.

Task 1 – Construction Contract Administration

Objective: Organize, manage, and coordinate RH2's engineering disciplines. Selectively support the City during the construction phase.

Approach:

- 1.1 Provide monthly invoices, monitor project progress and budget, manage RH2 team, and correspond with the City regarding project progress and budget.
- 1.2 Coordinate and attend pre-construction meeting, which will include the City, RH2, and the contractor. Provide project plans and specifications in print format to the contractor and City. Prepare meeting agenda and minutes in electronic format (MS Word).
- 1.3 Attend construction meetings every two (2) weeks with involved parties at the project site. Prepare and distribute meeting agendas and minutes. Coordinate with City personnel throughout the construction phase, as requested. *Sixty (60) hours of RH2's time is assumed for*

this effort. Additional effort, as needed, will be mutually determined between RH2 and the City by amendment.

RH2 Deliverables:

- Monthly invoices with progress reporting.
- Correspondence with the City regarding project progress and budget.
- Construction plans and specifications to the contractor and the City. This includes printing by Applied Digital Imaging of plans, specifications, and addenda. Two (2) addenda to City, four (4) half-size plans, four (4) specification sets, and one (1) full-size plan set.
- Pre-construction meeting agendas and minutes in MS Word format.
- Construction meetings agendas and minutes in MS Word format.

Task 2 – Submittal Review

Objective: Provide submittal review during construction.

Approach:

- 2.1 Review shop drawings, equipment submittals, specifications, and construction sequence for conformance to the project plans and specifications.

Assumptions:

- *RH2 shall be responsible for receiving submittals from the contractor and distributing submittals to the appropriate parties for review.*
- *RH2 shall perform an initial cursory review of each submittal to determine if minimum RH2 and City requirements for content and format are met. If these requirements are not met, RH2 will return the submittal to the contractor for revision prior to commencement of review.*
- *RH2 shall determine acceptance status of each submittal.*
- *RH2 will be responsible for returning submittals to the contractor and for maintaining copies of the submittals in the PDF format shared with the contractor and City.*
- *Resubmittals shall not exceed one (1) per submittal item to maintain budget shown in Exhibit B.*

RH2 Deliverables:

- Completed submittal response forms to the City and Contractor in electronic format (PDF).

Task 3 – On-Site Construction Observation

Objective: Assist City staff with on-site construction observation and special inspection for the 297 Zone Knittle Reservoir II, as requested by the City.

Approach:

- 3.1 Provide engineer(s) on site to perform the tasks involved in observing construction activities and providing photographic documentation, including civil, mechanical, structural, and electrical construction. Review completed phases of the work and assist with the flow of communications between the City and the contractor. Coordinate with the City to schedule construction observation to occur during certain portions of the construction process. A written report of each visit will be prepared and provided to the City at the City's request. Inspections include special inspection by MTC, Inc. for rebar, concrete compression tests, concrete air entrainment for generator slab and compaction testing (modified Proctor and nuclear densometer).
- 3.2 Prepare up to eight (8) weekly statements of working days in PDF and email to the City and contractor. This will be completed during the last two months of the construction period.
- 3.3 Respond to up to ten (10) requests for information (RFIs) and provide design clarifications at the direction of the City. *Responding to RFIs and providing design clarifications will be accomplished on an on-call basis up to the amount budgeted in the attached **Exhibit B**. This effort will not exceed the budgeted amount without specific authorization from the City.* Work closely with the City to provide prompt responses to the RFIs. *Twenty (20) hours of RH2's time is assumed for this effort. Additional effort, as needed, will be mutually determined between RH2 and the City.*
- 3.4 Support the City in reviewing up to three (3) change orders and supporting information. Prepare and submit change orders and supporting information to the City for approval and execution. *RH2 shall not direct the Contractor to make any changes to or deviations from the Contract Documents – this responsibility and authority shall only lie with the City.*
- 3.5 Coordinate welding inspection as required by the International Building Code 2015. *This effort will be performed by Mayes Testing as a subconsultant to RH2. The budget as described in the attached **Exhibit B**, is subject to change based on contractor ability, and can be adjusted by amendment.*
- 3.6 Coordinate surface preparation and coating inspections. *This effort will be performed by Quality Coatings Inspection and Consulting as a subconsultant to RH2. Budget as described in the attached **Exhibit B**, is for full time inspection during coating work and subject to change based on contractor ability and weather conditions and can be adjusted by amendment.*

Assumptions:

- *RH2's on-site construction observation and review services are estimated at one and one-half (1.5) site visits per week for a duration of two hundred (200) calendar days and is in addition*

to the bi-weekly construction meetings listed in Task 1. This is split between civil, mechanical, and structural review for 75 percent of the time, and electrical and control review for 25 percent of the time. It is assumed the bi-weekly construction meetings will coincide with RH2's on-site construction observation and review to minimize travels costs and expenses.

- *Subconsultant fees are based on estimates for a competent contractor with adequate experience and credentials in welded steel construction and steel coatings. The level of effort is relative to contractor ability and subject to modification.*

Provided by City:

- City will provide daily construction inspection and management.
- Preparation and review of pay requests.
- Review and approve contract items.

RH2 Deliverables:

- Construction observation reports in MS Word format. Catalog construction photos by date.
- Weekly statements of working days in PDF format.
- RFI responses in MS Word format.
- Change order forms shared with City staff in MS Word format.

Task 4 – SCADA Software Development

Objective: Develop supervisory control and data acquisition (SCADA) system software and provide testing services and technical assistance with the startup of the reservoir control system.

- 4.1 Perform programmable logic control (PLC) software development for the proposed reservoir, generator, and ShakeAlert signal.
- 4.2 Perform operator interface software development for the proposed reservoir. Update human machine interface (HMI) computer and Win911 software.
- 4.3 Perform control system factory testing of telemetry panel hardware and software in the panel shop.
- 4.4 Perform control system field testing of telemetry panel hardware and software at the project site.
- 4.5 Provide software training and operations and maintenance (O&M) manual material for the PLC and operator interface software on site with City staff present.

RH2 Deliverables:

- PLC programming and operator interface programming at the site.
- HMI computer and Win911 software updates.

- Copies of the PLC and operator interface programs.
- Control system factory and field testing of the telemetry panel hardware and software, and pump control panel.
- O&M manual materials in electronic format (PDF).

Task 5 – Testing and Startup

Objective: Assist the City with generator and reservoir testing and startup.

Approach:

- 5.1 Provide on-site engineering review during reservoir testing and startup. *The site visit is assumed to be one (1) eight (8)-hour day including travel with off-site support as requested by the City.*
- 5.2 Provide on-site engineering review during generator testing and startup. *The site visit is assumed to be one (1) eight (8)-hour day including travel.*
- 5.3 Develop a preliminary and final punch list for the contractor. Conduct final on-site construction observation. Perform final walkthrough for completion of punch list items and specified construction by the contractor. *It is anticipated that the contractor will complete the punch list items prior to the final on-site construction observation.*
- 5.4 Coordinate water sampling, testing, and leakage testing of the reservoir and water main components.
- 5.5 Provide physical and substantial completion letters in PDF format emailed to the City documenting when the contractor has completed each step.

Assumptions: *The contractor will complete the punch list review with two (2) meetings lasting two (2) hours per meeting. The reservoir filling and testing will be accomplished without taste and odor, leakage, or coliform detection.*

RH2 Deliverables:

- On-site review and assistance during testing, startup, punch list completion, and final walkthrough.
- Start-up completion reports and punch list items for the contractor in electronic format (MS Word or PDF).
- Physical and substantial completion letters in electronic format (PDF).

Task 6 – Construction Records and Operations and Maintenance Manuals

Objective: Prepare construction record drawings and review contractor-provided Operations and Maintenance (O&M) Manuals.

Approach:

- 6.1 Review redline record drawings/field records provided by the contractor to check for accuracy and consistency with the City inspector's field records.
- 6.2 Prepare construction records based on the contractor-provided redline record drawings to reflect as-built conditions.
- 6.3 Review contractor-provided O&M Manuals.

Assumptions:

- *Design changes will be minimal with no significant changes to site layout, structural, mechanical, or electrical systems.*
- *RH2 will rely on the accuracy and completeness of the contractor-provided redline record drawings and City inspector records.*
- *Contractor will prepare and produce O&M Manuals for the City.*

RH2 Deliverables:

- One (1) half-size set of construction plans and one (1) thumb drive containing PDFs of the drawings.
- One (1) half-size set of construction record plans for RH2 records.
- Review and comment on the O&M Manuals.

Project Schedule

It is the goal of all parties that the work as described in the project scope shall be fully completed by the end of January 2020, assuming that notice to proceed is provided to RH2 by the end of June 2019. The schedule for this project may be modified as mutually agreeable to RH2 and the City.

EXHIBIT B

City of Stanwood

Amendment No. 2 to Task Order RH2-1

297 Zone Knittle Reservoir II

Phase 3 - Services During Construction

Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	Construction Contract Administration	88	\$ 14,426	\$ 805	\$ 1,425	\$ 16,656
Task 2	Submittal Review	84	\$ 13,684	\$ -	\$ 709	\$ 14,393
Task 3	On-Site Construction Observation	313	\$ 50,143	\$ 52,141	\$ 5,923	\$ 108,207
Task 4	SCADA Software Development	119	\$ 20,341	\$ -	\$ 819	\$ 21,160
Task 5	Testing and Startup	86	\$ 14,430	\$ -	\$ 896	\$ 15,326
Task 6	Construction Records and Operations and Maintenance Manuals	58	\$ 9,442	\$ -	\$ 711	\$ 10,153
PROJECT TOTAL		748	\$ 122,466	\$ 52,946	\$ 10,483	\$ 185,895



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a
DATE: July 11, 2019
SUBJECT: Skagit Valley Youth Soccer Association (SVYSA) Lease Agreement
CONTACT PERSON: Kevin Hushagen
ATTACHMENTS: A – Lease Agreement

ISSUE

The issue in front of the city council is whether or not to authorize the mayor to sign an annual lease agreement (Attachment A) with the Skagit Valley Youth Soccer Club (SVYSC) to use the southwest corner of the Public Works Park Department shop located at Heritage Park 9600 276th Street NW as a storage room for sports equipment.

SUMMARY

In 2006, the southwest corner of the Parks Department shop was walled off to create a 14' X 14' storage room. The only access to the storage room is from the outside. Materials and labor were donated by Stanwood Camano Youth Soccer Club (SCYSC) volunteers. After the room was completed the SCYSC was given permission to use the storage room for storing soccer equipment.

SCYSC is registered under SVYSA so although SCYSC will be using the storage room, the lease agreement is legally required to be between the City of Stanwood and Skagit Valley Youth Soccer Association (SVYSA).

DISCUSSION

The SCYSC's current lease for the 14' X 14' storage room located in the southwest corner of the Public Works Parks Department shop located at Heritage Park 9600 276th Street NW expired December 31, 2018.

SCYSC wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of SCYSC soccer equipment.

The City wishes to ensure City property housed in the Shop is secure through this agreement.

The term of the proposed lease shall be one (1) year from the date of execution by both parties and may be automatically renewed for two (2) additional one (1) year terms (up to three years total).

SCYSC will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

The City shall pay for utilities, such as power, heat, gas, and garbage.

SCYSC shall only be allowed on the premises during park hours (posted at the entrance of the park). SCYSC will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times. SCYSC, its employees, volunteers, guests, invitees, and anyone in its control shall park in designated parking area only.

FISCAL IMPACT

The financial impact to the City will be positive. The proposed monthly lease fee is one hundred dollars (\$100.00). Staff called three self-storage companies to compare market value.

Room Size	Stanwood Park Dept Shop Proposed Rate	Stanwood Self Storage	AAA Camano Heated Storage	Public Storage Smokey Point
14x14	\$100 per month	n/a	n/a	n/a
10x10	n/a	\$100 per month	\$135 per month	\$211 per month
10x15	n/a	\$140 per month	\$216 per month	\$204 per month
10x20	n/a	\$160 per month	\$320 per month	\$310 per month

The city will continue to pay for utilities, such as power, heat, gas, and garbage. Staff does not anticipate any unbudgeted expenses since the lease agreement use is for the sole purpose of storing equipment.

COMMITTEE RECOMMENDATION

This item was not presented to the Public Works Committee.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign an annual lease agreement with the Skagit Valley Youth Soccer Association to store equipment in the southwest corner of the Public Works Parks Department Shop from July 1, 2019 to December 31, 2019.
2. Do not authorize Mayor Kelley to sign the lease agreement and direct staff to areas of concern. The city council may have questions or concerns about the lease agreement term, rental fee, access or use of the city's facility.

3. Amend the terms and conditions of the lease agreement prior to authorizing the mayor to sign the lease. The city council may want to make changes to the length of the lease, the rental rate or other terms before approving the agreement.

RECOMMENDED ACTION

I MOVE TO AUTHORIZE THE MAYOR KELLEY TO SIGN A LEASE AGREEMENT WITH THE SKAGIT VALLEY YOUTH SOCCER ASSOCIATION TO USE THE SOUTHWEST CORNER OF THE PARKS DEPARTMENT'S SHOP LOCATED AT HERITAGE PARK 9600 276TH STREET NW AS A STORAGE ROOM FOR SPORTS EQUIPMENT FROM JULY 1, 2019 TO DECEMBER 31, 2019.

**FACILITY LEASE AGREEMENT
CITY OF STANWOOD and
SKAGIT VALLEY YOUTH SOCCER ASSOCIATION**

The parties hereto are the CITY OF STANWOOD, a municipal corporation of the State of Washington, ("City") and the Skagit Valley Youth Soccer Association, a non-profit Washington corporation, ("SVYSA").

RECITALS

WHEREAS, The City of Stanwood is the legal owner of record of Heritage Park (Snohomish County, Washington, Parcel 32032400413200), legally described on **Exhibit 1** attached hereto, generally located at 9600 276th Street NW, Stanwood, WA 98292, hereinafter referred to as "Premises"; and

WHEREAS, The City's park department's shop, hereinafter referred to as "Shop", which houses tools and equipment, which includes but is not limited to riding lawn mowers, a backhoe, a bucket truck and a vactor truck is located at Heritage Park; and

WHEREAS, The SW corner of the Shop has been walled off to create a 14' X 14' sport equipment storage room, depicted on **Exhibit 2** attached hereto, hereinafter referred to as "Storage Room", which can be accessed only from the outside; and

WHEREAS, SVYSA wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of SVYSA soccer equipment; and

WHEREAS, SVYSA has further expressed an interest in constructing improvements to the Storage Room; and

WHEREAS, The City wishes to ensure City property housed in the Shop is secure through this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

1. **AGREEMENT AND DESCRIPTION.** Upon the terms and conditions hereinafter set forth, the City does hereby provide to the SVYSA the exclusive use of the Storage Room depicted on **Exhibit 2** located in the Shop situated on the property described in **Exhibit 1**.

2. **BUSINESS PURPOSE.**

- a) The Premises is to be used primarily for the purpose of storing sports equipment. No flammable or explosive materials, hazardous substances or any material or thing which could constitute a danger to the Shop or a hazard to the public shall be stored in the Storage Room at any time.

- b) This lease agreement prohibits SVYSA, its employees, volunteers, guests, invitees and anyone in its control, from engaging in activities which would interfere with the rights of, or quiet enjoyment of the premises by others permitted by the City to use the premises.

3. **TERM.** The term of this agreement shall be effective from July 1, 2016 until December 31, 2016. The agreement may be automatically renewed by the parties for two (2) additional six (6) month terms July 1st until December 31st unless terminated in accordance with section 3 (a).

- a) Termination. Either party may terminate this agreement with sixty (60) days written notice to the other party in accordance with section 17.

4. **RENTAL FEE.** SVYSA will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

5. **UTILITIES.** The City shall pay for utilities, such as power, heat, gas, and garbage.

6. **ACCESS.**

- a) SVYSA shall only be allowed on the premises during park hours which are posted at the entrance of the park.
- b) SVYSA will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times.
- c) SVYSA, its employees, volunteers, guests, invitees and anyone in its control shall park in designated parking area only.

7. **CARE OF PREMISES.**

- a. The SVYSA shall at all times keep the Storage Room neat, clean and in a sanitary condition and shall at all times preserve said Storage Room in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- b. All maintenance and operating costs shall be borne by the City. This includes but is not limited to, all HVAC systems and fixtures and the replacement or major repairs to these systems unless said replacement or repairs are necessitated by SVYSA neglect.
- c. The SVYSA will commit or permit no waste, damage or injury to the Storage Room.
- d. The SVYSA shall be responsible for replacement of keys or rekeying of the premises if keys are lost or stolen and city assets are deemed by the city to be at risk. If SVYSA uses a key code pad, SVYSA will change the code at the end of each season and provide the City with the new code.

8. **MAINTENANCE OF GROUNDS.** The City shall maintain the grounds and parking areas.

9. STORAGE OF MATERIALS, SUPPLIES, ETC. The SVYSA covenants not store or deposit materials, supplies or other objects on the premises without the permission of the City. Failure of SVYSA to fully carry out this agreement shall be a breach of covenant of this agreement.

10. HAZARDOUS WASTES. The SVYSA covenants not to bring dangerous wastes, hazardous wastes or extremely hazardous wastes as defined by RCW 70.105.010, et seq. to the premises or allow any of its employees, volunteers, guests or others under its control to do so, and shall at SVYSA's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. SVYSA shall promptly notify the City and North County Fire of the existence of dangerous wastes, hazardous wastes or extremely hazardous wastes as required by state and federal regulations. SVYSA shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. SVYSA shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

11. VACATING THE PREMISES. SVYSA agrees that at the expiration or sooner termination of this agreement, the SVYSA will quit and surrender said premises without notice and in a neat and clean condition and will deliver to the City all keys to all buildings on the premises.

12 INDEMNITY. All personal property on said premises shall be at the risk of SVYSA. The City shall not be liable for any damage, either to person or property, sustained by SVYSA or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected, or due to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of SVYSA or other occupants of said buildings or any other persons, or due to the happening of any accident from any cause in or about said buildings. SVYSA covenants to protect, save and indemnify City, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of SVYSA employees or third parties on account of personal injuries, death or damage to property arising out of the premises occupied by SVYSA or in any way resulting from the willful or negligent acts or omissions of the SVYSA and/or its agents, employees or representatives.

City covenants to protect, save and indemnify SVYSA its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of the City's obligations under this agreement or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

13. LIABILITY INSURANCE. SVYSA shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as a least A (Excellent) and Financial Size Category of not less than Class X or in such other

company or companies not so rated which may be acceptable to the City, insuring SVYSA against all claims for damages for personal injury, including death and against all claims for damage and destruction of property, which may arise by the acts or negligence of the SVYSA, its agents, employees or servants or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000.00) combined single limit. City shall be named in all such policies as an additional insured and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to the City. Each such policy shall provide that the policy may not be cancelled without the company first giving the City at least thirty (30) days written notice.

14. **FIRE INSURANCE.** The City shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on the building. Contents owned by the SVYSA in the building shall be covered under the Skagit Valley Youth Soccer Association insurance.

15. **ASSIGNMENT AND SUBLETTING.** SVYSA shall not sublet or assign any portion of the Storage Room covered by this Agreement without the express written consent of City.

16. **SVYSA EMPLOYEES AND VOLUNTEERS.** This Lease is not intended in any fashion to create the relationship of employer-employee with respect to the City and SVYSA or its employees or volunteers. Neither SVYSA nor any person employed by or any volunteer of SVYSA is to be considered at any time an employee of the City. Neither party to this Lease is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Lessee agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to SVYSA and its employees and volunteers. SVYSA shall be solely responsible for all of its employee benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as SVYSA may wish to provide.

17. **NOTICE.** All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this agreement:

City of Stanwood
Kevin Hushagen
Public Works Director
10220 207th Street NW
Stanwood, WA 98292
(360) 629-9782 | fax (360) 629-0867

Skagit Valley Youth Soccer Association
Lynn Belles, Vice-President
PO Box 614
Mount Vernon, WA 98273
(800) 672-3289

18. **GOVERNMENTAL FEES.** Except for those which may be approved by Resolution of the City Council of the City of Stanwood, all fees due under applicable law to the City,

County or State on account of any inspection made on premises by any officer thereof shall be paid by SVYSA.

19. **SIGNS.** There shall be no signs or symbols allowed on the door or upon the exterior part of the Shop.

20. **ALTERATIONS.** The SVYSA shall not make any material alterations, additions or improvements to the Storage Room without written consent of the City and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the SVYSA and shall become the property of the City except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this agreement, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the SVYSA shall perform work with the consent of the City, as aforesaid, SVYSA agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities. The SVYSA further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures and become part of the real estate upon being installed in any building.

21. **DEFAULT AND RE-ENTRY.** If the SVYSA shall violate or default in any of the covenants and agreements therein contained, then the City may cancel this agreement upon giving the written notice required by law. Notwithstanding anything contained herein to the contrary, City shall provide SVYSA with written notice of default and shall allow the SVYSA a ten (10) day period to cure (or, in case of impracticability, commence to cure) such default.

22. **COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this agreement or to recover for breach of any provision of this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court and all costs and expenses incurred by the reason of the breach or default by the other under this agreement.

23. **NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

24. **REMOVAL OF PROPERTY.** In the event of default and failure to cure or taking possession of the premises as aforesaid, the City shall have the right but not the obligation to remove from the premises all personal property located therein or thereon and may store the same in any place selected by City, including but not limited to a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property with notice to the SVYSA after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of

the charges for storage, if any, and third to the payment of any other sums of money which may then be due from SVYSA to City under any of the terms hereof and the balance, if any, to be paid to SVYSA.

25. **HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

26. **HOLD OVER.** If the SVYSA shall, with the written consent of City, hold over after the expiration of the term of this agreement, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy SVYSA agrees to pay City the same rate of rental as set forth herein, unless a different rate is agreed upon and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

27. **VENUE.** The venue of any suit which may be brought by either party under the terms of this agreement or growing out of the tenancy under this agreement shall at the option of the City be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of _____, 2016.

CITY OF STANWOOD

**SKAGIT VALLEY YOUTH
SOCCER ASSOCIATION**

Leonard Kelley, Mayor

President (print name)

President (signature)

Attest:

Jan Berg, Interim City Clerk

Approved as to form:

Grant Weed, City Attorney

Address:
Heritage Park
9600 - 276th Street NW
Stanwood, WA 98292

PROPERTY DESCRIPTION	SEC 24 TWP 32 RGE 03TH PTNSE1/4 DAF – COR SD SEC TH S01*06 17E ALG ELN SD SEC DIST 1086.36FT TH N87*06 17W DIST 1452FT TH S75*23 43W DIST 339.06FT TO INT SLY PROLNG OF E LNAS STAKED OF TH 1.02 AC PAR SHOWN ON SURVY REC VOL 27 OF SURVYS PG 63 TH N01*42 19W ALG SLY PROLNG SD E LN DIST 41.58FT TH S76*55 10W DIST 164.18FT TOINT OF SLY PROLNG OF E LN PAR SHOWN ON SURVY REC VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SLY PROLNG SD E LN DIST 40.79FT TO SE COR SD PAR TH N76*55 10E DIST 177.12FT TH NO01*42 19W DIST226.31FT TH S89*34 55W DIST 173.95FT TO E LN TH PAR SHOWN ON REC SURVY VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SD E LN & ITS NLY PROLNG DIST 771.54FT TO E-WCTR SD SEC LN TH N89*30 10E ALG SD CTR SEC LN DIST 1951.68FT TO POB PER CITY STAN BLA REC AF 9307080357 & BLA 9307080359
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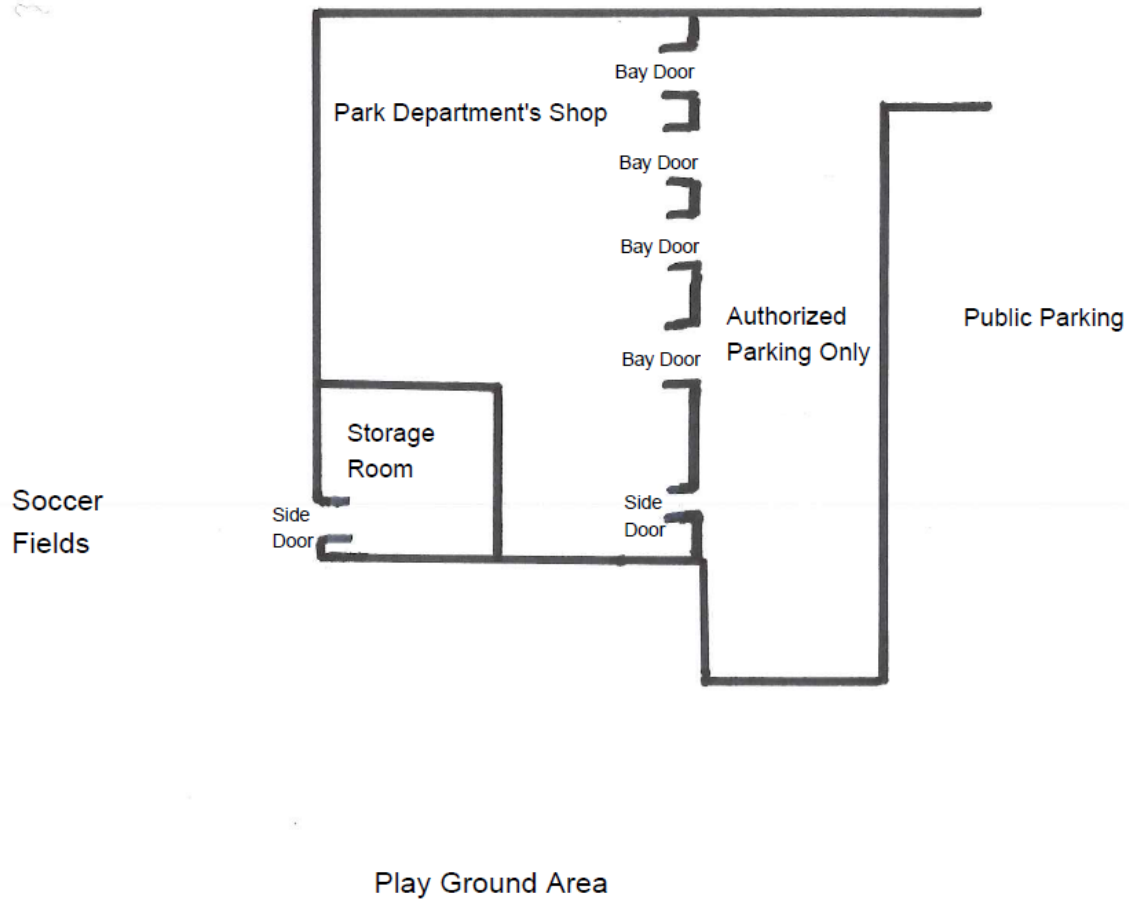


City of Stanwood

Public Works

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-9781 Fax: (360) 629-0867

EXHIBIT 2



**FACILITY LEASE AGREEMENT
CITY OF STANWOOD and
SKAGIT VALLEY YOUTH SOCCER ASSOCIATION**

The parties hereto are the CITY OF STANWOOD, a municipal corporation of the State of Washington, ("City") and the Skagit Valley Youth Soccer Association, a non-profit Washington corporation, ("SVYSA").

RECITALS

WHEREAS, The City of Stanwood is the legal owner of record of Heritage Park (Snohomish County, Washington, Parcel 32032400413200), legally described on **Exhibit 1** attached hereto, generally located at 9600 276th Street NW, Stanwood, WA 98292, hereinafter referred to as "Premises"; and

WHEREAS, The City's park department's shop, hereinafter referred to as "Shop", which houses tools and equipment, which includes but is not limited to riding lawn mowers, a backhoe, a bucket truck and a vactor truck is located at Heritage Park; and

WHEREAS, The SW corner of the Shop has been walled off to create a 14' X 14' sport equipment storage room, depicted on **Exhibit 2** attached hereto, hereinafter referred to as "Storage Room", which can be accessed only from the outside; and

WHEREAS, SVYSA wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of SVYSA soccer equipment; and

WHEREAS, SVYSA has further expressed an interest in constructing improvements to the Storage Room; and

WHEREAS, The City wishes to ensure City property housed in the Shop is secure through this Agreement;

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- b) This lease agreement prohibits SVYSA, its employees, volunteers, guests, invitees and anyone in its control, from engaging in activities which would interfere with the rights of, or quiet enjoyment of the premises by others permitted by the City to use the premises.

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4. **RENTAL FEE.** SVYSA will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

5. **UTILITIES.** The City shall pay for utilities, such as power, heat, gas, and garbage.

6. **ACCESS.**

- a) SVYSA shall only be allowed on the premises during park hours which are posted at the entrance of the park.
- b) SVYSA will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times.
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- b. All maintenance and operating costs shall be borne by the City. This includes but is not limited to, all HVAC systems and fixtures and the replacement or major repairs to these systems unless said replacement or repairs are necessitated by SVYSA neglect.
- c. The SVYSA will commit or permit no waste, damage or injury to the Storage Room.
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8. **MAINTENANCE OF GROUNDS.** The City shall maintain the grounds and parking areas.

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City covenants to protect, save and indemnify SVYSA its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of the City's obligations under this agreement or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

13. LIABILITY INSURANCE. SVYSA shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as a least A (Excellent) and Financial Size Category of not less than Class X or in such other company or companies not so rated which may be acceptable to the City, insuring SVYSA against all claims for damages for personal injury, including death and against all claims for damage and

destruction of property, which may arise by the acts or negligence of the SVYSA, its agents, employees or servants or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000.00) combined single limit. City shall be named in all such policies as an additional insured and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to the City. Each such policy shall provide that the policy may not be cancelled without the company first giving the City at least thirty (30) days written notice.

14. FIRE INSURANCE. The City shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on the building. Contents owned by the SVYSA in the building shall be covered under the Skagit Valley Youth Soccer Association insurance.

15. ASSIGNMENT AND SUBLETTING. SVYSA shall not sublet or assign any portion of the Storage Room covered by this Agreement without the express written consent of City.

16. SVYSA EMPLOYEES AND VOLUNTEERS. This Lease is not intended in any fashion to create the relationship of employer-employee with respect to the City and SVYSA or its employees or volunteers. Neither SVYSA nor any person employed by or any volunteer of SVYSA is to be considered at any time an employee of the City. Neither party to this Lease is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Lessee agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to SVYSA and its employees and volunteers. SVYSA shall be solely responsible for all of its employee benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as SVYSA may wish to provide.

17. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this agreement:

City of Stanwood

Skagit Valley Youth Soccer Association

Kevin Hushagen
Public Works Director
10220 207th Street NW
Stanwood, WA 98292
(360) 629-9782 | fax (360) 629-0867

Name and Title
PO Box 614
Mount Vernon, WA 98273
(800) 672-3289

18. GOVERNMENTAL FEES. Except for those which may be approved by Resolution of the City Council of the City of Stanwood, all fees due under applicable law to the City, County or State on account of any inspection made on premises by any officer thereof shall be paid by SVYSA.

19. **SIGNS.** There shall be no signs or symbols allowed on the door or upon the exterior part of the Shop.

20. **ALTERATIONS.** The SVYSA shall not make any material alterations, additions or improvements to the Storage Room without written consent of the City and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the SVYSA and shall become the property of the City except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this agreement, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the SVYSA shall perform work with the consent of the City, as aforesaid, SVYSA agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities. The SVYSA further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures and become part of the real estate upon being installed in any building.

21. **DEFAULT AND RE-ENTRY.** If the SVYSA shall violate or default in any of the covenants and agreements therein contained, then the City may cancel this agreement upon giving the written notice required by law. Notwithstanding anything contained herein to the contrary, City shall provide SVYSA with written notice of default and shall allow the SVYSA a ten (10) day period to cure (or, in case of impracticability, commence to cure) such default.

22. **COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this agreement or to recover for breach of any provision of this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court and all costs and expenses incurred by the reason of the breach or default by the other under this agreement.

23. **NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

24. **REMOVAL OF PROPERTY.** In the event of default and failure to cure or taking possession of the premises as aforesaid, the City shall have the right but not the obligation to remove from the premises all personal property located therein or thereon and may store the same in any place selected by City, including but not limited to a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property with notice to the SVYSA after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from SVYSA to City under any of the terms hereof and the balance, if any, to be paid to SVYSA.

25. **HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

26. **HOLD OVER.** If the SVYSA shall, with the written consent of City, hold over after the expiration of the term of this agreement, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy SVYSA agrees to pay City the same rate of rental as set forth herein, unless a different rate is agreed upon and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

27. **VENUE.** The venue of any suit which may be brought by either party under the terms of this agreement or growing out of the tenancy under this agreement shall at the option of the City be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of _____, 2016.

CITY OF STANWOOD

**SKAGIT VALLEY YOUTH
SOCCER ASSOCIATION**

Leonard Kelley, Mayor

(print name and title)

(signature)

Attest:

David Hammond, City Clerk

Approved as to form:

Grant Weed, City Attorney

Exhibit 1

Address:
Heritage Park
9600 - 276th Street NW
Stanwood, WA 98292

PROPERTY DESCRIPTION	SEC 24 TWP 32 RGE 03TH PTNSE1/4 DAF – COR SD SEC TH S01*06 17E ALG ELN SD SEC DIST 1086.36FT TH N87*06 17W DIST 1452FT TH S75*23 43W DIST 339.06FT TO INT SLY PROLNG OF E LNAS STAKED OF TH 1.02 AC PAR SHOWN ON SURVY REC VOL 27 OF SURVYS PG 63 TH N01*42 19W ALG SLY PROLNG SD E LN DIST 41.58FT TH S76*55 10W DIST 164.18FT TOINT OF SLY PROLNG OF E LN PAR SHOWN ON SURVY REC VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SLY PROLNG SD E LN DIST 40.79FT TO SE COR SD PAR TH N76*55 10E DIST 177.12FT TH NO01*42 19W DIST226.31FT TH S89*34 55W DIST 173.95FT TO E LN TH PAR SHOWN ON REC SURVY VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SD E LN & ITS NLY PROLNG DIST 771.54FT TO E-WCTR SD SEC LN TH N89*30 10E ALG SD CTR SEC LN DIST 1951.68FT TO POB PER CITY STAN BLA REC AF 9307080357 & BLA 9307080359
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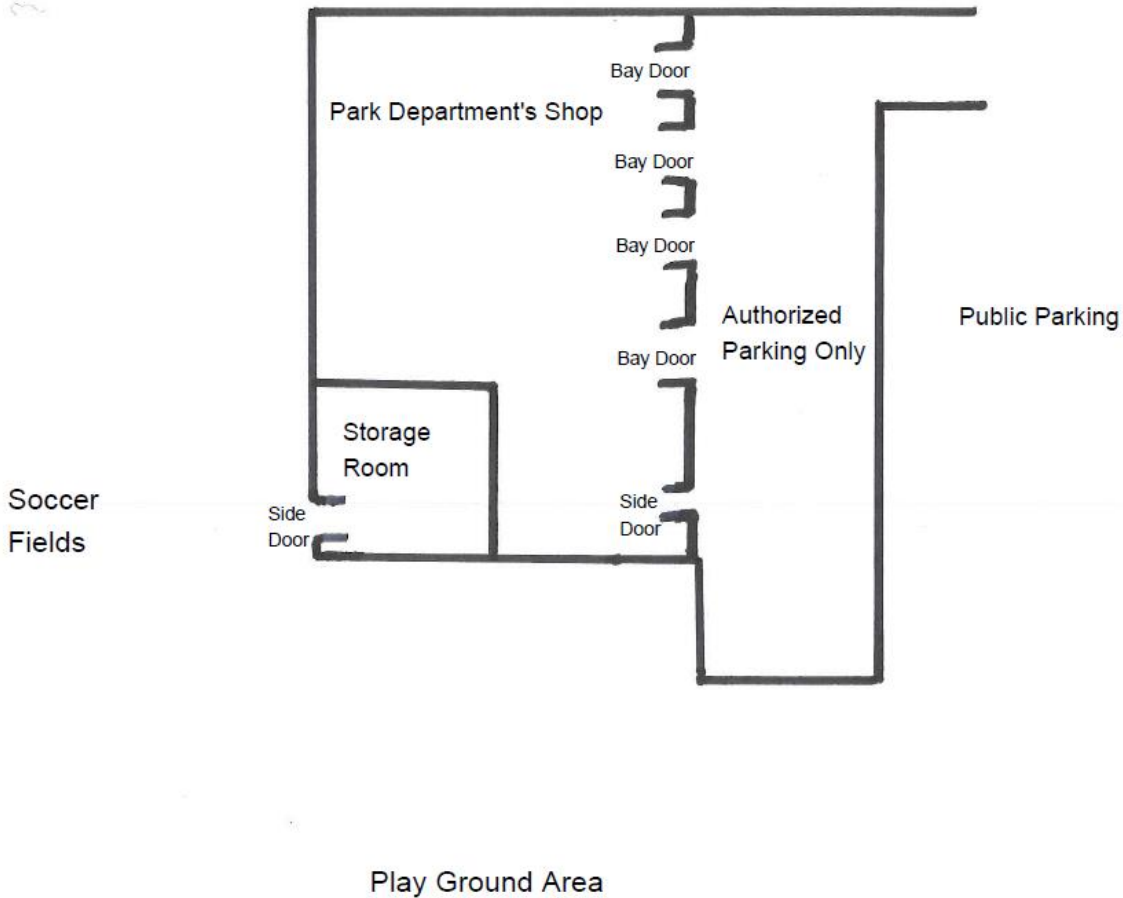


City of Stanwood

Public Works

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-9781 Fax: (360) 629-0867

EXHIBIT 2





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: July 11, 2019

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 31305 through 31358 and Washington Federal electronic funds transfers in the amount of \$141,544.52. Approve issuance of Washington Federal Bank electronic funds transfers in the amount of \$32,850.00.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 31305 THROUGH 31358 AND WASHINGTON FEDERAL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$141,544.52. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$32,850.00.

CHECK REGISTER

City Of Stanwood

Time: 08:22:41 Date: 07/03/2019

MCAG #: 0695

06/19/2019 To: 07/02/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3793	06/27/2019	Claims	3	EFT	WA St Dept of Revenue **	11,503.96	B&O Excise Tax - May 2019
3621	06/19/2019	Claims	3	31305	US Bank	7,565.89	4485 5945 5564 1495
3794	06/27/2019	Claims	3	31306	A WorkSAFE Service, Inc	55.00	City Of Stanwood
3795	06/27/2019	Claims	3	31307	Aramark Uniform Services Inc	491.52	937963000
3796	06/27/2019	Claims	3	31308	Automatic Entries Inc	87.28	City Of Stanwood
3797	06/27/2019	Claims	3	31309	Gaylynn Brien	60.00	City Of Stanwood
3798	06/27/2019	Claims	3	31310	Cascade District Court	187.00	City Of Stanwood
3799	06/27/2019	Claims	3	31311	Cascade Natural Gas Corp	193.64	127 540 0000 3; 953 540 0000 2; 498 440 0000 7; 839 440 0000 5; 931 607 9072 6
3800	06/27/2019	Claims	3	31312	Chicago Title Of Washington	1,146.25	City Of Stanwood
3801	06/27/2019	Claims	3	31313	Daily Journal Of Commerce Inc	327.60	City Of Stanwood
3802	06/27/2019	Claims	3	31314	Databar Inc.	274.74	8952
3803	06/27/2019	Claims	3	31315	Edge Analytical Inc	625.00	STA01; STA01; STA01; STA01
3804	06/27/2019	Claims	3	31316	Environment Control	1,116.22	257778
3805	06/27/2019	Claims	3	31317	Forest Land Services Inc	1,504.67	City Of Stanwood
3806	06/27/2019	Claims	3	31318	Fourth Dimension instruments	67.58	City Of Stanwood
3807	06/27/2019	Claims	3	31319	Frontier *	1,352.80	360-629-4907-072497-5; 206-188-0411-053105-5
3808	06/27/2019	Claims	3	31320	Frontier Communications Northwest, Inc.	500.00	City Of Stanwood
3809	06/27/2019	Claims	3	31321	HB Jaeger	1,030.21	3330
3810	06/27/2019	Claims	3	31322	Hach Company	9,653.29	113498
3811	06/27/2019	Claims	3	31323	Hamilton Lumber LLC	118.30	City Of Stanwood
3812	06/27/2019	Claims	3	31324	Krista Hintz	176.58	City Of Stanwood
3813	06/27/2019	Claims	3	31325	Maul Foster Alongi, Inc.	36,107.07	City Of Stanwood; City Of Stanwood
3814	06/27/2019	Claims	3	31326	Navia Benefits	50.00	City Of Stanwood
3815	06/27/2019	Claims	3	31327	Office Depot	269.91	36274097; 36274097; 36274097; 36274097
3816	06/27/2019	Claims	3	31328	PUD Of Snohomish County *	13,985.79	200633634; 200128742; 200592889; 200240505; 221854284; 200208858
3817	06/27/2019	Claims	3	31329	Petty Cash/ Marcy Mathis -Custodian	68.00	City Of Stanwood
3818	06/27/2019	Claims	3	31330	Ricoh USA, Inc.	2,041.16	1316669-3659652; 1316669-3660142; 1316669-3660143; 1316669-3660140; 1316669-3660090
3819	06/27/2019	Claims	3	31331	Sara Robinson	180.85	City Of Stanwood
3820	06/27/2019	Claims	3	31332	Shred-it US JV LLC	83.82	14668765; 14668765
3821	06/27/2019	Claims	3	31333	Sno Co Clerks/Finance Officers Assoc	90.00	City Of Stanwood
3822	06/27/2019	Claims	3	31334	Sno Co Information Services *	9,731.37	DIS1107
3823	06/27/2019	Claims	3	31335	Sno Co Planning & Development Svcs	1,550.00	PDS00006
3824	06/27/2019	Claims	3	31336	Sno Co Sheriff's Office - CB	17.47	City Of Stanwood
3825	06/27/2019	Claims	3	31337	Snohomish County 911	6,899.07	City Of Stanwood
3826	06/27/2019	Claims	3	31338	Snohomish County Public Def Association	1,983.93	City Of Stanwood
3827	06/27/2019	Claims	3	31339	Snohomish Health District	25.00	City Of Stanwood
3828	06/27/2019	Claims	3	31340	Everett Daily Herald/ Sound Publishing	289.60	14104597
3829	06/27/2019	Claims	3	31341	Stanwood Auto Parts	326.35	56100
3830	06/27/2019	Claims	3	31342	Stanwood Camano News	223.75	261981; 261981
3831	06/27/2019	Claims	3	31343	Stanwood Car Care	983.31	City Of Stanwood

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City Of Stanwood

MCAG #: 0695

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Time: 08:22:41 Date: 07/03/2019

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3832	06/27/2019	Claims	3	31344	Stanwood Chamber Of Commerce	3,316.42	City Of Stanwood; City Of Stanwood
3833	06/27/2019	Claims	3	31345	Stanwood City Utility	4,865.74	1473; 2416; 1675; 1674; 1587; 1573; 1348; 1332; 1328; 1271; 1241; 4252; 1075; 2688; 2741; 2886; 2964; 2965; 3184; 3439; 2749;
3834	06/27/2019	Claims	3	31346	Stilly Auto Parts Napa	164.53	27197
3835	06/27/2019	Claims	3	31347	Strategies 360 Inc	1,500.00	City Of Stanwood
3836	06/27/2019	Claims	3	31348	US Bank Na Custody/ Treas Div-Money Ctr	122.00	777221717
3837	06/27/2019	Claims	3	31349	USA Bluebook	426.28	478228
3838	06/27/2019	Claims	3	31350	Unum Life Insurance	88.40	City Of Stanwood
3839	06/27/2019	Claims	3	31351	Utilities Underground Loc	112.23	134200
3840	06/27/2019	Claims	3	31352	WA St Department Of Health	778.00	City Of Stanwood
3841	06/27/2019	Claims	3	31353	Washington State Patrol *	344.50	STA301
3842	06/27/2019	Claims	3	31354	Waste Management Skagit	154.18	8-34465-95001
3843	06/27/2019	Claims	3	31355	Wave Broadband	264.90	8136 10 014 0036680; 8136 10 015 0064630
3844	06/27/2019	Claims	3	31356	Weed, Graafstra & Associates, Inc., P.S	15,804.67	3868-0000M
3845	06/27/2019	Claims	3	31357	Xpress/Bill Pay	428.73	10290
3846	06/27/2019	Claims	3	31358	Zumar Industries Inc	229.96	000683
001 General Fund						36,791.59	
101 Street Fund						1,396.97	
103 Street Construction Fund						11,282.73	
104 Park Improvement Fund						36,914.78	
108 Transportation Sales Tax Fund						35.75	
401 Sewer Fund						29,328.10	
410 Drainage Fund						4,391.95	
421 Water Fund						18,736.19	
422 Water Construction Fund						1,806.71	
630 Agency Fund						859.75	
							Claims: 141,544.52
* Transaction Has Mixed Revenue And Expense Accounts						141,544.52	

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

() Finance Director () Auditing Officer
() Deputy Finance Director



Date: 7-3-19

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

06/19/2019 To: 07/02/2019

Time: 08:22:56 Date: 07/03/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3523	06/21/2019	Payroll	3	EFT		1,000.00	June 2019 Draw
3524	06/21/2019	Payroll	3	EFT		1,500.00	June 2019 Draw
3525	06/21/2019	Payroll	3	EFT		2,000.00	June 2019 Draw
3526	06/21/2019	Payroll	3	EFT		1,000.00	June 2019 Draw
3527	06/21/2019	Payroll	3	EFT		1,600.00	June 2019 Draw
3528	06/21/2019	Payroll	3	EFT		2,000.00	June 2019 Draw
3529	06/21/2019	Payroll	3	EFT		1,350.00	June 2019 Draw
3530	06/21/2019	Payroll	3	EFT		3,000.00	June 2019 Draw
3531	06/21/2019	Payroll	3	EFT		1,600.00	June 2019 Draw
3532	06/21/2019	Payroll	3	EFT		1,000.00	June 2019 Draw
3533	06/21/2019	Payroll	3	EFT		2,000.00	June 2019 Draw
3534	06/21/2019	Payroll	3	EFT		2,000.00	June 2019 Draw
3535	06/21/2019	Payroll	3	EFT		1,000.00	June 2019 Draw
3536	06/21/2019	Payroll	3	EFT		800.00	June 2019 Draw
3537	06/21/2019	Payroll	3	EFT		2,000.00	June 2019 Draw
3538	06/21/2019	Payroll	3	EFT		1,600.00	June 2019 Draw
3539	06/21/2019	Payroll	3	EFT		500.00	June 2019 Draw
3540	06/21/2019	Payroll	3	EFT		2,500.00	June 2019 Draw
3541	06/21/2019	Payroll	3	EFT		1,500.00	June 2019 Draw
3542	06/21/2019	Payroll	3	EFT		1,900.00	June 2019 Draw
3543	06/21/2019	Payroll	3	EFT		1,000.00	June 2019 Draw
001 General Fund						32,850.00	
						32,850.00	Payroll:
							32,850.00

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

() Finance Director () Auditing Officer
() Deputy Finance Director



Date: 7-3-19