

1. Agenda

Documents:

[01-09-2020 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[6A 11-15-19 EDB MEETING MINUTES.PDF](#)

[7A VOUCHERS.PDF](#)

[7B 12-19-19 REGULAR CC MEETING.PDF](#)

[7C GLEADLE.PDF](#)

[7D COMMUNITY TRANSIT.PDF](#)

[8A ELECT MAYOR PRO TEM.PDF](#)

[8B SET COUNCIL CALENDAR 2020.PDF](#)

[8C CIVIC CAMPUS CONCEPT PLAN SELECTION.PDF](#)



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, January 09, 2020 – 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. PRESENTATION**
 - a. Oath of Office
 - Position 3. Elizabeth Callaghan
 - Position 4. Timothy Pearce
 - Position 5. Steve Shepro
 - Position 6. Sid Roberts
- 5. CITIZEN COMMENTS**
- 6. STAFF REPORTS**
 - a. Economic Development Board
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve December 19, 2019 Regular Meeting Minutes
 - c. Authorize the Mayor to Sign a Contract with Ian Gleadle Photography
 - d. Approve the Mayor Kelley's Appointment to Community Transit Selection Board 2020-2021
- 8. NEW BUSINESS**
 - a. Elect Mayor Pro Tempore
 - b. Set 2020 Council Calendar
 - c. Approval of the Civic Campus Project Concept Plan
- 9. CITIZEN CLOSING COMMENTS**
- 10. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 11. ADJOURN**

Upcoming Meetings:

January 23, 2020 Regular Meeting
February 13, 2020 Special Meeting (upon approval)
February 13, 2020 Regular Meeting
February 27, 2020 Regular Meeting



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: January 9, 2019

SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – November 15, 2019 Meeting Minutes

SUMMARY STATEMENT

Minutes from the November 15, 2019 Economic Development Board meeting are attached to this staff report for approval as presented.



ECONOMIC DEVELOPMENT BOARD

Friday, November 15, 2019 – 7:30AM

City Hall, 10220 270th St NW, Stanwood WA

Conference Room

Minutes

Attendance:

Board Members	Staff
Les Anderson Randy Heagle John Russell John Hanstad David Pelletier Chantel Keller <u>Excused</u> Ken Kettler	Jennifer Ferguson, City Administrator Patricia Love, Community Development Director Krista Hintz, Administrative Assistant

Welcome new board member Chantel Keller.

1. Review Minutes from September 27, 2019 Meeting

The minutes of the September 27, 2019 meeting were presented. Motion to accept made by Randy Heagle, second by Les Anderson. Minutes were approved unanimously.

2. The Stanwood Tourism Grant Fall offering brought in five grant requests.

- a) Art by the Bay, \$1,000
- b) Snow Goose and Birding Festival, \$1,000
- c) Sound Water Stewards -Getting to the Water's Edge, \$1,000
- d) Camano Arts Association, \$1,000
- e) The Great Northwest Glass Quest, \$2,250

Previously, the GNWQG fell under a different grant program, this will be the first year under our Tourism Grant program which qualifies them for the first year entry total of \$2,250.

John Russel made the motion to move forward with the recommendation to the Mayor. Randy Heagle seconded. The motion passed unanimously.

3. City Beautification Update and Eastside Town Center Concept Discussion- Patricia Love

For about a year, there has been a project unfolding that encompasses a gateway and city beautification.

- 532 – Traffic has been an issue, looking at round-a-bouts and overall function.
- The city is looking at potential Gateway locations for an arch.
 - The City is also eliminating the 88th Ave NW banner location and building multiple banner locations around the city that will tie into the Gateway Program.
- We have hired Scott L. at Designs Northwest to create a design to improve visual appearance of Stanwood. He will create a conceptual design of a Town Center on 271st St NW between 88th and 84th, and also a concept of continuing the beautification to the block to the west on 271st St NW.
- 271st St- Eastside Business District would like to permanently close the street between 88th and 84th. Options—1) Permanently close the road
2) Create a one way road by narrowing the drive lanes and allowing outside space to the businesses
 - Work with what we have, raise, not replace the current street
 - Public Restrooms would be part of the plan
 - The Farmers Market could be supported in the Town Center

We have started the process for a formal Strategic Plan and will be amping up business recruitment efforts.

John Russell suggested a drone flyover to help identify marketable views if the City were to raise the height restrictions on development.

Jennifer stated this is part of the marketing brochure

Next meeting -December 20th

Agenda topics to consider—

- Tiny House Hotel
- Defunct signage
- Planning Café with the EDB-look at ways to increase density in the floodplain

Adjourn 8:47am



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: January 9, 2020

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 32003 through 32069 and Washington Federal electronic voucher funds transfers in the amount of \$674,407.06. Approve issuance of Washington Federal Bank electronic payroll funds transfers in the amount of \$32,700.00.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 32003 THROUGH 32069 AND WASHINGTON FEDERAL ELECTRONIC VOUCHER FUNDS TRANSFERS IN THE AMOUNT OF \$674,407.06. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$32,700.00.

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

MCAG #: 0695

12/12/2019 To: 12/30/2019

Time: 10:11:59 Date: 12/30/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7382	12/17/2019	Claims	3	EFT	US Bank	4,641.67	4485 5945 5564 1495
7383	12/17/2019	Claims	3	EFT	WA St Dept of Revenue **	14,568.49	B&O Excise Tax - November 2019
7384	12/17/2019	Claims	3	32003	APP- Associated Petroleum Products	1,933.85	04-0100494
7385	12/17/2019	Claims	3	32004	Bias Software	900.00	City Of Stanwood
7386	12/17/2019	Claims	3	32005	Cascade Natural Gas Corp	263.55	608 440 0000 4
7387	12/17/2019	Claims	3	32006	Cascade Septic, LLC	110.00	City Of Stanwood
7388	12/17/2019	Claims	3	32007	Cues	2,811.00	City Of Stanwood
7389	12/17/2019	Claims	3	32008	Edge Analytical Inc	399.00	STA01; STA01; STA01; STA01
7390	12/17/2019	Claims	3	32009	Forest Land Services Inc	984.77	City Of Stanwood
7391	12/17/2019	Claims	3	32010	Frontier *	1,384.67	360-629-4907-072497-5; 206-188-0411-053105-5
7392	12/17/2019	Claims	3	32011	HB Jaeger	2,122.91	CITSTA
7393	12/17/2019	Claims	3	32012	David Hammond		this was credit card charge not employee reimbursement
7394	12/17/2019	Claims	3	32013	Harmsen LLC	2,660.00	City Of Stanwood; City Of Stanwood
7395	12/17/2019	Claims	3	32014	Herc Equipment Rental Corp.	932.02	1024925
7396	12/17/2019	Claims	3	32015	J.A. Brennan Associates, PLLC	30,564.37	City Of Stanwood
7397	12/17/2019	Claims	3	32016	Jiffy Lube 2583	432.85	05; 05; 05; 05; 05
7398	12/17/2019	Claims	3	32017	Lankford Associates	360.00	City Of Stanwood
7399	12/17/2019	Claims	3	32018	Maul Foster Alongi, Inc.	18,375.00	City Of Stanwood
7400	12/17/2019	Claims	3	32019	Municode	200.00	70-79
7401	12/17/2019	Claims	3	32020	Office Depot	511.47	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
7402	12/17/2019	Claims	3	32021	PNWS-AWWA	250.00	City Of Stanwood
7403	12/17/2019	Claims	3	32022	PUD Of Snohomish County *	5,538.25	200367373; 202882056; 200738672; 221041510; 200142180; 202727285; 202694204; 202579512; 202670675
7404	12/17/2019	Claims	3	32023	Pace Engineers, Inc	20,143.05	City Of Stanwood
7405	12/17/2019	Claims	3	32024	Pitney Bowes Inc- Purchase Power *	1,005.00	8000-9090-0519-5677
7406	12/17/2019	Claims	3	32025	Pratt Pest Management NW Inc	185.64	683591
7407	12/17/2019	Claims	3	32026	Puget Tech LLC	500.00	City Of Stanwood
7408	12/17/2019	Claims	3	32027	RH2 Engineering Inc	42,529.79	City Of Stanwood; City Of Stanwood; City Of Stanwood
7409	12/17/2019	Claims	3	32028	Refund - DR Horton	112,748.48	City Of Stanwood
7410	12/17/2019	Claims	3	32029	Skagit Farmers Supply	322.89	135052; 135052
7411	12/17/2019	Claims	3	32030	Sno Co Sheriff's Office - CB	2,946.61	City Of Stanwood
7412	12/17/2019	Claims	3	32031	Sno Co Sheriffs Office *	147,654.58	SSH00001
7413	12/17/2019	Claims	3	32032	Snohomish County 911	6,899.07	City Of Stanwood
7414	12/17/2019	Claims	3	32033	Snohomish County Public Def Association	1,983.93	City Of Stanwood
7415	12/17/2019	Claims	3	32034	Stanwood Auto Parts	1,309.59	56100; 56100; 56100
7416	12/17/2019	Claims	3	32035	Stanwood Camano News	373.68	261981; 261981; 261981; 261981; 261981
7417	12/17/2019	Claims	3	32036	Stanwood City Utility	3,300.77	2732; 1075; 2688; 2741; 2749; 2886; 2964; 2965; 3184; 3439;
7418	12/17/2019	Claims	3	32037	Stilly Auto Parts Napa	262.80	27197
7419	12/17/2019	Claims	3	32038	US Postal Service-Stanwood *	204.00	City Of Stanwood - Police Dept.
7420	12/17/2019	Claims	3	32039	USA Bluebook	842.52	478228
7421	12/17/2019	Claims	3	32040	Utilities Underground Loc	78.69	134200
7422	12/17/2019	Claims	3	32041	Verizon Wireless	1,071.16	372541731-00001
7423	12/17/2019	Claims	3	32042	WA St Dept of Ecology *	967.62	City Of Stanwood

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

12/12/2019 To: 12/30/2019

Time: 10:11:59 Date: 12/30/2019

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7424	12/17/2019	Claims	3	32043	WSDOT- Cashier's Office	144.64	SW00152380 2
7425	12/17/2019	Claims	3	32044	Washington State Patrol *	106.00	STA301
7426	12/17/2019	Claims	3	32045	Washington Tractor Inc.	143.36	111096
7427	12/17/2019	Claims	3	32046	Wave Broadband	122.25	3201-0316547-01
7428	12/17/2019	Claims	3	32047	Weed, Graafstra & Associates, Inc., P.S	9,491.50	3868-000M
7590	12/30/2019	Claims	3	32048	Aramark Uniform Services Inc	495.88	937963000
7591	12/30/2019	Claims	3	32049	Builders Exchange of Washington Inc	45.00	City Of Stanwood
7592	12/30/2019	Claims	3	32050	CivicPlus, LLC	7,385.36	City Of Stanwood
7593	12/30/2019	Claims	3	32051	Databar Inc.	1,122.82	8952; 8952
7594	12/30/2019	Claims	3	32052	Edge Analytical Inc	1,738.00	STA01
7595	12/30/2019	Claims	3	32053	FCS Group- Solutions- Oriented Consult.	4,671.25	City Of Stanwood
7596	12/30/2019	Claims	3	32054	Mackenzie	17,820.49	City Of Stanwood; City Of Stanwood
7597	12/30/2019	Claims	3	32055	Office Depot	109.35	36274097; 36274097; 36274097
7598	12/30/2019	Claims	3	32056	PUD Of Snohomish County *	445.89	201942398; 200103539
7599	12/30/2019	Claims	3	32057	Perteet Inc.	1,803.54	City Of Stanwood
7600	12/30/2019	Claims	3	32058	Philips Publishing Group	650.00	City Of Stanwood
7601	12/30/2019	Claims	3	32059	Stanwood Auto Parts	180.62	56100; 56100
7602	12/30/2019	Claims	3	32060	Stanwood Chamber Of Commerce	2,900.00	City Of Stanwood
7603	12/30/2019	Claims	3	32061	Stanwood Hardware	127.58	1414; 1414; 1414
7604	12/30/2019	Claims	3	32062	T-Bailey, Inc	170,236.75	City Of Stanwood
7605	12/30/2019	Claims	3	32063	TMG Services Inc	1,720.62	1920010; 1920010; 1920010
7606	12/30/2019	Claims	3	32064	Transpogroup Inc	4,415.00	City Of Stanwood
7607	12/30/2019	Claims	3	32065	US Bank Na Custody/ Treas Div- Money Ctr	176.00	777221717
7608	12/30/2019	Claims	3	32066	WA St Auditor's Office	858.09	City Of Stanwood
7609	12/30/2019	Claims	3	32067	WAPRO	25.00	City Of Stanwood
7610	12/30/2019	Claims	3	32068	Wave Broadband	142.65	3201-0316545-01
7611	12/30/2019	Claims	3	32069	Whitney Equipment Co Inc	12,055.68	STANWOO

001 General Fund	196,651.91
101 Street Fund	6,266.10
102 Street Impact Fee Fund	112,748.48
103 Street Construction Fund	2,995.68
104 Park And Trail Improvement Fund	49,026.62
110 Building Improvement Fund	17,820.49
401 Sewer Fund	18,382.95
403 Sewer Construction Fund	28,781.64
410 Drainage Fund	3,505.73
411 Drainage Construction Fund	23,755.48
421 Water Fund	19,079.87
422 Water Construction Fund	192,570.45
630 Agency Fund	2,821.66

	Claims:	674,407.06
* Transaction Has Mixed Revenue And Expense Accounts	674,407.06	

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

12/12/2019 To: 12/30/2019

Time: 10:11:59 Date: 12/30/2019

Page: 3

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

() Finance Director () Auditing Officer

() Deputy Finance Director



Date: 12/31/19

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

12/12/2019 To: 12/30/2019

Time: 10:12:07 Date: 12/30/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7449	12/23/2019	Payroll	3	EFT		1,000.00	Dec 2019 Draw
7450	12/23/2019	Payroll	3	EFT		1,500.00	Dec 2019 Draw
7451	12/23/2019	Payroll	3	EFT		2,000.00	Dec 2019 Draw
7452	12/23/2019	Payroll	3	EFT		1,000.00	Dec 2019 Draw
7453	12/23/2019	Payroll	3	EFT		1,600.00	Dec 2019 Draw
7454	12/23/2019	Payroll	3	EFT		2,000.00	Dec 2019 Draw
7455	12/23/2019	Payroll	3	EFT		1,350.00	Dec 2019 Draw
7456	12/23/2019	Payroll	3	EFT		3,000.00	Dec 2019 Draw
7457	12/23/2019	Payroll	3	EFT		1,600.00	Dec 2019 Draw
7458	12/23/2019	Payroll	3	EFT		1,000.00	Dec 2019 Draw
7459	12/23/2019	Payroll	3	EFT		2,000.00	Dec 2019 Draw
7460	12/23/2019	Payroll	3	EFT		2,000.00	Dec 2019 Draw
7461	12/23/2019	Payroll	3	EFT		800.00	Dec 2019 Draw
7462	12/23/2019	Payroll	3	EFT		1,000.00	Dec 2019 Draw
7463	12/23/2019	Payroll	3	EFT		800.00	Dec 2019 Draw
7464	12/23/2019	Payroll	3	EFT		2,000.00	Dec 2019 Draw
7465	12/23/2019	Payroll	3	EFT		1,600.00	Dec 2019 Draw
7466	12/23/2019	Payroll	3	EFT		500.00	Dec 2019 Draw
7467	12/23/2019	Payroll	3	EFT		3,450.00	Dec 2019 Draw
7468	12/23/2019	Payroll	3	EFT		1,500.00	Dec 2019 Draw
7469	12/23/2019	Payroll	3	EFT		1,000.00	Dec 2019 Draw
001 General Fund						32,700.00	
						32,700.00	Payroll:
							32,700.00

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

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



Date: 12/31/19



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b
DATE: January 9, 2020
SUBJECT: City Council December 19, 2019 Special Meeting Minutes
CONTACT PERSON: Sara Robinson, Deputy Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the December 19, 2019 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE December 19, 2019 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Special Meeting of the City Council
Thursday, December 19, 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 City Clerk Sara Robinson called the roll with the following Councilmembers present: Rob Johnson, Dianne White, Elizabeth Callaghan, Tim Pearce, Larry Sather, Sid Roberts and Judy Williams. The meeting was quorate.

Also present: Public Works Director Kevin Hushagen, Finance Director David Hammond, Community Development Director Patricia Love, Fire Chief John Cermak, City Attorney Brett Vinson, City Administrator Jennifer Ferguson, Police Chief Norm Link, and Deputy City Clerk Sara Robinson.

3. Approval of the Agenda

Motion by Councilmember Roberts, second by Councilmember Pearce to move Consent Agenda item h. to New Business. Motion carried unanimously.

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

4. Citizen Comments

Tim Schmitt, 27308 101st Ave NW, Stanwood, WA 98292

Now that the hearing examination process has concluded for the crematory he would like to go back to a specific item on this issue. When this issue first broke to the community there was a large citizen presence at the City Council Meeting. The City Attorney started that meeting by stating that this issue was not on the Council's agenda. Also stated that this was a City Hall issue and that council had not power to act. Mr. Schmitt disagrees with these statements. He believes that councilmembers do have power.

He would like to ask that next time you receive advice please consider, are you serving city hall interest or the citizen interest.

Mayor Kelley wanted to advise and encourage council not to discuss this matter as there is still potential for an additional appeal and or litigation.

City Attorney Brett Vinson seconded that comment and advises council to continue to follow the original advice.

Stanwood City Council Meeting Minutes – December 19, 2019

5. Staff Reports

- a. Police Compstat Report - November, 2019
- b. Parks and Trails Advisory Committee Minutes – November 18, 2019
- c. Planning Commission Meeting Minutes – November 12, 2019

6. Committee Reports

- a. Approve November 25, 2019 Finance and Personnel Meeting Minutes

7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve November 25, 2019 Special Meeting Minutes
- c. Authorize the Mayor to Sign the Snohomish County Parks Grant
- d. Authorize the Mayor to Sign Contracts for Discover Stanwood Camano Initiatives
- e. Authorize the Mayor to Accept the Transportation Improvement Board Grant – 276th Street Overlay
- f. Authorize the Mayor to Sign the Heritage Park Engineering Contract
- g. Adopt Resolution 2019-14 Establishing the Parks and Trails Advisory Committee on a Permanent Basis
~~Authorize the Mayor to Sign a Designation Letter for Snohomish County Board of Health for 2020~~ (moved to New Business)
- h. Ordinance 1484 Correction of Ordinance 1479 Imposition of Lodging Tax
- i. Authorize the Mayor to Sign a Supplemental Agreement with Perteet for 90th Ave Extension
- j. Authorize the Mayor to Sign a Contract with David Evans and Associates, Inc. for the Ovenell Park Lot Line Survey

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

8. New Business

- a. Authorize the Mayor to Sign Amended City Administrator Contract

David Hammond, Finance Director, presented the Amendment to the City Administrator Contract. Jennifer Ferguson completed her first year with a positive annual review. The proposed changes will advance Mrs. Ferguson to the third step in the salary range and continues yearly longevity incentive bonuses. The contract also provides a monthly \$35 telephone stipend as well as leave accrual language clean up. Mayor Kelley recommends approval of the amended contract as presented.

Motion by Councilmember Sather, Second by Councilmember Williams to authorize the Mayor to sign the amended City Administrator Contract. Motion carried unanimously.

Stanwood City Council Meeting Minutes – December 19, 2019

- b. Authorize the Mayor to Sign a Contract for the SR 532 Berm Project.

Kevin Hushagen, Public Works Director, presented the contract for the SR 532 Berm Project. The bids were opened and Faber Construction, Inc. was the lowest responsive bidder, not to exceed \$782,732.72 which is \$100,000 less than the engineer's estimate. Sixteen companies provided bids for this project.

Motion by Councilmember Sather, Second by Councilmember Johnson to authorize the Mayor to sign a contract with Faber Construction, Inc. for the SR 532 Berm project not to exceed \$782,732.72. Motion carried unanimously.

- c. Authorize the Mayor to Sign a Designation Letter for Snohomish County Board of Health for 2020.

Councilmember Sid Roberts requested moving this item from the Consent Agenda to New Business. The current proposed designee is the Town of Darrington Mayor, Dan Rankin. Mayor Rankin has been the representative since 2016. The Board of Health allows for a rotation of representatives from District 1 and Councilmember Roberts would like to see the cities in District 1 rotate representation to enrich the Board of Health input. Councilmember Roberts is willing to serve as the nominee for Stanwood.

Motion by Councilmember White, Second by Councilmember Sather to submit Councilmember Sid Roberts as the designee to represent Stanwood on the Snohomish County District 1 Board of Health for the year 2020. Motion carried unanimously.

11. Reports of Officers and Committees

- a. Mayor's Report

Thank you to Councilmember Larry Sather for all of his service with the Council. His dedication has been paramount and his calm and confident manner has been extremely beneficial to this group. We could always count on Larry when there was a tough motion to make. He would always be the one to step up. You will be greatly missed.

A commemorative plaque was given to Councilmember Sather.

Tonight will also be the last meeting for Police Chief Norm Link. Thank you Chief for the tremendous work you did while with the City. This year's National Night Out was the best Stanwood has ever had. Our City is considered one of the safest cities in the State of Washington. Keep up the great work! You will also be missed.

Merry Christmas and Happy New Year!

- b. City Administrator's Report – Jennifer Ferguson

First off, a quick Public Service Announcement-The Snohomish County Health Department has confirmed four cases of Hepatitis A in the County. Remember to be mindful to take precautions to stay healthy.

Stanwood City Council Meeting Minutes – December 19, 2019

The City is conducting a selection process for a new Police Chief. Today was the last day to submit applications. There will be an interview panel consisting of relevant stakeholders and the process will likely begin at the end of January 2020.

It's been a great year and there are a lot of great things happening in our City. Merry Christmas and Happy New Year!

c. Councilmember Reports and Questions

Councilmember Sather wanted to remind the group that he is currently the City Council liaison for the Stanwood Library Board. This is an important role that he would like to make sure someone else will take on.

It has been an honor and privilege to serve on the City Council for Stanwood. Thank you one and all.

Councilmember Johnson would like to say thank you to Councilmember Sather for all he has done. Larry has always been able to provide clarity out of a complex matter. He will be missed. Thank you to everyone for a great year. Rob called upon Fire Chief Cermak to give an update.

Fire Chief Cermak – Santa is at the Fire Station tonight until 8:00 pm. Thank you to everyone for the support of the Levy. The Fire Department was able to add two new Firefighter/Paramedic positions for the community. Thank you to Mr. Sather.

Councilmember Williams would like to thank Larry Sather for all of his support when she was new. He was extremely helpful to me and I will miss sitting by him on these Council evenings.

12. Citizen Closing Comments

None

13. Executive Session

7:25 pm

Adjourn to Executive Session To Discuss Potential Or Pending Litigation, RCW 42.30.110(1)(I) - No action

14. Adjourn

Mayor Kelley adjourned the meeting at 7:43 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Sara Robinson, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: January 09, 2020

SUBJECT: Contract extension with Ian Gleadle for On-Call Photography Services

CONTACT PERSON: Sara Robinson, Deputy Clerk

ATTACHMENTS: A – Professional Services Agreement Extension
B – 2018 Professional Services Agreement

ISSUE

The issue in front of the city council is to authorize the Mayor to sign a professional services agreement extension (Attachment A) with Ian Gleadle not to exceed \$1,500 for professional photography services including photos of new councilmembers and city events for the city's website.

SUMMARY STATEMENT

Since 2013 the city has retained the services of local professional photographer, Ian Gleadle to take portraits of the Mayor, council and management team for the city's website. A new contract was entered into on January 11, 2018 for on-call professional services with Ian Gleadle to provide portrait services as needed and to capture images of iconic Stanwood events for the city's website and print media. That contract expired on December 31, 2019. Staff is recommending the contract be renewed for two additional years.

DISCUSSION

Mr. Gleadle has provided photography services for Stanwood/Camano events including Poker and Pumpkins for the Community Resource Center; Camano Island Chili and Chowder Cook-off; Stanwood Rotary Auction, and the Camano Center Auction. City staff recommends continuing to contract with photographer Ian Gleadle, one of the area's most recognized professional photographers.

FISCAL IMPACT

The proposed on-call professional services contract is not to exceed \$1,500. Mr. Gleadle charges \$75 an hour for an onsite shoot and then \$25 per touched up and cropped image with unlimited license for print and web usage. For 20+ images the price drops to \$15 per image.

Mr. Gleadle also provides event photography where he charges \$125 an hour and will provide the city with all images untouched up on CD within 5 business days.

OPTIONS

1. Authorize the Mayor to sign an extension to existing on-call professional services agreement with Ian Gleadle not to exceed \$1,500 for professional photography services.

This alternative indicates the city council supports hiring a professional photographer to take photos of new council members and city events for the city's website and print media.

2. Do not authorize the Mayor to sign an extension to professional services agreement with Ian Gleadle and direct staff to areas of concern. This alternative implies the city council has questions or concerns regarding the proposed contract for professional photography services. The city council should provide direction to staff on how to proceed with acquiring photos for the city's website and print media.
3. Direct staff to make changes to the scope of work and/or cost estimate provided in Attachment A. This alternative indicates the city council has questions or concerns regarding the proposed scope of work or cost estimate that should be resolved before moving forward.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NO. 1 WITH PHOTO BY IAN GLEADLE TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT TO DECEMBER 31, 2021.

**SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STANWOOD
AND IAN GLEADLE
FOR CONSULTANT SERVICES**

This Supplemental Agreement is made and entered into on the 9th day of January, 2020, between the City of Stanwood, hereinafter called the "City" and Photo By Ian Gleadle, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into Agreement No. 2018-02 for on-call photography services, said Agreement being dated January 11, 2018; and

WHEREAS, both parties desire to extend the term of said Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated January 11, 2018, shall remain in full force and effect, except as modified in the following sections:

Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement from January 1, 2020 to terminate at midnight December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF STANWOOD

PHOTO BY IAN GLEADLE

By: _____
Leonard Kelley, Mayor

By: _____
Ian Gleadle, Owner

ATTEST/AUTHENTICATED:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON
AND PHOTO BY IAN GLEADLE
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Photo by Ian Gleadle, a Washington Sole Proprietorship ("Consultant").

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on January 11, 2018 and shall terminate at midnight, December 31, 2018. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the

Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall

furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits**
If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified—and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$1,500** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any

audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

**Mayor
City of Stanwood
10220 270th ST NW
Stanwood, WA 98292**

Notices to the Consultant shall be sent to the following address:

**Ian Gleadle
Photo By Ian Gleadle
69 N Sunset Drive
Camano Island, WA 98282
(360) 926-8041**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 TERMINATION. The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and

supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 11TH day of January, 2018.

CITY OF STANWOOD

By

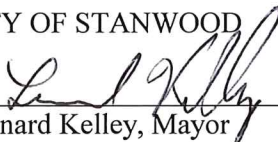
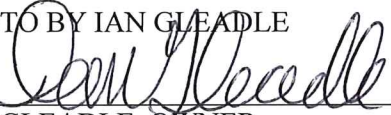

Leonard Kelley, Mayor

PHOTO BY IAN GLEADLE

By


IAN GLEADLE, OWNER

Approved as to form:

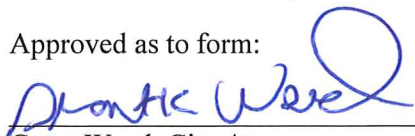

Grant Weed, City Attorney

EXHIBIT A
SCOPE OF WORK

Provide professional photography including indoor/outdoor, nature, scenic, travel, architecture, people, sports, event, etc. Photographs will be used in various media including website, social media, and publications.

The City will provide a detailed scope of work for assigned photography projects.

On-Site Shoot

\$75 an hour for on-site shoot and then \$25 per touched up and cropped image to the city with unlimited license for print and web usage.

20 or more images at \$15 per image.

All images on CD within 5 business days.

Event Photography

Event photography for \$125 an hour and all images untouched on CD within 5 business days.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d
DATE: January 09, 2020
SUBJECT: Appoint Mayor Kelley to represent Stanwood at Community Transit Meeting to select a new Board of Directors
CONTACT PERSON: Sara Robinson, Deputy Clerk
ATTACHMENTS: A – Community Transit Letter – representative selection

ISSUE

Community Transit has requested the City Council appoint an elected official to represent the City at its January meeting to select a new Community Transit Board of Directors.

RECOMMENDATION

Mayor Kelley has served as the Community Transit representative since appointment in 2014. It is recommended that Council reappoint him for a two-year term as the City's representative.

DISCUSSION

At the January Community Transit meeting, cities and towns within Community Transit's service area will elect their representatives to the Board of Directors. The city's appointment will ensure the city has a representative at the first Board meeting.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

- 1) Appoint Mayor Kelley to represent the City at the Community Transit meetings.
- 2) Appoint a different elected official to represent the City at the Community Transit meetings.
- 3) Do not appoint a representative to the Community Transit meeting and direct staff to areas of concern.

RECOMMENDED MOTION

I MOVE TO APPOINT MAYOR KELLEY TO REPRESENT THE CITY OF STANWOOD AT THE COMMUNITY TRANSIT MEETING TO SELECT A NEW BOARD OF DIRECTORS.



October 29, 2019

Mayor Kelley and City Council Members
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Dear Mayor Kelley and City Council Members:

In January, the Community Transit Board of Directors for the 2020-2021 term will be selected. We are including information in this letter that explains the selection process and invite you to participate in this important opportunity.

Community Transit Board Composition Review and Board Selection Meeting

Thursday, January 16, 2020 at 4:00 p.m.

Community Transit Board Room

7100 Hardeson Rd. | Everett, WA 98203

This meeting includes a Board composition review, which is conducted every four years, and Board selection for the new two-year term, 2020-2021. As a member of Community Transit's service area, your City Council may appoint one elected official to represent your city at this meeting. At this meeting, representatives from all of the cities will vote to select the 2020-2021 Board of Directors. Please place this item on an upcoming City Council meeting agenda.

This is an exciting time for transportation in Snohomish County and for Community Transit as service expands and our agency prepares for the arrival of Link Light Rail in 2024. We look forward to your participation in this meeting.

MEETING AGENDA

I. Board Composition Review

The Board of Directors consists of 10 members, 9 of whom are elected officials and voting members of the Board. The composition of the Board of Directors is reviewed every four years per RCW 36.57A.055.

CURRENT POPULATION CLASSIFICATIONS:

- (2) members and (1) alternate from the component cities with population of 35,000 or more (Edmonds, Lynnwood, Marysville);
- (3) members and (2) alternates from the component cities with population between 15,000 and 35,000 (Arlington, Bothell, Lake Stevens, Mill Creek, Monroe, Mountlake Terrace, and Mukilteo);

- (2) members and an (1) alternate from the component cities with population less than 15,000 (Brier, Darrington, Gold Bar, Granite Falls, Index, Snohomish, Stanwood, Sultan and Woodway);
- (2) members and their alternate from the Snohomish County Council; and
- (1) non-voting labor representative

During the composition review, attendees consider whether these population classifications provide the appropriate representation on the board. Population figures are determined by the state [Office of Financial Management's official figures](#). Each elected official representative attending the meeting is a voting member and will represent your city with one vote. Those present shall be deemed a quorum.

II. Board Selection

Immediately following the Board composition review, an election will be held to determine the 2020-2021 Board of Directors and Board alternates. Representatives within the same population classification will meet as a group and select their Board member(s) and alternate(s). Board selection takes place every two years.

RSVP AND ENCLOSURES

Please contact Rachel Woods, Executive Board Administrator, at rachel.woods@commtrans.org or 425-438-6158 by **January 8, 2020**, with the name, email, and phone number of the selected elected official that will be attending this meeting on behalf of your city. Your representative will then receive a meeting notice and other required information.

To further understand the Board's role, please reference the enclosed Board member roles and responsibilities, key facts, and agency bylaws. Those being considered for the Board member role must disclose any personal situation which may give the appearance of having a conflict of interest as stated in the agency bylaws (section 3.1.i).

Thank you for your participation in this meeting. It is an important opportunity for your city to be represented in the selection of the Community Transit Board of Directors.

Sincerely,



Emmett Heath
Chief Executive Officer

Enclosures

BOARD MEMBER ROLES & RESPONSIBILITIES

The Board of Directors are the governing body of the Snohomish County Public Transportation Benefit Area Corporation, Community Transit. There are 9 voting members and one non-voting member of the Board who provide policy, fiduciary, and legislative direction for the corporation and administrators.

Term: January 16, 2020—January 2022

Qualifications

- Elected official selected by and serving on behalf of respective governing bodies of the component cities and county within the area OR (1) non-voting member representing the collective bargaining units
- Current Open Public Meetings Act training (can be obtained after being selected to the Board)
- No conflict of interest or appearance of conflict

Summary Responsibilities¹

- Acting in the best interests of Community Transit advocating issues that promote the corporation's financial, operational and organizational well-being
- Abiding by state and local laws with regard to Board member conduct and protocol and the corporation's bylaws, procedures, and board resolutions
- Regularly attending all scheduled Board meetings, workshops, and retreats
- Representing Community Transit's position to the public, in the Legislature and the community
- Selecting and evaluating the performance of the chief executive officer
- Ensuring strong fiduciary oversight and financial management, approving expenditures over \$150,000
- Directing requests that involve significant research or staff time to the chief executive officer
- Disclosing potential conflicts before meetings and actual conflicts during meetings

Meetings

- New Board Member Orientation (February or March 2020 date to be announced)
- 12 Regular Board Meetings per year
 - First Thursday of the month, 3-5 p.m.
 - The first Board meeting for the newly selected Board is scheduled for February 6, 2020
- 4 Quarterly Board Workshops per year
 - Third Thursday of January, April, July and fourth Thursday of October, 3-5 p.m.
- 12+ Board Standing Committee Meetings per year
 - Each Board member is expected to serve on up to 2 Committees (determined by Chair) that meet monthly
 - Executive Committee (Chair, Vice-Chair, Secretary, Past Chair)
 - Strategic Alignment and Capital Development Committee
 - Finance, Performance and Oversight Committee
- Board Retreat/Planning Meeting as determined by Chair
- Special meetings may be called from time to time as necessary

Compensation

- Each Board member is eligible to receive mileage and meal reimbursement. Board members who are not full-time elected officials are eligible to receive [\\$90 per diem](#).

¹ See sec. 3.1 of Community Transit's Board Bylaws



Key Facts

Community Transit is Snohomish County's public transportation provider, created by voters in 1976. The agency:

- Provides local bus service within Snohomish County.
- Runs commuter bus service to the University of Washington and downtown Seattle.
- Offers Dial-a-Ride Transportation (DART) paratransit service for eligible people with disabilities.
- Has one of the largest vanpool ridesharing fleets in the nation.
- Operates Sound Transit Regional Express bus service between Snohomish and King Counties.

The agency's primary revenue source is a voter-approved 1.2 percent sales tax (12 cents on a \$10 purchase). The agency also receives federal and state funding.

All figures shown represent service at the end of 2018.

Agency

- 10.7 million passenger boardings in 2018.
- 24 local routes, 22 commuter routes, 6 Sound Transit routes (operated under contract).
- 748 direct employees.
- Service area: 1,309 square miles. Service area population: 587,366.
- 23 Park & Ride lots with 7,800 spaces.
- 15 Park & Pool lots with 500 leased parking spaces.
- \$142.5 million operating expense budget.
- 635,000 revenue service hours: 402,000 fixed route bus; 145,000 vanpool; 88,000 DART.

Fleet

- 288 total fixed-route buses
 - 30-foot buses: 13
 - 40-foot buses: 114
 - 60-foot buses: 80
 - 60-foot *Swift* BRT buses: 19
 - Double Tall double decker buses: 62
- Vanpool vans: 470
- DART paratransit vehicles: 52

Ridership

- Average weekday ridership: 33,400 passengers.
- Average Saturday ridership: 11,800 passengers.
- Average Sunday ridership: 7,700 passengers.
- *Swift* Blue Line
 - *Swift* Blue Line served more than 1.8 million passengers in 2018, about 5,500 each weekday.
 - 1 in 6 weekday bus riders is on the *Swift* Blue Line.
 - 1 in 3 weekend bus riders is on the *Swift* Blue Line.
 - *Swift* Blue Line has four times the ridership of our next highest ridership route, Route 115.
 - *Swift* Blue Line buses transport about 400 riders per hour.
- 79% of weekday bus boardings occur on six major corridors
- 71% of weekday boardings occur during peak hours.
- 45% of Snohomish County residents who work in downtown Seattle commute by bus.



Adopted Feb. 11, 1976
Amended Dec. 14, 1983
Amended September 13, 1989
Amended February 1, 1996
Amended September 11, 2003
Amended February 3, 2005

Amended August 7, 2008
Amended September 2, 2010
Amended September 1, 2011
Amended March 6, 2014
Amended January 21, 2016

Bylaws of the
Snohomish County Public Transportation
Benefit Area Corporation

Article I. Name, Powers, Rights and Liabilities

Sec. 1.1 Name. The name of the municipal corporation duly established pursuant to laws of the State of Washington shall be "Snohomish County Public Transportation Benefit Area Corporation" hereinafter referred to as the "Corporation" or as Community Transit.

Sec. 1.2 Powers, Rights and Liabilities. By and in the corporate name, the Corporation shall have and exercise all powers, functions, rights and privileges now and hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities and limitations now and hereafter imposed upon municipal corporations of the same class by the Constitution and laws of the State of Washington, and shall have and exercise all other powers, functions, rights and privileges usually exercised by, or which are incidental to, or inhere in, municipal corporations of like character and degree. The Corporation shall have all powers possible to have under the Constitution and laws of this state.

Article II. The Governing Body - Board Composition

Sec. 2.1 Voting Members. The governing body of the Corporation shall be a Board that includes nine voting members, all of whom shall be elected officials selected by and serving at the pleasure of the respective governing bodies of the component cities and county within the area. The voting membership of the Board shall be composed of the following members:

- a. Two (2) members and their alternate who are elected officials of the governing body of the County.
- b. The remaining seven (7) voting members of the Board shall be selected as follows:
 - i. Two (2) members and one (1) alternate from the component cities with populations of 35,000 or more.

- ii. Three (3) members and two (2) alternates from the component cities with populations between 15,000 and 35,000.
- iii. Two (2) members and an alternate from the component cities with populations less than 15,000.
- iv. Such voting representatives to the Board shall be elected officials selected by the governing body of the respective representative cities. The selection of such members shall be elected by the elective representatives of the same size cities the Board member is to represent. Such selections shall be made during the months of January or February of each even-numbered year as determined by the Chairperson. Such selected members of the Board shall begin their term of office as a Board member at the first meeting following their selection.

At the aforementioned January or February meeting, alternate Board members shall be selected to serve on the Board in the event of a vacancy on the Board or the absence of one of the regular Board members selected pursuant to this subsection.

In the event of a vacancy on the Board created by one of the members selected pursuant to this subsection, the representatives of cities which were so represented on the Board by the vacant position on the Board shall meet as soon as it is feasible and select a representative to fill the vacancy. In the interim, an alternate selected pursuant to this subsection may fill the vacancy until a regular Board member is selected. Each such member of the Board shall hold office until his successor has been selected as provided herein unless such person has been ineligible to hold such position.

c. **Cities Excluded from Direct Membership.** Those cities within the boundaries of the Corporation and excluded from direct membership on the Board are authorized to designate a member of the Board who shall be entitled to represent the interest of such city which is excluded from direct membership on the Board. The legislative body of such city shall notify the Board as to the determination of its authorized representative on the Board.

Sec. 2.2 Non-voting Board Member. There shall be one (1) non-voting member who shall represent the collective bargaining units representing the public employees of the Corporation. The bargaining units shall select the non-voting member as prescribed in RCW 36.57A.050. Such selections shall be made during the months of January or February of each even-numbered year as determined by the Chairperson: provided however the

selection of the initial non-voting member shall take place as soon as possible after the effective date of the statutes providing for such non-voting member. Such selected non-voting member of the Board shall begin their term of office at the first meeting following their selection.

In the event of a vacancy on the Board created by the aforementioned non-voting member, the aforementioned procedure for selecting the non-voting member shall be followed to fill the vacancy as soon as it is feasible.

Article III. Duties of the Board and Board Meetings

Sec. 3.1 Duties of the Board.

i. Duties of Voting Members of the Board

The voting members of the Board of the Corporation shall provide the policy and legislative direction for the Corporation and its administrators. The voting Board Members shall also abide by the following performance standards:

- a. Voting members shall exercise their fiduciary duties through responsible use of the Corporation's assets. Voting members shall transact the Corporation's business promoting wise expenditures, prompt payment of debts, and in other ways safeguarding the Corporation's assets from waste, abuse, theft, or other physical loss.
- b. Voting members shall attend all scheduled Board meetings, workshops, and retreats, unless excused. Three consecutive unexcused absences constitutes removal from the Board. Voting members shall be informed and aware of issues affecting the Corporation.
- c. Voting members shall effectively represent the Corporation's position to the public, in the Legislature, and in the community. Voting members should not represent their own opinion as the official position of the Corporation.
- d. Voting members shall act in the best interests of the Corporation, supporting the agency as Snohomish County's primary public transportation provider. Voting members shall advocate issues that promote the Corporation's financial, operational, and organizational well-being.
- e. Voting members shall abide by all state and local laws with regard to Board member conduct and protocol, as well as the Corporation's by-laws, resolutions, and procedures.
- f. All voting member requests for information that require significant research or staff time shall be directed to the Chief Executive Officer (CEO). All requests shall be courteous and concise. Voting members should clearly state the goal of their request so the appropriate information can be supplied. Should the request be ambiguous in nature or

require substantial time or resources, the item shall be brought to the Executive Committee.

- g. There shall be no communication between voting members and Corporation employees or the non-voting member regarding negotiations or other personnel issues, except for the staff of the Corporation who are responsible to represent the Corporation and the Board in labor relations. If a Board Member is approached by an employee, the Board member shall refer the individual to the CEO. There shall also be no contact between Board Members and vendors or potential vendors that might create the impression of a conflict of interest or any other inappropriate conduct. Contact includes, but is not limited to, the receipt of gratuities and/or gifts of value.
- h. A Board Member shall direct any allegation that another Board Member or the non-voting member has violated these performance standards to the Chairperson of the Board of Directors who shall direct the investigation of the allegation. The Chairperson of the Board shall present the findings to the Executive Committee of the Board. If the Executive Committee finds that a violation has been committed, it may, in its sole discretion, present the issue to the full voting members of the Board of Directors for action. Action may include a reprimand or dismissal from the Board of Directors. If the allegation is against the Chairperson of the Board, the Vice-Chairperson shall direct the investigation as provided above. If the allegation is against a member of the Executive Committee, the Executive Committee member shall be excused from the Executive Committee's deliberations to determine whether the issue is submitted to the full Board of Directors.
- i. A Board member, when being considered for selection to the Board of Directors of Community Transit, shall disclose any personal situation which may give the appearance of having a conflict of interest. A conflict of interest may include, but is not limited to, having a family member working for Community Transit, past employment with Community Transit or contracting with Community Transit.

ii. Duties of The Non-Voting Member of the Board

The non-voting member shall abide by the following performance standards:

- a. The non-voting member shall exercise their fiduciary duties through responsible use of the Corporation's assets.
- b. The non-voting member shall effectively represent the Corporation's position to the public, in the Legislature and in the community. The non-voting member should not represent their own opinion as the official position of the Corporation.

- c. The non-voting member shall attend all scheduled Board meetings, workshops, and retreats unless excused. Three consecutive unexcused absences constitutes removal from the Board. The non-voting member shall be informed and aware of issues affecting the Corporation as provided in these Bylaws.
- d. Such non-voting member shall act in the best interests of the Corporation, supporting the agency as Snohomish County's primary public transportation provider. Such non-voting member shall advocate issues that promote the Corporation's financial, operational, and organizational well-being.
- e. Such non-voting member shall abide by all state and local laws with regard to the representative's conduct and protocol, as well as the Corporation's by-laws, resolutions, and procedures.
- f. Such non-voting member's requests for information that require significant research or staff time shall be directed to the Chief Executive Officer (CEO). All requests shall be courteous and concise. Such non-voting member should clearly state the goal of their request so the appropriate information can be supplied. Should the request be ambiguous in nature or require substantial time or resources, the item shall be brought to the Executive Committee.
- g. There shall be no communication between voting members and the non-voting member regarding negotiations or other personnel issues. There shall also be no contact between the non-voting member and vendors or potential vendors that might create the impression of a conflict of interest or any other inappropriate conduct. Contact includes, but is not limited to, the receipt of gratuities and/or gifts of value.
- h. A voting member or non-voting member of the board shall direct any allegation that another voting member or non-voting member has violated these performance standards to the Chairperson of the Board of Directors who shall direct the investigation of the allegation. The Chairperson of the Board shall present the findings to the Executive Committee of the Board. If the Executive Committee finds that a violation has been committed, it may, in its sole discretion, present the issue to the full voting members of the Board of Directors for action. Action may include a reprimand or dismissal from the Board of Directors. If the allegation is against the Chairperson of the Board, the Vice-Chairperson shall direct the investigation as provided above.
- i. A non-voting member of the board, when being considered for selection to the Board of Directors of Community Transit, shall disclose any personal situation which may give the appearance of having a conflict of interest.

Sec. 3.2 Board Offices. The majority of the whole voting membership of the Board shall select a Chairperson, a Vice Chairperson, and a Secretary from the voting members. The officers shall hold office until the first Board meeting in the month of February of each year. These officers may, if re-elected, serve more than one term.

Sec. 3.3 Meetings and Meeting Notice.

- a. Regular Meetings. The time and place of regular meetings of the Board shall be established by a resolution of the Board. Such resolution may also specify the appropriate notification of such meetings.
- b. Special Meetings. Special meetings may be called at any time by the Chairperson or by a majority of the voting members of the whole Board. The notification of such meetings must be delivered to each Board member and others requiring notification under the State Statute (RCW 42.30.080) at least twenty-four (24) hours before the time of such meeting unless otherwise provided for under the laws of the State of Washington. The requirements of RCW 42.30.080 now and as hereafter amended shall be adhered to regarding such meetings.
- c. Executive Sessions (Meetings). The Board may hold executive sessions if such sessions are not otherwise prohibited by State Statutes.

The Chairperson or the Acting Chairperson shall exclude the nonvoting member of the Board from attending any executive session held for the purpose of discussing negotiations with labor organizations. The Chairperson or the Acting Chairperson may allow the nonvoting member to attend any other executive session. The decision of the Chairperson or Acting Chairperson shall be final and binding. If the non-voting member attends an executive session of the Board of Directors, such non-voting member shall not disclose any information obtained in such executive session to anyone and shall not use such information to further the interest, either directly or indirectly, of any collective bargaining unit or employee(s) of the Corporation.

Sec. 3.4 Quorum. A majority of all the voting members of the Board shall constitute a quorum for the transaction of business.

Sec. 3.5 Parliamentary Procedure. All Board meetings shall be conducted pursuant to the Rules of Order established by the presiding officer; provided that a majority of the quorum may require that "Roberts Rules of Parliamentary Procedure" be applied to the meeting procedures unless other procedures are required by these Bylaws or the laws of the State of Washington.

Sec. 3.6 Board Acting as a Body. The Board shall take official action as a body in making its decisions and announcing them. No member shall represent or act for the Board without prior authorization of the Chairperson, the Executive Committee, or the Board except as otherwise provided for in these Bylaws.

Sec. 3.7 Records of Board Meetings.

- a. **Minutes.** The proceedings of the Board meetings shall be recorded and maintained. The minutes shall consist primarily of a record of the action taken. Prior to the adoption of the minutes, copies of the proposed minutes shall be forwarded to all Board members prior to the next regular meeting for their reference and/or correction. At the next regular meeting, the Board shall consider the minutes for adoption or necessary corrections. A recording secretary will be present at all open Board meetings unless otherwise directed by the Chairperson, in which event the Chairperson shall designate another Board or staff member to keep a record of the meeting. Copies of the adopted minutes shall be forwarded to all Board members and to the component cities and county.
- b. **Resolution.** Every action of the Board of a general permanent nature and every action otherwise required by State Statute shall be by Resolution or Ordinance.

Sec. 3.8 Committees. The Chairperson, from time to time, shall appoint Board members to serve on standing or special committees. If a non-voting member is appointed to a committee, that non-voting member shall also be a non-voting member of the committee. At the time of the appointment of such Board members, the Chairperson shall state the objective of the committee and the date upon which a report shall be issued to the Board. The Chairperson shall be an ex-officio member of all such committees. There shall be one permanent standing committee, that committee to be the Executive Committee. The membership of the Executive Committee shall consist of the Chairperson, the Vice Chairperson, the Secretary, and the immediate past Chairperson. In the event there is no immediate past Chairperson, the Chairperson shall select another Board member to be on the Executive Committee.

Article IV. Duties of the Chairperson, Vice Chairperson, and Secretary

Sec. 4.1 Duties of the Chairperson. The Chairperson shall preside at all meetings of the Board. In the event of the Chairperson's absence or inability to preside, the Vice Chairperson shall assume the duties of presiding over the meetings of the Board;

provided, however, if the Chairperson is to be permanently unable to preside, the Board shall select a new Chairperson for the remainder of the Chairperson's term. The Chairperson shall also exercise the duties set forth in Article III, Sections 3.1.i.h and 3.1.ii.g above.

Sec. 4.2 Chairperson as Spokesperson. The Chairperson shall act as spokesperson for the Board and shall act as its representative at meetings with other organizations, committees, and other such activities unless such representative shall otherwise be authorized by the Board; provided, however the Chairperson may delegate to any voting Board member the duty of being a spokesperson or representative for the Board. The Chairperson or his/her designated Board member acting as a spokesperson or representative shall make no pronouncements that will obligate or commit the Board except as provided by these Bylaws or pursuant to the authorization of the Board.

Sec. 4.3 Vacancy of Chief Executive Officer. In the event the position of Chief Executive Officer is vacant, the Chairperson shall select an interim replacement subject to approval by the voting members of the Board. Such interim replacement shall not be a Board member and may or may not be a current employee. As soon as practicable following the vacancy, the voting Board members shall initiate a recruitment process to select a new Chief Executive Officer.

Sec. 4.4 Duties of Vice Chairperson. The Vice Chairperson shall perform the duties and have the power of the Chairperson during the absence of the Chairperson. The Vice Chairperson shall perform other duties and have other powers as might be delegated to him or her by the Chairperson. The Vice Chairperson shall be a member of the Executive Committee of the Board. The Vice Chairperson shall also exercise the duties set forth in Article III, Section 3.1.i.h and 3.1.ii.g above.

Sec. 4.5 Duties of Secretary. The Secretary shall cause a record to be made of all open meetings and to sign all documents requiring the Secretary's signature. The Secretary shall be a member of the Executive Committee.

Article V. Chief Executive Officer

Sec. 5.1 Appointment and Removal of Chief Executive Officer. The Board may appoint and remove the Chief Executive Officer with the affirmative vote of sixty percent (60%) of the whole voting membership of the Board of Directors. The Chief Executive Officer shall perform such administrative duties specified in these Bylaws and such other administrative duties as may be designated from time to time by the Chairperson.

Sec. 5.2 Duties of the Chief Executive Officer. The powers and duties of the Chief Executive Officer of the Corporation shall be:

- a. To have general supervision over the administrative affairs of the Corporation.
- b. To appoint and remove all department heads.
- c. To appoint and remove all other employees of the Corporation. However, the voting Board members may cause an audit to be made of any department or office of the Corporation and may select the persons to make it, without the advice and consent of the Chief Executive Officer.
- d. To attend all meetings of the Board at which his/her attendance may be required by that body.
- e. To recommend for adoption by the Board such measures as he/she may deem necessary or expedient.
- f. To prepare and submit to the Board such reports as may be required by the Board or as he/she may deem it advisable to submit to the Board.
- g. To keep the Board fully advised of the financial condition of the Corporation and its future needs.
- h. To prepare and submit to the Board a proposed budget for the fiscal year and to be responsible for its administrative adoption.
- i. To develop and implement policies and procedures to ensure compliance with State public disclosure laws. Due to the size of Community Transit it would be unduly burdensome to maintain an index as provided in RCW 42.17.260.
- j. To perform such other duties as the Chairperson or Board may determine.
- k. To determine conjointly with the Board appropriate performance measurements/standards by which said Chief Executive Officer is to be evaluated at least on an annual basis.

Article V1. Attorney. The Board shall make provision for legal counsel to the Board and the Corporation by any reasonable contracted arrangement for such professional services.

Article VII. Severability. If any provision of these Bylaws, or its application to any person or circumstance is held invalid, the remainder of these Bylaws, or the application of the provisions to other persons or circumstances, is not affected.

Article VIII. Amendments. These amended Bylaws, as adopted by the Board of the Snohomish County Public Transportation Benefit Area Corporation, may be revised or amended at any regular or special meeting of the Board by a vote of a two thirds (2/3rds) of the whole voting membership of the Board; provided that copies of proposed revisions or amendments shall be available to each Board member at least one (1) week prior to the regular or special meeting at which proposed revisions or amendments are to be acted upon.

The foregoing amended Bylaws of the Snohomish County Public Transportation Benefit Area Corporation, consisting of 10 pages, have been adopted and approved by the majority of the whole voting Board on the ____ day of _____, 2016, and shall supersede all past Bylaws or amended Bylaws of the Corporation.

Approved and passed this ____ day of _____, 2016 .

Councilmember Mike Todd, Chair

ATTEST:

Councilmember Stephanie Wright, Secretary

APPROVED AS TO FORM:

Allen J. Hendricks, Attorney

ATTACHMENT ' A '

Governing Body - Board Composition:

- A. **Voting Members** - Nine (9) voting members - all of whom shall be elected officials selected by and serving at the pleasure of the respective governing bodies of the component cities and county within the area composed as follows:

Two (2) council members and their alternate from Snohomish County;

Two (2) members and one (1) alternate from component cities with population of 35,000 or more - Edmonds, Lynnwood and Marysville.

Three (3) members and two (2) alternates from component cities with population between 15,000 and 35,000 - Arlington, Bothell, Lake Stevens, Mill Creek, Monroe, Mountlake Terrace, and Mukilteo

Two (2) members and an alternate from component cities with population less than 15,000 - Brier, Darrington, Gold Bar, Granite Falls, Index, Snohomish, Stanwood, Sultan, and Woodway.

- B. **Non-voting Members** - One (1) non-voting member of the Board of Directors selected by the bargaining units pursuant to RCW 36.57A.050.

Revised 1/21/16



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a
DATE: January 09, 2020
SUBJECT: Selection of Mayor Pro Tempore
CONTACT PERSON: Sara Robinson, Deputy Clerk
ATTACHMENTS: A - Council Rules of Procedure Rule 7

ISSUE

The City Council Rules of Procedure (Attachment A) require councilmembers to choose a mayor pro tempore to serve for the year.

SUMMARY STATEMENT

At the first meeting of the City Council in the new year (2020), as required by the City Council Rules of Procedure, councilmembers must choose a member to serve as mayor pro tempore for the year.

DISCUSSION

The mayor pro tempore serves in the absence or temporary disability of the mayor. The "term" of the pro tempore appointment, according to the City Council Rules of Procedure is one year, and the mayor pro tempore must be chosen at the first meeting of the year. The councilmember serving as mayor pro tempore will continue to have all of the rights, privileges, and immunities of a member of the council.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

Council must choose a member to serve as mayor pro tempore at their first meeting in 2020.

RECOMMENDED MOTION

**I MOVE TO APPOINT COUNCILMEMBER _____ AS MAYOR PRO
TEMPORE TO SERVE A ONE YEAR TERM IN 2020.**

ATTACHMENT A

ELECTION OF MAYOR PRO TEMPORE

Rule 7. Annually, at the first meeting of the City Council, the members thereof shall choose a member from among their number who shall have the title of Mayor Pro Tempore. In addition to the powers conferred upon him/her as Mayor Pro Tempore, he/she shall continue to have all the rights, privileges and immunities of a member of the Council. If a vacancy occurs in the office of Mayor Pro Tempore, the members of the council at their next regular meeting should select a Mayor Pro Tempore from among their number for the unexpired term.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b
DATE: January 09, 2020
SUBJECT: Set Council Calendar
CONTACT PERSON: David A. Hammond, City Clerk
ATTACHMENTS: A – Rules of Procedure-Meetings
B – Proposed Council Calendar

ISSUE

Should council approve the proposed 2020 Council Calendar as prepared by staff?

SUMMARY STATEMENT

Council's Rules of Procedure (Attachment A) Rule 2 states that the Stanwood City Council shall hold regular meetings on the second and fourth Thursday of each month. The 2020 calendar prepared for council approval includes setting four special meetings, moving a meeting that falls on a holiday, and canceling two meetings.

DISCUSSION

There are two special meetings in 2020:

- February 13, 2020
 - 1) A presentation of the community survey results.
 - 2) Discuss the 2020 workplan.
- May 14, 2020

Agenda to be determined. Preliminary topic: 2021-2022 Budget goal setting.
- August 13, 2020

Agenda to be determined. Preliminary topic: 2021-2022 Budget workshop.
- October 8, 2020

Agenda to be determined. Preliminary topic: 2021-2022 Budget workshop.

There is one planned joint City Council/Planning Commission meeting planned in 2020:

In past years council has held a joint meeting with the planning commission in the spring. The tentative date for this meeting is Thursday September 10, 2020, but council may choose a date that works for their schedule.

The council has historically canceled the second meetings in August and December. These meetings fall on August 27, 2020 and December 24, 2020. The second meeting in November falls on Thanksgiving so Council's Rules of Procedure (Attachment A) direct the meeting be moved to the previous Monday (November 23, 2020) as noted on the calendar.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

Council can agree to the meeting dates as set, change the dates, or choose not to meet.

RECOMMENDED MOTION

I MOVE TO SET SPECIAL MEETINGS AND APPROVE THE COUNCIL CALENDAR FOR 2020 AS PRESENTED BY STAFF.

ATTACHMENT A

COUNCIL MEETINGS

Rule 2. The regular meetings of the Stanwood City Council shall be held at 7:00 p.m. on the second and fourth Thursday of each month. When the date for any regular meeting of the City Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding Monday or the previous Monday, not a holiday (SMC 2.44.035).

Cancellations. During an open public meeting a majority of the Council may agree to cancel an upcoming regular meeting, special meeting, or workshop meeting. Also, if no items of business have been submitted to the City Clerk for deliberation at said upcoming meeting, the Mayor, Mayor pro tem and City Clerk may cancel the upcoming meeting, if all agree. In the case of such cancellation, payroll checks and vouchers will be approved at the next regular City Council meeting. (RCW 42.24.180/SMC 3.20.020)

ATTACHMENT B

Proposed Council Calendar 2020

<u>Subcommittee Meetings</u>	TBD after January 9 th
<u>Joint Meetings with P/C</u>	September 10, 2020 Tentative
<u>Council Special Meetings</u>	Thursday February 13 th Thursday May 14 th Thursday August 13 th Thursday October 8 th
<u>Council Meeting Changes</u>	Thursday, August 27 nd (cancel) Thursday, November 26 th (move to November 23 th) Thursday, December 24 th (cancel)



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: January 9, 2020

SUBJECT: Stanwood Civic Campus

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A. Alternative Design Scenarios
B. Notes From Council's December Workshop

ISSUE

The issue in front of the City Council is to confirm the selection of the Community Porch Civic Campus design as the preferred concept plan and authorize staff to proceed with preliminary architectural and site planning.

SUMMARY

The City Council held a special worksession on December 19, 2019 to review the proposed Civic Campus design options. Four options were presented, with the Steering Committee recommendation to move forward with the Community Porch concept. After reviewing the plans, the Council provided the following general consensus:

1. Proceed with the "Community Porch" concept;
2. Prepare a financing plan for development of the property in a single phase;
3. Confirm that the Police Department space is of sufficient size and functional;
4. Consider site configuration options to add a second vehicle access through to Church Creek Park; and
5. Continue working with the Steering Committee on building materials and integrating the site with Church Creek Park.

BACKGROUND

In February the City issued a Request for Proposals (RFP) for preliminary architectural design, site design, civil engineering, and permitting services for a combined Police Station/City Hall civic campus. Five firms submitted proposals for the project and after interviews and background checks, Mackenzie was selected as the consultant team to lead the preliminary design phase of the Stanwood Civic Campus project. A formal contract was signed with Mackenzie in June of this year.

In preparation for the concept design discussions, the following work has been completed:

- Survey along 72nd Avenue and Church Creek Park
- Soil analysis to determine infiltration rates for drainage

- Cultural Resources analysis
- Updated the space needs assessment
- Site tours of other similar facilities

An eight member Steering Committee was formed at the onset of the project to help provide local expertise and guidance on the design of the building and grounds. Members include a range of people representing the City Council, Planning Commission, Economic Development Board, Local Architects, Historical Society, Real Estate and general community members.

The Steering Committee has met a total of three times to review site layout configurations, initial building “blocking” designs and high level cost estimates. They have unanimously recommended that the City Council:

- Progress the “Community Porch” option forward through project design, and
- Build the project in a single phase to save on future escalation costs and reduce site disruptions to building operations.

DISCUSSION

One of the first tasks was to refresh space needs assessment. The original space needs study estimated a need for 17,000 to 19,430 square feet of combined office space. Through the programming process with Mackenzie, the collective City and Design Team discussed operational driven requirements, current best practices and design strategies for efficiently planning for current and future needs. This analysis reduced the overall space needs down to a maximum of 16,000 square feet. Most of the space savings came out of employing share use areas:

Using this information, the consultants led city staff and the Steering Committee through a visioning and preliminary design session to create three different design scenarios. A significant component of the discussion focused on both the design approach and project costs: ensuring that the project is equally budget driven along with design considerations.

A public open house was then held on October 16th between 5 and 7:30 pm to obtain public comments on the building elements and site designs. A representative from Mackenzie and the City was on hand during the open house to facilitate conversation and discuss questions or comments surrounding the project. The overall organization of the open house surrounding visioning boards and early design options to solicit input from the community on desired attributes, characteristics and overall expectation of what a new civic facility would represent to them.

After the open house and a tour of the Union Gap shared police / city hall facility by the City Administrator, a fourth design was drafted. This design reflected the Steering Committee’s recommendation to build the facility in one phase as a single building, included shared kitchen, bathrooms and work spaces to reduce building costs, and reduced the scale and massing of the building.

In summary:

- Four design scenarios were prepared based off of early budget discussions to ensure that any future plans were equally budget driven and design aligned.
- Mackenzie prepared two cost scenarios: 1) one showing full build out in one development cycle, and 2) another showing costs associated with a phased construction plan.
- The Steering Committee unanimously recommended moving forward with the “Community Porch” design option as their preferred option and strongly recommends that the site be built in one phase.
- Nine people attended the open house and their responses were mixed, but overall people liked exposed wood features, plaza / seating areas, landscaping that consists of a mix of rain gardens and trees, lighting, sun exposure and historical agricultural context.

Below is the recommended “Community Porch” design concept. The proposal includes two site layout options: 1) compact building consolidated near the north property line adjacent to Church Creek Park and 2) linear design along 72nd Avenue.

Compact Design Highlights Adjacent to Church Creek Park	Linear Design Highlights Facing 72 nd Avenue
• Design takes advantage of topographic grades which reduces site grading • Police Department has a view into the park to help with security issues • Council chambers portion of the building becomes a focal point • Simpler drainage design	• Single long roof line which reduces costs • Vehicle access to the park is provided for overflow parking • Secured Police Department parking is in the rear of the building

The Steering Committee has unanimously recommended that the Council move forward with the “compact” version of the “community porch” option with the following site modifications:

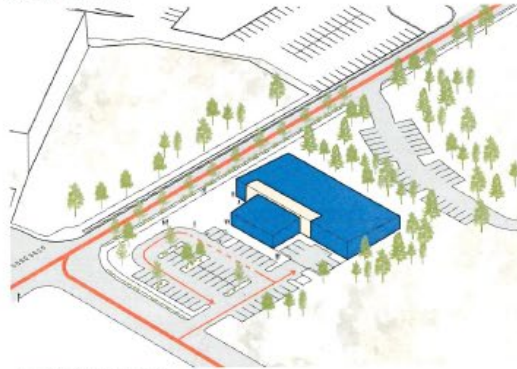
- Include a pedestrian walkway to Church Creek Park
- Create an plaza area next to the Council Chambers so that the chamber doors can be opened to “spill out” onto the plaza
- Create a feature wall celebrating the uniqueness of Stanwood near the building entrance
- Accent the building with wood features and soft lighting; potentially add solar panels
- Consider other materials besides chain link fencing for the secured parking area
- Incorporate natural lighting and green landscaping over hard surfaces
- Landscaping should be low maintenance
- Plaza areas should include seating

Steering Committee Design Recommendation

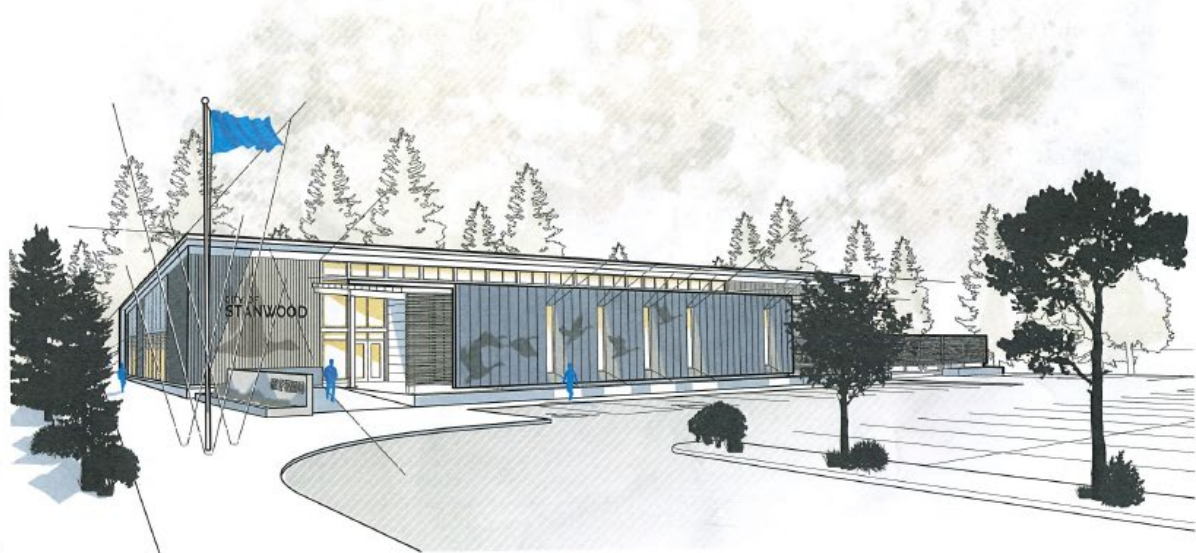
Community Porch



SITE PLAN



AERIAL VIEW



PERSPECTIVE



PERSPECTIVE CHURCH CREEK PARK

Parking Count	
Public Staff:	44 39
Secured:	06 14
Overflow:	28



ELEVATION

FISCAL IMPACT

Preliminary high level estimates bring the “Community Porch” concept in around \$13,400,000 versus the other three options ranging between \$16 and \$18 million due to a phased building design. Cost estimates include: construction, design, and permitting.

Community Porch
Preliminary Cost Estimates
14,400 Square Foot Civic Campus

Work Element	Cost Element
Construction Costs	\$11,084,000
Design and Environmental	\$1,158,000
Permitting, Moving and Furnishings	\$1,130,000
Total Project Costs:	\$13,372,000

Note: Cost estimates are rounded to nearest thousand

Other Three Design Concepts with Single and Phased Designs
15,625 Square Foot Civic Campus

Work Element	Single Phase Project	Two Phase Project: Police/Council Chambers first and City Hall at a later date
Construction Costs	\$13,658,000	\$15,020,000
Design and Environmental	\$1,255,000	\$1,924,000
Permitting, Moving and Furnishings	\$1,129,000	\$1,146,000
Total Project Costs:	\$16,042,000	\$18,090,000

Note: Cost estimates are rounded to nearest thousand

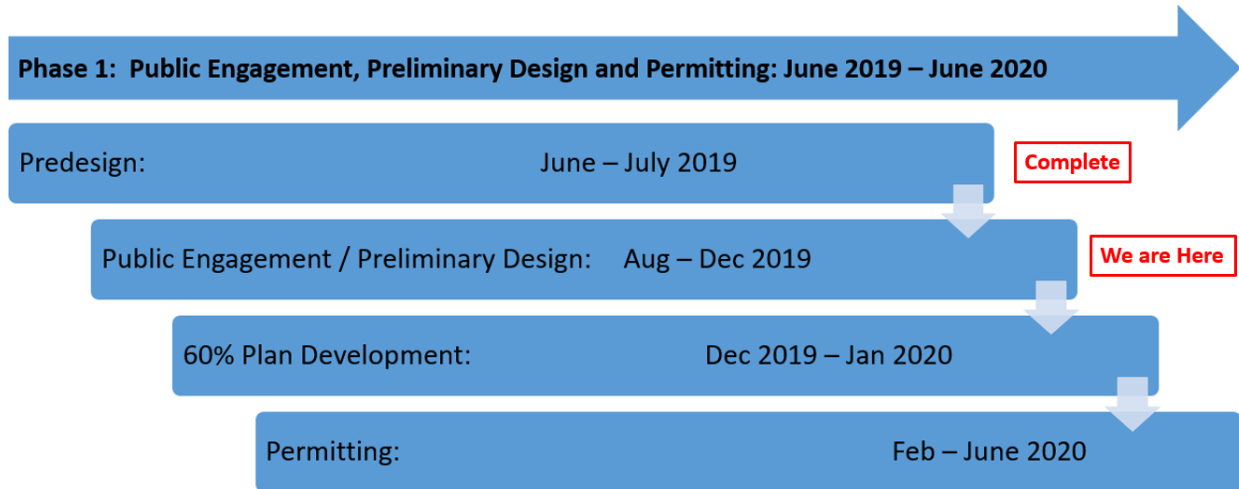
These costs will continue to be refined as the project moves forward. The Steering Committee is strongly recommending that the City build the entire project at one time: no phasing. This reduces costs over the long run by avoiding escalation costs, two design efforts and the construction disruption caused while using the site for the police and council chamber operations.

As requested by the Council at their December 19th worksession, the Finance Director will be preparing a financial plan for the project with funding strategies.

SCHEDULE UPDATE

It is anticipated that Phase 1 will take approximately one year from the notice to proceed. Below is the tentative schedule.

Stanwood Civic Campus Project Tentative Schedule



STEERING COMMITTEE RECOMMENDATION

The Steering Committee has met three times: September 10th, October 9th, and October 30th. Their first meeting consisted of a visioning exercise and their second meeting evaluated the initial three design schemes. On October 30th they reviewed the “Community Porch” design and unanimously recommended that the Council forward that design to permitting. On additional meeting is anticipated to discuss refinements to the site design, building materials, landscaping concepts, public spaces and connections to Church Creek Park.

OPEN HOUSE COMMENTS:

Along with the design boards and site plan schematics, four general questions were asked of the public. Their responses are consistent with the Steering Committees and are shown below.

Q: Are there any special features that are important to you as a Stanwood Citizen?

Responses:

- Ease of access
- Accessibility
- Would like more formal buildings. More trees and benches
- Practical and well apportioned for the uses it houses
- Solar and Access
- Solar (energy savings)
- Lots of trees in parking area

Q: How can the civic campus project be designed to reflect your vision of Stanwood?

Responses:

- Country – modern feel
- Natural material
- Buy more property for future expansion now

- Tying the local agricultural to the project is interesting. Barns / Silos / Pastures, etc.
- Rural/ Farming Community; Keep it warm
- Energy efficient solar panels; easy space to heat and cool

Q: What word(s) represent the City of Stanwood?

Responses:

- Community
- Mix of Old and New
- Heritage
- Inclusive

Q: What word(s) would you use to describe your civic building?

Responses:

- Natural materials
- An updated look at a historic civil building – not a barn or shed
- Take off on Craftsman Style
- I like the warm natural look and materials vs cold modern industrial materials

CITY COUNCIL OPTIONS

Next steps include selecting a site layout option and progressing with the design to incorporate building orientation, form, materials, lighting, landscaping, parking, access, public spaces and drainage.

- 1.) Select the Community Porch site design layout and continue to progress the design through the Steering Committee with additional public involvement.
- 2.) Request changes to the Community Porch site design layout and continue to progress the design through the Steering Committee with additional public involvement.
- 3.) Request additional information on the designs and bring back to a future Council meeting.

RECOMMENDED MOTIONS

I MOVE TO FORMALIZE THE SELECTION OF THE COMMUNITY PORCH SCHEMATIC AS THE PREFERRED ALTERNATIVE SITE DESIGN FOR THE STANWOOD CIVIC CAMPUS PROJECT AND TO CONTINUE WITH THE PROGRESSION OF THE DESIGN THROUGH THE STEERING COMMITTEE WITH ADDITIONAL PUBLIC INVOLVEMENT.

Exhibit A: Stanwood Civic Campus Project – Alternative Design Options

Inward Courtyard Design:

This design option orients the building towards the primary approach into the site and creates an inward facing community courtyard.

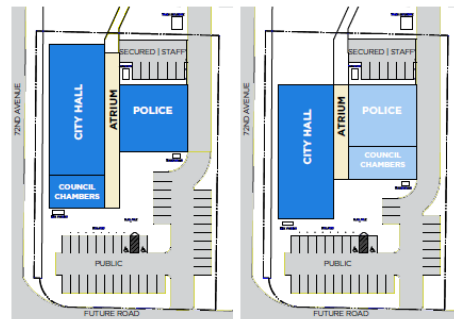
Design Pro's:

1. Presence from intersection
2. Ideal sun orientation
3. Overall simplified building form
4. Building signage and wayfinding at corner
5. Potential lower construction cost
6. Connection to Church Creek Park

Design Con's:

1. Reduced Street presence along 72nd Avenue

Inward Courtyard



SITE PLAN



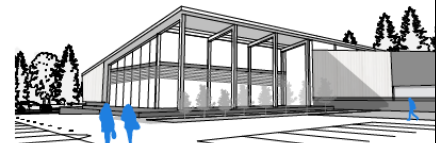
AERIAL VIEW



PERSPECTIVE



ELEVATION



PERSPECTIVE ENTRY

Parking Count
Public:
Secured | Staff:
Overflow:

STANWOOD CITY HALL/POLICE PLANNING
City of Stanwood

Public Open House
October 16, 2019

West Facing Design

While the structure orientation is similar to the Inward Courtyard design, this design option orientates the building in an outward facing expression of the Council Chambers towards the main entrance facing 72nd Avenue.

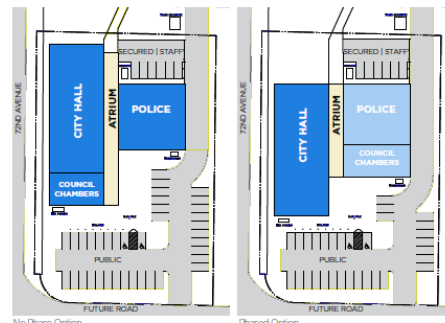
Design Pro's:

1. Pronounced public activity from street
2. Increased volume response of high school
3. Connection to Church Creek Park

Design Con's:

1. High level of sun exposure
2. Complex building form and roof line
3. Potential higher construction costs

West Facing



SITE PLAN

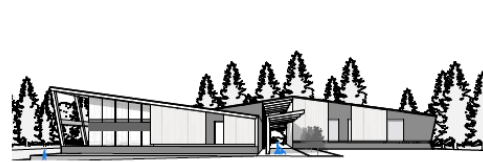


AERIAL VIEW

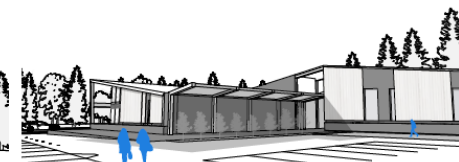
STANWOOD CITY HALL/POLICE PLANNING
City of Stanwood



PERSPECTIVE



ELEVATION



PERSPECTIVE ENTRY

Parking Count	
Public:	37/
Secured Staff:	06
Overflow:	28

Public Open House
October 16, 2019



Double Gable Design

This design option offers an agricultural aesthetic that contextually relates to Stanwood's history.

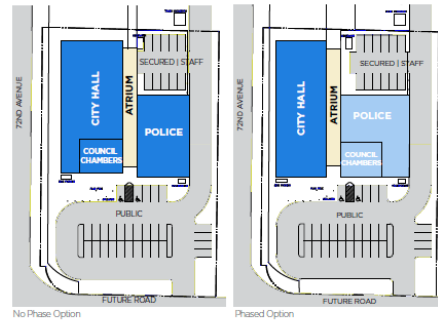
Design Pro's:

1. Equilibrium between City Hall and Police building
2. Simplified building form
3. Potential lower construction cost
4. Connection to Church Creek Park

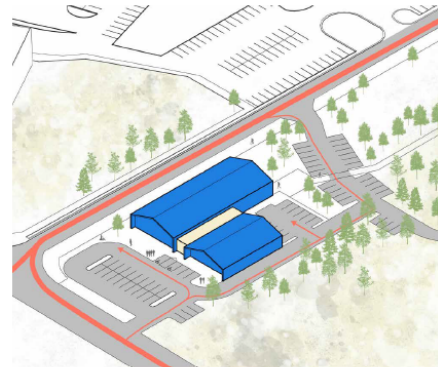
Design Con's:

1. Reduced presence at corner
2. Less defined entrance
3. Lower central corridor

Double Gable



SITE PLAN



AERIAL VIEW



PERSPECTIVE



ELEVATION



PERSPECTIVE ENTRY

Parking Count
Public:
Secured | Staff:
Overflow:

Exhibit B: Notes From Council's December 19, 2019 Workshop

The following is a summary of the notes taken from the December 19, 2019 worksession regarding the Stanwood Civic Campus project.

Issue	Concern	Response
Structural Design:	As an Essential Public Facility, will there be a need for any special construction techniques?	The building will be designed at 150% of the IBC requirements needed for seismic design and will include additional security measures to accommodate the needs of the Police Department.
	Is a second story needed and could a second story be added at a later date if needed?	There is sufficient site area to build as a single floor which is more cost effective: no need to elevators. It would be difficult to add a second floor at a later date due to building loads and foundation requirements.
Site Design:	Is a second access needed for the police? If not needed, would it be beneficial?	95% of the time the PD is responding from the field. However, the consultant will consider options in the site design to accommodate a second access into Church Creek Park. When asked at a later time, Chief Link responded that they would prefer a second access but it wasn't mandatory.
	Would the location next to the tree line at Church Creek Park create a potential forest fire hazard condition?	There is a narrow band of trees between the site and Church Creek Park. The trees will be thinned for access and visibility. The majority of the forested area is farther east near the creek.
	Ensure there is sufficient parking.	The design includes more parking than currently exists for both City Hall and the Police Station. With overflow parking and a pedestrian connection between the park and the civic campus there should be sufficient parking. The parking count will be verified in the next planning phase of the project.
	Consider how the site and building will be viewed from the public	The Community Porch concept pushes the building as far north as possible on the site, which is the highest point of the

Issue	Concern	Response
	roadway. How will the potential adjacent Vine Street development affect that view? The building needs to be recognizable as a City Hall.	property. This design works well from a visual aspect as well as design. Less grading and a gravity drainage design is the most economical. Staff and the consultants will evaluate the height differential between the Vine Street project and the Civic Campus project. Recommendations will be prepared on needed building designs to address site visibility.
Environmental:	Consider energy efficiencies such as solar power, HVAC systems, and rainwater capture.	Due to the slope of the Council Chamber roof line, solar panels may be possible. All of these items will be evaluated as the project proceeds.
Other Comments:		
▪ Ensure that the Police and Sheriff Departments review the plans. ▪ Ensure that the floor plan is functional for both the Police Department and City Hall. ▪ Like the facility located near the top of the hill area along the north property line. ▪ Like the Council Chambers separate from the general work spaces so that it can be used for off hour events. ▪ Needs a connection to Church Creek Park. ▪ Ensure there is enough space for the “100” year design. ▪ Like the cost savings of a single phase, but need a financing plan. ▪ Some concern about project timing: are we moving too fast? 2 Year Plan vs 10 Year Plan.		
General Consensus:		
▪ Proceed with the “Community Porch” concept; ▪ Prepare a financing plan for development of the property in a single phase; ▪ Confirm that the Police Department space is of sufficient size and functional; ▪ Consider site configuration options to add a second vehicle access through to Church Creek Park; and ▪ Continue working with the Steering Committee on building materials and integrating the site with Church Creek Park.		