

1. Agenda

Documents:

[5-10-2018 CDC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[MINERAL POINT PH II.PDF](#)  
[TWIN CITY IDLERS FUNDING.PDF](#)



# City Council Committee Meeting Agenda

## Community & Economic Development Committee

Stanwood-Camano School District  
Administration Building Board Room  
26920 Pioneer Highway, Stanwood

Thursday May 10, 2018 6:00 PM

- |                             |     |
|-----------------------------|-----|
| 1. Mineral Point Ph II      | 1-1 |
| 2. Twin City Idlers Funding | 2-1 |



**CITY OF STANWOOD  
COMMUNITY DEVELOPMENT COMMITTEE  
AGENDA STAFF REPORT**

**ITEM NUMBER:**

**DATE:** May 10, 2018  
**SUBJECT:** Mineral Point II – Final Plat  
**CONTACT PERSON:** Amy Rusko, Senior Planner  
**ATTACHMENTS:** A – Mineral Point II Final Plat

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**ISSUE**

The Community Development Committee is being asked to review the final plat of Mineral Point and allow the applicant to record the plat of Mineral Point Phase II.

**RECOMMENDATION**

1. Review and discuss the final plat of Mineral Point Phase II.

**SUMMARY STATEMENT**

The plat of Mineral Point was preliminarily approved for 76 new single family residential lots on approximately 19.92 acres. The plat was divided into three phases. The final plat for Phase I (20 lots) was recorded on December 11, 2017. The property fronts 68<sup>th</sup> Avenue NW to the west and abuts the Cederhome Elementary to the north. The Comprehensive Plan designation for the site was LDR – Low Density Residential and zoned SR 9.6 at the time of application.

**DISCUSSION**

City staff has reviewed and approved the final plat for Mineral Point Phase II (32 lots). The final plat maps are ready, however there are a few items that will need to be completed prior to the Mayor and city staff signatures.

Community Development and Public Works Departments, as of this date are in the process of approving the final items: a few items from the construction punch list, final inspection for the lift station building, receiving the necessary bonding paperwork and signing the as-builts. These items should be approved within the next week or two. These approvals do not alter the final plat layout or documents.

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

SMC 16.20.060(3) states

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

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

#### **FINANCIAL IMPACT**

Upon recording of the final plat, the plat will be recorded and each lot will contribute by paying property tax.

#### **COMMITTEE RECOMMENDATIONS**

- 1) Support approval final plat of Mineral Point as presented.
- 2) Suggest returning the final plat of Mineral Point to the applicant to make final correction or edits to the plat and/or final plat.

#### **RECOMMENDED ACTION**

No recommendation provided.

DEDICATION

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

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

TRACT 200 IS TO BE RETAINED BY **WEATHERBY I, LLC** FOR FUTURE DEVELOPMENT.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

**WEATHERBY I, LLC**, A WASHINGTON  
LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ITS: \_\_\_\_\_

**COASTAL COMMUNITY BANK**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ITS: \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS.

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

(SIGNATURE) \_\_\_\_\_

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

RESIDING AT \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_

DATED: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS.

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

(SIGNATURE) \_\_\_\_\_

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

RESIDING AT \_\_\_\_\_

MY APPOINTMENT EXPIRES: \_\_\_\_\_

SHEET INDEX  
SHEET 1 - DEDICATIONS AND APPROVALS, SURVEYORS CERTIFICATE  
SHEET 2 - EASEMENTS AND SECTION BREAKDOWN  
SHEET 3 - MAP SHEET, LOTS 16 THROUGH 47  
SHEET 4 - MAP SHEET, TRACT 200

LEGAL DESCRIPTION

TRACT 100, PLAT OF MINERAL POINT PHASE I, AS RECORDED UNDER AUDITOR'S FILE NUMBER 201709185007, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TITLE REPORT AND SCHEDULE B SPECIAL EXCEPTIONS

A TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NUMBER 500061626C, DATED DECEMBER 22, 20176, AND WAS RELIED UPON FOR TITLE INFORMATION. ACCORDING TO THIS DOCUMENT, THIS SITE IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

- A. SANITARY SEWER EASEMENT, RECORDED UNDER AFN 9705070446. NOTE: THIS EASEMENT IS NOW WITHIN THE RIGHT OF WAY OF 68TH AVENUE N.W.
- B. EASEMENT FOR INGRESS, EGRESS AND UTILITIES, RECORDED UNDER AFN 200612080323 AND 201612080324. THESE ARE BENEFICIAL EASEMENTS, AND ARE OFF-SITE.
- C. UTILITY EXTENSION, CAPACITY AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, RECORDED UNDER AFN'S 200612150273, 200612150274 AND 200612150275.
- D. UTILITY EXTENSION AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, RECORDED UNDER AFN 200809100348, BEING A RE-RECORDING OF AFN 200809080115.
- E. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 08-100436. RECORDED UNDER AFN 201104150377. RECORD OF SURVEY FOR SAID BOUNDARY LINE ADJUSTMENT HAS BEEN RECORDED UNDER AFN 201104155002.
- F. DISTRIBUTION EASEMENT, RECORDED UNDER AFN 201706070457. THIS EASEMENT IS OVER ALL STREETS AND RIGHTS-OF-WAY, AND A STRIP OF LAND ACROSS ALL LOTS, TRACTS AND OPEN SPACES PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF PUBLIC STREETS AND ROAD RIGHTS OF WAY. THIS EASEMENT IS WITHIN THAT PORTION SHOWN AS "UE" HEREON.
- G. DRAINAGE EASEMENT, RECORDED UNDER AFN 201709120563. THIS EASEMENT IS NOT SHOWN AS IT WILL BE RELEASED PRIOR TO RECORDING.
- H. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING AMY COVENANTS OR RESTRICTIONS, IF ANY INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AFN 201709075004.
- I. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, MITIGATION FEES, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING AMY COVENANTS OR RESTRICTIONS, IF ANY INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT OF MINERAL POINT PHASE I, RECORDED UNDER AFN 201709185007.
- J. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING AMY COVENANTS OR RESTRICTIONS, IF ANY INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDED UNDER AFN 201709250380.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT OF **MINERAL POINT PHASE II** IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE PLAT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF ALL LOCAL AND STATE STATUTES GOVERNING PLATTING AND WITH WAC 332-130-050.

\_\_\_\_\_  
**JOANNE M. SWANSON, P.L.S.**

CERTIFICATE NUMBER 34671

DATE: \_\_\_\_\_

ATTACHMENT A

APPROVALS

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

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, **2018**.

\_\_\_\_\_  
**CITY OF STANWOOD PLANNING DIRECTOR**

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

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, **2018**.

\_\_\_\_\_  
**CITY OF STANWOOD PUBLIC WORKS DIRECTOR**

THE CITY COUNCIL OF THE CITY OF STANWOOD, MEETING IN REGULAR SESSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, DID FIND THAT THE PLAT OF MINERAL POINT PHASE II SERVES THE PUBLIC USE AND INTEREST AND HAS AUTHORIZED THE MAYOR TO EXECUTE WRITTEN APPROVAL.

\_\_\_\_\_  
ATTEST: \_\_\_\_\_  
**MAYOR** **CITY CLERK DEPUTY**

SNOHOMISH COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE,

HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING \_\_\_\_\_ TAXES.

\_\_\_\_\_  
TREASURER, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ORCA LAND SURVEYING, INC., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, **2018**, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ **M.**, AND RECORDED IN VOLUME \_\_\_\_ OF PLATS, PAGE \_\_\_\_; UNDER A.F. NO. \_\_\_\_\_, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

\_\_\_\_\_  
AUDITOR, SNOHOMISH COUNTY **DEPUTY COUNTY AUDITOR**



PLAT OF  
**MINERAL POINT PHASE II**

IN THE SW 1/4 OF THE NE 1/4 & NW 1/4 OF THE SE 1/4  
OF SECTION 20, T.32N., R.4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON



JOB NO. 2017-091  
DATE: 12/01/2017  
DWG BY: JMS  
F.B. 1611, P. 40  
SHEET 1 of 4

O:\ORCA 2017\2017-091 Mineral Point Div 2\dwg\2017-091 MINERAL POINT FINAL PLAT PHASE II-AEE.dwg, DED 2-sht2, 1/11/2018 2:35:33 PM, 1:1

DRAINAGE FACILITY MAINTEANNCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF THE GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS DOCUMENT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

THE GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO THE GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF STANWOOD (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. THE CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

THE GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENSION PONDS, VAULTS, PIPES, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. THE CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY;
2. IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE THE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR THE GRANTOR TO PERFORM IT. IN THE EVENT THAT THE GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF THE CITY, IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE, WITHOUT PRIOR NOTICE TO THE GRANTOR. IN SUCH EVENT, THE CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE THE CITY OR PAY THE CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN THE CITY'S STATEMENT.
3. IF THE CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, THE CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF THE CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, THE CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGEMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

EASEMENT PROVISIONS

UTILITY EASEMENT

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

DRAINAGE EASEMENT

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE HOMEOWNERS ASSOCIATION, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

PRIVATE DRAINAGE EASEMENT (PDE)

EASEMENTS FOR THE PURPOSE OF CONVEYING LOCAL STORM WATER RUNOFF ARE HEREBY GRANTED IN THE AREAS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS. THE MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENTS, ESTABLISHED AND GRANTED HEREIN SHALL BE THE RESPONSIBILITY OF AND THE COST THEREOF SHALL BE BORNE EQUALLY BY, THE PRESENT AND FUTURE OWNERS OF THE LOTS SERVED BY SAID EASEMENTS, THEIR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, EXCEPT THAT THE OWNERS OF ANY LOWER UNIT SHALL NOT BE RESPONSIBLE FOR THE EASEMENT ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

THE PRIVATE DRAINAGE EASEMENTS ARE AS FOLLOWS:

- |                                                             |                                                             |
|-------------------------------------------------------------|-------------------------------------------------------------|
| PDE WITHIN LOT 20 IS FOR THE BENEFIT OF LOTS 20 AND 21;     | PDE WITHIN LOT 22 IS FOR THE BENEFIT OF LOTS 22 AND 23;     |
| PDE WITHIN LOT 24 IS FOR THE BENEFIT OF LOTS 24 AND 25;     | PDE WITHIN LOT 27 IS FOR THE BENEFIT OF LOTS 26 AND 27;     |
| PDE WITHIN LOT 29 IS FOR THE BENEFIT OF LOTS 28 AND 29;     | PDE WITHIN LOT 31 IS FOR THE BENEFIT OF LOTS 30 AND 31;     |
| PDE WITHIN LOTS 36-38 IS FOR THE BENEFIT OF LOTS 36-39;     | PDE WITHIN LOTS 33 AND 34 IS FOR THE BENEFIT OF LOTS 33-35; |
| PDE WITHIN LOTS 41 AND 42 IS FOR THE BENEFIT OF LOTS 40-43; | PDE WITHIN LOTS 45 AND 46 IS FOR THE BENEFIT OF LOTS 44-46; |
| PDE WITHIN LOT 47 IS FOR THE BENEFIT OF LOT 48, PHASE III;  | PDE WITHIN LOT 16 IS FOR THE BENEFIT OF LOT 15, PHASE III   |

NOTES:

1. THE LOTS WITHIN THIS SUBDIVISION SHALL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE BENEFIT OF THE STANWOOD-CAMANO SCHOOL DISTRICT, TO BE DETERMINED BY THE CERTIFIED AMOUNT WITH THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO ISSUANCE OF EACH BUILDING PERMIT, IN ACCORDANCE WITH THE PROVISIONS OF SMC 17.153.
2. THE DWELLING UNITS WITHIN THIS DEVELOPMENT ARE SUBJECT TO FIRE IMPACT FEES IN THE AMOUNT OF \$200.00 PER NEWLY APPROVED DWELLING UNIT. PAYMENT OF THESE MITIGATION FEES IS REQUIRED PRIOR TO ISSUANCE OF EACH BUILDING PERMIT IN ACCORDANCE WITH THE PROVISION OF SMC 17.151 AND THE DEVELOPMENT AGREEMENT. THE PER DWELLING UNIT FEE STATED HEREIN WILL REMAIN IN EFFECT FOR A PERIOD OF FIVE (5) YEARS FROM FEBRUARY 4, 2010 .
3. THE DWELLING UNITS WITHIN THIS DEVELOPMENT ARE SUBJECT TO THE PROVISIONS OF SMC 17.112, ARCHITECTURAL DESIGN STANDARDS. FENCING SHALL BE REVIEWED BY THE CITY AT THE TIME OF SITE DEVELOPMENT PLAN REVIEW.

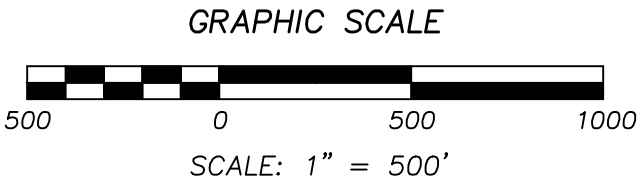
EQUIPMENT & PROCEDURES

INSTRUMENTATION: LEICA TORM1205 TOTAL STATION  
LEICA APX1200 GPS UNIT

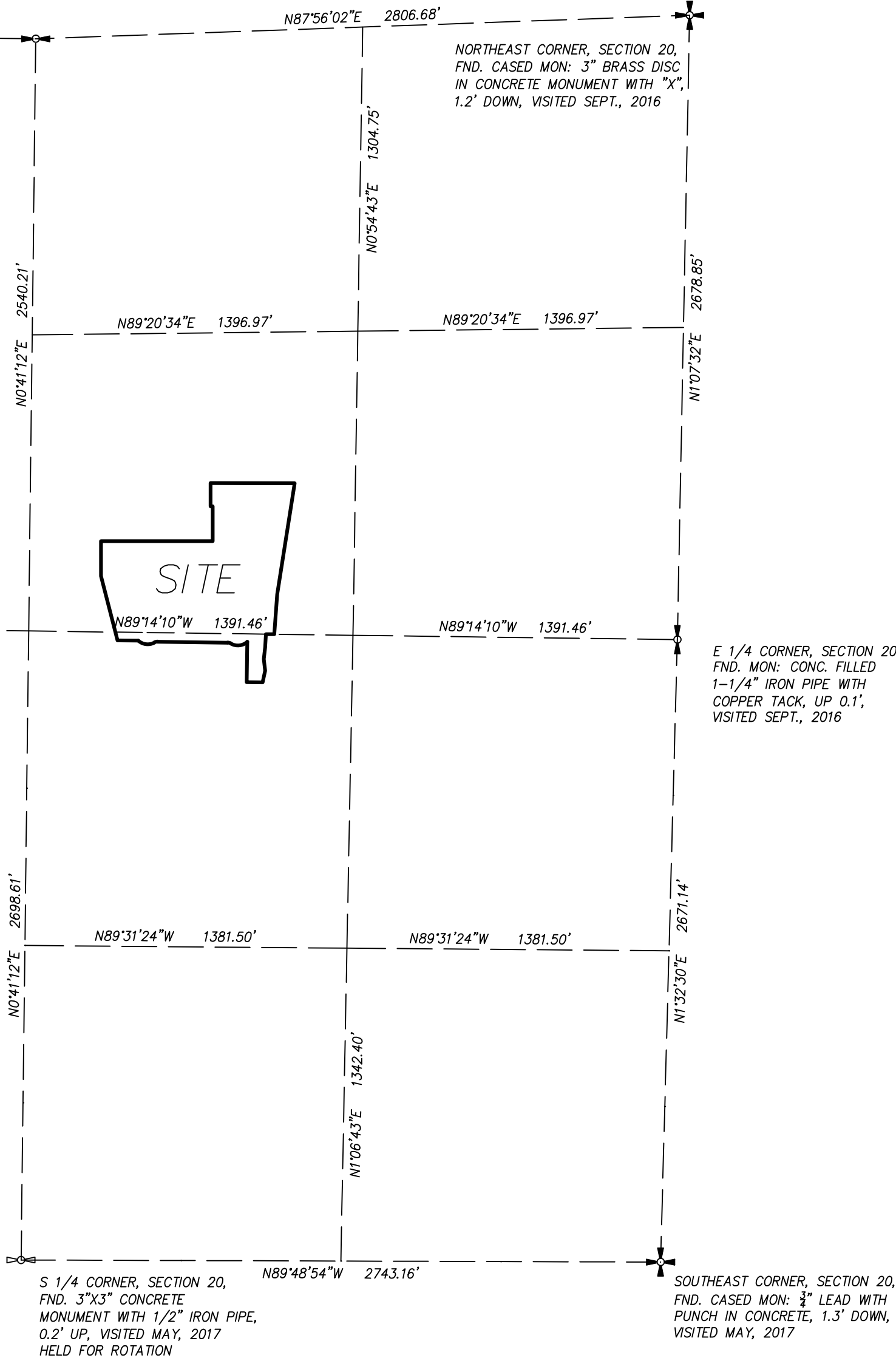
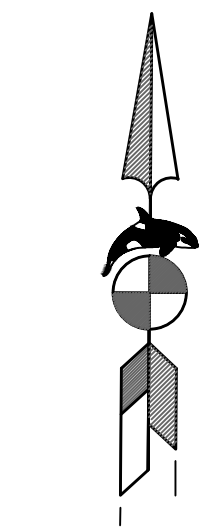
METHOD OF SURVEY: FIELD TRAVERSE AND GPS LOCATION OF EXISTING MONUMENTATION

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

BASIS OF BEARING: THE FOUND MONUMENTS AT THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, TAKEN AS NORTH 00°41'12" EAST. ASSUMED DATUM



W 1/4 CORNER, SECTION 20,  
FND. CASED MON: CONC. FILLED  
FILLED 2.75" BRASS DISK  
WITH PUNCH, LS 19645, 0.4'  
DOWN, VISITED MAY, 2017



SECTION BREAKDOWN

REFERENCES:

- (R1) PLAT OF RIDGELAND ESTATES, AFN 200602215094  
(R2) PLAT OF CEDARHOME ESTATES, AFN 200504145430



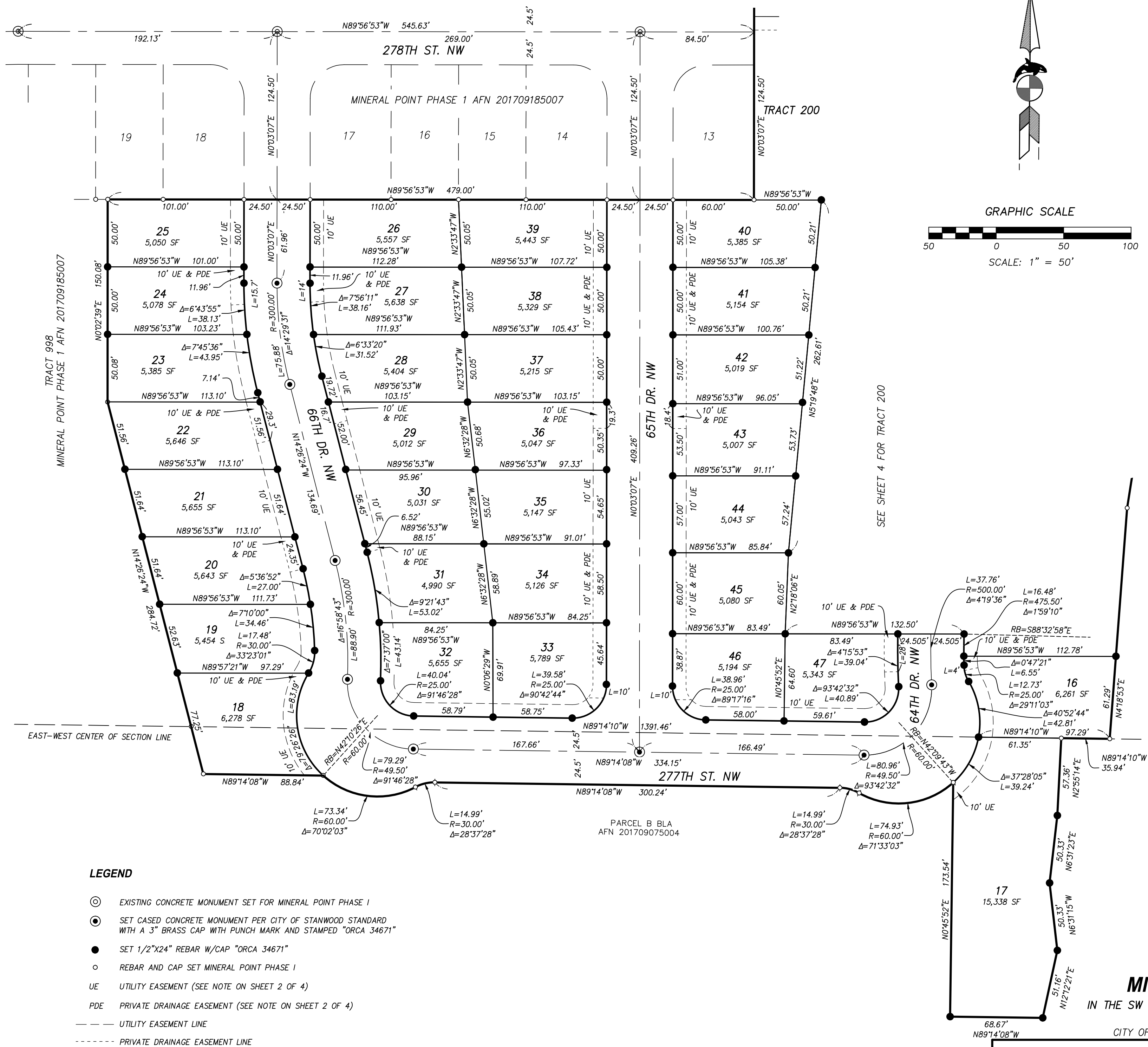
PLAT OF  
MINERAL POINT PHASE II

IN THE SW 1/4 OF THE NE 1/4 & NW 1/4 OF THE SE 1/4  
OF SECTION 20, T.32N., R.4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

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

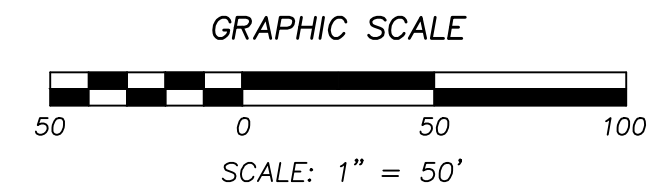
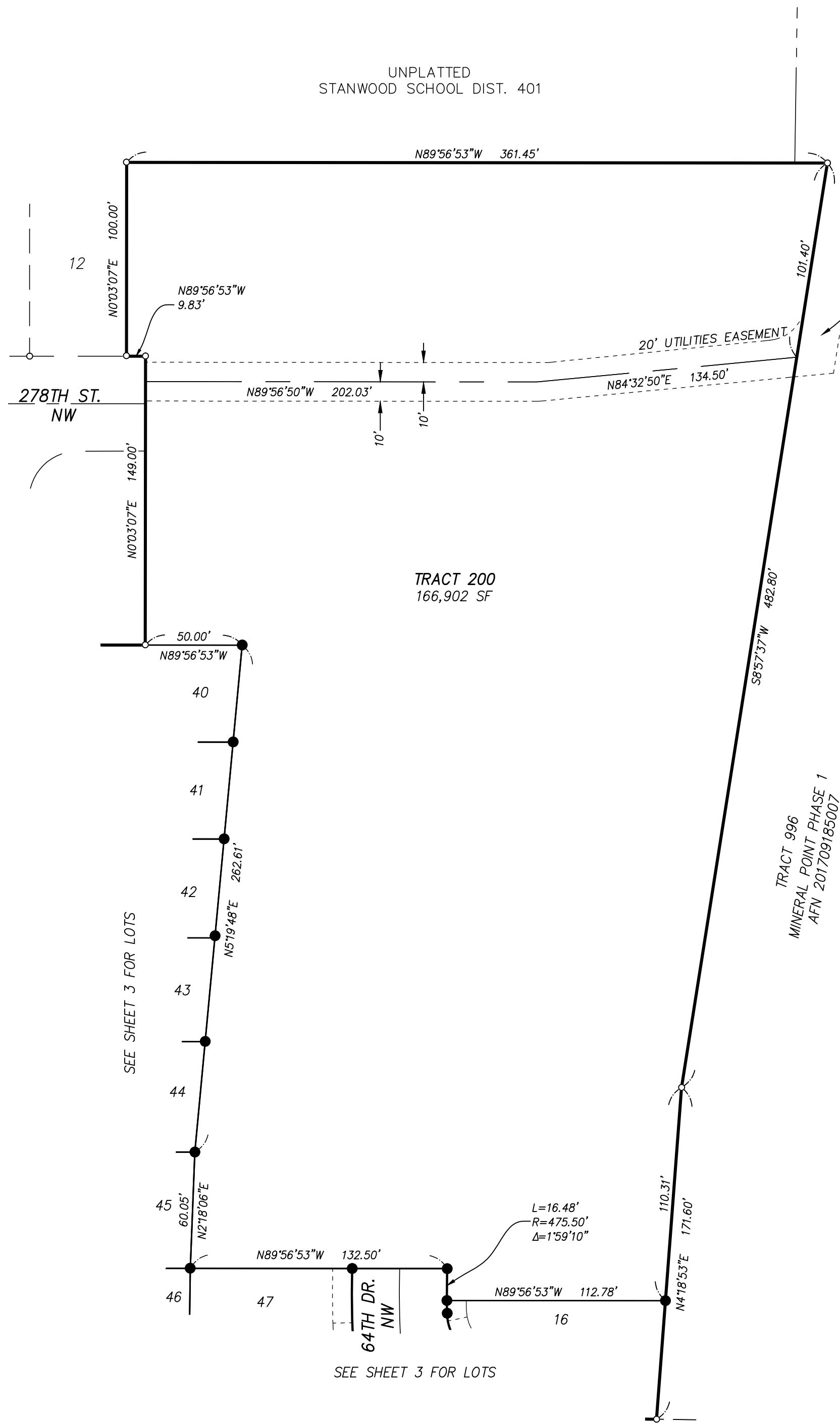
JOB NO. 2017-091  
DATE: 12/01/2017  
DWG BY: JMS  
F.B. 1611, P. 40  
SHEET 2 of 4

AFN\_\_\_\_\_



O:\ORCA 2017\2017-091 Mineral Point Div 2.dwg 2017-091 MINERAL POINT FINAL PLAT PHASE II-AEE.dwg, MAP 2-sh4, 1/11/2018 2:35:43 PM, 1:1

MINERAL POINT PHASE I  
AFN 201709185007



**LEGEND**

- ⊙ EXISTING CONCRETE MONUMENT SET FOR MINERAL POINT PHASE I
- SET CASED CONCRETE MONUMENT PER CITY OF STANWOOD STANDARD WITH A 3" BRASS CAP WITH PUNCH MARK AND STAMPED "ORCA 34671"
- SET 1/2"X24" REBAR W/CAP "ORCA 34671"
- REBAR AND CAP SET MINERAL POINT PHASE I
- UE UTILITY EASEMENT (SEE NOTE ON SHEET 2 OF 4)



**PLAT OF  
MINERAL POINT PHASE II**

IN THE SW 1/4 OF THE NE 1/4 & NW 1/4 OF THE SE 1/4  
OF SECTION 20, T.32N., R.4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

**ORCA Land Surveying**

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

JOB NO. 2017-091  
DATE: 12/01/2017  
DWG BY: JMS  
F.B. 1611, P. 40  
SHEET 4 of 4



**CITY OF STANWOOD  
COMMUNITY DEVELOPMENT COMMITTEE  
AGENDA STAFF REPORT**

**ITEM NUMBER:**

**DATE:** May 10, 2018

**SUBJECT:** Twin City Idlers Funding

**CONTACT PERSON:** Ryan C. Larsen, Community Development Director

**ATTACHMENTS:** A. Twin City Idlers Contract

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**ISSUE**

The issue in front of the Community Development Committee is to review the request from Twin City Idlers for financial support of the Twin City Idlers car show.

**RECOMMENDATION**

1. Review and discuss the request from Twin City Idlers for financial support of the Twin City Idlers car show.

**SUMMARY STATEMENT**

Twin City Idlers approached the City of Stanwood for a city contribution towards their annual Idlers event held on Sunday, June 24, 2018.

**DISCUSSION**

City staff brought this issue to the Community Development Committee previously at their April 13, 2017 meeting. Two members from the Idlers were in attendance: Les Anderson and Clarke Hamm, both Governors of the Idlers. They indicated to the Committee that nearly 500 to 600 cars come to the show and the attendance ranges from 7,000 to 10,000.

The Idlers use the funding from the car show to donate to organizations such as the Camano and Stanwood Senior Center, Resource Center, and the Soap Box Derby. The Idlers stated that they deplete their bank account so they have just enough to run the club the following year. The intent of depleting the account is to provide funding to separate organizations and scholarships as indicated above. They also discussed that

the City logos are already provided by the Idler's on several of their signs throughout the community.

The Idlers are asking for financial assistance for this year's event as well as future events.

### **FINANCIAL IMPACT**

The funding of \$500.00 will come from the General Fund Tourism Promotion and Marketing account. This event was not budgeted for in the 2017 and 2018 bi-annual budget or the monies within the Tourism Promotion and Marketing account.

### **COMMITTEE RECOMMENDATIONS**

- 1) Support the \$500.00 contribution for the Twin City Idlers event.
- 2) Do not support the \$500.00 contribution for the Twin City Idlers event.

### **RECOMMENDED ACTION**

No recommendation provided.

# **ATTACHMENT A**

## **DRAFT DRAFT DRAFT**

### **SERVICE PROVIDER AGREEMENT BETWEEN CITY OF STANWOOD AND TWIN CITY IDLERS, A WA NON-PROFIT FOR TOURISM PROMOTION SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation (“City”), and Twin City Idlers , a Washington Non-profit Corporation ("Provider").

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

#### **ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with services regarding tourism promotion services as described in Article II. The general terms and conditions of the relationship between the City and the Provider are specified in this Agreement.

#### **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 Provider unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Provider’s profession.

#### **ARTICLE III. OBLIGATIONS OF THE PROVIDER**

**III.1 MINOR CHANGES IN SCOPE.** The Provider 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 Provider 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 Provider 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 Provider to the City, and upon completion of the work shall become the property of the City, except that the Provider may retain one copy of the work product and documents for its records. The Provider will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Provider 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 Provider, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Provider 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.

Provider 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 Provider.

**III.3 TERM.** The term of this Agreement shall commence on June 1, 2017 and shall terminate at midnight, December 31, 2017. The parties may extend the term of this Agreement by written mutual agreement.

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

**III.5 INDEMNITY.**

a. **Indemnification / Hold Harmless.** Provider 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 Provider 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 Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence.

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider'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 Provider with notice of a public records request per Paragraph IV. 3 b, Provider 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 Providers violation of the Public Records Act RCW 42.56, or Provider'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.6 INSURANCE.**

a. **Insurance Term**

The Provider 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 Provider, its agents, representatives, or employees.

b. **No Limitation**

Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Provider 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 - Provider 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 Provider'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 Provider's profession.

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

Provider 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/Provider'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 Provider receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Provider 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 Provider 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 Provider is acknowledging and representing that required insurance is active and current. Provider 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 Provider before commencement of the work. Further, throughout the term of this Agreement, the Provider shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Provider's insurance coverage shall be primary insurance as respect the City. The Provider'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 Provider'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 Provider 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 Provider 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 Provider from the City.

**k. Public Entity Full Availability of Provider Limits**

If the Provider 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 Provider, irrespective of whether such limits maintained by the Provider 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 Provider.

**III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Provider 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 Provider further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Provider understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Provider 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.8 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Provider agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.9 LEGAL RELATIONS.** The Provider shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Provider 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.10 INDEPENDENT CONTRACTOR.**

a. The Provider and the City understand and expressly agree that the Provider is an independent contractor in the performance of each and every part of this Agreement. The Provider 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 Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Provider shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Provider 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 Provider 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 Provider performs hereunder.

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

**III.11 CONFLICTS OF INTEREST.** The Provider agrees to and shall notify the City of any potential conflicts of interest in Provider'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 Provider 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/SUBPROVIDERS.**

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

b. The Provider must verify that any subcontractors/subProviders they directly hire meet the responsibility criteria for the project. Verification that a

subcontractor/subProvider has proper license and bonding, if required by statute, must be included in the verification process.

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

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

## **ARTICLE IV. OBLIGATIONS OF THE CITY**

### **IV.1 PAYMENTS.**

a. The Provider 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 Provider under this Agreement exceed \$500.00 without the written agreement of the Provider 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 Provider a mutually agreed amount.

b. The Provider shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Provider 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 Provider'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 Provider 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 Provider 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 Provider 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 Provider 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 Provider with a copy of the Records Request and the Provider shall provide copies of any City records in Provider's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Provider 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:

Clarke Hamm  
Twin City Idlers  
PO Box 906  
Stanwood, WA 98292

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

Leonard Kelley, Mayor  
City of Stanwood  
10220 270<sup>th</sup> Street NW  
Stanwood, WA 98292

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 Provider.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Provider 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF STANWOOD

Twin City Idlers, WA Non-Profit

By \_\_\_\_\_  
Leonard Kelley, Mayor

By \_\_\_\_\_  
Clarke Hamm, Governor

Approved as to form:

\_\_\_\_\_  
Grant Weed, City Attorney

**Exhibit A**  
**Scope of Services**

Twin City Idlers will hold “Twin City Idlers Car Show” on June 25, 2017 on 271<sup>st</sup> Street NW, between 84th Avenue NW and approximate 94th Dr. NW. The funding provided through this grant application award shall be utilized for advertising the event only. The City has awarded the following grant amount:

|                |                 |
|----------------|-----------------|
| 1. Advertising | <u>\$500.00</u> |
|----------------|-----------------|

|       |          |
|-------|----------|
| TOTAL | \$500.00 |
|-------|----------|

Excluded activities for grant funding include:

- i. Promotional activities that reach a specific small target audience already located solely within Stanwood/Camano Island;
- ii. Salaries toward any event management;
- iii. Fund raising events for the benefit of the promotion;
- iv. Funds toward the operation of business or philanthropic groups.