1. Agenda

   Documents:

   9.12.19_AGENDA.PDF.PDF

2. Meeting Materials

   Documents:

   5A JULY 2019 COMPSTAT REPORT.PDF
   6A 8.8.19 CDC MEETING MINUTES.PDF
   6B EDB MEETING MINUTES 3.21.19 AND 4.18.19.PDF
   7A VOUCHERS.PDF
   7B 8.8.19 CC REGULAR MEETING MINUTES.PDF
   8A SNO-ISLE LIBRARY ANNEXATION AGREEMENT.PDF
   8B WSDOT AGREEMENT.PDF
   8C FINAL PLAT OF TRAILSIDE.PDF
   8D AFFORDABLE HOUSE TAX RESOLUTION.PDF
   8E ON CALL ELECTRICIAN.PDF
   8F SNO CO PWAF.PDF

# AGENDA
## CITY COUNCIL REGULAR MEETING
***Thursday, September 12, 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. Police Compstat Report – July 2019
6. **COMMITTEE REPORTS**
   a. Community Development August 8, 2019 Meeting Minutes
   b. Economic Development March 21, 2019 and April 18, 2019 Meeting Minutes
7. **CONSENT AGENDA**
   a. Approve Vouchers and Payroll Checks
   b. Approve August 8, 2019 Regular Meeting Minutes
8. **NEW BUSINESS**
   a. Authorize the Mayor to sign an Amendment to the Annexation Agreement with Sno-Isle Intercounty Rural Library District
   b. Authorize the Mayor to sign the WSDOT agreement for SR 532 Traffic Analysis
   c. Approve and Authorize the Mayor to Sign the Final Plat of Trailside
   d. Approve Affordable Housing Tax Resolution
   e. Authorize the Mayor to sign on-call contracts with Bonner Electrical Contracting, LLC and Dahl Electric, Inc.
   f. Authorize the Mayor to sign the Snohomish County Public Works Assistance Fund Loan Agreement
9. **REPORTS OF OFFICERS AND COMMITTEES**
   a. Mayor's Report
   b. Councilmember Reports/Questions
10. **CITIZEN CLOSING COMMENTS**
11. **EXECUTIVE SESSION TO DISCUSS REAL ESTATE ACQUISITION/SALE, RCW 42.30.110(1)(B); AND POTENTIAL OR PENDING LITIGATION, RCW 42.30.110(1)(I)**
12. **ADJOURN**

<u>**Upcoming Meetings:**</u>
September 26, 2019 Regular Meeting
October 10, 2019 Regular Meeting

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

**ITEM NUMBER:** 5a

**DATE:** September 12, 2019

**SUBJECT:** Police July 2019 Compstat Report

**CONTACT PERSON:** Amanda Slattery, Police Records Clerk

**ATTACHMENTS:** A – July 2019 Compstat Report

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## SUMMARY STATEMENT

Attached is the July 2019 Compstat Report for council review.

# Stanwood Police Department

July 2019

## Administrative Personnel

Chief Norm Link
Sergeant Jason Toner
Amanda Slattery – Stanwood City Employee
Stacey Davis – Stanwood City Employee

## Operational Personnel

| | Assigned | Vacancies | Percentage |
|---|---|---|---|
| Sergeants | 2 | 0 | 100% |
| MPD | 0 | 0 | N/A |
| Deputies | 6 | 0 | 100% |
| SRO | 1 | 0 | 100% |
| Detectives | 1 | 0 | 100% |
| Total | 10 | 0 | 100% |

## Area of Operation

**The City of Stanwood contracts its police services through the Snohomish County Sheriff's Office. The population for Stanwood is currently 7,070, however due to the makeup of the community the service population is 40,000+. Stanwood's city limit encompasses 2.8 square miles.**

# COMPSTAT REPORT

| Type of Crime | July 2019 | Year To Date 2019 | July 2018 | Year to Date 2018 |
|---|---|---|---|---|
| Homicide | 0 | **0** | 0 | **0** |
| Rape | 0 | **0** | 0 | **2** |
| Robbery | 0 | **1** | 0 | **3** |
| Assault | 1 | **25** | 3 | **28** |
| Burglary | 1 | **8** | 0 | **10** |
| Larceny | 20 | **89** | 3 | **57** |
| Motor Vehicle Theft | 1 | **7** | 1 | **12** |
| | | | | |
| **General** | **July 2019** | **Year To Date 2019** | **July 2018** | **Year To Date 2018** |
| Calls for Service (Incidents) | 914 | **5989** | 558 | **4385** |
| Case Reports | 61 | **377** | 24 | **332** |
| Traffic Collisions | 6 | **63** | 8 | **77** |
| Arrests (Adult/Juvenile) | 19 | **121** | 7 | **106** |
| Drug Arrests | 0 | **8** | 1 | **12** |
| Warrant Arrests | 4 | **31** | 2 | **17** |
| Impaired Driving Arrests | 4 | **11** | 0 | **3** |
| Infractions Issued | 17 | **225** | 3 | **52** |
| Public Disclosure Requests | 36 | **237** | 38 | **267** |
| Concealed Pistol Licenses | 28 | **330** | 46 | **384** |
| Pistol Transfer Checks | 38 | **160** | N/A | **N/A** |
| Fingerprinting & Approx. timeframe | 26 = 6.5 hrs | **302 = 75.5 hrs** | 40 @ 10 hrs | **297 @ 74 ¼ hr** |

## City Collisions for July 2019

City Collisions for July Totals: 6

| Date | Case Number | Location | H & R | Injured | Reason |
|---|---|---|---|---|---|
| 6/29/2019 | 2019-5048 | 8300 Block of CEDARHOME DR | | | Failure to Yeild |
| 7/21/2019 | 2019-5697 | 26800 Block of 88th Ave NW | | | Following Too Close |
| 7/20/2019 | 2019-5670 | 9400 Block of SR 532 | | x | Failure to Stop |
| 7/23/2019 | 2019-5749 | 26600 Block of 72nd AVE NW | | | Contact made exiting parking spot |
| 7/26/2019 | 2019-5835 | 72nd AVE NW / SR 532 | | | Following too close/Failure to Stop |
| 7/27/2019 | 2019-5861 | 92nd AVE NW / SR 532 | | | Following too close/Failure to Stop |

# Stanwood Police Department
# Detective Report
# July Newsletter

July 2019

## STANWOOD CASES 2019-5359 AND 2019-5375


During the early morning hours of 07-10-19 a purse was stolen from a car at an address on Nordic Way and a generator was stolen from the back of a truck at an address on 83rd Drive NW.

The victim of the purse theft reported the attempted use of her debit card at the Swinomish Casino later in the day.

Detective Martin contacted the Swinomish Gaming Commission and obtained video from the casino showing a male associated with an older green Buick Regal using the victim's access device in an attempt to withdraw cash from an ATM in the casino. The video also showed the male in the parking lot repositioning a generator in the trunk of his car.

The victim of the generator theft confirmed the generator in the trunk of the car was his, based on the presence of spray painted letters associated with his company observed on one end of the generator in the casino video.

Still images of the suspect and vehicle were posted on the Stanwood Police Department's Facebook page and distributed to local law enforcement.

During follow up investigation on one of the cases, Deputy Fuchs observed a vehicle that looked similar to the suspect vehicle, traveling through a neighborhood where one of the thefts occurred. Deputy Fuchs recorded the vehicle's license and identified the owner of the vehicle, a male residing on Camano Island.

The male's Department of Licensing photo was compared to the still images of the suspect from the Swinomish Casino video and it appeared to be the same person.

Sgt. Dalton attempted contact with the suspect at his address on Camano Island and spoke to his step-father. Sgt. Dalton later spoke to the suspect on the phone several times and arranged for him to come to the Stanwood Police Department to discuss the cases. The male agreed to come in for an interview, but did not show up.

An officer from the Burlington Police Department confirmed the identity of the suspect and his association with the green Buick Regal, based on a recent contact with the male at the Cascade Mall in Burlington.

Detective Martin completed paper work to facilitate the suspect's arrest when he is located at some point in the future.

## VEHICLE PROWLS IN STANWOOD RESIDENTIAL NEIGHBORHOODS

Between 07-01-19 and 07-15-19 there were multiple vehicle prowls in Stanwood neighborhoods located north of State Route 532 and east of Pioneer Highway.

Citizens provided home security footage showing a suspicious subject on a front porch and of two people checking car doors.

Detective Martin's review of the associated incident reports revealed most of the vehicle prowls involved vehicles that were not secured (unlocked doors).

While locking the doors on your car does not eliminate the possibility of a vehicle prowl, this practice and the practice of not leaving valuables in your car (wallet, purse, laptop, etc…) can serve as an effective deterrent to prowlers.

Stanwood Police conducted focused patrols of the affected neighborhoods during the weeks following the prowling spree. Deputies found multiple unlocked vehicle doors and open garage doors while driving through neighborhoods during the early morning hours.

# Stanwood Police Department
# Detective Report
# June Newsletter

June 2019

**PHONE SCAMS**


There have been multiple reports of scams involving Social Security benefits. Citizens are receiving calls advising their Social Security account has been suspended due to fraudulent activity and are given instructions on how to address the issue.

Remember not give any personal information to anyone over the phone and it is probably best not to answer the phone if you do not recognize the caller’s number.

Another citizen reported receiving a call from her “grandson” advising he had been arrested and needed bail money. The caller provided her grandson’s name and even sounded like him, although she has not spoken to him in some time. The citizen deposited an amount of money in a bank account at the request of the caller, but became suspicious when the caller asked for a much larger amount to pay attorney fees.

The majority of the phone scams involve fake phone numbers and the callers are usually operating in areas outside of the United States.

The best practice for dealing with potential scams is to not answer the phone if you do not recognize the caller’s number. Let the call go to voice mail and if they leave a message you are concerned about, you can consult with the Stanwood Police on whether or not a response is necessary. Never give your personal information to include date of birth, account numbers or Social Security number to anyone over the phone. A Google search of the caller’s number will usually reveal whether or not the number is associated with a scam and sometimes provides details about the scam. Lastly, no government agency will ever request you purchase any type of gift card to conduct a financial transaction.

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

| | |
|---|---|
| **ITEM NUMBER:** | 6a |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | Community Development Committee Meeting Minutes |
| **CONTACT PERSON:** | Patricia Love, Community Development Director |
| **ATTACHMENTS:** | A – August 8, 2019 Meeting Minutes |

## SUMMARY STATEMENT

Minutes from the August 8, 2019 Community Development Committee meeting are attached to this staff report for approval as presented.

**ATTACHMENT A**

**City Council**
**COMMUNITY DEVELOPMENT COMMITTEE**
**August 8, 2019 Meeting**
**Meeting Notes**

***Attendance:***

| *Council Committee Members and Staff:* | *Citizens* |
|---|---|
| Rob Johnson, Councilmember | Tim Schmitt |
| Dianne White, Councilmember | Shoaleh Colombi |
| Elizabeth Callaghan, Councilmember | |
| Patricia Love, Community Development Director | |
| Amy Rusko, Senior Planner | |

## 1. *Developer Agreement for Schmitt Plat*

The Von Moos Development Agreement for lots 79, 80, 81 and Tract 996 of the Stanwood Schmitt Preliminary Plat (file no. 2018-0444) was approved on February 8, 2019. The development agreement was necessary to ensure the multi-family residential portion of the preliminary plat is accounted for. The preliminary plat was completed in the TN zone which required three different residential housing types.

The development agreement sets forth the following development standards for the lots and tract: minimum/maximum residential density, minimum lot area, minimum lot width, minimum lot depth, minimum front setback, minimum rear setback, minimum side setback, maximum height and maximum building coverage. Other provisions set forth in the agreement include: access, right-of-way dedication, type of residential housing allowed, roadway standards and vested studies.

The Committee supported moving the Developer Agreement forward to the public hearing scheduled August 20, 2019.

## 2. *Affordable Housing Sales Tax Credit*

The 2019 legislative session produced a plethora of bills, but SHB 1406 has generated significant buzz as it will provide a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%, so it will not increase the tax rate for consumers. However, cities, towns, and counties have a limited time to take advantage of this option and must act rather quickly if they wish to participate.

In order to understand the foundation of this bill, it's important to understand what is considered a participating and non-participating city or county. A "participating" city or county is one that chooses to impose the affordable housing sales tax credit provided in SHB 1406 and completes the required steps for adoption within the next 12 months, while a "nonparticipating" city or county is one that chooses not to implement the affordable housing sales tax credit.

*Three Options:*
**Option One**: Do nothing. Should the city choose not to participate while Snohomish County does, the county will receive the full 0.0146% within the city boundaries.
**Option Two:** If the city elects to participate but does not have a "qualifying local tax+", the city will receive the 0.0073% "half share' and the county will also receive a 0.0073% half share within the city boundaries. As the current option, the split with the county is $12,700.

**Option Three:** If a city elects to participate and imposes a “qualifying local tax” by the deadline, the city will receive the full 0.0146% share and the county will not receive any revenues within the city boundaries.

As the legislation is currently written, if the county elects not to participate, cities located within said county that have not enacted a qualifying local tax will not receive SHB 1406 revenues after the first year.

The Committee supported adding the Affordable Housing Sales Tax Credit to the Council Agenda.

### *3. Additional FYI items*

- **Docket**-The 2019/2020 annual Docket period is now open for the month of August
- **Buildable Lands**-Staff is compiling a list of all permits issued since April 1, 2011 through April 1, 2019 to create a vacant land supply map, this will be used to determine our build out density and employment projections for the City’s buildable lands report.
- **Final Plot of Cedarhome Square**-Phase 3 and 4 of Cedarhome Square final plat will be included in the Septermber CDC packet with council acceptance at the following meeting.
- **Stanwood Civic Campus Project**-Preliminary building square footage requirements are being prepared which will be used for the design of the proposed Police and City Hall facilities. A steering committee has been established.

________________________________________

Chair

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

| | |
|---|---|
| **ITEM NUMBER:** | 6b |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | Economic Development Board Meeting Minutes |
| **CONTACT PERSON:** | Jennifer Ferguson, City Administrator |
| **ATTACHMENTS:** | A – March 21, 2019 Meeting Minutes<br>B – April 18, 2019 Meeting Minutes |

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## SUMMARY STATEMENT

Minutes from the March 21, 2019 and April 18, 2019 Economic Development Board meeting are attached to this staff report for approval as presented.

ATTACHMENT A

# ECONOMIC DEVELOPMENT BOARD

**March 21, 2019 Meeting**

Attendance:

| Board Members | Staff | General Public |
|---|---|---|
| Les Anderson<br>John Hanstad<br>Ken Kettler<br>Randy Heagle | Jennifer Ferguson, CA<br>Patricia Love, CDD | Kelsey Rueter on behalf of David Pelletier<br>Sally Pray<br>George Llewellyn |

Absent:
John Russell
David Pelletier

***Review Minutes of December Meeting***
Motion to approve the February 21, 2019 meeting minutes as presented was made by Les Anderson and seconded by John Hanstad.

***Business Retention Program***
Jennifer Ferguson presented an overview of the program. Board members provided feedback and would like to see a business communication page for e-networking and a "Business Testimonial Section" in the Business E-newsletter. The Board recommended a Business centric event in the spring to kick off the program.

A motion to recommend the program's adoption by Council was made by John Hanstad and seconded by Les Anderson.

***I-5 Billboard Program***
Jennifer Ferguson presented an overview of the program. Board members provided feedback, costs will be added to the flyer.

***Board Member Updates***

***Other Business***
Discussion of Gateway sign. Patricia Love will provide a high level overview at the next Planning Commission meeting then bring it to the Economic Development Board.

***Next Meeting***
The next meeting is scheduled for Thursday, April 18, 2019 at 9:00 am at City Hall. Agenda topics include:

- Community Survey
- Beautification Projects
- Demographics Overview
- Wayfinding's Gateway program overview

**ATTACHMENT B**

# ECONOMIC DEVELOPMENT BOARD

**April 18, 2019 Meeting**

Attendance:

| Board Members | Staff | General Public |
|---|---|---|
| Les Anderson<br>John Russell<br>David Pelletier | Jennifer Ferguson, CA<br>Patricia Love, CDD<br>Krista Hintz, AA | Kathy Boyd<br>George Llewellyn |

Absent:
John Hanstad
Ken Kettler
Randy Heagle

***Review Minutes of March Meeting***
With only three members present, a quorum was not met. The minutes of the March 21, 2019 meeting will be presented for approval at the May 16, 2019 meeting.

***Wayfinding's Gateway Program***
Patricia Love presented an overview of the program. Signs are currently along Hwy 532 and 271$^{st}$. Businesses not located on 271$^{st}$ have requested business name placement on the wayfinding signs. In 2014 the local Business Association made the recommendation to not put individual business names on the signage, City Council approved that at that time. The board discussed whether it is the City's responsibility to identify and fund a way to locate individual businesses. The concern is the amount of maintenance as businesses come and go. There Board discussed signage for different shopping districts rather than individual businesses.

Mayor Kelley and Patricia Love are discussing recreation of the Velkomen sign. Dave Pelletier's firm had designed the original wayfinding signs, he will look for documentation and schedule a meeting with Patricia Love to discuss.

Jennifer Ferguson and Patricia Love will be meeting with WSDOT, Island County and Snohomish County on April 26, 2019 to discuss strategic placement of round-a-bouts; How to improve traffic flow while preserving the character of Stanwood.

Examples of Gateway signage was presented. Some possible Gateways options include an arch, an intersection span, and a round-a-bouts with an art piece from a local artist. David Pelletier would like to wait on the gateway signage until the round-a-bout locations have been decided.

Suggested beautification options include planting trees in the right-of-way along Hwy 532 approaching Pioneer Hwy, planting different color trees at strategic intersections to draw attention key spots in the city.

The consensus of the Board was to look at moving forward with the next phase.

***Beautification Projects Overview***

Jennifer Ferguson presented an overview of Volunteer Opportunity Program centered on beautification projects. The plan is for quick easy wins to enhance areas through beautification.

***Other Business***

The spring offering of the City of Stanwood Tourism Promotion Grant has opened and applications will be accepted through May 31, 2019. Working on the direction of the Economic Development Board, the grant process has been simplified to encourage more groups to apply.

Les Anderson would like the city to reevaluate event fees that are charged for various aspects of the permit, road closure signage and barriers. Discussion followed around Stanwood being an event driven City. The expected return to the city would need to quantify eliminating fees as to avoid a gift of public funds.

Business Retention and Expansion program update. The Community Development Committee has reviewed the program and has recommended bringing it to the Finance Committee to discuss the costs involved with putting forth that level. Jennifer Ferguson has reached out to the Chamber to see if they will be able to assist with business related events. The City is looking at a kick-off event in the spring to introduce businesses to the program.

The Stanwood Library has requested the Council consider early removal of the location restriction so they can start their planning measures to move out of the flood plain. The Community Development Department has reviewed the request, it will go before both the Finance Committee and the Public Works Committee before being presented to Council in May.

Viking Way extension to the west: PUD is going through an operational assessment. The City is waiting for the findings to go to the PUD Commissioner in late April or May.

There were five responses to the RFP for the new Civic Campus. The City is in the process of reviewing the proposals, interviews will be held in May then it will go to Council to award the contract.

***Next Meeting***

The next meeting is scheduled for Thursday, May 16, 2019 at 9:00 am at City Hall. Agenda topics include:

- Community survey
- Snohomish County Tourism-Seattle North Country Rebranding
- TPA grant wayfinding

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

| | |
|---|---|
| **ITEM NUMBER:** | 7a |
| **DATE:** | September 12, 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 31482 through 31618 and Washington Federal electronic funds transfers in the amount of $697,639.65. Approve issuance of Washington Federal Bank payroll checks 1633 through 1641 and Washington Federal Bank electronic funds transfers in the amount of $294,784.39.

## RECOMMENDED MOTION

**I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 31482 THROUGH 31618 and WASHINGTON FEDERAL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF $697,639.65. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL CHECKS 1633 THROUGH 1641 AND WASHINGTON FEDERAL BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF $294,784.39.**

ATTACHMENT A

# CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/01/2019 To: 09/03/2019



| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 4611 | 08/01/2019 | Claims | 3 | EFT | Heartland Payment Systems | 3,085.80 | July Merchant Cc Charges |
| 4636 | 08/05/2019 | Claims | 3 | EFT | Chase Paymentech | 730.81 | July Merchant Fees |
| 4710 | 08/07/2019 | Claims | 3 | EFT | WA St Dept of Licensing * | 471.00 | Gun Permit Fees July |
| 5018 | 08/22/2019 | Claims | 3 | EFT | US Bank | 6,272.44 | 4485 5945 5564 1495 |
| 5019 | 08/22/2019 | Claims | 3 | EFT | WA St Dept of Revenue ** | 12,800.21 | B&O Excise Tax - July 2019; 2nd Qtr 2019 Leasehold Excise |
| 5210 | 09/03/2019 | Claims | 3 | EFT | Chase Paymentech | 1,707.98 | August Merchant Fees |
| 5223 | 09/03/2019 | Claims | 3 | EFT | Heartland Payment Systems | 2,959.61 | August Merchant CC Charges |
| 4784 | 08/15/2019 | Claims | 3 | 31482 | APP- Associated Petroleum Products | 3,433.15 | 04-0100494 |
| 4785 | 08/15/2019 | Claims | 3 | 31483 | Ace Hardware | 222.80 | 20013 |
| 4786 | 08/15/2019 | Claims | 3 | 31484 | Aramark Uniform Services Inc | 596.40 | 937963000 |
| 4787 | 08/15/2019 | Claims | 3 | 31485 | Barron Heating & Air Conditioning Inc. | 2,593.50 | 0084155 |
| 4788 | 08/15/2019 | Claims | 3 | 31486 | Amy Bergemeier | 58.00 | City Of Stanwood |
| 4789 | 08/15/2019 | Claims | 3 | 31487 | Bias Software | 600.00 | City Of Stanwood |
| 4790 | 08/15/2019 | Claims | 3 | 31488 | Gaylynn Brien | 60.00 | City Of Stanwood |
| 4791 | 08/15/2019 | Claims | 3 | 31489 | Builders Exchange of Washington Inc | 17.25 | City Of Stanwood |
| 4792 | 08/15/2019 | Claims | 3 | 31490 | Cascade Natural Gas Corp | 87.58 | 931 607 9072 6; 839 440 0000 5; 498 440 0000 7; 953 540 0000 2; 127 540 0000 3; 608 440 0000 4 |
| 4793 | 08/15/2019 | Claims | 3 | 31491 | City of Everett * | 195.00 | STACITG |
| 4794 | 08/15/2019 | Claims | 3 | 31492 | Databar Inc. | 1,245.65 | 8952; 8952 |
| 4795 | 08/15/2019 | Claims | 3 | 31493 | Edge Analytical Inc | 160.00 | STA01 |
| 4796 | 08/15/2019 | Claims | 3 | 31494 | Enviro-Care Company | 713.46 | STANWOOD |
| 4797 | 08/15/2019 | Claims | 3 | 31495 | Environment Control | 1,116.22 | 257778 |
| 4798 | 08/15/2019 | Claims | 3 | 31496 | FCS Group- Solutions- Oriented Consult. | 8,637.09 | City Of Stanwood |
| 4799 | 08/15/2019 | Claims | 3 | 31497 | Faber Construction Corp | 297,234.25 | City Of Stanwood |
| 4800 | 08/15/2019 | Claims | 3 | 31498 | Forest Land Services Inc | 607.37 | City Of Stanwood |
| 4801 | 08/15/2019 | Claims | 3 | 31499 | Frontier * | 1,379.61 | 360-629-4907-072497-5; 206-188-0411-053105-5 |
| 4802 | 08/15/2019 | Claims | 3 | 31500 | H D Fowler Company Inc | 40.08 | City Of Stanwood |
| 4803 | 08/15/2019 | Claims | 3 | 31501 | HB Jaeger | 7,589.41 | 3330 |
| 4804 | 08/15/2019 | Claims | 3 | 31502 | Hach Company | 349.37 | 113498 |
| 4805 | 08/15/2019 | Claims | 3 | 31503 | Hamilton Lumber LLC | 80.99 | City Of Stanwood |
| 4806 | 08/15/2019 | Claims | 3 | 31504 | Harmsen LLC | 377.50 | City Of Stanwood |
| 4807 | 08/15/2019 | Claims | 3 | 31505 | Herc Equipment Rental Corp. | 2,195.90 | 1024925 |
| 4808 | 08/15/2019 | Claims | 3 | 31506 | J.A. Brennan Associates, PLLC | 11,681.89 | City Of Stanwood |
| 4809 | 08/15/2019 | Claims | 3 | 31507 | Jiffy Lube 2583 | 57.85 | 05 |
| 4810 | 08/15/2019 | Claims | 3 | 31508 | Keith Kennedy | 100.00 | City Of Stanwood |
| 4811 | 08/15/2019 | Claims | 3 | 31509 | Lenz Enterprises Inc | 15.68 | City Of Stanwood |
| 4812 | 08/15/2019 | Claims | 3 | 31510 | Loggers & Contractors Supply Inc. | 866.48 | CITSTA |
| 4813 | 08/15/2019 | Claims | 3 | 31511 | Municode | 200.00 | 70-79 |
| 4814 | 08/15/2019 | Claims | 3 | 31512 | National Safety, Inc. | 517.34 | STACIT; STACIT |
| 4815 | 08/15/2019 | Claims | 3 | 31513 | Navia Benefits | 50.00 | City Of Stanwood |
| 4816 | 08/15/2019 | Claims | 3 | 31514 | Northsound Refrigeration | 207.48 | City Of Stanwood |
| 4817 | 08/15/2019 | Claims | 3 | 31515 | Office Depot | 943.39 | 36274097; 36274097; 36274097; 36274097; 36274097 |
| 4818 | 08/15/2019 | Claims | 3 | 31516 | PUD Of Snohomish County * | 12,107.51 | 220923312; 202982351; 202423729; 200794063; 200633634; 221854284; 200128742; 200240505; 202882056; 202694204; 202670675; 202579512; 200142180; 221041510; 202727285; 200592889 |

# CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/01/2019 To: 09/03/2019

Time: 10:44:48 Date: 09/03/2019


| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 4819 | 08/15/2019 | Claims | 3 | 31517 | Philips Publishing Group | 339.99 | City Of Stanwood |
| 4820 | 08/15/2019 | Claims | 3 | 31518 | Pitney Bowes Inc- Purchase Power * | 1,005.00 | 8000-9090-0519-5677 |
| 4821 | 08/15/2019 | Claims | 3 | 31519 | Refund - Vicki Tanner | 50.00 | REF COHOST DUPLICATE BUS LIC |
| 4822 | 08/15/2019 | Claims | 3 | 31520 | Refund - Richard & Tammari Le Sharr | 192.44 | Ref Ricard & Tammari Le Sharr #2342 Overpayment On Utility Acct. |
| 4823 | 08/15/2019 | Claims | 3 | 31521 | Ricoh USA, Inc. | 1,931.91 | 1316669-3660140; 1316669-3660090; 1316669-3660142; 1316669-3660143; 1316669-3659652 |
| 4824 | 08/15/2019 | Claims | 3 | 31522 | Seattle Pump & Equipment Co | 1,844.33 | 108050 |
| 4825 | 08/15/2019 | Claims | 3 | 31523 | Shred-it US JV LLC | 41.91 | 14668765 |
| 4826 | 08/15/2019 | Claims | 3 | 31524 | Skagit Farmers Supply | 39.29 | 135052 |
| 4827 | 08/15/2019 | Claims | 3 | 31525 | Sno Co Clerks/Finance Officers Assoc | 40.00 | City Of Stanwood |
| 4828 | 08/15/2019 | Claims | 3 | 31526 | Sno Co District Court | 624.30 | DCT34003 |
| 4829 | 08/15/2019 | Claims | 3 | 31527 | Sno Co Human Services Dept * | 484.24 | HSALC021 |
| 4830 | 08/15/2019 | Claims | 3 | 31528 | Sno Co Office Of Public Defense * | 336.00 | City Of Stanwood |
| 4831 | 08/15/2019 | Claims | 3 | 31529 | Sno Co Prosecuting Attorney * | 1,196.67 | City Of Stanwood |
| 4832 | 08/15/2019 | Claims | 3 | 31530 | Sno Co Public Works * | | Printer ran out of ink |
| 4833 | 08/15/2019 | Claims | 3 | 31531 | Sno Co Sheriff's Office - CB | | Printer ran out of ink |
| 4834 | 08/15/2019 | Claims | 3 | 31532 | Sno Co Sheriffs Office * | | Printer ran out of ink |
| 4835 | 08/15/2019 | Claims | 3 | 31533 | Snohomish County Public Def Association | | Printer ran out of ink |
| 4836 | 08/15/2019 | Claims | 3 | 31534 | Special Asphalt Products | | Printer ran out of ink |
| 4837 | 08/15/2019 | Claims | 3 | 31535 | Stanwood Area Historical Society | | Printer ran out of ink |
| 4838 | 08/15/2019 | Claims | 3 | 31536 | Stanwood Camano News | | Printer ran out of ink |
| 4839 | 08/15/2019 | Claims | 3 | 31537 | Stanwood City Utility | | Printer ran out of ink |
| 4840 | 08/15/2019 | Claims | 3 | 31538 | Stanwood Hardware | | Printer ran out of ink |
| 4841 | 08/15/2019 | Claims | 3 | 31539 | Stanwood Redi-Mix Inc | | Printer ran out of ink |
| 4842 | 08/15/2019 | Claims | 3 | 31540 | Stilly Auto Parts Napa | | Printer ran out of ink |
| 4843 | 08/15/2019 | Claims | 3 | 31541 | Strategies 360 Inc | | Printer ran out of ink |
| 4844 | 08/15/2019 | Claims | 3 | 31542 | Terrence Carroll Consulting & Resolution | | Printer ran out of ink |
| 4845 | 08/15/2019 | Claims | 3 | 31543 | UPS Store #4798 | | Printer ran out of ink |
| 4846 | 08/15/2019 | Claims | 3 | 31544 | Unum Life Insurance | | Printer ran out of ink |
| 4847 | 08/15/2019 | Claims | 3 | 31545 | Utilities Underground Loc | | Printer ran out of ink |
| 4848 | 08/15/2019 | Claims | 3 | 31546 | Verizon Wireless | | Printer ran out of ink |
| 4849 | 08/15/2019 | Claims | 3 | 31547 | Washington State Patrol * | | Printer ran out of ink |
| 4850 | 08/15/2019 | Claims | 3 | 31548 | Waste Management Skagit | | Printer ran out of ink |
| 4851 | 08/15/2019 | Claims | 3 | 31549 | Wave Broadband | | Printer ran out of ink |
| 4852 | 08/15/2019 | Claims | 3 | 31550 | Weed, Graafstra & Associates, Inc., P.S | | Printer ran out of ink |
| 4853 | 08/15/2019 | Claims | 3 | 31551 | Xpress/Bill Pay | | Printer ran out of ink |
| 4859 | 08/15/2019 | Claims | 3 | 31552 | Sno Co Public Works * | 1,653.21 | CR000024; CR000024 |
| 4860 | 08/15/2019 | Claims | 3 | 31553 | Sno Co Sheriff's Office - CB | 4,488.34 | City Of Stanwood |
| 4861 | 08/15/2019 | Claims | 3 | 31554 | Sno Co Sheriffs Office * | 149,458.58 | SSH00001; SSH00001; SSH00001 |
| 4862 | 08/15/2019 | Claims | 3 | 31555 | Snohomish County Public Def Association | 1,983.93 | City Of Stanwood |
| 4863 | 08/15/2019 | Claims | 3 | 31556 | Special Asphalt Products | 8,335.97 | STA001 |

# CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/01/2019 To: 09/03/2019

Time: 10:44:48 Date: 09/03/2019


| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 4864 | 08/15/2019 | Claims | 3 | 31557 | Stanwood Area Historical Society | 1,000.00 | City Of Stanwood |
| 4865 | 08/15/2019 | Claims | 3 | 31558 | Stanwood Camano News | 272.98 | 261981; 261981; 261981; 261981 |
| 4866 | 08/15/2019 | Claims | 3 | 31559 | Stanwood City Utility | 3,719.49 | 1075; 2688; 2741; 2886; 2964; 2965; 3184; 3439; 2749; |
| 4867 | 08/15/2019 | Claims | 3 | 31560 | Stanwood Hardware | 386.27 | 1414 |
| 4868 | 08/15/2019 | Claims | 3 | 31561 | Stanwood Redi-Mix Inc | 65.40 | 1CI090 |
| 4869 | 08/15/2019 | Claims | 3 | 31562 | Stilly Auto Parts Napa | 223.67 | 27197 |
| 4870 | 08/15/2019 | Claims | 3 | 31563 | Strategies 360 Inc | 1,565.06 | City Of Stanwood |
| 4871 | 08/15/2019 | Claims | 3 | 31564 | Terrence Carroll Consulting & Resolution | 2,500.00 | City Of Stanwood |
| 4872 | 08/15/2019 | Claims | 3 | 31565 | UPS Store #4798 | 105.10 | City Of Stanwood |
| 4873 | 08/15/2019 | Claims | 3 | 31566 | Unum Life Insurance | 88.40 | City Of Stanwood |
| 4874 | 08/15/2019 | Claims | 3 | 31567 | Utilities Underground Loc | 105.78 | 134200 |
| 4875 | 08/15/2019 | Claims | 3 | 31568 | Verizon Wireless | 1,032.56 | 372541731-00001 |
| 4876 | 08/15/2019 | Claims | 3 | 31569 | Washington State Patrol * | 437.25 | STA301 |
| 4877 | 08/15/2019 | Claims | 3 | 31570 | Waste Management Skagit | 154.18 | 8-34465-95001 |
| 4878 | 08/15/2019 | Claims | 3 | 31571 | Wave Broadband | 122.25 | 8136 10 014 0036680 |
| 4879 | 08/15/2019 | Claims | 3 | 31572 | Weed, Graafstra & Associates, Inc., P.S | 13,021.87 | 3868-0000M |
| 4880 | 08/15/2019 | Claims | 3 | 31573 | Xpress/Bill Pay | 461.07 | 10290 |
| 5100 | 08/27/2019 | Claims | 3 | 31574 | Advanced Analytical Solutions | 634.00 | City Of Stanwood |
| 5101 | 08/27/2019 | Claims | 3 | 31575 | Bruce C Allen & Associates, Inc | 700.00 | City Of Stanwood |
| 5102 | 08/27/2019 | Claims | 3 | 31576 | Code Publishing Company Inc | 475.00 | 3116 |
| 5103 | 08/27/2019 | Claims | 3 | 31577 | Confluence Environmental Company, Inc | 5,988.00 | City Of Stanwood |
| 5104 | 08/27/2019 | Claims | 3 | 31578 | Databar Inc. | 1,139.32 | 8952 |
| 5105 | 08/27/2019 | Claims | 3 | 31579 | Edge Analytical Inc | 26.00 | STA01 |
| 5106 | 08/27/2019 | Claims | 3 | 31580 | Everett Clinic | 100.00 | City Of Stanwood |
| 5107 | 08/27/2019 | Claims | 3 | 31581 | Farwest Corrosion Control Company | 2,320.35 | 0301291 |
| 5108 | 08/27/2019 | Claims | 3 | 31582 | Ferguson Enterprises Inc | 128.69 | 211970 |
| 5109 | 08/27/2019 | Claims | 3 | 31583 | Glass Tech Stanwood Inc | 382.20 | City Of Stanwood |
| 5110 | 08/27/2019 | Claims | 3 | 31584 | HB Jaeger | 5,506.08 | 3330; 3330; 3330; 3330; 3330 |
| 5111 | 08/27/2019 | Claims | 3 | 31585 | Lenz Enterprises Inc | 196.66 | City Of Stanwood; City Of Stanwood; City Of Stanwood; City Of Stanwood |
| 5112 | 08/27/2019 | Claims | 3 | 31586 | Les Schwab Tire Centers | 206.22 | S34-00006 |
| 5113 | 08/27/2019 | Claims | 3 | 31587 | Lewis Field Service & Machine LLC | 3,548.21 | City Of Stanwood |
| 5114 | 08/27/2019 | Claims | 3 | 31588 | Mackenzie | 14,432.20 | City Of Stanwood |
| 5115 | 08/27/2019 | Claims | 3 | 31589 | Municode | 200.00 | 70-79 |
| 5116 | 08/27/2019 | Claims | 3 | 31590 | NC Machinery | 2,675.07 | 0271520 |
| 5117 | 08/27/2019 | Claims | 3 | 31591 | Office Depot | 446.15 | 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097 |
| 5118 | 08/27/2019 | Claims | 3 | 31592 | PUD Of Snohomish County * | 12,569.88 | 200208858; 200103539; 200738672; 200367373; 200794063; 222277832; 202423729 |
| 5119 | 08/27/2019 | Claims | 3 | 31593 | Perteet Inc. | 687.63 | City Of Stanwood |
| 5120 | 08/27/2019 | Claims | 3 | 31594 | Puget Sound Regional Council | 2,238.00 | City Of Stanwood |
| 5121 | 08/27/2019 | Claims | 3 | 31595 | Refund - Vicki Tanner | 195.00 | Ref Vicki Tanner Vintage Trailer's Event Deposit & Banner Reduced Rate |
| 5122 | 08/27/2019 | Claims | 3 | 31596 | Sara Robinson | 46.40 | City Of Stanwood |
| 5123 | 08/27/2019 | Claims | 3 | 31597 | Sherwin- Williams Co- # 8534 | 1,493.20 | 6321-3380-7; 6321-3380-7 |
| 5124 | 08/27/2019 | Claims | 3 | 31598 | Snoecker Inc Simple Security Solutions | 143.97 | City Of Stanwood |

# CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/01/2019 To: 09/03/2019

Time: 10:44:48 Date: 09/03/2019
Page: 4

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 5125 | 08/27/2019 | Claims | 3 | 31599 | Sno Co Human Services Dept * | 450.58 | HSALC021 |
| 5126 | 08/27/2019 | Claims | 3 | 31600 | Sno Co Information Services * | 9,093.74 | DIS1107 |
| 5127 | 08/27/2019 | Claims | 3 | 31601 | Snohomish County 911 | 6,899.07 | City Of Stanwood |
| 5128 | 08/27/2019 | Claims | 3 | 31602 | Snohomish County Public Def Association | 1,983.93 | City Of Stanwood |
| 5129 | 08/27/2019 | Claims | 3 | 31603 | Snohomish County Treasurer | 19.24 | City Of Stanwood |
| 5130 | 08/27/2019 | Claims | 3 | 31604 | Special Asphalt Products | 4,260.00 | STA001 |
| 5131 | 08/27/2019 | Claims | 3 | 31605 | Stanwood Camano Arts Festivals | 50.00 | Ref Depost Summer Arts Jam 2019-0001 |
| 5132 | 08/27/2019 | Claims | 3 | 31606 | Stanwood Camano News | 248.36 | 261981; 261981; 261981; 261981 |
| 5133 | 08/27/2019 | Claims | 3 | 31607 | UPS Store #4798 | 75.59 | City Of Stanwood |
| 5134 | 08/27/2019 | Claims | 3 | 31608 | US Bank Na Custody/ Treas Div-Money Ctr | 168.00 | 777221717 |
| 5135 | 08/27/2019 | Claims | 3 | 31609 | USA Bluebook | 1,352.98 | 478228 |
| 5136 | 08/27/2019 | Claims | 3 | 31610 | Umpqua Bank | 284.03 | Ref Utility #2736 - Sterling Bank C/O For Overpayment At Closing |
| 5137 | 08/27/2019 | Claims | 3 | 31611 | WA St Dept of Transportation * | 609.18 | SW001523802 |
| 5138 | 08/27/2019 | Claims | 3 | 31612 | WA St Treasurer | 1,295.11 | City Of Stanwood |
| 5139 | 08/27/2019 | Claims | 3 | 31613 | WAPRO | 175.00 | Slattery - Fall Conference Registration Fee |
| 5140 | 08/27/2019 | Claims | 3 | 31614 | Washington State Patrol * | 66.25 | STA301 |
| 5141 | 08/27/2019 | Claims | 3 | 31615 | Washington Tractor Inc. | 5,150.55 | 111096 |
| 5142 | 08/27/2019 | Claims | 3 | 31616 | West Coast Code Consultants, Inc. | 1,505.39 | City Of Stanwood |
| 5143 | 08/27/2019 | Claims | 3 | 31617 | Xylem Water Solutions U.S.A., Inc. | 19,658.70 | 129265; 129265; 1292565 |
| 5144 | 08/27/2019 | Claims | 3 | 31618 | Zumar Industries Inc | 4,142.23 | 000683 |

| Fund | Amount |
|---|---|
| 001 General Fund | 212,824.53 |
| 101 Street Fund | 18,447.21 |
| 103 Street Construction Fund | 25,884.86 |
| 104 Park Improvement Fund | 12,585.14 |
| 108 Transportation Sales Tax Fund | 35.75 |
| 110 Building Improvement Fund | 17,162.20 |
| 401 Sewer Fund | 30,119.72 |
| 403 Sewer Construction Fund | 331,155.63 |
| 410 Drainage Fund | 8,300.77 |
| 411 Drainage Construction Fund | 5,988.00 |
| 421 Water Fund | 45,788.15 |
| 422 Water Construction Fund | 17.25 |
| 630 Agency Fund | -10,669.56 |

Claims: 697,639.65

* Transaction Has Mixed Revenue And Expense Accounts 697,639.65

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 [signature] Date: 9/3/19
( ) Deputy Finance Director

# CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/01/2019 To: 09/03/2019



| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 4547 | 08/08/2019 | Payroll | 3 | EFT | | 4,094.01 | July 2019 Payroll |
| 4548 | 08/08/2019 | Payroll | 3 | EFT | | 3,432.77 | July 2019 Payroll |
| 4549 | 08/08/2019 | Payroll | 3 | EFT | | 2,104.54 | July 2019 Payroll |
| 4550 | 08/08/2019 | Payroll | 3 | EFT | | 1,728.24 | July 2019 Payroll |
| 4551 | 08/08/2019 | Payroll | 3 | EFT | | 1,865.84 | July 2019 Payroll |
| 4552 | 08/08/2019 | Payroll | 3 | EFT | | 345.16 | July 2019 Payroll |
| 4553 | 08/08/2019 | Payroll | 3 | EFT | | 1,301.03 | July 2019 Payroll |
| 4554 | 08/08/2019 | Payroll | 3 | EFT | | 3,003.73 | July 2019 Payroll |
| 4555 | 08/08/2019 | Payroll | 3 | EFT | | 5,311.43 | July 2019 Payroll |
| 4556 | 08/08/2019 | Payroll | 3 | EFT | | 3,399.55 | July 2019 Payroll |
| 4557 | 08/08/2019 | Payroll | 3 | EFT | | 1,862.35 | July 2019 Payroll |
| 4558 | 08/08/2019 | Payroll | 3 | EFT | | 5,819.97 | July 2019 Payroll |
| 4559 | 08/08/2019 | Payroll | 3 | EFT | | 1,856.96 | July 2019 Payroll |
| 4560 | 08/08/2019 | Payroll | 3 | EFT | | 3,860.96 | July 2019 Payroll |
| 4561 | 08/08/2019 | Payroll | 3 | EFT | | 2,741.54 | July 2019 Payroll |
| 4562 | 08/08/2019 | Payroll | 3 | EFT | | 2,792.47 | July 2019 Payroll |
| 4563 | 08/08/2019 | Payroll | 3 | EFT | | 5,469.05 | July 2019 Payroll |
| 4564 | 08/08/2019 | Payroll | 3 | EFT | | 345.09 | July 2019 Payroll |
| 4565 | 08/08/2019 | Payroll | 3 | EFT | | 4,264.38 | July 2019 Payroll |
| 4566 | 08/08/2019 | Payroll | 3 | EFT | | 2,109.29 | July 2019 Payroll |
| 4567 | 08/08/2019 | Payroll | 3 | EFT | | 824.66 | July 2019 Payroll |
| 4568 | 08/08/2019 | Payroll | 3 | EFT | | 5,324.94 | July 2019 Payroll |
| 4569 | 08/08/2019 | Payroll | 3 | EFT | | 4,051.07 | July 2019 Payroll |
| 4570 | 08/08/2019 | Payroll | 3 | EFT | | 3,191.49 | July 2019 Payroll |
| 4571 | 08/08/2019 | Payroll | 3 | EFT | | 295.16 | July 2019 Payroll |
| 4572 | 08/08/2019 | Payroll | 3 | EFT | | 345.09 | July 2019 Payroll |
| 4573 | 08/08/2019 | Payroll | 3 | EFT | | 2,572.36 | July 2019 Payroll |
| 4574 | 08/08/2019 | Payroll | 3 | EFT | | 1,848.21 | July 2019 Payroll |
| 4575 | 08/08/2019 | Payroll | 3 | EFT | | 3,014.25 | July 2019 Payroll |
| 4576 | 08/08/2019 | Payroll | 3 | EFT | | 1,192.12 | July 2019 Payroll |
| 4577 | 08/08/2019 | Payroll | 3 | EFT | | 4,969.61 | July 2019 Payroll |
| 4578 | 08/08/2019 | Payroll | 3 | EFT | | 339.45 | July 2019 Payroll |
| 4579 | 08/08/2019 | Payroll | 3 | EFT | | 2,014.97 | July 2019 Payroll |
| 4580 | 08/08/2019 | Payroll | 3 | EFT | | 3,399.68 | July 2019 Payroll |
| 4581 | 08/08/2019 | Payroll | 3 | EFT | | 1,886.94 | July 2019 Payroll |
| 4582 | 08/08/2019 | Payroll | 3 | EFT | | 2,376.22 | July 2019 Payroll |
| 4583 | 08/08/2019 | Payroll | 3 | EFT | | 3,520.30 | July 2019 Payroll |
| 4584 | 08/08/2019 | Payroll | 3 | EFT | | 3,274.05 | July 2019 Payroll |
| 4585 | 08/08/2019 | Payroll | 3 | EFT | | 2,065.64 | July 2019 Payroll |
| 4586 | 08/08/2019 | Payroll | 3 | EFT | | 1,660.02 | July 2019 Payroll |
| 4587 | 08/08/2019 | Payroll | 3 | EFT | | 1,972.55 | July 2019 Payroll |
| 4588 | 08/08/2019 | Payroll | 3 | EFT | | 2,652.80 | July 2019 Payroll |
| 4589 | 08/08/2019 | Payroll | 3 | EFT | | 345.44 | July 2019 Payroll |
| 4590 | 08/08/2019 | Payroll | 3 | EFT | | 345.09 | July 2019 Payroll |
| 4596 | 08/08/2019 | Payroll | 3 | EFT | Internal Revenue Service (941) | 49,343.62 | 941 Deposit for Pay Cycle(s) 08/08/2019 - 08/08/2019 |
| 4597 | 08/08/2019 | Payroll | 3 | EFT | WA St Department Of Retirement Systems | 41,416.34 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - PERS2; Pay Cycle(s) 08/08/2019 To 08/08/2019 - PERS 3; Pay Cycle(s) 08/08/2019 To 08/08/2019 - 457 - DRS (DCP) |
| 4977 | 08/23/2019 | Payroll | 3 | EFT | | 1,000.00 | August 2019 Draw |
| 4978 | 08/23/2019 | Payroll | 3 | EFT | | 1,500.00 | August 2019 Draw |
| 4979 | 08/23/2019 | Payroll | 3 | EFT | | 2,000.00 | August 2019 Draw |
| 4980 | 08/23/2019 | Payroll | 3 | EFT | | 1,000.00 | August 2019 Draw |
| 4981 | 08/23/2019 | Payroll | 3 | EFT | | 1,600.00 | August 2019 Draw |

# CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/01/2019 To: 09/03/2019

Time: 10:44:59 Date: 09/03/2019


| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 4982 | 08/23/2019 | Payroll | 3 | EFT | | 2,000.00 | August 2019 Draw |
| 4983 | 08/23/2019 | Payroll | 3 | EFT | | 1,350.00 | August 2019 Draw |
| 4984 | 08/23/2019 | Payroll | 3 | EFT | | 3,000.00 | August 2019 Draw |
| 4985 | 08/23/2019 | Payroll | 3 | EFT | | 1,600.00 | August 2019 Draw |
| 4986 | 08/23/2019 | Payroll | 3 | EFT | | 1,000.00 | August 2019 Draw |
| 4987 | 08/23/2019 | Payroll | 3 | EFT | | 2,000.00 | August 2019 Draw |
| 4988 | 08/23/2019 | Payroll | 3 | EFT | | 2,000.00 | August 2019 Draw |
| 4989 | 08/23/2019 | Payroll | 3 | EFT | | 1,000.00 | August 2019 Draw |
| 4990 | 08/23/2019 | Payroll | 3 | EFT | | 800.00 | August 2019 Draw |
| 4991 | 08/23/2019 | Payroll | 3 | EFT | | 2,000.00 | August 2019 Draw |
| 4992 | 08/23/2019 | Payroll | 3 | EFT | | 1,600.00 | August 2019 Draw |
| 4993 | 08/23/2019 | Payroll | 3 | EFT | | 500.00 | August 2019 Draw |
| 4994 | 08/23/2019 | Payroll | 3 | EFT | | 2,500.00 | August 2019 Draw |
| 4995 | 08/23/2019 | Payroll | 3 | EFT | | 1,500.00 | August 2019 Draw |
| 4996 | 08/23/2019 | Payroll | 3 | EFT | | 1,900.00 | August 2019 Draw |
| 4997 | 08/23/2019 | Payroll | 3 | EFT | | 1,000.00 | August 2019 Draw |
| 4598 | 08/08/2019 | Payroll | 3 | 1633 | AFLAC | 678.53 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - AFLAC, Pre-Tax; Pay Cycle(s) 08/08/2019 To 08/08/2019 - AFLAC, Post-Tax |
| 4599 | 08/08/2019 | Payroll | 3 | 1634 | AWC Employee Benefit Trust | 21,873.37 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - AWC - Medical; Pay Cycle(s) 08/08/2019 To 08/08/2019 - AWC- Dental; Pay Cycle(s) 08/08/2019 To 08/08/2019 - AWC - Vision; Pay Cycle(s) 08/08/2019 To 08/08/2019; |
| 4600 | 08/08/2019 | Payroll | 3 | 1635 | Colonial Life Insurance | 66.75 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - Colonial Life Ins |
| 4601 | 08/08/2019 | Payroll | 3 | 1636 | Hartford Retirement Plan Services | 2,158.00 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - 457 - MassMutual (Hartford); Pay Cycle(s) 08/08/2019 To 08/08/2019 - Roth 457(b)(MassMutual) |
| 4602 | 08/08/2019 | Payroll | 3 | 1637 | ICMA Retirement Trust | 2,573.65 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - 457 - ICMA |
| 4603 | 08/08/2019 | Payroll | 3 | 1638 | Navia Benefits | 311.66 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - Medical FSA- S125 |
| 4604 | 08/08/2019 | Payroll | 3 | 1639 | Teamsters Union Local 231 | 1,412.00 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - Teamsters Dues |
| 4605 | 08/08/2019 | Payroll | 3 | 1640 | Washington Teamsters Welfare Trust | 30,910.00 | Pay Cycle(s) 08/08/2019 To 08/08/2019 - Teamsters Dental; Pay Cycle(s) 08/08/2019 To 08/08/2019 - Teamsters Medical |
| 4720 | 08/08/2019 | Payroll | 3 | 1641 | Isaac R Shriner | | created check but EFT went thru next day so voiding check |

| | |
|---|---|
| 001 General Fund | 163,810.91 |
| 101 Street Fund | 20,492.93 |
| 108 Transportation Sales Tax Fund | 1,189.59 |
| 401 Sewer Fund | 35,585.40 |
| 410 Drainage Fund | 24,704.64 |
| 421 Water Fund | 49,000.92 |
| | 294,784.39 |

Payroll: 294,784.39

# CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/01/2019 To: 09/03/2019

Time: 10:44:59 Date: 09/03/2019
Page: 3

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

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

( ) Finance Director ( ) Auditing Officer ____________________ Date: 9/3/19
( ) Deputy Finance Director

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

| | |
|---|---|
| **ITEM NUMBER:** | 7b |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | City Council August 8, 2019 Regular Meeting Minutes |
| **CONTACT PERSON:** | Sara Robinson, Deputy Clerk |
| **ATTACHMENTS:** | A – Council Regular Meeting Minutes |

---

## SUMMARY STATEMENT

Minutes of the August 8, 2019 Regular City Council Meeting are attached.

## RECOMMENDED MOTION

**I MOVE TO APPROVE THE MINUTES OF THE AUGUST 8, 2019 REGULAR COUNCIL MEETING AS PRESENTED.**

ATTACHMENT A

# CITY OF STANWOOD

Regular Meeting of the City Council
Thursday, August 8, 2019 – 7:00 p.m.
Stanwood Camano School District Administration Board Room

# MINUTES

## 1. Call to Order and Pledge of Allegiance

Mayor Leonard Kelley 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, Kelly McGill and Judy Williams. The meeting was quorate.

Also present: Public Works Director Kevin Hushagen, Community Development Director Patricia Love, Finance Director David Hammond, City Attorney Brett Vinson, City Administrator Jennifer Ferguson, Assistant Fire Chief Mike Makela, Police Sergeant Jason Toner, Senior Planner Amy Rusko, Administrative Assistant Amy Bergemeier and Deputy Clerk Sara Robinson.

## 3. Approval of the Agenda

*Motion by Councilmember Sather, second by Councilmember McGill, to amend the agenda to delete Item 11. Motion carried unanimously.*

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

## 4. Citizen Comments

Attorney Brett Vinson spoke to set expectations for the Citizen Comment section of the meeting. The City Council has been advised not to discuss the Crematorium subject at this time. Council does not have a role in approving or denying this project.

William Dexter – 17617 89th Ave NE, Arlington WA
Owner of the American Cremation and Casket Alliance (ACCA) business that is relocating to Stanwood.
He wanted to make it clear that he has been upfront and open about the business from the beginning. Mr. Dexter spoke regarding the approval process with the City as well as the work that has been done so far, including the amount of money spent on the project to date. He thinks that there is a misconception about the cremation business.

Cookie Spirk – 8704 Nordic Way, Stanwood WA
She first heard about the cremation business coming in to Stanwood last week. She would like more information about it. In the past there were other new businesses that went through a long approval process including public comment, etc. Why didn't this happen for this business? Maybe this is a planning issue? Ms. Spirk would prefer that there were no other pollutants in our downtown core.

Kathleen Ruesken – 3122 140th St NW, Marysville WA
Spoke in regards to the crematory.
The owners of ACCA - Bill and Tari Dexter are amazing people with high integrity. She has worked with them in the past and highly recommends them and thinks they would be an asset to Stanwood.

Tari Dexter – 17617 89th Ave NE, Arlington WA
In regards to the crematory.
William Dexter is her husband and they are the owners of the ACCA. She spoke about the services that they plan to offer including assisting families as well as retiring Honorably Discharged Veteran Flags. They want to be part of the community. Mrs. Dexter feels like this has been a political attack. If there has been a mistake it is not theirs.

Cathy Wooten - 27828 84th Ave NW, Stanwood, WA
Regarding the crematory.
Referred to Ordinance 1459 referring to the development and performance standards in the industrial zones in order to mitigate potential impacts on commercial and residential properties. She spoke about the negative effects of the crematorium especially in children. Does not agree with the crematorium being classified the same as a funeral home.

Tim Schmitt – 27308 101st Ave, Stanwood, WA
Regarding the crematory.
Mr. Schmitt is opposed to allowing incineration in the downtown core. Feels like this is a mistake. Wants to know if the councilmembers feel that the incinerator is compatible with the downtown core. Spoke about emission output of the incinerator vs. cars. Would like to have answers from the councilmembers.

The mayor reminded Mr. Schmitt that the City Attorney has advised the council not to respond to questions about this topic.

Michael Wooten- 27828 84th Ave NW, Stanwood, WA
Mr. Wooten takes personal offense at the remark toward a citizen that is concerned about the city they live in.

**5. Staff Reports**

a. Finance Report 2nd Quarter – 2019
b. Police Compstat Report

**6. Committee Reports**

a. Community Development June 13, 2019 Meeting Minutes
b. Public Works Committee Report

**7. Consent Agenda**

a. Approve Vouchers and Payroll Checks
b. Approve July 11, 2019 Regular Meeting Minutes
c. Authorize the Mayor to sign the Youth Athletic Fields Grant with the Recreation and Conservation Office

*Motion by Councilmember Sather, Second by Councilmember McGill to approve the consent agenda items a through c. Motion carried unanimously.*

**8. Old Business**

a. Adopt Ordinance 1475 – Shoreline Code Amendment - Second Reading & Final Adoption

Patricia Love, Community Development Director, presented the second reading of Ordinance 1475 for final adoption. There have been no changes since the first reading.

*Motion by Councilmember Sather, second by Johnson to approve the second reading and final adoption of ordinance 1475 amending Chapter 150 of the Stanwood Municipal Code, titled Shoreline Management. Motion carried unanimously.*

**9. New Business**

a. Approval of the Hamilton Landing Site Plan Design.

Patricia Love, Community Development Director, presented the request to approve the Hamilton Landing Site Plan Design and proceed with the design, permitting and bidding of the project. The plan has been approved by the PTAC. The next step will be moving from design to permitting with the hope of beginning the project by Summer, 2020.

*Motion by Councilmember Sather, second by Councilmember McGill to approve the Hamilton Landing Site Plan Design and proceed with the design, permitting and bidding of the project.*

b. Authorize the Mayor to sign a contract with Lautenbach Recycling for cleanup work at Ovenell Park.

Kevin Hushagen, Public Works Director, presented the request for the Mayor to sign a contract with Lautenbach Recycling for cleanup work at Ovenell Park. There is still a lot of debris left on the property from the previous farming operation. It is necessary to clear the property to make it safe.

Councilmember Callaghan asked where the funds will come from. Finance Director, Hammond noted that there are currently planning funds allocated in the budget. Future planning funds will be discussed in the mid–biennium budget meeting in October.
Councilmember Williams is excited for the new park, however she would like to see those funds used at another more viable park like Heritage.

M*otion by Councilmember Sather, second by Councilmember McGill to authorize the Mayor to sign a contract with Lautenbach Recycling for $93,529.80 for cleanup work at Ovenell Park.*
*Johnson – yes, White-yes, Callaghan-yes, Pearce-yes, Sather – yes, McGill – yes, Williams –no.*
*Motion carried.*

**11. Reports of Officers and Committees**

a. Mayor's Report - Mayor Kelley
National Night Out Against Crime was a huge success in Stanwood. It was a very well attended event. Thank you to all staff who participated.
There are several events happening this coming weekend. Art By the Bay and the Summer Concert Series.
Huge thank you to all City Staff and City Council for all you do!

b. City Administrator's Report – Jennifer Ferguson
The random selection part of the Community Survey has been mailed out to Stanwood residents. The Opportunity Survey will be available for all other Stanwood Citizens on the City Website. The community's feedback is very important to assist in the strategic planning for the City of Stanwood.

c. Councilmember Reports and Questions
Councilmember White – A friend commented to her that the community of Stanwood sure does a lot of wonderful things. She proudly responded "yes, we are cool!"
Councilmember Johnson- Bernice Rothrock passed away at 96 years old. She was a moving force in the City of Mount Vernon parks development and was in the forefront of all committees. He would like to encourage citizens to get involved. It takes a lot of perseverance to create a great parks system.
Councilmember Pearce – Would like to commend the Stanwood Fair Board for the great event this year. Would also like to mention that this weekend the Sky Valley Tractor Club is having an antique tractor show at the Stanwood Fair Grounds.

**11. Citizen Closing Comments – Removed from Agenda**

**12. Adjourn to Executive Session – RCW 42.30.110(1)(i)**

Mayor Kelley adjourned the meeting to Executive Session at 7:43 pm for 20 minutes with no action anticipated.

At 8:07 pm an additional 10 minutes was requested.

**13. Reconvene and Adjourn**

Mayor Leonard Kelley adjourned the meeting at 8:24 p.m.

| | |
|---|---|
| CITY OF STANWOOD | ATTEST: |
| ______________________________ | ______________________________ |
| Leonard Kelley, Mayor | Sara Robinson, Deputy Clerk |

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

| | |
|---|---|
| **ITEM NUMBER:** | 8a |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | Stanwood Library Request for Annexation Amendment |
| **CONTACT PERSON:** | Jennifer Ferguson, City Administrator |
| **ATTACHMENTS:** | A – Stanwood Library Annexation Agreement<br>B – Proposed Amendment 1 to the Annexation Agreement |

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## ISSUE

The purpose for this agenda item is for City Council consideration of the proposed amendments to the Stanwood Library Annexation Agreement requested by the Stanwood Library.

## RECOMMENDATION

Staff recommends approval of the proposed amendment to the annexation agreement.

## SUMMARY

The Stanwood Library is located at 9701 271st Street NW in the City's Central Downtown District and is a popular destination for many community members. The City received a request from the Stanwood Library Board to amend the Annexation Agreement, dated January 2016, by removing the location and time restriction. In the original annexation agreement, the Library agreed to stay in the downtown districts until 2023; however, they are now requesting removal of the restriction, claiming better flexibility to plan for the Library's future. The City of Stanwood owns the building where the current library is located and provides all maintenance and property management services, including garbage, recycling services and utility costs.

## DISCUSSION

The Sno-Isle Library Strategic Plan includes a recommendation for replacement of the Stanwood Library in its 2016-2025 Capital Facilities Plan. The Library has indicated that there has been an increased interest within the community to plan for a new library. The Board of the Stanwood Library has asked for the removal of the restriction to allow them greater freedom to move forward with engaging the community and planning for the Stanwood Library's future.

**FISCAL IMPACT**

Because the Stanwood Library is located in a city-owned facility and is provided all utilities, property management and maintenance services at no cost, the fiscal impact would be approximately $12,000 per year in potential savings. This includes labor costs for property repairs and maintenance items such as light bulb replacement and other maintenance items, utilities including garbage and recycling, facility repairs and parking lot maintenance. However, should a new tenant move into the city owned facility, property management and maintenance costs may not be a savings depending on a new facility use agreement.

**COMMITTEE RECOMMENDATION**

The Council's Community Development Committee, Public Works Committee and Finance Committee have been provided information about the Stanwood Library's request and have discussed the pros and cons regarding removing the restriction on the Library's ability to relocate prior to 2023.

**CITY COUNCIL OPTIONS**

1. Approve the amendment to the Stanwood Library Annexation Agreement
2. Do not approve the proposed amendment
3. Request a revised date of the allowed relocation and bring a revised amendment back for Council consideration

**RECOMMENDED MOTION**

**I MOVE TO APPROVE THE AMENDMENT TO THE STANWOOD LIBRARY ANNEXATION AGREEMENT.**

# EXHIBIT C

## ANNEXATION AGREEMENT BETWEEN THE CITY OF STANWOOD AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

This Annexation Agreement (hereinafter "Agreement") is entered into on the last date set forth below between Sno-Isle Intercounty Rural Library District ("Library District") and the City of Stanwood, a Washington municipal corporation ("City").

WHEREAS, the City owns a facility located at 9701 207th Street NE, Stanwood, WA which is currently serving as the Stanwood Library; and

WHEREAS, the City and the Library District are operating the Stanwood Library under an Amended and Restated Library Services Agreement dated December 31, 2012 which terminates, by its terms, upon the Effective Date of this Agreement; and

WHEREAS, The City has been lawfully annexed to and became part of the Sno-Isle Intercounty Rural Library District as of JANUARY 1, 2016 and

WHEREAS, the purpose of this Agreement is to define the terms, conditions and obligations of the parties, commencing on the Effective Date hereof, with respect to the library facility and library services within the City;

NOW, THEREFORE, in consideration of the mutual benefits and promises of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the City and the Library District agree as follows:

**1.0 <u>City Obligations</u>**

1.1 The City shall provide the Library District with City-owned building space known as the Stanwood Library, at 9701 271st Street, NW, Stanwood, WA, ("Library Building") together with associated grounds and parking facilities, hereinafter ("Premises"), at no rental cost, together with current furnishing, to facilitate the Library District's provision of Library Services.

1.2 The City shall undertake its duties and responsibilities for care of the Premises under this Agreement professionally and with all appropriate skill, care and diligence.

1.3 The City shall engage such employees, vendors, suppliers, and retain such agents, contractors and subcontractors as are reasonably necessary or appropriate in accordance with the obligations or liabilities under or pursuant to this Agreement.

1.4 The City shall keep the Premises in good order and repair at all times and shall be responsible for maintaining the Library Building including without limitation, foundation, walls, roof, HVAC, electrical and plumbing.

1.5 The City shall provide utility services and landscaping services to the Premises and shall maintain its surrounding grounds including sidewalk and parking lot to include snow/ice removal.

1.6 The City shall be responsible for maintaining its own furnishings and equipment.

1.7 To the extent permitted by law, the City may assist Library District in soliciting donations and in kind services for purposes of care of the Premises.

**2.0 Library District Obligations**

2.1 The Library District shall undertake its duties and responsibilities for care of the Premises under this Agreement professionally and with all appropriate skill, care and diligence.

2.2 The Library District shall engage such employees, vendors, suppliers, and retain such agents, contractors and subcontractors as are reasonably necessary or appropriate in accordance with the obligations or liabilities under or pursuant to this Agreement.

2.3 The Library District shall at all times keep the Premises neat, clean and, in a sanitary condition and shall preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.

2.4 The Library District shall contract for and bear the cost of janitorial services to maintain the Premises. Janitorial services will generally consist of routine waste disposal, periodic carpet cleaning, window washing, collection and disposal of debris on the grounds and changing of light bulbs. The City agrees to permit the Library District to perform minor facility repairs as may occur from time to time provided such repairs are within the scope of a janitorial service contract which shall be made available to the City.

2.5 The Library District shall be responsible for maintaining its own furnishings and equipment.

2.6 The Library District agrees to not store or deposit materials, supplies or other objects on the exterior of the Premises without the permission of the City.

**3.0 Responsibility for Personnel**

3.1 The City and the Library District, for themselves, their officers, elected and appointed officials, employees and agents (collectively "personnel") shall each at all times be solely responsible for their own acts and omissions and for all acts and omissions of their own personnel, when any such acts or omissions arise from or are connected with performance of this Agreement.

3.2 The City and the Library District agree to save, hold harmless and indemnify the other from all cost, expense, loss, liability and/or damage, including without limitation bodily injury or damage to property or the cost of consultants, defense or reasonable attorneys' fees, which may be incurred in connection with or as a result of any act or omission of the indemnifying party.

3.3 For purposes of this section, each Party expressly waives its immunity under RCW Title 51, to the extent necessary to give full effect to the provisions of Subsection 6.2.

**4.0 <u>Insurance</u>**

4.1 Property Insurance. The Library District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement, property insurance coverage for their respective property, except for the Library District-owned collection utilized in providing Library Services, on a replacement cost basis (if available at commercially reasonable rates) and otherwise on a fair market basis.

4.2 Liability Insurance. The Library District and the City shall each procure, provide annual proof of, and maintain for the duration of this Agreement liability insurance against claims for injuries to persons or damage to property which may arise from their respective actions in connection with this Agreement. The liability insurance shall minimally conform to the following requirements:

4.2.1 Certificate of Insurance. Each Party shall provide a certificate of insurance to the other Party evidencing each of the required liability coverage. The City shall be named as an additional insured on the Library District's Commercial General Liability and Public Officials Liability insurance policies, and a copy of the endorsement naming the City as an additional insured shall be attached to the certificate of insurance.

4.2.2 Automobile Liability insurance covering all vehicles of each Party shall be maintained with coverage limits of no less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

4.2.3 Commercial General Liability insurance written on an occurrence basis shall be maintained with coverage limits of no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU), if applicable; and employer's liability.

4.3 Deductible. Any payment of deductible or self-insured retention shall be the sole responsibility of the party procuring the insurance.

4.4 Coverage. Insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance shall be primary insurance with respect to the other party in accordance with insurance industry conventions. Each party shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage of the other party. All the insurance required of the City under this Section 4.0 shall be considered fulfilled by the City's membership in the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA), provided such membership provides required coverage for all the identified liability risks.

4.5 Mutual Waiver of Claims. The Library District and the City each release and relieve the other, and waive their right of recovery against the other, for loss or damage to their respective property which arises out of the occurrence of any peril normally insured against in a standard all risk property insurance policy. Each party shall have its respective insurer endorse the applicable insurance policies to reflect the foregoing waiver, provided that such endorsement shall not be required if the applicable insurance policy permits the named insured to waive rights of subrogation on a blanket basis, in which case such blanket waiver shall be acceptable.

## 5.0 Library Building Reconstruction, Destruction, and/or Relocation

5.1 The Stanwood Library is an important public facility. In the event that the current library building located at 9701 271st Street NW is destroyed, or suffers catastrophic loss, or the Library District wishes to construct a new library within the City limits, the Library District agrees for up to seven (7) years from the effective date of this Annexation Agreement to locate the Stanwood Library within the City's downtown center as defined by the area incorporating East Stanwood, the 271st Street Corridor, and West End unless otherwise agreed upon by the Parties. After the annexation to the Library District has been effective for more than seven (7) years, and the current library building is destroyed, or suffers catastrophic loss, or the Library District wishes to construct a new library, the City and the Library District shall meet and negotiate in good faith concerning different terms as appropriate for this Agreement.

## 6.0 Effective Date, Duration and Termination

6.1 Effective Date. This Agreement shall become effective January 1 [of the first year that property taxes may be levied, by or on behalf of the Library District, upon the taxable property within the annexed territory of the City, in accordance with RCW 84.09.030] (the "Effective Date") since the proposition to annex the City into the Library District was approved by the voters of the City on 2014 [year of voter approval].

6.2 Duration and Termination. Once effective, this Agreement shall remain in effect until (a) terminated by mutual written agreement of the parties; or (b) the effective date upon which the annexation of the City to the Library District shall be withdrawn or terminated as provided by state law, at which time this Agreement shall automatically terminate.

## 7.0 General Terms

7.1 Severability. If any provision of this Agreement or its application is held invalid, the remainder of this Agreement and its application shall not be affected.

7.2 Integration; Modification. This Agreement represents the entire agreement between the parties and supersedes all other agreements whether oral or written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by authorized representatives of the party against whom the change, termination or waiver is claimed. This Agreement shall not be modified, supplemented or otherwise affected by course of dealings between the parties.

7.3 Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed first class, postage prepaid and addressed to the party at its then current or at such other address as the party may designate at any time in writing.

7.4 Authority. By and through their signatures below, each party warrants to the other, that it is fully authorized to enter into this Agreement and has performed all of the actions required for such authorization. Any defect in such performance or authorization shall not release that party from its obligations under this Agreement.

7.5 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Library District and the City. This Agreement shall confer no benefits, direct, indirect or implied on or to any third persons, and no third persons shall claim any such benefits.

7.6 Dispute Resolution. In the event of a dispute relating to the interpretation, application or performance of this Agreement, the principals of each Party agree to meet within twenty (20) days of written notice of the dispute to negotiate a resolution in good faith. In the event the dispute remains unresolved thirty (30) days after such meeting, the Parties may jointly or individually seek professional mediation and/or jointly or individually apply to the Superior Court for Snohomish County for such relief as may be deemed appropriate.

7.7 Attorney's Fees. The prevailing party in any dispute arising under or in connection with this Agreement shall be entitled to an award of its reasonable costs and attorney fees against the non-prevailing party.

7.8 Re-Opener. Upon mutual agreement of the parties, any provision of this Agreement may be reopened for possible modification.

WHEREFORE, the Library District and the City enter into this Agreement and agree to be bound by its terms and conditions and to faithfully adhere to same.

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT:

Date: December 2014

CITY OF STANWOOD

Mayor Dianne White
Date: December 2014

ATTEST:

By: ______________________
Patricia Myrdal, Interim City Clerk
Date: ______________________

APPROVED AS TO FORM:

Grant Weed, City Attorney

ATTACHMENT B

**FIRST AMENDMENT TO ANNEXATION AGREEMENT BETWEEN THE CITY OF STANWOOD AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT**

This FIRST AMENDMENT TO ANNEXATION AGREEMENT BETWEEN THE CITY OF STANWOOD AND SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT (this "First Amendment") is entered into on the last date set forth below (the "Effective Date") between Sno-Isle Intercounty Rural Library District ("Library District") and the City of Stanwood, a Washington municipal corporation ("City").

## RECITALS

A. The Library District and the City entered into that certain Annexation Agreement between the City of Stanwood and the Sno-Isle Intercounty Rural Library District December, 2014.

B. Section 5.1 of the Annexation Agreement provides that in the event the current library building located at 9701-271st Street NW is destroyed or if the Library District desires to move from that location during the initial seven (7) years of the Annexation Agreement, it is to do so within the City's downtown center as defined by the area incorporated East Stanwood, the 271st Street Corridor and West End unless the Parties agree otherwise.

C. The Library District and the City have agreed to amend Section 5.1 of the Annexation Agreement to remove location and time restrictions allowing greater freedom in moving forward with engaging the community and planning for the Library's future.

## AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 5.1 of the Annexation Agreement, which states:

> The Stanwood Library is an important public facility. In the event that the current library building located at 9701 271st Street NW is destroyed, or suffers catastrophic loss, or the Library District wishes to construct a new library within the City limits, the Library District agrees for up to seven (7) years from the effective date of this Annexation Agreement to locate the Stanwood Library within the City's downtown center as defined by the area incorporating East Stanwood, the 271st Street Corridor, and West End unless otherwise agreed upon by the Parties. After the annexation to the Library District has been effective for more than seven (7) years, and the current library building is destroyed, or suffers catastrophic loss, or the Library District wishes to construct a new library, the City and the Library District shall meet and negotiate in good faith concerning different terms as appropriate for this Agreement.

Shall be revised to read as follows:

> The Stanwood Library is an important public facility. In the event that the current library building located at 9701 271st Street NW is destroyed, or suffers catastrophic loss, or the Library District wishes to construct a new library within the City limits, the City and the Library District will evaluate in good faith alternative locations within the corporate boundaries of the City.

2. Except as otherwise amended in this First Amendment, all other terms and conditions of the Annexation Agreement Between the City of Stanwood and Sno-Isle Intercounty Rural Library District remain in full force and effect.

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT:

Lois Langer Thompson

Lois Langer Thompson, Executive Director
Date: 7-2-19

CITY OF STANWOOD

______________________________
Mayor Leonard Kelley
Date:______________________________

ATTEST:

By:______________________________
Sara Robinson, Deputy City Clerk
Date:______________________________

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

| | |
|---|---|
| **ITEM NUMBER:** | 8b |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | SR 532 Traffic Analysis |
| **CONTACT PERSON:** | Patricia Love, Community Development Director |
| **ATTACHMENTS:** | A - WSDOT Special Transportation Planning Study Agreement with Scope of Work by RH2 |

## ISSUE
The issue in front of the City Council is to authorize the Mayor to sign the attached WSDOT Agreement in the amount of $10,000 and approve the Scope of Work with RH2 to prepare a traffic analysis on SR 532.

## RECOMMENDATION
1. Review and discuss the WSDOT Agreement and scope of work for RH2.
2. Authorize the Mayor to sign the WSDOT Agreement for $10,000.
3. Support the Scope of Work with RH2 to prepare a traffic evaluation of the SR 532 corridor through downtown Stanwood.

## SUMMARY STATEMENT
In 2015 the City adopted its Transportation Plan which noted that several intersections in the downtown area would operate below the City's adopted Level of Service by 2035. As part of the SR 532 Beautification and Gateway project, the City began working with WSDOT and Island County on traffic flow, roundabout locations and access issues. WSDOT noted they had some funds available to help with the study.

The purpose of this Agreement is to expand on the 2015 Transportation Plan, to identify low-cost corridor improvements and possible "bookend" roundabouts for the downtown area. The goals are to maintain adequate traffic operations for expected traffic growth and to establish a "sense-of-place" for the downtown leveraging traffic controls. Attached is the $10,000 Agreement with WSDOT for the traffic analysis.

**DISCUSSION**

The City of Stanwood is the commercial and cultural center of the greater Stanwood / Camano region. It is the desire of the City to preserve the community's historic rural, small town character while promoting the regions as a family oriented place to live, work and play. The SR 532 Beautification and Gateway project will celebrate the beauty of the area and promote the concept of buying local.

The five components of the draft program include:

- Gateway Signage: Create gateway signage based off of the historic "Velkomen" sign, with a connection to the Snow Goose wayfinding signage, at the entrances to the City on SR 532: Camano Island and Snohomish County. Gateway signage should include local community service group logos such as Kiwanis, Rotary, Lions, and American Legion.

- Wayfinding Signage: Continue implementation of the Snow Goose wayfinding signage program. Phase 1 was completed in 2013 along SR 532 and Pioneer Highway. Phase 2 along 271st Street and Phase 3 in the Hill Top area were identified as future wayfinding areas directing traffic to local businesses. Part of the wayfinding program should include options for event advertising at predetermined locations. Beautification of the signage should include landscaping, trees and art that is appropriate for the various wayfinding signage options.

- SR 532 Beautification: Improve the aesthetic quality of the SR 532 right-of-way within the City limits. SR 532 is the main road connecting residents to each end of town and portrays the first impression of the City to tourists coming into town. Envisioned beautification efforts include: colorful street trees at key nodes / intersections, street trees or colorful shrubbery in the landscape islands / parkways sections of SR 532, and/or light pole banners.

- City Streetscape Beautification: Improve the aesthetic quality of the City's local streets and create a gateway into the downtown shopping districts. Neighborhoods would be encouraged to celebrate their uniqueness by: installing street trees, flower baskets, or flower pots; painting murals which depict local history or community character; installing mini library boxes; installing etched rocks; or other similar public improvements which enhance the visual appearance of the streetscape.

- Gateway Features: Gateway features should be used to signify special places such as city entrances, shopping districts, or roundabouts. They should be used sparingly to identify places as special. Features could include gateway arches and/or art sculptures.

The SR 532 traffic analysis will serve as the base information used to help determine proposed traffic improvements and roundabout locations. Once this information is obtained, access and other beautification projects can be evaluated for feasibility and cost. Identified projects will then be vetted through the Planning Commission, Economic Development Board, Community Open House, with final approval by the City Council.

**FINANCIAL IMPACT**

The traffic analysis will be paid for with the $10,000 provided by WSDOT therefore it will not affect the city's existing budget. This work is part of the 2019 / 2020 work plan item: Phase 2 of Stanwood Off-Premises Signage program which has been renamed to the SR 532 Beautification and Gateway project which more accurately describes the intent of the project.

**COMMITTEE RECOMMENDATION**

WSDOT called the City in late July with the proposal to move forward with the SR 532 analysis by having the City do the work through our on-call consultant. Due to the full schedule and shortened amount of time at the Community Development Committee's August meeting the concept did not go through their committee. In addition, the scope of work was not fully determined until after the August meeting.

However, due to the relatively small size of the Agreement and that it provides the base information for larger SR 532 Beautification and Gateway project which is included in the 2019/2020 work plan, staff requested that the item be placed on the Council's agenda instead of waiting an extra month.

**CITY COUNCIL OPTIONS**

1. Authorize the mayor to sign the WSDOT Agreement for $10,000 and support the Scope of Work with RH2 not to exceed $10,000 for the SR 532 traffic analysis.
2. Direct staff to make changes to the scope of work and/or cost provided for these services.
3. Do not accept the WSDOT Agreement in the amount of $10,000.

**RECOMMENDED MOTION**

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE WSDOT AGREEMENT, WITH THE INCLUDED RH2 SCOPE OF WORK, AS PROVIDED IN ATTACHMENT "A" IN THE AMOUNT OF $10,000 FOR TRAFFIC ANALYSIS ON SR 532.**

ATTACHMENT A

Washington State
Department of Transportation

| Special Transportation Planning Study Agreement<br>Work by Planning Organization - Actual Cost | | Organization and Address<br>City of Stanwood<br>10220 270th Street NW<br>Stanwood, WA 98292 |
|---|---|---|
| Agreement Number<br>GCB 3244 | Total Amount Authorized<br>$10,000.00 | Project Title and Description<br>SR 532 Corridor Study. Collect and analyze traffic data to better understand current and future conditions, recommend treatments. (See Exhibit A.) |
| Project Manager<br>Todd Carlson | Agreement Expiration Date<br>March 30, 2020 | |

This AGREEMENT, made and entered into this ______________ day of ___________________________, ________, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "PLANNING AGENCY."

WHEREAS, the STATE and the PLANNING AGENCY recognize the need for the transportation planning project, described above, and

WHEREAS, it is deemed in the best interest of the STATE to participate in funding said project for the mutual benefit of local and state roadway planning in the area of the project, and

WHEREAS, the STATE and the PLANNING AGENCY now wish to define responsibility for preparation of the transportation planning project.

NOW THEREFORE, it is mutually agreed as follows:

## I
## Scope of Work

The PLANNING AGENCY shall undertake the Transportation Planning Project described above, which shall include the tasks set forth in Exhibit "A," attached hereto.

## II
## Schedule

The project period shall commence upon execution of this agreement and shall last until the expiration date listed above.

## III
## Payment

The STATE agrees to reimburse the PLANNING AGENCY's actual direct and related indirect costs of the project. The maximum amount that the STATE shall reimburse the PLANNING AGENCY shall not exceed the "Total Amount Authorized" listed above. Payment by task shall be made as set forth in Exhibit "A." All costs must be consistent with the Federal cost principles contained in OMB Circular A-87.

The PLANNING AGENCY shall submit to the STATE requests for funds as they are expended on the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. The STATE shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

## IV
## Reports

The PLANNING AGENCY shall, from time to time during the progress of the work, confer with the STATE. The PLANNING AGENCY shall prepare and present to the STATE an annual progress report. The report shall be completed and submitted to the STATE within 30 calendar days following the end of each fiscal year. The STATE however, reserves the right to request an interim report(s) during the fiscal year. The interim report(s) is due to the STATE within 21 calendar days of being notified in writing by the STATE. The interim report(s) shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim report(s) is not submitted in a timely manner.

Within 30 days after the conclusion of each fiscal year, the PLANNING AGENCY shall prepare and submit to the STATE an annual progress report. This annual report shall summarize work accomplished under the scope of work, costs incurred by work element, and shall identify any carryover of funds.

A final report documenting the planning project, including interim and task reports which provide documentation of all technical data and their analysis, shall be prepared by the PLANNING AGENCY. The PLANNING AGENCY shall submit five copies of the final report to the STATE for acceptance. This requirement for a final report may be waived in writing by the STATE.

## V
## Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

## VI
## Audits, Inspection, and Retention of Records

All project records in support of all costs incurred and actual expenditures kept by the PLANNING AGENCY are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the STATE.

The STATE, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the PLANNING AGENCY's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this contract. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the PLANNING AGENCY for three years after the STATE's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

In accordance with OMB Circular A-128 regulations, the PLANNING AGENCY is required to arrange for audit of funds expended.

## VII
## Termination

If it is considered in the best interests of the STATE, the STATE may terminate this Agreement upon giving ten (10) days notice in writing to the PLANNING AGENCY. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the PLANNING AGENCY shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination.

## VIII
## Legal Relations

The PLANNING AGENCY shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

## IX
## Subcontracting

The services of the PLANNING AGENCY are to be directed by the Project Manager identified above. The PLANNING AGENCY shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE, and the STATE shall review and approve the PLANNING AGENCY's consultant agreement prior to execution. The PLANNING AGENCY shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. The State reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts greater than $10,000 must contain all the required provisions of this contract.

## X
## Travel

Any out-of-state travel must have prior written approval of the STATE to be eligible for reimbursement. Current STATE travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

## XI
## Liability

No liability shall attach to the STATE or the PLANNING AGENCY by reason of entering into this Agreement except as expressly provided herein.

## XII
## Independent Contractor

The PLANNING AGENCY shall be deemed an independent contractor for all purposes and the employees of the PLANNING AGENCY or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

## XIII
## Equal Employment Opportunity

The PLANNING AGENCY agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "C" attached hereto.

## XIV
## Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

## XV
## Equipment

All equipment to be purchased under this Agreement shall be listed in the scope of work. All equipment must be purchased, managed, and disposed of in accordance with OMB Circular A-102 Attachment N.

## Exhibit C
## Title 6, Civil Rights Act of 1964

During the performance of this Agreement, the Planning Agency, for itself, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. Compliance With Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.

2. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payment to the Consultant under the contract until the consultant complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as the State Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**PLANNING AGENCY**

By: ______________________________

Title: ______________________________

Date: ______________________________

**STATE**

By: ______________________________
Assistant Secretary/Regional Administrator

Date: ______________________________

# Exhibit A - Scope of Services

| | |
|---|---|
| Client Name: | City of Stanwood |
| Project Name: | Stanwood On-call Professional Services - SR 532 Corridor Pre-Scoping Analysis |
| Exhibit Dated: | August 25, 2019 TG: 16542.00 |

## *Scope of Services*

The purpose of this effort is to evaluate the SR 532 corridor through downtown Stanwood, MP 3.64-4.90. The downtown area is at the crossroads of Camano Island traffic, Snohomish County traffic, and Skagit County traffic but also serves as the heart of the local community. This analysis is intended to expand on the 2015 Transportation Plan, to identify low-cost corridor improvements and possible "bookend" roundabouts for the downtown area. The goals are to maintain adequate traffic operations for expected traffic growth and to establish a "sense-of-place" for the downtown leveraging traffic controls.

## Task 1 Assemble Traffic Data and Develop Scenarios

Available traffic data will be assembled to better describe and understand the current conditions along the study corridor section. Transpo will coordinate with City staff on providing the following data:

- 24-hour vehicle traffic counts will be gathered from WSDOT sources and compared to 2014 counts
- New PM peak hour turning movement counts will be collected at the following intersections:
  - 102nd Ave NW
- AM and PM peak hour turning movement volumes will be estimated at the following intersections based on nearby new counts and previous 2014 counts:
  - 88th Ave NW (collected as part of 2015 Plan)
  - 92nd Ave NW (collected as part of 2015 Plan)
  - 98th Ave NW (collected as part of 2015 Plan)
  - 270th St NW (collected as part of 2015 Plan)
  - 104nd Dr NW (collected as part of 2015 Plan)
  - Storage Facility Driveway (collected as part of previous Ovenell Park analysis)
  - Nursery Driveway (collected as part of previous Ovenell Park analysis)
- Collision data (via WSDOT)
- Orthoimagery
- GIS information (ROW)
- Signal timing sheets from WSDOT

In addition, numerous possible scenarios will be developed and discussed with the City and WSDOT. A limited number of scenarios will be selected for further analysis. The number of scenarios will be determined based on the complexity of the solutions. The scenarios may include, but are not limited to, the following elements:

- Identify locations of a western downtown roundabout. This could be at 10th Drive NW or further west in undeveloped areas.
- Identify locations of an eastern downtown roundabout. This could be at 270th Street NW or 98th Drive NW.
- Identify the level of access management between roundabouts. Full closure and best locations of partial access.
- Identify possible improvements to the SR 532/102nd Avenue NW intersection.
- Consider a bypass collector route northwest of downtown to reduce traffic from SR 532/102nd Avenue NW intersection.
- Consider any other low-cost improvements that would increase corridor capacity, with or without the roundabout scenarios.

Consultant Deliverables

- *Inventory of available traffic data and base mapping information.*
- *Develop slide deck of scenarios, using very basic graphics for discussion purposes.*

City Responsibilities

- *Provide all relevant background material (reports, correspondence, City standards and guidelines, historic traffic counts, traffic studies, etc.).*
- *Feedback on scenarios*

## Task 2 Existing and Future Scenarios Evaluation

The corridor will be evaluated for existing conditions, future no build, and future scenarios as determined in Task 1. The results of the evaluation will be summarized in a memorandum. The following sections describe the various aspects of the transportation system that will be evaluated on the corridor.

**Corridor Operations.** The operations review will include both existing and future travel conditions along the corridor during the weekday AM and PM peak hours. The corridor analysis will assess mode split, vehicle and transit operations, and non-motorized modes. Existing volumes and analysis results will be summarized and documented for all locations where data has been provided or collected. Forecast volumes will be developed for a 2040 forecast year. The City of Stanwood Visum travel demand model is a PM peak hour model Transpo will extrapolate PM peak forecast volumes from the City's model which has a forecast year of 2035. AM peak forecast volumes will be developed based on the PM peak forecast growth factors from the City's model.

**Corridor Safety.** The most recent 5-year historical collision data for the entire corridor will be assembled from the City and WSDOT records. The data will be reviewed and mapped to evaluate and identify crash trends, while also considering the types and potential causes of collisions. Collisions with pedestrians and bicyclists will be specifically highlighted, along with all injury-related collisions.

Consultant Deliverables

- *Technical memorandum summarizing existing and future conditions analyses including future scenarios.*

City Responsibilities

- *Review and provide comments on technical memorandum.*

## Future Tasks

Based on the results of Task 2, several possible future tasks could be needed. For example, future tasks would be to prepare concept design plans for the recommended improvements and cost estimates. Other possible tasks could be to prepare a microsimulation model and/or graphic for discussions with elected officials and public involvement, or to assist with project grant writing.

# *Fee and Schedule*

The anticipated fee for Task 1 and 2 is $10,000. Future task fees will be determined as they are defined. The schedule would be to complete up to Task 2 within 4 to 5 weeks following contract execution.

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

| | |
|---|---|
| **ITEM NUMBER:** | 8c |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | Final Plat of Trailside |
| **CONTACT PERSON:** | Amy Rusko, Senior Planner |
| **ATTACHMENTS:** | A – Trailside – Final Plat |

## ISSUE

The City Council is being asked to review the final plat of Trailside and allow the applicant to record the plat of Trailside.

## RECOMMENDATION

Discuss the final plat of Trailside and make a recommendation of approval.

## SUMMARY STATEMENT

The plat of Trailside was preliminarily approved for 14 new residential lots on approximately 2.61 acres. The construction has been completed and is ready to record the final plat of Trailside.

## DISCUSSION

City staff has reviewed and approved the final plat for Trailside. The final plat maps are ready to be signed by the Mayor, the Community Development Director and the Public Works Director.

Community Development and Public Works Departments have approved the final punch list items, with the exception of the installation of the landscaping strips, final lift and concrete strip separating the public and private road. The following is a list of items the City has received from the applicant:

- Bill of Sale for on-site sewer, water and storm.
- 2 year Maintenance Bond for sewer, water, storm, roadway and sidewalks.
- 2 year Landscape Maintenance Bond.
- Cash Assignment for Final Lift throughout the plat and Concrete Strip.
- Cash Assignment for Landscaping within the plat.

Based on staff review, the applicant has completed all applicable conditions of the preliminary plat approval. Any conditions to be completed prior to building permit issuance and other restrictions are identified on the face of the plat map.

SMC 16.20.060(3) states:

> *After being approved as required above, the final plat shall be presented to the city council. After finding that the final plat has been completed in accordance with the provisions of this code, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be completed, and that the interests of the city are fully protected, the mayor shall sign the final plat accepting such dedications and easements as may be included thereon, and the final plat shall be returned to the applicant for filing for record with the auditor.*

Upon approval by the City Council, the Mayor will sign the final plat along with city staff. The final plat will be returned to the applicant to record with the Snohomish County Auditor Office.

## FINANCIAL IMPACT

Upon recording of the final plat, each lot will contribute by paying city property taxes.

## COMMITTEE RECOMMENDATIONS

Discussed at the June 13, 2019 Community Development Committee Meeting. The Committee had no concerns and was supportive of moving forward with the final plat.

## CITY COUNCIL OPTIONS

1. Approve the final plat of Trailside as presented.
2. Return the final plat of Trailside to the applicant to make final correction or edits to the final plat.

## RECOMMENDED ACTION

**I MOVE TO APPROVE THE FINAL PLAT OF TRAILSIDE AND TO ALLOW THE MAYOR TO SIGN THE FINAL PLAT IN ACCORDANCE WITH SMC 16.020.060(3).**

ATTACHMENT A

## DEDICATION

KNOW BY ALL MEN PRESENT THAT **GAPCO LLC.** THE UNDERSIGNED OWNER(S) OF THE LAND HEREBY PLATTED, AND **1ST SECURITY BANK OF WASHINGTON**, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF SUCH LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT 996 WILL BE RETAINED BY THE DEVELOPER.

TRACT 997 IS AN ACCESS AND UTILITIES TRACT, AND IS HEREBY CONVEYED TO THE TRAILSIDE HOMEOWNERS ASSOCIATION (HOA), SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO CITY OF STANWOOD. THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT. TRACT 997 IS SUBJECT TO AN EASEMENT TO THE PUBLIC FOR PEDESTRIAN ACCESS TO HERITAGE PARK.

TRACT 998 IS AN OPEN SPACE TRACT AND IS HEREBY CONVEYED TO THE TRAILSIDE HOMEOWNERS ASSOCIATION (HOA). THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

TRACT 999 IS AN OPEN SPACE TRACT AND IS HEREBY CONVEYED TO THE TRAILSIDE HOMEOWNERS ASSOCIATION (HOA). THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

______________________ DATE: ______________________
**GAPCO, LLC,**
A WASHINGTON LIMITED LIABILITY COMPANY

BY: JOHN M ROBINETT

ITS: MANAGING MEMBER

______________________ DATE: ______________________
**1ST SECURITY BANK OF WASHINGTON**

BY: ______________________

BY: ______________________

## ACKNOWLEDGEMENTS

STATE OF WASHINGTON )
) SS.
COUNTY OF SNOHOMISH )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT **JOHN M. ROBINETT**, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS/ AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGING MEMBER OF **GAPCO, LLC**, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

(SIGNATURE) ______________________

(PRINTED) ______________________
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT ______________________

MY APPOINTMENT EXPIRES: ______________________

DATED: ______________________

STATE OF WASHINGTON )
) SS.
COUNTY OF SNOHOMISH )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ______________________, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE/THEY WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE ______________________ OF **1ST SECURITY BANK OF WASHINGTON** TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

(SIGNATURE) ______________________

(PRINTED) ______________________
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT ______________________

MY APPOINTMENT EXPIRES: ______________________



## LEGAL DESCRIPTION

**PARCEL A:**
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M.;
THENCE NORTH 987.36 FEET, MORE OR LESS, TO NORTH BOUNDARY OF STANWOOD AND BURN COUNTY ROAD;
THENCE WEST ALONG NORTH BOUNDARY OF SAID ROAD 1554.4 FEET TO THE SOUTHEAST CORNER OF THE IRVINE PUBLIC LIBRARY GROUNDS;
THENCE NORTH 310 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EAST 31 FEET;
THENCE NORTH 140 FEET;
THENCE EAST 100 FEET;
THENCE NORTH 224 FEET;
THENCE NORTH 86° WEST 25 FEET;
THENCE SOUTH 76° 30' WEST 304 FEET;
THENCE SOUTH 260 FEET;
THENCE EAST 186.4 FEET;
THENCE SOUTH 30 FEET TO TRUE POINT OF BEGINNING;

LESS THAT PORTION, IF ANY, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 233.64 FEET NORTH OF SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M.;
THENCE NORTH 86° WEST 1452 FEET;
THENCE SOUTH 76° 30' WEST 927.3 FEET.

**PARCEL B:**
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M.;
THENCE NORTH 987.36 FEET, MORE OR LESS, TO NORTH BOUNDARY OF STANWOOD AND BURN COUNTY ROAD;
THENCE WEST ALONG NORTH BOUNDARY OF SAID COUNTY ROAD 1554.4 FEET TO THE SOUTHEAST CORNER OF IRVINE PUBLIC LIBRARY GROUNDS;
THENCE NORTH 310 FEET;
THENCE EAST 131 FEET;
THENCE NORTH 364 FEET;
THENCE NORTH 86° WEST 25 FEET;
THENCE SOUTH 76° 30' WEST 304 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 76° 30' WEST 30 FEET;
THENCE SOUTH 250 FEET;
THENCE EAST 30 FEET;
THENCE NORTH 255 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

**TITLE REPORT AND SCHEDULE B EXCEPTIONS:**
A TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NUMBER 500064202C DATED JUNE 14, 2019 AT 8:00 A.M., AND ALL UPDATES THEREOF, WERE RELIED UPON FOR TITLE INFORMATION. ACCORDING TO THIS DOCUMENT, THIS SITE IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. DRIVEWAY EASEMENT, AFN 2136559. SHOWN ON SHEET 3, WITHIN THAT PORTION BEING DEDICATED FOR PUBLIC ROADWAY.

## RESTRICTIONS AND CONDITIONS

1. NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
2. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S).
3. ALL IMPACT AND PLANT INVESTMENT FEES ARE PAYABLE PRIOR TO BUILDING PERMIT ISSUANCE ACCORDING TO THE CITY FEE SCHEDULE IN EFFECT AT THE TIME OF PAYMENT.
4. STREET PARKING IS NOT ALLOWED ALONG THE PUBLIC STREET OR TRACT 997.
5. TRACT 997 PROVIDES VEHICULAR ACCESS TO LOTS 10 THROUGH 13 ONLY.
6. THE CITY OF STANWOOD HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN, OR OTHERWISE SERVICE THE PRIVATE ROADS WITHIN OR PROVIDING ACCESS TO PROPERTY IN THIS PLAT.
7. THIS PROJECT IS IN FLOOD ZONE DESIGNATION AE, BASE FLOOD ELEVATION DETERMINED. THE FLOOD ELEVATION IS DETERMINED TO BE 10'. THIS IS BASED ON PANEL 351 OF 1575, CITY OF STANWOOD FLOOD INSURANCE MAP RATE MAP NUMBER 530172, EFFECTIVE DATE NOVEMBER 8, 1999.
8. A HOMEOWNER'S ASSOCIATION ESTABLISHED FOR PURPOSES OF TRACT OWNERSHIP AND MAINTENANCE SHALL BE INCORPORATED AS A PROFIT OR NONPROFIT CORPORATION AND SHALL REMAIN THE OWNER UNLESS TRACT OWNERSHIP BY ALL LOTS WITHIN THE SUBDIVISION IS AUTHORIZED PURSUANT TO THE PLAT ALTERATION PROCESS.
9. TRACT 996 TO BE DEEDED TO THE PROPERTY OWNER TO THE SOUTH, STANWOOD HOUSING PARTNERS, LLC, WHICH, ACCORDING TO THE TAX RECORDS OF THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON, OWNS TAX PARCEL NUMBERS 32032400405200 AND 32032400405400.
10. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE TRAILSIDE HOMEOWNER'S ASSOCIATION, RECORDED UNDER AFN ______________________.

## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF **TRAILSIDE** IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND AS SHOWN ON THE PLAT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF ALL LOCAL AND STATE GOVERNING PLATTING AND WITH WAC 332-130-050.

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF **GAPCO, LLC** IN DECEMBER, 2018. I HEREBY CERTIFY THAT THIS MAP FOR **TRAILSIDE** IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

______________________
**JOANNE M. SWANSON**, P.L.S.
CERTIFICATE NUMBER 34671


______________________
DATE

## APPROVALS

I HEREBY CERTIFY THAT THE PLAT OF TRAILSIDE HAS BEEN EXAMINED BY THE CITY OF STANWOOD PLANNING AGENCY AND RECOMMENDATIONS FOR APPROVAL HAVE BEEN TRANSMITTED TO THE CITY COUNCIL.

EXAMINED AND APPROVED THIS ______ DAY OF ____________, 2019.

______________________
**CITY OF STANWOOD PLANNING DIRECTOR**

I HEREBY APPROVE THE SURVEY DATA, LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, AND UTILITY SYSTEMS INCLUDING STORM DRAINAGE, WATER AND SANITARY SEWER.

EXAMINED AND APPROVED THIS ______ DAY OF ____________, 2019.

______________________
CITY OF STANWOOD PUBLIC WORKS DIRECTOR

THE CITY COUNCIL OF THE CITY OF STANWOOD, MEETING IN REGULAR SESSION ON THE ___ DAY OF ____________, 2019, DID FIND THAT THE PLAT OF TRAILSIDE SERVES THE PUBLIC USE AND INTEREST AND HAS AUTHORIZED THE MAYOR TO EXECUTE WRITTEN APPROVAL.

______________________ ATTEST: ______________________
**MAYOR** **CITY CLERK DEPUTY**

## SNOHOMISH COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING ______ TAXES.

______________________
TREASURER, SNOHOMISH COUNTY

BY: ______________________
DEPUTY COUNTY TREASURER

## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ORCA LAND SURVEYING, INC., THIS ______ DAY OF ____________, 2019, AT ___ MINUTES PAST ____M., AND RECORDED IN VOLUME ___ OF PLATS, PAGE ___; UNDER A.F. NO. ______________________, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

______________________ ______________________
AUDITOR, SNOHOMISH COUNTY DEPUTY COUNTY AUDITOR

TAX PARCEL NUMBERS: 320324-004-015-00 AND 320324-004-158-00

# TRAILSIDE

**PERMIT NO. 2019-0321**
IN THE NW 1/4 OF THE SE 1/4 OF SECTION 24, T.32N., R.3E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

JOB NO. 2017-121
DATE: 09/03/2019
DWG BY: JMB/JMS
F.B. 1712, PP. 78,79,96-101
F.B. 1711, PP. 28-29
F.B. 1710, PP. 134-135
SHEET 1 of 3

EASEMENT PROVISIONS

**UTILITY EASEMENT (UE)**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

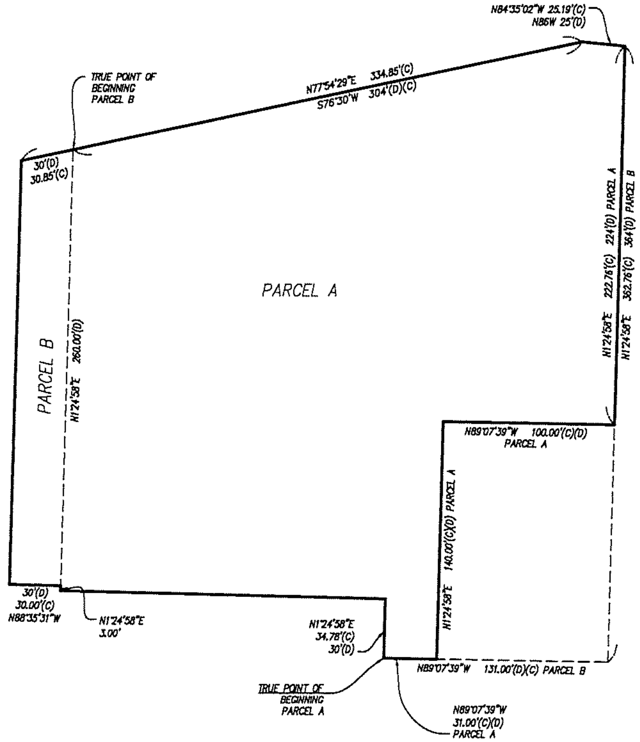
EQUIPMENT & PROCEDURES

**INSTRUMENTATION:** LEICA TCRM1205 TOTAL STATION AND LEICA APX 1200 GPS

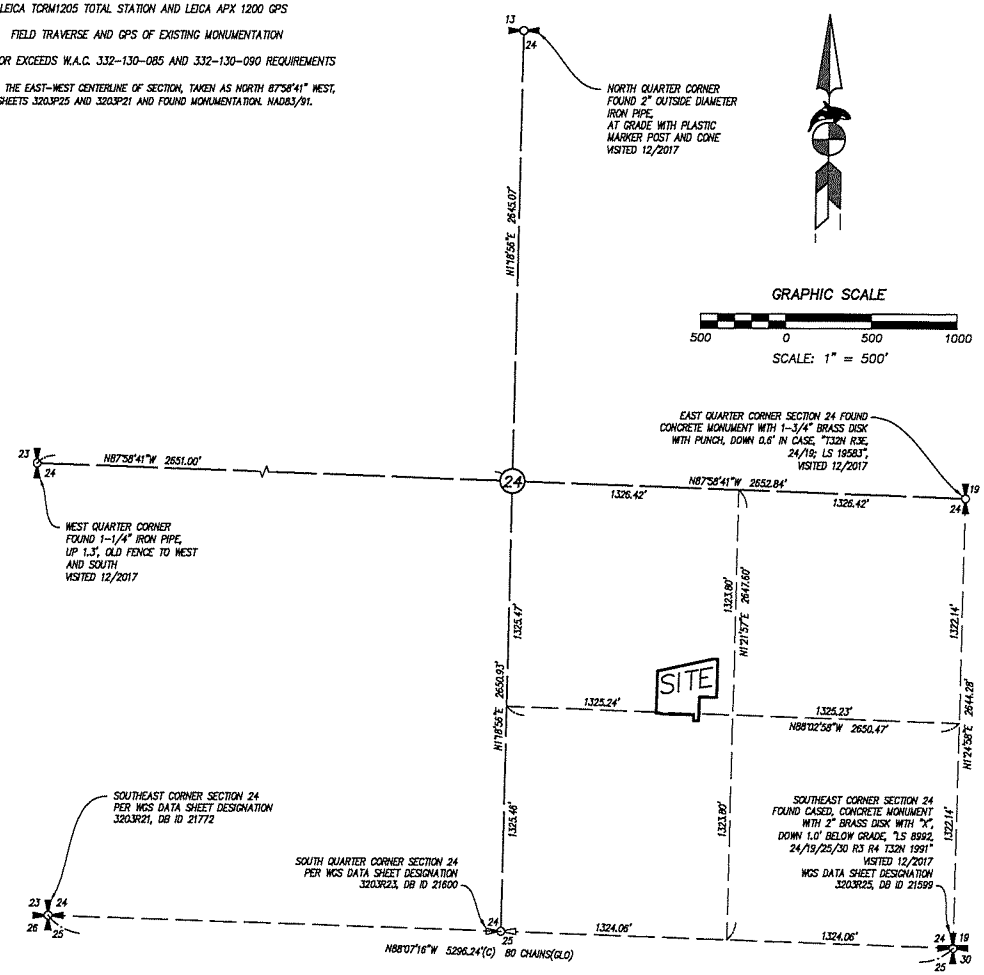
**METHOD OF SURVEY:** FIELD TRAVERSE AND GPS OF EXISTING MONUMENTATION

**PRECISION:** MEETS OR EXCEEDS W.A.C. 332-130-085 AND 332-130-090 REQUIREMENTS

**BASIS OF BEARING:** THE EAST-WEST CENTERLINE OF SECTION, TAKEN AS NORTH 87°58'41" WEST, BASED ON WGS DATA SHEETS 3203P25 AND 3203P21 AND FOUND MONUMENTATION. NAD83/91.




SITE DETAIL
SCALE 1" = 50'




LEGEND
(C) CALCULATED DIMENSION
(D) DIMENSION CITED IN DEED

SECTION BREAKDOWN BASED ON FOUND MONUMENTS
SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M.

AFN________________

JOANNE M. SWANSON, STATE OF WASHINGTON, 34671, REGISTERED PROFESSIONAL LAND SURVEYOR

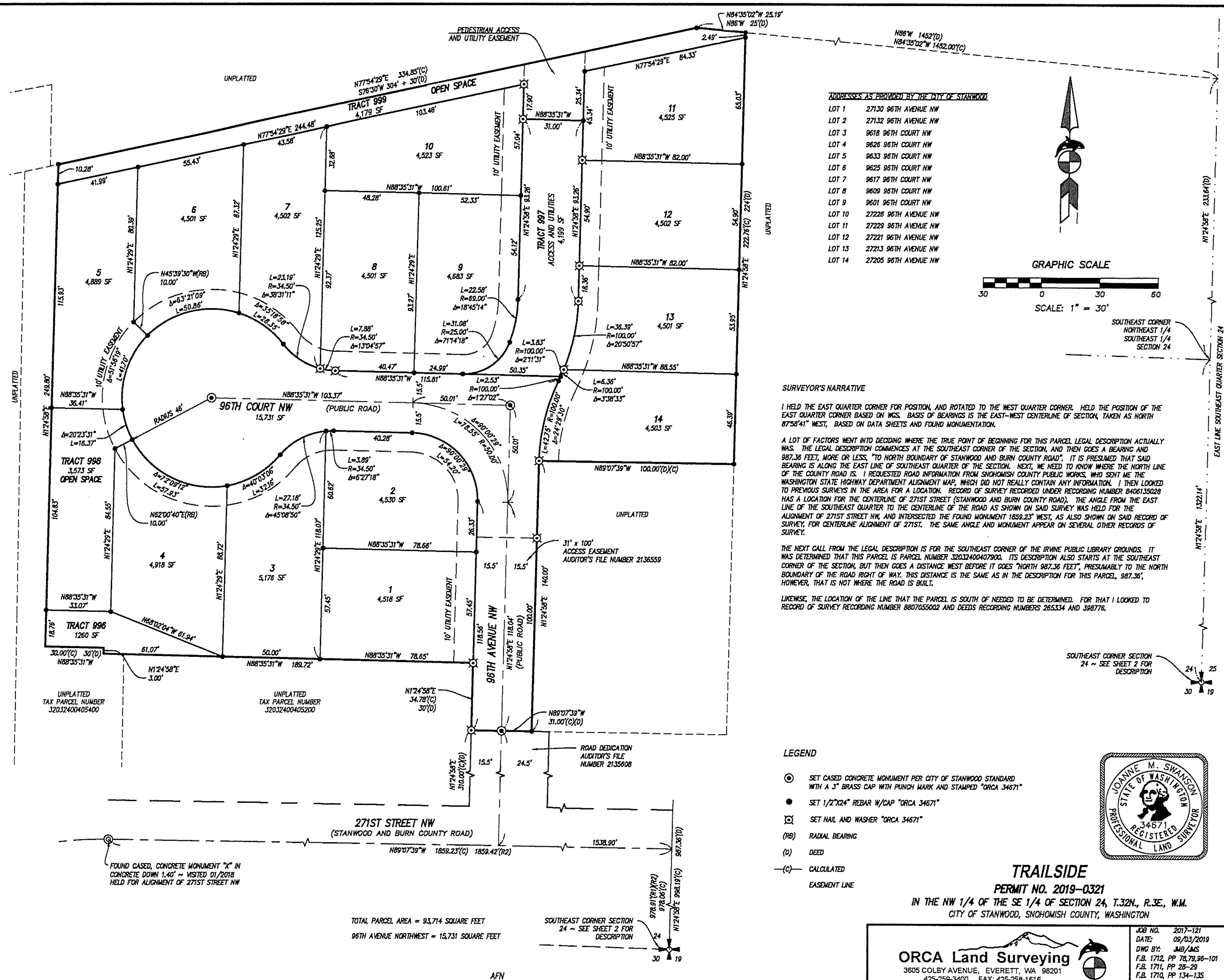
# TRAILSIDE

**PERMIT NO. 2019-0321**

IN THE NW 1/4 OF THE SE 1/4 OF SECTION 24, T.32N., R.3E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON


ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616


| | |
|---|---|
| JOB NO. | 2017-121 |
| DATE: | 09/03/2019 |
| DWG BY: | JMB/JMS |
| F.B. 1712 P. | 78,79,96-101 |
| F.B. 1711 P. | 28-29 |
| F.B. 1710 P. | 134-135 |
| SHEET | 2 of 3 |




**ADDRESSES AS PROVIDED BY THE CITY OF STANWOOD**

| | |
|---|---|
| LOT 1 | 27130 96TH AVENUE NW |
| LOT 2 | 27132 96TH AVENUE NW |
| LOT 3 | 9618 96TH COURT NW |
| LOT 4 | 9626 96TH COURT NW |
| LOT 5 | 9633 96TH COURT NW |
| LOT 6 | 9625 96TH COURT NW |
| LOT 7 | 9617 96TH COURT NW |
| LOT 8 | 9609 96TH COURT NW |
| LOT 9 | 9601 96TH COURT NW |
| LOT 10 | 27226 96TH AVENUE NW |
| LOT 11 | 27229 96TH AVENUE NW |
| LOT 12 | 27221 96TH AVENUE NW |
| LOT 13 | 27213 96TH AVENUE NW |
| LOT 14 | 27205 96TH AVENUE NW |

GRAPHIC SCALE

30 0 30 60

SCALE: 1" = 30'

SURVEYOR'S NARRATIVE

I HELD THE EAST QUARTER CORNER FOR POSITION, AND ROTATED TO THE WEST QUARTER CORNER. HELD THE POSITION OF THE EAST QUARTER CORNER BASED ON WGS. BASIS OF BEARINGS IS THE EAST-WEST CENTERLINE OF SECTION, TAKEN AS NORTH 87°58'41" WEST, BASED ON DATA SHEETS AND FOUND MONUMENTATION.

A LOT OF FACTORS WENT INTO DECIDING WHERE THE TRUE POINT OF BEGINNING FOR THIS PARCEL LEGAL DESCRIPTION ACTUALLY WAS. THE LEGAL DESCRIPTION COMMENCES AT THE SOUTHEAST CORNER OF THE SECTION, AND THEN GOES A BEARING AND 987.36 FEET, MORE OR LESS, "TO NORTH BOUNDARY OF STANWOOD AND BURN COUNTY ROAD". IT IS PRESUMED THAT SAID BEARING IS ALONG THE EAST LINE OF SOUTHEAST QUARTER OF THE SECTION. NEXT, WE NEED TO KNOW WHERE THE NORTH LINE OF THE COUNTY ROAD IS. I REQUESTED ROAD INFORMATION FROM SNOHOMISH COUNTY PUBLIC WORKS, WHO SENT ME THE WASHINGTON STATE HIGHWAY DEPARTMENT ALIGNMENT MAP, WHICH DID NOT REALLY CONTAIN ANY INFORMATION. I THEN LOOKED TO PREVIOUS SURVEYS IN THE AREA FOR A LOCATION. RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 8406135028 HAS A LOCATION FOR THE CENTERLINE OF 271ST STREET (STANWOOD AND BURN COUNTY ROAD). THE ANGLE FROM THE EAST LINE OF THE SOUTHEAST QUARTER TO THE CENTERLINE OF THE ROAD AS SHOWN ON SAID SURVEY WAS HELD FOR THE ALIGNMENT OF 271ST STREET NW, AND INTERSECTED THE FOUND MONUMENT 1859.23' WEST, AS ALSO SHOWN ON SAID RECORD OF SURVEY, FOR CENTERLINE ALIGNMENT OF 271ST. THE SAME ANGLE AND MONUMENT APPEAR ON SEVERAL OTHER RECORDS OF SURVEY.

THE NEXT CALL FROM THE LEGAL DESCRIPTION IS FOR THE SOUTHEAST CORNER OF THE IRVINE PUBLIC LIBRARY GROUNDS. IT WAS DETERMINED THAT THIS PARCEL IS PARCEL NUMBER 32032400407900. ITS DESCRIPTION ALSO STARTS AT THE SOUTHEAST CORNER OF THE SECTION, BUT THEN GOES A DISTANCE WEST BEFORE IT GOES "NORTH 987.36 FEET", PRESUMABLY TO THE NORTH BOUNDARY OF THE ROAD RIGHT OF WAY. THIS DISTANCE IS THE SAME AS IN THE DESCRIPTION FOR THIS PARCEL, 987.36', HOWEVER, THAT IS NOT WHERE THE ROAD IS BUILT.

LIKEWISE, THE LOCATION OF THE LINE THAT THE PARCEL IS SOUTH OF NEEDED TO BE DETERMINED. FOR THAT I LOOKED TO RECORD OF SURVEY RECORDING NUMBER 8807055002 AND DEEDS RECORDING NUMBERS 265334 AND 398776.

LEGEND

| | |
|---|---|
| ⊙ | SET CASED CONCRETE MONUMENT PER CITY OF STANWOOD STANDARD WITH A 3" BRASS CAP WITH PUNCH MARK AND STAMPED "ORCA 34671" |
| ● | SET 1/2"X24" REBAR W/CAP "ORCA 34671" |
| ⊠ | SET NAIL AND WASHER "ORCA 34671" |
| (RB) | RADIAL BEARING |
| (D) | DEED |
| —(C)— | CALCULATED |
| | EASEMENT LINE |

JOANNE M. SWANSON
STATE OF WASHINGTON
34671
REGISTERED
PROFESSIONAL LAND SURVEYOR

# TRAILSIDE

**PERMIT NO. 2019-0321**

IN THE NW 1/4 OF THE SE 1/4 OF SECTION 24, T.32N., R.3E., W.M.

CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616

| | |
|---|---|
| JOB NO. | 2017-121 |
| DATE: | 09/03/2019 |
| DWG BY: | JMB/JMS |
| F.B. 1712, PP 78,79,96-101 | |
| F.B. 1711, PP 28-29 | |
| F.B. 1710, PP 134-135 | |
| SHEET | 3 of 3 |

# CITY OF STANWOOD
# COUNCIL AGENDA STAFF REPORT

| | |
|---|---|
| **ITEM NO:** | 8d |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | Affordable Housing Tax Credit |
| **CONTACT PERSON:** | Patricia Love, Community Development Director |
| **ATTACHMENTS:** | A - Resolution 2019-10<br>B - AWC Implementing HB 1406 Brochure |

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**ISSUE:**
The issue before the City Council is the approval of Resolution 2019-10 authorizing the use of state sales tax for affordable housing programs in the City of Stanwood.

**SUMMARY:**
During this past legislative session the state approved House Bill 1406 which provides a 20 year tax revenue sharing program to help fund affordable housing programs. This is not a new tax, but instead a reallocation of the state's existing sales tax to be used for affordable housing programs such as acquiring, rehabilitating or constructing affordable housing. For cities with populations of less than 100,000 the funds can also be used for rental assistance programs.

To participate in this program the City must approve a resolution of intent by January 31, 2020 and then follow up with an ordinance to levy the tax credit by July 27, 2020. Attached is the authorizing resolution identifying our intent to participate in the tax credit program.

**DISCUSSION:**
The State of Washington is dealing with an affordable housing crisis. Housing costs are rising at staggering rate leaving a large portion of our local population unable to afford basic housing. To help address this issue the Washington State Legislature passed House Bill 1406 which "provides a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%, so it will not increase the tax rate for consumers." (Association of Washington Cities)

The state established two tax credit levels based on retail sales tax generated in each jurisdiction:

- If a city elects to participate but does not have a "qualifying local tax", the city will receive the 0.0073% "half share" and the county will also receive a 0.0073% half share within the city boundaries.
- If a city elects to participate and imposes a "qualifying local tax" by the deadline, the city will receive the full 0.0146% share and the county will not receive any revenues within the city boundaries.

If the city chooses not to participate in this new revenue sharing program, the County may elect to receive the city's portion of the sales tax and apply those funds to their affordable housing programs.

Stanwood does not have a "qualifying local tax", so the amount the City would receive is the 0.0073%. A qualifying local tax includes one of the following:

- An affordable housing levy (RCW 84.52.105);
- A sales and use tax for affordable housing (RCW 82.14.530); or
- A levy lid lift (RCW 84.55.050) that is restricted solely to affordable housing.

For the City to receive the higher tax amount the city would be required to pass and implement one of the tax options prior to the deadline of July 27, 2020.

**<u>FISCAL IMPACT:</u>**

The Legislature passed the House Bill in an effort to help cities and counties address the need for affordable housing at the local level. Funding for this effort comes out of the state's share of existing sales tax revenue; therefore it is not a new tax nor does it affect the amount of sales tax distributed to cities / counties. The state is prioritizing the use of their portion of existing sales tax revenue to support housing affordability initiatives.

The Association of Washington Cities has been active in helping cities understand HB1406, the state sales tax credit, as well as an analysis of the funds the city would receive if action is taken. Per their estimate, Stanwood would annually receive the following amounts:

| | Sum Of Taxable | .0073% | .0146% |
|---|---|---|---|
| STANWOOD | 174,314,907 | 12,725 | 25,450 |

Since the City does not have a qualifying tax, we are expected to receive nearly $13,000 annually if we participate in the program. There are two options on how to use the funds:

1. <u>Regional Approach</u>: Pool our funds with the County to support housing affordability programs. Funds would be managed by the Alliance for Housing Affordability (AHA) of which the City is a current member.

2. Local Approach: The law allows cities with a population of less than 100,000 to use funds locally for "rental assistance" programs. The term "rental assistance" is not defined in chapter 82.14 RCW; however, both federal and state housing programs use the term "rental assistance" to mean providing rent, security deposits, or utility payment assistance to tenants.

Staff is recommending that the City participate in the revenue sharing program and that we use the funds locally to support the Community Resource Center of Stanwood Camano in the form of rental assistance and payment of utility bills; below is a copy of their Anti-Poverty Program as listed on their website.

## Community Resource Center of Stanwood Camano
## Anti-Poverty Programs

### Programs designed to relieve the effects of and address the root causes of poverty.

**Emergency Funds**

Financial help for individuals and families in need of assistance to prevent discontinuation of necessary services, eviction, and other basic needs. These funds are limited and an appointment must be scheduled with our Resource Coordinator. Some documentation will be required.

- **Housing** - Financial assistance available to alleviate and avoid homelessness in the form of hotel vouchers, state park vouchers, ***rent and/or mortgage assistance***. Limited resources are also available for move-in costs (first month & deposits).
- **Utility** - Financial ***assistance for essential utilities like water and heat***. Assistance is provided in the form of vouchers and/or cash assistance.
- **Vehicle/Fuel Assistance** - Fuel vouchers are available to help individuals get to needed appointments like medical, court and social service appointments, work and school. Limited resources are available to make necessary vehicle repairs.
- **Other Basic Needs Assistance** - Food vouchers are available for extreme circumstances when the local food banks are unavailable. Assistance can also be provided for other needs not otherwise being addressed: required supplies for school or employment, clothing, prescriptions, etc.

Under this option, the City may enter into a contract with the Resource Center as a local non-profit and establish the terms of funding distribution and reporting requirements. Staff contacted the Resource Center and they are excited about the opportunity to provide additional support to our community.

**COMMITTEE REVIEW:**

The Community Development Committee reviewed the proposal at their August 8th meeting and were supportive of both participating in the state sales tax revenue sharing program and using the funds locally to help with rental assistance.

**CITY COUNCIL OPTIONS:**

1. Authorize the Mayor to sign Resolution 2019 – 10 notifying the state of the City's intent to participate in the sales tax revenue sharing program authorized by HB 1406.

2. Do not approve Resolution 2019 -10 and allow the County to collect and manage the sales tax revenue generated within the jurisdictional limits of the City of Stanwood.

**RECOMMENDED MOTION:**

**I MOVE TO AUTHORIZE THE MAYOR TO SIGN RESOLUTION 2019 – 10 NOTIFYING THE STATE OF THE CITY'S INTENT TO PARTICIPATE IN THE SALES TAX REVENUE SHARING PROGRAM AUTHORIZED BY HB 1406 AND TO PREPARE THE IMPLEMENTING ORDINANCE TO LEVY THE TAX CREDIT.**

**CITY OF STANWOOD**
**Stanwood, Washington**

**RESOLUTION NO. 2019-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD EXPRESSING INTENT TO ADOPT LEGISLATION TO AUTHORIZE THE MAXIMUM CAPACITY OF THE TAX AUTHORIZED IN CHAPTER 82.14 RCW TO ENCOURAGE INVESTMENTS IN AFFORDABLE AND SUPPORTIVE HOUSING.**

**WHEREAS**, the Washington State Legislature passed Substitute House Bill (SHB) 1406 and the Governor signed, thus enacting into public law, Chapter 338 Laws of 2019; and

**WHEREAS**, a new Section is added to Chapter 82.14 Revised Code of Washington (RCW), local Retail Sales and Use Taxes to encourage investments in affordable and supportive housing; and

**WHEREAS**, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing; and

**WHEREAS**, the imposed sale tax is a credit against the state sales tax collected or paid to the Washington State Department of Revenue from within in the jurisdiction and will not result in higher sales and use taxes within the County and will represent an additional source of funding to address housing needs in Snohomish County; and

**WHEREAS**, the City of Stanwood recognizes the need for affordable housing; and

**WHEREAS**, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 27, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 27, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

**WHEREAS**, this resolution constitutes the resolution of intent required by SHB 1406; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Stanwood hereby declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within twelve months of the effective date of SHB 1406 or by July 27, 2020.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON AS FOLLOWS:**

The City of Stanwood City Council hereby declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within twelve months of the effective date of SHB 1406 or by July 27, 2020.

PASSED by the City Council and APPROVED by the Mayor this _____ day of September, 2019.

CITY OF STANWOOD

By ____________________________
Leonard Kelley, Mayor

ATTEST:

By ______________________________
____________, City Clerk

APPROVED AS TO FORM:

By ____________________________
Grant Weed, City Attorney

ATTACHMENT B

# Implementing HB 1406

**2019**

## Don't miss out on up to 20 years of shared revenue for affordable housing

In the 2019 legislative session, the state approved a local revenue sharing program for local governments by providing up to a 0.0146% local sales and use tax credited against the state sales tax for housing investments, available in increments of 0.0073%, depending on the imposition of other local taxes and whether your county also takes advantage. The tax credit is in place for up to 20 years and can be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and, for smaller cities, rental assistance. The funding must be spent on projects that serve persons whose income is at or below sixty percent of the area median income. Cities can also issue bonds to finance the authorized projects.

This local sales tax authority is a credit against the state sales tax, so it does not increase the sales tax for the consumer. There are tight timelines that must be met to access this funding source – the first is January 31, 2020 to pass a resolution of intent. The tax ordinance must then be adopted by July 27, 2020 to qualify for a credit.

The following information is intended to assist your city in evaluating its options and timelines. It is not intended as legal advice. Check with your city's legal counsel and/or bond counsel for specific questions on project uses and deadlines for implementation.

### Deadlines to participate:

- Resolution to levy tax credit: July 28, 2019 – January 31, 2020
- Ordinance to levy the tax credit: By July 27, 2020
- Adopt "qualifying local tax" (optional): By July 31, 2020

### Eligibility to receive shared revenues

- The state is splitting the shared resources between cities and counties. However, cities can receive both shares if they have adopted a "qualifying local tax" by July 31, 2020. Qualifying taxes are detailed below. Cities who are levying a "qualifying local tax" by July 28, 2019, the effective date of the new law, will receive both shares immediately once they impose the new sales tax credit.
- If a city does not implement a qualifying local tax by the deadline, they can still participate in the program if they meet the other deadlines but will be eligible for a lower credit rate.
- A city can adopt the sales tax credit before designating how the funds will be used once collected.

### Qualifying local taxes

The following are considered "qualifying local taxes" and, if levied, give the city access to both shares of the tax credit (i.e. 0.0146% rate instead of the single share rate of 0.0073%):

- Affordable housing levy (property tax) under RCW 84.52.105
- Sales and use tax for housing and related services under RCW 82.14.530. The city must have adopted at least half of the authorized maximum rate of 0.001%.
- Sales tax for chemical dependency and mental health (optional .1 MIDD) under RCW 82.14.460
- Levy (property tax) authorized under RCW 84.55.050, if used solely for affordable housing

Think of the "qualifying local tax" as a multiplier or "doubler." It gives the city access to double the tax credit even when the county chooses to participate in the program.

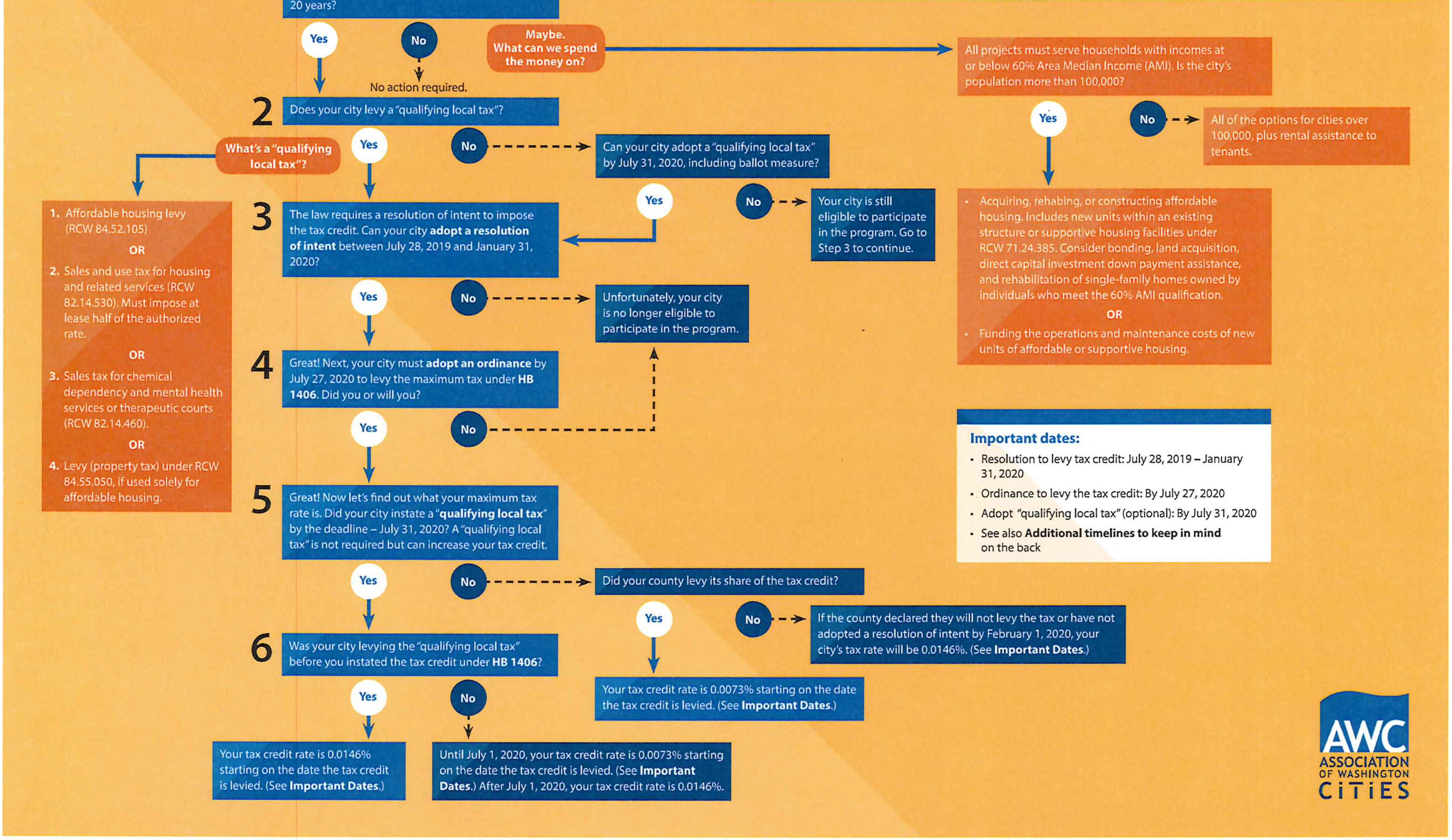
Contact:
**Carl Schroeder**
Government Relations Advocate
carls@awcnet.org

**Shannon McClelland**
Legislative & Policy Analyst
shannonm@awcnet.org



AWC ASSOCIATION OF WASHINGTON CITIES

# Six steps to affordable housing revenue



## Tax credit rate examples

| Max tax credit rate under HB 1406 | City with qualifying local tax | City without qualifying local tax | City doesn't levy a tax credit, county does participate | County doesn't participate, city participates but doesn't have a qualifying tax.* |
|---|---|---|---|---|
| City | 0.0146% | 0.0073% | 0.0% | July 2020: 0.0% |
| County | 0.0% | 0.0073% | 0.0146% | 0.0% |

**We believe that this was an error in bill drafting. Please let us know if you are in this situation. We can work to address it in future legislative sessions.*

### Eligible uses of the funds:

1. Projects must serve those at or below 60% AMI.
2. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services. In addition to investing in traditional subsidized housing projects, this authority could potentially be used to provide for land acquisition, down payment assistance, and home repair so long as recipients meet the income guidelines.
3. Funding the operations and maintenance costs of new units of affordable or supportive housing.
4. For cities with a population under 100,000, the funds can also be used for rental assistance to tenants.

### Additional timelines to keep in mind:

1. Department of Revenue (DOR) requires 30-days-notice of adoption of sales tax credits. The credit will then take effect on the first day of the month following the 30-day period.
2. If your city is adopting a "qualifying local tax", DOR requires 75-days-notice of adoption of sales tax increases. Local sales tax increases may only take effect on the first day of the first, second, or third quarter – not the fourth (April 1, July 1, or October 1).
3. If your city is adopting a "qualifying local tax" remember to factor in the ballot measure process into the timeline, as these must be approved by the voters.
4. If you are intending to bond the revenues for a project under this authority, check with your legal counsel and bond counsel about other deadlines that may apply to your city.

### Frequently asked questions:

1. **This program sounds very familiar. Didn't a local option, affordable housing sales tax law pass a few years ago?** Yes, but the new law has important differences. The Legislature passed HB 2263 in 2015 that authorized cities and towns to levy up to a 0.1% sales tax for affordable housing—but, importantly, only after voter approval. This sales tax levy is considered a "qualifying local tax" under HB 1406. Another important distinction is that the affordable housing sales tax from 2015 is an additional tax on the consumer, and not a credit on an existing state-imposed tax.
2. **Do we have to levy a "qualifying local tax" to participate?** No. Your city is still eligible to participate in the program, but your tax credit rate will depend on whether the county participates in the program. See *Tax credit rate examples* chart to the left.
3. **Do we only have access to the program if the county declines to participate?** No. A city can participate, and receive funds, even if the county participates. Unfortunately, if your city does not impose a "qualifying local tax" by the deadline and your county declines to participate, then you will not have access to funds after the first year, due to a drafting error in the bill. We don't anticipate this scenario to occur, but please let us know if you find yourself in that situation. We will work with the Legislature to address it if this proves problematic. In all cases you must meet the program deadlines to participate. See *Deadlines to participate*.
4. **Does it make a difference at all if our county participates?** Only if you have not adopted a "qualifying local tax." If you have adopted a "qualifying local tax" you can access the higher credit rate regardless of county participation. If you don't have a "qualifying local tax" then you can only access the higher rate if the county does not participate.
5. **How is "rental assistance" defined? Does that include rent vouchers?** The term "rental assistance" is not defined in the chapter 82.14 RCW; however, both federal and state housing programs use the term "rental assistance" to mean providing rent, security deposits, or utility payment assistance to tenants.
6. **Can we pool our revenue with another entity? Can we issue bonds or use the money to repay bonds?** Yes! Cities can enter into an interlocal agreement with other local governments or a public housing authority to pool tax receipts, pledge tax collections to bonds, allocating collected taxes to authorized affordable housing expenditures, or other agreements authorized under chapter 39.34 RCW. Cities may also use the tax credit revenue to issue or repay bonds in order to carry out the projects authorized under the new law.
7. **Is the amount of tax credit we receive limited only by the amount of sales tax collected per year?** No. The maximum amount will be based on state fiscal year 2019 sales.
8. **Does the tax credit program expire?** Yes, the tax expires 20 years after the date on which the tax is first levied.

Contact:

**Carl Schroeder**
Government Relations Advocate
carls@awcnet.org

**Shannon McClelland**
Legislative & Policy Analyst
shannonm@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org



AWC ASSOCIATION OF WASHINGTON CITIES

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

| | |
|---|---|
| **ITEM NUMBER:** | 8e |
| **DATE:** | September 12, 2019 |
| **SUBJECT:** | Authorize the Mayor to sign on-call contracts with Bonner Electrical Contracting, LLC and Dahl Electric, Inc. |
| **CONTACT PERSON:** | Kevin Hushagen, Public Works Director |
| **ATTACHMENTS:** | A) Bid Tab<br>B) Sample Contract |

## ISSUE

The issue in front of the Council is to authorize the Mayor to enter into on-call contracts with Bonner Electrical Contracting, LLC and Dahl Electric, Inc.

## SUMMARY STATEMENT

On July 27, 2019 City staff posted a request for proposal to all electrical firms on the MRSC small works roster. The request was for proposals from qualified, licensed, full-time electricians to provide on-call services for all City owned buildings, facilities, and sites. The Contractor would provide electrical repairs, upgrades, installations, and replacements for components of City facilities and infrastructure on an as-needed basis during the contract period; one year of award date of contract.

The purpose of the Request for Proposal (RFP) was to provide interested contractors the necessary information for preparing quotes for Electrical Services that will meet the City's specific needs. The purpose of the RFP was to award a contract that guarantees response time and rates for the City of Stanwood. The total authorized expenditure limitation under this Contract shall not exceed fifty thousand dollars and no/cents ($50,000.00). Contractor is not authorized to exceed $5,000 per individual job without an authorized written task approval order form.

## DISCUSSION

From time to time the City has a need to complete work using a licensed electrician. Without one on staff the need to hire an outside person or firm becomes necessary. With a lot of the needs for electrical work time is of the essence due to a component or components of a system not working. Having an electrician on call gives staff the flexibility to get a person(s) to remedy a problem quickly.

## FINANCIAL IMPACT

The contract will not guarantee a certain amount of hours or annual sum paid.
No single job shall exceed $5,000.00 without written authorization by the public works director. It is up to the expertise of the contactor to estimate the initial cost of each individual job or project and provide an estimate to the City representative. The City shall pay the contractor for satisfactory completion of the project. The total contract sum is not to exceed fifty thousand dollars ($50,000) in accordance with the proposed price in the proposal and including all applicable Washington State Sales Tax and the Task Approval Order. The total contract sum includes all expenses and costs incurred in planning, designing and constructing the task/project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the project.

Project cost will come from the appropriate funding source for the work being done (i.e. water project from water fund, wastewater from wastewater etc.).

## COMMITTEE RECOMMENDATIONS

This has not been through the Public Works Committee.

## CITY COUNCIL OPTIONS

1) Authorize the Mayor to enter into contract agreements with the Bonner Electrical Contracting, LLC and Dahl Electric, Inc. to provide on-call electrical work.
2) Reject all bids and repost for pricing.
3) Reject all bids do not have an on-call electrician.
4) Send to the Public Works Committee for further discussion.

## RECOMMENDED MOTION

**I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO CONTRACT AGREEMENTS WITH BONNER ELECTRICAL CONTRACTING, LLC AND DAHL ELECTRIC, INC. FOR ON CALL ELECTRICAL WORK**

**ATTACHMENT - A**

**On-Call Electrical Services**
**Bid Opening: Tuesday, August 6, 2019, 2:00pm**

| | | Bonner Electrical Contracting, LLC | Dahl Electric | Steele Electric, Inc. | Wirenuts Electric, LLC | VECA Electric Service Dept. | Seahurst Electric | VP Electrical Services |
|---|---|---|---|---|---|---|---|---|
| | | Brad Ellis, Owner | Chris Dahl, VP | Travis Steele, President | Eric Borgman | Ariana Corpuz | Trevor Whetzel | Janzen Van Dyke |
| | | 1419 Dike Rd | 521 E. Victoria Ave | 4722 Bayview Lane | 16810 Freestad Rd | 5614 7th Ave S. | 2915 Chestnut Street | 2301 Market St. #135 |
| | | Mount Vernon, WA 98273 | Burlington, WA 98233 | Everett, WA 98203 | Arlington, WA 98223 | Seattle, WA 98108 | Everett, WA 98201 | Mount Vernon, WA 98273 |
| | | 360-421-9094 | 360-661-0227 | 425-876-7488 | 425-210-7808 | 206-696-7440 | 245-754-3456 | 360-630-7075 |
| | | bradgbonnerec.com | chris@dahlelectric.com | travis@steeleec.com | wirenuts.wa@gmailcom | Ariana.Corpuz@veca.com | twhetzel@seahurst.com | janzen@vppoweron.com |
| **Item** | **RATES** | | | | | | | **Non-Responsive: emailed bid** |
| 1 | Regular Hourly Rates, Mon-Fri, 8am-5pm | $84.00 | $97.00 | $105.00 | $135.00 | $135.00 | $135.00 | $100.63 |
| 2 | After Hours Rates, Mon-Fri | $113.00 | $134.00 | $140.00 | $205.00 | $195.00 | $175.00 | $135.95 (incl. Saturdays) |
| 3 | Weekend Rates | $113.00 | $168.00 | $140.00 | $205.00 | $215.00 | $245.00 | $170.63 (Sundays) |
| 4 | Holiday Rates | $113.00 | $134.00 | $175.00 | $205.00 | $215.00 | $245.00 | $170.63 |
| 5 | Other fees or charges | N/A | $40.00 | N/A | N/A | $15/hr for vehicle; cost plus $15% tool fee | $75/hr for administration | N/A |
| | **RESPONSE TIME** | | | | | | | |
| 6 | Regular Hours Mon-Fri | 24 minutes | 1 hour | 4 hours | -- | 2 hours | 2 hours | 20 minutes |
| 7 | Urgent (risk of property damage or long term health risk) | 24 minutes | 30 minutes | 2 hours | 1 hours | 2 hours | 2 hours | 15 minutes |
| 8 | Emergency (high risk or danger of injury or loss of life) | 24 minutes | 30 minutes | 1 hour | 30 minutes | 2 hours | 2 hours | 15 minutes |
| 9 | Number of employees available for emergency calls | 2 | 9 | 10 | 4 | 15 | 1 always on call<br>15 if needed | 3 |
| | **TYPES OF WORK LICENSED TO PROVIDE** | | | | | | | |
| 10 | Low Voltage Installations | Licensed | Licensed | -- | All Low Voltage | Licensed | Licensed | Licensed |
| 11 | Fiber Optic/Voice Data | Licensed | Licensed | -- | Some Interior Fiber/All Voice/Data | Licensed | Yes<br>through a subcontractor | Licensed-Data, No-Fiber |
| 12 | CCTV | Licensed | Licensed | -- | | Licensed | Yes<br>through a subcontractor | Yes-Devices to be spec'd out |
| 13 | Security Maintenance | Licensed | Licensed | -- | | Licensed | No | No |
| 14 | Other | Electrical High Volt | Motor Control, VFD, Soft Starts, Lighting, Trouble Shooting, Sewer/Septic | Electrical<br>EL 01/02 | | All types of electrical<br>All types of Telecom work | Lighting, Street Lighting, Industrial systems, Sewer and Fresh water Systems, Commercial Industrial Design Build | HVAC Controls, Fire Alarm, Data, Panel Building Prefab, Lighting, Security with devices to be spec'd out |
| | **Materials not provided** | **% MARK UP** | | **% MARK UP** | **% MARK UP** | **% MARK UP** | **% MARK UP** | **% MARK UP** |
| 15 | Markup of materials above vendor cost | 15% | 19% | 15% | 10% | 20% | 15% | 10% |

# CITY OF STANWOOD
# COUNCIL AGENDA STAFF REPORT

**ITEM NUMBER:** 8f

**DATE:** September 12, 2019

**SUBJECT:** Authorize Mayor to sign Snohomish County Public Works Assistance Fund Loan Agreement

**CONTACT PERSON:** Kevin Hushagen, Public Works Director

**ATTACHMENTS:** A) Loan agreement

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## ISSUE
The issue in front of the Council is to authorize the Mayor to sign a Public Works Assistance Fund (PWAF) loan agreement with Snohomish County.

## RECOMMENDATION
Staff recommends approval of the PWAF loan.

## SUMMARY STATEMENT
The City has designed and permitted the SR532 berm and have a shovel ready project. The project has been identified as being needed to further protect downtown from flooding on the Stillaguamish River. The City has been working with Snohomish County to secure a low interest (1.5%) loan through the County's Public Works Assistance Fund program for use of the construction of the SR532 berm.

## DISCUSSION
Snohomish County is offering a 20 year low interest loan to agencies that qualify and have an allowable project. The City met the criteria with our SR532 berm project and are now seeking Council approval to allow for the Mayor to sign an agreement to secure the loan.

## COMMITTEE RECOMMENDATION
The public works committee has not discussed this agreement.

## FINANCIAL IMPACT
In working with Snohomish County the funding will be available after the first of the year so staff will advertise the project in November to start construction in spring of 2020.The project was included in the rate study conducted by the FCS group. There is $130,000 in the 2020 budget for a principal and interest payment, however in the first year an interest only payment will be made.

**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 SIGN A PUBLIC WORKS ASSISTANCE FUND LOAN AGREEMENT WITH SNOHOMISH COUNTY FOR $973,920.**

# SNOHOMISH COUNTY PUBLIC WORKS ASSISTANCE FUND

# LOAN AGREEMENT

## LOAN NUMBER 04-2019

This loan agreement ("AGREEMENT") is made and entered into by and between Snohomish County, a political subdivision of the State of Washington, ("COUNTY") and, the City of Stanwood, a Washington municipal corporation ("BORROWER").

## I. PURPOSE

Pursuant to chapter 36.135 RCW, and chapter 4.117 SCC, the COUNTY has awarded the BORROWER a Public Works Assistance Fund loan. The COUNTY and the BORROWER enter into this AGREEMENT to memorialize the terms by which the COUNTY will make the loan to the BORROWER for the purpose of undertaking a public works project that furthers the goals and objectives of the Snohomish County Public Works Assistance Fund Program.

## II. LOAN

2.1 Amount, Interest Rate, and Term of Loan.

2.1.1 The COUNTY promises to loan the BORROWER Nine hundred seventy-three thousand, nine hundred twenty dollars and no cents ($973,920.00) and the BORROWER promises to repay this principal amount to the COUNTY, with interest payable on the unpaid principal at the rate of 1.5% per annum.

2.1.2 The BORROWER will repay the loaned amount over twenty years in annual installments as required by Section 2.3.

2.2 Disbursement of Loan Proceeds.

Funds will be disbursed to BORROWER as follows:

a. Twenty-five Percent (25%) upon formal execution of this AGREEMENT.

b. Fifty Percent (50%) after the BORROWER has awarded the construction contract and provided its contractor with a Notice to Proceed.

c. The final Public Works Assistance Fund loan disbursement shall be the lesser of the balance of the loan proceeds or an amount as determined after the BORROWER submits to the COUNTY a certification certifying the total actual costs to complete the Scope of Work. In the event the certification of total actual costs is less than the total amount of the loan stated above, the parties will amend the AGREEMENT to reflect the actual total costs, which will not exceed the amount listed above.

2.3 Repayment of Loan.

Loan repayment installments are due on or before July 1st of each year during the term of the loan. The first loan repayment is due on or before July 1, 2020, and will be for interest only. All subsequent payments shall consist of principal and accrued interest due on or before July 1st of each year during the remaining term of the loan.

Repayment of the loan under this AGREEMENT shall include an interest rate of 1.5% per annum based on a 360 day year of twelve 30 day months. Interest will begin to accrue from the date each warrant is issued to the BORROWER. The final payment shall be due on or before July 1, 2039, in an amount sufficient to bring the loan balance to zero.

The BORROWER has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The BORROWER will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to Snohomish County, or its successor.

2.4 Loan Interest Earned.

All interest earned on Public Works Assistance Fund Monies held by the BORROWER shall accrue to the benefit of the BORROWER and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

a. Reduce the amount of the Public Works Assistance Fund loan, or
b. Pay any part of eligible project costs in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The BORROWER shall establish procedures to ensure that all monies received from the Public Works Assistance Fund loan can be readily identified and accounted for at any time during the life of this AGREEMENT. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles. In event of termination, all principal, interest earned on invested loan principal, and accrued interest payable shall be repaid in full within 30 days by the BORROWER.

2.5 Delinquent Payment

A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum.

2.6 Default

If the BORROWER defaults in the performance of any obligation under this Agreement, the COUNTY may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

## III. SCOPE OF WORK, TIME OF PERFORMANCE, and COMPLETION

3.1 Scope of Work and Time of Performance

In consideration of the loan, the BORROWER promises to use the borrowed funds solely for costs related to those activities identified in Attachment I, Scope of Work. The BORROWER shall begin the activities identified within Attachment I, Scope of Work, no later than three (3) months after mutual execution of this Agreement. The BORROWER must award a construction contract and issue a Notice to Proceed to the contractor performing the Scope of Work no later than twenty-four (24) months after mutual execution of this Agreement. The BORROWER must complete the Scope of Work no later than forty-eight (48) months after mutual execution of this Agreement.

3.2 Completion and Certification of Total Actual Costs

The BORROWER shall submit a certification of the total actual costs when the Scope of Work is complete.

At completion of the Scope of Work, BORROWER shall provide the following information to the COUNTY in the certification of total actual costs:

a. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the Scope of Work as described.

b. A certified statement that the Scope of Work is complete and has been designed/constructed to required standards.

c. Certification that all costs associated with the Scope of Work have been incurred; Costs are incurred when goods and services are received and/or contract work is performed.

d. Provide status of performance measures identified in the Scope of Work as applicable.

e. In accordance with Section 2.2 of this AGREEMENT, the BORROWER will submit, together with the certification of total actual costs, either (a) a request for a sum not to exceed the loan amount, or (b) a refund of any excess loan funds. Any final disbursement shall not occur prior to the completion of the Scope of Work.

f. Repayment of excess loan funds disbursed to the BORROWER must be made within (30) days of completion of the Certified Closeout Amendment.

3.3 Contractor Compliance with Laws

BORROWER shall be responsible to ensure that all work its contractor(s) perform under this Agreement is performed in compliance with all applicable federal, state, and local laws.

3.4 Project Signs

If the BORROWER displays, during the period covered by this Agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Snohomish County Public Works Assistance Fund as a participant in the project.

## IV. INDEMNIFICATION & INSURANCE

BORROWER will defend, protect, indemnify, save, and hold harmless the COUNTY, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or property damage, arising from the acts or omissions of the BORROWER or any of its contractors or subcontractors, or any employees or agents in the performance of this AGREEMENT, however caused. In the case of concurrent negligence of both the COUNTY and the BORROWER, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

BORROWER will maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this AGREEMENT as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). The BORROWER shall provide the COUNTY with a certificate of insurance or letter of self-insurance annually as the case may be. Further, the BORROWER shall assure that the contractor(s) associated with this AGREEMENT maintain its own insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities and adds the BORROWER as an additional insured on said insurance.

## V. SPECIAL CONDITIONS

There are no special conditions.

## VI. SPECIAL ASSURANCES

BORROWER shall comply with all applicable federal, state and local laws, requirements, and ordinances as they pertain to public works projects.

## VII. TERMIINATION

### 7.1 Termination for Cause

If the BORROWER fails to comply with the terms of this Agreement, the COUNTY may declare the BORROWER in default and terminate the Agreement in whole or in part.

The COUNTY shall notify the BORROWER in writing of any default. The BORROWER shall have five (5) days to remedy said default. In the event the BORROWER fails to remedy the default within five (5) days of written notice, the COUNTY shall issue the BORROWER written notice of termination of this Agreement and declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

Nothing in this section shall affect the BORROWER's obligation to repay the unpaid balance of the loan. The BORROWER's obligations to repay the unpaid balance of the loan including any accrued interest shall survive early termination of this Agreement.

7.2 Termination for Convenience

The COUNTY may terminate this AGREEMENT in the event that COUNTY funds are no longer available to the COUNTY or are not appropriated for the purpose of meeting the COUNTY'S obligations under this Agreement. Termination will be effective when the COUNTY sends written notice of termination to the BORROWER.

Nothing in this section shall affect BORROWER's obligations to repay the unpaid balance of the loan. The BORROWER's obligations to repay the unpaid balance of the loan including any accrued interest shall survive early termination of this Agreement.

## VIII. OTHER TERMS AND CONDITIONS

8.1 Recordkeeping and Access to Records

The COUNTY shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the BORROWER and of persons, firms, or organizations with which the BORROWER may contract, involving transactions related to this Agreement.

The BORROWER agrees to retain all records pertaining to this project and this AGREEMENT for a period of six years from the date of project closeout or early termination of this Agreement. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

8.2 Reports

The BORROWER shall furnish the COUNTY with quarterly progress reports, a Certified Closeout Amendment and other periodic reports at such times and on such forms as the COUNTY may require, pertaining to the activities undertaken pursuant to this Agreement.

8.3 Amendments, Modifications, Assignments, and Waivers

BORROWER may request an amendment to this AGREEMENT, which does not increase the amount of the loan, for the purpose of modifying the Scope of Work or for extending the time of performance as provided for in Section III. Neither this AGREEMENT nor any claims arising under this AGREEMENT may be transferred or assigned by the BORROWER without prior written consent of the COUNTY. No conditions or provisions of this AGREEMENT may be waived unless approved by the COUNTY in writing. No amendment or modification shall take effect until approved in writing by both the COUNTY and the BORROWER and attached hereto.

8.4 Governing Law and Venue

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Snohomish County, Washington.

8.5 Severability

If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the AGREEMENT which can be given effect without the invalid provision.

## VIII. EXECUTION IN COUNTERPARTS

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

| | |
|---|---|
| **"COUNTY"** | **"BORROWER"** |
| **SNOHOMISH COUNTY** | **CITY OF STANWOOD** |
| ______________________ Signature | ______________________ Signature |
| ______________________ Print Name | ______________________ Print Name |
| ______________________ Title | ______________________ Title |
| ______________________ Date | ______________________ Date |
| | ______________________ Federal Taxpayer Identification Number |
| **Approved as to Form:** | **Approved as to Form:** |
| 8/16/19 Deputy Prosecuting Attorney | ______________________ BORROWER Attorney |

ATTACHMENT I

SNOHOMISH COUNTY PUBLIC WORKS ASSISTANCE FUND
LOAN AGREEMENT

LOAN NUMBER 04-2019

SCOPE OF WORK AND PROJECT APPLICATION

**Project Title:** SR 532 Flood Berm

The proposed project will build a permanent flood berm with multimodal trail along a portion of SR 532, where flood waters have overtopped the highway multiple times. The berm will be between 88$^{th}$ Avenue and 92$^{nd}$ Avenue. The multimodal trail that will connect the Community Transit park and ride with the future trail around the Stanwood Waste Water Treatment Plant. The project will include drainage for the highway. This project is 100% designed and permitted, and has a trail lease from WSDOT.