

1. Agenda

Documents:

[07-12-18 CDC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[CHAMBER CONTRACT GLASS QUEST AND ADDENDUM.PDF](#)
[ECONOMIC DEVELOPMENT BOARD.PDF](#)
[PLANNING COMMISSION EXTENDED AGENDA.PDF](#)
[STAFF REPORT.PDF](#)



City Council Committee Meeting Agenda

Community & Economic Development Committee

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

Thursday July 12, 2018 6:00 PM

1. Election of Committee Chair
2. Revisions to Economic Development Board Resolution
3. Glass Quest Addendum #2
4. Update of Code Amendments
 - 4.1 Final Plat Procedures
 - 4.2 Industrial Code Amendment
 - 4.3 Extended Planning Commission Agenda

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD
AND CAMANO ISLAND CHAMBER OF COMMERCE
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, a Washington State municipal corporation ("City"), and Camano Island Chamber of Commerce, a Washington 501 (C)(6) non-profit organization ("Consultant").

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 consultant services regarding organization and promotion of the 2017 Great Northern Glass Quest as described in Article II. The general terms and conditions of the relationship between the City and the Consultant 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 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 1, 2017 and shall terminate at midnight, April 30, 2017. 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. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** 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 and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (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.

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

- (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.

d. **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.

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

f. **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.

g. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

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.

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 is 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 A:

)

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 \$2,500.00 (two thousand and five hundred dollars) 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 Cities. The Consultant shall maintain time and expense records and provide them to the Cities 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. 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.

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:
Karla Jacks, President
848 N. Sunrise Blvd #4
Camano Island, WA 98282

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

Leonard Kelley, Mayor
10220 270th 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 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 VI.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.

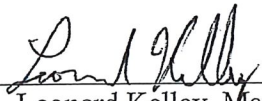
V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

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.

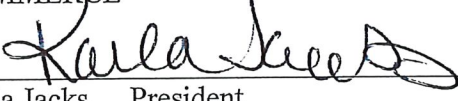
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 26th day of January 2017.

CITY OF STANWOOD

By 
Leonard Kelley, Mayor

CAMANO ISLAND CHAMBER OF
COMMERCE

By 
Karla Jacks, President

Approved as to form:

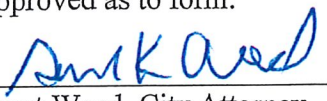

Grant Weed, City Attorney

Exhibit A

Scope of Services

Event Coordination:

- Create timeline & initial budget
- Streamline the event based on feedback from 2015 participants and visitors
- Develop the 2016 packets for participating businesses and sponsors
- Recruit volunteers to help in all phases of the project
- Sign up Sponsors and Businesses – collect paperwork & checks, then give checks to chamber
- Provide regular updates and communication to Sponsors/Businesses and Chamber/City
- Review income & expenses monthly with Chamber treasurer & City
- Coordinate the creation of the poster/rack cards/ brochures with Jim Shipley
- Coordinate the paid advertising campaign – reserve ad space, work with Camano Chamber on invoices & payments, work with Jim Shipley who will create the ad files
- Order glass balls from Mark Ellinger
- Coordinate volunteers to put the host bags together
- Coordinate & promote Kick-Off Party, open to the public
- After event, collect materials & feedback from Host Businesses
- Write a Wrap-Up summary report for Chamber

Marketing & PR:

- Update web site, fb page, attend chamber meetings, etc.
- Submit PR calendar announcements and Press Releases – be the media contact for event
- Coordinate volunteers to distribute posters & brochures
- Answer phone calls and emails from the public and the press
- Represent the Quest at chamber meetings and other networking events
- Encourage our community to embrace the event

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STANWOOD
AND CAMANO ISLAND CHAMBER OF COMMERCE
FOR CONSULTANT SERVICES**

This Supplemental Agreement No. 1 is made and entered into on the 9th day of November, 2017, between the City of Stanwood, hereinafter called the "City" and Camano Island Chamber of Commerce, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for services regarding organization and promotion of the 2017 Great Northern Glass Quest, hereinafter called the "Project," said Agreement being dated January 26, 2017 (Contract Number 2017-26);

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 26, 2017 (Contract Number 2017-26), shall remain in full force and effect, except as modified in the following sections:

1. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$2,500.00 and shall read as follows: "In no event shall the compensation paid to Consultant under the Agreement exceed \$5,000.00."

The Total Amount payable to the Consultant is summarized as follows:

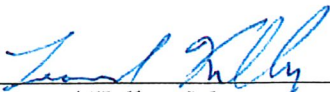
Original Agreement	\$2,500.00
Supplemental Agreement No.1	<u>\$2,500.00</u>
Grand Total	\$5,000.00

2. 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 to terminate at midnight December 31, 2018.

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

CAMANO ISLAND
CHAMBER OF COMMERCE

By 
Leonard Kelley, Mayor

By 
Karla Jacks, President

ATTEST/AUTHENTICATED:


David A. Hammond, City Clerk

APPROVED AS TO FORM:


Grant Weed, City Attorney

RESOLUTION 2014-04

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON ESTABLISHING AN ECONOMIC DEVELOPMENT BOARD

WHEREAS, The Economic Development Element of the Comprehensive Plan Goal EDG-1 states: *EDG-1 Promote economic vitality defined as a lively growth oriented business climate that supports a wide range of private and public investment resulting in development and business activity that diversifies the City's tax base and provides both employment and consumer shopping opportunities for city and unincorporated area residents*; and

WHEREAS, the Economic Development Element is implemented in part through the Economic Development Action Plan; and

WHEREAS, the City Council adopted an Economic Development Action Plan in July 2010; and

WHEREAS, the Economic Development Action Plan calls for cultivating a culture supportive of economic development; and

WHEREAS, the Economic Development Action Plan calls for engaging with key community partners; and

WHEREAS, the Economic Development Action Plan includes a wide range of suggestions from programs and initiatives to improve the economic viability of the Stanwood community; and

WHEREAS, these programs and initiatives require additional prioritization and review for efficient implementation; and

WHEREAS, the City administration convened an Economic Development Working Group as an ad hoc study group with representatives from the business community and local service organizations in 2013; and

WHEREAS, the Economic Development Working Group met periodically over the last year and provided prioritization and input on issues and programs; and

WHEREAS, the Economic Development Working Group could provide increased assistance and a stronger voice in the public process if the role and responsibilities of the group were defined; and

WHEREAS, the City Council desires to engage a citizen committee on a more permanent basis to provide a voice on issues such as economic development incentives, tourism, special events and support for local business;
Now therefore be it resolved that:

**THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON HEREBY
ESTABLISHES AN ECONOMIC DEVELOPMENT BOARD WITH THE FOLLOWING
ORGANIZATION, ROLES, AND RESPONSIBILITIES.**

1. Term

The Economic Development Board shall be established for a period of four years. At the end of the four year period the organization and effectiveness of the Committee shall be evaluated and the Committee may be reconvened for a longer term as determined by the City Council

2. Membership

- a. 7 voting members, representing a cross section of the business community, appointed by the Mayor with City Council ratification.
- b. Initial terms shall be staggered so that the entire committee does not change at the same time in the future.
 - i. 4 two year terms
 - ii. 3 one year terms
 - iii. All terms become 2 year after the initial terms expire

3. Composition of the Board

- c. Stanwood business community with 7 at large members located within the boundaries of the Stanwood Camano School District
- d. The City Administrator and Mayor as non-voting members

4. Staffing

- a. Staffing: As determined by the Mayor and/or City Administrator

5. Meeting

- a. Monthly at a time established by the Board

6. Responsibilities

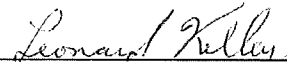
- a. Provide a communication link between the city and the business community.
- b. Advise the City on implementation of the Economic Development Work Program.
- c. Advise the City on the business perspective on a range of policy issues such as capital planning, zoning amendments and land use policy plans.
- d. Advise the city on grant applications for 1) special events grants that benefit Stanwood and 2) small capital projects grants benefiting Stanwood Downtown.

7. Authority

- a. The Board shall be an advisory body to the Stanwood Mayor and City Council.
 - i. Special Events and small capital grants recommendations on specific line item budgeted programs shall be made to the Mayor consistent with city adopted Uniform Procurement Policies adopted in Resolution 13-02.
 - ii. All other recommendations addressing work program, policy issues and economic development related budgets issues shall be made to the City Council.

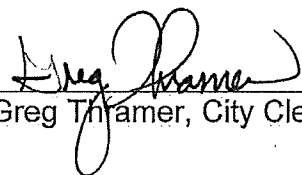
PASSED and APPROVED by the City Council of the City of Stanwood this 27th day of March, 2014

CITY OF STANWOOD



Mayor Leonard Kelly

ATTEST:



Greg Tramer, City Clerk

Planning Commission Extended Agenda:

Below is the tentative Planning Commission extended agenda:

Date	Topic
July 9	Shoreline Primer Brewery
July 23	Public Hearing: Final Plat Procedures Public Hearing: Industrial Code Amendment
August 13	Cell Tower Code Amendment A-Board Signs
August 27	Cancelled
September 10	Presentation: Alliance for housing Affordability Stanwood Housing and Population Trends
September 24	Shoreline Master Plan Update Land Use / GMA Primer
October 8	Hearing Examiner Proposed Code Amendments
October 22	
November 12	
November 26	Cancelled?
December 10	
December 24	Cancelled



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

DATE: July 12, 2018 Meeting

SUBJECT: July CDC Topic

FROM: Patricia Love, Community Development Director

EXHIBITS: 1) Resolution 2014-04 Establishing an Economic Development Board
2) Camano Island Chamber of Commerce Contract for Glass Quest
3) Addendum #1 to CICOC Glass Quest Contract

Election of Committee Chair:

At the first meeting of each calendar year, committees generally elect a chair and no councilmember may serve as chair for more than one committee. A simple majority of the committee members elects the Chair. Now that the CDC vacancy has been filled, it is appropriate to elect a chair who will serve as the chairperson throughout the remainder of 2018.

Revisions to Economic Development Board Resolution:

The Economic Development Board was established in 2014 to act as a liaison group between the business community and the City. The purpose of the Board is to:

1. Provide a communication link between the City and the business community.
2. Advise the City on implementation of the Economic Development Work Program.
3. Advise the City on business perspectives on a range of policy issues such as capital planning, zoning amendments and land use policies.
4. Advise the City on grant applications for 1) special events grants that benefit Stanwood and 2) small capital projects grants benefiting Stanwood Downtown.

Resolution 2014-04 (Exhibit 1) established an initial four (4) year Board term after which its effectiveness was to be evaluated and reconvened for a longer term as determined by the City Council. The initial four (4) year term expired on March 27, 2018.

Both City staff and the Board have expressed interest in continuing the partnership. City staff values the perspective of the business community on policy issues facing the City. The issue before the Community and Economic Development Committee is whether the term of the Economic Development Board should be continued or extended. Options include:

- Extend the term of the Board indefinitely;
- Extend the term of the Board another four (4) years;

- Extinguish the Board; or
- Any other recommendation by the CDC

Based on the Committee's recommendations, a new resolution will be prepared for action by the City Council.

Glass Quest Addendum #2:

Glass Quest is a popular 10-day treasure hunt in Stanwood and Camano Island held each February where people search for "clue balls" containing tickets for unique hand-blown glass balls. These balls are strategically hidden in local parks and along walking trails. The Camano Island Chamber of Commerce, the City of Stanwood and local businesses sponsor the event annually: 2018 was the 9th year of the event.

In 2017 the City entered into a contract agreement with the Camano Island Chamber of Commerce to support the Glass Quest event in the amount of \$2,500 (Exhibit #2). In Late 2017 an addendum to the original agreement provided an additional \$2,500 to support the 2018 event (Exhibit #3). Historically, these contracts have been managed separately from the special event grants just approved by the City Council.

The event brings "thousands" of people to Stanwood and Camano Island from all over the northwest and beyond. The Camano Island Chamber is requesting that the City continue their sponsorship of the event for the next budget biennium (2019-2020) in the amount of \$5,000: \$2,500 per year.

If the Committee is in favor of continuing its support of the Glass Quest event, staff will prepare Addendum #2 to the original contract for Council approval and include the funds in the 2019 – 2020 preliminary budget.

Code Amendments Update:

The Planning Commission is currently working on two code amendments that will be brought forward to the full Council in the next few months: Final Plat Procedures and Industrial Zones Performance Standards.

Final Plat Procedures Code Amendment:

Changes in state law recently granted local governments the authority to administratively approve final plats. Stanwood has historically required final plats (subdivisions of 10 or more lots) to be approved by the City Council. The new law allows a jurisdiction's administrative staff, such as the Community Development and Public Works Director, to approve final plats if the project conforms to the conditions of approval and the associated infrastructure is in place.

Subdivision of land occurs in three distinct phases: preliminary plat, plat construction and final plat. The land use law associated with each phase is also very distinct regarding a city's legal authority to regulate that process.

Platting Phase:	Process & Legal Authority
<i>Preliminary Plat</i>	Applications for preliminary plat are reviewed against the City's adopted subdivision, zoning, environmental, and development standards for compliance with land use regulations as well as for overall life, health, welfare requirements. Public comments are solicited several times during the review stage of the permit: open comment period, during environmental review process and at the public hearing. The Hearing Examiner makes a formal decision to either approve, approve with conditions, or deny the preliminary plat application at the conclusion of the public review process. Conditions may be attached to the approval which have a direct relationship to the projects impacts; this is call "nexus", and to the size of that impact, which is commonly referred to as "proportionality". Upon approval of a plat, all of the building, environmental, and site development issues have been resolved. The applicant now has a legal right to build without any further requirements imposed by the City.
<i>Plat Construction</i>	Applicants have between five and 10 years to construct their plat depending on the date of plat approval. Projects vest at the time of preliminary plat approval with the conditions required at that time. No new conditions can be added to the project. During this phase of the development, the applicant submits for final construction plan approval and builds out the plat per the approved plans and conditions of approval. At critical milestones in the development process, city and special district staff inspect the site improvements to ensure compliance with the approved plans and conditions. Typical site improvements include roads, utilities, storm water, environmental enhancements, and park improvements.
<i>Final Plat</i>	Once all of the site improvements have been constructed and inspected per the approved plan, the applicant can apply for final plat approval. At the final plat approval stage, the process is essentially administrative: the city verifies all conditions of preliminary plat have been met and site improvements are installed per plan approval. If the City finds that the plat conforms to the preliminary approval, the City must approve the final plat. Once the final plat has been approved, the developer can begin building out the lots or sell the property.

State law changed to ensure that the final plat process remains an administrative process. With final plats requiring approval by the City Council, elected officials have in the past tried to impose additional

conditions on a project based on community comments or concerns. These types of actions have led to lawsuits and exposed cities to legal liability with the potential of paying financial damages to applicants.

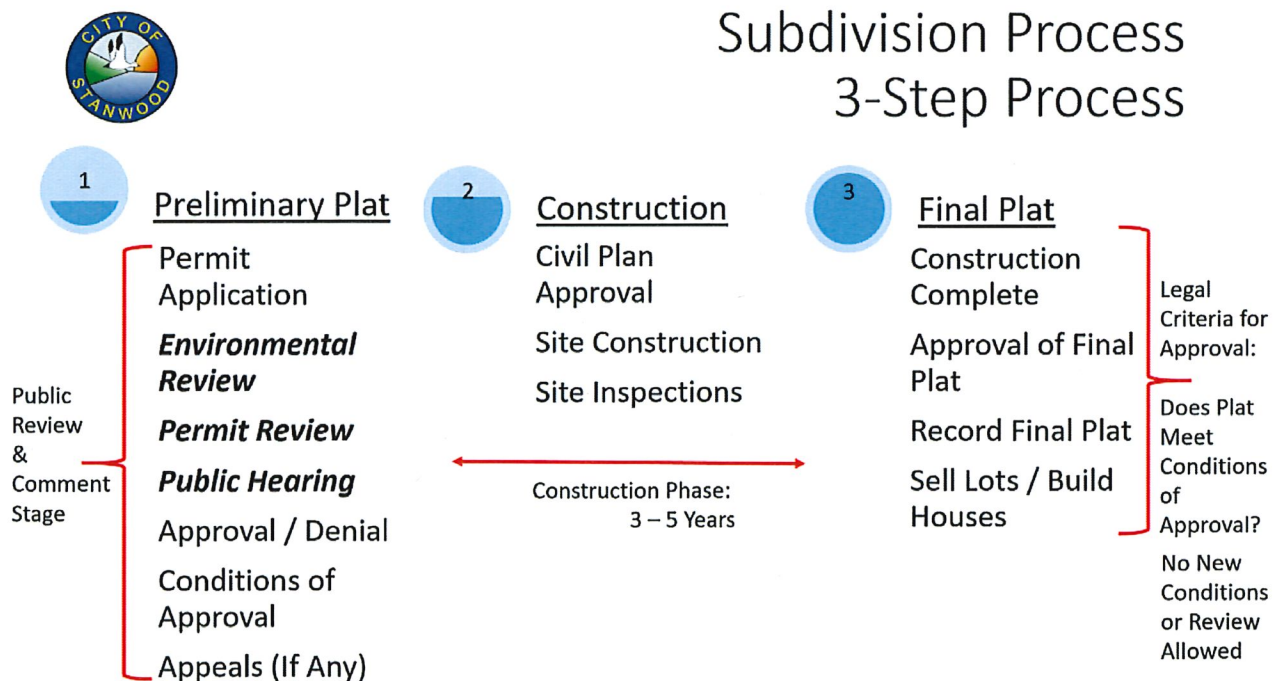
Secondly, the process was also changed in simplify and streamline the final plat process. Because cities have no option but to approve a final plat if all the conditions of preliminary plat approval have been met, the process of obtaining City Council approval can be lengthy in some jurisdictions.

The purpose of final plat is to determine whether conditions of preliminary plat approval have been satisfied. Final plat approval is not discretionary. By having a final plat reviewed in a public meeting or hearing adds time and confusion to the process: the public and local officials think they have the opportunity to add conditions to a project when in fact there is no such authority by law. Staff recommends changing the code to allow administrative review of final plats.

Several sections of the municipal code will need amending to change the final plat process, including:

- Title 16 – Subdivisions
 - Final Plat Approval
 - Duration of Approval
 - Filing of Record
 - Appeals
- Title 17 - Zoning
 - Permit Procedures
 - Permit Types

The draft code amendment is scheduled for a public hearing with the Planning Commission on July 23, 2018.



Industrial Zones Performance Standards:

There has been a request by several members of the community to make changes to the Light Industrial and General Industrial zone regarding air quality, odor, and dust. Industrial zones are intended for light or heavy industrial types of uses such as manufacturing and food processing. In general, industrial zones are located away or are buffered from commercial and residential uses; however, in Stanwood's case the Light Industrial and General Industrial zones, in many cases, are located directly adjacent to businesses and residents that could be negatively impacted by foul odors.

The draft code amendment includes new performance standards for the Light and General Industrial zone that supports the City's Comprehensive Plan's economic development goals while still protecting adjacent properties from potential non-intended adverse effects such as odors, smoke, and dust that would discourage people from enjoying shopping and dining downtown or from being able to enjoy their property while outdoors. These new standards contain specific language prohibiting typical uses that could be bothersome to adjoining commercial or residential neighborhoods, including:

- Air Quality
- Vibrations
- Waste Storage and Disposal
- Electrical Interference
- Noise
- Fire and Explosive Hazards
- Steam
- Heat
- Odors
- Glare
- Ground Contamination
- Prohibited Uses

Based on the Planning Commission's last review two new sections were added to the draft code amendment:

- Added a new section: Submittal Requirements. This section puts the burden on the applicant to provide proof of compliance with the performance standards and gives the City authority to ask for special studies at the applicants cost if needed. It also gives the City the authority to recover any costs for peer review for technical expertise when needed to fully evaluate a proposal.
- Added a new section: Enforcement. This section provides that violations of the performance standards is subject to the City's enforcement procedures and that the City has the authority to issue either stop work or emergency notices halting any activity that violates the code until corrective actions are implemented.

The draft code amendment is scheduled for a public hearing with the Planning Commission on July 23, 2018.