



Agenda

City Council Regular Meeting

November 13, 2025 | 7:00 PM

Stanwood-Camano School District, Admin. Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Members of the public may attend Stanwood City Council meetings in-person or via Zoom. The Zoom link is posted on the City's website calendar <https://www.stanwoodwa.org>.

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call**
- 3. Approval of the Agenda**
- 4. Presentations**
 - a. Lincoln Hill High School Update - Patrick Rogers
 - b. 2025 Wastewater Outstanding Performance Award
- 5. Public Comments**
 - Verbal comments may be provided in person.
 - Written comments must be provided to the Clerk by 12:00 p.m. the day of the meeting via this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>
 - Remote (online or phone-in) comments can be received by reasonable accommodation only. Any requests for reasonable accommodation for remote participation, must be sent in writing to the City Clerk at cityclerk@stanwood.wa.us by 12:00 p.m. the day of the meeting
- 6. Staff/Department Reports**
 - a. Police Compstat Report - October 2025
- 7. Council Committee Reports**
 - a. Economic Development Board Meeting Minutes — October 17, 2025
- 8. Consent Agenda**
 - a. Approve Vouchers and Payroll
 - b. Approve City Council Regular Meeting Minutes - October 23, 2025
 - c. Approve City Council Workshop Minutes - October 23, 2025
 - d. Approve Second Reading and Adoption of Resolution 2025-05 Capital Improvement Plan 2026-2031
- 9. Unfinished Business**
- 10. Public Hearing**
 - a. Approve First Reading of Ordinance 1554 2026 Revenue Sources Property Tax Levy
 - b. Approve First Reading of Ordinance 1553 Mid-Biennium Budget Adjustment
- 11. New Business**
 - a. Adoption of 2026 Salary and Benefits Schedule and Authorization of Union Agreements (2026-2028)
 - b. Approve First Reading Ordinance 1555 Chapter 12—Utilities Re-write, System Development Charge and Rate Updates
- 12. Public Closing Comments**

13. Executive/Legislative Reports

- a. Mayor's Report
- b. City Administrator's Report
- c. Councilmember's Report/Questions

14. Recess to Executive Session

- a. To Discuss Potential Litigation per RCW 42.30.110(1)(i), with potential action to follow.

15. Adjourn

Upcoming Meeting Dates

Monday, November 24, 2025, 7:00 pm

Thursday, December 11, 2025, 7:00 pm



City of Stanwood City Council Staff Report

Item Number: 4.b.
Date: November 13, 2025
Subject: 2025 Wastewater Outstanding Performance Award
Contact Person: Kevin Hushagen, Public Works Director
Attachments: 1. 2024 WWTP Outstanding Performance Award Letter

ISSUE

To present Council with the 2025 Wastewater Outstanding Performance Award.

SUMMARY

Each year the Washington State Department of Ecology recognizes wastewater treatment plants that have achieved complete compliance with their National Pollutant Discharge Elimination System (NPDES) permit with a plaque representing their continued extraordinary efforts to protect the waters of Washington State.

The City of Stanwood has a great record as one of the top municipal wastewater treatment plants based on meeting pollution limits, monitoring and reporting requirements, operational demands, and overall plant compliance.

Of approximately 300 wastewater treatment plants statewide 121 received this award. Once again for the year 2024, Stanwood was a recipient of the Outstanding Wastewater Treatment Plant Award. The City has now received this recognition 10 years in a row. This is a great accomplishment and speaks volumes to the staff and their constant commitment and dedication to our wonderful community. With great appreciation and gratitude, we thank the Wastewater Treatment Plant Operators Michael Evans, Leland Bartlett, Cole Ferguson, Garrett Hight and Utility Supervisor Leigh Danielson.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

August 20, 2025

The Honorable Sid Roberts
Mayor of Stanwood
10220 270th St. NW
Stanwood, WA 98292

RE: 2024 Wastewater Treatment Plant Outstanding Performance Awards

Dear Mayor Roberts:

Congratulations! The Stanwood Wastewater Treatment Plant is receiving the 2024 "Wastewater Treatment Plant Outstanding Performance" award. Of approximately 300 wastewater treatment plants statewide, yours was among the top wastewater treatment plant operations in 2024.

Ecology evaluates specific domestic wastewater treatment plant information for individual permit compliance. Your plant is one of the top performers for regularly meeting permit criteria, conducting monitoring, and reporting data.

This is the tenth consecutive year the Stanwood Wastewater Treatment Plant received this award. Ecology acknowledges the exceptional level of effort required to protect water quality and provide this critical service to the communities you serve. Dedicated and proficient operators are essential to successful plant operations and to protecting the health of Washington's waters.

Thank you for your continued commitment to excellence.

Sincerely,

Jon Kenning, PhD.
Water Quality Program Manager

cc: Rachel McCrea
Kevin Leung
Greg Lipnickey





City of Stanwood City Council Staff Report

Item Number: 6.a.
Date: November 13, 2025
Subject: Police Compstat Report - October 2025
Contact Person: Jason Toner, Chief
Attachments: 1. Compstat_Oct

ISSUE

Attached is the October Police Compstat Report for Council's review.

Stanwood Police Department CompStat Report



City of Stanwood Police Chief Jason Toner

Prepared by: Snohomish County Sheriff Office Crime Analysis Unit and Stanwood Police Department

OCTOBER 2025

Stanwood Police Department

COMPSTAT REPORT



What is CompStat?

CompStat stands for 'Computer Statistics' dealing specifically with crime. It is found to be an effective way to accurately track crime and use the information to deploy officers to address it in timely manner. It is a performance management system that is used to reduce crime and achieve other police department goals. It emphasizes information-sharing, responsibility and accountability and improving effectiveness.

What is the benefit to the community?

CompStat allows us to track crime problems and allocate resources to the areas that are being affected. By being able to focus our efforts on areas being impacted, we are able to make apprehensions and drive down crime in Stanwood.

How is data collected?

Crime Analysts access a variety of systems to collect and analyze law enforcement data. Data collection begins at the 911 call center (SNO911) and carries over into law enforcement records management systems (LERMS). Much of the information presented in this report is also reported to state and federal agencies annually.

What data will you see in this report?

What occurred within the city limits of Stanwood and calls responded to by the Stanwood Police outside the city.

This is a true representation of all police activity occurring in the City of Stanwood, you will see these calls listed as "In the STW Beat". On occasion, Stanwood Police officers will be called outside the city to assist other agencies. We also have deputies who live outside of the city so on occasion they will make a traffic stop or respond to a nearby call while commuting to work. You will see these call listed as "Answered by STW ORI"

Incident data:

This represents what police were called to and includes self-initiated activity. Multiple 911 calls for the same incident are presented as a single incident.

Case data:

An incident becomes a case when the deputy determines reporting protocol is met. A case is often generated based on a specific crime, traffic collisions, arrest or the need to document specific actions or information.

OCTOBER 2025

Stanwood Police Department

POLICE STAFFING



The City of Stanwood contracts for law enforcement services through the Snohomish County Sheriff's Office. The contract is identified as a "stand alone" contract, which allows the City of Stanwood to maintain its own police identity to include policies and procedures that meet unique small city needs. All uniforms and vehicles are identified as Stanwood Police and we provide services to the city population of approximately 8,405.

DIVISIONS:

CHIEF OF POLICE: Has the rank of Lieutenant with the Sheriff's Office. Oversees all aspects of the Police Department daily operations. The Chief works with city staff to ensure community needs are met.

ADMINISTRATIVE SERGEANT: Administers the day-to-day administrative functions of the Police Department and oversees the day shift deputies, School Resource Officer and Detective. Steps in as the Chief of Police when the chief is absent.

NIGHT SERGEANT: Oversees the swing shift and night shift deputies.

PATROL DIVISION: Responds to crimes in progress, traffic collisions, missing persons, and other emergency and non-emergency calls for service.

SCHOOL RESOURCE OFFICER: Utilizes the concept of educator, informal counselor, and law enforcer; working to bridge the gap and build relationships between law enforcement and youth.

DETECTIVE: Works in conjunction with patrol and the resources of the Snohomish County Sheriff's Office to investigate a broad range of felony- and misdemeanor-level crimes that occurred in the City of Stanwood.

	ASSIGNED	VACANCIES	PERCENTAGE
Chief	1	0	100%
Sergeant	2	0	100%
Deputy	5	1	83.5%
School Resource Officer No longer a PD employee - SCSO contract	1	0	100%
Detective	1	0	100%

OCTOBER 2025

Stanwood Police Department

RECORDS UNIT



Records Summary: Job duties include, but are not limited to, the following;

- Provide administrative support for all members of the Stanwood Police Department.
- Assist the Chief of Police with police budget tracking and review.
- Verify and code all incoming invoices for the Police Department.
- Ordering of supplies for the department, and special events.
- Subject matter expert for the Law Enforcement Records Management System (LERMS) used by Stanwood Police Department.
- Manage all Stanwood Police Department documents and records.
- Review all electronic case file entries and information for accuracy.
- Scan paper records into electronic case files.
- Forward criminal arrest referrals to the Prosecuting Attorney's Office.
- Enter trespass notices, gun alerts, and other safety alerts into the agency's electronic records management system.
- Route Child Protective Services & Adult Protective Service referrals.
- Maintain department case file and document archives per Washington State records retention/destruction schedules.
- Responsible for federal reporting of crime statistics to the National Incident Based Reporting System (NIBRS).
- Run monthly case audits and records validations.
- Enter court orders, missing persons, vehicle impounds, lost or stolen property, stolen vehicles, etc. into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Provide second checks for all entries made into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Conduct background checks for concealed pistol license and pistol transfers applications.
- Provide fingerprint services for concealed pistol license applicants and citizen fingerprints.
- Review and fulfill public records requests within the guidelines of the Public Records Act.
- Create/update/maintain all process, procedure, and training manuals for the position.
- Serve as Stanwood Police Department's Terminal Agency Coordinator for the Washington State Patrol ACCESS program.
- Assists with walk-in and telephone customers, averaging 8,000 yearly contacts.
- Route calls to 911 and non-emergency dispatch.
- Respond to requests for service and answer general questions.
- Manage key & key fob assignments for City of Stanwood employees.

	2025	2024	2023	2022	Year to Date
Public Records Requests	43	53	39	25	346
Concealed Pistol License Issued	31	43	34	38	266
Fingerprinting & Approx Time	22	35	26	25	186
	5.5 hrs	8.75 hrs	6.5 hrs	6.25 hrs	46.5 hrs

OCTOBER 2025

Stanwood Police Department

Message from the Chief



In some ways it has been a rough month, summer is in the rearview mirror and early sunsets are the new norm, Mariners were agonizing close to a World Series berth and a music icon passed, Ozzy Osborne, though truthfully surprised me made it to 76 years old.

But in good news, Ghouls Night Out was an amazing success this year despite the rain and wind. Stanwood PD changed things up with our “Scary or Not Scary” booth and haunted jail cell.

Also, the Stanwood-Camano Community Academy is almost complete, with our graduation ceremony on November 18th, and with several participants filling out applications to join our Citizen’s Patrol.

Flock

Our Flock cameras were installed in February and for several months were a great success, solving property crimes, alerting us to stolen vehicles coming into our community, and helping us find a missing dementia patient. After a series of malicious records requests against Stanwood and communities across the state, we made the decision to pause our cameras and fight. Hopefully in the next few weeks we will have some clarity from the judicial system and there is already proposed legislation being drafted in Olympia for the next legislative session.

I wanted to address some of the controversy surrounding Flock these past few weeks regarding unauthorized access by some federal law enforcement agencies. The Flock camera system is a tool we use strictly for legitimate public safety purposes, including locating stolen vehicles, assisting in missing or vulnerable person cases, and supporting investigations into serious crimes. Consistent with Washington’s Keep Washington Working Act, the Stanwood Police Department does not engage in immigration enforcement and does not authorize the use of our system for that purpose. The Stanwood Flock Cameras were never accessed by any federal agency.

When our Flock cameras are turned back on, we will continue to audit usage to ensure compliance and only share Stanwood Flock data with in-state agencies and those committed to following Washington State law. Our commitment is clear: public safety tools must be used responsibly, lawfully, and in alignment with the values and expectations of the Stanwood community.

Chief Toner

OCTOBER 2025

Stanwood Police Department

Detective Report



October 2025 Update Stanwood Case 2024-1741 Identity Theft/Forgery

On 03-07-2024 Deputy Kargopolitsev responded to a fraud complaint a local bank. Bank staff reported two incidents involving a female cashing altered checks. The checks were stolen from a Post Office drop box in Arlington.

During the investigation, Detective Martin identified the female suspect and her male accomplice.

Detective Martin collected bank video, still images, copies of altered checks, and law enforcement body worn camera video tying the male and female suspects to several identity theft/forgery cases in Snohomish County.



Detective Martin referred charges of Identity Theft Second Degree, Attempted Theft Second Degree, and Forgery on the male related to an incident at a bank Smokey Point on 01-30-2024.

The defendant pled guilty to multiple felonies on August 13, 2025, as part of global plea deal, including a Second Degree Identity Theft charge relating to the facts of this case. The Prosecutor's Office declined to file charges in this case separately (outside of the plea deal).



The female suspect has been charged with 22 felony counts to include First Degree Identity Theft, Forgery, Second Degree Identity Theft, and Criminal Impersonation in the First Degree, related to referred cases from Marysville, Arlington, and Stanwood.

OCTOBER 2025

Stanwood Camano School District SCHOOL RESOURCE OFFICER



"NICK OF TIME" - HEART SCREENING EVENT



Tragically, 15 year old Dillon Gilman lost his life to sudden cardiac arrest in 2015 due to an unknown, underlying heart condition. To honor his memory the Stanwood Camano School District teamed up with the Nick of Time Foundation to bring free electrocardiogram heart screenings to the community. About 700 children were screened during the event and a handful of abnormalities were actually found. Thanks to the hundreds of volunteers, our local EMT staff and Stanwood High School staff for putting on this amazing event.

Career & College Ready Fair

Career & College Ready Fair



On October 22nd, Stanwood High School hosted the Career & College Ready Fair. Over 40 organizations from the area took part to help our prepare for their

future. Colleges, technical institutes, trade schools, military recruiters, and local law enforcement were on hand to provide information to our community regarding the possible career paths. Many questions were asked and answered. There were also staff on hand to help our students with

Halloween!

Students were excited to dress up and scavenge for candy. Here's Deputy Kargopolitsev of the Stanwood Police Department dressed up as a giant along with a student cop.



OCTOBER 2025





Monthly Report to Council



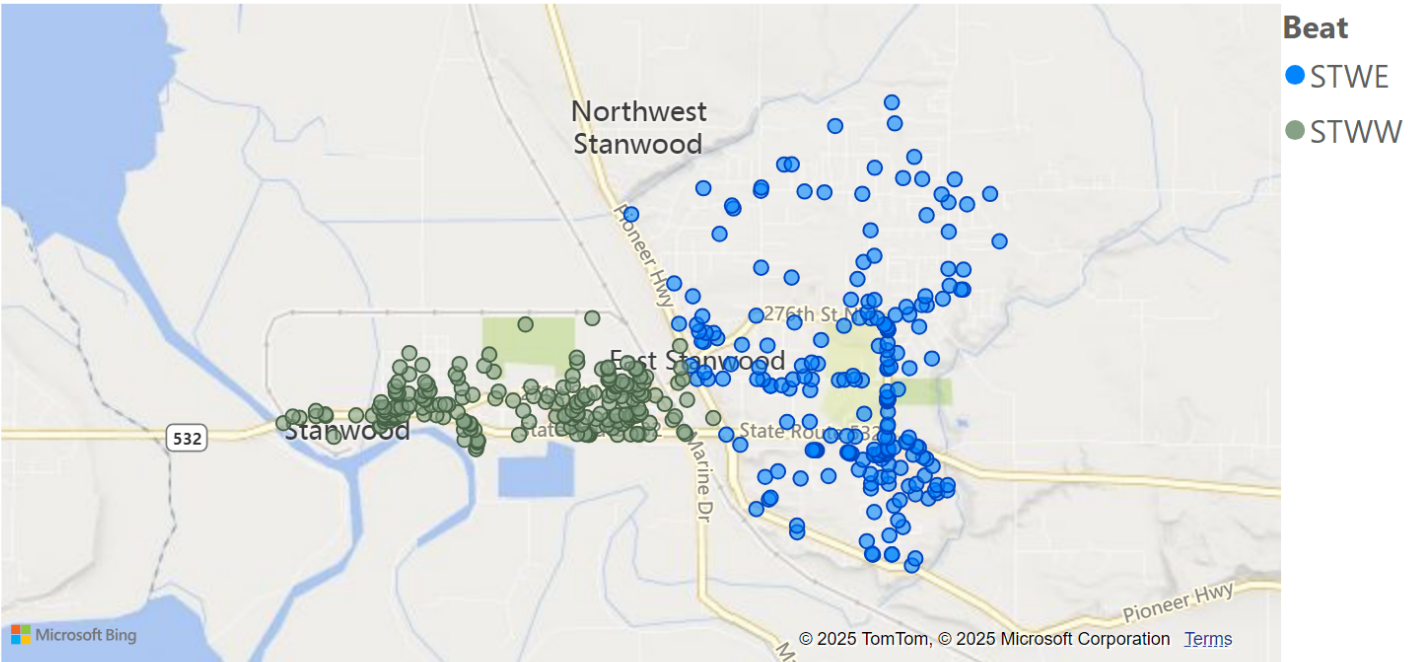
The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggen's, it counts here once.

TOTAL INCIDENTS - inside Stanwood city limits

Total Incident Counts, Past 6 Full Months by Origination Type

Year		911 call	ASAP	Officer-Initiated	Total
▼					
☐ 2025	30	2312	35	1976	4352
October	6	414	6	492	918
September	4	417	7	374	802
August	3	396	4	299	702
July	7	417	10	219	653
June	4	296	5	311	616
May	6	375	3	282	666
Total	30	2312	35	1976	4352

All incidents Past 1 Month - excludes victim privacy concerning incidents



Year	Abandoned Vehicle	Alarm	Bomb	Collision	DUI	EL
2025	18	97	3	114	54	
October	6	24		23	12	
September	2	19	3	23	8	
August	3	9		18	6	
July	2	18		22	12	
June	2	16		13	6	
May	3	11		15	10	
Total	18	97	3	114	54	

Year	BHC	Bomb	Death	Elude	EVICT	Suicide	TF
2025	103	3	5	7	4	18	
October	23					4	
September	17	3	1		2	1	
August	27			3	2	1	
July	12		3	2		8	
June	5					2	
May	19		1	2		2	
Total	103	3	5	7	4	18	



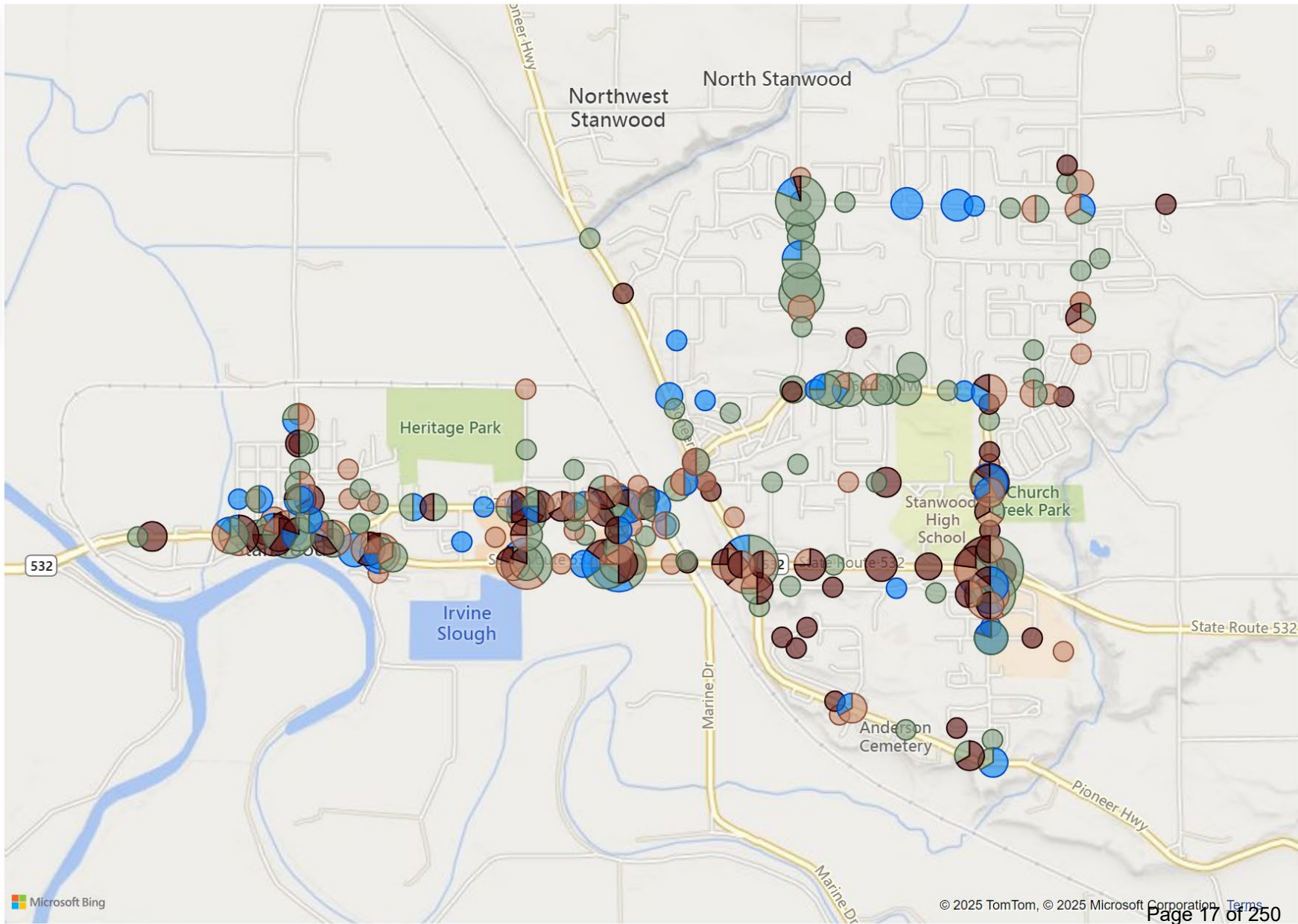
Tickets Written

Total Tickets	
Year	# of Tickets
2025	162
2024	170
2023	307
2022	121
Total	760

Total Violations

Month	2022	2023	2024	2025
January	6	19	20	20
February	8	39	16	26
March	12	27	13	25
April	3	18	24	17
May	9	24	26	34
June	23	34	21	12
July	22	9	21	10
August	25	37	11	27
September	25	38	27	24
October	11	104	28	19
November	14	26	17	
December	21	29	27	
Total	179	404	251	214

Year ● 2022 ● 2023 ● 2024 ● 2025





The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.



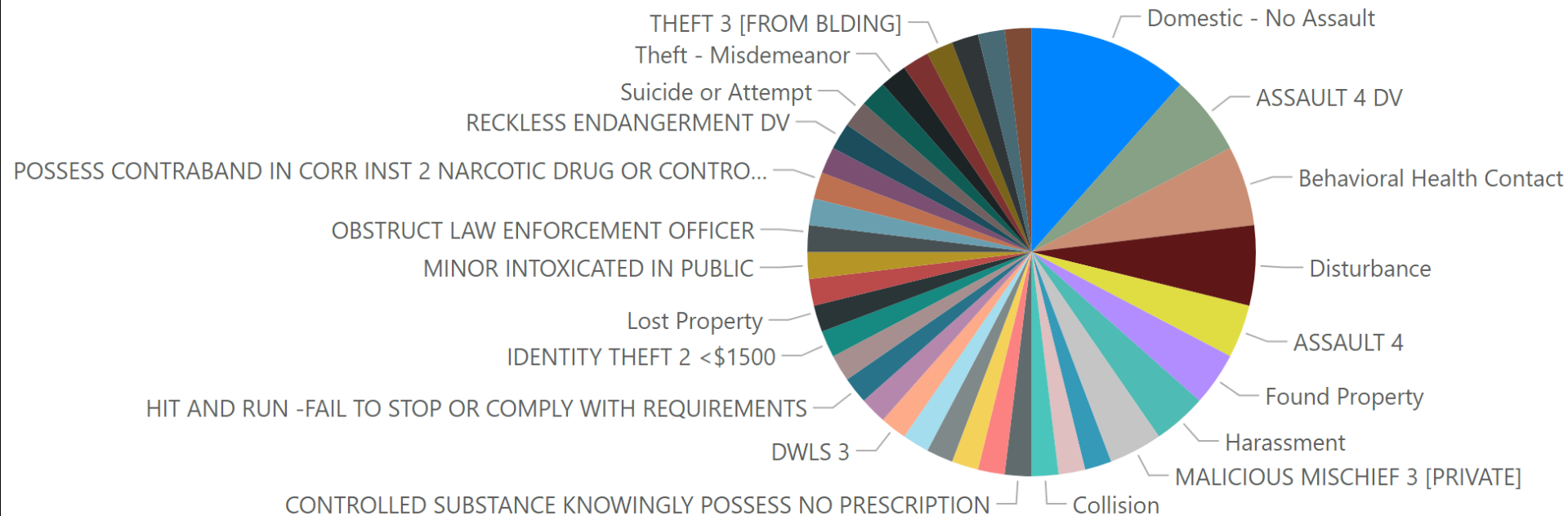
TOTAL CASES

IN THE STW BEAT

Total Cases Written

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2025	62	50	82	52	58	49	61	54	47	46			560
2024	47	52	64	59	58	63	62	64	58	66	67	55	714
2023	64	53	68	54	68	41	62	58	59	75	60	53	714
2022	38	41	46	58	42	42	56	55	49	55	51	65	598

Previous calendar month, what charges are contained in cases we wrote?





Domestic Related Charges

Domestic Violence cases are not limited just to assault. This chart includes any cases where the statute differentiates between having a domestic relationship component to the crime versus a different statute if the victim and offender are not known to one another.

Year ▼	January	February	March	April	May	June	July	August	September	October	November	December	1
☐ 2025													
RECKLESS ENDANGERMENT DV										1			
Domestic - No Assault	6	6	4	4	4	2	2	6	5	6			
Crime with a DV Component	2	4	4	2	2	4	5	1	3	4			
ASSAULT 2 DV [PUB OFF-STRONGARM]						1							
☐ 2024													
Domestic - No Assault	5	3	4	3	4	5	6	3	3	4	5	3	
Crime with a DV Component	3	3	2	1	2	2	3	10	3	3	5	4	
☐ 2023													
Domestic - No Assault	3	7	6	2	2	2	6	8	5	3	6		
Crime with a DV Component		2	2	6	5		3	4	3	2	2	2	
☐ 2022													
Domestic - No Assault	1	2	4	3	3	4	4	7	6	7	2	5	
Crime with a DV Component	1	3	3	1	2	3	6	1	6		1	5	

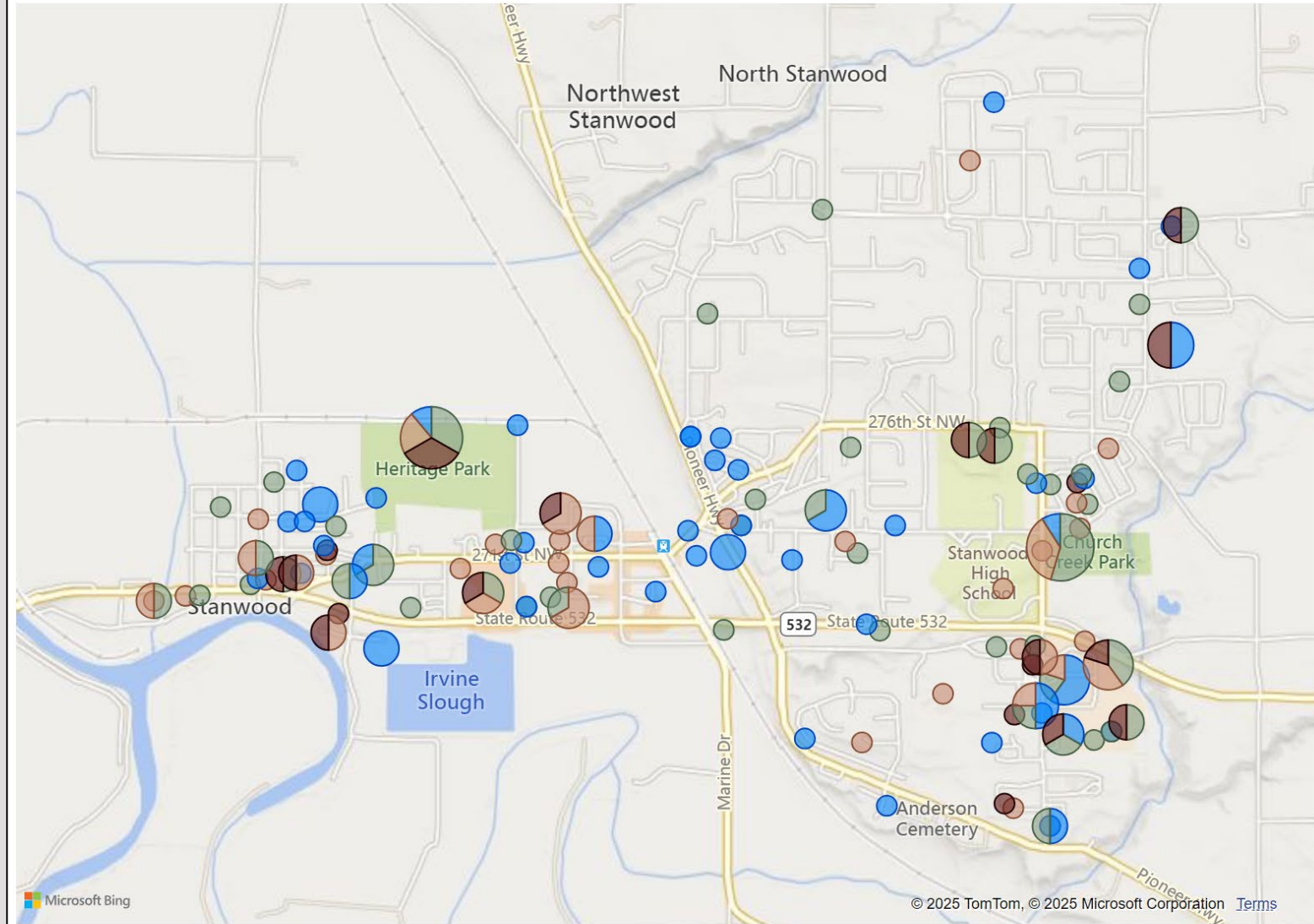


Malicious Mischief CASES excluding any with a DV component

Month	2022	2023	2024	2025
January	4	9	2	3
February	2		2	1
March	5	7	3	1
April	7	2	5	4
May	3	5	1	1
June	1	4		4
July	10	4	6	1
August	4	2	5	3
September	6	3	6	2
October	3	12	7	3
November	9	7	3	
December	3	1	5	
Total	57	56	45	23

Count of CaseNumber by Year, Lat and Lon

Year ● 2022 ● 2023 ● 2024 ● 2025

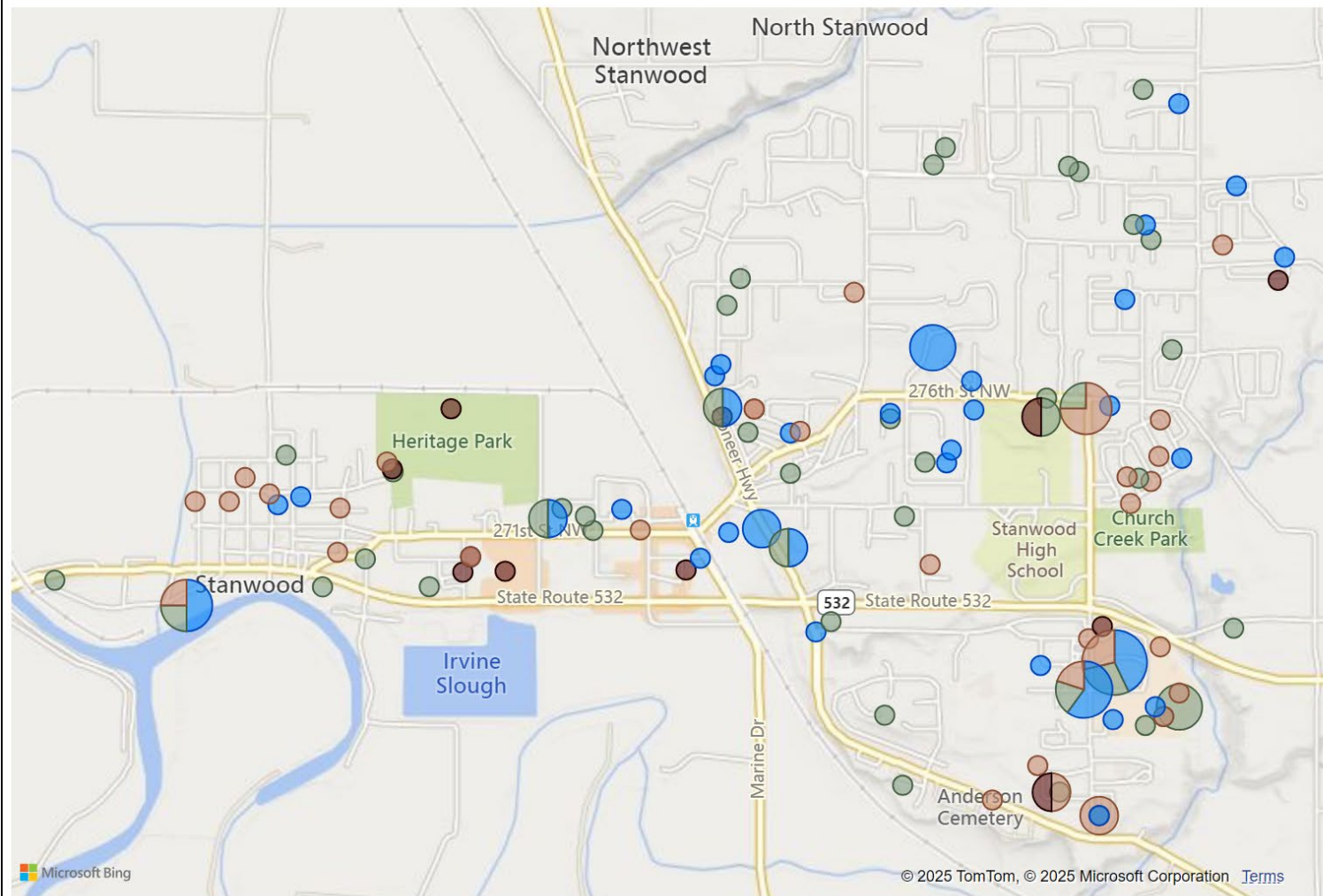




Auto Theft & Vehicle Prowl CASES

Count of CaseNumber by Year, Lat and Lon

Year ● 2022 ● 2023 ● 2024 ● 2025



Auto Thefts & Vehicle Prowls	2022	2023	2024	2025
☒ Vehicle Prowl	29	21	12	3
January	5		1	
February	3	1	4	
March	3	3	1	
April	6	1	2	
May		6		1
June	5	1	2	1
July	2	3		1
August	1			
September	1			
October		5	1	
November		1		
December	3		1	
☒ Vehicle Theft	13	26	27	9
January	1	1		3
February	1	3	1	
March		1	1	
April	3	2		3
May	3	1		
June	1	1	2	1
July	1		1	2
August			3	
September	1	2	6	
October	1	6	3	
November	1	8	4	
December		1	6	
Total	41	46	37	11

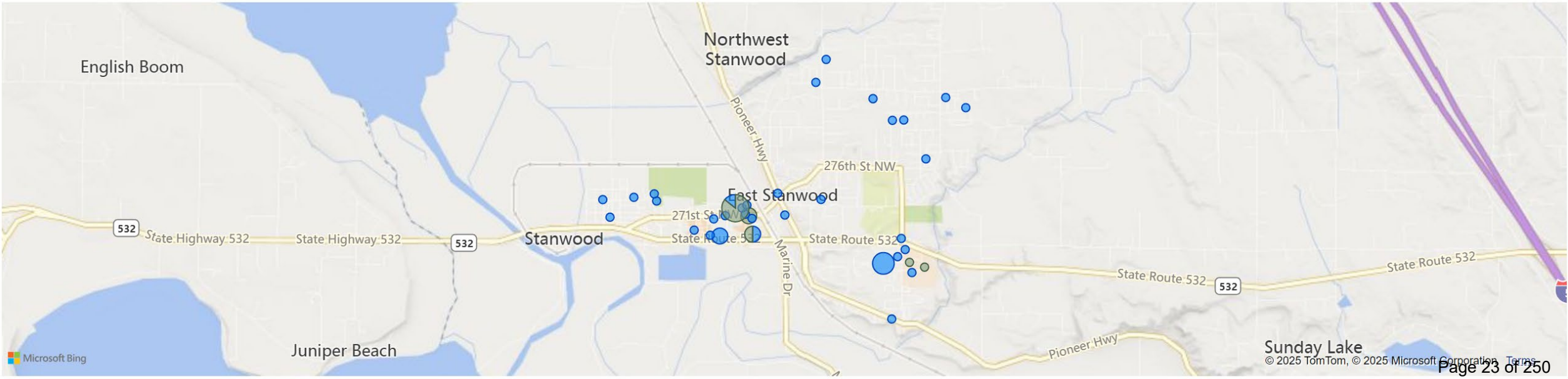


Theft CASES

Thefts	January	February	March	April	May	June	July	August	September	October	November	December	Total
☐ Theft: Shoplifting & ORT													
2025	2	1	3	1	1		1	2					11
2024	2			2	2				1	1		2	10
2023	1	3	1						1	3		2	11
2022	2				1	1		1		2		1	8
☐ Theft 1, 2, & 3 (not shoplifting)													
2025	7	3	3	1	3	6	2	3	6	3			37
2024	5	7	8	6	2	2	9	7	8	2	5	3	64
2023	9	4	6	7	8	5	5	1	5	4	4	3	61
2022	5	8	4	9	5	5	12	9	9	6	5	7	84

Cases this Calendar Year

Thefts ● Theft 1, 2, & 3 (not shoplifting) ● Theft: Shoplifting & ORT

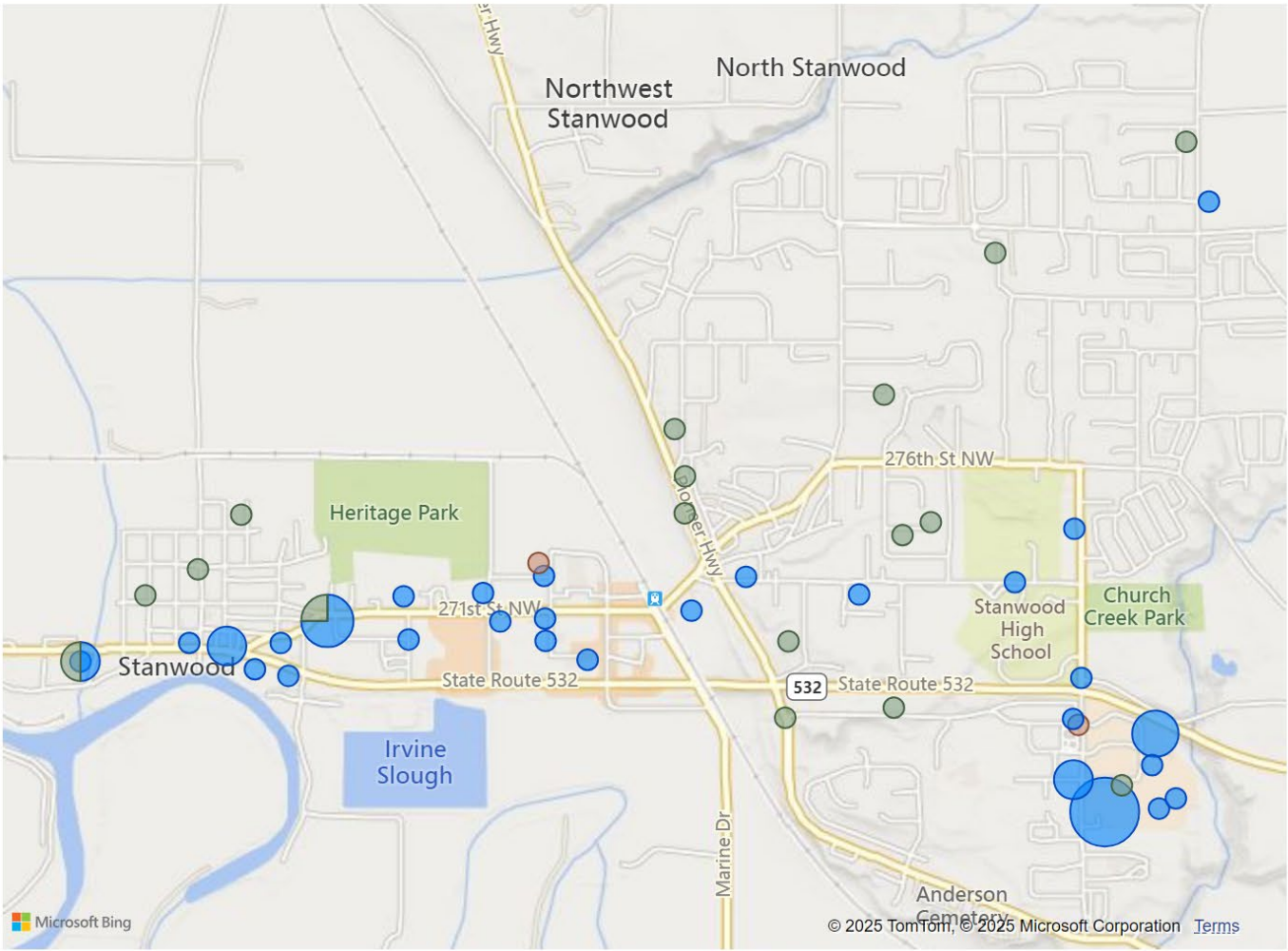




Burglary CASES

Count of CaseNumber by Burglary, Lat and Lon

Burglary ● Burglaries - Commercial ● Burglaries - Residential ● Burglaries - Unknown Structure Type



Burglary	2022	2023	2024	2025
☐ Burglaries - Commercial	11	17	5	10
January	1	2		
February	3	3	2	2
March	1			1
April		2		1
May	1	2		
June	1	2		3
July		2	1	1
August	1			
September				2
October		1	1	
November	2	3	1	
December	1			
☐ Burglaries - Residential	10	1	4	2
January	1			1
February	1		1	
April	2		1	
May	2		1	
July		1		
August			1	1
September	2			
October	1			
December	1			
☐ Burglaries - Unknown Structure Type	1			1
August	1			
October				1
Total	22	18	9	13



City of Stanwood City Council Staff Report

Item Number: 7.a.
Date: November 13, 2025
Subject: Economic Development Board Meeting Minutes — October 17, 2025
Contact Person: Patricia Love, Community Development Director
Attachments: 1. EDB Meeting Minutes 10.17.2025

ISSUE

The Economic Development Board meeting minutes from October 17, 2025, are attached to this staff report for Council's approval.

City of Stanwood
Regular Meeting of the Economic Development Board
October 17, 2025 | 7:30 AM

Minutes

1. Call to Order

Economic Development Board Members Present: Les Anderson, Kristine Birkenkopf, Dave Pelletier, Teresa Lafleur, Camrie Ingram (SHS Student)

Staff Present: Patricia Love, Niki Strachila, Audrey Rotrock

Kristine Birkenkopf called the meeting to order at 7:32 a.m.

2. Approval of Minutes

a. Economic Development Board Meeting Minutes 2025.07.18

The Board approved the minutes from July 18, 2025, unanimously.

3. Unfinished Business

4. New Business

a. Depot Park Design Amendments

For the bandstand, consider using a metal roof or another low-maintenance material. Also, include lighting in the bandstand design. The Board would like the design theme used at Depot Park to be carried through to the future park on the Raplee property for consistency.

b. Brick Road Design Amendments

Consider starting construction at the 102nd Avenue intersection before the brick road portion, to help with traffic flow.

c. Cedarhome Triangle Design Amendments

Staff discussed the Cedarhome Triangle design amendments with the Board.

d. Business and Community Relations Coordinator Introduction

The Board is excited to welcome Aaron Weinberg as the Business and Community Relations Coordinator to the City. They look forward to working with him to bring more unity and vibrancy to downtown businesses.

e. Board Meeting Schedule Update

The next meeting will be on January 16, 2026.

f. Downtown Initiative Update

City staff will be pursuing a historic preservation program separate from the downtown initiative work.

The fourth downtown district initiative committee meeting will be held in

November to assess the feasibility of establishing a Creative District and/or Main Street Program in Stanwood.

A targeted business survey will be going out to gather input from all businesses in Stanwood.

5. Board Member Comments

How could the City attract an interactive business to the center portion of the Twin City Mile? This would be a great way to unite the two sections of downtown Stanwood.

6. Adjourn

8:40 a.m.



City of Stanwood City Council Staff Report

Item Number: 8.a.
Date: November 13, 2025
Subject: Approve Vouchers and Payroll
Contact Person: Tim Niebruegge, Finance Manager
Attachments: 1. Payroll and Vouchers

ISSUE

Approve issuance of Washington Federal Bank checks 39969 through 40002, and electronic fund transfers in the amount of \$1,110,598.93 and approve issuance of Washington Federal payroll check and electronic fund transfers in the amount of \$43,350.00.

RECOMMENDED MOTION

“I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK CHECKS 39969 through 40002 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$1,110,598.93 AND APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL CHECK AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$43,350.00.”

CHECK REGISTER

City Of Stanwood

Time: 07:58:42 Date: 11/05/2025

10/15/2025 To: 11/04/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5411	10/15/2025	Claims	3	EFT	Washington Federal Bank	471.92	Wa Fed Analysis Service Charge October
5422	10/23/2025	Payroll	3	EFT		3,350.00	October 2025 Draw
5423	10/23/2025	Payroll	3	EFT		1,800.00	October 2025 Draw
5424	10/23/2025	Payroll	3	EFT		2,500.00	October 2025 Draw
5425	10/23/2025	Payroll	3	EFT		2,000.00	October 2025 Draw
5426	10/23/2025	Payroll	3	EFT		1,100.00	October 2025 Draw
5427	10/23/2025	Payroll	3	EFT		2,400.00	October 2025 Draw
5428	10/23/2025	Payroll	3	EFT		3,300.00	October 2025 Draw
5429	10/23/2025	Payroll	3	EFT		4,000.00	October 2025 Draw
5430	10/23/2025	Payroll	3	EFT		2,000.00	October 2025 Draw
5431	10/23/2025	Payroll	3	EFT		2,000.00	October 2025 Draw
5432	10/23/2025	Payroll	3	EFT		1,800.00	October 2025 Draw
5433	10/23/2025	Payroll	3	EFT		2,000.00	October 2025 Draw
5434	10/23/2025	Payroll	3	EFT		1,500.00	October 2025 Draw
5435	10/23/2025	Payroll	3	EFT		2,100.00	October 2025 Draw
5436	10/23/2025	Payroll	3	EFT		3,000.00	October 2025 Draw
5437	10/23/2025	Payroll	3	EFT		2,000.00	October 2025 Draw
5438	10/23/2025	Payroll	3	EFT		500.00	October 2025 Draw
5439	10/23/2025	Payroll	3	EFT		4,500.00	October 2025 Draw
5440	10/23/2025	Payroll	3	EFT		1,500.00	October 2025 Draw
5526	10/23/2025	Claims	3	EFT	Advanced Analytical Solutions, LLC	503.99	001204
5527	10/23/2025	Claims	3	EFT	Advantage Building Services	1,618.21	City of Stanwood
5528	10/23/2025	Claims	3	EFT	American Ramp Company	128,800.49	City of Stanwood
5529	10/23/2025	Claims	3	EFT	Atwell, LLC	14,153.75	City of Stanwood
5530	10/23/2025	Claims	3	EFT	Databar Inc.	498.57	8952
5531	10/23/2025	Claims	3	EFT	Databar Inc.	946.97	8952
5532	10/23/2025	Claims	3	EFT	Eurofins Environment Testing NW	130.00	4103221
5533	10/23/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
5534	10/23/2025	Claims	3	EFT	Eurofins Environment Testing NW	26.00	4103221
5535	10/23/2025	Claims	3	EFT	Herc Rentals Inc.	1,304.40	1024925
5536	10/23/2025	Claims	3	EFT	Konnerup Construction Inc	51,476.78	City of Stanwood
5537	10/23/2025	Claims	3	EFT	Samuel E Lidgard	150.00	City of Stanwood
5538	10/23/2025	Claims	3	EFT	Maul Foster Alongi, Inc.	936.25	City of Stanwood
5539	10/23/2025	Claims	3	EFT	Maul Foster Alongi, Inc.	5,538.75	City of Stanwood
5540	10/23/2025	Claims	3	EFT	Maul Foster Alongi, Inc.	10,893.00	City of stanwood
5541	10/23/2025	Claims	3	EFT	Pape' Machinery, Inc.	179.37	6109854
5542	10/23/2025	Claims	3	EFT	Pape' Machinery, Inc.	32.38	6109854
5543	10/23/2025	Claims	3	EFT	Perteet Inc.	4,575.00	City of Stanwood
5544	10/23/2025	Claims	3	EFT	Perteet Inc.	7,235.75	City of Stanwood
5545	10/23/2025	Claims	3	EFT	Stanwood Auto Parts	86.89	56100
5546	10/23/2025	Claims	3	EFT	Strategies 360 Inc	2,000.00	City of Stanwood
5547	10/23/2025	Claims	3	EFT	TSE Power Solutions	1,749.08	City of Stanwood
5548	10/23/2025	Claims	3	EFT	The Sherwin Williams Co	3,164.24	City of Stanwood 7364-4
5549	10/23/2025	Claims	3	EFT	The Sherwin Williams Co	73.07	City of Stanwood 7364-4
5550	10/23/2025	Claims	3	EFT	Transpo Group USA, Inc	2,952.50	City of Stanwood
5551	10/23/2025	Claims	3	EFT	US Bank	11,145.38	4485 5945 5564 1495
5552	10/23/2025	Claims	3	EFT	Vestis	52.68	937963000
5553	10/23/2025	Claims	3	EFT	Vestis	52.68	937963000
5640	10/28/2025	Claims	3	EFT	HSA Bank	7.50	October Fee
5641	10/28/2025	Claims	3	EFT	WA St Dept of Revenue **	18,485.18	September Excise Tax Payment
5642	10/28/2025	Claims	3	EFT	WA St Dept of Revenue **	1,123.82	Leasehold Tax (July 2025-Sept 2025)
5682	11/03/2025	Claims	3	EFT	Heartland Payment Systems	503.42	October 2025 Fees
5554	10/23/2025	Claims	3	39969	APSCO, LLC	15,268.80	City of Stanwood
5555	10/23/2025	Claims	3	39970	Cimco-GC Systems, LLC	25,196.93	10977

CHECK REGISTER

City Of Stanwood

Time: 07:58:42 Date: 11/05/2025

10/15/2025 To: 11/04/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5556	10/23/2025	Claims	3	39971	Environment Control of North Seattle Inc	2,154.24	257778
5557	10/23/2025	Claims	3	39972	Gray & Osborne Inc	7,623.59	City of Stanwood; City of Stanwood
5558	10/23/2025	Claims	3	39973	Great Western Installations, Inc.	532,971.44	City Stanwood
5559	10/23/2025	Claims	3	39974	H D Fowler Company, Inc	4,002.48	I7151083
5560	10/23/2025	Claims	3	39975	Hamilton Lumber & Rentals	18.89	66
5561	10/23/2025	Claims	3	39976	Harmsen LLC	3,778.10	City of Stanwood
5562	10/23/2025	Claims	3	39977	Lenz Enterprises, Inc.	1,819.51	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
5563	10/23/2025	Claims	3	39978	ODP Business Solutions, LLC	542.37	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
5564	10/23/2025	Claims	3	39979	PUD Of Snohomish County *	8,201.24	200103539; 200142180; 200367373; 200128742; 200738672; 201942398
5565	10/23/2025	Claims	3	39980	Quality Controls Corporation	1,900.00	City of Stanwood
5566	10/23/2025	Claims	3	39981	Ricoh USA, Inc.	562.87	1316669-3887639; 1316669-3800327
5567	10/23/2025	Claims	3	39982	Safeway	27.71	191483
5568	10/23/2025	Claims	3	39983	Skagit Farmers Supply	2,048.42	135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052
5569	10/23/2025	Claims	3	39984	Sno Co District Court	746.69	DCT34003
5570	10/23/2025	Claims	3	39985	Sno Co Information Services *	13,998.13	DIS1107
5571	10/23/2025	Claims	3	39986	Sno Co Sheriffs Office *	189,765.00	SSH00001
5572	10/23/2025	Claims	3	39987	Snohomish County 911	10,498.08	City of Stanwood
5573	10/23/2025	Claims	3	39988	Sound Publishing, Inc.	25.80	14104597
5574	10/23/2025	Claims	3	39989	Stanwood Ace Hardware #14901	276.34	20013; 20013; 20013; 20013
5575	10/23/2025	Claims	3	39990	Thompson & Associates	5,440.50	City of Stanwood
5576	10/23/2025	Claims	3	39991	US Bank NA Custody/Treas Div Money Ctr	323.00	City of Stanwood xx717
5577	10/23/2025	Claims	3	39992	USA Bluebook	36.00	478228
5578	10/23/2025	Claims	3	39993	Utilities Underground Loc	99.90	134200
5579	10/23/2025	Claims	3	39994	Verizon Wireless	1,769.89	372541731-00001
5580	10/23/2025	Claims	3	39995	WA St Dept of Ecology *	600.00	City of Stanwood; City of Stanwood; City of Stanwood
5581	10/23/2025	Claims	3	39996	WA St Dept of Licensing *	705.00	City of Stanwood
5582	10/23/2025	Claims	3	39997	Washington State Patrol *	192.00	00000015959
5583	10/23/2025	Claims	3	39998	Wave Broadband	143.14	3201-0316547-01
5584	10/23/2025	Claims	3	39999	West Coast Code Consultants, Inc.	2,150.10	City of Stanwood
5585	10/23/2025	Claims	3	40000	Katherine Lauer	250.17	07 1045 10 - 8051 283RD ST NW
5586	10/23/2025	Claims	3	40001	World Kinect Energy Services	4,993.80	AP0100494
5587	10/23/2025	Claims	3	40002	Ziplay Fiber	1,574.78	206-188-0411-053105-5

001 General Fund	280,863.30
101 Street Fund	13,941.68
103 Street Construction Fund	59,883.72
104 Park And Trail Improvement Fund	673,601.18
110 Building Improvement Fund	10,189.31
115 Tourism And Marketing	2,508.00
401 Sewer Fund	35,194.77
410 Drainage Fund	5,773.55
411 Drainage Construction Fund	2,231.82
421 Water Fund	47,938.84
422 Water Construction Fund	19,571.32
630 Agency Fund	2,251.44
	Claims: 1,110,598.93
* Transaction Has Mixed Revenue And Expense Accounts	Payroll: 43,350.00
	1,153,948.93

CHECK REGISTER

City Of Stanwood

Time: 07:58:42 Date: 11/05/2025

10/15/2025 To: 11/04/2025

Page: 3

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

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

() Finance Director () Auditing Officer Tim Niebruegge Date: 11/05/2025
() Deputy Finance Director



City of Stanwood City Council Staff Report

Item Number: 8.b.
Date: November 13, 2025
Subject: Approve City Council Regular Meeting Minutes - October 23, 2025
Contact Person: Lisa Sokolik, City Clerk
Attachments: 1. Council Meeting Minutes 10.23.2025

ISSUE

The City Council meeting minutes for October 23, 2025, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE OCTOBER 23, 2025, CITY COUNCIL MEETING MINUTES AS PRESENTED."

City of Stanwood
Regular Meeting of the City Council
October 23, 2025 | 7:00 PM

Minutes

1. Call to Order and Pledge of Allegiance

Mayor Sid Roberts called the meeting to order at 7:00 PM. Councilmember Schmitt led the Pledge of Allegiance.

2. Roll Call

City Clerk Lisa Sokolik called the roll with the following Councilmembers Present: Dani Gaumond, Marcus Metz, Darren Robb, Robert Hicks, Steve Shepro, and Tim Schmitt. The meeting was quorate.

Councilmember Andreena Bergman was absent.

*Motion by Councilmember Robb, second by Councilmember Metz, to excuse Councilmember Bergman. **Motion carried unanimously.***

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, City Engineer Alan Lytton, GIS Analyst Hannah Cole, Finance Manager Tim Niebruegge, City Attorney Nikki Thompson, Police Chief Jason Toner, Police Sgt. Karl Gilje, Police Sgt. Kore Oyetuga, Building Official Scott Black, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

*Motion by Councilmember Metz, second by Councilmember Hicks to approve the agenda as published. **Motion carried unanimously.***

4. Presentations

a. Lincoln Hill High School Update - Patrick Rogers

ASB President Patrick Rogers' update on Lincoln Hill High School included:

- The school year has gotten off to a great start and students are very spirited.
- The Fall Social is scheduled for November 24th.
- Grading session 2 ends on November 4th; students are working hard to get everything turned in.

b. GIS Department Update

GIS Analyst Hannah Cole presented the progress that the Geographic Information Systems (GIS) department has made over the past 11 months when the department was created. The presentation included examples of

GIS water meter locations, sewer laterals, comprehensive sewer data, creative district walkability analysis, and on-call utilities. Hannah has also been cleaning up hundreds of drawings that are incomprehensible due to missing information, i.e., no directional key, no address, confusing measurements and missing dates. Though great process has been made, there is still a significant amount of work to be done, and it will be exciting to see how GIS will advance and help the city make data-driven decisions.

5. Public Comments

<u>Name</u>	<u>City</u>	<u>Topic</u>
David Schmultz	Arlington	Request for park baseball field lighting.
Cathy Wooten	Stanwood	Request for Council to speak into microphones.

6. Staff/Department Reports

a. Finance Q3 Report 2025

7. Council Committee Reports

a. Community Development Committee Meeting Minutes - October 2, 2025

b. Planning Commission Meeting Minutes - September 8, 2025

c. Public Works and Parks Committee Meeting Minutes - October 6, 2025

Councilmember Robb commented that the Public Works Committee was in favor of the Cedarhome Triangle design.

8. Consent Agenda

a. Approve Vouchers and Payroll

b. Approve City Council Regular Meeting Minutes - October 9, 2025

c. Approve Second Utility Account Adjustment

d. Approve Second Reading of Ordinance 1552 Clarifying Language of Ordinance 1547

Motion by Councilmember Gaumond, second by Councilmember Shepro to approve consent agenda items:

(a) approve vouchers and payroll checks,

(b) approve October 9, 2025, City Council Regular Meeting minutes,

(c) approve second Utility Account Adjustment, and

(d) approve second reading of Ordinance 1552 Clarifying Language of Ordinance 1547.

Motion carried unanimously.

9. Unfinished Business

There was no unfinished business to discuss.

10. Public Hearing

a. Continue October 9, 2025 Public Hearing - Approve Second Reading and Adoption of Ordinance 1549 Missing Middle Housing, Ordinance 1550 Land Division, and Ordinance 1551 Street and Utility Standards

For the second reading, Director Love discussed changes or clarifications made to the following sections per Council's request:

- Accessory Dwelling Units (ADU): set back requirements, types of ADU's allowed, and prohibit from being rented out as short-term rentals.
- Corner Stores: allowed downtown on 102nd Ave, doors required to face the street, and allowing a reduction in the required parking.
- Day Care Centers: allow in more zoning districts.
- Preschools: allow similarly to day cares.
- Bulk Standards Table: clarify the Bulk Standards Table and clarify 'avoid clustering of housing' in the Housing Diversity Section.
- Cottage Housing: require front porches.
- Use of private roads and circulation: clarify the number of units allowed off a private road versus when a public road is required
- Other: delete references to sewer rates associated with co-living units and update citation reference clarifications as provided by Code Publishing.

Mayor Roberts continued the public hearing from October 9, 2025.

<u>Name</u>	<u>City</u>	<u>Topic</u>
Cathy Wooten	27828 84th Ave Stanwood	Concerned about parking within the city.

With no further comments, Mayor Roberts closed the Public Hearing at 7:48 p.m.

Council made comments and expressed concerns over so many zoning code changes at one time and the possibility of unintended consequences.

Motion by Councilmember Metz, second by Councilmember Hicks, to accept the second reading and adoption of Ordinance 1549 Missing Middle Housing, Ordinance 1550 Land Division, and Ordinance 1551 Street and Utility Standards.

Roll call of votes was taken: ***Motion carried unanimously.***

b. Approve First Reading of Resolution 2025-05 Capital Improvement Plan 2026-2031

City Engineer Alan Lytton highlighted changes made to the current CIP:

- The Storefront Improvement program is continued beyond 2026.
- The biggest changes are in the streets category. Miscellaneous sidewalk line item has been removed and line items for specific sidewalk sections have been added.
- Removed 101st Rebuilt project and split it out into several projects.
- Pulled out portions of the Port Susan Trail project that can be done now.

The streets division strategy is to complete all missing sections of sidewalk on one side of the street, to get sidewalks everywhere on at least one side instead of prioritizing both sides of fewer streets. The water division strategy is to both update the existing system and to stay ahead of failing lines and reduce the amount of effort to maintain the line vs replace the lines. The sewer division strategy is to upgrade and meet new and upcoming requirements.

The Mayor opened the public hearing at 8:16 p.m.

<u>Name</u>	<u>Address</u>	<u>Topic</u>
Cathy Wooten	27828 84th Ave Stanwood	In favor of completing sidewalks on one side in order to get sidewalks everywhere. The city should purchase potential park land when available, but not in favor of spending a million dollars on Depot Park.

With no further comments, Mayor Roberts closed the public Hearing at 8:20 p.m.

Councilmembers asked questions and made comments.

*Motion by Councilmember Metz, second by Councilmember Robb to accept the first reading of Resolution 2025-05 Six Year Capital Improvement Plan 2026-2031. **Motion carried unanimously.***

11. New Business

a. Authorize the Mayor to Sign the BHC Contract Amendment for Municipal Code Update Project

*Motion by Councilmember Robb, second by Councilmember Hicks to authorize the Mayor to sign contract amendment number 2 with BHC for the Municipal Code Update project in the amount of \$105,000. **Motion***

carried unanimously.

12. Public Closing Comments

No closing public comments.

13. Executive/Legislative Reports

a. Mayor's Report

- Reminded everyone to vote.
- Saturday, December 6th is the AWC Elected Officials Essentials workshop.

b. City Administrator's Report

- Ghoul's Night Out on October 30th from 3pm-6pm. There are 50 businesses participating this year.
- Introduced Aaron Weinberg, the City's new Business & Community Relations Coordinator. He's already out there talking to business owners. We're very excited to have him on board.
- Thanked Hannah Cole for a great GIS presentation.
- The downtown project is not only for beautification, it is for safety.

c. Councilmember's Report/Questions

Shcmitt made a comment about public mistrust vs the benefits of the Flock cameras. Request to add a metal sculpture to the design of the round-about on SR532.

Shepro:

- When will bi-monthly utility billing be switched to a monthly cycle? Hammond answered that it will be part of the SMC Chapter 12 rewrite, which will be brought to council for approval on November 13th.
- Asked Hammond to explain the utility rate study increase from 2018 to 2030 vs the cost of living increase. Hammond answered that drainage rates increased in 2018, prior to that, the last increase was in 2005. Stanwood is 8' above sea level and surrounded by water, the cost of doing business in our city to keep from flooding is to do projects like the Irvine Slough Stormwater project. The rates for sewer, nationwide, are higher because of the high standards being set by Dept. of Ecology. The cost of services has gone up, and there once was significant amount of federal help, but that is no longer available.
- Under rule 11 of the Council Rules of Procedures, Councilmember Shepro made a motion regarding America's 250th birthday

celebration.

Motion by Councilmember Shepro, seconded by Councilmember Hicks to investigate this idea by having staff guide us by conducting a special workshop of the council to discuss America's birthday celebration ideas and possible funding sources. Motion carried unanimously

Hicks met with representatives from Historical Society, VFW, and American Legion regarding America's 250th birthday.

Robb and Metz both said they are getting great reviews about the pump track at Heritagea Park.

14. Recess to Executive Session

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 9:00 p.m.

City of Stanwood

Attest:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



City of Stanwood City Council Staff Report

Item Number: 8.c.
Date: November 13, 2025
Subject: Approve City Council Workshop Minutes - October 23, 2025
Contact Person: Lisa Sokolik, City Clerk
Attachments: 1. 10.23.2025 Council Workshop Minutes

ISSUE

The City Council workshop minutes for October 23, 2025, are attached to this staff report for Council's approval.

RECOMMENDED MOTION

"I MOVE TO APPROVE THE OCTOBER 23, 2025 CITY COUNCIL WORKSHOP MINUTES AS PRESENTED."

**City of Stanwood
Workshop of the City Council
October 23, 2025 | 5:00 PM**

Minutes

1. Call to Order

Mayor Pro Tem Darren Robb called the meeting to order at 5:04 p.m. Mayor Roberts joined the workshop at 6:00 p.m.

2. Attendance

Councilmembers Present: Dani Gaumond, Marcus Metz, Darren Robb, Robert Hicks, Steve Shepro, and Tim Schmitt.

Councilmembers Absent: Andreena Bergman

Staff Present: City Administrator Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, City Engineer Alan Lytton, GIS Analyst Hannah Cole, Finance Manager Tim Niebruegge, Building Official Scott Black, and City Clerk Lisa Sokolik.

Others present: Paul Quinn FCS Group via Zoom

3. New Business

a. Utility Rate Study

Finance Director Hammond introduced Paul Quinn, Assistant Project Manager with FCS Group. The FCS Group conducted a utility rates study for the city.

Quinn presented the results of the rate study, which includes three rate-setting steps, which all work together to determine appropriate rates for each utility, by customer class, and also how the rates are designed. Quinn's presentation included:

- Revenue requirement overview.
- Key assumptions.
- Financial policies.
- Water, Sewer, Drainage fund balance and reserve policies.
- Cost of Service analysis for water and sewer utilities.
- Rate methodology for water utility, revising base to accommodate smaller homes, and adding a third tier with higher consumption charges to incentivize conservation.

Council discussed, asked questions and made comments.

4. Adjourn

Mayor Pro Tem Robb adjourned the workshop at 6:30 p.m.

City of Stanwood

Attest:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



City of Stanwood City Council Staff Report

Item Number: 8.d.

Date: November 13, 2025

Subject: Approve Second Reading and Adoption of Resolution 2025-05 Capital Improvement Plan 2026-2031

Contact Person: Alan Lytton, City Engineer

Attachments:

1. CIP Project Visual Aid
2. Resolution 2025-05 CIP Update 2026-2031
3. CIP 2025 2031-Council Packet

ISSUE

View the [2026-2031 Capital Improvement Plan](#) details in ClearGov.

The issue before the City Council is to discuss the proposed list of capital improvements in the 2026-2031 Capital Improvement Plan and accept the second reading and adopt Resolution 2025-05 Six Year Capital Improvement Plan.

STAFF RECOMMENDATION

Review and discuss the 2026-2031 Capital Improvement Plan (CIP) and accept the second reading and adoption of the Six-Year Capital Improvement Plan.

COMMITTEE RECOMMENDATION

The proposed CIP has been to Public Works Committee for feedback and comments at both the September and October 2025 meetings.

BACKGROUND

During the first reading of the Capital Improvement Plan, the City Council provided feedback expressing interest in adding a sidewalk project on the West End, specifically along 102nd Drive NW. Council also voiced a desire to elevate the priority of the baseball field lighting project at Heritage Park.

While staff recognizes the importance of these improvements, no changes were incorporated into the second reading of the CIP. The timing and funding for both the sidewalk addition and field lighting will be more appropriately addressed during the upcoming budget discussions. These conversations will allow the City to evaluate project costs, available grant opportunities, and overall funding capacity within the 2026–2031 planning period.

PARKS CAPITAL:

Cedarhome Area Park

Year	Adopted CIP	Proposed CIP
2025	\$70,000	
2026		\$70,000

The City Council has directed staff to explore properties to develop a park in the Cedarhome neighborhood.

Raplee Property Cleanup

Year	Adopted CIP	Proposed CIP
2025	\$600,000	
2026		\$600,000

Church Creek Park

Year	Adopted CIP	Proposed CIP
2025	\$465,000	\$465,000
2026	\$65,000	\$65,000
2027	\$350,000	\$350,000
2028	\$250,000	\$250,000

Church Creek Park is a 15.4-acre community park in the uptown area of the city. It serves the main residential area of the city and is located across the street (72nd Avenue) from Stanwood High School. Park facilities include a baseball field, sports court, disc golf, covered group picnic shelter and individual picnic facilities, playground equipment, paved parking lot, and large wooded areas with a walking trail to Church Creek. The proposed upcoming projects at CCP are design a new picnic shelter in 2026, construction of shelter in 2027. Previously 2028 included construction of a lower loop trail. Staff proposes utilizing 2028 funds for trail improvements and disc golf course improvements.

Depot Park

Year	Adopted CIP	Proposed CIP
2025	\$1,100,000	
2026		\$1,000,000

Finalize design and construction of Depot Park, which includes hard pavement surface, gazebo, holiday tree, open and covered seating, wayfinding signs and options for art installation.

Heritage Park

Year	Adopted CIP	Proposed CIP
2025	\$850,000	
2026	\$550,000	\$140,000
2027	\$2,185,000	\$400,000
2028	\$450,000	\$1,500,000
2029	\$1,200,000	\$1,200,000
2030		\$150,000
2031		\$800,000

2026: Design Parking lot and field improvements \$140,000
 2027: Build parking lot and evaluate 102nd / Lover's Lane widening
 2028: Field improvements with RCO grant if awarded.
 2029: Sport Field Lighting, foul netting, and scoreboard
 2030/2031: Design and construct additional field/s

Port Susan Trail

Year	Adopted CIP	Proposed CIP
2025	\$250,000	
2026	\$250,000	\$250,000
2027	\$900,000	\$250,000
2028	\$300,000	\$60,000
2029	\$100,000	
2030	\$750,000	

2026: Restripe bridge on 98th to allow pedestrian traffic, connect park and ride trail to floodwall sidewalk.

2027-2030: Connect existing sidewalks to new development trail on 92nd East of Heritage park connecting to Heritage Park Trail.

BUILDINGS CAPITAL:

City Hall/Police Station Remodel

Year	Adopted CIP	Proposed CIP
2026	\$6,600,000	\$6,600,000

Permit and construct new Police Station.

Storefront Improvement Program

Year	Adopted CIP	Proposed CIP
2026	\$50,000	\$50,000
2027	\$50,000	\$50,000
2028-2031		\$50,000/year

The store front improvement project was funded through 2027. The proposed CIP includes funds for 2028-2031 should council decide to continue with the program.

Street Construction Projects:**City Beautification Projects**

Year	Adopted CIP	Proposed CIP
2026	\$85,000	\$85,000
2027	\$45,000	\$45,000
2028	\$45,000	\$45,000
2029	\$45,000	\$45,000
2030	\$45,000	\$45,000
2031		\$45,000

The City adopted the City Beautification Action Plan in December of 2020 as an implementation of several city visioning and economic development plans. The City Beautification Action Plan includes six key program elements that focus on improving city infrastructure and promoting the city as the cultural and economic hub of greater Snohomish County. These elements include:

- 72nd Avenue Gateway Signage and Landscaping.
- Main Street Revitalization.
- Downtown Gateway Features.
- SR 532 Beautification.
- Wayfinding Signage.
- Public Art.

Achieving full build-out of the Beautification Action Plan will take time, phased implementation, and significant resources. This capital budget item is intended to annually fund the gateway, wayfinding, and landscaping components of the City Beautification Action Plan.

272nd & 72nd Sidewalk

Year	Adopted CIP	Proposed CIP
2025	\$150,000	\$150,000
2026	\$650,000	\$1,080,000

This project will add roughly 1200 feet of sidewalk, curb ramps, storm drains, and planter strip from the end of existing sidewalk on 272nd adjacent to the School District Maintenance building connecting to existing sidewalk on 72nd south of Upper Left apartments. This project has been combined with the 272nd Sidewalk previously funded with \$430,000.

Overlay and ADA Improvements

Year	Adopted CIP	Proposed CIP
2025	\$510,000	\$510,000
2026	\$428,000	\$428,000
2027	\$450,000	\$450,000
2028	\$450,000	\$450,000
2029	\$450,000	\$450,000
2030	—	\$500,000
2031	—	\$550,000

Asphalt overlay and ADA upgrades on federally classified routes. This will be TIB grant dependent each year. 2026 we applied for sections of 68th and 267th for overlays.

Twin City Mile Downtown Renovation Project

Year	Adopted CIP	Proposed CIP
2026	\$575,000	\$575,000
2027	\$1,500,000	\$1,500,000
2028	\$1,150,000	\$1,150,000
2029	\$500,000	\$500,000
2030	\$500,000	\$500,000

The Twin City Mile revitalization project reimagines how the City's main downtown commercial corridor, 271st and 270th Streets, could look and function by connecting City Hall Park to the Train Station. Project elements include constructing gateways, reconfiguring travel lanes and parking, building wider sidewalks and plaza areas, constructing park areas, and installing street trees, art, and other curb appeal amenities. Using policy guidance from the City Beautification Plan, the City initiated the Downtown Revitalization Project that invests in the downtown business district infrastructure by:

- Creating Pedestrian-Friendly Streets.
- Actively Engage Storefronts with Walkable Sidewalks.
- Encourage Use of Streets for Community Festivals.
- Create Usable Urban Park Spaces; and
- Promote the Concept of Buying Local.

Over the next six years, the project will be broken into multiple phases, first year:

2026: 84th traffic calming and Cedarhome circle.

2027: West End Brick Road and Camano Street Construction (TIB Dependent)

2028: West End Construction continued; 271st St Middle School Mid-Block Crossing Design

2029: 271st St Middle School Mid-Block Crossing Construction

2030: 271st St Middle School Mid-Block Crossing Construction

SR532 & 72nd Crosswalk and Signalization

Year	Adopted CIP	Proposed CIP
2025	\$50,000	\$50,000
2026	\$150,000	\$150,000
2027		\$500,000

This project would add a North/South crossing on the East side of the SR532 and 72nd intersection. The new crosswalk would require channelization revisions, new ADA ramps, and new signal equipment consisting of right-turn flashing yellow arrows (FYAs) and APS upgrades. \$500,000 had been added to 2027-2028 at the request of PWC to further improve the crossing. Potentially adding pedestrian refuge, curb blue outs, or other pedestrian safety items.

Westside Overlays

Year	Adopted CIP	Proposed CIP
2026	\$400,000	
2027	\$400,000	\$400,000
2028	\$400,000	

Overlays on 104th DR NW, 102nd DR NW, 273rd PL NW, 272nd PL NW, and 271st ST NW. 2025 & 2026 funds are going to repave 103rd and sections of 270th. 2028 funds were moved to 101st/100th Heritage access project.

New Parking Access to Heritage and 101st Improvements

Year	Adopted CIP	Proposed CIP
2030		\$750,000

Create new access to Heritage parking lot from 100th & 101st St. Previous funds were in the 101st reconstruction project.

Sidewalk 72nd Ave & 276th East to 70th Sidewalk

Year	Adopted CIP	Proposed CIP
2027		\$550,000

Construct new sidewalk on South side of 276th from 72nd to 70th and East side on 72nd from Tyler Place to 276th intersection.

Sidewalk 68th West Side Cedarhome Store to Cedarhome Elementary

Year	Adopted CIP	Proposed CIP
2028		\$560,000

Construct new sidewalk sections on West side of 68th to add sidewalk from 284th to Cedarhome elementary.

Sidewalk 272nd West from Highschool

Year	Adopted CIP	Proposed CIP
2029		\$175,000
2030		\$685,000

Construct new sidewalk on 272nd from Highschool to Pioneer Highway.

Sidewalk 72nd between Pioneer Highway and SR532

Year	Adopted CIP	Proposed CIP
2031		\$1,500,000

Reconstruct 72nd between Pioneer Highway and SR532 to add wider sidewalks/shared use path.

Sidewalk 284th St NW - South

Year	Adopted CIP	Proposed CIP
2030	\$350,000	\$350,000

New sidewalk and storm drainage on the south side between 68th and east of 70th Ave

Sidewalk: Cedarhome Drive NW

Year	Adopted CIP	Proposed CIP
2030	\$1,042,000	\$1,042,000

South side between 271st St and 276th St. Add curbs, gutter, sidewalk and ADA requirements. This is roughly 2,400' of sidewalk from the Wolfkill project, under the viaduct, to 276th.

Sidewalk: 276th (Lincoln to 72nd)

Year	Adopted CIP	Proposed CIP
2031	\$300,000	\$300,000

80th Ave Reconstruction Phase 2 Widening with Calming Devices

Year	Adopted CIP	Proposed CIP
2028	\$5,000,000	\$5,000,000

Between approx. 280th St NW to 284th St NW. Road improvements include widening, intersection improvements, wrapping a sidewalk around 283rd St., curb, gutter, sidewalk and planter strip.

SR532 Roundabout

Year	Adopted CIP	Proposed CIP
2028	\$800,000	\$800,000
2029	\$2,700,000	\$2,700,000

284th Street NW Improvements

Year	Adopted CIP	Proposed CIP
2027	\$1,000,000	\$1,000,000

Reconstruct and widen 284th Street from 80th Ave NW to 68th Ave NW. Much of this work will take place by developers in 2025 with the Bakerview and Faulker developments.

Sidewalk: 98th Drive NW

Year	Adopted CIP	Proposed CIP
2030	\$350,000	\$0

This project is included in the adopted 2025-2030 CIP. PWC did not see this as a priority and decided to focus on other sidewalk projects. It is being proposed as removed.

SEWER CAPITAL:

Biosolids Removal

Year	Adopted CIP (Red – Last Year)	Proposed CIP (Black – This Year)
2025	\$1,400,000	\$1,400,000
2030	\$2,000,000	\$2,000,000

Periodically, the utility must contract for biosolids removal. As the city grows the frequency will increase, and the cost continues to increase. The utility's capital improvement plan includes a plant upgrade that will process biosolids on an ongoing basis and eliminate one of the settling ponds, however this plan includes one additional biosolids removal contract in 2030.

Wastewater Treatment Plant Upgrades

Year	Adopted CIP	Proposed CIP
2025	\$1,100,000	\$1,100,000
2026	\$1,597,000	\$1,597,000
2027	\$6,597,000	\$6,597,000
2028	\$8,770,000	\$8,770,000
2029	\$8,770,000	\$8,770,000

The City's utility engineering consultant, RH2, has looked at three alternatives to upgrade the capacity of the WWTP. From their liquid stream analysis, the plant will need to be upgraded in our current planning period by 2034.

Pioneer Hills Lift Station Upgrade

Year	Adopted CIP	Proposed CIP
2025	\$350,000	
2026		\$200,000
2027		\$1,000,000

Upgrading Pioneer Hills Lift Station equipment includes two new pumps with a new control system. Full integration to SCADA and adding a backup power source. A new metal roof is also needed for the building. After completing an engineering report, the existing building will need to be brought up to current electrical code. The cost from the engineering report showed a \$1,200,000 project. Staff will look at alternatives during design.

272nd St / 76th Dr Main Replacement

Year	Adopted CIP	Proposed CIP
2025	\$150,000	
2026		\$150,000

Inflow and Infiltration improvements on existing gravity sewer lines.

Pioneer Hwy and SR532 Sewer Main (Developer Funded)

Year	Adopted CIP	Proposed CIP
2025	\$600,000	
2026		\$600,000

Upsize existing pipe to 15" to mitigate existing capacity issues. Approx 1000 feet of pipe south of 77th AVE NW (Taylors Landing). Developer Funded

GIS Equipment and Setup (Sewer)

Year	Adopted CIP	Proposed CIP
2025	\$100,000	
2026	\$100,000	\$100,000

Annual investment for sewer element for building a complete GIS system. The GIS system will provide an accurate inventory and location of City sewer system.

Decommission Church Creek Lift Station

Year	Adopted CIP	Proposed CIP
2025	\$40,000	
2026	\$40,000	\$40,000

Decommissioning of Church Creek Lift Station.

Twin City Mile Project 271st & 94th Main Replacement

Year	Adopted CIP	Proposed CIP
2026	\$850,000	\$850,000

Begin design and construction to replace existing gravity sewer pipes in 94th Drive NW from the main pump station and 271st Street. Also replacing pipe in 271st Street NW between 94th Drive NW and 99th Avenue NW and 271st Street and Camano Street.

72nd Ave Sewer Main Replacement (Developer Funded)

Year	Adopted CIP	Proposed CIP
2025	\$1,925,000	
2025/2026		\$1,925,000

Replace approximately 2,000lf of existing gravity pipe with 15-inch diameter gravity pipe along 72nd Avenue between Pioneer Highway and SR532.- due to High School putting their sewer under SR532, this has resulted in undersized pipes on 72nd AVE. This project will upsize these pipes.

99th/272nd PI Main Replacement

Year	Adopted CIP	Proposed CIP
2028	\$110,000	\$110,000
2029	\$665,000	\$665,000

The City plans to replace approximately 780 lf of existing gravity sewer main in 99th Avenue NW between 271st Street and 272nd Place NW, and in 272nd Street NW between 99th Avenue NW and 100th Avenue NW, with 12-inch-diameter pipe. Approximately 460 lf of sewer main along 272nd Place NW toward Heritage Park also is proposed for replacement due to root intrusion.

Pioneer Highway (Taylor's Landing Vicinity)

Year	Adopted CIP	Proposed CIP
2031/2032		\$900,000

Upsize the alignment to provide sufficient capacity for projected future flow rates. To provide sufficient capacity for 2044 flow rates, upsize the existing 12-inch-diameter sewer main to 15-inch diameter and upsize the existing 15-inch-diameter sewer main to 18-inch diameter in accordance with the City's construction standards. However, considering the criticality of these alignments, 18-inch-diameter sewer main should be considered for the entire alignment to provide capacity for additional flow rates beyond the 20-year planning period.

Taylor's Landing Lift Station Upgrades

Year	Adopted CIP	Proposed CIP
2031		\$200,000

The coatings in the Taylor's Landing Lift Station wet well are peeling and should be reapplied. Additionally, there is no flow meter at this site. The City plans to recoat the Taylor's Landing Lift Station wet well and install a flow meter.

Copper Station Lift Station Upgrades

Year	Adopted CIP	Proposed CIP
2031		\$100,000

The Copper Lift Station needs SCADA upgrades to collect flow meter data and has a tree growing dangerously close to the building's exhaust that poses a fire hazard. This project includes improvements to address these deficiencies.

Decommission Cedarhome Lift Station

Year	Adopted CIP	Proposed CIP
2031		\$80,000

The Cedarhome Lift Station has been bypassed by a new gravity pipeline and will be decommissioned when no longer required.

Sewer Rate Study

Year	Adopted CIP	Proposed CIP
2029	\$45,000	\$45,000

The City plans to periodically evaluate sewer rates and update them as necessary.

Inflow and Infiltration Study

Year	Adopted CIP	Proposed CIP
2028	\$125,000	\$125,000

The City plans to conduct an I/I study to evaluate the sewer collection system and confirm results. These results help to guide future CIP projects and are often part of National Pollutant Discharge Elimination System Permit requirements.

Headworks Screen Replacement

Year	Adopted CIP	Proposed CIP
2027	\$228,000	\$228,000
2028	\$1,137,000	\$1,137,000

The WWTP uses screens in the headworks building for preliminary treatment of influent wastewater. This includes a mechanical screen with a built-in washer-compactor system for screenings and a manual bar screen in a backup channel. The screens and washer-

compactor will exceed their 20-year design life during the planning period and must be replaced.

Improvement: Replace the existing screens with two mechanical screens with built-in washer-compactors for screenings. Minimal structural and mechanical modifications are expected to integrate the new screens. Electrical improvements and the replacement of critical electrical and control equipment will be required to accommodate the proposed equipment.

Existing Secondary Clarifier No. 1&2 Improvements

Year	Adopted CIP	Proposed CIP
2029	\$390,000	\$390,000
2030	\$1,942,000	\$1,942,000

The WWTP uses an activated sludge system for secondary treatment that separates treated secondary effluent from the activated sludge using two 65-foot-diameter clarifiers. These clarifiers use rotating mechanisms to settle sludge at the bottom and remove scum from the liquid surface. Both secondary clarifier mechanisms are original to the 2004 WWTP construction and are reaching the end of their useful lives. The submerged portion of the mechanisms require condition assessments to determine if replacement or recoating is required.

Improvement: For budgetary purposes, this CIP item assumes that condition assessments indicate the need to fully replace both clarifier mechanisms. The project includes the replacement of both clarifier mechanisms with new carbon steel models (field-coated), recoating the troughs and launders, and refurbishing the effluent weir. These improvements can be phased such that one clarifier is improved at a time.

UV System Replacement and Expansion

Year	Adopted CIP	Proposed CIP
2029	\$182,000	\$182,000
2030	\$725,000	\$725,000

The WWTP uses an ultraviolet (UV) disinfection system to disinfect secondary effluent before it is discharged to the outfall. The existing UV system is reaching the end of its useful life, and its peak capacity is insufficient for the peak hour flow projected for the end of the planning period. The UV system must be replaced with a model with sufficient capacity for the planning period projections.

Improvement: Replace the UV system with a larger peak capacity system. Some structural and mechanical modifications are expected to integrate the new UV system. Electrical improvements are expected, including increasing the power feeder size as necessary and providing instrumentation for full integration. These improvements can be phased such that one reactor channel is upgraded at a time.

WWTP Generator Replacement

Year	Adopted CIP	Proposed CIP
2029	\$202,000	\$202,000
2030	\$1,009,000	\$1,009,000

The WWTP uses a diesel-powered generator housed in the operations building for standby power. Due to the age and observed unreliability of the existing generator, a load analysis and new generator are required.

Improvement: This project involves replacing the indoor generator with a similar unit to be located in the same building. Other upgrades to the ventilation systems, exhaust, and power distribution equipment will be required.

Grit Removal Unit & Classifier Installation

Year	Adopted CIP	Proposed CIP
2027	\$409,000	\$409,000
2028	\$1,635,000	\$1,635,000

The WWTP does not use a grit removal system. Instead, grit is manually removed from the secondary treatment system during semi-annual maintenance. A grit removal system prevents grit from accumulating downstream in the WWTP and reduces wear on equipment. Additionally, upgrades proposed in CIP F9 and CIP F10 introduce new equipment to the WWTP that can be negatively impacted by grit accumulation. Implementation of this item should occur simultaneously with CIP F10 to avoid the negative effects of grit on the proposed equipment.

Improvement: Install a grit removal unit adjacent to the headworks building as called for in the 2004 plans. This will include a classifier and a hopper inside the headworks building, a concrete chamber for the grit unit, and concrete slabs with metal structures to house the equipment. Some structural and mechanical modifications to the screening channels will be necessary to implement the grit unit. Electrical improvements are required to accommodate the proposed equipment, including providing a power feeder as necessary and control wiring as required for full integration.

Stormwater Capital:**Larson Dam Replacement**

Year	Adopted CIP	Proposed CIP
2025	\$200,000	
2026		\$200,000

Replace Larson Dam

Cedarhome Dr Collection System

Year	Adopted CIP	Proposed CIP
2026	\$100,000	\$100,000
2027	\$1,500,000	\$1,500,000

Cedarhome Drive Collection System to take flow off the SR532 storm crossing behind Carlson Trucking.

Irvine Slough Dredge

Year	Adopted CIP	Proposed CIP
2026	\$60,000	\$60,000
2028	\$80,000	\$80,000
2030	\$150,000	\$150,000

We have a 5-year HPA to dredge Irvine Slough. It should be done every other year to improve storm conveyance.

Floodwall- Florence Rd.

Year	Adopted CIP	Proposed CIP
2025	\$400,000	
2026	\$200,000	\$200,000

Construct a removable floodwall on BNSF tracks.

Irvine Slough Drainage

Year	Adopted CIP	Proposed CIP
2025	\$3,700,000	
2026	\$2,200,000	\$4,326,000
2027		\$4,586,400

2026 we look to construct IS4 phase 2 & 5. Phase 2 will construct a new pump station on 92nd to collect and convey stormwater to Irvine slough. Currently existing gravity pipes do not have the fall to get water to the slough by gravity. Phase 5 will add piping North on 92nd to connect to existing storm system flowing from 271st and Heritage Park ditches. 2027 we plan to construct phase 4, which runs from the pump station on 92nd East to BNSF tracks.

GIS Equipment and Setup (Stormwater)

Year	Adopted CIP	Proposed CIP
2025	\$100,000	
2026	\$100,000	\$100,000

Annual investment for sewer element for building a complete GIS system. The GIS system will provide an accurate inventory and location of City storm sewer system.

Skagit Bay Dike Repair

Year	Adopted CIP	Proposed CIP
2026	\$7,000,000	\$7,400,000

Skagit Bay Dike Repair will be completed.

Irvine Slough Pump Station

Year	Adopted CIP	Proposed CIP
2025	\$100,000	
2026	\$150,000	\$250,000
2027	\$250,000	\$250,000
2029		\$510,000

Deficiency: The ISPS includes a small wooden building that houses the pump station's controls and telemetry. The structure's exterior is in poor condition and the finished floor elevation is below the 100-year floodplain. City staff have needed to place sandbags around the structure to prevent water from entering the facility during high tides. Electrical and controls equipment is aging and due for replacement.

Improvement: Demolish the existing controls building, grade the site to bring the new structure above the 100-year floodplain, construct a new concrete masonry unit building, and install new electrical, controls, and telemetry equipment improvements.

Lovers Road & 92nd Ave NW Ditch Improvements

Year	Adopted CIP	Proposed CIP
2027		\$40,000
2028	\$690,000	
2030		\$40,000

Flooding between Drainage and Diking Improvement District 7 and lands north of Lover's Road is widespread. The capacity of the Lover's Road ditch system is insufficient and has localized low points that trap water. The culverts are either perched, partially buried, or of inadequate diameter.

South Douglas Slough Outfall Rehabilitation

Year	Adopted CIP	Proposed CIP
2028	\$350,000	\$350,000

The South Douglas Slough Outfall to the Stillaguamish River is believed to have become buried in sediment. During field investigations by RH2, and subsequent visits by City staff, the outfall could not be located. The City suspects that the tide gate also may be damaged. City staff are continuing to investigate the condition of this part of the City's system, and plan to conduct closed circuit television video inspection of the existing pipe. Improvement: This project is assumed to include excavating to expose the buried outfall, removing

accumulated sediment from within the existing 36-inch pipe, and replacing the 36-inch tide gate.

Drainage System Receiving Station

Year	Adopted CIP	Proposed CIP
2028	\$400,000	\$400,000

Deficiency: City staff use vector trucks and street sweepers to clean roadways, maintain storm and sanitary sewers, and other purposes. The City is in need of a dedicated facility to receive sweepings and material emptied from vector trucks. Improvement: Construct new drainage system receiving station on the City's wastewater treatment plant (WWTP) site. The facility is estimated to be approximately 3,000 square feet and will include a concrete vehicle ramp, receiving basin, and channel with a constant low slope to allow separation of water from the sediment, refer to Image 6-14. Handrails will be located on top of the exterior channel walls for fall prevention. The facility will be covered by a roof structure that is supported by posts. Associated improvements will include water piping and hose bibs for wash down, and a new sump pump and 2-inch-diameter force main extending from the structure to the WWTP headworks.

85th Drive Drainage Improvements

Year	Adopted CIP	Proposed CIP
2030	\$1,180,000	\$500,000

Deficiency: Drainage routinely floods a private residence at the 27800 block of 85th Drive NW because there is no formal drainage system along the road.

Improvement: This project was identified as CIP Project No. 10 in the City's 2015 SCP and remains unchanged. It includes installing a piped conveyance system along 85th Drive NW to flow south and connect to the proposed ditch at 276th Place NW (CIPSW12). Install approximately 1,200 lf of 12-inch storm sewer pipe and 13 catch basins. Resurface approximately 1,200 lf of 85th Drive NW to improve stormwater collection.

276th Place and Pioneer Highway Drainage Improvements (Ditch Work)

Year	Adopted CIP	Proposed CIP
2029	\$80,000	\$110,000

Deficiency: Runoff from 85th Drive NW flows south toward Pioneer Highway, often resulting in erosion of the roadside shoulder and icy road conditions during the winter. The runoff flows cause recurring maintenance concerns and safety issues on Pioneer Highway.

Improvement: This project was identified as CIP Project No. 4 in the City's 2015 SCP and remains unchanged. Construct approximately 250 feet of asphalt-lined ditch improvements along 276th Place NW, terminating at a catch basin to eliminate the ponding that occurs. Construct 10 feet of 18-inch-diameter inlet pipe to collect and convey stormwater into the City's storm sewer system for discharging.

Water Capital:

72nd Ave main (loop system)

Year	Adopted CIP	Proposed CIP
2025	\$150,000	
2026		\$700,000

This project consists of installing approximately 700 lf of 12-inch water main in 72nd Avenue NW to complete a water main loop. Planning to be installed during sidewalk installation. Previous CIP budget did not include the correct LF of piping.

Cedarhome Well Generator

Year	Adopted CIP	Proposed CIP
2025	\$250,000	
2026		\$250,000

The 297 Zone is supplied by the Cedarhome Well which is not equipped with an emergency generator. An emergency generator at the Cedarhome Well will allow the City to continue to utilize the source during a power outage.

Improvement: Install an emergency generator and automatic transfer switch at the Cedarhome Well. The installation should include an outdoor rated generator with sub-base fuel tank on a concrete pad within close proximity to the building, bollards for vehicle protection of the generator and fuel tank, an outdoor-rated automatic transfer switch, and the associated conduit and conductors for integrating the generator and transfer switch into the existing electrical and control system.

271st St At Florence Pipe Upsize

Year	Adopted CIP	Proposed CIP
2029	\$205,000	\$500,000

This project consists of installing approximately 500 lf of 12-inch water main in 271st Street NW between 88th Avenue NW and Florence Road.

Decommission Sill Well

Year	Adopted CIP	Proposed CIP
2027	\$15,000	\$26,000

The Sill Well was a City source of supply more than 20 years ago. The well is not equipped with a pump or connected to the water system. The well needs to be properly decommissioned, and the property sold to the surrounding property owner.

Improvement: Decommission the Sill Well. Remove any existing fencing structures, piping, and electrical equipment. Hire a licensed well driller to properly decommission the well per

WAC 173-160-381. Perforate the casing and pressure grout to fill inside the casing as well as any voids outside of the casing with scaling material.

(89th) Northern UGA Main Improvements

Year	Adopted CIP	Proposed CIP
2030	\$720,000	\$720,000

This project consists of replacement of a 2-inch galvanized water main in 89th Avenue NW with approximately 1,040 lf of 8-inch PVC. There are currently approximately 20 services and 3 fire hydrants along this alignment.

(Skrinde Rd) Northern UGA Main Improvements

Year	Adopted CIP	Proposed CIP
2029	\$1,150,000	\$1,400,000

This project consists of replacing approximately 2,050 LF of 2-inch galvanized and 6-inch PVC water mains along Skrinde Road with 8-inch PVC water main. This alignment currently has approximately 10 services and 2 hydrants.

(288th to Pioneer HWY) Northern UGA Main Improvements

Year	Adopted CIP	Proposed CIP
2028	\$950,000	\$2,200,000

This project consists of replacing 4-inch AC and 4-inch galvanized water main along 288th Street NW with approximately 2,400 lf of 12-inch PVC water main. The alignment currently has 10 services, 3 fire hydrants, and 1 PRV station

272nd ST from 78th ST to 72nd ST Main Replacement

Year	Adopted CIP	Proposed CIP
2026	\$120,000	\$120,000
2027	\$1,030,000	\$1,880,000

This project consists of replacing approximately 2,250 LF of 6-inch and 8-inch AC and 10-inch PVC water main in 272nd Street NW with 12-inch PVC. Currently, there are 15 services and 3 hydrants.

Cedarhome Drive Main and Park Drive Replacement

Year	Adopted CIP	Proposed CIP
2025	\$164,000	
2026	\$1,500,000	\$1,500,000

This project consists of replacing 6-inch steel and AC and 2-inch galvanized water main in Cedarhome Drive from Pioneer Highway to 276th Place NW, including looping in Park Drive, with approximately 3,250 ft of 8-inch PVC pipe.

Leque Road Main Replacement

Year	Adopted CIP	Proposed CIP
2029	\$100,000	
2030	\$1,000,000	\$1,000,000

This project consists of replacing a 2-inch galvanized and 6 inch PVC water main in Leque Road with approximately 5,700 ft of 8-inch PVC. There are currently eight hydrants to be replaced along this alignment.

Knittle Booster Station Improvements

Year	Adopted CIP	Proposed CIP
2025	\$236,000	
2026	\$850,800	\$1,664,000

The Knittle Booster Pump Station is approximately 27 years old, and the facility has issues with a rusting steel floor and piping. The City also has concerns with pump efficiency. Pumping capacity from the 297 Zone to the 365 Zone should also be increased to reduce the fire flow storage requirements in the Cedarhome Reservoir.

Improvement: Replace the existing BPS with a new BPS in a CMU block building with a concrete floor. The new BPS should have a firm capacity of 3,000 gpm to allow the system's highest planning-level fire flow requirement to be pumped from the Knittle Reservoirs to the 365 Zone. The existing generator will need to be supplemented or upsized to support the increased BPS capacity.

76th Drive Main/Service Relocation

Year	Adopted CIP	Proposed CIP
2026	\$90,000	\$180,000
2027	\$700,000	\$1,020,000

This project consists of replacing approximately 1,350 lf of 6 inch AC and 4-inch PVC water main in 76th Drive NW with 1,350 feet of 12-inch PVC, and relocating water services from an alley to the new main. There are approximately 20 services to relocate and 3 fire hydrants along with the hydrant. This project is anticipated to be coordinated with the 272nd Street and 76th Drive Sewer Main Replacement

101st AVE from 272nd PL to 274th Main Replacement

Year	Adopted CIP	Proposed CIP
2030	\$506,791	\$600,000

This project consists of replacing 6-inch AC and 2-inch PVC in 101st Avenue NW from 272nd Place NW to 274th Place NW with approximately 750 lf of 8-inch PVC, including relocating services and three hydrants.

GIS Equipment and Setup (Water)

Year	Adopted CIP	Proposed CIP
2026	\$100,000	\$100,000

Annual investment for Water element to build a complete GIS system. This GIS system will provide an accurate inventory and location of City water system.

RECOMMENDED MOTION

**“I MOVE TO ACCEPT THE SECOND READING AND ADOPT RESOLUTION 2025-05
- SIX YEAR CAPITAL IMPROVEMENT PLAN 2026-2031.”**

City of Stanwood – Capital Improvement Plan (CIP) Project Visual Aid

This document provides visual references for active and proposed Capital Improvement Plan (CIP) projects between 2026 and 2031. Each page includes a single project with a map and street-level imagery for council and public reference. Note not all projects in the CIP are shown in this document.

Sidewalk: 272nd & 72nd

Project Description

This project will add roughly 1200 feet of sidewalk, curb ramps, storm drains, and planter strip from the end of existing sidewalk on 272nd adjacent to the School District Maintenance building connecting to existing sidewalk on 72nd south of Upper Left apartments.

Map View



Street View

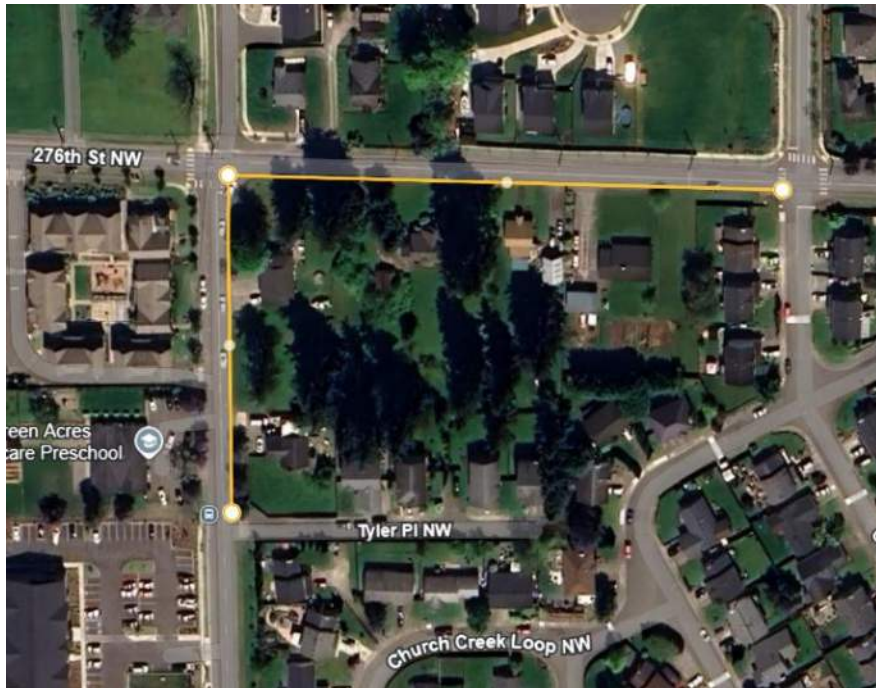


Sidewalk: 72nd Ave & 276th East to 70th

Project Description

Construct new sidewalk on South side of 276th from 72nd to 70th and East side on 72nd from Tyler Place to 276th intersection.

Map View



Street View

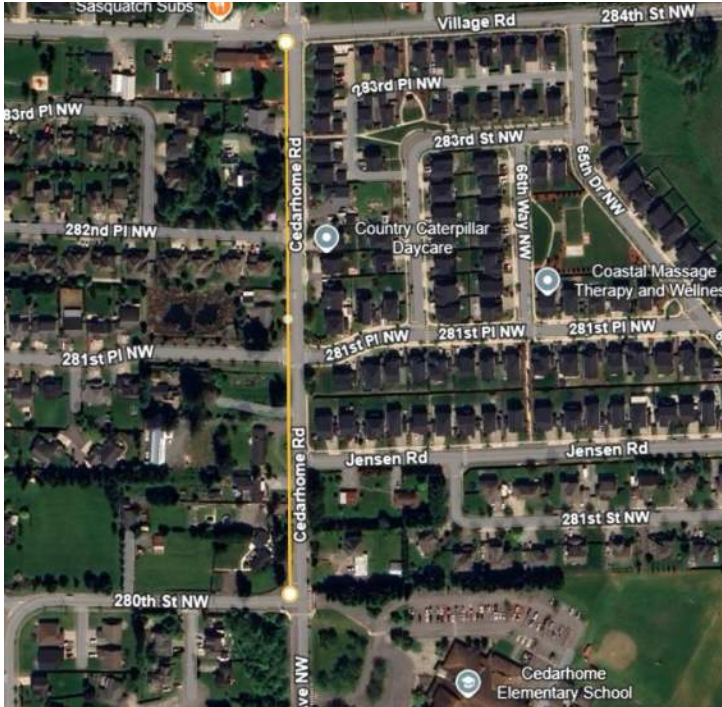


Sidewalk: 68th Cedarhome Store to Cedarhome Elementary

Project Description

Construct new sidewalk sections on West side of 68th to add sidewalk from 284th to Cedarhome elementary.

Map View



Street View

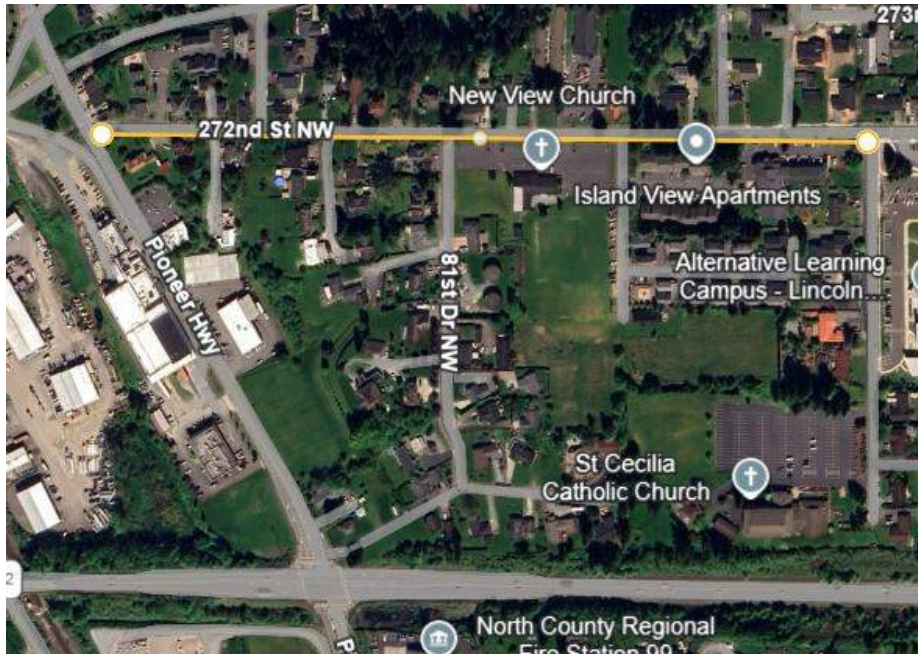


Sidewalk: 272nd West from Highschool

Project Description

Construct new sidewalk on 272nd from Highschool to Pioneer Highway.

Map View



Street View

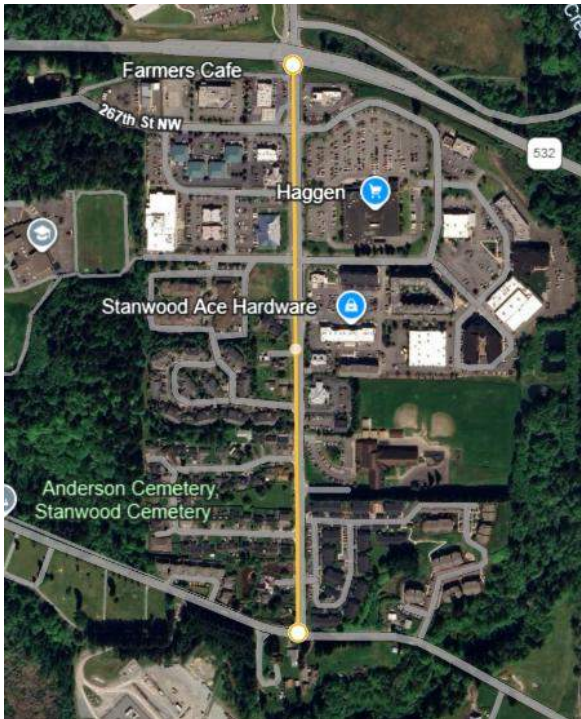


Sidewalk: 72nd SR532 to Pioneer Highway

Project Description

Reconstruct 72nd between Pioneer Highway and SR532 to add wider sidewalks/shared use path.

Map View



Street View



Sidewalk: 284th St NW - South

Project Description

New sidewalk and storm drainage on the south side between 68th and east of 70th Ave

Map View



Street View



New Parking Access & 101st Improvements

Project Description

Create Heritage Access from West End

Map View

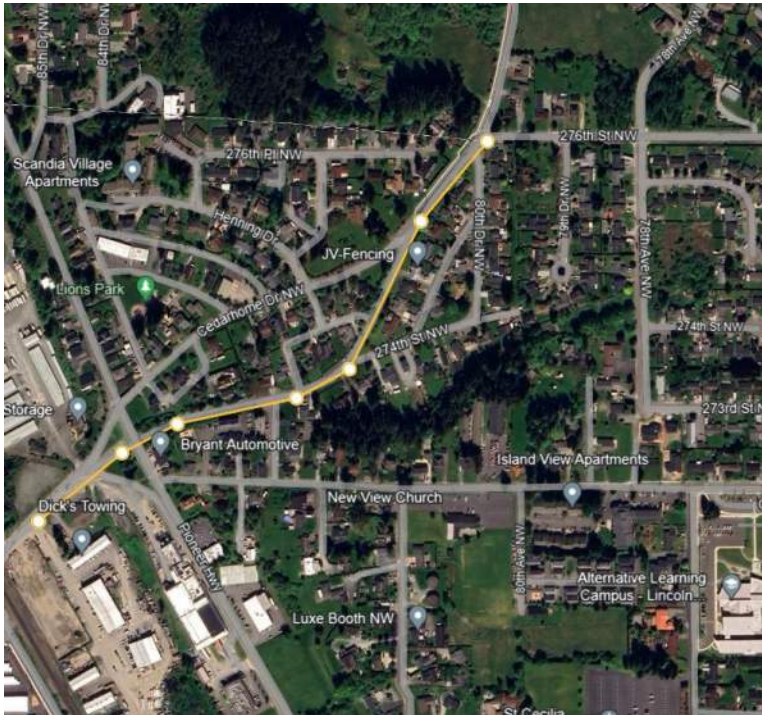


Street View



Sidewalk: Cedarhome Drive NW

Map View



Street View



284th Street NW Improvements

Project Description

Reconstruct and widen 284th Street from 80th Ave NW to 68th Ave NW. Much of this work will take place by developers in 2024/2025 with the Bakerview and Faulker developments.

Map View



Street View



Sidewalk: 276th (Lincoln to 72nd)

Map View



Street View



72nd Ave From 272nd to 27408 Main (Loop System)

Project Description

This project consists of installing approximately 700 lf of 12-inch water main in 72nd Avenue NW to complete a water main loop. Planning to be installed during sidewalk installation. Previous CIP budget did not include the correct LF of piping.

Map View



271st St at Florence Pipe Upsize

Project Description

This project consists of installing approximately 500 lf of 12-inch water main in 271st Street NW between 88th Avenue NW and Florence Road.

Map View

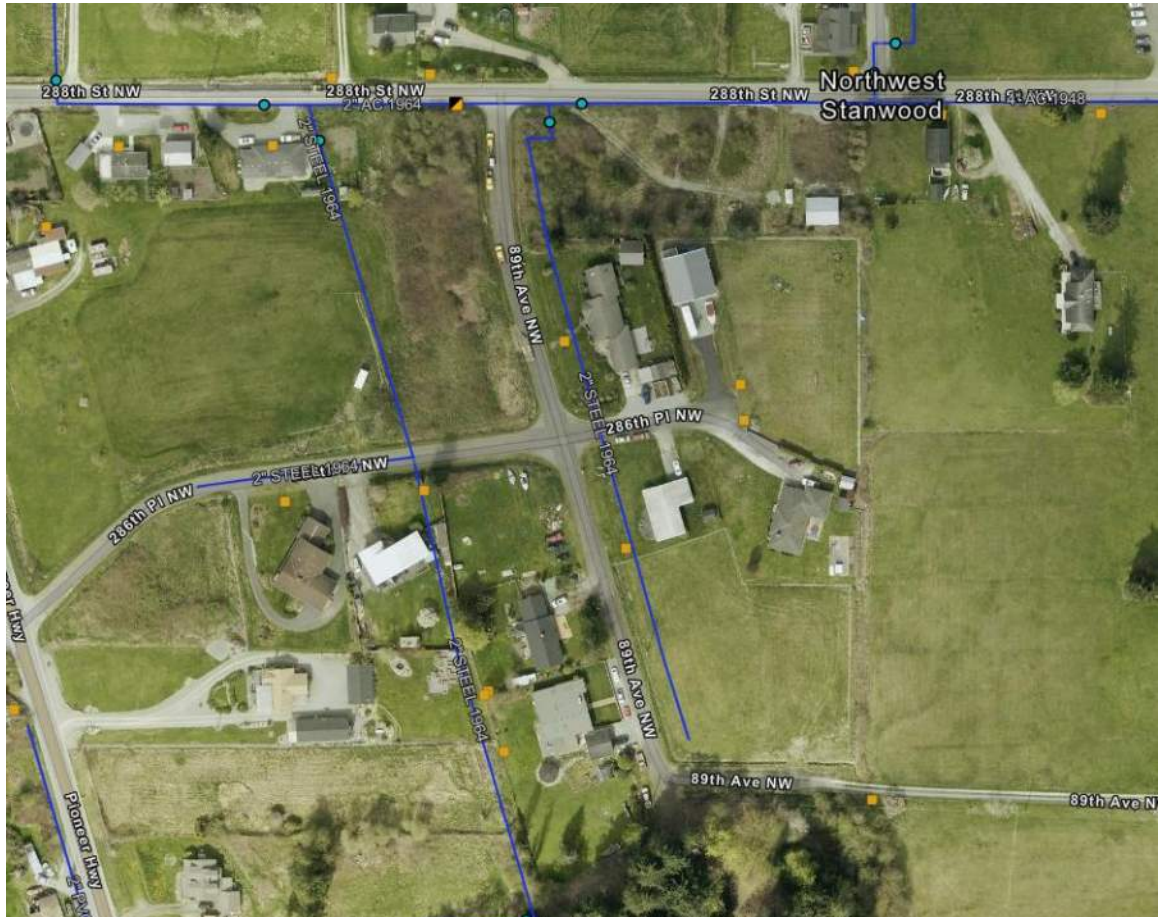


89th Northern UGA Main Improvements

Project Description

This project consists of replacement of a 2-inch galvanized water main in 89th Avenue NW with approximately 1,040 lf of 8-inch PVC. There are currently approximately 20 services and 3 fire hydrants along this alignment.

Map View

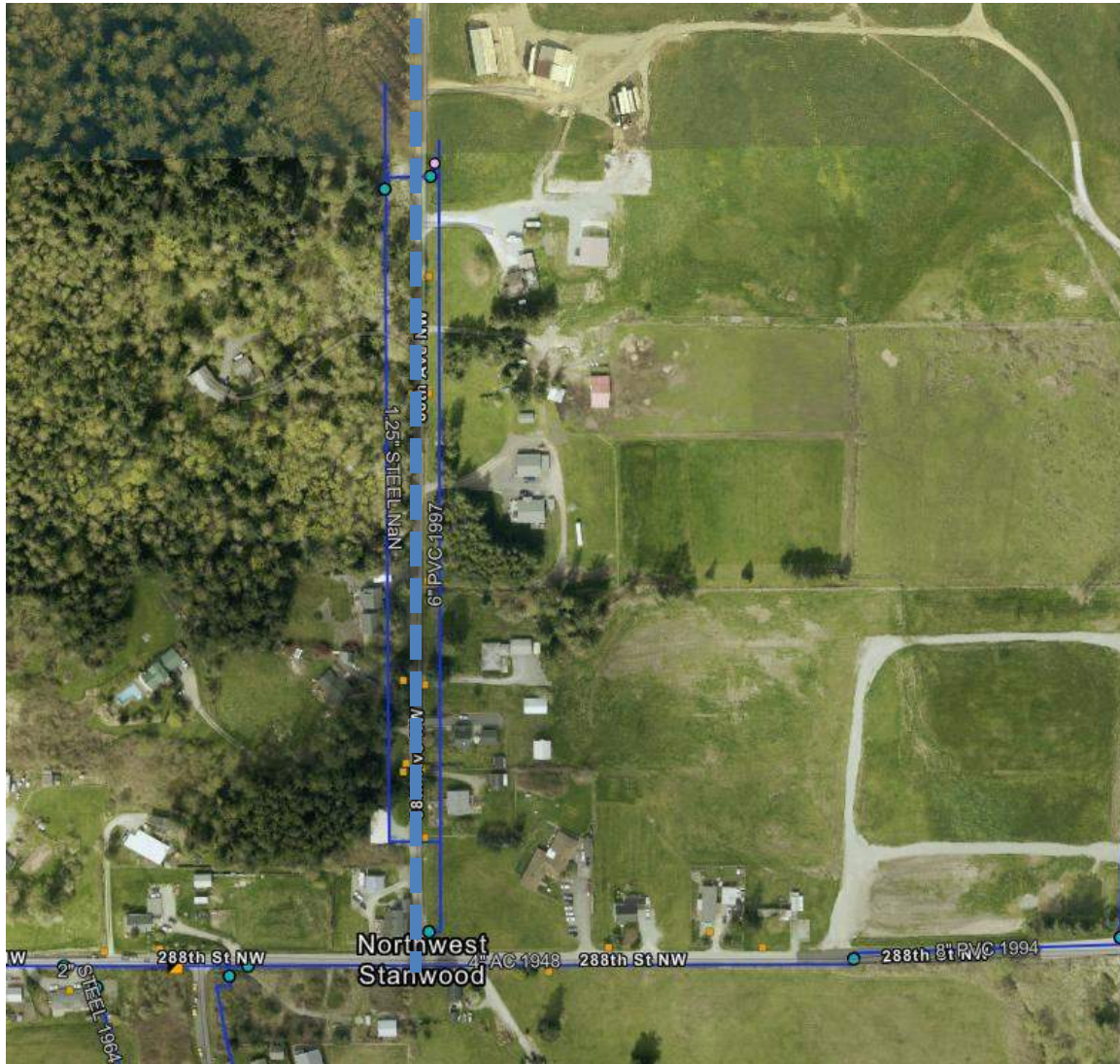


(Skrinde Rd) Northern UGA Main Improvements

Project Description

This project consists of replacing approximately 2,050 LF of 2-inch galvanized and 6-inch PVC water mains along Skrinde Road with 8-inch PVC water main. This alignment currently has approximately 10 services and 2 hydrants.

Map View

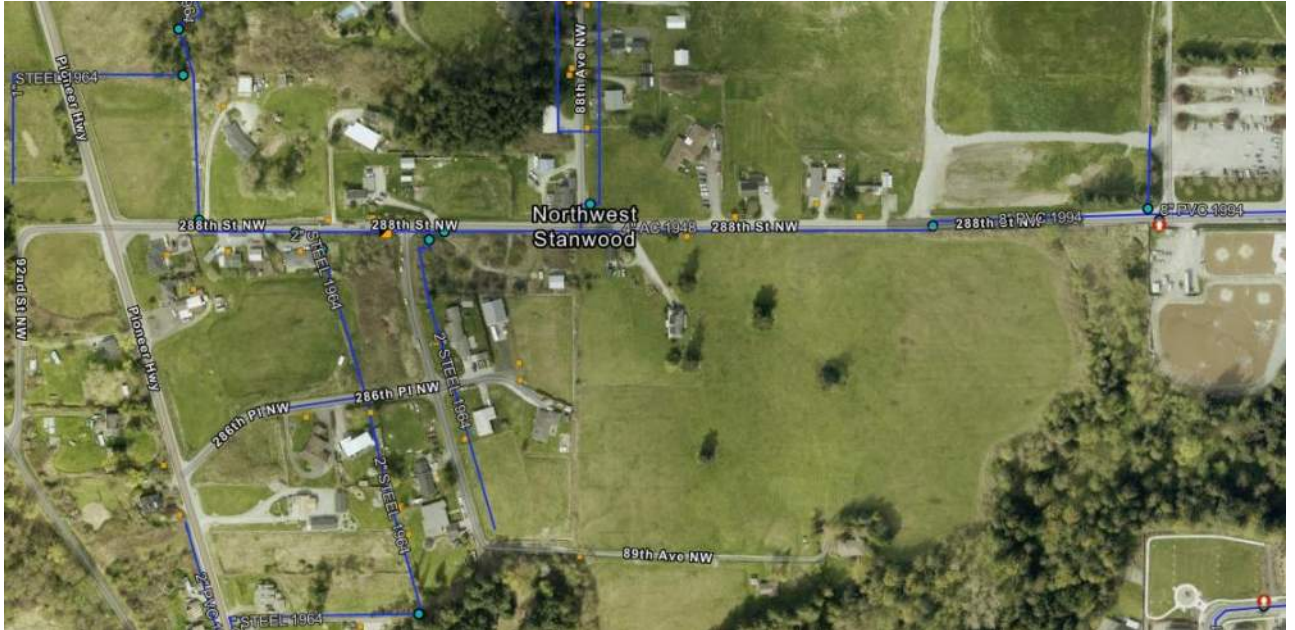


288th to Pioneer HWY Northern UGA Improvements

Project Description

This project consists of replacing 4-inch AC and 4-inch galvanized water main along 288th Street NW with approximately 2,400 lf of 12-inch PVC water main. The alignment currently has 10 services, 3 fire hydrants, and 1 PRV station.

Map View



101st Ave From 272nd PL to 274th Main Replacement

Project Description

This project consists of replacing 6-inch AC and 2-inch PVC in 101st Avenue NW from 272nd Place NW to 274th Place NW with approximately 750 lf of 8-inch PVC, including relocating services and three hydrants.

Map View



**RESOLUTION NO. 2025-05
CITY OF STANWOOD, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD,
WASHINGTON, APPROVING AND ADOPTING THE CITY'S SIX-YEAR
CAPITAL IMPROVEMENT PLAN (CIP) FOR FISCAL YEARS 2026 – 2031.**

WHEREAS, pursuant to the City's Comprehensive Plan, an update to the City's Six-Year CIP does not require an amendment to the Comprehensive Plan as such provisions are set forth in Stanwood Municipal code chapter 17.157; and

WHEREAS, the City would like approve and adopt its Six-Year CIP; and

WHEREAS, the City Council has reviewed the Six-Year Capital Improvement Plan for Fiscal Years 2026 – 2031 and has determined that it is in the interest of the health, safety, and welfare of the citizens of Stanwood to adopt the CIP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON

Section 1. That the Six-Year Capital Improvement Plan for Fiscal Years 2026 – 2031, attached as Exhibit A and incorporated herein by this reference, is hereby **Approved and Adopted**.

APPROVED AND ADOPTED this 23rd day of October 2025.

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

Exhibit A
Six-Year Capital Improvement Plan for Fiscal Years 2026 – 2031

Department	Request Title	Project Total	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Capital								
	Storefront Improvement Program	\$300,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
	New Police Station Design and Construction	\$6,600,000.00	\$6,600,000.00					
Total Capital		\$6,900,000.00	\$6,650,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Park Facilities								
	Raplee Property Environmental Cleanup (271st/270th Street Triangle)	\$600,000.00	\$600,000.00					
	Cedarhome Area Park	\$70,000.00	\$70,000.00					
	Church Creek Park	\$665,000.00	\$65,000.00	\$350,000.00	\$250,000.00			
	Depot Park	\$1,000,000.00	\$1,000,000.00					
	Heritage Park	\$4,190,000.00	\$140,000.00	\$400,000.00	\$1,500,000.00	\$1,200,000.00	\$150,000.00	\$800,000.00
	Port Susan Trail	\$560,000.00	\$250,000.00	\$250,000.00	\$60,000.00			
Total Park Facilities		\$7,085,000.00	\$2,125,000.00	\$1,000,000.00	\$1,810,000.00	\$1,200,000.00	\$150,000.00	\$800,000.00
Sewer								
	Biosolids Removal	\$2,000,000.00					\$2,000,000.00	
	WWTP Plant Upgrades	\$25,734,000.00	\$1,597,000.00	\$6,597,000.00	\$8,770,000.00	\$8,770,000.00		
	Pioneer Hwy and SR532 Sewer Main	\$600,000.00	\$600,000.00					
	WWTP Generator Replacement	\$1,211,000.00				\$202,000.00	\$1,009,000.00	
	Existing Secondary Clarifier No. 2 Replacement	\$1,166,000.00				\$195,000.00	\$971,000.00	
	Existing Secondary Clarifier No. 1 Replacement	\$1,166,000.00				\$195,000.00	\$971,000.00	
	272nd St / 76th Dr Main Replacement	\$150,000.00	\$150,000.00					
	UV System Replacement and Expansion	\$907,000.00				\$182,000.00	\$725,000.00	
	Twin City Mile Project-- 271st Camano Street to 94th Main Replacement	\$1,700,000.00	\$850,000.00	\$850,000.00				
	99th/272nd Pl Main Replacement	\$775,000.00			\$110,000.00	\$665,000.00		
	GIS Equipment and Set-Up (Sewer)	\$100,000.00	\$100,000.00					
	Decommission Church Creek Lift Station	\$40,000.00	\$40,000.00					
	Grit Removal Unit and Classifier Installation Concrete Chamber	\$2,044,000.00		\$409,000.00	\$1,635,000.00			
	Headworks Screen Replacement/Addition	\$1,365,000.00		\$228,000.00	\$1,137,000.00			
	Sewer Rate Study	\$45,000.00				\$45,000.00		
	Inflow and Infiltration Study	\$125,000.00			\$125,000.00			
	Pioneer Hills Lift Station Upgrade	\$1,200,000.00	\$200,000.00	\$1,000,000.00				
	Cedarhome Dr. Sewer Main Replacement	\$1,285,000.00	\$1,285,000.00					
	72nd Ave Sewer Main Replacement	\$1,925,000.00	\$1,925,000.00					
	68th Sewer Main Replacement	\$1,000,000.00	\$1,000,000.00					
	Decommission Cedarhome Lift Station	\$80,000.00						\$80,000.00
	Taylor's Landing Lift Station Upgrades	\$200,000.00						\$200,000.00
	Copper Station Lift Station Upgrades	\$100,000.00						\$100,000.00
	Pioneer Highway (Taylor's Landing Vicinity)	\$900,000.00						\$900,000.00
Total Sewer		\$45,818,000.00	\$7,747,000.00	\$9,084,000.00	\$11,777,000.00	\$10,254,000.00	\$5,676,000.00	\$1,280,000.00
Stormwater								
	ISSP Phase 2	\$3,000,000.00	\$3,000,000					
	ISSP Phase 4	\$4,160,000.00		\$4,160,000				
	ISSP Phase 5	\$1,120,000.00	\$1,120,000					
	Floodwall - Florence Road	\$200,000.00	\$200,000.00					
	Larson Dam Replacement	\$200,000.00	\$200,000					
	Skagit Bay Dike Repair	\$7,400,000.00	\$7,400,000					
	Cedarhome Drive Collection System	\$1,600,000.00	\$100,000	\$1,500,000				

	Irvine Slough Pump Station	\$1,010,000.00	\$ 250,000	\$ 250,000		\$ 510,000		
	Lover's Road and 92nd Ave NW Ditch Improvements	\$80,000.00		\$ 40,000			\$ 40,000	
	South Douglas Slough Outfall Rehabilitation	\$350,000.00			\$ 350,000			
	Drainage System Receiving Station	\$400,000.00			\$ 400,000			
	85th Drive Drainage Improvements	\$500,000.00					\$ 500,000	
	276th place and Pioneer Highway Drainage Improvements (Ditch Work)	\$110,000.00				\$ 110,000		
	Irvine Slough Dredge	\$290,000.00	\$ 60,000		\$ 80,000		\$ 150,000	
Total Stormwater		\$20,420,000.00	\$12,330,000.00	\$5,950,000.00	\$830,000.00	\$620,000.00	\$690,000.00	\$0.00
Street Capital								
	SR532 & 72nd Crosswalk and Signalization	\$650,000.00	\$150,000.00	\$500,000.00				
	Sidewalk: 272nd & 72nd	\$1,080,000.00	\$1,080,000.00					
	72nd Ave & 276th East to 70th	\$550,000.00		\$550,000.00				
	68th Cedarhome Store to Cedarhome Elementary	\$560,000.00			\$560,000.00			
	272nd West from Highschool	\$860,000.00				\$175,000.00	\$685,000.00	
	72nd South SR532	\$1,500,000.00						\$1,500,000.00
	Sidewalk: 284th St NW- South	\$350,000.00					\$350,000.00	
	Westside Overlays	\$400,000.00		\$400,000.00				
	New Parking Access & 101st Improvements(previously 101st Ave Rec)	\$750,000.00					\$750,000.00	
	80th Ave Reconstruction Phase 2 Widening with Calming Device	\$5,000,000.00			\$5,000,000.00			
	SR532 Hamilton Entrance Intersection-SR532 Roundabout	\$3,500,000.00			\$800,000.00	\$2,700,000.00		
	Sidewalk: Cedarhome Drive NW	\$1,042,000.00					\$1,042,000.00	
	Overlay and ADA Improvements	\$2,828,000.00	\$428,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$500,000.00	\$550,000.00
	284th Street NW Improvements	\$1,000,000.00		\$1,000,000.00				
	City Beautification Projects	\$310,000.00	\$85,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
	Twin City Mile Downtown Renovation Project	\$4,225,000.00	\$575,000.00	\$1,500,000.00	\$1,150,000.00	\$500,000.00	\$500,000.00	
	Sidewalk: 276th (Lincoln to 72nd)	\$300,000.00						\$300,000.00
Total Street Capital		\$24,905,000.00	\$2,318,000.00	\$4,445,000.00	\$8,005,000.00	\$3,870,000.00	\$3,872,000.00	\$2,395,000.00
Water								
	72nd AVE from 272nd ST to 27408 72nd Main (loop system)	\$700,000.00	\$700,000.00					
	Cedarhome Well Generator	\$250,000.00	\$250,000.00					
	271st St at Florence Pipe Upsize	\$500,000.00				\$500,000.00		
	Decommission Sill Well	\$26,000.00		\$26,000.00				
	(89th) Northern UGA Main Improvements	\$720,000.00					\$720,000.00	
	(Skrinde Rd) Northern UGA Main Improvements	\$1,400,000.00				\$1,400,000.00		
	(288th to Pioneer HWY) Northern UGA Main Improvements	\$2,200,000.00			\$2,200,000.00			
	272nd ST from 78th ST to 72nd ST Main Replacement	\$2,000,000.00	\$120,000.00	\$1,880,000.00				
	271st Camano Street to 94th Main Repl. (TCM Project)	\$810,000.00	\$200,000.00	\$610,000.00				
	Cedarhome Drive Main and Park Drive Replacement	\$1,500,000.00	\$1,500,000.00					
	Leque Road Main Replacement	\$1,000,000.00					\$1,000,000.00	
	Knittle Booster Station Improvements	\$1,664,000.00	\$1,664,000.00					
	76th Drive Main/Service Relocation	\$1,200,000.00	\$180,000.00	\$1,020,000.00				
	101st AVE from 272nd PL to 274th Main Replacement	\$600,000.00					\$600,000.00	
	GIS Equipment and Set-Up (Water)	\$100,000.00	\$100,000.00					
	Water Rate Study	\$45,000.00				\$45,000.00		
	Annual Water Main Improvements	\$400,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00		
	Meter Replacement	\$320,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00		
Total Water		\$15,435,000.00	\$4,894,000.00	\$3,716,000.00	\$2,380,000.00	\$2,125,000.00	\$2,320,000.00	\$0.00
Total Departments		\$120,563,000.00	\$36,064,000.00	\$24,245,000.00	\$24,852,000.00	\$18,119,000.00	\$12,758,000.00	\$4,525,000.00



City of Stanwood City Council Staff Report

Item Number: 10.a.
Date: November 13, 2025
Subject: Approve First Reading of Ordinance 1554 2026 Revenue Sources Property Tax Levy
Contact Person: David Hammond, Finance Director
Attachments: 1. Ordinance 1554 - 2026 Property Tax Levy

ISSUE

The purpose of this agenda item is to consider first reading of Ordinance 1554, establishing the 2026 property tax levy.

Reference: [2025-2026 Digital Budget Book](#)

Staff Recommendation:

Staff recommends conducting the public hearing to receive public testimony and approving first reading of Ordinance 1554, which increases the 2026 Property Tax Levy by the statutorily allowed one percent over the 2025 Levy Amount. The decision whether to levy some or all available banked capacity is available to the City Council, which could be set aside in capital funds to provide reserves for future projects, such as funding bonded debt for park or street improvement projects. Such reserves contribute to the city's bond rating, which in turn lead to lower long-term borrowing costs.

Committee Recommendation:

N/A, the budget and property tax levy are reviewed by the full City Council.

BACKGROUND:

The 2025-2026 Operating Budget was discussed at the council's May and September

workshops and the Capital Improvement Plan 2025-2030 update was discussed by the City Council during workshop in August and October.

As reference, see the link above to review the Mayor's proposed budget.

As part of the mid-biennial budget review process, revenues for the current expense (General Fund) are forecast. The economy remains relatively stable in the midst of uncertainty around federal tariff policy and other administrative changes (real GDP was 3.84 percent in the second quarter). This growth is attributed to consumer spending. The real estate market remains solid in Stanwood primarily due to new construction, which affects impact fees, real estate excise taxes (REET) and utility plant investment fees (PIF). The economic outlook must consider the possibility of a recession in the upcoming year. It is impossible to predict the depth or the duration of a recession, and although a recession is possible, it may not significantly impact the city's operating funding sources. The city's forecast for sales tax is most threatened by a recession, so the forecast is appropriately conservative. Year-to-date, the city's sales tax receipts are trending ahead of budget by 7.6 percent, and can be attributed to the significant construction activity in the city.

One source of revenue within the General Fund is property taxes and the City Council must take final action on a property tax levy no later than November 28th.

The 2025-2026 Biennial General Fund Budget anticipated revenue of \$7,627,401 in 2025 and \$7,782,147 in 2026. The city's biennial budget was estimated to begin 2025 with a fund balance of \$4.6 million and a forecast ending 2026 Fund Balance of \$2.4 million, however the actual beginning balance was approximately \$400,000 higher, due to building permit activity occurring late in the year that was expected to occur in 2025.

ECONOMIC OUTLOOK:

The city's Financial Management Policy requires a conservative revenue forecast.

- The federal government's changing tariff policies have created significant uncertainty, although the economy has not shown signs of decreasing. The Federal Reserve has successfully managed their responsibility to both maintain employment while keeping down inflation. It appears likely they will continue to lower their target rates this year once or twice.
- Mortgage rates remain slightly above 6 percent.
- As of August, unemployment in Washington averages 4.5% statewide, which is higher than the national average of 4.2%. Snohomish County is 4.6%.
- Housing prices have decreased about 5% year-to-date with sales slowing, according to Redfin.
- The US Conference Board *Expectations Index*—based on consumers' short-term outlook for income, business, and labor market conditions—decreased by 1.3 points to 73.4 in September. Expectations have been below the threshold of 80, which typically signals a recession ahead, since February 2025.

Analysis:

The General Fund is the main operating fund of the City, funded by six revenue categories: Taxes, Licenses & Permits, State Shared sources, Charges for Services, Fines & Forfeitures, and Miscellaneous. Each of these sources is discussed in more detail below. The only change in assumptions for this revenue update is to reflect an increase in property tax due to the addition of New Construction to the city tax rolls.

Chart 1 below provides an extended General Fund outlook to 2031. The data supporting Chart One is provided on the following page.

Chart 1—General Fund Six Year Outlook (see data in table on following page):

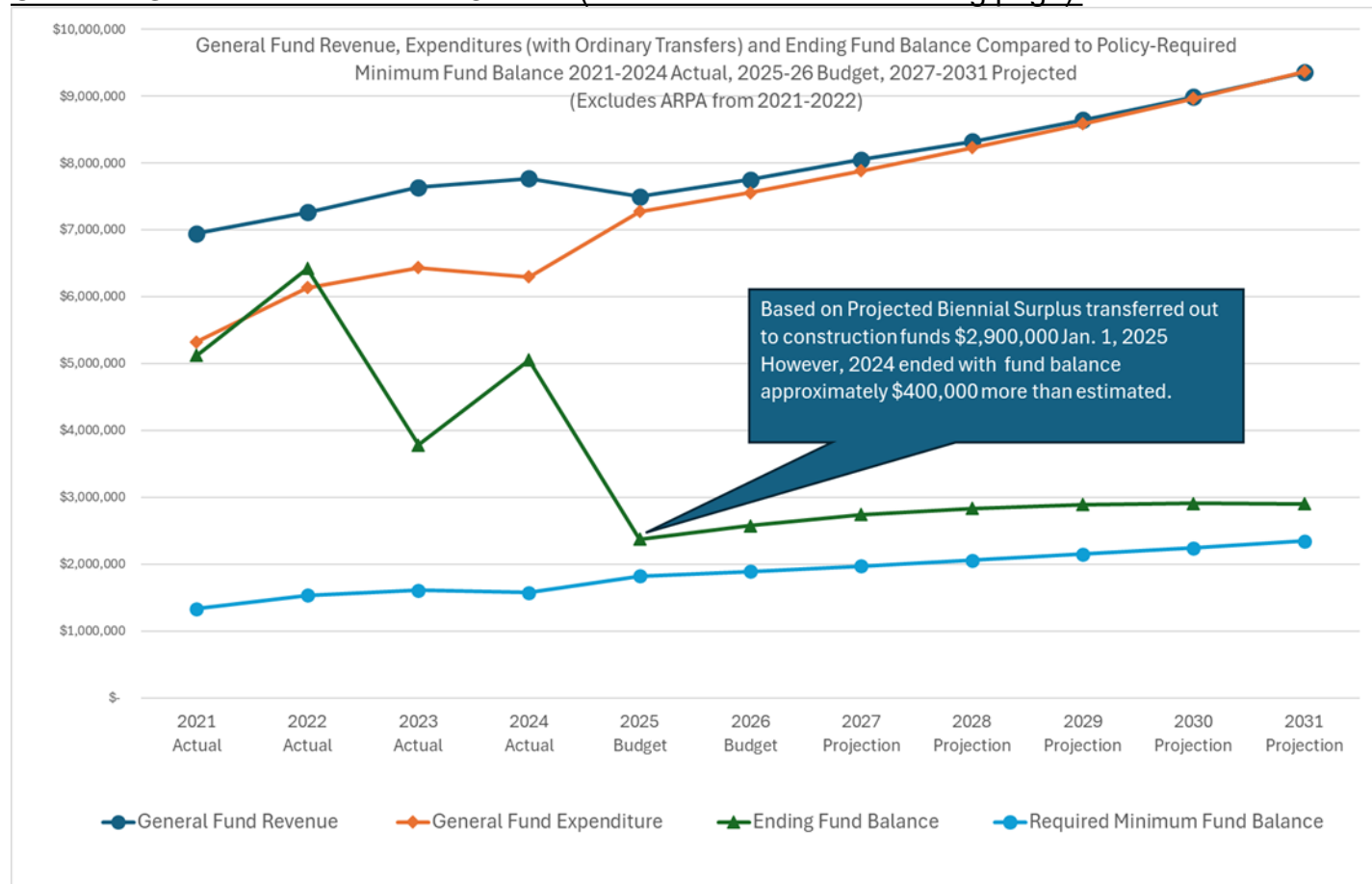
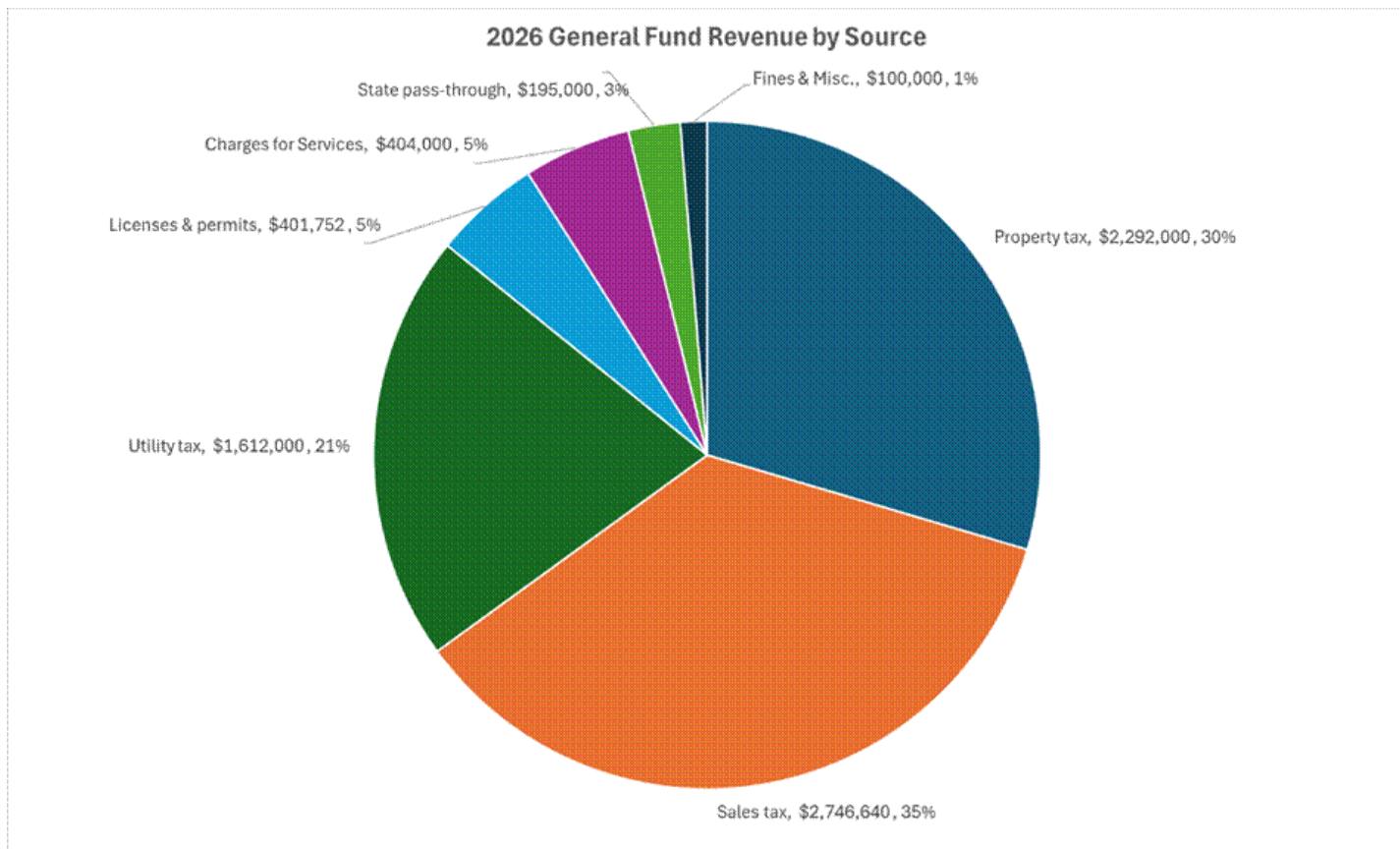


Table 1—General Fund Data- 2021-24 Actual/Projected, 2025-26 Proposed Mid-Biennium Budget Amendment, 2027-2030 Forecast

	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2026 Budget	2027 Projection	2028 Projection	2029 Projection	2030 Projection	2031 Projection
Beginning Fund Balance	\$4,428,700	\$5,123,512	\$6,420,478	\$3,779,433	\$5,052,025	\$2,371,582	\$2,571,788	\$2,739,761	\$2,831,852	\$2,887,488	\$2,909,929
General Fund Revenue											
Property tax	\$1,826,734	\$1,939,484	\$2,041,200	\$2,115,448	\$2,196,286	\$2,292,000	\$2,360,760	\$2,506,471	\$2,581,665	\$2,659,115	\$2,738,889
Sales tax	\$2,523,757	\$2,582,845	\$2,646,459	\$2,631,627	\$2,641,000	\$2,746,640	\$2,883,972	\$3,028,171	\$3,179,579	\$3,338,558	\$3,505,486
Utility tax	\$1,176,351	\$1,383,659	\$1,412,330	\$1,452,965	\$1,550,000	\$1,612,000	\$1,708,720	\$1,811,243	\$1,919,918	\$2,035,113	\$2,157,220
Licenses & permits	\$510,985	\$438,551	\$521,597	\$461,447	\$397,774	\$401,752	\$405,769	\$350,000	\$350,000	\$350,000	\$350,000
Charges for Services	\$388,009	\$508,862	\$553,403	\$615,510	\$400,000	\$404,000	\$408,040	\$350,000	\$350,000	\$350,000	\$350,000
State pass-through	\$1,398,640	\$1,364,795	\$312,524	\$278,153	\$199,000	\$195,000	\$190,000	\$185,000	\$180,000	\$175,000	\$175,000
Fines & Misc.	\$139,941	\$58,890	\$144,151	\$210,535	\$110,000	\$100,000	\$90,000	\$85,000	\$80,000	\$80,000	\$80,000
	\$7,964,417	\$8,277,086	\$7,631,664	\$7,765,685	\$7,494,060	\$7,751,392	\$8,047,261	\$8,315,885	\$8,641,162	\$8,987,786	\$9,356,594
Less: ARPA	\$1,018,070	\$1,018,070									
	\$6,946,347	\$7,259,016	\$7,631,664	\$7,765,685	\$7,494,060	\$7,751,392	\$8,047,261	\$8,315,885	\$8,641,162	\$8,987,786	\$9,356,594
General Fund Expenditure											
Operating Expenditures:											
Salaries and Wages	\$1,352,689	\$1,444,022	\$1,662,890	\$1,716,077	\$1,695,734	\$1,774,191					
Personnel Benefits	\$520,807	\$563,665	\$623,415	\$630,172	\$676,297	\$653,417					
Supplies	\$39,088	\$69,859	\$77,885	\$59,705	\$95,546	\$78,890					
Services	\$375,417	\$698,077	\$566,222	\$589,107	\$705,923	\$722,977					
Professional Services	\$447,904	\$659,508	\$520,887	\$180,568	\$568,094	\$441,894					
Public Safety Services Contracts	\$1,982,424	\$2,000,246	\$2,228,961	\$2,464,314	\$2,650,459	\$2,864,415					
Capital	\$13,500	\$10,400	\$1,284	\$16,450	\$26,250	\$26,250					
Operating Subtotal	\$4,731,829	\$5,445,777	\$5,681,544	\$5,656,393	\$6,418,303	\$6,562,034	\$6,890,136	\$7,234,642	\$7,596,375	\$7,976,193	\$8,375,003
Transfers Out:											
Streets	\$300,000	\$340,000	\$370,000	\$400,000	\$400,000	\$400,000					
Equipment	\$110,710	\$90,343	\$80,165	\$47,500	\$153,060	\$152,992					
Tourism	\$43,750	\$105,000	\$80,000	\$80,000	\$160,000	\$291,282					
Rainy Day Fund	\$34,313	\$50,000	\$111,000	\$-	\$24,000	\$24,000					
Water (Hydrant Reimb.)	\$100,000	\$100,000	\$110,000	\$109,200	\$119,140	\$120,878					
Ordinary Transfers Out Subtotal	\$588,773	\$685,343	\$751,165	\$636,700	\$856,200	\$989,152					
Operating and Ordinary Transfers	\$5,320,602	\$6,131,120	\$6,432,709	\$6,293,093	\$7,274,503	\$7,551,186	\$7,879,288	\$8,223,794	\$8,585,527	\$8,965,345	\$9,364,155
Extraordinary Transfers											
Floodwall		\$564,000	\$150,000								
Street Construction		\$285,000	\$1,190,000	\$200,000	\$250,000						
Parks Construction	\$449,003		\$1,500,000		\$250,000						
Facilities Capital	\$1,500,000		\$1,000,000		\$2,400,000						
Total Transfers Out	\$2,537,776	\$1,534,343	\$4,591,165	\$836,700	\$3,756,200	\$989,152					
Total Expenditures	\$7,269,605	\$6,980,120	\$10,272,709	\$6,493,093	\$10,174,503	\$7,551,186					
Ending Fund Balance	\$5,123,512	\$6,420,478	\$3,779,433	\$5,052,025	\$2,371,582	\$2,571,788	\$2,739,761	\$2,831,852	\$2,887,488	\$2,909,929	\$2,902,368
Required Minimum Fund Balance	\$1,330,151	\$1,532,780	\$1,608,177	\$1,573,273	\$1,818,626	\$1,887,797	\$1,969,822	\$2,055,949	\$2,146,382	\$2,241,336	\$2,341,039

The chart below illustrates the composition of General Fund Revenue sources, with utility taxes, sales taxes and property taxes comprising the majority.



Building Permits and Development Related Charges:

Development-related revenues are based on the number of permits the city expects to issue. The 2025-26 budget estimated revenues associated with building activity with an assumption of issuing 50 residential permits in 2025 and 70 in 2026. With additional commercial activity and associated revenue, the forecast is for License & permit revenue of \$415,000 and Charges for services of \$500,000, per year.

2025 Update: As of October 31, these fees have exceeded budget by \$350,000. This appears to be due to Cedarside and Bakerview developments proceeding faster than anticipated, therefore fees coming in 2025 are likely to be fees we estimated for the biennium, so staff do not recommend revising forecast.

Sales Tax:

General Fund retail sales tax received through October 2025 was \$2,237,135, which was 7.6 percent more than received through October 2024. Currently, the city's sales tax received is \$157,968 ahead of budget, or 5.3%; if this trend holds true for the remainder of the year, then 2024 General Fund Sales Tax will be \$2,609,562. The city also receives approximately \$200,000 of sales tax passed through from the state on a per capita basis for support of criminal justice programs. Total of all sales tax is estimated to be \$2.8 million in 2025.

Sales tax from construction year-to-date is 24.25 percent, which is higher than in 2024 (through October), but this is comparable to recent years, which have tended to be approximately 23 to 25%. Staff does not recommend revision to 2026 estimates due to the uncertainty in the economic outlook.

Utility Tax

The 2025–2026 budget included utility rate increases, as well as additional utility connections, which will result in increased utility tax revenue in the General Fund, depending on the weather. 2025 utility tax is estimated to total \$1,550,000, compared to \$1,452,965 in 2024. 2026 is expected to increase 6% to 1,612,000. Staff does not recommend changes to 2026 estimate.

State-Shared Revenues

State distributed revenues, such as liquor excise taxes and the criminal justice sales taxes are allocated based on population. The 2025 population estimate is 8,950 which is an increase of 125 over the prior year. Although the city population is higher, estimates from the State indicate the 2026 state-shared revenue be only slightly higher than 2025, very close to current estimate of \$215,000. Staff does not recommend changes to 2026 estimate.

Streets Fund

The street fund accounts for operating revenues and expenditures associated with the maintenance and repair of city streets. The motor vehicle fuel tax (MvFT) can be used for Streets operations and maintenance and is estimated at \$151,326 in 2025 as budgeted. This estimate appears reasonable after three quarters of 2024. The 2026 estimate from the state based on population is a small increase to \$154,209, compared to current budget estimate of \$150,000. Staff does not recommend changes to 2026 estimate.

The other revenue sources for Streets are MvFT and transfers from the General Fund and Transportation Benefit Fund. Complicating the Street fund budget is the fact that MvFT has not significantly increased over time and may even decline because it is based on gallons sold, while drivers are increasingly choosing hybrid or electric vehicles. At the same time, street maintenance costs, such as labor and electricity for streetlights continue to increase. Staff recommend to continue to hold the General Fund subsidy steady at \$400,000 per year, and gradually increase support from the TBF, which was \$60,000 in 2024, \$81,000 in 2025, and \$101,250 in 2026.

Property Tax Levy for 2026

Property tax and the amount that a taxing jurisdiction may levy each year is subject to strict limitations. The levy amount is a set dollar amount and is levied upon the value of

property assessed by the Snohomish County Assessor. One limitation is the levy cannot increase more than 1% from the prior year's levy, unless the City has available capacity to levy more. However, this additional amount is subject to further limitations.

For 2026, the proposed tax levy is calculated by taking the 2025 levy of \$2,189,898 and increasing it 1%, \$21,899 to \$2,211,797. The 1% increase was anticipated in the approved 2025-2026 budget. Additionally, the levy will increase by the value of new construction, state utility changes, refunds and annexations. For the 2026 levy, new construction value is estimated at \$61,053. Based on a 1% increase for the 2026 levy, the city tax rate would be \$1.1733 per \$1,000 of AV; a decrease of \$0.06 per \$1,000 of AV from the 2025 tax rate. The total levy, including the value of new construction, state utilities and refunds from prior years, is \$2,292,641.

In addition to the 1% annual increase limitation, there is a \$3.60 District Aggregate Limitation. This means that the total amount of the city tax rate. The Regional Fire Authority rate and the Sno-Isle Library rates cannot cumulatively exceed \$3.60 per \$1,000 of AV. For 2026, we meet this limitation as the proposed city rate is \$1.1733. The RFA is estimated to be \$1.50, and the Library is estimated to be \$0.31 for a total of \$2.980. The City Council may choose to levy banked capacity, estimated to be no more than \$804,443 in additional levy with a tax rate of no higher than \$1.60. This additional levy amount would increase the levy over the 1% limitation but is allowed by law.

The preliminary budget for 2025-2026 proposed budget does not include the levy of banked capacity but does include a one percent increase. Table Three below summarizes the 2026 levy with a one percent increase to remain consistent with the biennial budget. However, council may elect not to increase the levy and bank the capacity for future needs. Table Four below provides examples of the impact of these options on a typical residence, including an example demonstrating the effect of a levy of \$200,000 of available banked capacity, for illustrative purposes. Staff does not recommend levying banked capacity at this time, instead, recommending the city council save this option for a specific need in the future.

Table Three – 2026 Property Tax Levy Summary- With 1% Increase

Item	Amount
2025 Total Regular Levy	\$ 2,189,898
1% Levy Increase	21,899
Est. New Construction (\$49,401,899)	61,053
Refunds	9,7910
Annexation	0
Utilities (estimated)	10,000
Banked Capacity (within \$1.60 statutory limit)	804,443
Additional Banked Capacity Estimate	358,178
Estimated 2026 Levy*, includes new construction and refunds, without Banked Capacity	\$2,292,641

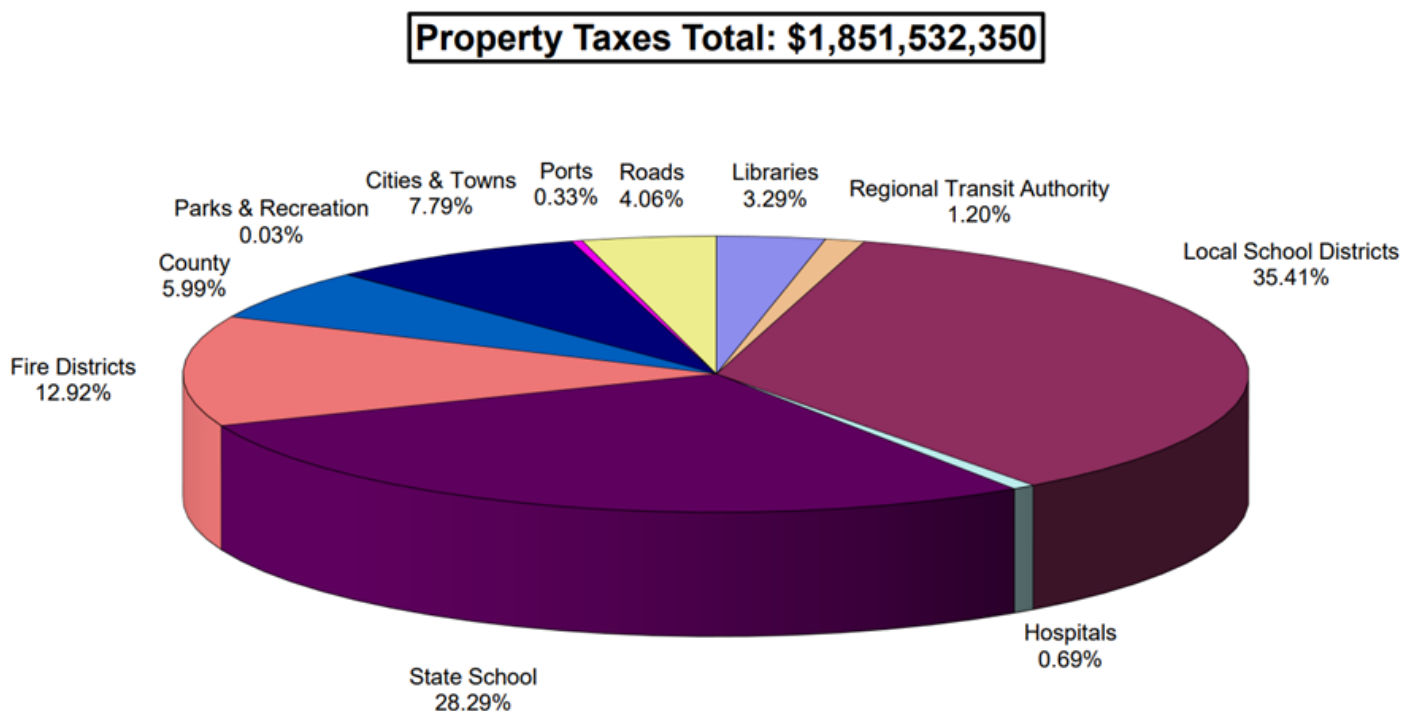
Estimated 2026 Levy Rate, without banked capacity*	\$1.1733
*Amounts per Sept. 2025 Preliminary Assessed Valuation \$1,885,149,883.	

Table Four – Example impact of levy options

Estimated 2026 Tax On Typical Residence*		Levy Rates
With no increase	\$ 656.73	\$ 1.1617
With 1% increase	\$ 663.30	\$ 1.1733
With 1% increase, and levy \$200,000 banked capacity	\$ 723.27	\$ 1.2794
For reference, 2025 tax on typical residence*	\$ 656.73	\$ 1.3139
*Typical 2025 residence value \$531,400		
Typical 2026 residence value \$565,338		

The chart below illustrates the portion of a property owner's annual property tax that was levied by Snohomish County cities in 2025, 7.78 percent. Note this is a county-wide distribution, individual city distributions will differ depending on the make-up of districts and their particular tax rates.

Snohomish County Distribution of Taxes 2025



COUNCIL OPTIONS:

The City Council options include:

1. Approve first reading of ordinance 1554 to increase the 2026 Property Levy 1%.
2. Approve first reading of ordinance 1554 to increase the 2025 Property Tax Levy an additional % that is within the \$3.60 limitation, utilizing a portion of banked capacity; which can be no more than \$804,443.
3. Approve the first reading of ordinance 1554 that does not increase the Levy and remain at 2025 levy amount adding to future banked capacity.
4. Do not approve ordinance 1554 and direct staff to prepare other analysis and make further adjustments and set another adoption date for the 2026 Levy no later than November 28, 2025.

RECOMMENDED MOTION:

I MOVE TO APPROVE THE FIRST READING OF ORDINANCE 1554 LEVYING TAXES UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF STANWOOD, WASHINGTON FOR 2026, WITH ONE PERCENT LEVY INCREASE FROM 2025.

Note that the council must take final action on a property tax levy by November 28, as levy certifications must be prepared and submitted to the Snohomish County Assessor's Office by their 2025 deadline.

Ordinance / Resolution No. 1554
RCW 84.55.120

WHEREAS the City Council of Stanwood, WA has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2026; and

WHEREAS the districts actual levy amount from the previous year was \$ 2,189,898; and
(Previous year's levy amount)

WHEREAS the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy
is hereby authorized for the levy to be collected in the 2026 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 21,899
which is a percentage increase of one % from the previous year. This increase is exclusive of
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,
solar, biomass, and geothermal facilities, any increase in the value of state assessed property, increment value, any
annexations that have occurred and refunds made.

Adopted this _____ day of _____, _____.

_____	_____
_____	_____
_____	_____

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



City of Stanwood City Council Staff Report

Item Number: 10.b.
Date: November 13, 2025
Subject: Approve First Reading of Ordinance 1553 Mid-Biennium Budget Adjustment
Contact Person: David Hammond, Finance Director
Attachments: 1. Ordinance 1553 version2 11-7-2025

ISSUE

The issue before council is to review and discuss mid-biennium budget updates.

Reference: [2025-2026 Digital Budget Book](#)

Summary:

This report provides recommended mid-biennium adjustments to the 2025-2026 budget. The recommended changes include items that have been authorized by council, such as the increase to the municipal code update consultant contract and the approval of the Business and Community Relations Coordinator position. Staff also requests authorization for program changes, as well as changes arising from new information or revised estimates. Finally, there are a set of recommended capital program budget changes that relate to the timing and cost estimates of projects, with projects occurring either earlier or later than budgeted.

Revenue Outlook:

The only revenue to be updated is property tax. Based on Snohomish County Assessor information, the city's levy, including a one percent increase, will increase from a budgeted \$2,262,175 to \$2,292,000. This increase of 1.3% results from new construction added to the city's assessed value. All other revenue streams are on track for a combined 2025–2026 estimates.

Topic: Salaries & Benefits

The 2026 budget for salaries assumed a 5 percent cost of living (COLA) increase, and

for benefits on a 6 percent increase. The actual 2026 COLA is 4 percent, while actual benefit increases varied. The effect of these changes, and the implementation of a salary market analysis, resulted in increases in the Tourism and Stormwater funds, offset by decreases or no impact to the Streets, General fund and Sewer and Water funds.

Stormwater Fund Impact	2026 Budget	2026 MBA	Difference
Salaries & Benefits	\$389,507	\$407,723	\$18,216

Tourism and Promotion Fund	2026 Budget	2026 MBA	Difference
Salaries & Benefits	\$88,432	\$219,715	\$131,283

Topic: Indirect Cost Allocations — The city accounts for overhead by allocating certain functions (Human Resources, Finance, Administration, Clerk, Legal, etc.) to the operating utility funds. The finance department estimates the amounts for the second year of each biennium, then recalculates using 2024 actual costs and then trues up to actual during the mid-biennium adjustment. The required adjustment this year is as follows:

Indirect Cost Allocation Correction-by Fund	2026 Budget	2026 MBA	Difference
Water Operating	\$294,630	\$333,765	\$39,135
Stormwater Operating	\$179,506	\$204,302	\$24,796
Sewer Operating	\$378,186	\$382,548	\$4,362

Topic: Council Previously Approved Changes — This section details four items that have previously been reviewed and approved by council, and now need to be written into the budget appropriation.

1. New Position — Business and Community Relations Coordinator

The cost for the position is estimated at \$122,400 in 2026 and will be charged to the general fund. This position was approved by council in July, and the position is now filled.

2. Municipal Code Update Project

In October 2025, council authorized a contract amendment with the code rewrite consultant, BHC Consultant, increasing the contract by \$105,000, to be paid from the general fund.

General Fund Impact	2026 Budget	2026 MBA	Difference
Community Development Professional Services	\$150,823	\$255,823	\$105,000
Transfer to Tourism Fund	\$160,000	\$291,283	\$131,283
Total			\$236,283

3. Depot Park Cleanup

In July 2025, Council authorized cleanup work at Depot Park when an additional underground fuel tank was discovered. Council also authorized acceptance of a Department of Ecology grant to pay for the work in the amount of \$42,900. This work was completed in 2025 and the grant reimbursement received.

Park Construction Fund Impact	2026 Budget	2026 MBA	Difference
Depot Park	\$0	\$42,900	\$42,900

4. SR 532 Corridor Study

The 2025-2026 budget includes two Intersection Control Evaluations, at \$40,000 each, for 72nd Ave and 102nd Ave. Subsequently, council authorized an amendment to this approach to expand it to work with WSDOT to develop a corridor wide plan at a cost of \$150,000. This work is underway and is expected to develop a ten percent plan.

Street Construction Fund Impact	2026 Budget	2026 MBA	Difference
SR 532 Study	\$0	\$70,000	\$70,000

Topic: Vehicle/Equipment replacement update

1. Park Equipment—The biennium budget included \$34,000 for a replacement Field Drag. However, the current pricing is \$44,000. Additionally, one replacement truck ordered in 2024 was not delivered or paid for until 2025. However, the budget authority was not carried over.

General Vehicle Replacement Fund Impact	2026 Budget	2026 MBA	Difference
Field Drag & New Vehicle	\$15,435	\$86,435	\$71,000

2. Water Department Equipment—The water department is requesting this change to replace a truck.

Water Vehicle Replacement Fund Impact	2026 Budget	2026 MBA	Difference
Replacement vehicle	\$0	\$64,000	\$64,000

Topic: Capital Improvement Plan 2026 Revisions

Water— The Water Department identified three projects requiring amendment to the current budget:

Water Construction Fund Impact	2026 Budget	2026 MBA	Difference
72nd Ave Main (loop system)	\$0	\$700,000	\$700,000
Knittle Booster Station Improvements	\$850,800	\$1,400,000	\$549,200
76th Dr. Main Replacement	\$90,000	\$180,000	\$90,000
Total			\$1,339,200

Stormwater— The Skagit Bay Dike Repair project was revised by combining the remaining cleanup work at Johnson Farm with the repair project and also revising the total project estimate to \$7.4 million. This impacts the Stormwater Construction Fund and Park Construction Fund as follows:

Stormwater Construction Fund Impact	2026 Budget	2026 MBA	Difference
Skagit Bay Dike	\$6,000,000	\$7,400,000	\$1,400,000
Total			\$1,400,000

Park Construction Fund Impact	2026 Budget	2026 MBA	Difference
Johnson Farm Improvements	\$315,000	\$0	(\$315,000)
Total			(\$315,000)

Parks Construction Fund Impact	2026 Budget	2026 MBA	Difference
Transfer to Drainage Construction	\$0	\$400,000	\$400,000
Total			\$400,000

Transfer Johnson Farm Cleanup to Drainage
Construction

Drainage Construction Fund Impact	2026 Budget	2026 MBA	Difference
Transfer from Park Construction	\$0	\$400,000	\$400,000
Total			\$400,000

Transfer Johnson Farm Cleanup to Drainage

Construcion

RECOMMENDATION

"I MOVE TO APPROVE THE FIRST READING OF ORDINANCE 1553 MID-BIENNIUM BUDGET ADJUSTMENT."

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1553

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON,
AMENDING ORDINANCE 1540 RELATING TO THE 2025-2026 BUDGET**

WHEREAS, the City previously adopted the 2025-2026 biennial budget pursuant to Ordinance 1540; and

WHEREAS, by law the City may not have expenditures in excess of budgeted appropriations for an individual fund; and

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

Section 1. Ordinance No. 1540 is hereby amended to reflect the totals of 2025-2026 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in Exhibit 1.

Section 2. Except as provided herein and any prior amendments, all provisions of Ordinance 1540 shall remain in full force and effect unchanged.

Section 3. The Finance Director is hereby authorized to include year-end actual cash balances in the final budget document as determined at the close of the current fiscal year.

Section 4. Following adoption of this ordinance a copy shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and the Municipal Research Services Center.

ADOPTED by the Stanwood City Council and APPROVED by the Mayor this ___ **day of November 2025.**

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

By: _____

Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT 1

Fund Name		Beginning 2025 Fund Balance	Budget Revenues	Budget Expenditures	2026 Budget Beginning Fund Balance	Budget Revenues	Budget Expenditures	Estimated 2026 Ending Fund Balance
			2025	2025		2026	2026	
General Fund		\$ 4,598,222	\$ 7,396,360	\$ 10,185,116	\$ 1,809,466	\$ 7,650,958	\$ 7,811,886	\$ 1,648,538
Street Operating		\$ 209,171	\$ 678,605	\$ 716,469	\$ 171,307	\$ 698,535	\$ 760,608	\$ 109,234
Street Impact Fees		\$ 179,093	\$ 277,000	\$ 350,000	\$ 106,093	\$ 360,525	\$ 400,000	\$ 66,618
Street Construction		\$ 2,565,306	\$ 3,559,000	\$ 5,064,552	\$ 1,059,754	\$ 1,723,750	\$ 2,358,000	\$ 425,504
Park & Trail Improvement		\$ 1,902,530	\$ 2,215,000	\$ 3,650,000	\$ 467,530	\$ 575,000	\$ 992,900	\$ 49,630
Park Impact Fees		\$ 177,440	\$ 241,000	\$ 100,000	\$ 318,440	\$ 277,000	\$ 250,000	\$ 345,440
Equipment Reserve-General		\$ 543,495	\$ 257,638	\$ 116,257	\$ 684,876	\$ 257,537	\$ 86,435	\$ 855,978
Transportation Benefit Fund		\$ 104,955	\$ 566,500	\$ 600,000	\$ 71,455	\$ 566,500	\$ 500,000	\$ 137,955
Contingency		\$ 620,063	\$ 44,000	\$ -	\$ 664,063	\$ 44,000	\$ -	\$ 708,063
Building Improvement Fund		\$ 3,381,340	\$ 3,075,000	\$ 630,000	\$ 5,826,340	\$ 1,275,000	\$ 6,600,000	\$ 501,340
Tourism And Promotion		\$ 55,882	\$ 166,030	\$ 181,655	\$ 40,257	\$ 298,313	\$ 314,714	\$ 23,856
REET 1: Capital Improvements		\$ 371,684	\$ 160,300	\$ 400,000	\$ 131,984	\$ 160,300	\$ 200,000	\$ 92,284
REET 2 - Growth Management		\$ 274,788	\$ 156,180	\$ -	\$ 430,968	\$ 156,180	\$ 100,000	\$ 487,148
Sewer Operating		\$ 1,878,657	\$ 3,544,698	\$ 3,216,531	\$ 2,206,824	\$ 3,745,359	\$ 3,328,840	\$ 2,623,343
Sewer Construction		\$ 4,328,801	\$ 1,998,750	\$ 5,240,000	\$ 1,087,551	\$ 2,628,750	\$ 2,587,000	\$ 1,129,301
Sewer Plant Investment		\$ 278,360	\$ 545,655	\$ 750,000	\$ 74,015	\$ 190,406	\$ 200,000	\$ 64,421
Sewer Equipment Reserve		\$ 795,000	\$ 137,221	\$ 125,000	\$ 807,221	\$ 133,496	\$ 150,418	\$ 790,299
Drainage Operating		\$ 794,944	\$ 1,719,800	\$ 1,498,435	\$ 1,016,309	\$ 1,770,785	\$ 1,750,868	\$ 1,036,226
Drainage Construction		\$ 3,913,090	\$ 1,650,000	\$ 4,716,000	\$ 847,090	\$ 9,376,000	\$ 10,210,000	\$ 13,090
Drainage Plant Investment		\$ 71,353	\$ 142,100	\$ 200,000	\$ 13,453	\$ 142,100	\$ 150,000	\$ 5,553
Drainage Equipment Reserve		\$ 465,900	\$ 77,263	\$ 39,375	\$ 503,788	\$ 77,263	\$ -	\$ 581,051
Water Operating		\$ 965,080	\$ 3,385,672	\$ 3,371,329	\$ 979,423	\$ 3,208,215	\$ 3,016,163	\$ 1,171,475
Water Construction		\$ 2,302,978	\$ 1,857,750	\$ 1,880,000	\$ 2,280,728	\$ 2,594,250	\$ 4,444,000	\$ 430,978
Cedar Home Plant Investment Fees		\$ 395,807	\$ 138,500	\$ 475,000	\$ 59,307	\$ 260,000	\$ 200,000	\$ 119,307
Water Plant Investment Fees		\$ 867,236	\$ 508,000	\$ 1,250,000	\$ 125,236	\$ 1,325,000	\$ 1,400,000	\$ 50,236
Water Equipment Reserve		\$ 456,021	\$ 88,429	\$ 90,000	\$ 454,450	\$ 88,430	\$ 64,000	\$ 478,880
Total Funds		\$ 32,497,196	\$ 34,586,451	\$ 44,845,719	\$ 22,237,928	\$ 39,583,652	\$ 47,875,832	\$ 13,945,748



City of Stanwood City Council Staff Report

Item Number: 11.a.

Date: November 13, 2025

Subject: Adoption of 2026 Salary and Benefits Schedule and Authorization of Union Agreements (2026-2028)

Contact Person: Pat Adams, Human Resource Manager

Attachments:

1. Resolution 2025-07 2025 Salary and Benefits
2. PW Union Agreement November 2025
3. Admin Union Agreement November 2025
4. Salary Analysis -Rep 11-2025
5. Salary Analysis - NR 11-2025

ISSUE

The purpose of this agenda item is to:

1. Seek Council approval of Resolution 2025-07, adopting the City's 2026 Salary and Benefits Schedule for all employees; and
2. Authorize the Mayor to sign the three-year collective bargaining agreements (2026–2028) between the City and Teamsters Local 231, representing both the Public Works and Administrative bargaining units.

STAFF RECOMMENDATION

Staff recommends passing Resolution 2025-07, adopting the 2026 salary and benefits schedule for City employees, and authorizing the Mayor to execute the three-year collective bargaining agreements, effective January 1, 2026 through December 31, 2028.

BACKGROUND

1. *Represented Employees – Teamsters Local 231 (Public Works and Administrative)*

City representatives and Teamsters Local 231 began negotiations in September 2025 for successor contracts to those expiring December 31, 2025. On October 24, 2025, the parties reached tentative agreements that were ratified by both union groups.

Contract Term

Three-year agreements covering January 1, 2026, through December 31, 2028, providing stability and predictability for both the City and employees.

Wage Adjustments

- 2026: Across-the-board 4% wage increase.
- 2027 & 2028: Annual COLAs equal to 100% of the Seattle-Tacoma-Bellevue CPI-W (June-to-June), with a 2% floor and 5% ceiling.

This framework balances regional competitiveness with fiscal sustainability by tying future adjustments to inflationary trends while maintaining cost predictability.

Health & Welfare

- City continues to provide 100% premium coverage under the Washington Teamsters Medical Plan A, Dental Plan A, and AWC VSP Vision for 2026.
- In 2027–2028, the City funds up to 8% annual premium increases; costs above this threshold will be shared by employees through payroll deduction.

This approach preserves comprehensive health benefits while controlling long-term cost growth.

Pension Contributions

The City's contribution to the Western Conference of Teamsters Pension Trust increases as follows:

- 2026 – \$0.78 per compensable hour
- 2027 – \$0.88 per compensable hour
- 2028 – \$1.00 per compensable hour

Reclassifications and Equity Adjustments

As part of the negotiated agreements and salary study findings, select classifications within both the administrative and public works bargaining units were adjusted to better reflect current market conditions, evolving job responsibilities, and internal alignment across comparable roles.

These changes primarily address areas where technical, operational, and support positions were found to be below market averages. The updates also ensure consistent

pay relationships between classifications with similar levels of responsibility, technical expertise, and supervisory scope.

In addition, the Parks Planning Manager will remain vacant, and some of those functions will instead be absorbed through the reclassification of the current Public Works Office Specialist to Parks and Public Works Administrative Specialist. This change streamlines administrative operations by consolidating support for both public works and parks under one position while recognizing the expanded duties and technical responsibilities now assigned to that role. Some of these changes include:

- Grant administration and budget monitoring
- Preparation and management of consultant service contracts
- Coordination of parks planning and design work with other departments and outside agencies
- Staffing the Parks and Trails Advisory Committee
- Oversight of interagency park development projects

2. *Non-Represented Employees*

All employees not represented by Teamsters Local 231 are considered non-represented. The 2026 salary and benefits schedule proposes the following:

Salary Adjustments

- 4% general wage increase effective January 1, 2026.
- Future COLAs (2027–2028) will follow the Seattle-Tacoma-Bellevue CPI-W (June-to-June), with a 2% floor and 5% ceiling for cost alignment with our represented staff.

Medical Insurance

Coverage continues through the AWC Benefit Trust, with the following rate changes for 2026:

- Regence plans: +8.7%
- Kaiser plans: +11.6%
- Willamette Dental: +7.6%
- Delta Dental: +4.4%
- VSP: No change

The City proposes continuing to offer Regence HealthFirst 250, Kaiser \$200, and high-deductible HSA-eligible plans. HSA contributions will remain \$3,600 (family) and \$1,800 (single) annually, with the incentive structure maintained.

Beginning in 2026, and in response to steadily rising Kaiser \$200 plan premium increases over recent years, the City will follow the same cost-sharing model as the Regence HealthFirst 250 plan, whereby the City covers 100% of the employee premium

and 91% of spouse and dependent premiums, with employees contributing 9% toward dependent coverage.

Deferred Compensation Contribution

The City's deferred compensation contribution will increase from \$126 per month to \$140 per month in 2026. This adjustment acknowledges the rising cost of living and aims to ensure that non-represented staff can effectively prepare and save for their future. Unlike represented employees who are covered by the Western Conference of Teamsters Pension Trust plan, non-represented staff do not have access to the same level of pension benefits. Therefore, it is key to provide these contributions to ensure equitable treatment across all employee groups. Future increases to \$156 (2027) and \$174 (2028) are incorporated into the resolution.

Other Benefits

Continuation of:

- City-paid life insurance (\$10,000 policy)
- Long-term disability coverage (AWC Standard, Option 1)
- Dental and vision coverage for all dependents
- PERS retirement participation

2025 Salary Study

In addition to the proposed union and non-represented adjustments, staff conducted a 2025 market analysis using the same comparable jurisdictions as the 2022 review. The 2025 study results (attached) indicate that many positions across both represented and non-represented classifications have maintained or improved market alignment following prior adjustments. However, the analysis also identified several classifications that fell below regional averages, warranting targeted adjustments to maintain competitiveness and internal equity.

Overall, the combined findings confirm that Stanwood's compensation structure remains largely competitive. Implementing the proposed adjustments and realignments will promote internal equity, sustain competitiveness, and support continued recruitment and retention stability.

BENEFITS TO THE CITY

- **Workforce Stability:** Multi-year contracts and updated salary structures support continuity and retention.
- **Equity and Competitiveness:** Aligns wages with regional comparables while maintaining internal equity.
- **Fiscal Responsibility:** COLAs are capped, and cost-sharing models limit long-term exposure to inflation.
- **Employee Engagement:** Fair and predictable compensation practices strengthen morale and organizational trust.

FINANCIAL IMPACT

Staff conducted a 2025 market analysis using the same comparable cities reviewed in 2022 to evaluate pay equity and regional competitiveness across all classifications. The study revealed that some key positions are below market averages. Aligning these positions to market rates results in an estimated annual fiscal impact of approximately \$105,000 across all funds. This cost is partially offset by the 5% COLA estimate that was included in the 2026 budget.

The 2026 personnel budget across all funds will incur an increase of \$60,562, which is a combination of the factors in the table below. This increase will be included in the mid-biennial budget amendment and will affect the General Fund, the Tourism & Marketing Fund and the Stormwater Fund, and the Transportation Benefit Fund.

4% COLA less than budgeted (5%)	\$ (42,595)
Salary & Wages Market Adjustments	\$ 105,000
Park Planning Manager Position Vacant	\$ (130,500)
New Business & Economic Development position	\$ 122,400
Increases to Deferred Comp & Pension Trust	\$ 7,000
Benefits change less than budgeted	\$ (13,743)
PW & Parks Administrative Associate Position Change	\$ 13,000
	<u>\$ 60,562</u>

COUNCIL OPTIONS

1. Approve Resolution 2025-07 adopting the 2026 Salary and Benefits Schedule and authorize the Mayor to sign the Teamsters Local 231 Public Works and Administrative Agreements.
2. Approve Resolution 2025-07 with modifications.
3. Decline approval and direct staff to return with revisions.

RECOMMENDED MOTIONS

"I MOVE TO PASS RESOLUTION 2025-07, ADOPTING THE 2026 SALARY AND BENEFITS SCHEDULE FOR CITY EMPLOYEES"

"I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENTS WITH TEAMSTERS LOCAL 231, REPRESENTING THE ADMINISTRATIVE AND PUBLIC WORKS BARGAINING UNITS, EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028."

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2025-07

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON ADOPTING
A SALARY AND BENEFIT SCHEDULE FOR CITY EMPLOYEES EFFECTIVE
JANUARY 1, 2026.**

WHEREAS, it is necessary and appropriate to establish the salary and benefits schedule for employees and elected officials of the City of Stanwood by Resolution of the City Council; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to fix the compensation and working conditions of its officers and employees; and

WHEREAS, the City has concluded collective bargaining with Teamsters Local Union No. 231 for new three-year contracts covering 2026-2028; and

WHEREAS, it is necessary to establish the salary and benefits schedule for all City employees effective January 1, 2026;

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

Section 1: Adopting Pay and Benefits for Teamsters Administrative Employees

That the monthly base compensation for City employees represented by Teamsters Local Union No. 231 (representing the Administrative Employees), shall be as set forth below:

<u>Classifications</u>	<u>Minimum</u>	<u>Maximum</u>
PW and Parks Administrative Associate	\$6,871	\$8,881
Associate Planner	\$6,545	\$8,457
Deputy City Clerk	\$6,544	\$8,457
Accounting Specialist	\$5,943	\$7,680
Public Works Office Specialist	\$5,943	\$7,680
Permit Specialist	\$5,777	\$7,064
Administrative Assistant	\$5,777	\$7,064
Accounting Technician II	\$5,777	\$7,064
Police Records Clerk	\$5,777	\$7,064
Permit Specialist	\$5,777	\$7,064
Accounting Technician I	\$5,063	\$6,212

Other compensation and benefits for City Teamsters Administrative Employees are set forth in the current Collective Bargaining Agreement. In addition, the City will provide AWC Standard Long Term Disability Insurance, Option 1, Standard Life Insurance, and the Vision Service Plan (VSP) \$0 Copay plan.

Section 2: Adopting Pay and Benefits for Teamsters Public Works Employees

That the monthly base compensation for City employees represented by Teamsters Local Union No. 231 (representing the Public Works Employees), shall be as set forth below:

<u>Classifications</u>	<u>Minimum</u>	<u>Maximum</u>
Utilities Lead	\$7,747	\$10,012
PW Lead Person (Parks/Streets)	\$6,858	\$8,863
GIS and Engineering Analyst	\$6,858	\$8,863
WW Treatment Plant Operator III	\$6,477	\$8,371
Engineering Technician	\$6,178	\$7,984
WW Treatment Plant Operator II	\$6,178	\$7,984
Water Plant Operator II	\$6,178	\$7,984
Water Plant Operator I	\$5,758	\$7,442
PW Technician II	\$5,679	\$7,339
PW Technician I	\$5,125	\$6,624

Other compensation and benefits for City Teamsters Public Works Employees are set forth in the current Collective Bargaining Agreement. In addition, the City will provide AWC Standard Long Term Disability Insurance, Option 1, Standard Life Insurance, and the Vision Service Plan (VSP) \$0 Copay plan.

Section 3: Adopting Pay and Benefits for Non-Represented Employees

That the monthly base compensation for City employees who are not represented by a union or collective bargaining group shall be as set forth below to include a wage increase of 4% in 2026:

<u>Classifications</u>	<u>Minimum</u>	<u>Maximum</u>
City Administrator	\$17,254	\$19,490
Public Works Director	\$14,478	\$16,354
Finance Director	\$14,153	\$15,987
Community Development Director	\$14,153	\$15,987
City Engineer/Capital Projects Manager	\$11,927	\$13,424
Human Resources Manager	\$11,378	\$12,851
Finance Manager	\$10,323	\$11,732
Public Works Supervisor	\$10,323	\$11,732
City Clerk	\$9,877	\$11,156
Building Official	\$9,858	\$11,135
Associate Engineer	\$9,413	\$10,593
Senior Accountant	\$9,413	\$10,593
Senior Planner	\$8,893	\$10,045
Communications and Marketing Specialist	\$8,634	\$9,717
Business and Community Relations Coordinator	\$8,201	\$9,231
Planner	\$7,742	\$8,745

a) Health Insurance and Retirement Benefits

The City of Stanwood currently provides the following benefits for full-time non-represented employees:

- Medical –
 1. Regence Health First 250 Plan—The City covers 100% of employee premiums and 91% of spouse and dependent premiums, with employees paying 9%.
 2. Kaiser Permanente \$200 deductible - The City covers 100% of employee premiums and 91% of spouse and dependent premiums, with employees paying 9%.
 3. Health First High-Deductible Plan, or Kaiser Permanente High-Deductible Plan. The City pays 100% of the employee, spouse and dependent premiums and will make the following Health Savings Account contributions. The initial incentive amounts will be paid in January of each year, and the regular H.S.A. contribution will be paid in 1/12th installments monthly.

	Year One		Year Two		All Future years	
	H.S.A.	Incentive	H.S.A.	Incentive	H.S.A.	Incentive
Family	\$ 3,000	\$ 4,200	\$ 3,000	\$ 4,200	\$ 3,600	\$ -
Single	\$ 1,500	\$ 2,100	\$ 1,500	\$ 2,100	\$ 1,800	\$ -

- Regular, full-time non-represented employees can voluntarily decline medical insurance coverage for themselves or their eligible family members and receive a monthly financial incentive for doing so. The incentive amount is half the savings from the employee, spouse or dependent not included in the monthly medical premium.
- The City pays 100% of the dental and vision premiums for employee, spouse and dependent:
 - 1) Delta Dental Plan J
 - 2) Willamette Dental \$15 Copay Plan
 - 3) Vision Service Plan (VSP) \$0 Copay Plan
- \$10,000 life insurance paid by the City.
- Public Employees Retirement System (PERS). Benefit levels and contributions are set by the State of Washington.
- Deferred Compensation Plans. The City offers participation in three Deferred Compensation Plans, which allow employees to make tax deferred deposits up to dollar limits defined by the IRS, as follows:
 - 1) Empower Retirement Deferred Compensation Plan
 - 2) Washington State Deferred Compensation Program
 - 3) MissionSquare Retirement (formerly ICMA-RC)

All non-represented staff shall be eligible for City contributions as follows:
 2026 \$140/month
 2027 \$156/month

2028 \$174/month

- AWC Standard Long Term Disability insurance, Option 1

b) Other Benefits as Provided in the Personnel Policy Manual

The City of Stanwood provides other benefits to its employees as set forth in the Personnel Policy Manual as approved by the City Council.

ADOPTED by the City Council and **APPROVED** by the Mayor this 13th day of November 2025.

CITY OF STANWOOD

By _____
Sid Roberts, Mayor

ATTEST:

By _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)

January 1, ~~2023~~**2026** - December 31, ~~2025~~**2028**

Table of Contents - TBD

<u>ARTICLE I - RECOGNITION, UNION MEMBERSHIP, AND PAYROLL DEDUCTION</u>	1
<u>ARTICLE II - UNION RIGHTS AND NON-DISCRIMINATION</u>	2
<u>ARTICLE III - HOURS OF WORK, OVERTIME, STANDBY, AND CALL BACK</u>	3
<u>ARTICLE IV - WAGES</u>	6
<u>ARTICLE V - TRIAL SERVICE PERIOD, LAYOFF, RECALL, AND JOB VACANCIES</u>	6
<u>ARTICLE VI - HOLIDAYS</u>	8
<u>ARTICLE VII - LEAVES</u>	9
<u>ARTICLE VIII - HEALTH AND WELFARE</u>	12
<u>ARTICLE IX - MISCELLANEOUS</u>	13
<u>ARTICLE X - MANAGEMENT RIGHTS</u>	17
<u>ARTICLE XI - DISCIPLINE</u>	18
<u>ARTICLE XII - GRIEVANCE PROCEDURE</u>	19
<u>ARTICLE XIII - SEPARABILITY AND SAVINGS</u>	21
<u>ARTICLE XIV - ENTIRE AGREEMENT</u>	21
<u>ARTICLE XV - DURATION</u>	21
<u>APPENDIX "A"</u>	22
<u>APPENDIX "B"</u>	25

AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)

January 1, ~~2023~~**2026** - December 31, ~~2025~~**2028**

THIS **AGREEMENT** is by and between the **CITY OF STANWOOD**, hereinafter referred to as the City, and the **TEAMSTERS LOCAL UNION NO. 231**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition - The City recognizes the Union as the sole and exclusive bargaining representative for all Public Works Employees in the classifications listed in Appendix A, excluding temporary and exempt Employees.

1.1.1 A “regular full-time Employee” is an individual who works a normal forty-hour workweek and is hired for an indefinite period.

1.1.2 A “part-time Employee” is an Employee who works less than a forty-hour workweek and is hired for an indefinite period.

1.1.3 A “temporary Employee” generally is an individual who is hired either part-time or full-time for a specified, limited period.

1.1.4 An “exempt Employee” primarily includes those Employees that occupy bona fide supervisory, executive, administrative, confidential, and/or professional positions under State or Federal law.

1.2 Dues - For such Employees of the City that individually and voluntarily certify in writing that they authorize such deduction, the City shall deduct from each paycheck at month end the Union initiation fees and dues, in an amount not to exceed the Union provisions in effect. Such amount shall be remitted promptly to the duly designated officer of the Union. The Union shall indemnify, defend and hold the City harmless against any claims made and against any suit initiated against the City which may arise by reason of deduction by the City of money for Union membership dues from Employee’s wages in accordance with Employee authorizations furnished to it by the Union. The Union shall refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof. The Union will promptly notify the City if an Employee

AGREEMENT ~~2023~~**2026** – ~~2025~~**2028**
CITY OF STANWOOD (PW)
PAGE 1

revokes consent of the deduction of the Union initiation fees and dues. Once notified, the City will stop deducting initiation fees and dues.

1.3 Union Notification - Within seven (7) days from the date of hire of a full time or part time Employee as defined in sub-sections 1.1.1 and 1.1.2 above, the City shall forward to the Union the name, address, phone number, position and salary of the new Employee. The City shall promptly notify the Union of all Employees leaving its employment.

1.4 New Hire Orientation - The City will provide the Union thirty (30) minutes, during the Employees' regular working hours, for the purpose of presenting information about the bargaining unit and Union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of employment but shall in no instance be later than thirty (30) calendar days.

ARTICLE II - UNION RIGHTS AND NON-DISCRIMINATION

2.1 Union Activity Time Off - A Union Shop Steward and/or a member of the Negotiating Committee who is an Employee in the bargaining unit may be granted time-off without pay while conducting business vital to the Employees in the bargaining unit provided:

1. They notify the City at least twenty-four (24) hours prior to the time-off period;
2. The City is able to properly man the Employee's job duties during the time-off period;
3. The wage cost to the City for the pay period is not greater than the cost that would have been incurred had the Union member not taken time-off; and
4. Union members shall not transact Union business while working on shift which in any way interferes with the operation or normal routine of any department.

2.2 Discrimination - No Employee shall be discriminated against for upholding Union principles and or who serves on a committee, shall not lose their job or be discriminated against for this reason, providing such activities do not interfere with the Employee's duties.

2.2.1 The City and the Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination.

2.2.2 Wherever words denoting a specific gender are used in this Agreement, they shall be construed so as to apply equally to either gender.

2.3 Union Bulletin Boards - The City shall provide suitable space for Union bulletin boards at buildings staffed by bargaining unit members. Postings by the Union on such

boards shall be confined to official business of the Union.

2.4 Personnel Policy Manual – The City maintains a Personnel Policy Manual which contains information, policies and procedures important to the employees covered by this Agreement. Employees covered by this Agreement shall comply with all provisions of the Personnel Policy Manual except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Personnel Policy Manual and this Agreement, this Agreement shall govern.

ARTICLE III - HOURS OF WORK, OVERTIME, STANDBY, AND CALLBACK

3.1 Work Schedules - The workweek shall consist of seven consecutive days beginning on Sunday at 12:00 AM and ending on Saturday at midnight. The normal work schedule shall be set by the City as provided herein.

3.1.1 The normal work day schedule shall usually be eight (8) hours per day and five (5) consecutive days per week, with the exception of alternative work schedules and weekend work to perform required duties as assigned by the Department Head or designee. The City will provide a minimum of ten (10) days notice to require a change in the Employee's shift or starting time. If the 10 day notice is not given or mutually agreed upon then the Employee shall be paid in accordance with the provisions outlined in Article 3.5, Overtime. If the notice given is less than 10 days, but the Employee mutually agrees, the notice requirement is waived. Exceptions to the 10 day notice requirement would be in the case of an emergency situation. Examples of emergency situations may include storms, floods, severe inclement weather, or fires with an expected duration of eight (8) hours or more. Another exception where a ten (10) day notice would not be needed is if Employees requested, and the Department Head agreed to earlier shift starting times for an indefinite period.

3.1.2 An Employee or a group of Employees may request, or the City may assign an Alternative Work Schedule outside of the usual five (5) consecutive days per week, eight (8) hours per day. The Union agrees that if an Employee or group of Employees requests an Alternative Work Schedule, the needs of the City shall prevail, and the Department Head or designee may deny an Alternative Work Schedule based upon those needs. In any case, Alternative Work Schedules will be based on the needs of the City.

3.1.3 Alternative Work Schedules include, but are not limited to, 4/10's and 9/80's.

3.1.4 Alternative Work Schedules must not increase the City's compensation costs.

3.1.5 Employees on Alternative Work Schedules shall receive holiday compensation for any holiday set forth in this agreement that falls on their normally

scheduled day of work for the full amount of their normally scheduled hours. If a holiday were to fall on an Employee's scheduled flex-day or day off, under an Alternative Work Schedule, that Holiday will be made up in the same FLSA period as approved by the Department Head or designee.

3.1.6 During a significant weather event that forces the City to close administrative operations for a period of time and Employees are told not to report to work, they will be compensated for the day. However, if an Employee chooses not to report to work then accrued leave must be used or the time may be taken unpaid.

3.2 Telephonic or Electronic Response Call-Back - When an employee responds to telephone calls (including electronic communications such as text messages, emails) related to the employee's work-related duties outside of their regularly scheduled working hours, said employee shall be compensated for thirty (30) minutes at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for each after-hours work-related telephone call, provided that multiple calls within the same half (1/2) hour are considered one call. If the employee is called into work, they shall receive the appropriate overtime "call-back" compensation and are not eligible for the telephone call-back pay. (e.g., When an employee receives a phone call the half (1/2) hour shall begin and end twenty-nine minutes and fifty-nine seconds from beginning of the first call). This article and section does not apply to employees on Standby.

3.3 Breaks/M meal Periods - Employees shall receive one (1) fifteen (15) minute rest period on the City's time for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the mid-point of each four (4) hour work period. No Employee shall be required to work more than three (3) hours without a rest period. If the Employee leaves the job site, the fifteen (15) minute rest period shall include travel time to and from the job site.

3.3.1 Employees shall receive a meal period of thirty (30) minutes, or sixty (60) minutes based upon the Department Head or designee's approval, which shall be on the Employee's own time and which shall commence no less than three (3) or more than five (5) hours from the beginning of the shift.

3.3.2 If due to the nature of a particular project or emergency an Employee is asked to modify their break or lunch schedule and cannot leave the job site, the Employee may be granted a flexible schedule up to and including combining breaks or leaving early.

3.4 Standby - When Employees are required by the City to be on standby duty, on their off duty time, in order to respond to callbacks or callouts, they shall receive standby pay at a flat rate of thirty-five dollars (\$35.00) per day, Monday through Friday, and a flat rate of fifty dollars (\$50.00) per day, Saturday, Sunday, and Holidays. The intent of the City is to equally distribute standby duty amongst all Employees, provided they are qualified, as determined by the Department Head, and appropriately certified to perform the

necessary duties. The Employee on standby must be fit for duty, which includes being at work for the afternoon of the standby day, and able to reach the assigned duty station within forty (40) minutes.

3.5 Overtime - Overtime will be paid in accordance with the Fair Labor Standards Act (all work performed in excess of forty (40) hours in one (1) week). Overtime shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate of pay. All unscheduled hours worked in continuation of the regularly scheduled workday shall be paid at the overtime rate.

3.5.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes. Overtime shall require prior authorization by the Department Head or designee. Forms authorizing overtime shall be attached to the Employee's timesheet each month.

3.5.2 In computing overtime, all contractual holiday and bereavement leave hours shall be considered as time worked. All vacation and comp hours shall be considered as time worked if approved prior to the overtime event.

3.5.3 Pre-Scheduled Special Events – An employee working a pre-approved and pre-scheduled special event (e.g., Touch-A-Truck, concert, etc.) outside of the employee's work schedule shall receive one and one-half (1-1/2) times their base wage rate.

3.6 Compensatory Time - In lieu of paid overtime, compensatory time-off may be accrued upon the request of the Employee and approval of the Department Head or designee. Compensatory time shall be accrued at the rate of one and one-half (1-1/2) times the actual time worked. Compensatory time shall not exceed an accumulated balance of one hundred (100) hours. On December 1 of every year, any balance over fifty (50) hours will be automatically cashed out on the first December paycheck. At the employee's discretion, the employee may cash out the compensatory time bank in its entirety at this time. Upon the effective date of separation from employment, employees shall be entitled to a sum of money at their current regular rate of pay for any comp time hours which have not been used.

3.7 Callback/Callout - An Employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. However, if the Employee's regular shift starts less than two (2) hours from the time they started work on the callback, they shall receive one and one-half (1 -1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift.

3.7.1 Callback/Callout pay and the two hour guarantee shall not be paid for routine or emergency work done as a continuation of the work day, for planned work

scheduled in advance with the Employee, to start a shift early, or for holiday work scheduled in advance with the Employee.

3.7.2 The Department Head or designee will determine the call back order based upon the best interests of the City. The City's intent is to callback individuals who are best suited, based upon their experience, knowledge, skills, and abilities, to address the situation at hand, while reasonably providing Callback opportunities for all Public Works Employees. Qualified individuals on standby duty will be called first. If for any reason individuals on standby duty are not available, or more help is needed, the City will then usually call Employees within the division the work most relates to, and then, throughout the rest of the department based upon the previously stated intent. In cases of emergency or immediate need where possible threats to public safety exist, the City reserves the right to suspend the callback order as the needs of the City shall prevail.

ARTICLE IV - WAGES

4.1 Wage Appendix - The classifications of Employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix 'A' which is attached hereto and made a part of this Agreement.

ARTICLE V - TRIAL SERVICE PERIOD, LAYOFF, RECALL AND JOB VACANCIES

5.1 Trial Service Period - New Employees shall be subject to a six (6) month trial service period commencing with their date of hire. During this period such Employees shall be evaluated by the City and may be disciplined or terminated at the sole discretion of the City. Discharge or discipline of Employees during their trial service period shall not be subject to the grievance procedure. The City shall not discharge or discipline a trial service Employee for protected Union activity. The City has the right to extend the trial service period up to an additional six (6) months. Any Employee who is promoted shall be subject to a four (4) month trial service period. During the four (4) month trial service period the City may elect to return the Employee to their previous position and salary. Any Employee who is promoted may elect to return to their previous position and salary at any time prior to the conclusion of the four (4) month trial service period. During the initial trial service period a newly hired Employee is not eligible to use vacation until after six (6) months of successful trial service period have occurred. This does not apply to the four (4) month trial service period for promotions.

5.2 Length of Service - The City appreciates and will strive to recognize quality performance and length of service. Both contribute greatly to the service that the City of Stanwood and its Employees are able to provide. Upon satisfactory completion of the trial service period the Employee's length of service with the City shall be considered from the date of hire. Length of service shall cease upon justifiable discharge, voluntary

resignation, as well as layoff and approved leave of absence exceeding twelve (12) months.

5.3 Layoff - The City shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the City the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, Employees will be laid off from the affected classification within their department in accordance with their seniority and the ability to perform the work available in that department without further training (excluding a reasonable orientation period). They may “bump” a junior Employee in the bargaining unit from another department in accordance with their seniority and the ability to perform the work available, at the entry level requirements for the position, in that department without further training (excluding a reasonable orientation period).

5.3.1 Trial service period Employees within the same bargaining unit will be laid off first even in the event that the position identified by the City is not the position currently held by such Employee. In that event, the Employee in the position identified by the City must meet all essential qualifications, as determined by the City, in order to fill the vacancy left by the layoff of the trial service Employee. That Employee will be paid at a rate as close to their salary as possible but within their new position’s classification.

5.3.2 In the case of a layoff or reduction in force, the City shall provide an Employee with no less than (3) three weeks advance notification.

5.4 Recall - In the case of recall, those Employees laid off last shall be recalled first, for the position they were laid off from or to a position the City determines has similar duties and responsibilities, assuming satisfactory past performance. In order to be considered for re-employment, an Employee on layoff must keep the City informed of the address and telephone number where they can be contacted. The City shall make every reasonable effort to contact the former Employee. The City has no obligation to recall an Employee after they have been on continuous layoff for a period of one (1) year. Should an Employee not return to work when recalled the City shall have no further obligation to recall them.

5.5 Job Vacancies - Permanent job vacancies within either bargaining unit (Administrative or Public Works) shall be filled based upon the concept of promotion or lateral movement from within; provided however, applicants shall have the minimum qualifications, abilities and experience to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job. In filling permanent job vacancies, the City shall give consideration to several factors, including but not limited to, the Employee’s length of continuous service with the City, their ability to perform the duties required of the job, and past performance. In applying this provision, it is the intent of the City to provide opportunities for promotion to Employees who are qualified for the position. It is also the City’s intent to fill all positions with the most qualified candidate available.

5.5.1 Notices of permanent job vacancies within either bargaining unit (Administrative or Public Works) shall be dated and posted by the City on the Union bulletin board(s) for ten (10) calendar days. Employees who desire consideration for such openings shall notify the City in writing during the ten (10) calendar day posting period. In order to expedite the filling of a vacancy, an expedited sign-off sheet may be utilized. The required ten (10) calendar day posting period is waived if all affected Employees indicate on the sign-off sheet that they have seen the notice and do not wish to be considered for the vacancy. Employees are to determine their interest in a position vacancy and not delay the City's ability to post externally if no internal candidates have an interest, however, the City will not advertise the vacancy until after the ten (10) day posting period or the expedited posting, whichever occurs first.

ARTICLE VI - HOLIDAYS

6.1 Holidays - Employees shall receive eleven (11) paid holidays as set forth below. If any Employee is required to perform any work on such holiday, they shall receive compensation at the overtime rate for the time worked, in addition to their straight-time pay for such holiday.

New Year's Day	January 1 st
Martin Luther King, Jr. Birthday	3 rd Monday of January
President's Day.....	3 rd Monday of February
Memorial Day.....	Last Monday of May
Juneteenth	June 19 th
Independence Day.....	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Native American Heritage Day.....	4 th Friday of November
Christmas Day	December 25 th

6.1.1 The previously referenced holidays represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth within Section 6.1. However, no change by the Legislature or the Governor of the State of Washington shall result in less than eleven (11) paid holidays per year.

6.1.2 In those cases where the City and the Employee mutually agree to make a holiday a regularly scheduled workday, the Employee may receive another day off in place of the holiday.

6.1.3 Unless an Employee is working under an Alternative Work Schedule as

outlined in Article 3, in the event a recognized holiday falls on a Saturday it will be observed on Friday. In the event a recognized holiday falls on a Sunday it will be observed on Monday.

ARTICLE VII - LEAVES

7.1 Vacation Leave - Each regular full-time Employee shall accrue vacation hours, as earned on a monthly basis and allocated to the Employee's accrual bank no later than the last day of the month, in accordance with their accumulated continuous service at the annual rate shown below:

1 st - 4 th year	106 hours
5 th - 9 th year	138 hours
10 th – 14 th years.....	170 hours
15 th – 19 th years.....	194 hours
20 th year and beyond	210 hours

7.1.1 Employees may request vacation leave in either half-day or full-day increments on forms submitted to the Department Head within an hour of their regular starting time or, if at work, at least an hour from the beginning of the vacation leave period. Employees may request vacation leave in two (2) hour increments if the requested leave is the first two (2) hours, or the last two (2) hours of their shift.

7.1.2 Employees may request vacation for continuous periods of nine (9) to twenty-four (24) hours of vacation leave on forms submitted to the Department Head no later than twenty-four (24) hours prior to the initial day of leave.

7.1.3 Vacation leave requests exceeding twenty-four (24) hours shall be applied for on vacation leave forms submitted to the Department Head. Vacation leave requests in excess of twenty-four (24) hours should whenever possible be submitted thirty (30) days prior to the initial day of leave. For vacation requests in excess of twenty-four (24) hours, the Department Head or designee will approve or deny the vacation requests submitted by Employees no later than forty-eight (48) hours after receipt of request, when possible.

7.1.4 In the event of conflicting requests for the same leave period, the earliest submitted request shall be the determining factor. The City may deny any vacation requests that conflict with the scheduling or work requirements of the City.

7.1.5 The total accumulation of vacation leave may not exceed two hundred forty (240) hours at the end of any pay period unless it is approved by the Department Head and the City Administrator in the event that an Employee is denied a request for vacation leave. Balances may be carried forward from year to year as long as the maximum accumulation of two hundred and forty (240) hours is not exceeded.

7.1.6 An Employee may elect to cash out vacation hours of one week (40 hours) a year with their June 8th, or December 8th, paycheck. In order to be eligible to cash out vacation an Employee must have a minimum of forty (40) hours in their vacation bank after the cash out, and two hundred (200) hours of sick leave in their sick leave bank. Part time Employees shall be eligible for vacation cash out on a pro rata basis. Vacation, and sick leave bank requirements shall be on the same pro rata basis.

7.1.7 An Employee shall not apply for or take vacation leave that will result in a negative leave balance. Negative vacation balances shall not be allowed at any time during the year.

7.1.8 Upon the effective date of separation from employment an Employee shall be entitled to a sum of money at their current regular rate of pay at the time of termination for any vacation hours which have not been used, up to a total maximum of two hundred forty (240) hours.

7.1.9 A new Employee must complete the initial six (6) month trial service period prior to being eligible to use vacation leave.

7.2 Worker's Compensation - In a case in which an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the City, such as the State Workers Compensation Act or similar legislation of the State of Washington or any other government unit, the City shall pay only the difference between the benefits and payments received under such insurance or act by such Employee and their regular rate of compensation that they would have received from the City if able to work. The foregoing payment or contribution by the City shall be limited to the period of time that such Employee has accumulated sick and vacation time.

7.3 Jury Duty - An Employee who is required to serve on a jury or as a result of official City duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. If Employees have sufficient time to work one-half (1/2) day or more, they shall report to work that day. Jury duty leave shall not be used to attend a personal court issue.

7.4 Leave of Absence - The City shall provide a personnel policy allowing for Employees to take an extended leave of absence without pay in accordance with the policy. The decision whether or not to grant a leave of absence is the City's alone. An Employee who takes an unauthorized leave of absence may be charged with job abandonment and subject to immediate termination or disciplinary action.

7.5 Sick Leave - Each Employee shall earn sick leave at the rate of one (1) hour for every forty (40) hours worked with a minimum accrual of eight (8) hours per month to a

maximum accumulation of six hundred-forty (640) hours at any year end.

7.5.1 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of two hundred and forty (240) hours accrued in their sick leave bank, shall be cashed out twenty five percent (25%) of their bank, not to exceed forty (40) hours total, upon separation in good standing.

7.5.2 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of one hundred and sixty (160) hours accrued in their sick leave bank, shall be cashed out fifty percent (50%) of their bank, not to exceed eighty (80) hours, upon retirement or death.

7.5.3 Allowable Uses of Sick Leave - Sick leave covers those situations in which an Employee is absent from work due to:

1. Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
2. The need to care for a dependent child (a biological , adopted, foster child, stepchild or legal ward who is either under 18 years of age, or over 18 years and incapable of self-care due to a physical or mental disability) whose condition requires treatment or supervision;
3. The need to care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent with a serious medical condition or an emergency condition;
4. Medical or dental appointments for the Employee or dependent child, provided that the Employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
5. Exposure to a contagious disease where on the job presence of the Employee would jeopardize the health of others;
6. Use of a prescription drug which impairs job performance or safety;
7. Additional leave beyond bereavement leave for a death in the immediate family, to be authorized by the City Administrator or designee.
8. Any other reason allowed by law.

7.5.4 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may request a leave without pay. Employees may be sent home and be required to use leave if a Department Head or designee determines that an Employee's performance is negatively affected by their health conditions. If the Employee's absence extends beyond three (3) consecutive working days, verification that the absence was for an authorized purpose may be required in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

7.6 Bereavement Leave - An Employee may receive up to four (4) work days off with pay for bereavement as the result of the death of a member of the Employee's immediate/extended family subject to the approval of the Department Head. The definition of immediate/extended family is the employee's children, and/or step-children, and both of their spouse's/domestic partner's sister, brother, grandmother, grandfather, mother, father, uncle, aunt, cousin, mother-in-law, father-in-law, as well as any step or foster relations, including inhabitants of the employee's household. Longer periods taken for bereavement purposes may be charged to the Employee's sick or vacation leave with approval from the City Administrator.

7.7 Catastrophic Leave Donation Program - The City shall provide a personnel policy of catastrophic leave donation which includes eligibility for participation by bargaining unit members. The catastrophic leave donation program shall provide a method for Employees to assist other Employees who face an extended leave without pay due to their medical condition. The City's catastrophic leave donation program shall provide a method for Employees to voluntarily donate paid leave time to their coworkers. The City may, from time-to-time, modify the Personnel Policy, or procedures for catastrophic leave donation.

7.8 Employees should make every effort to schedule appointments covered by sick leave at the beginning or ending of the workday so as to minimize disruption to workflows. Employees may take sick leave in no less than fifteen (15) minute increments.

ARTICLE VIII - HEALTH AND WELFARE

8.1 Effective January 1, ~~2023~~**2026**, and for the term of this agreement, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents equal to one hundred percent (100%) of the premium cost for Teamsters Dental Plan A, vision under Washington Vision Services Plus Plan, and life insurance under AWC Standard Life Insurance Plan (\$10,000 Basic).

Effective January 1, ~~2023~~**2026**, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents of ~~one thousand five hundred sixty seven dollars and sixty cents (\$1,567.60)~~**one thousand seven hundred sixty-one dollars and forty cents (\$1761.40)** for the premium cost of Washington Teamsters Medical Plan A.

Effective January 1, ~~2024~~**2027**, if the premium cost for Medical Plan A increases by up to ~~six percent (6%)~~**eight percent (8%)** over the actual ~~2023~~**2026** premium cost, the City will pay up to the ~~six percent (6%)~~**eight percent (8%)** increase. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

Effective January 1, ~~2025~~**2028**, if the premium cost for Medical Plan A increases by up to

~~six percent (6%)~~**eight percent (8%)** over the actual ~~2024~~**2027** premium cost, the City will pay up to the ~~six percent (6%)~~**eight percent (8%)** increase. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

In compliance with the Washington Teamsters Welfare Trust Operating Guidelines, the City shall be required to make contributions to the Washington Teamsters Welfare Trust for each bargaining unit member compensated a minimum of eighty (80) hours per month. Hours of accrued compensation paid in a lump sum upon termination will not be counted toward the eighty (80) hours per month. In addition, temporary and/or seasonal Employees employed by the City who perform work in the classifications or categories covered by the Collective Bargaining Agreement between the City and the Union who work less than one thousand-forty (1040) hours in a calendar year shall not be eligible for health care premium contributions. However, should a temporary and/or seasonal Employee continue employment in excess of one thousand-forty (1040) hours in the same calendar year, the Employee shall qualify for benefits as outlined in Article VIII of the Collective Bargaining Agreement. Contributions are due upon the first month and each month thereafter in which the temporary/seasonal Employee completes eighty (80) hours following completion of one thousand-forty (1040) hours within a calendar year provided the Employee continues employment for the entire month. If an Employee changes status from temporary/seasonal to regularly scheduled during the year contributions are due upon the first month in which the Employee completes eighty (80) hours following their change in employment status.

Whenever a new Employee or current Employee enters into a position covered by Washington Teamsters Welfare Trust plans, and where the Employee would otherwise have a one-month gap in coverage under the Washington Teamsters Welfare Trust plans due to the Trust's lag month eligibility rules, the employer shall be required (with its initial payment to the Washington Teamsters Welfare Trust) to make a double premium contribution to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an Employee's eligibility period when enrolling in benefit plan coverage provide under the Washington Teamster Welfare Trust.

ARTICLE IX - MISCELLANEOUS

9.1 State Retirement Program – The City and the Employees shall participate in the Washington Public Employees Retirement System as set forth in RCW 41.44.

9.2 Western Conference of Teamsters Pension Trust - ~~For the term of this contract, effective January 1, 2023, the~~ **The** Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year **as shown below**. ~~The hourly contribution rate shall be sixty-eight cents (\$.68) per compensable hour.~~

- **Effective January 1, 2026 – seventy-eight cents (\$.78) per compensable hour.**
- **Effective January 1, 2027 – eighty-eight cents (\$.88) per compensable hour.**
- **Effective January 1, 2028 – one dollar (\$1.00) per compensable hour.**

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

9.3 Safety - The City shall furnish and maintain appropriate rain gear, rain boots, hip boots, safety goggles, hard hats, and work gloves as necessary to all Employees covered by this Agreement. Such equipment shall remain the property of the City. An Employee not wearing such safety equipment when required may be subject to disciplinary action by the Department Head or designee.

9.3.1 Communicating Employee's safety standards, Employee accident reviews and such other Employee safety matters which promote the reduction and/or prevention of Employee injuries, illness or on-the-job hazards shall be the duty of a safety and health committee as established in accordance with State rules and regulations.

9.3.2 The City shall comply with all WISHA standards and any other normal safety standards that apply to the work of the bargaining unit.

9.4 Uniforms – Bargaining unit members are to report to work in clean, un-stained and un-damaged uniforms. Each year, the City will furnish up to the following uniform items with the City of Stanwood logo to each member of the bargaining unit:

- 10 – Short Sleeve T-Shirts
- 5 – Sweatshirts
- 2 – Caps
- 2 – Beanies

Work pants shall be purchased by the bargaining unit member and must be work pants conducive to fieldwork. To offset the cost of the work pants, the City will pay each member of the bargaining unit two hundred-fifty dollars (\$250.00) on the first pay period of each year.

The City will furnish for each member of the bargaining unit, one (1) ANSI/ISEA Class 3 safety vest, one (1) jacket as needed, and one (1) set of rain gear as needed, as determined by the Public Works Director.

Uniforms shall be in styles and colors approved by management following consultation with the Uniform Committee. The Uniform Committee shall be comprised of three (3) bargaining unit members and two (2) members of management.

9.4.1 Employees shall wear uniform clothing or devices supplied by the City only during scheduled working hours and to and from work.

9.5 Fit for Duty – Employees shall comply with Appendix B of this agreement regarding Drug and Alcohol Testing and Procedures. If the Department Head or designee has reason to believe an Employee is not fit for duty or that the Employee may be impaired, the Department Head or designee may send that Employee for a fitness for duty evaluation. The City may designate the health care provider or site of the evaluation. Such an evaluation shall be at the City's expense.

9.5.1 When an Employee has been absent from work due to impairment, injury or illness, caused on or off the job, the Department Head may require that the Employee provide a written release, from their medical provider, to full unrestricted work status before the Employee is allowed to return to work without limitations. Should the treating health care provider determine that the Employee has temporary limitations which may prohibit an unrestricted return to full duty; the City may elect to return the Employee to any temporary limited duties which the Department Head determines the Employee can safely perform. The City may determine that the Employee's limitations do not permit a return to work, even if the Employee desires to return to work prior to full recovery. Should the treating health care provider determine that the Employee has permanent or prolonged limitations which may prohibit an unrestricted return to full duty; the City shall consider reasonable accommodations to the Employee's limitations in compliance with the requirements of the Americans with Disabilities Act.

9.6 Boots/Footwear- The Employee shall be reimbursed up to two hundred seventy-five dollars (\$275.00) annually for the purchase of safety-toed boots and other footwear items.

9.7 Classes - Each member of the bargaining unit shall be provided the opportunity, as required by the City, to attend a first-aid class, defensive driving class including any training related to obtaining a Commercial Driver's License, and flagger's school all of which shall be taken on the City's time.

9.7.1 Commercial Driver's License – Employees who are required, as a condition of their employment, to obtain and maintain a valid CDL will be provided internal,

on-the-job training and required hours. The city will cover the cost of the first CDL test.

9.8 The City will pay for Employee certification fees, license renewal, training, and continued education as required by the City.

9.8.1 Commercial Driver's License Physical - The City will reimburse Employees who are required to have a Commercial Driver's License as a condition of employment up to two-hundred dollars (\$200.00) towards the cost of the "Department of Transportation Medical Examination" (Commercial Driver's License physical) administered by a Department of Transportation Certified Physician. The reimbursement request must include a copy of the invoice showing the Employee paid the invoice and clearly stating the physical was needed to receive the Employee's Medical Examiner Certificate. The Employee must provide the City with a copy of the Medical Examiner Certificate showing that he/she is physically qualified to drive a commercial motor vehicle.

9.8.2 Where the employer requires employees to obtain a Class A Commercial Driver's License as an essential duty of their job, the employer shall pay for all initial training and certification fees. The employer shall reimburse the employee for all renewal fees when the employer requires the employee to maintain a Class A Commercial Driver's License.

Designated employees must maintain their CDL qualification and be subject to all Department of Transportation (DOT) regulations unless exempted from CDL qualification by the employer in writing.

In the event the employee ends employment with the City of Stanwood Public Works during the two (2) years after receiving a CDL, the employee agrees to repay 100% of the costs incurred by the City on a prorated basis. For each full month after completion of the training, the amount owed the City will be reduced by 1/24.

The City is authorized and shall have the right to deduct and withhold part or all of such reimbursements from an employee's salary, vacation banks, or other amounts due the employee and may seek recovery of such reimbursements by any other legal means. Any outstanding monies owed the City must be paid in full within sixty (60) days after the last day of employment.

9.9 Communication Equipment - Communication equipment shall be available on job sites outside the corporate City limits. All provisions for Employee safety shall be in accordance with both State and Federal safety rules.

9.10 Showers - Showers shall be provided for those Employees working with sewers or with toxic materials.

9.11 Strikes - The Union shall not authorize, call, engage in, encourage, assist or condone, in any manner, any Employee strike, work stoppage, slowdown, sick-in, or any other concerted refusal to work by Employees or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of the services of the City during the life of this Agreement.

9.12 Lockouts - The City shall not authorize, call, encourage, condone, engage in, or assist in any lockout of its Employees during the life of this Agreement.

9.13 Part-time and Temporary Employees - The City may only utilize part-time and/or temporary Employees to supplement the regular full-time work force and shall not utilize part-time and/or temporary Employees to replace regular full-time Employees. However, if the City determines that an existing full-time position needs to be reduced to part-time and the affected Employee instead of accepting the part-time position resigns, retires or otherwise refuses the part-time position, the City may then hire a part-time Employee.

9.13.1 A part-time Employee scheduled to work one thousand and forty (1,040) hours or more shall receive medical, dental and vision insurance benefits as outlined in Article 8, of this agreement. All part-time Employees shall earn pro rata vacation and sick leave accruals. Such proration shall be based upon the annual scheduled hours for the position in relation to 2,080 hours. Regular part-time Employees shall receive pro rata holiday compensation for any holiday set forth in this agreement. During a holiday week, part-time Employees and their department heads will work together to create a mutually agreed upon schedule utilizing the Employee's pro rata scheduled hours minus the holiday hours. Temporary Employees shall not be eligible for holiday pay, vacation or sick leave accrual, and fringe benefits unless otherwise required by State or Federal law.

9.14 Labor Management Meetings - A Labor Management Committee (LMC) is hereby established composed of representatives from Teamsters Union Local 231 Public Works Employees, and Management representing the City of Stanwood. The Union Business Agent and a bargaining unit member shall be members of the LMC. The Labor Management Committee shall meet on a quarterly basis in March, June, September, and December of each year, unless the parties agree that a meeting is not necessary for that quarter. The purpose of these meetings is for the parties to this agreement to meet and discuss issues, and concerns in an informal setting. The party proposing to meet shall be responsible to schedule and conduct the meeting.

ARTICLE X – MANAGEMENT RIGHTS

10.1 State Law - The City has and shall retain any and all rights concerned with the management and operation of the department while recognizing its duty to bargain mandatory subjects of bargaining per RCW 41.56.

10.2 Management Rights - The City has and shall retain the exclusive right to determine issues of public policy and to determine the merits, necessity or organization of any services or activity conducted by the City. It is the general policy of the City to continue to utilize its Employees to perform work they are qualified to perform. The City reserves the right to contract out and/or eliminate any work or function performed by Employees in this bargaining unit it deems necessary in the interests of efficiency, economy, and improved work product or emergency.

10.2.1 Except as abridged or modified by this agreement management retains all rights granted by law to operate and manage the functions of the City, to control, direct, and schedule its operations and work force and to make any and all decisions affecting such operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline Employees, select and determine the number of Employees, including the number assigned any particular work, increase or decrease that number, direct and schedule the work force, determine the location and type of operation, determine the schedule when overtime shall be worked, install or move equipment, determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance; to determine policies, procedures and standards for selection, training and promotion of Employees; to establish performance standards to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its mission in emergencies; to exercise control and discretion over its organization and the technology for performing its work and services to maintain the economy desirable for the performance of City services. Nothing in this agreement shall be interpreted to detract or circumscribe the trust placed in the City government, and the rights and obligations owed to the electorate.

ARTICLE XI - DISCIPLINE

11.1 Definition - City may discharge or suspend an Employee for just cause. Discipline shall be defined as a written reprimand, suspension without pay, or discharge. Demotion may also be defined as discipline; however, not all Employee demotions are necessarily for disciplinary purposes. Employees or the Union can grieve disciplinary actions through the grievance procedure outlined in this agreement; however, only suspension, demotion, or termination can be taken to arbitration.

11.2 Process - The City supports the concept of progressive discipline. Usually, disciplinary action shall be corrective in nature; however, the decision to discipline and to what extent will be made on a case by case basis and is solely that of the City's. For example, the City may take immediate disciplinary action (up to termination) for, but not

limited to, the following examples: (1) theft, (2) moral turpitude (conviction of a criminal offense), (3) misuse of public funds, (4) falsifying reports or records, (5) gross incompetence or gross negligence, (6) dishonesty on the job, (7) gross insubordination, (8) drug abuse, (9) drinking or drunkenness while on duty, (10) sexual harassment.

11.2.1 For purposes of progressive discipline the City shall give one (1) copy of the written reprimand to the Employee and one (1) copy to the Union. The complaint specified in a prior written reprimand need not concern the same type of misconduct as the cause for discharge or suspension. A written reprimand must be issued within twelve (12) working days after discovery of the violation; exclusive of Saturdays, Sundays and holidays.

ARTICLE XII - GRIEVANCE PROCEDURE

12.1 Grievance Steps - A "grievance" is a difference that arises between the City and an Employee, or between the City and the Union, as to the interpretation or application of the provisions of this agreement. It is the intent and purpose of the Union and the City to avoid and prevent grievances and misunderstandings. However, should such differences arise; an earnest effort shall be made to settle the difference as soon as practical between the aggrieved Employee, or the Union, and the City, at the lowest step in the following grievance procedure.

12.1.1 Step One – Immediate Supervisor Conversation: A grievance shall be first discussed by the Employee and the immediate supervisor, with or without their Union steward present as desired by the Employee, within ten (10) business days of the incident, or of the Employee knowing of the incident. The immediate supervisor shall give an answer to the Employee within ten (10) business days of the discussion.

12.1.2 Step Two – Department Head Formal Grievance Filing: If the grievance is not settled in Step One and the Union wishes to file a formal grievance, it shall be provided in writing to the Department Head within ten (10) business days after the Step One immediate supervisor's answer. The written grievance shall contain, (1) facts upon which the grievance is based, (2) a reference to the section or sections of the Agreement that are alleged to have been violated, and (3) the remedy sought. Department Head shall answer in writing within ten (10) business days after receipt of the written grievance.

12.1.3 Step Three – City Administrator: If the grievance is not settled in Step Two and the Union wishes to appeal the grievance to Step Three, it shall be referred in writing to the City Administrator within ten (10) business days after the Department Head's answer in Step Two has been received. The City Administrator shall answer in writing within fifteen (15) business days after receipt of the grievance. Any grievance regarding discipline shall be initiated at Step Three – City Administrator.

12.1.4 Step Four- Arbitration: If the grievance remains unresolved and the Union

wishes to pursue it, the grievance may first be submitted to mediation by written agreement of the parties, or will be submitted directly to arbitration in accordance with the following procedures. The referral to arbitration can only be made by the parties to this Agreement and must be in writing and presented to the other party within fifteen (15) business days of receipt of the written answer referred to in Step Three.

12.2 Arbitration - In the event the grievance is referred to arbitration, the parties will attempt to designate an arbiter. In the event an arbiter is not agreed upon within fifteen (15) working days, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbitrators from within the states of Washington, Idaho, or Oregon. The arbiter will be chosen from the list by alternate striking of arbiter names. When each party has stricken four (4) names, the remaining name will be the appointed arbiter. The order of striking names from the list will be determined by the flip of a coin.

12.2.1 The arbiter, once appointed will inform the parties of the procedure to be followed.

12.2.2 The arbiter shall hear and accept pertinent evidence by both parties. No new evidence submitted after Step Four of the grievance procedure shall be introduced to the arbiter without mutual agreement from both parties. The arbiter shall render a decision in writing to both parties within 30 days, unless mutually extended, of the closing of the record.

12.2.3 The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration. The decision shall be final and binding on both parties.

12.2.4 The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

12.2.5 Each party of the proceedings may call witnesses, in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

12.2.6 Each party shall pay any compensation and expenses relating to its own witnesses or representatives, including attorney's fees.

12.2.7 The arbiter shall specify in the award that the City or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter, including

necessary expenses.

12.2.8 The standard of review shall be if the City's decision was arbitrary and capricious.

12.3 Disciplinary Action - No grievance for disciplinary action, other than suspension, demotion, or termination, can be taken to arbitration.

12.4 All grievances, and replies, shall be submitted within the maximum periods stipulated, but excluding Saturdays, Sundays and all holidays as business days. The receipt date shall be considered as the start date for the purpose of calculating time periods in this Article. No grievance shall advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. Time limits may be extended by mutual waiver by both the Union and the City. Failure by the Union or Employee to submit the grievance in accordance with these time limits without such waiver will constitute an abandonment of the grievance. Upon failure by the City to submit a reply within the specified time limits, the Employee or the Union may advance the grievance to the next step.

ARTICLE XIII - SEPARABILITY-AND SAVINGS

13.1 Should any clause of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any clause should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such clause.

ARTICLE XIV - ENTIRE AGREEMENT

14.1 The agreement expressed herein in writing constitutes the entire bargaining agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that each has held the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The result of the exercise of those rights is set forth in this Agreement.

ARTICLE XV - DURATION

15.1 This Agreement shall become effective January 1, ~~2023~~**2026** and shall remain in full force and effect through December 31, ~~2025~~**2028**. All salaries as outlined in Article 4, as well as standby pay and overtime, as outlined in Article 3, shall be paid retroactively as of January 1, ~~2023~~**2026**. The Employer and the Union agree to open this contract for negotiations one hundred eighty (180) days prior to December 31, ~~2025~~**2028**.

15.2 This Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached.

TEAMSTERS LOCAL UNION NO. 231

CITY OF STANWOOD, WASHINGTON

Rich Ewing, Secretary-Treasurer

Sid Roberts, Mayor

Date _____

Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF STANWOOD, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)

January 1, 2023~~2026~~ - December 31, 2025~~2028~~

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF STANWOOD, WASHINGTON, hereinafter referred to as the City, and TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2023~~2026~~, the monthly rates of pay for each classification covered by this Agreement shall be increased based upon the results of the recently completed citywide salary study and by ~~five percent (5%)~~ **four percent (4%)** as follows:

Following application of the four percent (4%) wage increase, each employee shall be rolled onto the new 2026 salary schedule at their current step. No employee shall be placed at a lower step than their December 31, 2025, base pay.

The four percent (4%) increase and placement onto the new salary schedule shall occur prior to any other economic adjustments provided elsewhere in this Agreement (e.g., reclassifications).

Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
PW Technician-I	\$4,555	\$4,794	\$5,046	\$5,312	\$5,592	\$5,886
PW Technician-II	\$5,138	\$5,408	\$5,692	\$5,992	\$6,307	\$6,639
Water Plant Operator-I	\$5,209	\$5,484	\$5,772	\$6,076	\$6,396	\$6,733
WW Treatment Plant Operator II	\$5,471	\$5,758	\$6,062	\$6,381	\$6,716	\$7,070
Water Plant Operator-II	\$5,561	\$5,853	\$6,161	\$6,486	\$6,827	\$7,186
Engineering Technician	\$5,586	\$5,880	\$6,189	\$6,515	\$6,857	\$7,218
WW Treatment Plant Operator III	\$5,853	\$6,161	\$6,486	\$6,827	\$7,186	\$7,564
PW Lead Person (Water/Parks/Streets)	\$6,204	\$6,531	\$6,874	\$7,236	\$7,617	\$8,018
WW Treatment Plant Operator Lead	\$6,452	\$6,791	\$7,148	\$7,525	\$7,921	\$8,338

AGREEMENT 2023~~2026~~ – 2025~~2028~~
CITY OF STANWOOD (PW)
PAGE 23

Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Utilities Lead	\$7,747	\$8,155	\$8,584	\$9,036	\$9,512	\$10,012
PW Lead Person (Parks/Streets)	\$6,858	\$7,219	\$7,599	\$7,999	\$8,420	\$8,863
GIS and Engineering Analyst	\$6,858	\$7,219	\$7,599	\$7,999	\$8,420	\$8,863
WW Treatment Plant Operator III	\$6,477	\$6,818	\$7,177	\$7,555	\$7, 953	\$8,371
Engineering Technician	\$6,178	\$6,503	\$6,845	\$7,205	\$7,585	\$7,984
WW Treatment Plant Operator II	\$6,178	\$6,503	\$6,845	\$7,205	\$7,585	\$7,984
Water Plant Operator II	\$6,178	\$6,503	\$6,845	\$7,205	\$7,585	\$7,984
Water Plant Operator I	\$5,758	\$6,062	\$6,380	\$6,716	\$7,070	\$7,442
PW Technician II	\$5,679	\$5,978	\$6,292	\$6,624	\$6,972	\$7,339
PW Technician I	\$5,125	\$5,396	\$5,679	\$5,978	\$6,293	\$6,624

A.1.2 Effective January 1, 2024~~2027~~, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index Urban Consumers (CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1.0% and a maximum of 5.0%. monthly rates of pay for all covered classifications shall be adjusted by 100% of the percentage change in the Seattle-Tacoma-Bellevue (CPI-W) (All items) for the June 2025 -to-June 2026 period, as published by the U.S. Bureau of Labor Statistics. The annual adjustment shall be no less than two percent (2%) or more than five percent (5%).

A.1.3 Effective January 1, 2025~~2028~~, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index Urban Consumers (CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1.0% and a maximum of 5.0%. monthly rates of pay for all covered classifications shall be adjusted by 100% of the percentage change in the Seattle-Tacoma-Bellevue (CPI-W) (All items) for the June 2026 -to-June 2027 period, as published by the U.S. Bureau of Labor Statistics. The annual adjustment shall be no less than two percent (2%) or more than five percent (5%).

A.2 The parties agree effective January 1, 2024 to create a Water Department Lead classification and to compensate the position in the range of WWTPO Lead. Should the Public Works Lead/Water position be occupied, then that employee will be moved into the position.

It is understood that the City has created a pay schedule for movement through the classifications outlined in the wage matrix above.

A.3 Employees will receive a step increase on their anniversary date per the provisions outlined in this Appendix to Article 4.

At the beginning of every calendar year the City will provide the new rates to Employees per the language in this section. **Employees who are eligible for step advancement under the terms of this Agreement shall advance one (1) full step on their normal anniversary or hire-date during calendar year 2026.**

Step progression will continue annually thereafter in accordance with the existing contract provisions.

A.4 An Employee who reaches the final step of their classification will not receive a step increase, per section A.3, but will receive a cost-of-living adjustment per section A.1.2 and A.1.3.

A.5 For the purposes of payroll administration all full-time regular Employees will earn a monthly salary and all part-time Employees will receive a monthly salary equivalent to the monthly salary assigned to their step divided by their full-time equivalent percentage.

A.6 An Employee who is promoted shall be assigned to a higher classification, in a step that is closest to their current salary, which provides for an increase higher than that currently being received with a minimum increase of five percent (5%) of the employee's base wage. Promotions shall not change the date an Employee receives a step increase per section A.3.

An Employee who is demoted shall be assigned to a lower classification in a step that is closest to their current salary as long as it is not outside the range of the lower classification. Demotions shall not change the date an Employee receives a step increase per section A.3.

A.7 The implementation of the salary matrix upon both parties signing the attached agreement cannot reduce the current salary rate of any Employee within the bargaining unit.

A.8 If an Employee is temporarily re-classified by their Department Head, and approved by the City Administrator, to work at a higher classification for a period of more than seven (7) consecutive days, that Employee shall receive the wage rate within the assigned higher classification closest to their own wage rate, but no less than an increase of five percent (5%) of the employee's base wage. In the event an Employee is temporarily assigned to a position paying a lesser wage than the rate for the Employee's regular position, no reduction in the Employee's wage shall be made.

A.9 Employees shall receive fifty dollars (\$50.00) per month for maintaining each qualifying certification. The following certifications are eligible for certification pay. These certifications are stackable but only one per bullet point.

- Engineer in Training, Professional Engineer

- Pesticide
- Water Distribution Manager I, II
- Backflow Assembly Tester
- Cross Connection Control Manager
- Wastewater Treatment Plant Operator I, II, III
- Water Treatment Plant Operator I, II
- Wastewater Collection Specialist I, II
- Certified Playground Safety Inspector (CPSI)
- International Municipal Signals (IMSA)

Appendix B

Drug and Alcohol Testing Policies and Procedures

Introduction: The City of Stanwood has adopted a substance abuse policy as part of the Personnel Policies that establishes that any employee may be required to submit to alcohol or controlled substance testing for reasons described in this policy. The City reserves the right to designate certain positions as “safety sensitive,” which may require pre-employment drug screening and random drug testing. Additionally, drug and alcohol testing policies and procedures are required by the U.S. Department of Transportation for employees who are required to have a Commercial Driver’s License (CDL) to perform their job.

This document has three parts: 1) policies that apply to employees who are not required to have a CDL (non-CDL employees); 2) policies that apply to employees who are required to have a CDL; and 3) procedures applicable to all employees.

PART I: POLICIES THAT APPLY TO ALL EMPLOYEES WHO ARE NOT REQUIRED TO HAVE A CDL (NON-CDL EMPLOYEES)

Policy

The City of Stanwood is committed to protecting the health, safety and well-being of its employees and all individuals who come into contact with our employees and workplace. In addition, we strive to create and maintain a productive and efficient work environment in which all employees have an opportunity to thrive and be successful. Recognizing that drug and alcohol use and abuse can pose a serious threat to these goals, the City of Stanwood is committed to providing a drug and alcohol-free workplace for all of its employees.

Definitions

Drugs - For purposes of Part I of this policy, “drugs” refers to any illegal substance or controlled substance as defined by the federal Controlled Substances Act, taken without a valid prescription, including but not limited to: marijuana (THC), cocaine, opiates, synthetic opiates, phencyclidine (PCP), and amphetamines.

Alcohol – “Alcohol” means ethyl alcohol, the intoxicating agent in alcoholic beverages, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document (using a Reasonable Suspicion Testing and Documentation Form) regarding an employee’s appearance, behavior, speech, breath odor, or other factors that indicate the employee may be under the influence of alcohol or drugs.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

Drug and Alcohol Testing

Tests - The City of Stanwood may test any employee or applicant for drugs or alcohol as set forth in this policy. This includes urine drug testing and evidential breath alcohol testing. Alcohol and drug testing required by this policy is a mandatory condition of employment. Refusing to submit to such tests constitutes a violation of City policy and will result in termination of employment (or, for an applicant, withdrawal of the conditional job offer.)

Reasonable Suspicion – Whenever a City of Stanwood Human Resource representative, or a supervisor has reasonable suspicion (described and documented using a Reasonable Suspicion Testing and Documentation Form) suggesting that the employee is under the influence of alcohol or drugs, the employee shall submit to a reasonable suspicion drug and/or alcohol test. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors should complete a Documentation Form and, if possible, have the form signed by a witness.

If a supervisor has reasonable suspicion to believe that an employee who is on duty, about to go on duty, or just completed duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site by the supervisor for testing.

If a reasonable suspicion alcohol test is not conducted within two hours of determination that it is necessary, the supervisor will prepare and maintain documentation of the reasons why it did not occur within that time frame.

Post-Accident – An employee who is involved in an accident while driving a vehicle for City business will be required to submit to a drug and alcohol test if the accident: (a) results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; and (b) the employee caused or contributed to the accident and there is reasonable possibility that drugs or alcohol could have contributed to the accident.

After an accident, employees are responsible for contacting their immediate supervisor or other management personnel. If the above conditions are met, the employee must make himself or herself available for post-accident testing as soon as possible. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours.

An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Return to Duty – Employees who have violated this policy but are allowed to return to work must test negative prior to being released for duty. A return-to-duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Follow Up – An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed twenty-four (24) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

PROHIBITED CONDUCT

The City of Stanwood strictly prohibits the following:

- Reporting to work or remaining on duty under the influence of alcohol or drugs.
- Testing positive for alcohol or drugs. An alcohol concentration of 0.02 or higher is considered a positive test.
- The use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or drugs and their paraphernalia in any amount or any manner on City premises, in City vehicles, or while on duty at any time.
- Operating a City vehicle within four (4) hours after consuming any amount of alcohol. An on-call employee who consumes any amount of alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.
- The unauthorized use or distribution of prescription drugs on City premises, in City vehicles, or while on duty at any time.
- The use of any legally obtained drug (prescription or over-the-counter) when such use adversely affects an employee's job performance, their safety or the safety of others, or any combination thereof.
- Violations of this policy.

Employees who are taking medically prescribed or over-the-counter drugs should notify their supervisor if the medication may cause a direct threat by impairing job performance of safety-sensitive functions. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana under all circumstances, including where the employee has a medical prescription or a medical marijuana green card.

Any employee found in violation of the above stated prohibitions will be subject to disciplinary action up to and including termination.

REFUSAL TO SUBMIT

An employee may not refuse to submit to a post-accident, reasonable suspicion, or follow-up alcohol or drug test as directed by this policy. A refusal is treated as though the test, if taken, was positive.

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT

Employees are subject to disciplinary action up to and including termination (and as specified in the Personnel Policies) for violating this policy. All employees, regardless of disciplinary action, will be advised of resources available for assistance with drug or alcohol misuse.

Employees who violate this policy but whose employment is not terminated will not be permitted to return to work unless the employee:

1. has been evaluated by a SAP; and
2. if recommended by a SAP, has properly followed any rehabilitation prescribed; and
3. has had a post-treatment evaluation by the original SAP and is released to return to work; and,
4. has a verified negative return-to-duty test. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

An employee who successfully returns to work will be subject to follow-up random testing as recommended by the SAP with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

PART II: POLICIES THAT APPLY TO EMPLOYEES WITH COMMERCIAL DRIVER'S LICENSES

Purpose

The purpose of this part of this policy is to establish compliance with the Federal Motor Carriers Safety Administration regulations requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety sensitive positions, including those who are required to hold certain Commercial Driver's Licenses. These regulations may be found in 49 CFR Part 40 and Part 382 of the U.S. Code. This policy sets forth the City of Stanwood alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

Application

Part II applies to all employees of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of their job.

Policy

The City has a significant interest in the health and safety of its employees and the citizens of the City of Stanwood. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants as outlined in this part of this policy.

Definitions

Commercial Vehicle - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials.

Driver - All employees whose positions may involve driving a commercial vehicle and which require the possession of a Commercial Driver's License.

Drugs - For the purposes of this policy, in accordance with the applicable federal regulations for Commercial Driver's License holders, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines. Nothing in this policy shall preclude the City from requesting testing for additional illegal or controlled substances taken without a valid prescription, including but not limited to synthetic opiates.

Follow Up-An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Pre-Employment – After receiving a conditional offer of employment, applicants whose position requires a CDL are required to submit to, and successfully pass, a drug test.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document (using a Reasonable Suspicion Testing and Documentation Form) regarding an employee's

current appearance, behavior, speech and breath odor or other factors that suggests the employee is under the influence of alcohol or drugs.

Return to Duty-Employees who have violated this policy and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Safety Sensitive Position - For purposes of this part (Part II) of this policy, these are positions that require a Commercial Driver's License.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

Prohibited Conduct.

The following conduct regarding alcohol and drug use or abuse is prohibited:

A. Alcohol

- An employee may not report for or remain on duty requiring the performance of duties covered under this policy while having an alcohol concentration of 0.02 or greater.
- An employee may not possess or use alcohol while on duty or while operating a City vehicle.
- An employee may not operate a commercial vehicle within four (4) hours after consuming alcohol. An on-call employee who consumes alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.

B. Drugs

Reporting for duty or remaining on duty when the employee has used a drug or drugs is strictly prohibited, as defined with these adopted policies.

C. Use of Prescription Medication

Except for medical marijuana, use of prescription medication or over-the-counter medication pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle is not a violation of this policy. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must inform their supervisor and may be required to provide written notice from their physician or pharmacist with respect to the effects of such substances and their ability to safely and effectively perform their job. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana even if the employee has a medical marijuana prescription or medical marijuana green card.

D. Refusal to Submit to a Required Test

An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as directed by this part of this policy. A refusal is treated as though the test, if taken, was positive.

E. Positive Drug Test

An employee may not report for duty or remain on duty requiring the performance of duties covered under this policy if the employee tests positive for drugs or alcohol.

F. Tampering with a Required Test

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

Testing

1. Pre-employment Drug Testing

All individuals who are covered by this part of this policy must pass a drug test as a post-offer condition of employment.

2. Reasonable Suspicion Testing

Employees subject to this part of this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulated observations. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- a) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- b) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

3. Post-Accident Testing

All employees covered by Part II of this policy will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road or right-of-way which results in:

- a) A fatality OR
- b) The driver receives a citation under state or local law for a moving violation
AND

- i. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene OR
- ii. one or more motor vehicles incurs disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within thirty-two (32) hours.

After an accident, employees are responsible for contacting the immediate supervisor or other management personnel and remaining readily available for testing. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to a medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

4. Random Testing

Employees covered by these procedures have been included in the AWC Drug and Alcohol Testing Consortium pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by HealthForce Partners and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is fifty (50) percent of the pool of employees covered by this policy for drug testing and ten (10) percent of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 100 random alcohol tests conducted throughout the year.

HealthForce Partners uses a software program to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing and others will be selected for both drug and alcohol testing.

Employees selected for random testing will be scheduled for a test by the Designated Employer Representative at some time during the month that the name was selected. Employees selected for alcohol testing may only be tested just before, during or after driving a commercial vehicle. Employees will not be notified until just prior to the testing.

Upon notification of selection for random testing, the employee will receive an *Employee Notification of Scheduled Drug and/or Alcohol Test* letter from the Designated Employer Representative. The employee will be asked to sign this letter and a *Testing Consent* form. The employee must present the *Employee Notification of Scheduled Drug and/or*

Alcohol Test letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed immediately and directly to the collection site for testing.

If an employee scheduled for an alcohol test receives a confirmed test result with a breath alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

5. Return to Duty Testing

Employees who have violated Part II of this policy, including those who have tested positive on a drug or alcohol test, and who are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

6. Follow-up Testing

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

7. Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Refusal To Take An Alcohol Or Drug Test.

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. a failure to provide adequate breath for testing without a valid medical explanation;
- b. failure to provide adequate urine for drug testing without a valid medical explanation;
- c. engaging in conduct that obstructs the testing process;
- d. failure to appear for a test;
- e. failure to remain at the testing site until the testing process is completed;
- f. failure to permit the monitoring of the provision of a specimen as directed by the collector;
- g. failure to take a second test as directed by the collector;
- h. tampering with a urine sample;
- i. failure to complete all required forms and documents.

Refusal to submit to a test shall be considered the same as a positive test result.

Securing Information From Previous Employers.

If a person is to be hired into a position subject to this part of this policy and during the previous two (2) years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two (2) years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within twenty-eight (28) days of the person performing safety sensitive duties for the first time.

Applicants are directed to disclose to the City any positive federal drug tests taken for entities other than bona fide employers within the previous two years.

If the City obtains information that indicates either a positive test or that a refusal to be tested occurred within the past two (2) years, that person will not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional (SAP) was made, return to duty testing was administered, and the individual remains in compliance with the return to duty provisions outlined by the original SAP.

Confidentiality and Record Retention.

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

Consequences of Engaging in Prohibited Conduct or Positive Drug or Alcohol Tests.

A. Discipline

An employee will be subject to appropriate disciplinary action as specified in the Personnel Policies up to and including termination from employment if:

- 1. the employee tests positive for a drug or drugs;
- 2. results from an alcohol test indicate a breath alcohol level of 0.04 or greater; and/or,
- 3. the employee has engaged in prohibited conduct as outlined in the Personnel Policies.

All employees, regardless of disciplinary action taken, will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

B. Positive Test Result and/or Engaging in Prohibited Conduct.

The following provisions apply to employees who are not terminated for violating this policy:

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of 0.02 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in the Personnel Policies, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. has had a post-treatment evaluation by the original SAP; and,
4. has a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as recommended by the Substance Abuse Professional, with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

Employee Assistance Program/Voluntary Referral.

The City supports employees who voluntarily seek assistance with alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program described in Part III. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this part of this policy or other policies of the City.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

PART III: POLICIES APPLICABLE TO ALL EMPLOYEES

RESOURCES

A. Designated Employer Representative (DER)

The Finance Director/City Clerk has been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance.

B. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact the EAP for assistance in early detection of substance abuse problems and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact the Human Resources Department.

C. Testing, Evaluation and Referral Services

The City has joined the Association of Washington Cities (AWC) Drug and Alcohol Testing Consortium for the administration of this program. The AWC Consortium has contracted with HealthForce Partners to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

Drug and Alcohol Testing Collection Sites:

Skagit Valley Occupational Medicine
1400 E. Kincaid
Mt. Vernon, WA 98224
(360) 848-4150

Testing Laboratory, as approved by the US Substance Abuse & Mental Health Services Administration (SAMHSA):

LabCorp
1229 Madison Street, Suite 500
Seattle, WA 98104
(206) 386.2661

Medical Review Officer

DrugFree Business MRO Services
Dee McGonigle, MD
18912 North Creek Parkway, Suite 202
Bothell, WA 98011
(866) 448-0651

Substance Abuse Professional

Compsych
1.800.570.9315

Compsych will refer caller to a Substance Abuse Professional in the local area.

TESTING PROCEDURES

A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs if being hired into a job requiring a CDL, or as determined by the City.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in the City rescinding the conditional offer of employment. The individual will only be eligible to re-apply for a position covered by these procedures after six (6) months. Proof of compliance with USDOT return-to-duty regulations will be required. A positive drug test result for an employee seeking to transfer to a position requiring the driving of a commercial vehicle will result in denial of the transfer and the employee will be subject to discipline as described in the Drug and Alcohol Testing Policy.

B. Random Testing

1. After Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by HealthForce Partners for such occurrences.

2. Dilute Specimens

If a test is reported to the City with a result of "Negative Dilute", the City will require the employee to take another test immediately in the following circumstances: for pre-employment, return to duty, reasonable cause, and follow up. The result of the recollection shall become the official test of record.

TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:
 - a. Random testing
 - b. Reasonable suspicion testing

- c. Post-accident testing
 - d. Pre-employment
 - e. Follow-up testing
 - f. Return to duty testing
2. Employees are responsible for the costs associated with the following tests:
 - a. Split sample re-tests made at the employee's request

Split sample testing will be initiated by the MRO immediately upon the request of the donor without regard to which party will ultimately be responsible for payment. However, the City will pursue reimbursement from the donor if the split test reconfirms the original positive result.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee.

B. Pay Status

1. For Time Spent Testing

Employees will be compensated for time spent to report to the testing facility and be tested for the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Follow-up testing

2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on paid leave pending the outcome of the test results. Such employees are eligible to use accrued vacation or sick leave during this time. If the test result is negative, the time will be paid and any sick or vacation leave used will be credited.

3. Waiting to Return to Duty

An employee who receives a positive drug test or who tests 0.02 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the above policies. Such employee may use accrued vacation or sick leave during this absence.

TESTING METHODS

A. Drug Testing

Drug testing requires donors to provide a urine specimen of at least 45 ml to be tested. The specimen will be sent to LabCorp, a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO).

B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath testing (EBT) device operated by a trained breath alcohol technician (BAT) at the collection site.

TRAINING AND EDUCATION

The City will provide all affected employees with copies of the Drug and Alcohol Testing Policy and other information as may be required by the federal regulations. Each employee must sign a receipt upon having been provided the above referenced information.

Managers and supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or drug testing will receive at least sixty (60) minutes of training on alcohol and sixty (60) additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

POLICY MODIFICATIONS

The City reserves the right to amend this policy as required by changes to Federal law, State law, accepted industry practice, or for minor administrative modifications. Employees will be notified in writing of any changes made that affect them. A current copy of this policy will be kept in the office of the Finance Director/City Clerk and is to be incorporated as Appendix A to the City of Stanwood Personnel Policies.

AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Administrative Employees)

January 1, 2023~~2026~~ - December 31, 2025~~2028~~

Table of Contents **TBD**

<u>ARTICLE I - RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION</u>	1
<u>ARTICLE II - UNION RIGHTS AND NON-DISCRIMINATION</u>	2
<u>ARTICLE III - HOURS OF WORK AND OVERTIME</u>	3
<u>ARTICLE IV - WAGES</u>	5
<u>ARTICLE V - TRIAL SERVICE PERIOD, LAYOFF, RECALL AND JOB VACANCIES</u>	5
<u>ARTICLE VI - HOLIDAYS</u>	7
<u>ARTICLE VII - LEAVES</u>	8
<u>ARTICLE VIII - HEALTH AND WELFARE</u>	11
<u>ARTICLE IX - MISCELLANEOUS</u>	12
<u>ARTICLE X - MANAGEMENT RIGHTS</u>	14
<u>ARTICLE XI - DISCIPLINE</u>	15
<u>ARTICLE XII - GRIEVANCE PROCEDURE</u>	15
<u>ARTICLE XIII – SEPARABILITY AND SAVINGS</u>	18
<u>ARTICLE XIV - ENTIRE AGREEMENT</u>	18
<u>ARTICLE XV - DURATION</u>	18
<u>APPENDIX “A”</u>	19
<u>APPENDIX “B”</u>	21

AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Administrative Employees)

January 1, 2023~~2026~~ - December 31, 2025~~2028~~

THIS **AGREEMENT** is by and between the **CITY OF STANWOOD**, hereinafter referred to as the City, and the **TEAMSTERS LOCAL UNION NO. 231**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition - The City recognizes the Union as the sole and exclusive bargaining representative for all Administrative Employees in the classifications listed in Appendix A, excluding temporary and exempt Employees.

1.1.1 A “regular full-time Employee” is an individual who works a normal forty-hour workweek and is hired for an indefinite period.

1.1.2 A “part-time Employee” is an Employee who works less than a forty-hour workweek and is hired for an indefinite period.

1.1.3 A “temporary Employee” generally is an individual who is hired either part-time or full-time for a specified, limited period.

1.1.4 An “exempt Employee” primarily includes those Employees that occupy bona fide supervisory, executive, administrative, confidential and/or professional positions under State or Federal Law.

1.2 Dues - For such Employees of the City that individually and voluntarily certify in writing that they authorize such deduction, the City shall deduct from each paycheck at month end the initiation fees and Union dues, in an amount not to exceed the Union provisions in effect. Such amount shall be remitted promptly to the duly designated officer of the Union. The Union shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City which may arise by reason of deduction by the City of money for Union membership dues from Employee’s wages in accordance with Employee authorizations furnished to it by the Union. The Union shall refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof. The Union will promptly furnish the City written notification from an Employee who revokes consent of the deduction of the Union

AGREEMENT 2023 ~~2026~~– ~~2025~~**2028**
CITY OF STANWOOD (ADMIN)
PAGE 1

initiation and dues. Once notified, the City will stop deducting initiation fees and dues.

1.3 Union Notification - Within seven (7) days from the date of hire of all full-time and part-time Employees as defined in sub-sections 1.1.1 and 1.1.2 above, the City shall forward to the Union the name, address, phone number, position and salary of the new Employee. The City shall promptly notify the Union of all Employees leaving its employment.

1.4 New Hire Notification - The City will provide the Union thirty (30) minutes, during the Employees' regular working hours, for the purpose of presenting information about the bargaining unit and union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of employment, but shall in no instance be later than thirty (30) calendar days.

ARTICLE II - UNION RIGHTS AND NON-DISCRIMINATION

2.1 Union Activity Time Off - A Union Shop Steward and/or a member of the Negotiating Committee who is an Employee in the Bargaining Unit may be granted time-off while conducting business vital to the Employees in the Bargaining Unit and related to the administration of this Agreement, provided:

1. They notify the City at least twenty-four (24) hours prior to the time-off period;
2. The City is able to properly man the Employee's job duties during the time-off period;
3. The wage cost to the City for the pay period is not greater than the cost that would have been incurred had the Union member not taken time-off; and
4. Union members shall not transact Union business while working on shift, which in any way interferes with the operation or normal routine of any department.

2.2 Discrimination - No Employee shall be discriminated against for upholding Union principles and any Employee who serves on a committee, shall not lose their job or be discriminated against for this reason, providing such activities do not interfere with the Employee's duties.

2.2.1 The City and the Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State Law governing employment discrimination.

2.2.2 Wherever words denoting a specific gender are used in this Agreement, they shall be construed so as to apply equally to either gender.

2.3 Union Bulletin Boards - The City shall provide suitable space for two Union bulletin boards one located at the City Hall and one at the Police Station. Postings by the Union

on such boards shall be confined to official business of the Union.

2.4 Personnel Policy Manual – The City maintains a Personnel Policy Manual which contains information, policies and procedures important to the employees covered by this Agreement. Employees covered by this Agreement shall comply with all provisions of the Personnel Policy Manual except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Personnel Policy Manual and this Agreement, this Agreement shall govern.

ARTICLE III - HOURS OF WORK AND OVERTIME

3.1 Work Schedules - The workweek shall consist of seven (7) consecutive days beginning on Sunday at 12:00 AM and ending on Saturday at midnight. The normal work schedule shall be set by the City as provided herein.

3.1.1 The normal work day schedule shall usually be eight (8) hours per day and five (5) consecutive days per week, with the exception of alternative work schedules and weekend work to perform required duties as assigned by the Department Head or designee. The City will provide a minimum of ten (10) days notice to require a change in the Employee's shift or starting time. If the ten (10) day notice is not given or mutually agreed upon then the Employee shall be paid in accordance with the provisions outlined in Article 3.4, Overtime. If the notice given is less than ten (10) days, but the Employee mutually agrees, the notice requirement is waived. Exceptions to the ten (10) day notice requirement would be in the case of an emergency situation. Examples of emergency situations may include storms, floods, severe inclement weather, or fires with an expected duration of eight (8) hours or more. Another exception where a ten (10) day notice would not be needed is if Employees requested, and the Department Head agreed to earlier shift starting times for an indefinite period.

3.1.2 An Employee or a group of Employees may request, or the City may assign, an Alternative Work Schedule outside of the usual five (5) consecutive days per week, eight (8) hours per day. The Union agrees that if an Employee or group of Employees requests an Alternative Work Schedule, the needs of the City shall prevail, and the Department Head or designee may deny an Alternative Work Schedule based upon those needs. In any case Alternative Work Schedules will be based on the needs of the City.

3.1.3 Alternative Work Schedules available include, but are not limited to, 4/10's and 9/80's.

3.1.4 Alternative Work Schedules must not increase the City's compensation costs.

3.1.5 Employees on Alternative Work Schedules shall receive holiday

compensation for any holiday set forth in this Agreement that falls on their normally scheduled day of work for the full amount of their normally scheduled hours. If a holiday were to fall on the Employee's scheduled flex-day or day off under an Alternative Work Schedule that Holiday will be made up in the same FLSA period as approved by the Department Head or designee.

3.1.6 During a significant weather event that forces the City to close administrative operations for a period of time and Employees are told not to report to work, they will be compensated for the day. However, if an Employee chooses not to report to work then accrued leave must be used or the time may be taken unpaid.

3.2 Telephonic or Electronic Response - No Employee is allowed to work outside of their work schedule without approval from their Department Head or designee. Those Employees who telephonically or electronically respond to specific work situations will be compensated for time worked in fifteen (15) minute increments, but no less than one half hour per incident.

3.3 Breaks/M meal Periods - Employees shall receive one (1) fifteen (15) minute rest period on the City's time for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the mid-point of each four (4) hour work period. No Employee shall be required to work more than three (3) hours without a rest period. If the Employee leaves the job site the fifteen (15) minute rest period shall include travel time to and from the job site.

3.3.1 Employees shall receive a meal period of thirty (30) minutes, or sixty (60) minutes based upon the Department Head's or designee's approval, which shall be on the Employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift.

3.3.2 If due to the nature of a particular project or emergency, an Employee is asked to modify their break or lunch schedule and cannot leave the job site, the Employee may be granted a flexible schedule up to and including combining breaks or leaving early

3.4 Overtime - Overtime will be paid in accordance with the Fair Labor Standards Act (all work performed in excess of forty (40) hours in one (1) week). Overtime shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate of pay. All unscheduled hours worked in continuation of the regularly scheduled work day shall be paid at the overtime rate.

3.4.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes. Overtime shall require prior authorization by the Department Head or designee. Forms authorizing overtime shall be attached to the Employee's

timesheet each month.

3.4.2 In computing overtime, all contractual holiday and bereavement leave hours shall be considered as time worked. All vacation and comp hours shall be considered as time worked if approved prior to the overtime event.

3.4.3 Pre-Scheduled Special Events – An employee working a pre-approved and pre-scheduled special event (e.g. Touch-a-Truck, concert, etc.) outside of the employee's work schedule shall receive one and one-half times (1.5X) their base wage rate.

3.5 Compensatory Time - In lieu of paid overtime, compensatory time-off may be accrued upon the request of the Employee and approval of the Department Head or designee. Compensatory time shall be accrued at the rate of one and one-half (1-1/2) times the actual time worked. Compensatory time shall not exceed an accumulated balance of one hundred (100) hours. On December 1 of every year, any balance over fifty (50) hours will be automatically cashed out on the first December paycheck. At the employee's discretion, the employee may cash out the compensatory time bank in its entirety at this time. Upon the effective date of separation from employment, employees shall be entitled to a sum of money at their current regular rate of pay for any comp time hours which have not been used.

3.6 Callback/Callout - An Employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. However, if the Employee's regular shift starts less than two (2) hours from the time they started work on the callback, they shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift.

ARTICLE IV - WAGES

4.1 Wage Appendix - The classifications of Employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix 'A' which is attached hereto and made a part of this Agreement.

ARTICLE V - TRIAL SERVICE PERIOD, LAYOFF, RECALL AND JOB VACANCIES

5.1 Trial Service Period - New Employees shall be subject to a six (6) month trial service period commencing with their date of hire. During this period such Employees shall be evaluated by the City and may be disciplined or terminated at the sole discretion of the City. Discharge or discipline of Employees during their trial service period shall not be subject to the grievance procedure. The City shall not discharge or discipline a trial service Employee for protected Union activity. The City has the right to extend the trial

service period up to an additional six (6) months. Any Employee who is promoted shall be subject to a four (4) month trial service period. During the four (4) month trial service period the City may elect to return the Employee to their previous position and salary. Any Employee who is promoted may elect to return to their previous position and salary at any time prior to the conclusion of the four (4) month trial service period. During the initial trial service period a newly hired Employee is not eligible to use vacation until after six (6) months of successful trial service period have occurred. This does not apply to the four (4) month trial service period for promotions.

5.2 Length of Service and Performance - The City appreciates and will strive to recognize quality performance and length of service. Both contribute greatly to the service that the City of Stanwood and its Employees are able to provide. Upon satisfactory completion of the trial service period the Employee's length of service with the City shall be considered from the date of hire. Length of service shall cease upon justifiable discharge, voluntary resignation as well as layoff or approved leave of absence exceeding twelve (12) months.

5.3 Layoff - The City shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the City the reason for any layoffs involving Bargaining Unit positions. If a layoff or reduction in force becomes necessary, Employees will be laid off from the affected classification within their department in accordance with their seniority and the ability to perform the work available in that department without further training (excluding a reasonable orientation period). They may "bump" a junior Employee in the Bargaining Unit from another department in accordance with their seniority and the ability to perform the work available, at the entry level requirements for the position, in that department without further training (excluding a reasonable orientation period).

5.3.1 Trial service period Employees within the same Bargaining Unit will be laid off first even in the event that the position identified by the City is not the position currently held by such Employee. In that event, the Employee in the position identified by the City must meet all essential qualifications, as determined by the City, in order to fill the vacancy left by the layoff of the trial service period Employee. The Employee will be paid at a rate as close to their salary as possible but within their new position's classification.

5.3.2 In the case of a layoff or reduction in force, the City shall provide an Employee with no less than (3) three weeks advance notification.

5.4 Recall - In the case of recall, those Employees laid off last shall be recalled first, for the position they were laid off from or to a position the City determines has similar duties and responsibilities, assuming satisfactory past performance. In order to be considered for re-employment, an Employee on layoff must keep the City informed of the address and telephone number where they can be contacted. The City shall make every reasonable effort to contact the former Employee. The City shall have no obligation to

recall an Employee after they have been on continuous layoff for a period of one (1) year. Should an Employee not return to work when recalled the City shall have no further obligation to recall them.

5.5 Job Vacancies - Permanent job vacancies within either Bargaining Unit (Administrative or Public Works) shall be filled based upon the concept of promotion or lateral movement from within; provided however, that applicants shall have the minimum qualifications, abilities and experience to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job. In filling permanent job vacancies, the City shall give consideration to several factors, including but not limited to the Employee's length of continuous service with the City, their ability to perform the duties required of the job, and past performance. In applying this provision, it is the intent of the City to provide opportunities for promotion to Employees who are qualified for the position. It is also the City's intent to fill all positions with the most qualified candidate available.

5.5.1 Notices of permanent job vacancies within either Bargaining Unit (Administrative or Public Works) shall be dated and posted by the City on the Union bulletin board(s) for ten (10) calendar days. Employees who desire consideration for such openings shall notify the City in writing during the ten (10) calendar day posting period. In order to expedite the filling of a vacancy, an expedited sign-off sheet may be utilized. The required ten (10) calendar day posting period is waived if all affected Employees indicate on the sign-off sheet that they have seen the notice and do not wish to be considered for the vacancy. Employees are to determine their interest in a position vacancy and not delay the City's ability to post externally if no internal candidates have an interest, however, the City will not advertise the vacancy until after ten (10) calendar days or the expedited posting, whichever occurs first.

ARTICLE VI - HOLIDAYS

6.1 Holidays - Employees shall receive eleven (11) paid holidays as set forth below. If any Employee is required to perform any work on such holiday, they shall receive compensation at the overtime rate for the time worked, in addition to their straight time pay for such holiday.

New Year's Day	January 1 st
Martin Luther King, Jr's Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November

Native American Heritage Day
Christmas Day

4th Friday of November
December 25th

6.1.1 The previously referenced holidays represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth within Section 6.1. However, no change by the Legislature or the Governor of the State of Washington shall result in less than eleven (11) paid holidays per year.

6.1.2 In those cases where the City and the Employee mutually agree to make a holiday a regularly scheduled workday, the Employee may receive another day off in place of the holiday.

6.1.3 Unless an Employee is working under an Alternative Work Schedule as outlined in Article 3, in the event a recognized holiday falls on a Saturday it will be observed on Friday. In the event a recognized holiday falls on a Sunday it will be observed on Monday.

ARTICLE VII - LEAVES

7.1 Vacation Leave - Each regular full-time Employee shall accrue vacation hours, as earned on a monthly basis and allocated to the Employee's accrual bank no later than the last day of the month, in accordance with their accumulated continuous service at the annual rate shown below:

1 st - 4 th year	106 hours
5 th - 9 th year	138 hours
10 th - 14 th year	170 hours
15 th - 19 th year	194 hours
20 th year and beyond	210 hours

7.1.1 The total accumulation of vacation leave may not exceed two hundred and forty (240) hours at the end of any calendar year unless it is approved by the Department Head and the City Administrator in the event that an Employee is denied a request for vacation leave. Balances may be carried forward from year to year as long as the maximum accumulation of two hundred and forty (240) hours is not exceeded.

7.1.2 In the event of conflicting requests for the same leave period, the earliest submitted request shall be the determining factor. The City may deny any vacation requests that conflict with the scheduling of work requirements for the City.

7.1.3 An Employee shall not apply for or take vacation leave that will result in a negative leave balance. Negative vacation balances shall not be allowed at any

time during the year.

7.1.4 An Employee may elect to cash out vacation hours of one week (40 hours) a year with their June 8th, or December 8th, paycheck. In order to be eligible to cash out vacation an Employee must have a minimum of forty (40) hours in their vacation bank after the cash out, and two hundred (200) hours of sick leave in their sick leave bank. Part-time Employees shall be eligible for vacation cash out on a pro rata basis. Vacation, and sick leave bank requirements shall be on the same pro rata basis.

7.1.5 Upon the effective date of separation from employment, an Employee shall be entitled to a sum of money at their current regular rate of pay at the time of separation for any vacation hours which have not been used, up to a total maximum of two hundred forty (240) hours.

7.1.6 A new Employee must complete the initial six (6) month trial service period prior to being eligible to use vacation leave.

7.2 Worker's Compensation - In a case in which an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the City, such as the State Workers Compensation Act or similar legislation of the State of Washington or any other government unit, the City shall pay only the difference between the benefits and payments received under such insurance or act by such Employee and their regular rate of compensation that they would have received from the City if able to work. The foregoing payment or contribution by the City shall be limited to the period of time that such Employee has accumulated sick and vacation time.

7.3 Jury Duty - An Employee who is required to serve on a jury or as a result of official City duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. If Employees have sufficient time to work one-half (1/2) day or more, they shall report to work that day. Jury duty leave shall not be used to attend a personal court issue.

7.4 Leave of Absence - The City shall provide a personnel policy allowing for Employees to take an extended leave of absence without pay in accordance with the policy. The decision whether or not to grant a leave of absence is the City's alone. An Employee who takes an unauthorized leave of absence may be charged with job abandonment and subject to immediate termination or disciplinary action.

7.5 Sick Leave - Each Employee shall earn sick leave at the rate of one (1) hour for every forty (40) hours worked with a minimum accrual of eight (8) hours per month to a maximum accumulation of six hundred-forty (640) hours at any year end.

7.5.1 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of two hundred and forty (240) hours accrued in their

sick leave bank, shall be cashed out twenty-five percent (25%) of their bank, not to exceed forty (40) hours total, upon separation in good standing.

7.5.2 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of one hundred and sixty (160) hours accrued in their sick leave bank, shall be cashed out fifty percent (50%) of their bank, not to exceed eighty (80) hours, upon retirement or death.

7.5.3 Sick leave covers those situations in which an Employee is absent from work due to:

1. Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
2. The need to care for a dependent child (a biological, adopted, foster child, stepchild or legal ward who is either under 18 years of age, or over 18 years and incapable of self-care due to a physical or mental disability) whose condition requires treatment or supervision;
3. The need to care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent with a serious medical condition or an emergency condition;
4. Medical or dental appointments for the Employee or dependent child, provided that the Employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
5. Exposure to a contagious disease where on the job presence of the Employee would jeopardize the health of others;
6. Use of a prescription drug which impairs job performance or safety;
7. Additional leave beyond bereavement leave for a death in the immediate family, to be authorized by the City Administrator or designee.
8. And any other reason allowed by law.

7.5.4 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may request a leave without pay. Employees may be sent home and be required to use leave if a Department Head or designee determines that an Employee's performance is negatively affected by their health conditions. If the Employee's absence extends beyond three (3) consecutive working days, verification that the absence was for an authorized purpose may be required in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

7.6 Bereavement Leave - An Employee may receive up to four (4) work days off with pay for bereavement as the result of the death of a member of the Employee's immediate/extended family subject to the approval of the Department Head. The definition of immediate/extended family is the employees' children and/or step-children, and both of their spouse's/domestic partner's sister, brother, grandmother, grandfather, mother,

father, uncle, aunt, cousin, mother-in-law, father-in-law, as well as any step or foster relations, including inhabitants of the employee's household. Longer periods taken for bereavement purposes may be charged to the Employee's sick or vacation leave with approval from the City Administrator.

7.7 Employees should make every effort to schedule appointments covered by sick leave at the beginning or ending of the workday so as to minimize disruption to workflows. Employees may take sick leave in no less than fifteen (15) minute increments.

7.8 Catastrophic Leave Donation Program - The City shall provide a personnel policy of catastrophic leave donation which includes eligibility for participation by Bargaining Unit members. The catastrophic leave donation program shall provide a method for Employees to assist other Employees who face an extended leave without pay due to their medical condition. The City's catastrophic leave donation program shall provide a method for Employees to voluntarily donate paid leave time to their coworkers. The City may, from time-to-time, modify the Personnel Policy, or procedures for catastrophic leave donation.

ARTICLE VIII - HEALTH AND WELFARE

8.1 Effective January 1, ~~2023~~**2026**, and for the term of this agreement, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents equal to one hundred percent (100%) of the premium cost for Teamsters Dental Plan A, vision under Washington Vision Services Plus Plan, and life insurance under AWC Standard Life Insurance Plan (\$10,000 Basic).

Effective January 1, ~~2023~~**2026**, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents of ~~one thousand five hundred sixty-seven dollars and sixty cents (\$1567.60)~~**one thousand seven hundred sixty-one dollars and forty cents (\$1761.40)** for the premium cost of Washington Teamsters Medical Plan A.

Effective January 1, ~~2024~~**2027**, if the premium cost for Medical Plan A increases by up to ~~six percent (6%)~~ **eight percent (8%)** over the actual ~~2023~~**2026** premium cost, the City will pay up to the ~~six percent (6%)~~ **eight percent (8%)** increase. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

Effective January 1, ~~2025~~**2028**, if the premium cost for Medical Plan A increases by up to ~~six percent (6%)~~ **eight percent (8%)** over the actual ~~2024~~**2027** premium cost, the City will pay up to the ~~six percent (6%)~~ **eight percent (8%)** increase. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

In compliance with the Washington Teamsters Welfare Trust Operating Guidelines, the City shall be required to make contributions to the Washington Teamsters Welfare Trust for each bargaining unit member compensated a minimum of eighty (80) hours per month. Hours of accrued compensation paid in a lump sum upon termination will not be counted toward the eighty (80) hours per month. In addition, temporary and/or seasonal Employees employed by the City who perform work in the classifications or categories covered by the Collective Bargaining Agreement between the City and the Union who work less than one thousand-forty (1040) hours in a calendar year shall not be eligible for health care premium contributions. However, should a temporary and/or seasonal Employee continue employment in excess of one thousand-forty (1040) hours in the same calendar year, the Employee shall qualify for benefits as outlined in Article VIII of the Collective Bargaining Agreement. Contributions are due upon the first month and each month thereafter in which the temporary/seasonal Employee completes eighty (80) hours following completion of one thousand-forty (1040) hours within a calendar year provided the Employee continues employment for the entire month. If an Employee changes status from temporary/seasonal to regularly scheduled during the year contributions are due upon the first month in which the Employee completes eighty (80) hours following their change in employment status.

Whenever a new Employee or current Employee enters into a position covered by Washington Teamsters Welfare Trust plans, and where the Employee would otherwise have a one-month gap in coverage under the Washington Teamsters Welfare Trust plans due to the Trust's lag month eligibility rules, the employer shall be required (with its initial payment to the Washington Teamsters Welfare Trust) to make a double premium contribution to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an Employee's eligibility period when enrolling in benefit plan coverage provide under the Washington Teamster Welfare Trust.

ARTICLE IX - MISCELLANEOUS

9.1 State Retirement Program – The City and the Employees shall participate in the Washington Public Employees Retirement System as set forth in RCW 41.44.

9.2 Western Conference of Teamsters Pension Trust - ~~For the term of the contract, effective January 1, 2023, the~~ **The** Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year **as shown below.** ~~The hourly contribution rate shall be sixty-eight cents (\$.68) per compensable hour.~~

- **Effective January 1, 2026 – seventy-eight cents (\$.78) per compensable hour.**
- **Effective January 1, 2027 – eighty-eight cents (\$.88) per compensable hour.**
- **Effective January 1, 2028 – one dollar (\$1.00) per compensable hour.**

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

9.3 Fit for Duty -Employees shall comply with Appendix B of this agreement regarding Drug and Alcohol Testing and Procedures. If the Department Head or designee has reason to believe an Employee is not fit for duty or that the Employee may be impaired, the Department Head or designee may send that Employee for a fitness for duty evaluation. The City may designate the health care provider or site of the evaluation. Such an evaluation shall be at the City's expense.

When an Employee has been absent from work due to impairment, injury or illness, caused on or off the job, the Department Head may require that the Employee provide a written release, from their medical provider, to full unrestricted work status before the Employee is allowed to return to work without limitations. Should the treating health care provider determine that the Employee has temporary limitations which may prohibit an unrestricted return to full duty; the City may elect to return the Employee to any temporary limited duties which the Department Head determines the Employee can safely perform. The City may determine that the Employee's limitations do not permit a return to work, even if the Employee desires to return to work prior to full recovery. Should the treating health care provider determine that the Employee has permanent or prolonged limitations which may prohibit an unrestricted return to full duty; the City shall consider reasonable accommodations to the Employee's limitations in compliance with the requirements of the Americans with Disabilities Act.

9.4 Strikes - The Union shall not authorize, call, engage in, encourage, assist or condone, in any manner, any Employee strike, work stoppage, slowdown, sick-in, or any other concerted refusal to work by Employees or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of the services of the City during the life of this Agreement.

9.5 Lockouts - The City shall not authorize, call, encourage, condone, engage in, or assist in any lockout of its Employees during the life of this Agreement.

9.6 Part-time or Temporary Employees - The City may only utilize part-time and/or temporary Employees to supplement the regular full-time work force and shall not utilize part-time and/or temporary Employees to replace regular full-time Employees. However, if the City determines that an existing full-time position needs to be reduced to part-time

and the affected Employee instead of accepting the part-time position resigns, retires, or otherwise refuses the part-time position, the City may then hire a part-time Employee.

9.6.1 A part-time Employee scheduled to work one thousand and forty (1,040) hours or more shall receive medical, dental and vision insurance benefits as outlined in Article 8, of this Agreement. All part-time Employees shall earn pro rata vacation and sick leave accrual. Such pro ration shall be based upon the annual scheduled hours for the position in relation to 2,080 hours. Regular part-time Employees shall receive pro rata holiday compensation for any holiday set forth in this Agreement. During a holiday week, part-time Employees and their Department Heads will work together to create a mutually agreed upon schedule utilizing the Employee's pro rata scheduled hours minus the holiday hours. Temporary Employees shall not be eligible for fringe benefits unless otherwise required by State or Federal Law.

9.7 Labor Management Meetings - A Labor Management Committee (LMC) is hereby established composed of representatives from Teamsters Union Local 231 Administrative Employees, and Management representing the City of Stanwood. The Union Business Agent and a Bargaining Unit member shall be members of the LMC. The purpose of these meetings is for the parties to this Agreement to meet and discuss issues and concerns in an informal setting. The party proposing to meet shall be responsible to schedule and conduct the meeting.

ARTICLE X - MANAGEMENT RIGHTS

10.1 State Law - The City has and shall retain any and all rights concerned with the management and operation of the department while recognizing its duty to bargain mandatory subjects of bargaining per RCW 41.56.

10.2 Management Rights - The City has and shall retain the exclusive right to determine issues of public policy and to determine the merits, necessity or organization of any services or activity conducted by the City. It is the general policy of the City to continue to utilize its Employees to perform work they are qualified to perform. The City reserves the right to contract out and/or eliminate any work or functions performed by Employees in this bargaining unit it deems necessary in the interests of efficiency, economy, improved work product or emergency.

10.2.1 Except as abridged or modified by this Agreement management retains all rights granted by Law to operate and manage the functions of the City, to control, direct, and schedule its operations and work force and to make any and all decisions affecting such operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline Employees, select and determine the number of Employees, including the number assigned any

particular work, increase or decrease that number, direct and schedule the work force, determine the location and type of operation, determine the schedule when overtime shall be worked, install or move equipment, determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance; to determine policies, procedures and standards for selection, training and promotion of Employees; to establish performance standards to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its mission in emergencies; to exercise control and discretion over its organization and the technology for performing its work and services to maintain the economy desirable for the performance of City services. Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City government, and the rights and obligations owed to the electorate.

ARTICLE XI - DISCIPLINE

11.1 Definition - City may discharge or suspend an Employee for just cause. Discipline shall be defined as a written reprimand, suspension without pay, or discharge. Demotion may also be defined as discipline; however, not all Employee demotions are necessarily for disciplinary purposes. Employees or the Union can grieve disciplinary actions through the grievance procedure outlined in this Agreement; however, only suspension, demotion, or termination can be taken to arbitration.

11.2 Process - The City supports the concept of progressive discipline. Usually, disciplinary action shall be corrective in nature; however, the decision to discipline and to what extent will be made on a case by case basis and is solely that of the City's. For example, the City may take immediate disciplinary action (up to termination) for, but not limited to, the following examples: (1) theft, (2) moral turpitude (conviction of a criminal offense), (3) misuse of public funds, (4) falsifying reports or records, (5) gross incompetence or gross negligence, (6) dishonesty on the job, (7) gross insubordination, (8) drug abuse, (9) drinking or drunkenness while on duty, (10) sexual harassment.

11.2.1 For purposes of progressive discipline the City shall give one (1) copy of the written reprimand to the Employee and one (1) copy to the Union. The complaint specified in a prior written reprimand need not concern the same type of misconduct as the cause for discharge or suspension. A written reprimand must be issued within twelve (12) working days after discovery of the violation; exclusive of Saturdays, Sundays and holidays.

ARTICLE XII - GRIEVANCE PROCEDURE

12.1 Grievance Steps - A "grievance" is a difference that arises between the City and an Employee, or between the City and the Union, as to the interpretation or application of the provisions of this Agreement. It is the intent and purpose of the Union and the City to

avoid and prevent grievances and misunderstandings. However, should such differences arise; an earnest effort shall be made to settle the difference as soon as practical between the aggrieved Employee, or the Union, and the City, at the lowest step in the following grievance procedure.

12.1.1 Step One – Immediate Supervisor Conversation: A grievance shall be first discussed by the Employee and the immediate supervisor, with or without their Union steward present as desired by the Employee, within ten (10) business days of the incident, or of the Employee knowing of the incident. The immediate supervisor shall give an answer to the Employee within ten (10) business days of the discussion.

12.1.2 Step Two – Department Head Formal Grievance Filing: If the grievance is not settled in Step One and the Union wishes to file a formal grievance, it shall be provided in writing to the Department Head within ten (10) business days after the Step One immediate supervisor's answer. The written grievance shall contain, (1) facts upon which the grievance is based, (2) a reference to the section or sections of the Agreement that are alleged to have been violated, and (3) the remedy sought. The Department Head shall answer in writing within ten (10) business days after receipt of the written grievance.

12.1.3 Step Three – City Administrator: If the grievance is not settled in Step Two and the Union wishes to appeal the grievance to Step Three, it shall be referred in writing to the City Administrator within ten (10) business days after the Department Head's answer in Step Two has been received. City Administrator shall answer in writing within fifteen (15) business days after receipt of the grievance. Any grievance regarding discipline shall be initiated at Step Three – City Administrator.

12.1.4 Step Four - Arbitration: If the grievance remains unresolved and the Union wishes to pursue it, the grievance may first be submitted to mediation by written agreement of the parties or will be submitted directly to arbitration in accordance with the following procedures. The referral to arbitration can only be made by the parties to this Agreement and must be in writing and presented to the other party within fifteen (15) business days of receipt of the written answer referred to in Step Three.

12.2 Arbitration - In the event the grievance is referred to arbitration, the parties will attempt to designate a single arbiter. In the event an arbiter is not agreed upon within fifteen (15) working days, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbiters from within the states of Washington, Idaho, or Oregon. The arbiter will be chosen from the list by alternate striking of arbiter names. When each party has stricken four (4) names, the remaining name will be the appointed arbiter. The order of striking names from the list will be determined by the flip of a coin.

12.2.1 The arbiter, once appointed will inform the parties of the procedure to be followed.

12.2.2 The arbiter shall hear and accept pertinent evidence by both parties. No new evidence submitted after Step Four of the grievance procedure shall be introduced to the arbiter without mutual agreement from both parties. The arbiter shall render a decision in writing to both parties within 30 days, unless mutually extended, of the closing of the record.

12.2.3 The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration. The decision shall be final and binding on both parties.

12.2.4 The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

12.2.5 Each party of the proceedings may call witnesses, in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

12.2.6 Each party shall pay any compensation and expenses relating to its own witnesses or representatives, including attorney's fees.

12.2.7 The arbiter shall specify in the award that the City or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter, including necessary expenses.

12.2.8 The standard of review shall be if the City's decision was arbitrary and capricious.

12.3 Disciplinary Action - No grievance for disciplinary action, other than suspension, demotion, or termination, can be taken to arbitration.

12.4 All grievances, and replies, shall be decided within the maximum periods stipulated, but excluding Saturdays, Sundays and all holidays as business days. The receipt date shall be considered as the start date for the purpose of calculating time periods in this Article. No grievance shall advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. Time limits may be extended by mutual waiver by both the Union and the City. Failure by the Union or Employee to submit the grievance in accordance with these time

limits without such waiver will constitute an abandonment of the grievance. Upon failure by the City to submit a reply within the specified time limits, the Employee or the Union may advance the grievance to the next step.

ARTICLE XIII – SEPARABILITY AND SAVINGS

13.1 Should any clause of this Agreement be held invalid by operation of Law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any clause should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such clause.

ARTICLE XIV - ENTIRE AGREEMENT

14.1 The Agreement expressed herein in writing constitutes the entire Bargaining Agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that each has held the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The result of the exercise of those rights is set forth in this Agreement.

ARTICLE XV - DURATION

15.1 This Agreement shall become effective January 1, ~~2023~~**2026**, and shall remain in full force and effect through December 31, ~~2025~~**2028**. All salaries as outlined in Article 4, as well as standby pay and overtime, as outlined in Article 3, shall be paid retroactively as of January 1, ~~2023~~**2026**. The Employer and the Union agree to open this contract for negotiations one hundred eighty (180) days prior to December 31, ~~2025~~**2028**.

15.2 This Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached.

TEAMSTERS LOCAL UNION NO. 231

CITY OF STANWOOD, WASHINGTON

By _____
Rich Ewing, Secretary-Treasurer

By _____
Sid Roberts, Mayor

Date _____

Date _____

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF STANWOOD, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Administrative Employees)

January 1, ~~2023~~2026 - December 31, ~~2025~~2028

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF STANWOOD, WASHINGTON, hereinafter referred to as the City, and TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, ~~2023~~2026, the monthly rates of pay for each classification covered by this Agreement shall be increased based upon the results of the recently completed ~~citywide~~ salary study and by ~~five percent (5%)~~ **four percent (4%)** as follows:

Following application of the four percent (4%) wage increase, each employee shall be rolled onto the new 2026 salary schedule at their current step. No employee shall be placed at a lower step than their December 31, 2025, base pay.

The four percent (4%) increase and placement onto the new salary schedule shall occur prior to any other economic adjustments provided elsewhere in this Agreement (e.g., reclassifications).

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Associate Planner/GIS Analyst	\$5,874	\$6,056	\$6,243	\$6,522	\$6,865	\$7,226
Accounting Specialist	\$5,376	\$5,660	\$5,957	\$6,271	\$6,600	\$6,948
Public Works Office Specialist	\$5,376	\$5,660	\$5,957	\$6,271	\$6,600	\$6,948
Deputy City Clerk	\$5,376	\$5,660	\$5,957	\$6,271	\$6,600	\$6,948
Permit Specialist/Planner	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Administrative Assistant	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Accounting Technician II	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Police Records Clerk	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Permit Specialist	\$4,918	\$5,125	\$5,336	\$5,560	\$5,792	\$6,033
Accounting Technician I	\$4,580	\$4,771	\$4,973	\$5,179	\$5,394	\$5,620
Accounting Clerk	\$4,580	\$4,771	\$4,973	\$5,179	\$5,394	\$5,620

Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
PW and Parks Administrative Associate	\$6,871	\$7,233	\$7,614	\$8,014	\$8,436	\$8,881
Associate Planner	\$6,545	\$6,889	\$7,251	\$7,633	\$8,034	\$8,457
Deputy City Clerk	\$6,544	\$6,889	\$7,251	\$7,633	\$8,034	\$8,457
Accounting Specialist	\$5,943	\$6,257	\$6,585	\$6,932	\$7,297	\$7,680
Public Works Office Specialist	\$5,943	\$6,257	\$6,585	\$6,932	\$7,297	\$7,680
Permit Specialist	\$5,777	\$6,028	\$6,272	\$6,526	\$6,788	\$7,064
Administrative Assistant	\$5,777	\$6,028	\$6,272	\$6,526	\$6,788	\$7,064
Accounting Technician II	\$5,777	\$6,028	\$6,272	\$6,526	\$6,788	\$7,064
Police Records Clerk	\$5,777	\$6,028	\$6,272	\$6,526	\$6,788	\$7,064
Permit Specialist	\$5,777	\$6,028	\$6,272	\$6,526	\$6,788	\$7,064
Accounting Technician I	\$5,063	\$5,274	\$5,497	\$5,725	\$5,962	\$6,212

A.1.2 Effective January 1, 2024~~2027~~, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index-Urban Consumers (CPI-U) for the West Region, Size B/C Cities June to June, with a minimum of 1.0% and a maximum of 5.0%. monthly rates of pay for all covered classifications shall be adjusted by 100% of the percentage change in the Seattle-Tacoma-Bellevue (CPI-W) (All items) for the June 2025 -to-June 2026 period, as published by the U.S. Bureau of Labor Statistics. The annual adjustment shall be no less than two percent (2%) or more than five percent (5%).

A.1.3 Effective January 1, 2025~~2028~~, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index-Urban Consumers (CPI-U) for the West Region, Size B/C Cities June to June, with a minimum of 1.0% and a maximum of 5.0%. monthly rates of pay for all covered classifications shall be adjusted by 100% of the percentage change in the Seattle-Tacoma-Bellevue (CPI-W) (All items) for the June 2026 -to-June 2027 period, as published by the U.S. Bureau of Labor Statistics. The annual adjustment shall be no less than two percent (2%) or more than five percent (5%).

A.2 A five hundred dollar (\$500.00) gross signing bonus, subject to payroll taxes will be paid to each member of the bargaining unit (excluding the Engineering Technician) with, or before, the first full pay period following ratification of this Agreement.

A.3 It is understood that the City has created a pay schedule for movement through the classifications outlined in the wage matrix above.

A.4 Employees will receive a step increase on their anniversary date per the provisions outlined in this Appendix to Article 4. At the beginning of every calendar year, the City will provide the new rates to Employees per the language in this section. Employees who

are eligible for step advancement under the terms of this Agreement shall advance one (1) full step on their normal anniversary or hire-date during calendar year 2026.

Step progression will continue annually thereafter in accordance with the existing contract provisions.

A.5 An Employee who reaches the final step of their classification will not receive a step increase, per section A.4, but will receive a cost-of-living adjustment per section A.1.2 and A.1.3.

A.6 For the purposes of payroll administration all full-time regular Employees will earn a monthly salary and all part-time Employees will receive a monthly salary equivalent to the monthly salary assigned to their step divided by their full-time equivalent percentage.

A.7 An Employee who is promoted shall be assigned to a higher classification, in a step that is closest to their current salary, which provides for an increase higher than that currently being received with a minimum increase of five percent (5%) of the employee's base wage. Promotions shall not change the date an Employee receives a step increase per section A.4.

An Employee who is demoted shall be assigned to a lower classification in a step that is closest to their current salary as long as it is not outside the range of the lower classification. Demotions shall not change the date an Employee receives a step increase per section A.4.

A.8 The implementation of the salary matrix upon both parties signing the attached agreement cannot reduce the current salary rate of any Employee within the Bargaining Unit.

A.9 If an Employee is temporarily re-classified by their Department Head, and approved by the City Administrator, to work at a higher classification for a period of more than seven (7) consecutive days, that Employee shall receive the wage rate within the assigned higher classification closest to their own wage rate, but no less than an increase of five percent (5%) of the employee's base wage. In the event an Employee is temporarily assigned to a position paying a lesser wage than the rate for the Employee's regular position, no reduction in the Employee's wage shall be made.

A.10 Employees shall receive fifty dollars (\$50.00) per month for maintaining each qualifying certification. The following certifications are eligible for certification pay. These certifications are stackable:

- Certified Government Finance Manager (CGFM)
- Certified Accounts Payable Professional (CAPP)
- Certified Procurement Professional (NIGP)

Appendix B

Drug and Alcohol Testing Policies and Procedures

Introduction: The City of Stanwood has adopted a substance abuse policy as part of the Personnel Policies that establishes that any employee may be required to submit to alcohol or controlled substance testing for reasons described in this policy. The City reserves the right to designate certain positions as “safety sensitive,” which may require pre-employment drug screening and random drug testing. Additionally, drug and alcohol testing policies and procedures are required by the U.S. Department of Transportation for employees who are required to have a Commercial Driver’s License (CDL) to perform their job.

This document has three parts: 1) policies that apply to employees who are not required to have a CDL (non-CDL employees); 2) policies that apply to employees who are required to have a CDL; and 3) procedures applicable to all employees.

PART I: POLICIES THAT APPLY TO ALL EMPLOYEES WHO ARE NOT REQUIRED TO HAVE A CDL (NON-CDL EMPLOYEES)

Policy

The City of Stanwood is committed to protecting the health, safety and well-being of its employees and all individuals who come into contact with our employees and workplace. In addition, we strive to create and maintain a productive and efficient work environment in which all employees have an opportunity to thrive and be successful. Recognizing that drug and alcohol use and abuse can pose a serious threat to these goals, the City of Stanwood is committed to providing a drug and alcohol-free workplace for all of its employees.

Definitions

Drugs - For purposes of Part I of this policy, “drugs” refers to any illegal substance or controlled substance as defined by the federal Controlled Substances Act, taken without a valid prescription, including but not limited to: marijuana (THC), cocaine, opiates, synthetic opiates, phencyclidine (PCP), and amphetamines.

Alcohol – “Alcohol” means ethyl alcohol, the intoxicating agent in alcoholic beverages, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document (using a Reasonable Suspicion Testing and Documentation Form) regarding an employee’s appearance, behavior, speech, breath odor, or other factors that indicate the employee may be under the influence of alcohol or drugs.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional,

or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

Drug and Alcohol Testing

Tests - The City of Stanwood may test any employee or applicant for drugs or alcohol as set forth in this policy. This includes urine drug testing and evidential breath alcohol testing. Alcohol and drug testing required by this policy is a mandatory condition of employment. Refusing to submit to such tests constitutes a violation of City policy and will result in termination of employment (or, for an applicant, withdrawal of the conditional job offer.)

Reasonable Suspicion – Whenever a City of Stanwood Human Resource representative, or a supervisor has reasonable suspicion (described and documented using a Reasonable Suspicion Testing and Documentation Form) suggesting that the employee is under the influence of alcohol or drugs, the employee shall submit to a reasonable suspicion drug and/or alcohol test. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors should complete a Documentation Form and, if possible, have the form signed by a witness.

If a supervisor has reasonable suspicion to believe that an employee who is on duty, about to go on duty, or just completed duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site by the supervisor for testing.

If a reasonable suspicion alcohol test is not conducted within two hours of determination that it is necessary, the supervisor will prepare and maintain documentation of the reasons why it did not occur within that time frame.

Post-Accident – An employee who is involved in an accident while driving a vehicle for City business will be required to submit to a drug and alcohol test if the accident: (a) results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; and (b) the employee caused or contributed to the accident and there is reasonable possibility that drugs or alcohol could have contributed to the accident.

After an accident, employees are responsible for contacting their immediate supervisor or other management personnel. If the above conditions are met, the employee must make himself or herself available for post-accident testing as soon as possible. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours.

An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is

unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Return to Duty – Employees who have violated this policy but are allowed to return to work must test negative prior to being released for duty. A return-to-duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Follow Up – An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed twenty-four (24) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

PROHIBITED CONDUCT

The City of Stanwood strictly prohibits the following:

- Reporting to work or remaining on duty under the influence of alcohol or drugs.
- Testing positive for alcohol or drugs. An alcohol concentration of 0.02 or higher is considered a positive test.
- The use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or drugs and their paraphernalia in any amount or any manner on City premises, in City vehicles, or while on duty at any time.
- Operating a City vehicle within four (4) hours after consuming any amount of alcohol. An on-call employee who consumes any amount of alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.
- The unauthorized use or distribution of prescription drugs on City premises, in City vehicles, or while on duty at any time.
- The use of any legally obtained drug (prescription or over-the-counter) when such use adversely affects an employee's job performance, their safety or the safety of others, or any combination thereof.
- Violations of this policy.
- Employees who are taking medically prescribed or over-the-counter drugs should notify their supervisor if the medication may cause a direct threat by impairing job performance of safety-sensitive functions. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana under all circumstances, including where the employee has a medical prescription or a medical marijuana green card.

Any employee found in violation of the above stated prohibitions will be subject to disciplinary action up to and including termination.

REFUSAL TO SUBMIT

An employee may not refuse to submit to a post-accident, reasonable suspicion, or follow-up alcohol or drug test as directed by this policy. A refusal is treated as though the test, if taken, was positive.

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT

Employees are subject to disciplinary action up to and including termination (and as specified in the Personnel Policies) for violating this policy. All employees, regardless of disciplinary action, will be advised of resources available for assistance with drug or alcohol misuse.

Employees who violate this policy but whose employment is not terminated will not be permitted to return to work unless the employee:

1. has been evaluated by a SAP; and
2. if recommended by a SAP, has properly followed any rehabilitation prescribed; and
3. has had a post-treatment evaluation by the original SAP and is released to return to work; and,
4. has a verified negative return-to-duty test. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

An employee who successfully returns to work will be subject to follow-up random testing as recommended by the SAP with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

PART II: POLICIES THAT APPLY TO EMPLOYEES WITH COMMERCIAL DRIVER'S LICENSES

Purpose

The purpose of this part of this policy is to establish compliance with the Federal Motor Carriers Safety Administration regulations requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety sensitive positions, including those who are required to hold certain Commercial Driver's Licenses. These regulations may be found in 49 CFR Part 40 and Part 382 of the U.S. Code. This policy sets forth the City of Stanwood alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

Application

Part II applies to all employees of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of their job.

Policy

The City has a significant interest in the health and safety of its employees and the citizens of the City of Stanwood. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. Employees are encouraged to seek confidential counseling on

problems associated with alcohol and drug abuse through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants as outlined in this part of this policy.

Definitions

Commercial Vehicle - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials.

Driver - All employees whose positions may involve driving a commercial vehicle and which require the possession of a Commercial Driver's License.

Drugs - For the purposes of this policy, in accordance with the applicable federal regulations for Commercial Driver's License holders, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines. Nothing in this policy shall preclude the City from requesting testing for additional illegal or controlled substances taken without a valid prescription, including but not limited to synthetic opiates.

Follow Up-An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Pre-Employment – After receiving a conditional offer of employment, applicants whose position requires a CDL are required to submit to, and successfully pass, a drug test.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document (using a Reasonable Suspicion Testing and Documentation Form) regarding an employee's current appearance, behavior, speech and breath odor or other factors that suggests the employee is under the influence of alcohol or drugs.

Return to Duty-Employees who have violated this policy and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Safety Sensitive Position - For purposes of this part (Part II) of this policy, these are positions that require a Commercial Driver's License.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in

the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

Prohibited Conduct.

The following conduct regarding alcohol and drug use or abuse is prohibited:

A. Alcohol

- An employee may not report for or remain on duty requiring the performance of duties covered under this policy while having an alcohol concentration of 0.02 or greater.
- An employee may not possess or use alcohol while on duty or while operating a City vehicle.
- An employee may not operate a commercial vehicle within four (4) hours after consuming alcohol. An on-call employee who consumes alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.

B. Drugs

Reporting for duty or remaining on duty when the employee has used a drug or drugs is strictly prohibited, as defined with these adopted policies.

C. Use of Prescription Medication

Except for medical marijuana, use of prescription medication or over-the-counter medication pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle is not a violation of this policy. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must inform their supervisor and may be required to provide written notice from their physician or pharmacist with respect to the effects of such substances and their ability to safely and effectively perform their job. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana even if the employee has a medical marijuana prescription or medical marijuana green card.

D. Refusal to Submit to a Required Test

An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as directed by this part of this policy. A refusal is treated as though the test, if taken, was positive.

E. Positive Drug Test

An employee may not report for duty or remain on duty requiring the performance of duties covered under this policy if the employee tests positive for drugs or alcohol.

F. Tampering with a Required Test

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

Testing

1. Pre-employment Drug Testing

All individuals who are covered by this part of this policy must pass a drug test as a post-offer condition of employment.

2. Reasonable Suspicion Testing

Employees subject to this part of this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulated observations. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- a) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- b) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

3. Post-Accident Testing

All employees covered by Part II of this policy will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road or right-of-way which results in:

- a) A fatality OR
- b) The driver receives a citation under state or local law for a moving violation AND
 - i. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene OR
 - ii. one or more motor vehicles incurs disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
- iii. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within thirty-two (32) hours.

After an accident, employees are responsible for contacting the immediate supervisor or other management personnel and remaining readily available for testing. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is

unable to provide consent to testing due to a medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Random Testing

Employees covered by these procedures have been included in the AWC Drug and Alcohol Testing Consortium pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by HealthForce Partners and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is fifty (50) percent of the pool of employees covered by this policy for drug testing and ten (10) percent of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 100 random alcohol tests conducted throughout the year.

HealthForce Partners uses a software program to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing and others will be selected for both drug and alcohol testing.

Employees selected for random testing will be scheduled for a test by the Designated Employer Representative at some time during the month that the name was selected. Employees selected for alcohol testing may only be tested just before, during or after driving a commercial vehicle. Employees will not be notified until just prior to the testing.

Upon notification of selection for random testing, the employee will receive an *Employee Notification of Scheduled Drug and/or Alcohol Test* letter from the Designated Employer Representative. The employee will be asked to sign this letter and a *Testing Consent* form. The employee must present the *Employee Notification of Scheduled Drug and/or Alcohol Test* letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed immediately and directly to the collection site for testing.

If an employee scheduled for an alcohol test receives a confirmed test result with a breath alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

Return to Duty Testing

Employees who have violated Part II of this policy, including those who have tested positive on a drug or alcohol test, and who are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Follow-up Testing

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Refusal To Take An Alcohol Or Drug Test.

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. a failure to provide adequate breath for testing without a valid medical explanation;
- b. failure to provide adequate urine for drug testing without a valid medical explanation;
- c. engaging in conduct that obstructs the testing process;
- d. failure to appear for a test;
- e. failure to remain at the testing site until the testing process is completed;
- f. failure to permit the monitoring of the provision of a specimen as directed by the collector;
- g. failure to take a second test as directed by the collector;
- h. tampering with a urine sample;
- i. failure to complete all required forms and documents.

Refusal to submit to a test shall be considered the same as a positive test result.

Securing Information From Previous Employers.

If a person is to be hired into a position subject to this part of this policy and during the previous two (2) years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two (2) years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within twenty-eight (28) days of the person performing safety sensitive duties for the first time.

Applicants are directed to disclose to the City any positive federal drug tests taken for entities other than bona fide employers within the previous two years.

If the City obtains information that indicates either a positive test or that a refusal to be tested occurred within the past two (2) years, that person will not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional (SAP) was made, return to duty testing was administered, and the individual remains in compliance with the return to duty provisions outlined by the original SAP.

Confidentiality and Record Retention.

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

Consequences of Engaging in Prohibited Conduct or Positive Drug or Alcohol Tests.

Discipline

An employee will be subject to appropriate disciplinary action as specified in the Personnel Policies up to and including termination from employment if:

1. the employee tests positive for a drug or drugs;
2. results from an alcohol test indicate a breath alcohol level of 0.04 or greater; and/or,
3. the employee has engaged in prohibited conduct as outlined in the Personnel Policies.

All employees, regardless of disciplinary action taken, will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

Positive Test Result and/or Engaging in Prohibited Conduct.

The following provisions apply to employees who are not terminated for violating this policy:

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of 0.02 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in the Personnel Policies, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. has had a post-treatment evaluation by the original SAP; and,
4. has a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as recommended by the Substance Abuse Professional, with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

Employee Assistance Program/Voluntary Referral.

The City supports employees who voluntarily seek assistance with alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program described in Part III. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or

a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this part of this policy or other policies of the City.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

PART III: POLICIES APPLICABLE TO ALL EMPLOYEES

RESOURCES

Designated Employer Representative (DER)

The Finance Director/City Clerk has been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance.

Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact the EAP for assistance in early detection of substance abuse problems and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact the Human Resources Department.

Testing, Evaluation and Referral Services

The City has joined the Association of Washington Cities (AWC) Drug and Alcohol Testing Consortium for the administration of this program. The AWC Consortium has contracted with HealthForce Partners to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

Drug and Alcohol Testing Collection Sites:

Skagit Valley Occupational Medicine
1400 E. Kincaid
Mt. Vernon, WA 98224
(360) 848-4150

Testing Laboratory, as approved by the US Substance Abuse & Mental Health Services Administration (SAMHSA):

LabCorp
1229 Madison Street, Suite 500
Seattle, WA 98104
(206) 386.2661

Medical Review Officer

DrugFree Business MRO Services
Dee McGonigle, MD
18912 North Creek Parkway, Suite 202
Bothell, WA 98011
(866) 448-0651

Substance Abuse Professional

Compsych
1.800.570.9315

Compsych will refer caller to a Substance Abuse Professional in the local area.

TESTING PROCEDURES

A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs if being hired into a job requiring a CDL, or as determined by the City.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in the City rescinding the conditional offer of employment. The individual will only be eligible to re-apply for a position covered by these procedures after six (6) months. Proof of compliance with USDOT return-to-duty regulations will be required. A positive drug test result for an employee seeking to transfer to a position requiring the driving of a commercial vehicle will result in denial of the transfer and the employee will be subject to discipline as described in the Drug and Alcohol Testing Policy.

Random Testing

1. After Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by HealthForce Partners for such occurrences.

2. Dilute Specimens

If a test is reported to the City with a result of "Negative Dilute", the City will require the employee to take another test immediately in the following circumstances: for pre-employment, return to duty, reasonable cause, and follow up. The result of the recollection shall become the official test of record.

TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Pre-employment
- e. Follow-up testing
- f. Return to duty testing

2. Employees are responsible for the costs associated with the following tests:

Split sample re-tests made at the employee's request

Split sample testing will be initiated by the MRO immediately upon the request of the donor without regard to which party will ultimately be responsible for payment. However, the City will pursue reimbursement from the donor if the split test reconfirms the original positive result.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee.

B. Pay Status

1. For Time Spent Testing

Employees will be compensated for time spent to report to the testing facility and be tested for the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Follow-up testing

2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on paid leave pending the outcome of the test results. Such employees are eligible to use accrued vacation or sick leave during this time. If the test result is negative, the time will be paid and any sick or vacation leave used will be credited.

3. Waiting to Return to Duty

An employee who receives a positive drug test or who tests 0.02 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the above policies. Such employee may use accrued vacation or sick leave during this absence.

TESTING METHODS

A. Drug Testing

Drug testing requires donors to provide a urine specimen of at least 45 ml to be tested. The specimen will be sent to LabCorp, a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO).

B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath testing (EBT) device operated by a trained breath alcohol technician (BAT) at the collection site.

TRAINING AND EDUCATION

The City will provide all affected employees with copies of the Drug and Alcohol Testing Policy and other information as may be required by the federal regulations. Each employee must sign a receipt upon having been provided the above referenced information.

Managers and supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or drug testing will receive at least sixty (60) minutes of training on alcohol and sixty (60) additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

POLICY MODIFICATIONS

The City reserves the right to amend this policy as required by changes to Federal law, State law, accepted industry practice, or for minor administrative modifications. Employees will be notified in writing of any changes made that affect them.

City of Stanwood Salary Analysis

2025 Salary Range Maximum Rates - Represented

Job Title	City Maximum Salary Range Rate	Market Average Maximum Salary Range Rate	City as a Percent of Market Average Rate	Variance
Accounting Clerk	\$71,676	\$72,792	-1.56%	-\$1,116
Accounting Specialist	\$88,620	\$85,332	3.71%	\$3,288
Accounting Technician I	\$71,676	\$72,792	-1.56%	-\$1,116
Accounting Technician II	\$81,504	\$75,432	7.45%	\$6,072
Administrative Assistant	\$81,504	\$78,012	4.28%	\$3,492
Associate Planner	\$92,172	\$98,184	-6.52%	-\$6,012
Deputy City Clerk	\$88,620	\$97,272	-9.76%	-\$8,652
Engineering Technician	\$92,064	\$88,092	4.31%	\$3,972
*GIS Analyst	\$92,172	\$101,268	-9.87%	-\$9,096
Permit Specialist	\$81,504	\$82,824	-1.62%	-\$1,320
Police Records Clerk	\$81,504	\$80,808	0.85%	\$696
Public Works Lead	\$102,264	\$96,852	5.29%	\$5,412
Public Works Office Specialist	\$88,620	\$86,688	2.18%	\$1,932
PW & Parks Administrative Associate - NEW	\$0		N/A	
Public Works Technician I	\$75,084	\$75,108	-0.03%	-\$24
Public Works Technician II	\$84,684	\$83,928	0.89%	\$756
Wastewater Treatment Plant Operator II	\$90,180	\$92,124	-2.16%	-\$1,944
Wastewater Treatment Plant Operator III	\$96,480	\$96,588	-0.11%	-\$108
**Wastewater Treatment Plant Operator Lead	\$106,356	\$115,524	-8.62%	-\$9,168
Water Plant Operator I	\$85,872	\$82,860	3.51%	\$3,012
Water Plant Operator II	\$91,656	\$89,412	2.45%	\$2,244
**Water Plant Operator Lead	\$106,356	\$114,768	-7.91%	-\$8,412

*Propose transfer to PW CBA

**Propose reclassification to Utilities Lead

City of Stanwood Salary Analysis

2025 Annual Salary Range Maximum Rates - Non-Represented

Job Title	City Maximum Salary Range	Market Average Maximum Salary Range Rate	City as a Percent of Market Average Rate	Variance
Associate Engineer	\$122,232	\$109,572	10.36%	\$12,660
Building Official	\$122,232	\$128,484	-5.11%	-\$6,252
*Business and Community Relations Coordinator	\$106,512	\$85,692	N/A	\$20,820
City Administrator	\$208,956	\$224,880	-7.62%	-\$15,924
City Clerk	\$122,232	\$128,724	-5.31%	-\$6,492
City Engineer / Capital Projects Manager	\$154,896	\$144,096	6.97%	\$10,800
*Communications and Marketing Specialist	\$112,116	\$112,632	-0.46%	-\$516
Community Development Director	\$166,668	\$179,040	-7.42%	-\$12,372
Finance Director	\$166,668	\$184,464	-10.68%	-\$17,796
Finance Manager	\$135,372	\$132,828	1.88%	\$2,544
Human Resources Manager	\$135,372	\$148,284	-9.54%	-\$12,912
Planner	\$100,896	\$95,856	5.00%	\$5,040
Public Works Director	\$172,008	\$188,700	-9.70%	-\$16,692
Public Works Supervisor	\$135,372	\$134,568	0.59%	\$804
Senior Accountant	\$98,580	\$101,904	-3.37%	-\$3,324
Senior Planner	\$115,896	\$107,868	6.93%	\$8,028
<i>*Lack of market data from established comps/obtained alternative City data sources</i>				



City of Stanwood City Council Staff Report

Item Number: 11.b.

Date: November 13, 2025

Subject: Approve First Reading Ordinance 1555 Chapter 12—Utilities
Re-write, System Development Charge and Rate Updates

Contact Person: David Hammond, Finance Director

Attachments: 1. Ordinance 1555-SMC Title 12 version 11-07-2025

ISSUE

Council review and acceptance of the first reading of Ordinance 1555 Chapter 12 - Utilities, Re-write and Rate Updates, of the Stanwood Municipal Code.

STAFF RECOMMENDATION

Review and discuss proposed Chapter 12 re-write, and rate updates, approve first reading.

COMMITTEE RECOMMENDATION

This item was not reviewed by a committee. The rate study was discussed at the city council workshops in August and October 2025.

BACKGROUND

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration. The update is intended to be user-friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

To help guide the review of the amendments, blue informational banners are included in the descriptive versions of each amendment. These blue bars highlight changes, recommendations and notes where new sections have been added or moved.

i Blue banner describes actions taken or issue descriptions.

As amendments are approved, there may be times when chapters or sections within previously approved Chapters or Titles will need to be amended to ensure consistency throughout the Municipal Code. In this case, definitional changes have necessitated changes to Chapter 3-Revenues in concert with chapter 12.

Title 12 - Utilities – regulates the provision and financing of city utility services, as defined in this title to include domestic water, sanitary sewer, and stormwater service. The chapter is administered by the Finance, Community Development and Public Works Departments. As much of Title 12 was outdated, it was completely rewritten to comply with current law and City procedures.

ANALYSIS

Title 12 – Utilities regulates the provision and financing of city utility services, as defined in this title to include domestic water, sanitary sewer, and stormwater service.

This is a heavy rewrite and reorganization of existing SMC Title 12 that simplifies the organization of the chapters into consolidated chapters for common tasks such as connections and billing, followed by one chapter for each utility's substantive regulations.

The primary objectives of this rewrite are to (a) logically organize code provisions so that commonly used provisions are together, and (b) delete specified fees from the existing code so that all fees can be listed in only one place—the City's consolidated fee schedule, which is adopted and updated by resolution.

The existing sections creating funds were not incorporated into this chapter because they are now addressed in SMC 3.34.

This rewrite seeks to clarify that stormwater service is a separate utility from sanitary sewer service. Further, the re-write attempts to consistently refer to Stormwater utility as Stormwater, rather than drainage.

The revisions to Title 12 are extensive, this staff report will only describe significant changes:

Chapter 12.10 Utility Billing:

- Effective January 1, 2026, the city will change from bi-monthly to monthly billing. Finance and Public Works have worked together planning for this change.
- Low-income Senior or Disabled customer discount program expansion. Staff propose offering an annual rebate to residents who do not qualify because they do not pay for utilities directly.
- Delegation of authority from City Council to the City Administrator to approve "second leak adjustments." These adjustments are fairly routine and arise when a leak is detected during

the billing process, but is not remediated before significant water is leaked in the next billing cycle. This change is recommended to improve administrative efficiency.

- Small Write-off authorized- The finance director is separately authorized to write off small amounts up to \$10 where the cost of recovery will exceed the amount to be recovered.

Chapter 12.12– Utility Rates:

The city recently completed a utility rate study, and the results were presented at August and October City Council Workshops. Key points regarding the study, the study evaluated 10 year capital improvement plans and operating costs to develop a revenue requirement for each utility. The consultant also evaluated the cost of service across each customer class for the water and sewer utilities, to ensure customers are charged an equitable share of the cost to operate the utility. Based on this work, the consultant recommended rate increases that differ across customer classes. Most notably, multi-family customers are charged more than their equitable share, while commercial and industrial customers are charged less, so staff recommends rate increases that gradually address those disparities.

Another key change in this section is the adoption of a new three-tier rate structure for residential water customers. This change adjusts the city base rate from 600 cubic feet (cf) to 500 cf. The lower base amount will lead to a cost reduction to nearly half of our customers who have smaller homes.

For single-family customers, rates increase with higher consumption (known as inclining block rates). Inclined block rates are used for single-family residences because as a customer class they have the largest change in consumption from winter months to summer months, referred to as peaking. Peak consumption impacts the design of sources of supply and storage which increase system costs. The use of inclining block rates promotes water conservation which reduces system costs and the demands placed on limited water resources.

The inclining block ranges, or tiers, are:

Tier One (Bae Allowance):	0-500 cubic feet
Tier Two	500-900 cubic feet
Tier Three	>900 cubic feet

The Incremental rate for tier three is 25% higher than for tier two, which gives customers the ability to control a portion of their bill and also incentivizes conservation.

Six-Year Rate Ordinance:

After the October workshop, staff worked with the rate consultant to calculate a 2031 rate, so that this rate ordinance may be adopted for six years. Reasons for this recommendation are that having rates in code for extended period is looked upon favorably by lenders and may reduce our borrowing costs. The 2031 rate also demonstrates that after five years the sewer utility rate only increases at an “inflation rate,” and finally, by extending another year, we may be able to push out our next rate study a bit further and save money.

Additional rate-related changes:

- To mitigate increased postage costs from monthly billing, staff proposes to offer a \$1.00/month discount for customers who sign up to receive electronic statements.
- Added specification that ADUs are residential, not commercial.

12.12.050 Adopted Water Service Rates

Table 12.12.050-1 Water Service Base Quantities and Rates

Meter Size	Base Quantity (Cubic Feet)	Existing	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
5/8"x3/4"	500	\$32.20	\$32.23	\$33.20	\$34.19	\$35.22	\$36.28	\$37.37
1"	833	\$55.41	\$53.80	\$55.41	\$57.08	\$58.79	\$60.55	\$62.37
1-1/2"	1,667	\$110.50	\$107.28	\$110.50	\$113.81	\$117.23	\$120.74	\$124.36
2"	3,333	\$176.86	\$171.71	\$176.86	\$182.17	\$187.63	\$193.26	\$199.06
3"	6,667	\$331.80	\$322.14	\$331.80	\$341.76	\$352.01	\$362.57	\$373.45
4"	12,500	\$553.11	\$537.00	\$553.11	\$569.70	\$586.79	\$604.40	\$622.53
6"	16,667	\$553.11	\$1,074.33	\$1,106.56	\$1,139.76	\$1,173.95	\$1,209.17	\$1,245.45
8"	40,000	\$1,862.61	\$1,808.36	\$1,862.61	\$1,918.49	\$1,976.05	\$2,035.33	\$2,096.39
Multi-family (per unit)		\$33.20	\$32.23	\$32.23	\$32.23	\$32.23	\$32.23	\$32.23

Table 12.12.050-2 Water Service Incremental Rates

Description	Monthly Tier Ranges (Cubic Feet) Existing	Monthly Tier Ranges (Cubic Feet) Proposed	Existing	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
Residential									
Tier 1 (Base Allowance)	0-600	0-500							
Tier 2	>600	500-900	\$4.35	\$4.37	\$4.71	\$5.07	\$5.55	\$6.03	\$6.44
Tier 3		>900		\$5.46	\$5.88	\$6.34	\$6.94	\$7.54	\$8.05
Multi-Family									
Tier 1 (Base Allowance)	0-600	0-500							
Tier 2	>600	>500	\$4.35	\$4.35	\$4.35	\$4.35	\$4.35	\$4.35	\$4.35

Description	Monthly Tier Ranges (Cubic Feet) Existing	Monthly Tier Ranges (Cubic Feet) Proposed	Existing	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
Commercial									
Tier 1 (Base Allowance)	0-600	0-500							
Tier 2	>600	>500	\$4.35	\$4.44	\$4.55	\$4.67	\$4.79	\$4.91	\$5.04
General Industrial									
Tier 1 (Base Allowance)	0-600	0-500							

12.12.070 Adopted Sewer Service Rates

Table 12.12.070-1 Sewer Service Rates

	Existing		Effective January 1, 2026		Effective January 1, 2027		Effective January 1, 2028		Effective January 1, 2029		Effective January 1, 2030		Effective January 1, 2031	
	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)
Residential														
Individual Metered	\$62.08	\$8.67	\$65.65	\$9.17	\$69.43	\$9.70	\$73.42	\$10.26	\$77.64	\$10.85	\$82.10	\$11.47	\$84.90	\$11.86
Master Metered (multiplied by number of units)	\$62.08	\$8.67	\$64.70	\$9.04	\$37.61	\$9.45	\$70.82	\$9.90	\$74.50	\$10.41	\$78.14	\$10.92	\$78.14	\$10.92
Commercial														
Light Commercial	\$62.08	\$8.67	\$65.65	\$9.17	\$69.42	\$9.70	\$73.41	\$10.26	\$77.63	\$10.85	\$82.09	\$11.47	\$84.89	\$11.86
Heavy Commercial	\$70.56	\$10.09	\$77.26	\$11.05	\$84.60	\$12.10	\$92.64	\$13.25	\$101.44	\$14.51	\$111.08	\$15.89	\$116.63	\$16.68
General Industrial	\$79.06	\$11.50	\$86.57	\$12.59	\$94.79	\$13.79	\$103.80	\$15.10	\$113.66	\$16.53	\$124.46	\$18.10	\$130.68	\$19.01

Base Monthly

12.12.090 Adopted Stormwater Service Rates

Table 12.12.090-1 Stormwater Service Rates

Classification	Existing	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
Single-Family Residential	\$27.83	\$28.66	\$29.52	\$30.41	\$31.32	\$32.26	\$33.23
Multifamily Residential	\$27.83	\$28.66	\$29.52	\$30.41	\$31.32	\$32.26	\$33.23
Non- Residential per ERU (3,500 Sq Ft.)	\$27.83	\$28.66	\$29.52	\$30.41	\$31.32	\$32.26	\$33.23

Chapter 12.24 Connection Fees - One notable change is that staff recommends changing the name of “Plant Investment fees” to “System Development Charges.”

System Development Charges (SDCs) are one-time fees imposed on new or redeveloping properties to recover costs for system capacity needed to serve new growth, such as water, sewer, and stormwater infrastructure. These fees are paid to fund capital improvements already made or planned for the future and are typically required before a building permit or land use approval is granted. SDCs are intended to ensure that new development contributes equitably to the cost of infrastructure, rather than placing the full burden on existing ratepayers. This name change is recommended because Stanwood is the only jurisdiction that refers to SDC’s as Plant Investment Fees.

12.24.090 Adopted System Development Charges

1. System Development Charges for the utility services for 2026 are as shown in the table below.
2. The System Development Charges in the table below will be automatically increased each year on January 1, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI), based on August of the prior year to August of the current year. No change to the city’s connection fees will be made if the percent change in the CCI is less than or equal to zero.

Table 12.24.090-1 Adopted System Development Charges

Water Meter Size	Water SDC	Sewer SDC	Stormwater SDC (per ERU)
5/8" or 3/4"	\$9,890	\$11,187	\$3,179
1"	\$24,726	\$27,967	\$3,179
1.5"	\$49,451	\$55,933	\$3,179
2"	\$79,122	\$89,493	\$3,179
3"	\$158,244	\$178,986	\$3,179
4"	\$247,257	\$279,665	\$3,179
6"	\$494,513	\$559,330	\$3,179
8"	\$791,221	\$894,928	\$3,179

The chart below demonstrates Existing System Development Charges to the newly calculated SDC's.

Utility	Existing Fee	Calculated Fee	\$ Difference
Water	\$6,912	\$9,890	\$2,978
Sewer	\$7,719	\$11,187	\$3,468
Drainage	\$1,414	\$3,179	\$1,765
Total	\$16,045	\$24,256	\$8,211

The chart below shows current and proposed Stanwood SDC's compared to neighboring cities.

Comparable City Utility Connection Fees and Impact Fees									
Category	Burlington	Arlington	Stanwood Current	Stanwood 2026	Marysville	Mount Vernon	Sultan	Lake Stevens	North Bend
Parks	\$655	\$2,444	\$2,461	\$2,461	\$1,956	\$855	\$3,175	\$4,339	\$3.42/SF
Traffic	\$2,665	\$3,355	\$5,324	\$5,324	\$6,300	\$6,204	\$8,787	\$2,894	\$7.83/SF
Fire	\$254	\$336	\$0	\$0	\$0	\$152	\$0	\$0	\$622
School	\$0	\$3,811	\$0	\$0	\$0	\$3,262	\$0	\$5,361	\$10,187
Water	\$5,745	\$6,868	\$6,912	\$9,890	\$4,750	\$5,745	\$6,147	\$4,210	\$10,856
Sewer	\$5,943	\$4,840	\$7,719	\$11,187	\$4,490	\$9,641	\$15,885	\$9,000	\$12,583
Stormwater	\$986	\$0	\$1,414	\$3,179	\$802	\$0	\$0	\$0	\$3,519
Total	\$16,248	\$21,654	\$23,830	\$32,041	\$18,298	\$25,859	\$33,994	\$25,804	\$37,767

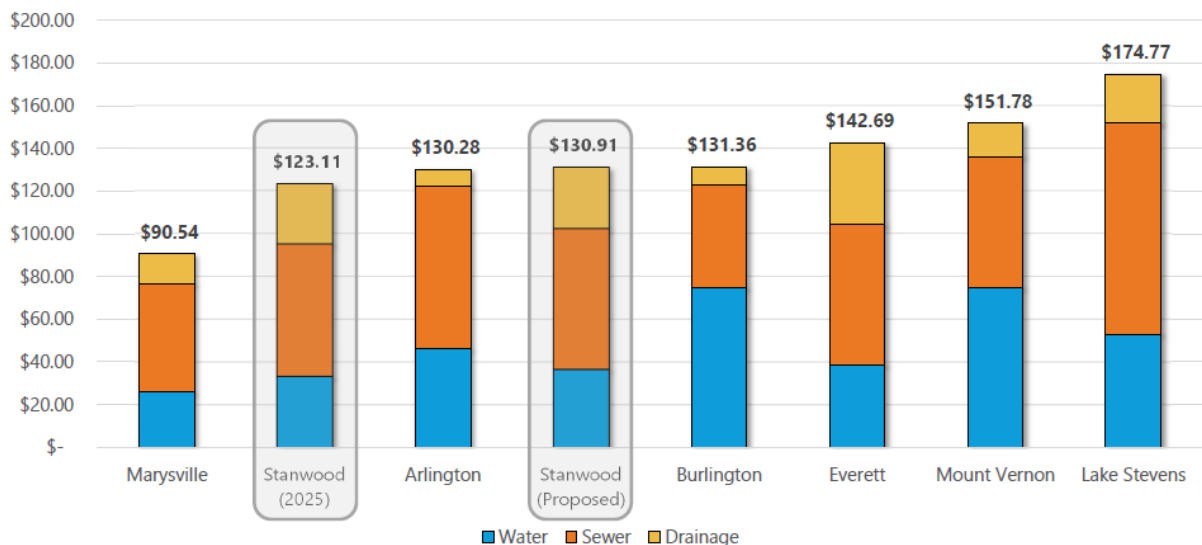
Chapter 12.26 Latecomer Agreements

Notably, this rewrite explicitly expands the applicability of latecomer agreements from just water and sewer to also potentially encompass stormwater infrastructure. Latecomer agreements are available for street improvements (RCW 35.72) and utility improvements (RCW 35.91) including storm, sanitary, or combination sewers.

The chart below demonstrates where Stanwood utility rates compare to our neighbors before and after this increase.



Rate Survey – Residential Customer Class



Notes:

1. Rates reflect monthly totals for a 5/8 x 3/4" meter | 6.00ccf of usage
2. Burlington & Mount Vernon water is served by Skagit PUD
3. Lake Stevens water is served by Snohomish PUD
4. Lakes Stevens sewer is served by Lake Stevens Sewer District
5. Some utilities assess taxes on top of the bill – taxes are not shown in these totals



FINANCIAL IMPACT

The utility rates and system development charges proposed in this ordinance are factored into the 2025-2026 Operating and Capital Budget, and to fund the six-year capital plan.

COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1555 adopting Title 12, Utilities, and to proceed with the second reading.
2. Request changes to Ordinance 1555 and direct staff to address specific Council issues or concerns prior to Council reconsideration of the ordinance.

RECOMMENDED MOTION

"I MOVE TO ACCEPT THE FIRST READING OF ORDINANCE 1555 AS SET FORTH IN ATTACHMENT A."

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1555

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING
STANWOOD MUNICIPAL CODE (SMC) TITLE 12, UTILITIES, AND ESTABLISHING
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices; and

WHEREAS, Title 12 adopts the City's regulations for provision of utilities; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 202521.0145 issued on November 13, 2024; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on November 13, 2025, a second reading on November 24, 2025, and accepted public comment; and

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

Section 1. Stanwood Municipal Code Title 12, Utilities, is repealed in its entirety and replaced with the new Title 12 provided in Exhibit "A" attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 2. Stanwood Municipal Code Chapter 3.34 is amended as shown in Exhibit "B" attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 3. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 4. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 5. Effective Date. This Ordinance shall take effect January 1, 2026.

PASSED and APPROVED this ____ day of _____, 2025.

CITY OF STANWOOD:

Sid Roberts, Mayor

Attest:

Lisa Sokolik, City Clerk

Approved as to Form:

Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A

Title 12 Utilities	6
Chapter 12.01 General Provisions.....	6
12.01.010 Purpose.....	6
12.01.020 Administration	6
12.01.030 Definitions.....	6
12.01.040 Vandalism	7
12.01.050 Violations	8
12.01.060 Savings	8
12.01.070 Severability	8
Chapter 12.10 Utility Billing.....	8
12.10.010 Purpose.....	8
12.10.020 Applicability.	8
12.10.030 Administration	8
12.10.040 Rates	9
12.10.045 Rates for Low-Income Senior and Disabled Households	9
12.10.050 Billing	10
12.10.055 Bill Adjustments.....	10
12.10.060 Other Fees and Charges.....	11
12.10.070 Payment on Account.....	11
12.10.080 Delinquent Accounts	11
12.10.090 Disconnection and Reconnection of Service.....	12
12.10.100 Termination of Service.....	13
Chapter 12.12 Utility Service Rates	14
12.12.010 Purpose.....	14
12.12.020 Applicability	14
12.12.030 Adoption of Utility Service Rates	14
12.12.040 Basis of Water Service Rates.....	14
12.12.050 Adopted Water Service Rates	16
12.12.060 Basis of Sewer Service Rates.....	17
12.12.070 Adopted Sewer Service Rates	19
12.12.080 Basis of Stormwater Service Rates	19
12.12.090 Adopted Stormwater Service Rates.....	20

Chapter 12.20 Connections to City Utilities	20
12.20.010 Purpose	20
12.20.020 Connection Required	20
12.20.030 Connection Must be Authorized	20
12.20.040 Application for Connection	20
12.20.050 Construction Costs	21
Chapter 12.22 Connections Outside the City Limits	22
12.22.010 Purpose	22
12.22.020 Authority	22
12.22.030 Annexation Requirement	23
12.22.040 Utility Service Application	23
12.22.050 Utility Service Agreement	24
12.22.060 Limitations on Water Service	25
12.22.070 Limitations on Sanitary Sewer and Stormwater Service	25
Chapter 12.24 Connection Fees	26
12.24.010 Purpose	26
12.24.020 Applicability.	27
12.24.030 Establishment of Connection Fees	27
12.24.040 Assessment of Connection Fees	27
12.24.050 Segregation and use of revenue	27
12.24.060 Basis of Water Connection Fees	28
12.24.070 Basis of Sewer Connection Fees	29
12.24.080 Basis of Stormwater Connection Fees	29
12.24.090 Adopted Connection Fees	30
Chapter 12.26 Latecomer Agreements	30
12.26.010 Purpose	30
12.26.020 Applicability	31
12.26.030 Definitions	31
12.26.040 When Latecomer Agreements May Be Used	31
12.26.050 Application for a Latecomer Agreement	32
12.26.060 Review of Application.	33
12.26.070 Approval Process.	33
12.26.080 Form and Contents of Latecomer Agreement	33
12.26.090 Effect of Latecomer Agreement	34
Chapter 12.30 Water System	35

12.30.010 Purpose.....	35
12.30.020 Applicability	35
12.30.030 Contract for Service	35
12.30.035 Property owner responsibilities.....	36
12.30.040 Connection Required	37
12.30.050 Prohibited Connections	37
12.30.060 Requirement to Repair Leaks	37
12.30.070 Restrictions During Shortages and Emergencies	38
12.30.080 Cross-Connection Control.....	38
12.30.090 Miscellaneous	39
12.30.100 Right of Entry	39
Chapter 12.40 Wastewater (Sewer) System	40
12.40.010 Purpose.....	40
12.40.020 Applicability	40
12.40.030 Service Area	40
12.40.040 Connection Required	40
12.40.050 Connection Requirements	41
12.40.060 Sewage Pretreatment	41
12.40.070 Prohibited Discharges Outside the Sewer System	42
12.40.080 Prohibited Discharges to the Sewer System	42
12.40.090 Side Sewers.....	44
12.40.100 Substance Interceptors.....	44
12.40.110 Right of Entry	45
Chapter 12.50 Stormwater (Drainage) System	46
12.50.010 Purpose.....	46
12.50.020 Applicability	46
12.50.030 Stormwater system defined.	46
12.50.040 Stormwater comprehensive plan	46
12.50.050 Requirements to Deed Facilities to City.....	46
12.50.060 Prohibited Connections	47
12.50.070 Prohibited Discharges	47

Title 12 Utilities

- i** This is a heavy rewrite and reorganization of existing SMC Title 12 that simplifies the organization of the chapters into consolidated chapters for common tasks such as connections and billing, followed by one chapter for each utility's substantive regulations.
- i** The primary objectives of this rewrite are to (a) logically organize code provisions so that commonly used provisions are together, and (b) delete specified fees from the existing code so that all fees can be listed in only one place—the City's consolidated fee schedule, which is adopted and updated by resolution.
- i** The existing sections creating funds were not incorporated into this chapter because they are now addressed in SMC 3.34.
- i** This rewrite seeks to clarify that stormwater service is a separate utility from sanitary sewer service.

Chapter 12.01 General Provisions

12.01.010 Purpose

- i** This section is new material.

The purpose of this chapter and this title is to regulate the provision and financing of city utility services, as defined in this title to include domestic water, sanitary sewer, and stormwater service.

12.01.020 Administration

- i** This section is based on 12.06.010 Administration and authority.

Except where otherwise provided, the public works director is authorized to administer, implement, and enforce the provisions of this title.

12.01.030 Definitions

- i** The definitions in this section are consolidated from various existing definitions sections in Title 12.
- i** Deleted definitions for "units" (meaning a number), and the following terms that were unused or avoided through the rewrite or defined in context: "quantity allowed", "overage", "inactive", "incremental rate," "sewer charge", "sewer rate," "base monthly charge."

The definitions in this section apply throughout Title 12.

"Account" means customer.

"City Engineer" means the city engineer or the city engineer's designee.

"Co-living housing" has the meaning provided in RCW 36.70A.535.

"Co-living housing building" means a building in a co-living housing residential development.

"Customer" means the legal property owner at time of meter reading.

"Equivalent residential unit, or ERU" means the base impervious surface area upon which the stormwater utility rate is based. Currently established ERU amount is 3,500 square feet.

"Impervious surface" means any structure, surface, or improvement that reduces or prevents absorption of stormwater into land, and includes porous paving, paver blocks, gravel, crushed stone, decks, patios, elevated structures, and other similar structures, surfaces, or improvements.

"Multifamily residence" means a multifamily residence such as a duplex, apartment or condominium; with separate rooms or living units in a nursing home, congregate care or assisted living facility; each having separate bathroom and/or kitchen facilities.

"Public Works Director" means the director of the City's department of public works, or the director's designee.

i The following is a new definition.

"Dwelling unit" means a residential unit with sleeping, kitchen, and bathroom facilities.

i The following is a new definition.

"Unincorporated urban growth area" means that portion of the City's urban growth area that is outside of the city limits.

i The following is a new definition.

"Utility service" means one or more of the following public utility services provided by the City of Stanwood: domestic water service, sanitary sewer service, or stormwater service.

i "Utility service facilities" based on existing SMC 12.50.020

"Utility service facilities" means facilities related to city utility services including stormwater or sanitary sewers, pumping stations and disposal plants, water mains, hydrants, reservoirs, or appurtenances.

12.01.040 Vandalism

i This section is based on existing SMC 12.17.090 Vandalism, which was specific to water.

- (1) It is unlawful for any person, unless duly authorized by the public works director, to disturb, interfere with, or damage any water main, water pipe, machinery, tools, meters, or any other appliances, buildings, or grounds belonging to, connected with or under the control of the municipal water system of the city of Stanwood; provided, however, that this prohibition shall not prohibit a resident from shutting off water to the premises at the meter in the event of an emergency and turning said water on when the emergency is corrected. Said actions, if undertaken by the resident or his agent, shall be done with due care and caution and shall not relieve said person from any liability for damage caused to the water meter or other property belonging to the city of Stanwood in the event of their negligence.
- (2) It is unlawful for any person, except as duly authorized by the public works director, to turn on, turn off, unlock, change meter reading or cause stoppage of reading on, any water meter belonging to the city.
- (3) It is unlawful for any person, except when duly authorized by the public works director, to open, operate, close, turn on, turn off, interfere with, attach any pipe or hose to or connect anything with any fire hydrant, stop valve or stopcock belonging to the city.
- (4) It is unlawful for any person to obstruct the access to any fire hydrant or to willfully or carelessly injure the same or to open or operate any fire hydrant, or attempt to draw water therefrom, except in the performance of official duties.

- (5) It is unlawful for any person to trespass, to bathe in or throw any substance into any reservoir, water tank, or impounding dams of the municipal water system of the city of Stanwood.

12.01.050 Violations

i This section is based on existing SMC 12.06.100 Violations and penalties. Removed the general misdemeanor provision. Simplified the section where rules are covered by Title 13 Civil Enforcement.

- (1) Any person violating any of the provisions of this title is liable to the city for any expense, loss, or damage occasioned the city by reason of such violation.
- (2) Compliance with the terms and conditions of this title constitutes minimum health, sanitation, and safety provisions and material, and noncompliance constitutes a public nuisance. and may be abated as such.
- (3) This title may be enforced per SMC Title 13, Civil Enforcement and through any other criminal remedies that may be available including disconnection of utility service furnished to the premises until such time that the violation is abated.

12.01.060 Savings

Nothing contained in this title may be construed as abating any action now pending under or by virtue of any ordinance of the city herein superseded; or as discontinuing, abating, modifying or altering any penalty accrued or to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of the city under any ordinance or provision thereof in force at the time of passage of the ordinance codified in this title.

12.01.070 Severability

The various chapters, sections, and clauses of the ordinances codified in this title are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the title must not be affected.

Chapter 12.10 Utility Billing

i This chapter creates a consolidated set of rules and procedures for city utility bills.

12.10.010 Purpose

i This is a new section.

The purpose of this chapter is to describe a uniform system of billing for all city utility services (water, sewer, and stormwater) that is fair to customers and conforms to state law requirements for utility billing.

12.10.020 Applicability.

This chapter applies to billing for provided service of city utility services (water, sewer, and stormwater) both inside and outside the city limits. See chapters 12.20 and 12.22 for billing related to establishment of new connections to city utility services. See SMC Chapter 3.20 for general provisions relating to billing and refunds.

12.10.030 Administration

The City's director of finance, or the director's designee, is authorized to administer the provisions of this chapter.

12.10.040 Rates

- (1) The City Council may establish monthly rates for service for utility services and establish other fees related to utility services by ordinance consistent with the bases for utility service rates in SMC Chapter 12.12.
- (2) Outside the city limits. Rates and fees for service outside of the city limits are 145% of the rates established for service inside the city limits.
- (3) Inactive customers.
 - (a) An inactive rate may be applied to an account if the consumption is below 100 cubic feet for one month.
 - (b) The inactive rate is 50% of the regular base water charge.
 - (c) Inactive rates will only be available upon prior notice to the city.

12.10.045 Rates for Low-Income Senior and Disabled Households

i This section maintains the existing discount for the existing low-income categories.

i Updated the RCW citation for special parking privileges.

- (1) Applicability. This section applies to single-family residential services (3/4-inch line for water service).
- (2) Eligibility. A customer account is eligible for the discounted rate in this section if it is for a household in which:
 - (a) the total annual household income is at or below the current Very Low Income level for the area that includes the City, as established by the United States Department of Housing and Urban Development; and
 - (b) the principal financial resources for the household are provided by:
 - (i) a senior citizen, meaning a person 62 years of age or older; or
 - (ii) a disabled person, meaning a person who qualifies for special parking privileges under RCW 46.19.010, or a blind person as defined in RCW 74.18.020, or a person who qualifies for supplemental Social Security benefits due to a disability.

i Added the following additional requirements.

- (3) Requirements.
 - (a) For a single-family residential property that is occupied by the property owner, the applicant must be the primary account holder and reside at the property. The customer will receive the discount in the form of a discounted rate.
 - (b) For a single-family residential property that is occupied by a tenant, the applicant must reside at the property. An owner paying the utility bill for rented property will not receive the discount. The customer will receive the discount in the form of a discounted rate.
 - (c) For a multi-family residential property that is occupied by a tenant, the applicant must reside at the property, must be the primary leaseholder, and must pay for utility services indirectly through rent or a third-party biller. The customer will receive the discount established in this section in the form of a rebate check issued annually.
- (4) The Finance Director may require a customer requesting or receiving service at the discounted rate to annually provide information to confirm the customer's eligibility.
- (5) Utility rates applied pursuant to this section must be discounted for an eligible customer account as follows:

- (a) For water service, by 30% of the total charge.
- (b) For sewer service, by 30% for the monthly minimum charge. Full charge applies for all consumption above the monthly minimum charge.
- (c) For stormwater service, by 30% of the total charge.

12.10.050 Billing

i This section revises billing to a monthly basis.

- (1) Monthly billing. The City will perform standard billing for all accounts for utility services on a monthly basis effective January 1, 2026.
- (2) The City must include applicable utility tax on each billing.

i The following is based on a portion of existing SMC 12.20.010 Billing and payment policy.

- (3) Billing statements must be mailed to the address of the owner of the property being served by the utilities, as the address appears in the records of the city utility department. Upon written request of the owner, billing statements may be sent directly to the occupant of the property being served; however, in such cases the owner remains liable for payment of the bill, and the property remains subject to a lien for delinquent account.

12.10.055 Bill Adjustments.

i This section is based on existing SMC 12.20.060 Adjustments to bills.

- (1) If a meter fails to register the correct amount of water used, the customer must be charged at the average rate of monthly consumption for the previous 12 months as shown by the meter when in working order.
- (2) If a leak or failure of a private water system or private service between the meter and the structure located on private property results in excess consumption, the city may, through a determination of the city finance director, provide for a rate adjustment up to 50 percent of the volume consumed in any two billing periods in excess of the monthly average of water consumed over the previous 12 months at that service address.
 - (a) A customer is required to provide proof of repair to leak or failure prior to receiving any rate adjustment.
 - (b) A request for the credit or adjustment must be made in written form and approved by the city finance director.

i The edit below makes credits subject to city administrator approval instead of council approval, and requires written findings. Clarifies there are only three circumstances where a second adjustment is allowed.

- (c) No more than one application for credit may be considered per service address in any 24-month period without approval of the city administrator. In order to grant a second adjustment the city administrator must make written findings that the customer account has been kept current, there have been no delinquencies within the previous 24 months, and that one or more of the following circumstances exist:
 - (i) The leak could not have been readily detectable with reasonable diligence;
 - (ii) The customer does not occupy or use the subject property on a continuous basis;

(iii) Any prior leak for which an adjustment was made by the city was repaired within 30 days of discovery.

- (3) If a leak or failure of a private water system or private service between the meter and the structure located on private property was the result of a city project involving a public work as defined by state law, or of maintenance performed at the expense of the city, the city public works director may provide a rate adjustment for more than 50 percent of the volume consumed in excess of the monthly average of water consumed over the previous 12 months at that service address.
- (4) Bill adjustments are final and requests for reversal will not be granted and are not subject to appeal.

i New clean up authority added below.

- (5) The finance director is separately authorized to write off small amounts up to \$10 where the cost of recovery will exceed the amount to be recovered.

12.10.060 Other Fees and Charges.

i This section is based on existing SMC 12.20.020(4).

- (1) If payment on a utility account is dishonored by the drawer's bank by reason of insufficient funds, the surcharge specified in the Consolidated Fee Schedule must be added to the utility account.
- (2) If payment on a utility account is dishonored by the drawer's bank by reason of post-dated check, lack of drawer's signature, or other irregularity, the surcharge specified in the Consolidated Fee Schedule must be added to the utility account.
- (3) If a utility account is lien by reasons of nonpayment for up to four months, the lien recording fees must be added to the utility account.
- (4) If a utility customer requests a meter read outside the regular read cycle, the surcharge specified in the Consolidated Fee Schedule must be added to the utility account.

12.10.070 Payment on Account.

i The following is based on a portion of existing SMC 12.20.010 Billing and payment policy.

- (1) All utility customers have 30 days to make payment for all fees or charges assessed for city utility services.
- (2) Payments on a utility bill must be applied first to the sewer balance, second to the stormwater balance, and third to the water balance. Penalties and other charges are allocated proportionately to each utility.

12.10.080 Delinquent Accounts

i This section is based on existing SMC 12.20.020 Assessing charges and penalties for nonpayment, disconnection and reconnection.

- (1) Delinquency. A utility account is considered delinquent when the customer or occupant receiving the service fails to pay the utility charges in full within 40 days of issuance of the billing for such services.
- (2) Delinquent accounts automatically constitute a lien against the property to which the services were rendered. Such a lien, for up to four months of charges, encumber the property, and is the obligation of the owner of the property, its heirs, successors and assigns, until the same is paid in full.

i Based on existing SMC 12.20.020(3):

(3) Late Penalty.

- (a) For each notice sent to a utility customer advising the customer that an account is delinquent or the utility service will be discontinued by reason of the delinquency, the city must impose a late penalty charge on the account of five percent of the unpaid balances.
- (b) The finance director is authorized to waive the late penalty charge and disconnection and reconnection charges under the following circumstances:
 - (i) the utility customer has made arrangements with the city, prior to the date the billing is due, for deferral of the payment of the bill;
 - (ii) the utility customer has not been delinquent in the previous 12 months; or
 - (iii) an emergency arises where the water service needs to be disconnected.

12.10.090 Disconnection and Reconnection of Service

i This section is based on existing SMC 12.20.020(2).

- (1) For a delinquent account of four months or more of service, the city may enforce the lien by shutting off water service and locking the water meter until all delinquent and unpaid charges are paid in full. Unless provided elsewhere in this chapter, such premises must be considered in "shutoff" status and no additional service fees may accrue.
- (2) Termination of service does not relieve the customer of the obligation to pay delinquent accounts and charges.
- (3) Disconnection and Reconnection Charges.
 - (a) A shutoff charge as established in the Consolidated Fee Schedule must be assessed for each voluntary or involuntary discontinuance of service.
 - (b) A reconnection charge as established in the Consolidated Fee Schedule must be assessed for each reconnection. The reconnection charge may vary depending on whether the reconnection is during or after business hours.
- (4) If a customer makes payment by 4:00 p.m. on a business day, reconnection must occur on that same day. Payments received after 4:00 p.m. may result in reconnection on the following business day. For payments received after 4:00 p.m., if same day, weekend, or holiday reconnection is desired by the customer, such reconnection is considered after hours and may be made by the city at its sole discretion subject to staff availability.
- (5) If service is shut off by reason of an account being delinquent at a single premises more than once within a 12-month period, the shutoff and reconnection charges after the first time during the 12-month period must be increased per the Consolidated Fee Schedule.
- (6) If service has been terminated for delinquent and unpaid charges, temporary restoration will be allowed for inspection related to a potential sale. The fee for such service is set forth in the Consolidated Fee Schedule.

12.10.100 Termination of Service

i This section is based on existing SMC 12.20.030 Termination of service. Deleted (f) specifying payment in full of connect/disconnect fees.

- (1) Water service may be discontinued by the city for any of the following reasons:
 - (a) For delinquent and unpaid charges as specified in this chapter;
 - (b) For the use of utility services for purposes or properties other than that specified in the application;
 - (c) For the use of utility services in a manner which adversely affects the city's service to its customers;
 - (d) For fraudulent or improper obtaining or use of utility service.
 - (e) For vandalism of property of the city utility system;
 - (f) In case of vacation of the premises by the customer if an affidavit is submitted that the property is vacant of any residents including tenants.
- (2) Except in the case of danger to life or property, fraudulent use, impairment of service, or violation of law, the city must use its best efforts to comply with the following procedures prior to an involuntary discontinuance of service:

i The following subsection is updated to replace the mayor with the city administrator as the hearing body.

- (a) The city must send the owner and occupant of the premises, using addresses shown in the city utility records, written notice that water service to the property will be shut off on a date not less than 10 days thereafter unless the delinquencies are paid in full. The notice must state that the owner and occupant of the premises have a right to a hearing before the city administrator for the purposes of resolving disputed accounts. A request for such a hearing must be made not less than five days prior to the shutoff date. At the hearing the city administrator is authorized to compromise and settle disputes in the interest of justice; provided, the city administrator is not authorized to waive or reduce bills which are legitimately due, or to lend the city's credit by allowing a deferred payment schedule.
 - (b) If service is not discontinued within three days after the stated shutoff date, unless other mutually acceptable arrangements have been made, the shutoff notice becomes void and a new notice is required before the service can be disconnected thereafter.
 - (c) In the event of a disputed account, at any time before the city shuts off service, the owner or occupant of the premises may tender the amount he claims to be due. The amount tendered must be reasonably supported by documented evidence. The right of the city to thereafter shut off service does not accrue until the dispute has been administratively or judicially resolved.
- (3) Disconnection may not be performed in the following circumstances:
 - (a) Except in the case of danger to life or property, no disconnection may be performed after 4:00 p.m. on weekdays, on Saturdays, Sundays, legal holidays or any day on which the city cannot reestablish service on the same or following day.

i Next line addresses new provision of state law related to heat events.

- (b) Per RCW 35.21.302, no disconnection of a residential user may be performed during any period for which the National Weather Service has issued or has announced that it intends to issue a heat-related alert, such as an excessive heat warning, a heat advisory, an excessive heat watch, or a similar alert, and a reconnection must be permitted consistent with the requirements of RCW 35.21.302.

- (4) Where service is provided to a master meter, or where the city has reasonable grounds to believe that service is to other than the customer of record, the city shall undertake all reasonable efforts to inform the occupants of the service address of the impending disconnection. Upon request of one or more service users, where service is to other than the subscriber of record, an additional five days shall be allowed prior to shutoff to permit the service users to arrange for continued service.

Chapter 12.12 Utility Service Rates

i This chapter is based on the rate/fee provisions of existing code in each utility service chapter.

12.12.010 Purpose

The purpose of this chapter is to establish the methodology and basis for calculation of city utility service rates.

12.12.020 Applicability

This chapter applies to city utility service, including domestic water, sanitary sewer, and stormwater (drainage) service.

12.12.030 Adoption of Utility Service Rates

- (1) The City Council will adopt utility service rates consistent with the methodology in this chapter as part of the City's consolidated fee schedule.
- (2) All utility service rates are exclusive of city utility tax.

12.12.040 Basis of Water Service Rates

i This section is based on existing SMC 12.16.010 Water service rates.

i Customer classes, base fee meter sizes, and consumption charges have been updated to match the new rate structure.

- (1) Basis for calculation. Water rates must be calculated, adopted, and applied based on the methodology described in this section.
- (2) Classes of customers. Water service is provided to the following classes of customers:
 - (a) Residential, including co-living housing buildings;
 - (b) Multi-family;
 - (c) Commercial;
 - (d) General Industrial;
 - (e) Irrigation.
- (3) Bill components. Each billing for an account includes the following:
 - (a) Base fee. A flat fee for a defined initial volume of water, adjusted based on meter size, as shown in the table below. When multiple dwelling units, or multiple commercial entities within a building or property, are served by a single meter connection, the base fee per month is the base fee for a ¾-inch meter times the number of dwellings or entities served by the single meter.

Meter Size	Initial Volume (cu ft)
3/4"	500
1"	833
1 ½"	1,667
2"	3,333
3"	6,667
4"	12,500
6"	16,667
8"	40,000

- (b) Incremental consumption charges. In addition to the base fee, water customers are charged for water consumed above the base quantity.
- (i) For single-family customers, rates increase with higher consumption (known as inclining block rates). Inclined block rates are used for single-family residences because as a customer class they have the largest change in consumption from winter months to summer months, referred to as peaking. Peak consumption impacts the design of sources of supply and storage which increase system costs. The use of inclining block rates promotes water conservation which reduces system costs and the demands placed on limited water resources.
 - (ii) For customer classes other than single-family, rates are uniform. These customer classes have significantly lower peaking factors and are charged uniform rates for water consumption.

i New provision below allowing for discount to be established in the CFS.

- (c) A customer who opts into electronic bill delivery is eligible for a monthly discount as established in the City's Consolidated Fee Schedule.

i Based on existing SMC 12.16.050 Fire suppression systems:

- (d) Fire suppression system fee. An additional fee for each building with installed fire suppression system owned and maintained by the customer.

i Based on existing SMC 12.16.020 Large seasonal users:

- (4) Large seasonal users.
- (a) Applicability. This subsection applies to any customer who meets any of the following criteria:
 - (i) consumes more than 1,000,000 cubic feet per year;
 - (ii) consumes water at a rate of more than 100 gallons per minute (GPM);
 - (iii) consumes more than 20 percent of their annual water use in 30 consecutive calendar days.
 - (b) A customer to whom this subsection applies must pay a demand or consumption charge or both, which must be determined by the public works director at such time as a potential large seasonal user applies for water service.

i Based on existing SMC 12.16.016 Inactive rates.

- (5) Locked meters. If, for any reason, a meter has been shut off and locked, or pulled by the city, no subsequent utility charges may accrue or be charged to that account.

(6) Hydrant use.

- (a) A person may request permission to draw water from the public works yard hydrant on a daily pay per use basis.
- (b) Such use requires a per-use fee, allowing up to 5,000 gallons (668.4 cubic feet) of water included in that fee.
- (c) Water withdrawal over the base amount must be charged an added fee for each additional 100 cubic feet or any portion thereof.

12.12.050 Adopted Water Service Rates

Table 12.12.050-1 Water Service Base Quantities and Rates

Meter Size	Base Quantity (Cubic Feet)	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
5/8"x3/4"	500	\$32.23	\$33.20	\$34.19	\$35.22	\$36.28	\$37.37
1"	833	\$53.80	\$55.41	\$57.08	\$58.79	\$60.55	\$62.37
1-1/2"	1,667	\$107.28	\$110.50	\$113.81	\$117.23	\$120.74	\$124.36
2"	3,333	\$171.71	\$176.86	\$182.17	\$187.63	\$193.26	\$199.06
3"	6,667	\$322.14	\$331.80	\$341.76	\$352.01	\$362.57	\$373.45
4"	12,500	\$537.00	\$553.11	\$569.70	\$586.79	\$604.40	\$622.53
6"	16,667	\$1,074.33	\$1,106.56	\$1,139.76	\$1,173.95	\$1,209.17	\$1,245.45
8"	40,000	\$1,808.36	\$1,862.61	\$1,918.49	\$1,976.05	\$2,035.33	\$2,096.39
Multi-family (per unit)		\$32.23	\$32.23	\$32.23	\$32.23	\$32.23	\$32.23

Table 12.12.050-2 Water Service Incremental Rates

Description	Monthly Tier Ranges (Cubic Feet)	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
Residential							
Tier 1 (Base Allowance)	0-500						
Tier 2	500-900	\$4.37	\$4.71	\$5.07	\$5.55	\$6.03	\$6.44
Tier 3	>900	\$5.46	\$5.88	\$6.34	\$6.94	\$7.54	\$8.05
Multi-Family							
Tier 1 (Base Allowance)	0-500						
Tier 2	>500	\$4.35	\$4.35	\$4.35	\$4.35	\$4.35	\$4.35
Commercial							
Tier 1 (Base Allowance)	0-500						
Tier 2	>500	\$4.44	\$4.55	\$4.67	\$4.79	\$4.91	\$5.04
General Industrial							
Tier 1 (Base Allowance)	0-500						

Description	Monthly Tier Ranges (Cubic Feet)	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
Tier 2	>500	\$4.00	\$4.26	\$4.52	\$4.80	\$5.10	\$5.41
Irrigation							
Tier 1 (Base Allowance)	0-500						
Tier 2	>500	\$4.67	\$4.93	\$5.20	\$5.49	\$5.79	\$6.10

12.12.060 Basis of Sewer Service Rates

i This section is based on existing SMC 12.04.020 Sewer system rates.

- (1) Basis for calculation. Sewer rates must be calculated, adopted, and applied based on the methodology described in this section.
- (2) Basis for metering. Sewer charges are based on monthly water usage as measured by the corresponding city meter for domestic water service.
 - (a) The charge for Residential—Individually Metered uses for the summer months, defined herein as April, May, June, July, August, and September, shall be based on the lesser of the water use for the billing period or the average monthly water use for the preceding October through March, period, respectively. If data for the full October through March, period are not available, the data will be averaged over the period for which data are available. For new accounts that begin in the defined summer months, the month's charge must be based on the water use for that month.
 - (b) The charge for uses other than Residential—Individually Metered uses for the months of April, May, June, July, August, September, and October must be based on the water use for that month unless indicated otherwise in this section.
 - (c) A user may elect, at the user's own expense, to install a separate water meter to measure water used for irrigation. An irrigation-only account will then be established and billed separately by the city.
- (3) Classes of customers. Sewer service is provided to the following classes of customers:

i Added specification that ADUs and adult family homes are residential, not commercial.

- (a) Residential—Individually Metered. This classification includes buildings for residential uses that are individually metered. "Residential" includes such residential uses as ADUs and adult family homes.
- (b) Residential—Master Metered. This classification includes structures containing more than one dwelling unit that are metered through one master meter, including a co-living housing building.
- (c) Light Commercial. This classification includes commercial uses not otherwise classified. It incorporates simple domestic waste generators such as offices, small retail trade establishments, schools without kitchens/gyms, hotels without restaurants, and churches/meeting halls.
- (d) Heavy Commercial. This classification includes commercial uses that have higher potential for problem wastes (high strength, problem constituents or large volume) than the light commercial classification. The heavy commercial classification includes laundries, dry cleaners, restaurants, cafes, grocery stores, medical clinics, funeral homes, photo development, veterinary clinics, dental clinics, schools with kitchens/gyms, hotels with restaurants, etc.

- (e) General Industrial. This classification includes uses that generate large volumes of wastewater or have high strength or problem wastewater. This classification includes manufacturing and processing facilities, etc.

(4) Special Classes and Rates.

- (a) Users with State Waste Discharge Permits, NPDES Permits or Pretreatment Agreements with the City. This classification includes businesses with a state waste discharge permit, NPDES permit or pretreatment agreement with the city. The monthly charge must be based on the maximum amount of wastewater allowed by the permit or agreement unless a city-approved meter indicates a smaller amount was actually sent to the city's wastewater facilities. For businesses that do not yet have a permit or agreement, calculation of their charge must be based on the most appropriate classification above.
- (b) Users with High Strength Waste. The city must have the right to charge an additional monthly sewer service charge for a high strength waste, which is defined herein as one with pollutant concentrations in excess of typical domestic wastewater. A surcharge is appropriate for waste strength conditions including, but not limited to, a total five-day biochemical oxygen demand and/or suspended solids concentration in excess of 300 milligrams per liter. The public works director will recommend to the city council an appropriate monthly surcharge.
- (c) Users with Multiple Classifications. In the event that any user of the city's sanitary sewage system, by the nature of its business, may fall within two or more of the above classifications, the rate for such user shall be the highest rate established for any such classification.
- (d) Contract Rates. Rates for any user may be set by contract at the discretion of the city council. Users having their rates set by contract must fall under this classification only during the duration of the contract term. Upon termination of said contract, the user will be charged under the other most applicable classification as determined by the finance director.

(5) Bill components. Each billing for an account includes the following:

- (a) Base fee. A flat fee for a monthly allowance, based on customer class, as shown below:

Classification	Base Monthly Allowance
Residential—Individually Metered	600 cubic feet
Residential—Master Metered	600 cubic feet times the number of dwelling units
Light Commercial	600 cubic feet
Heavy Commercial	600 cubic feet
General Industrial	600 cubic feet

- (b) Incremental rate. A fee for each additional 100 cubic feet of water supplied in excess of the monthly allowance included in the base fee, adjusted by customer class.

12.12.070 Adopted Sewer Service Rates

Table 12.12.070-1 Sewer Service Rates

	Effective January 1, 2026		Effective January 1, 2027		Effective January 1, 2028		Effective January 1, 2029		Effective January 1, 2030		Effective January 1, 2031		Base Monthly
	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	Base Monthly	Incremental Rate (per 100 cf)	
Residential													
Individual Metered	\$65.65	\$9.17	\$69.43	\$9.70	\$73.42	\$10.26	\$77.64	\$10.85	\$82.10	\$11.47	\$84.90	\$11.86	
Master Metered (multiplied by number of units)	\$64.70	\$9.04	\$37.61	\$9.45	\$70.82	\$9.90	\$74.50	\$10.41	\$78.14	\$10.92	\$78.14	\$10.92	
Commercial													
Light Commercial	\$65.65	\$9.17	\$69.42	\$9.70	\$73.41	\$10.26	\$77.63	\$10.85	\$82.09	\$11.47	\$84.89	\$11.86	
Heavy Commercial	\$77.26	\$11.05	\$84.60	\$12.10	\$92.64	\$13.25	\$101.44	\$14.51	\$111.08	\$15.89	\$116.63	\$16.68	
General Industrial	\$86.57	\$12.59	\$94.79	\$13.79	\$103.80	\$15.10	\$113.66	\$16.53	\$124.46	\$18.10	\$130.68	\$19.01	

12.12.080 Basis of Stormwater Service Rates

i This section is based on existing SMC 12.12.020 Drainage system rates and charges.

- (1) Basis for calculation. Stormwater rates must be calculated, adopted, and applied based on the methodology described in this section.
- (2) Classes of customers. Sewer service is provided to the following classes of customers:
 - (a) Residential Uses.
 - (i) Single-Family Residential.
 - (ii) Multifamily Residential.
 - (b) Nonresidential Uses.
 - (i) Commercial structure.
 - (ii) Improved land areas not included as a residential use.
- (3) Bill components.
 - (a) Each billing for a Single-Family Residential use consists of a flat fee.
 - (b) Each billing for a Multifamily Residential or Nonresidential use consists of a charge based on a rate per Equivalent Residential Unit (ERU).
 - (c) Each billing for a detached accessory dwelling unit will be charged a prorated amount of the Single-Family Residential stormwater fee based on allocation of impervious square footage on the property.

12.12.090 Adopted Stormwater Service Rates

Table 12.12.090-1 Stormwater Service Rates

Classification	Effective January 1, 2026	Effective January 1, 2027	Effective January 1, 2028	Effective January 1, 2029	Effective January 1, 2030	Effective January 1, 2031
Single-Family Residential	\$28.66	\$29.52	\$30.41	\$31.32	\$32.26	\$33.23
Multifamily Residential	\$28.66	\$29.52	\$30.41	\$31.32	\$32.26	\$33.23
Non-Residential per ERU (3,500 Sq Ft.)	\$28.66	\$29.52	\$30.41	\$31.32	\$32.26	\$33.23

Chapter 12.20 Connections to City Utilities

12.20.010 Purpose

The purpose of this section is to regulate and finance connections to the city's utility systems.

12.20.020 Connection Required

- (1) A detached accessory dwelling unit must have its own connection, independent of the primary dwelling unit, to city utility services, including its own water meter and side sewer.

12.20.030 Connection Must be Authorized

i This section is based on existing SMC 12.06.020(1) and 12.14.050(1) and 12.40.020.

- (1) It is unlawful for any person to uncover, make any connections with or opening into, use, alter or disturb any public water, sewer, or stormwater facility, line, or appurtenance thereof without first obtaining a written permit from the director of public works.

i The following is a new subsection creating a criminal penalty for unauthorized connections.

- (2) A violation of this section is a misdemeanor and may also be enforced per SMC Title 13.

12.20.040 Application for Connection

i This section is based on existing SMC 12.06.020(2) and 12.14.050(2)-(6).

- (1) Applicability. This section applies to applications and permits to construct, extend, relay, repair or make connection to the city water, sewer, or stormwater systems.
- (2) An application for a connection permit to the city water, sewer, or stormwater systems must:
 - (a) be made on form(s) provided by the city;
 - (b) be accompanied by applicable application fees;
 - (c) include the name of the owner, the correct address and legal description of the property to be served, and dimensions and locations of any buildings or hard-surfaced improvements on the property and the whole course of the connection from the city utility system to any connection with the building or property to be served;

- (d) be submitted to the public works director.
 - (e) be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the public works director.
- (3) Upon review of the application, the public works director may issue the permit, which must include:
- (a) designation of the manner and place in which the property may be connected to the city utility system, in the judgment of the director;
 - (b) any conditions of the connection or work;
 - (c) any required inspections of the connection or work.
- (4) As-built drawings for all utility connections must be submitted to the city and kept on file showing the size and location of the utility line, the point of any connection, the location of any buildings on the lot and any other such information as may be obtained in the course of inspection of completed work done under the permit.
- (5) It is unlawful to perform work in a manner inconsistent with the conditions of the issued permit.

i The next subsection is from existing SMC 12.45.020, which applied only to connections outside the city limits.

- (6) If the city approves an application for utility service and subsequently issues a water availability certificate or a sewer availability determination, that certificate or determination expires at the time that any associated permit expires (e.g., land use, site development or building permit) or one year after the date of issuance, whichever is later.

12.20.050 Construction Costs

i This section is based on existing SMC 12.12.040 Connection fees, charges and costs, subsection (4) Construction Costs and Fees.

- (1) The cost of construction of city utility service lines from the city utility service must in all cases be borne by such persons connecting thereto.
- (2) The cost of construction of city utility service mains by developers and others except in the case of an LID or ULID must be directly borne by the party extending the city utility service main.
- (3) The cost of upgrading drainage facilities, storm sewer trunk lines, or pumping facility, or the cost of a consulting engineer is considered part of the cost of the city utility service extension and such costs as determined by the public works director or consulting engineer must be remitted to the city finance director or the work completed and accepted by the city prior to issuance of any connection.
- (4) All extensions of city utility service mains to serve new customers or areas outside the corporate limits of the city must be laid at the expense of the persons requesting such extensions.
- (5) The city may, at its option, construct city utility service mains to serve an area within the city. Any property connecting to a main constructed by the city is subject to the fees and charges under this chapter plus a pro rata share of the construction costs of the extension based on 50 percent square footage of the area served and 50 percent front footage of properties to be served unless 75 percent of the owners of property in the area to be served agree on another method of apportionment which must be subject to the approval of the city.

- (6) Any property connected to a city utility service main or open ditch constructed under an LID or ULID is subject to a construction fee based upon the same square footage and front footage assessments made on the property within the LID.

Chapter 12.22 Connections Outside the City Limits

i This chapter is based on existing SMC Chapter 12.45 Extension/Connection of City Services Outside City Limits.

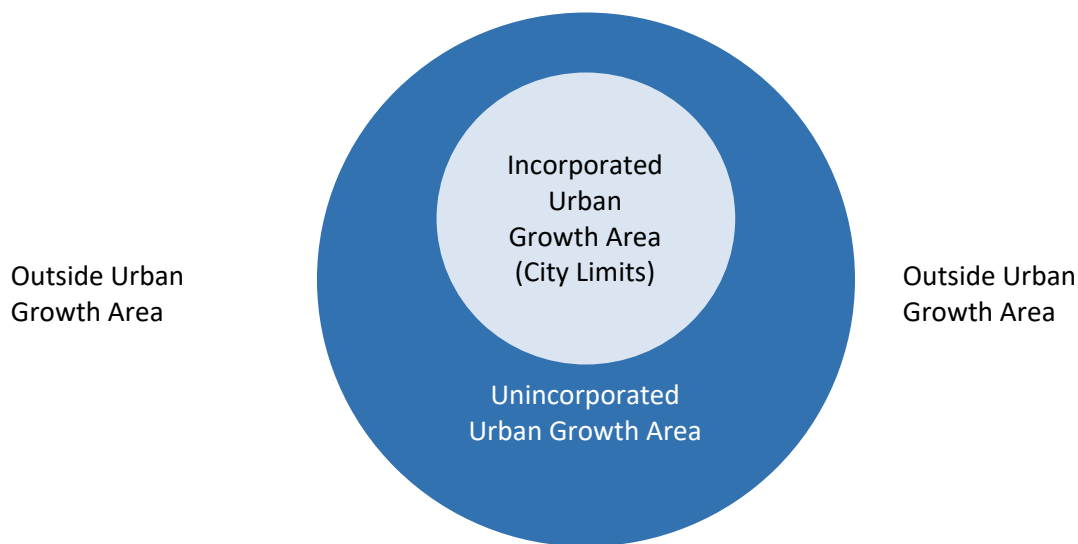
12.22.010 Purpose

- (1) The purpose of this chapter is to authorize, and describe the limits of, connections to utility services to properties outside the city limits.

i The remainder of this section is based on existing SMC 12.45.010 City's authority to provide service outside city limits.

- (2) The city's intent is to provide reasonable steps to phase implementation of the Growth Management Act by:
- (a) Encouraging growth to first locate in areas that have adequate existing public facility and service capabilities to serve such development.
 - (b) Managing growth to transform governance and phase development within the unincorporated urban growth area.
 - (c) Providing for orderly growth of the city consistent with the city's Comprehensive Plan, stormwater comprehensive plan, and the comprehensive water and sewer system plans.

Figure 12.12.010-1 Unincorporated Urban Growth Area



12.22.020 Authority

i This section is based on existing SMC 12.45.010 City's authority to provide service outside city limits.

- (1) Authority.

- (a) In general, and subject to the State Growth Management Act and other applicable law, the city is authorized, per RCW 35.67.310 and 35.92.200, to provide water, sanitary sewer, and stormwater service to property outside the city limits.
- (b) The city's provision of utility services outside the city limits is not mandatory.

(2) Limitations.

- (a) As "urban services," the provision of sanitary sewer and stormwater service outside the city's urban growth area is limited by RCW 36.70A.110(4).
- (b) The city is prohibited from annexing property outside its designated urban growth area boundary per RCW 35A.14.005.

12.22.030 Annexation Requirement

i This section is based on existing SMC 12.45.015 Service outside city limits; provisions common to the three utilities have been consolidated.

- (1) A request for new utility service in the unincorporated urban growth area may only be granted upon completion of an annexation agreement with the exception noted in subsection (2).
- (2) If the applicant property is subject to a preexisting contractual commitment by the city such as a local improvement district (LID or ULID) or latecomer's agreement to provide the utility service, the City may waive the requirement to immediately annex as a condition of connecting to such utilities. Such properties must execute and record a covenant not to protest annexation in the future as a condition of such utility connection.

12.22.040 Utility Service Application

i The following subsection includes material from existing SMC 12.45.020 Water or sewer service application.

i Note the requirement to execute a utility service agreement is broadened to any applicant outside the city limits, not just in the unincorporated UGA, because the city's utility codes otherwise only apply within its corporate limits.

- (1) An applicant for utility service outside the city limits:
 - (a) must complete a utility service application;
 - (b) must execute a utility service agreement per this chapter;
 - (c) is responsible for any necessary extensions required for connection and compliance with all other applicable provisions of the city street and utility codes;
 - (d) must agree to comply with all city policies and standards related to the utility service for all new connections/extensions.
- (2) A utility service application must:
 - (a) be made on forms provided by the department;
 - (b) be made by the owner of the property to be connected and supplied the service or by their authorized agent;
 - (c) identify the services requested;
 - (d) fully describe the purposes for which the utility service is required; and

(e) comply with the provisions of SMC 12.12.050 and .060.

i The next subsection is based on existing SMC 12.45.010.

(3) The decisionmaker on a utility service application is as shown in the following table:

Table 12.12.040-1 Decisionmaker on Application for Utility Service Outside the City Limits

Service Type	Within Unincorporated UGA	Outside UGA
Water	Public Works Director	Public Works Director
Sanitary sewer	Public Works Director	City Council
Stormwater	Public Works Director	City Council

12.22.050 Utility Service Agreement

i This section is based on existing SMC 12.45.040 Utility service agreement.

i Deleted exemption to sign utility service agreement for municipal corporations; deleted restatement of requirement to execute the utility service agreement.

The Utility Service Agreement required by this chapter must be on a form provided by the City and must condition the provision of the service on the following terms:

- (1) Agreement to Run with the Property. The agreement must be recorded against the property in the Snohomish County auditor's office, and must constitute a covenant running with the land. All covenants and provisions of the agreement are binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.
- (2) Warranty of Title. The agreement must be executed by the owner of the property, who must also warrant that they are authorized to enter into such agreement.
- (3) Annexation. A property owner requesting extension of city sewer and water outside the unincorporated urban growth area must agree to sign a no protest agreement in which the property owner agrees to sign any petition that is circulated in the future to annex their property if at a future point the urban growth area is revised to include the subject property.
- (4) Costs of Design, Engineering and Construction of Extension. The owner must agree to pay all costs of design, engineering and construction of the extension, which must be accomplished consistent with the city's street and utility standards, and conform to plans approved by the city public works director. Costs of plan review and construction inspection must also be paid by the owner consistent with the city's fee schedule.
- (5) Connection fees. The owner must pay connection fees as established by Chapter 12.14 SMC, as the equitable share of the costs of serving the property.
- (6) Easements and Permits. The owner must secure and obtain at the owner's sole cost and expense all permits, easements and licenses necessary to construct the extension.
- (7) Dedication of Capital Facilities. The owner must agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.

- (8) Special Assessment District. If, at the time of execution of the agreement, the city has formed a special assessment district to pay for capital project(s) related to service of the property, the owner must agree to participate in the district and to waive their right to protest the assessment.
- (9) Waiver of Right to Protest Local Improvement Districts. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement must specifically describe the improvement. The owner must agree to sign a petition for the formation of a local improvement district (LID or ULID) for the specified improvements at the time one is circulated, and to waive their right to protest formation of any such LID or ULID.
- (10) Conformance to Standards.
 - (a) Development of property must conform to the city's Comprehensive Plan, comprehensive water system plan, comprehensive sewer system plan, stormwater comprehensive plan, street and utility standards and this title.
 - (b) The establishment, maintenance and/or conducting of the uses for which the utility agreement is sought must not, under the circumstances of the particular case, be detrimental to the public welfare or injurious to the environment.
- (11) Interlocal Agreements. If, at the time of execution of the agreement, the city and the county have approved any interlocal agreements governing the development of the Stanwood urban growth area, the development must also be subject to the terms of the agreement(s) in place.
- (12) Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city has the ability to disconnect the utility, and for that purpose may at any time enter upon the property.

12.22.060 Limitations on Water Service

Connections and extensions of water service are limited to the designated water service area set forth in the city's water comprehensive plan.

12.22.070 Limitations on Sanitary Sewer and Stormwater Service

- (1) No extension, expansion, or connection of sanitary sewer or stormwater service outside of the city's urban growth area may be allowed except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.
- (2) An application for sewer service to property outside the city's urban growth area boundary must demonstrate by a preponderance of the evidence that the service is necessary to protect basic public health, safety, welfare and the environment. This showing may include, in addition to other documentation, an emergency order issued by the State Department of Ecology relative to any sewer extension request and/or documentation from the County or State Department of Public Health.
- (3) To determine whether an extension of sewer service is necessary to protect basic public health, safety, welfare and the environment, the city council must review the application and may, in its sole discretion, allow the extension if the council makes all of the following findings:
 - (a) The impact on public health potentially impacts the general public rather than solely the property owner making application;
 - (b) The hardship is not the result of the applicant's own action;
 - (c) The hardship is not merely financial or pecuniary;

- (d) The requested service is financially supportable at rural densities and does not permit urban development;
 - (e) The city's NPDES permit will not be adversely affected by the extension (if applicable);
 - (f) The extension is consistent with the goals of the city's land use and sewer comprehensive plan and all other applicable law, including, but not limited to, the Growth Management Act, and the State Environmental Policy Act; and
 - (g) The city has adequate capacity and adequate infrastructure available to provide the required service, or the applicant voluntarily agrees to provide the necessary infrastructure upgrades to allow service consistent with the city's street and utility standards.
- (4) The council's approval of any utility service or extension under the criteria in this subsection may be conditioned upon the following:
- (a) Restrictions may be placed on the hours that the city will accept sewage flow from the applicants;
 - (b) Restrictions may be placed on the amount of sewage flow provided to the applicant;
 - (c) The applicant must maintain and operate its own facilities;
 - (d) The applicant must execute a covenant not to protest annexation to the city in the future as a condition of such utility connection;
 - (e) Any other conditions the council considers appropriate that fulfill the purpose and intent of this chapter.

Chapter 12.24 Connection Fees

- i** This section is based on existing SMC Chapter 12.40, Utility Plant Investment.
- i** The "Plant Investment Charges" in existing code are renamed to the more standard term "system development charge."

12.24.010 Purpose.

- i** This section is based on the existing purpose statement.

- (1) The City Council has determined that that it is reasonable and in the public interest to enact and impose a connection fee for the purpose of recovering an equitable share of the costs of water, sewer and stormwater facilities from those properties within the utility service areas which, as a part of their development and use, create needs for those facilities.
- (2) The City Council finds that the public would benefit from a logical long-range approach to the financing of necessary facilities. Experience has demonstrated that the lack of such provision casts an unfair and unexpected burden on taxpayers and residences in the form of taxes, bond interest costs and assessments when core or central facilities become inadequate, causing a crisis. Operating from crisis to crisis is wasteful, unsafe and no longer an acceptable method of local government, and debt financing should be minimized wherever possible.
- (3) The "connection fees" herein described are designed and calculated to be of such amount as will eventually create reasonable reserves to pay the public's fair share of basic and essential service facilities as the need arises.

12.24.020 Applicability.

- (1) This section applies to fees for physical connections to the City's water, sewer, and stormwater utilities.
- (2) A connection fee applies at the time of:
 - (a) construction of a building requiring utility service;
 - (b) segregation of an existing building into two or more units (e.g., for separate residences, multiple housing units, business buildings, or separate business unit within a building).

12.24.030 Establishment of Connection Fees

- (1) The City Council may establish fees through the Consolidated Fee Schedule for:
 - (a) Application fees for new or modified connections to each city utility, to be paid into the City's general fund for the cost of administration;
 - (b) Connection fees for approved new or modified water, sewer, or stormwater connection, to be paid into the relevant fund as charges for system development and utility plant investment.

i Next subsection is based on existing SMC 12.40.050 Review of rates.

- (2) Connection fees must be reviewed for adjustment whenever the city's utility comprehensive plans or utility capital facility plans are updated and adopted by city council, based on asset value, projected capital projects, projected growth, interest, and inflation.

12.24.040 Assessment of Connection Fees

i Next line based on existing SMC 12.40.020(3).

- (1) A connection fee is immediately due and payable upon, and concurrently with, the issuance of a building permit or a permit for connection to the utility service, whichever occurs first.

i Next subsection is based on existing SMC 12.40.060 Credits. First list item (a) is new based on staff request.

- (2) Credit may be granted toward the connection fee charge in the following circumstances:
 - (a) Utility service facilities to be used for credit must appear in the city's 6-year Capital Improvement Plan or the Comprehensive Plan.
 - (b) Utility service facilities to be used for credit must be installed in accordance with approved plans and specifications and accepted by the city for maintenance;
 - (c) Credit may not be granted in excess of the total charge for the connection fee.

12.24.050 Segregation and use of revenue

i This section is based on existing SMC 12.40.070 Segregation and use of revenue.

- (1) All funds derived from the connection fees are to be segregated by appropriate approved accounting practices from all other funds of the city consistent with SMC Chapter 3.34 Funds into the investment fund for the relevant utility and spent for no other purpose than installing, constructing, and extending sewer facilities or debt service thereon.

- (2) The entire portion of the water system development charge for the Cedarhome benefit area must be used for no other purpose than the design, installation, and construction of the 400-zone 500,000-gallon elevated reservoir and transmission main; and Cedarhome booster pump station or debt service thereon.

12.24.060 Basis of Water Connection Fees and System Development Charges

i This section is based on existing SMC 12.16.040 Service connection charge.

- (1) Water connection fees must be calculated, adopted, and applied based on the methodology described in this section.
- (2) The water connection fee consists of:
- (a) A service connection charge based on the size of the provided water meter for installation of the water meter. Service connections made by city of Stanwood work crews may be made based on estimate of actual cost agreed to by applicant and paid in advance. Service connection charges for meters larger than two inches must be determined by the public works director.
- (b) Service connection fees shall be set in the city consolidated fee schedule by resolution.

i Based on existing SMC 12.16.012 Water plant investment charge:

- (c) A system development charge, determined by multiplying the total number of equivalent water connections proposed by the City's capital cost per equivalent connection, to be paid into the water plant investment fund.

i Based on existing SMC 12.16.013, Additional water plant investment charge for Cedarhome benefit area:

- (d) For properties within the Cedarhome Benefit Are, an additional system development charge, determined by multiplying the total number of equivalent connections proposed by the City's capital cost per equivalent connection within the Cedarhome Benefit Are.

i Based on existing SMC 12.16.012 Water plant investment charge:

- (3) The City's capital cost per equivalent connection is calculated by dividing the total valuation of the water system, including pumps, wells, distribution lines, reservoirs and rights-of-way, by the total number of equivalent connections proposed.

i Based on existing SMC 12.16.013, Additional water plant investment charge for Cedarhome benefit area:

- (4) The City's capital cost per equivalent connection for the Cedarhome Benefit Area is determined based on the valuation of the water system within the Cedarhome Benefit Area, defined as the area shown in Exhibit A-1 in the ordinance that created the Cedarhome Benefit Area.
- (5) Equivalent connections are based on the water meter size as shown in the following table:

Table 12.14.060-1 Equivalent Connections Based on Meter Size

Meter Size	Equivalent Connection
3/4"	1.00
1"	1.67
1 ½"	3.33

2"	5.33
3"	10.00
4"	16.67
6"	33.33
8"	53.33

12.24.070 Basis of Sewer Connection Fees and System Development Charges

- (1) Sewer connection fees must be calculated, adopted, and applied based on the methodology described in this section.
- (2) The sewer connection fee consists of:

i Based on existing SMC 12.04.030 Connection fees, charges and costs:

- (a) A service connection charge based on the type of proposed use, to be paid into the sanitary sewage construction reserve fund. Connection fees for service sizes other than six inches shall be determined by the public works director.
- (b) Service connection fees shall be set in the city consolidated fee schedule by resolution.

i Based on existing SMC 12.04.040 Sewer system plant investment charge:

- (c) A system development charge, determined by multiplying the total number of equivalent connections proposed by the City's capital cost per equivalent connection, to be paid into the sewer plant investment fund.
- (3) The City's capital cost per equivalent connection is calculated by dividing the total valuation of the sewer system, including pumps, collection pipelines, sewer treatment plant, and rights-of-way, by the total number of equivalent connections proposed.
- (4) Equivalent connections are based on water meter size are as shown in Table 12.14.060-1 Equivalent Connections Based on Meter Size.

12.24.080 Basis of Stormwater Connection Fees and System Development Charges

- (1) Stormwater System Development Charges must be calculated, adopted, and applied based on the methodology described in this section.
- (2) The stormwater System Development Charges fee consists of:

i Based on existing SMC 12.12.080 Development fees:

- (a) A fee charged for each separate residence, multiple housing unit, or business building proposed to be served by the stormwater system, to be paid into the drainage construction fund.
- (b) Service connection fees shall be set in the city consolidated fee schedule by resolution.

i Based on existing SMC 12.12.050 Drainage system plant investment charge:

- (c) A system development charge, determined by multiplying the total number of equivalent residential units (ERU) for the proposed use to be connected by the city's capital cost per ERU, to be paid into the drainage plant investment fund.

- (i) For a single-family residential use up to 10,000 square feet, the charge must be based on 1 ERU.
 - (ii) For a single-family residential use of 10,000 square feet or greater, the charge must be calculated on the same basis as nonresidential development with a minimum of 1 ERU per lot.
 - (iii) For multifamily or nonresidential development, the charge must be based on the number of ERU of impervious area of the proposed development, including fractions thereof. For example: 5,500 square feet of impervious area ÷ 3,500 square feet per ERU = 1.57 ERUs.
- (3) The city's capital cost per ERU is calculated by dividing the total valuation of the stormwater (drainage) system by the total number of ERUs in the city.

12.24.090 Adopted System Development Charges

- (1) System Development Charges for the utility services for 2026 are as shown in the table below .
- (2) The System Development Charges in the table below will be automatically increased each year on January 1, compared to the prior year, by the percentage reflected in the Seattle ENR Construction Cost Index (CCI), based on August of the prior year to August of the current year. No change to the city's connection fees will be made if the percent change in the CCI is less than or equal to zero.

Table 12.24.090-1 Adopted System Development Charges

Water Meter Size	Water SDC	Sewer SDC	Stormwater SDC (per ERU)
5/8" or 3/4"	\$9,890	\$11,187	\$3,179
1"	\$24,726	\$27,967	\$3,179
1.5"	\$49,451	\$55,933	\$3,179
2"	\$79,122	\$89,493	\$3,179
3"	\$158,244	\$178,986	\$3,179
4"	\$247,257	\$279,665	\$3,179
6"	\$494,513	\$559,330	\$3,179
8"	\$791,221	\$894,928	\$3,179

Chapter 12.26 Latecomer Agreements

- i** This chapter is based on existing SMC Chapter 12.50 Latecomer Agreements for Water And Sewer.
- i** Notably, this rewrite explicitly expands the applicability of latecomer agreements from just water and sewer to also potentially encompass stormwater infrastructure. Latecomer agreements are available for street improvements (RCW 35.72) and utility improvements (RCW 35.91) including storm, sanitary, or combination sewers.
- i** This rewrite does not include existing SMC 12.50.120 establishing that there is no requirement for execution of a latecomer agreement, because RCW 35.91.020(1)(a) indicates a municipality “must” contract.

12.26.010 Purpose

- i** This section is based on existing SMC 12.50.010 Purpose.

The purpose of this chapter is to describe the process for a property owner or developer to request the execution of a latecomer agreement with the city council for utility service facilities implementing Chapter 35.91 RCW, so that city utility service can be extended and property owners that construct the utility service facilities can recoup a portion of their cost.

12.26.020 Applicability

This chapter applies to city utility services (water, sewer, and stormwater), all of which qualify under the definition of “water or sewer facilities” in RCW 35.91.015.

12.26.030 Definitions

The definitions in this section apply throughout this chapter:

- i** Based on existing SMC 12.50.020 Definitions:

"Cost of construction" means the cost incurred for design, acquisition for right-of-way and/or easements, permit and plan review fees, construction (including materials and installation), as required in order to create and install the water and/or sewer facilities in accordance with all applicable laws, ordinances and standards, including the city's street and utility standards. The cost of construction shall be documented in writing on final invoices or other documents showing the amounts paid by the owner. The city may not accept written estimates in determining the cost of construction. In the event of a disagreement between the city and the owner concerning the cost of the water and/or sewer facilities, the city engineer's determination shall be final.

- i** New addition, based on use in SMC 12.50:

“Latecomer” means any owner of real estate who did not contribute to the actual cost of a city utility service facilities subject to a latecomer agreement and who subsequently connects to or uses the city utility service during the effective period of the latecomer agreement.

- i** Based on existing SMC 12.50.020 Definitions:

"Latecomer agreement" means a written contract between the city and one or more property owners providing for the partial reimbursement of the cost of construction of the city utility service facilities.

i Next line based on RCW 35.91.015.

"Latecomer fee" means a charge collected by the City, whether separately stated or as part of a connection fee, for providing access to city utility services, against a real property owner who connects to or uses city utility services subject to a city latecomer agreement.

12.26.040 When Latecomer Agreements May Be Used

i This section is based [on Oak Harbor MC 18.35](#).

- (1) The city must enter into a water and sewer latecomer agreement with an owner of real property when all of the following conditions apply:
 - (a) The owner elects to install certain city utility service facilities solely at the owner's expense.
 - (b) The owner has submitted a request for a latecomer reimbursement contract prior to the approval of the facility by the municipality.
 - (c) An adopted capital improvement plan identifies that one or more identified facilities be constructed in the location of the proposed property development as a prerequisite to further property development.
 - (d) The facilities are within the corporate limits or within 10 miles of the corporate limits.

i Based on existing SMC 12.50.100 Approval and acceptance of water and/or sewer facilities by city:

- (2) All utility service facilities proposed to be accepted for city ownership and maintenance (and later subject to a latecomer agreement) must be located on city-owned property or the necessary easements must be dedicated to the city prior to dedication such that the city may operate, maintain, demolish, reconstruct, improve or expand the utility service facilities in the future.

12.26.050 Application for a Latecomer Agreement

i Based on existing SMC 12.50.050 Fees – Application:

- (1) An application for a latecomer agreement must include all of the following:
 - (a) an application fee as established in the city's Consolidated Fee Schedule;
 - (b) a description of the method proposed to be used to determine the assessment, i.e., frontage square footage and zone end termini;
 - (c) pro-rata share for each property subject to the proposed latecomers agreement;
 - (d) an 8.5x11-inch vicinity map showing tax lot numbers and dollar amounts assessed on each lot;
 - (e) paper and digital copies of as-built plans stamped by a Washington state licensed engineer or land surveyor;
 - (f) itemized and quantified list of costs of construction, prepared, stamped and signed by a Washington state licensed civil engineer, including relevant bills of sale;
 - (g) an 18x24-inch scaled drawing stamped by either a Washington state licensed civil engineer or land surveyor showing the utility service facility size, location and the proposed areas potentially encumbered for this latecomer agreement, including dimensions, tax parcel numbers, sizes of parcels, useful elevations as needed by the city for determining benefit, all existing utility services and appurtenances.

i Based on existing SMC 12.50.060 Deadline for submittal of application:

(2) Timing of application.

- (a) An application for a latecomer agreement cannot be submitted to the city before the city notifies the owner that the constructed utility service facilities are acceptable to the city for city operation and maintenance.
- (b) An application for a latecomer agreement must be submitted to the city prior to either:

i Existing code specified *residential* land divisions and was unclear about other types of land divisions.

- (i) for land divisions, final plat approval; or
- (ii) for other types of development, 30 days after the city notifies the owner the facilities are acceptable.
- (c) Failure by the owner to submit a complete application within the required timeframe constitutes a waiver of the owner's ability to request execution of a latecomer agreement with the city.

12.26.060 Review of Application.

i Based on OHMC 18.35.090:

- (1) The public works director must determine the boundaries of the reimbursement area for all applications based upon the identification of parcels located so that they may subsequently tap into, use, or benefit from the constructed utility service facilities.
- (2) The amount of the latecomer fee must be established so that each property subject to the latecomer fee will pay a fair pro rata share of the costs of the improvements as determined by any appropriate method, including but not limited to determining the total capacity of the utility service improvements expressed in equivalent residential units (ERUs) and dividing the total cost by the number of ERUs created by construction or added by improvement of the utility service facility.

i Based on existing SMC 12.50.080 Assessment method:

- (3) The city may use any method of assessment permitted by law including, but not limited to, the front-foot method, the zone end termini method, and square footage method. At the discretion of the public works director, the city may allow a proportionate payment if only a portion of a property is developed, with the balance to be paid when the rest of the property is developed.

i Based on existing SMC 12.50.090 Cost of construction to be examined by city engineer:

- (4) The cost of construction of the utility service facilities must be examined by the city engineer and the city engineer must provide analysis to the city council as to the validity of the cost of construction.

12.26.070 Approval Process.

i Based on OHMC 18.35.100 (which requires 21-day notice):

- (1) A public hearing must be held before the city council or hearing examiner with regard to the reimbursement area boundaries and the amount of the latecomer reimbursement fee. Notice containing the name of the

applicant, a description and the location of the proposed water or sewer improvements, a map of the reimbursement area boundaries, and the preliminary estimate of the latecomer reimbursement fee shall be sent by first-class and certified mail, return receipt requested, to the property owners within the proposed reimbursement area not less than 10 days prior to the date set for the public hearing.

i Based on existing SMC 12.50.110 City council approval and notice:

- (2) The city council has approval authority over latecomer agreements. Approval may only be given after the public hearing.

12.26.080 Form and Contents of Latecomer Agreement

i This section is based on existing SMC 12.50.030 Limitations on latecomer agreement.

- (1) The latecomer agreement must:

- (a) be a standard agreement approved as to form by the city attorney consistent with the requirements of this chapter and RCW 35.91.020;
- (b) provide for a period of not to exceed 15 years for the reimbursement of such real estate owners and their assigns by any latecomer;
- (c) require that the latecomer pay his or her fair pro rata share of the cost of the construction of the utility service facilities, including not only those directly connected thereto, but also users connected to laterals or branches connecting thereto;
- (d) be recorded in the office of the Snohomish County auditor prior to the time that a latecomer taps into or connects to the utility service facilities and is not effective until such recording;

i Based on existing SMC 12.50.070 Administrative fees and recording costs. Existing code set this fee at 10% and was contradictory as to whether it was deducted from or in addition to the latecomer fee.

- (e) include a provision for city collection or retention of a reasonable fee per the city's Consolidated Fee Schedule for the expense of administering the agreement to be deducted from the latecomer fees remitted to the contracting party;

i Based on OHMC 18.35.150:

- (f) include a provision declaring that the city has no liability to any person, corporation or partnership entitled to payment of latecomer fees collected by the city for the city's failure to collect latecomer fees unless such failure was willful or intentional;

i Based on OHMC 18.35.080:

- (g) include a provision requiring that every two years from the date of execution the property owner entitled to reimbursement under a latecomer reimbursement contract must provide the city with information regarding the current contact name, address and telephone number of the person, company, or partnership that originally entered the contract. If the property owner fails to comply with this requirement within 60 days of the specified time, the city may collect any reimbursement fees owed to the property owner under the contract, and deposit such funds in the city's capital fund.

12.26.090 Effect of Latecomer Agreement

i This section is based on existing SMC 12.50.040 Effect of latecomer agreement.

- (1) No permit may be granted, nor connection approved, for utility services during the time period set forth in a recorded latecomer agreement without first paying to the city, in addition to any and all other costs and charges assessed for such hook-up or use or for the water lines or sewers constructed in connection therewith, the amount required by the latecomer agreement.
- (2) If any connection is made contrary to the terms of a latecomer agreement, the city may remove, or cause to be removed, such unauthorized connection and all connecting tile or pipe located in the right-of-way and dispose of unauthorized material so removed without any liability whatsoever.

Chapter 12.30 Water System

i This chapter is based on existing SMC Chapter 12.17 Water System Regulations.

12.30.010 Purpose

i This section is based on existing SMC 12.17.010 Purpose.

This chapter sets forth uniform requirements for users of the water system operated by the city of Stanwood.

12.30.020 Applicability

i This section is from existing SMC 12.17.010 Purpose.

This chapter applies to all users of the city of Stanwood water system.

12.30.030 Contract for Service

i This section is based on existing SMC 12.17.020 Application for connection and SMC 12.17.030 Contract provisions.

- (1) To obtain water service for a premises, a request must be submitted to the Community Development Department on an application form provided by the department that includes:
 - (a) the address of the owner;
 - (b) a legal description of the premises where such water supply is desired;
 - (c) a description of the purposes for which the water is to be used;
 - (d) the number of family units to be supplied;
 - (e) the size of the service pipe;
 - (f) the location and size of the meter;
 - (g) the signature of the owner of the premises to be served or his duly authorized agent;
 - (h) application fees required by the city's Consolidated Fee Schedule.

- (2) Tenants are not considered agents of the owner and without specific written authority from the owner placed on file with and at the time of application, no application for water service by a tenant will be considered or processed.
- (3) The application must contain a contract for service that:
 - (a) specifies the rate and manner in which water must be paid;
 - (b) reserves to the city of Stanwood the right to charge and collect the rates and enforce the penalties provided for in this title, in the manner herein provided;
 - (c) to change the rates at any time by ordinance;
 - (d) to temporarily discontinue the service at any time without notice to the customer;
 - (e) specifies that the contract is subject to all the provisions of this title, and of any ordinance of the city of Stanwood relating to the subject, hereafter passed;
 - (f) provides that the city shall not be held responsible for any damage by water or other cause resulting from the defective plumbing or appliances on the premises supplied with water, installed by the owner or occupants of the premises;
 - (g) provides that in case the supply of water is interrupted or fails for any reason, the city may not be held liable for damages for such interruption or failure, nor may such interruptions or failures for any reasonable period of time be held to constitute a breach of contract on the part of the city or in any way relieve the customer from performing the obligations of his contract.
- (4) All contracts take effect from the day they are signed and rates must be charged from the day the premises are connected with the city's water supply.
- (5) No person supplied with water from the city mains will be entitled to use it for any other purpose than those stated in his application, or to supply in any way any other person or persons or families.

12.30.035 Property owner responsibilities.

i This section is based on existing SMC 12.40.030.

- (1) The property owner must warrant that they are the owner of the property with full authority to bind the property with the covenants and conditions contained in the Stanwood Municipal Code.
- (2) All property owners must subject their property to the resolutions and ordinances of the city, and must use the public sewers, water mains and drainage mains of the city in accordance with the rules, regulations and ordinances of the city, as they may be amended from time to time.
- (3) The property is subject to the regular schedule of sewer, water service and drainage charges of the city, as may from time to time be fixed by the city for its use classification, including, if the city so provides, a reasonable split rate for properties served in particular areas.
- (4) The property described in an applicable permit must be the only property served with sewer, water and drainage service.
- (5) The property is subject to liens, penalties and interest for nonpayment of sewer, water service and drainage charges, to the same extent as any other property served by the city.
- (6) Credit must be given on any future assessment in a local improvement district or utility local improvement district for any charge in lieu of assessment paid for that property, or any reasonable costs incurred by the property owner and allowed by the public works director or other authorized representative in installing sewer, water and drainage lines, that are deeded to the city.

- (7) Building sewers and water mains and other appurtenant facilities constructed and installed by the property owner are subject to the permit, design review, construction, inspection, connection, conveyance and other requirements of this title, including the required fees and charges.
- (8) Utility connection fees must be paid as required by this title.
- (9) To protect the interests of the city, the public works director, city engineer, or other authorized representative of the city may require other conditions and provisions as the individual case may warrant, including, but not limited to, reasonable design requirements, design review and inspection requirements, and protective and safety requirements.

12.30.040 Connection Required

- i** The requirement to connect sewer-served parcels to city water is based on existing SMC 12.17.050 Connection to sewer system.
- i** This section mirrors the format of a similar section in the sewer chapter.

- (1) Connection to the city water system is required in any of the following circumstances:
 - (a) For new construction of a building requiring potable water within the city limits;
 - (b) For any premises that is connected to the city sewer system.

12.30.050 Prohibited Connections

- i** This section is based on existing SMC 12.16.060 Water theft - Penalty. Retitled for consistency with "prohibited" sections in other chapters. Clarified misdemeanor violation only applies to this water theft section, not the entire chapter.

- (1) It is unlawful for any person to make connections with any fixtures or connect any pipe with any water main or water pipe belonging to the city water system, without first obtaining permission to do so from the city.
- (2) Any person who violates this section is guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine in any sum not exceeding \$500.00 or by imprisonment for a term not exceeding 90 days, or by both fine and imprisonment.

12.30.060 Requirement to Repair Leaks

- i** This section is based on existing SMC 12.17.060 Responsibility, subsection (4)(a). Deleted line about "The standard residential service is calculated at 1,200 cubic feet per billing cycle."

- (1) It is unlawful for any person to allow a known or suspected leak of significant volume to continue.
- (2) Where there are leaking or defective pipes, fittings or fixtures, the water may be turned off at the option of the city until proper repairs are made.
- (3) The city may notify said customer, in writing, that the leakage must be corrected or abated within a specified period of time, the length of which must be reasonably related to the circumstances of the particular violation, and in no case may the time allowed for abatement exceed 30 days. Said notice must be posted on the premises or mailed to the last known billing address for the customer. If the customer fails to comply, or if a repeat violation occurs within the following six months, the city may shut off the water service until the violation is corrected. Disconnection and reconnection fees must be paid in accordance with the city's Consolidated Fee Schedule for any service disconnected pursuant to this section.

- (4) The city may install a flow restrictor on the customer's service line. The cost of said device, together with a reasonable installation charge, must be added to the customer's water bill. The cost of removing the device must be added to the customer's water bill.
- (5) Water mains and service lines from the main to individual meters are the responsibility of the city. Water meters are the sole ownership of the city and may not be turned on or off except by authorized city personnel. Service lines from the meter to the premises are the responsibility of the landowner and will not be maintained or repaired by the city.

12.30.070 Restrictions During Shortages and Emergencies

i This section is based on existing SMC 12.17.070 Emergencies and SMC 12.17.080 Water shortage - Restricted use.

- (1) In the event of an emergency, whenever the public safety, health, or the equitable distribution of water so demands, the public works director may make an order to change, reduce, or limit the time of use or discontinue the use of water.
- (2) In the event of a shortage of water, the public works director may make an order suspending the use of water for sprinkling or irrigation, or limiting the hours during which sprinkling or irrigation may be done.
- (3) An order issued per this section must be noticed through the city official newspaper, or by public address system.
- (4) Any person violating such order may be subject to a penalty as established by council resolution, and their water may be shut off and not turned on again until such penalty has been paid in addition to the fee for shutting off and turning on as provided in this title.

12.30.080 Cross-Connection Control

i This section is based on existing Chapter 12.18 Cross-Connection Regulations. Cross-connection "control" is a commonly used term.

- (1) Purpose. The purpose of this section is to:
 - (a) protect the water supply of the city of Stanwood water system from contamination or pollution from potential cross-connections; and
 - (b) promote the elimination or control of existing or potential cross-connections.
- (2) Definitions.
 - (a) "Cross-connection" means any actual or potential physical connection between a public water system or the consumer's water system and any source of nonpotable liquid, solid, or gas that could contaminate the potable water supply by backflow.
 - (b) "Backflow" means the undesirable reversal of flow of water or other substances through a cross-connection into the public water system or consumer's potable water system.
 - (c) "Backflow prevention device" is a device or means to prevent backflow into the public water system.
- (3) Administration. It is the responsibility of the department of public works to protect the city's potable water system from contamination or pollution due to cross-connection.
- (4) Cross-connections Prohibited. The installation or maintenance of any cross-connection that would endanger the water supply of the city of Stanwood water system is prohibited. Any such cross-connection now existing or hereafter installed is hereby declared unlawful and must be abated immediately.

i Updated WAC reference below from 248-54-285.

- (5) Standards. The control or elimination of cross-connections must be performed in accordance with WAC 246-290-490. The policies, procedures, and criteria for determining appropriate levels of protection must be in accordance with the "Cross-Connection Control Manual, Accepted Procedure and Practice" published by the Pacific Northwest Section of the American Water Works Association (PNWS-AWWA Manual).
- (6) Service prerequisites. Water service to any premises is contingent upon the customer providing cross-connection control in a manner approved by the Stanwood department of public works.
- (7) Approval required.
 - (a) All water system connections to serve buildings or properties with domestic potable water, fire sprinkler systems, or irrigation systems must comply with the minimum backflow requirements as established by the Snohomish County health district and the city of Stanwood.

i Department name below corrected from "State Department of Social and Health Services."

- (b) Backflow prevention devices required to be installed must be of a type and model approved by the State Department of Health and must be tested annually.
- (c) All irrigation systems must be installed with an approved backflow prevention device.
- (d) Submission of the certificate for testing of any backflow prevention device to the Stanwood public works department is required before the certificate of occupancy may be issued for any building.

12.30.090 Miscellaneous

i This section is based on existing SMC 12.17.060 Responsibility and 12.17.040 Temporary private service.

- (1) The owner of any service connections is responsible for damage to meters serving the premises due to willful or careless injury and must be charged for repairs to meters caused by such damage.
- (2) It is unlawful for any person willfully to place any automatic sprinkling device or willfully to place or hold any hose in such position or manner that water therefrom falls on any person while on any public street or sidewalk.
- (3) The city reserves the right at any time, without notice, to shut off the water supply for repairs, extensions, nonpayment of rates, or any other reason including but not limited to emergencies and leakage, and the city shall not be responsible for any damage, such as bursting boilers supplied by direct pressure, the breaking of any pipes or fixtures, stoppages or interruption of water supply, or any other damage resulting from the shutting off of water.
- (4) The city will maintain temporary private services in all cases wherein for any reason the permanent service installations must necessarily be disturbed by the city, and as soon as practicable thereafter permanent services will be restored. During such times and in such cases the city may access upon private property of any premises so served as may be necessary to maintain this service.

12.30.100 Right of Entry

i This section is based on 12.17.100 Right of entry and 12.18.080 Cross-connections - Right of entry.

- (1) Authorized employees of the city of Stanwood public works department with proper identification must be admitted free access at reasonable hours of the day to all parts of a premises or within buildings to which

water is supplied for the purpose of inspecting the condition of pipes and fixtures, noting the amount of water used and the manner in which it is used.

- (2) Water service may be refused or terminated to any premises for failure to allow necessary inspections.

Chapter 12.40 Wastewater (Sewer) System

i This chapter is based on existing SMC Chapter 12.06 Sewer System Regulations.

12.40.010 Purpose

i This section is based on existing SMC 12.06.005 Purpose, subsection 1.

This chapter sets forth uniform requirements for users of the sewer system operated by the city of Stanwood. It enables the city of Stanwood to comply with applicable state and federal laws and discharge permit requirements.

12.40.020 Applicability

i This section is based on existing SMC 12.06.005 Purpose, subsection 2.

This chapter applies to all users of the city of Stanwood sanitary sewer system. This chapter defines certain prohibited discharges; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the recovery of liquidated damages and collection of penalties.

12.40.030 Service Area

i This section is based on existing SMC 12.06.005 Purpose, subsection 3.

i Redefined the service area to clearly include the unincorporated UGA.

- (1) The service area for the city of Stanwood sanitary sewer system includes:
 - (a) the Stanwood city limits; and
 - (b) the City's unincorporated urban growth area.
- (2) Annexation is required before service can be provided within the unincorporated urban growth area.
- (3) Sewer service cannot be extended outside the city's urban growth area except as provided by state law.

12.40.040 Connection Required

i This section is based on the first half of existing SMC 12.06.030 Required connection.

- (1) Connection to the city sewer system is required in any of the following circumstances:
 - (a) For new construction of a building generating sewage where public sewer is available;
 - (b) For new residential, commercial, industrial, or institutional development where the property to be developed abuts a right-of-way in which a public sewer is located or where a service connection is

otherwise provided, connection of all structures generating sewage is required to connect to the public sewer regardless of distance from the public sewer.

- (c) For an existing developed property, when public sewer is available and at least one of the following is true:
 - (i) the property has a failed or failing septic system;
 - (ii) an additional building generating sewage is proposed, including a detached accessory dwelling unit;
 - (iii) improvements are proposed that would require an expansion of an existing septic drain field; or
 - (iv) the property has been included in a local improvement district (LID) for sewer connection;
 - (d) At any other time when mandated by the Department of Health.
- (2) For the purposes of this section, public sewer is considered "available" when the closest point on the building as measured to an existing sewer main is within 200 feet of that sewer main.

12.40.050 Connection Requirements

i This section is based on the second half of existing SMC 12.06.030 Required connection.

- (1) All connections to the city sewer system must be made in a permanent and sanitary manner, subject to the approval of the public works director, and must be sufficient to carry all sewage and waste fluids of any kind from said buildings into said system, and each toilet, sink, stationary washstand or any other piece or type of equipment having waste fluids must be connected with said sewer system.
- (2) All connections to public sewers or drains must be made in a workmanlike manner and in accordance with instructions from the public works director and in accordance with the city's street and utility standards.
- (3) No trench may be filled or any connecting sewer constructed under the provisions of this chapter until the same has been inspected and approved by or under the direction of the public works director at the point where the same connects with the pipe or other plumbing of the building or premises being connected, or until the same is made in all respects to conform to this chapter, the street and utility standards, or such other ordinances as are now or hereafter may become applicable.
- (4) All work done in pursuance of any connection permit granted as heretofore prescribed must be under the inspection and subject to the approval and acceptance of the city engineer. The grade, materials, and manner of construction of any sewer or drain built under permit shall be subject to the approval or rejection of the city. Upon acceptance of work, the city engineer must issue a notice of approval and acceptance of sewer connection, with one copy to the property owner or designated agent as authorization to backfill and use the connection, one copy to the finance director to initiate billing, and one copy for the file.
- (5) Except as hereinafter provided, it is unlawful to construct, enlarge, replace, or modify any privy, privy vault, septic tank, drain field, cesspool, or other facility intended or used for the disposal of sewage unless the public sewer system is more than 200 feet from property line, notwithstanding the routine maintenance of an existing, fully functional septic system.
- (6) All costs and expense incident to the installation and connection of the building sewer must be borne by the owner. The owner must indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

12.40.060 Sewage Pretreatment

i This section is based on existing SMC 12.06.040 Sewage pretreatment.

- (1) National categorical pretreatment standards as adopted and hereafter amended by the EPA pursuant to the Act shall be met by all users in the regulated industrial categories. These standards, found in 40 CFR Chapter I, Subchapter N, Parts 401-471, are hereby incorporated by reference.
- (2) State requirements and limitations on discharges to the publicly owned treatment works, as incorporated by Chapter 90.48 RCW, must be met by all users subject to such standards in any instance in which they are more stringent than federal requirements and limitations, or those in this chapter or other applicable ordinances.
- (3) Any user determined by the public works director to qualify as a significant industrial user must file an application for a state waste discharge permit with the State Department of Ecology in accordance with the requirements of WAC 173-216-070. Proof of acceptance of the application and payment of permit fees shall be kept at the user's facilities and produced upon request. Failure to submit the application or rejection of the application by the department may be considered sufficient grounds to terminate or refuse to provide sewer service.
- (4) The city reserves the right to establish more stringent standards or requirements on discharges to the sewer system and to set local limits for any pollutant to protect against pass through and interference.
- (5) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they must be maintained in continuous, satisfactory and effective operation by the owner at the owner's expense.

12.40.070 Prohibited Discharges Outside the Sewer System

i This section is based on existing SMC 12.06.060 Unlawful disposal or discharge. Renamed to "prohibited" for consistency with other prohibited discharges and connections sections in this chapter and the stormwater chapter. Subsection (3) moved to Prohibited Discharges, below.

- (1) It is unlawful to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of the city any human or animal excrement, garbage or other objectionable waste. This section is not to be construed as an animal control measure.
- (2) It is unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.

12.40.080 Prohibited Discharges to the Sewer System

i This section is based on existing SMC 12.06.050 Prohibited discharge. First list item (a) is based on subsection (3) of existing SMC 12.06.060 Unlawful disposal or discharge.

- (1) It is unlawful to discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
 - (a) any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer;
 - (b) gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
 - (c) waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process,

constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to the cyanides in excess of two milligrams per liter as CN in the wastes as discharged to the public sewer;

- (d) waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
 - (e) solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole milk, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (2) It is unlawful to discharge or cause to be discharged the following substances, materials, waters, or wastes if it appears likely in the opinion of the public works director that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the public works director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction in the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:
- (a) liquid or vapor having a temperature higher than 150 degrees Fahrenheit or 65 degrees centigrade;
 - (b) waters or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 milligrams per liter or containing substances which may solidify or become viscous at temperatures between 32 and 150 degrees Fahrenheit (zero degrees and 65 degrees centigrade);
 - (c) garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower and approval of the public works director;
 - (d) waters or wastes containing strong acid, iron pickling wastes or concentrated plating solutions whether neutralized or not;
 - (e) waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the public works director for such materials;
 - (f) waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the public works director as necessary, after treatment of the composite sewage, to meet the requirement of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters;
 - (g) radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the public works director in compliance with applicable state or federal regulations;
 - (h) waters or wastes having a pH in excess of 9.5;
 - (i) materials that exert or cause:
 - (i) unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime, slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate);
 - (ii) excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 - (iii) unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works;

- (iv) unusual volume of flow or concentration of wastes constituting "slugs,"
- (v) unusual suspended solids, concentration in such quantities as to constitute a significant load on the sewage treatment works;
- (j) waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters;
- (k) in general any toxicant.

i The following line overrides existing SMC 12.06.080, which allowed the practice of dumping sewage into manholes. Existing SMC 12.06.080 is not included in this rewrite.

- (3) It is unlawful to discharge sewage or any of the prohibited discharges in this section directly into a sewer maintenance hole.

12.40.090 Side Sewers

i This section is based on existing SMC 12.06.070 Side sewers.

- (1) A side sewer must be installed in accordance with the city's most current street and utility standards and the UPC as adopted by the city of Stanwood.
- (2) A side sewer may provide only a single service.
 - (a) Each individual single-family, duplex, and triplex unit must have its own side sewer.
 - (b) Subject to the approval of the public works director or designee, a six-inch stubout may be located on a lot to serve no more than two single-family residences or one duplex so long as each residence or unit is served with its own four-inch side sewer from the stub. Fourplex and larger multifamily buildings, as well as other nonresidential buildings, may have one side sewer per building.
- (3) A side sewer must be stubbed to the property line of all existing lots when a new main is installed in front or alongside of existing properties.
- (4) While the city of Stanwood is responsible for the maintenance of the main line sewer, the property owner(s) served by the side sewer is responsible for any maintenance and repairs of the side sewer from the connection with the main line sewer to the building, including repairs in the public right-of-way or sewer easement. In the case of shared side sewers, ownership must be equally divided between users for any common assemblies.

12.40.100 Substance Interceptors

i This section is based on existing SMC 12.06.090 Substance interceptors.

- (1) Grease, oil, sand, heavy metals, or such other needed interceptors must be provided when, in the opinion of the public works director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable waste containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. Such interceptors must be of a type and capacity approved by the public works director and must be located as to be readily and easily accessible for cleaning and inspections.

- (2) Screens approved by the city engineer must be installed, operated, and maintained by any industrial plant connected to the sanitary sewage system, to screen any coarse solids from the industrial waste before it is discharged to the industrial sewer.
- (3) All substance interceptors and grease traps must be properly installed, maintained, and operated by the user at the user's expense. Pretreatment facilities must be kept in continuous operation at all times, and must be maintained to provide efficient operation.
- (4) Cleaning.
 - (a) Cleaning must be performed by a service contractor qualified to perform such cleaning, or in a manner approved by the public works director.
 - (b) The use of hot water, enzymes, bacteria, chemicals or other agents or devices that cause the contents of a pretreatment device to be discharged into the sanitary sewer system is prohibited.
 - (c) All removed material must be disposed of in accordance with all local, state, and federal regulations, and must not be disposed of in the sanitary or storm sewer.
- (5) Records.
 - (a) Cleaning and maintenance records must be made readily available on site to the city for review and inspection, and must be maintained for a minimum of five years.
 - (b) All maintenance records must be submitted on a routine basis for businesses whose operations are known to generate high levels of harmful ingredients or who have failed in the past to properly maintain their pretreatment facilities and fail to produce a discharge quality in compliance with the city's requirements.

12.40.110 Right of Entry

i This section is based on existing SMC 12.06.010 Administration and authority.

- (1) The public works director has the right to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this chapter. The director or designee shall have authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.
- (2) The public works director has the right to enter all private properties through which the city holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage lying within said easement, said to be done in accordance with the terms of the easement pertaining to the private property involved.
- (3) The public works director has the right to enter upon any lands, buildings, or premises required by this chapter to be connected to the sanitary sewer or to disconnect the source or sources of stormwater, groundwater or surface water from the sanitary sewer at all reasonable times to ascertain whether the provisions of this chapter have been or are being complied with, and if they shall find that such lands, building or premises connections or disconnections do not conform to the provisions of this chapter, to notify the owner or occupant or his agent of the fact, and it shall thereupon be the duty of such owner, occupant or agent to cause the requirements of this chapter to be so altered, repaired, or reconstructed as to make them conform to these provisions.
- (4) The public works director has the right to enter upon any user's lands, buildings or premises using city sewerage for purposes of obtaining samples and making tests. City equipment left at any such site for sampling and testing purposes shall not be removed or in any way tampered with.

Chapter 12.50 Stormwater (Drainage) System

i Given the prevalence of the terms “storm” and “stormwater” both in the existing municipal code and in the RCW, we’ve transitioned to use “stormwater” in the chapter title. In the chapter title, we’ve combined it with the historical term “drainage” for those users of the code who may be more familiar with that term.

12.50.010 Purpose

i This section is based on existing SMC 12.14.010 Purpose.

- (1) The purpose of this chapter is to exercise all lawful powers necessary and appropriate to the construction, acquisition, addition, maintenance, operation, management, regulation and control of the stormwater (drainage) system within the boundaries of the city to protect the health, safety, and welfare of the citizens of the city with respect to public and private property which affect the flow of surface water or the use of drainage facilities.
- (2) It is not the purpose of this chapter to create a duty of the city to insure or protect individual persons or property against water drainage.

12.50.020 Applicability

This chapter applies to the City's stormwater system as defined herein.

12.50.030 Stormwater system defined.

i This is a new section based on the Ecology Phase II NPDES Permit definition of municipal separate storm sewer system.

The City's stormwater system includes the system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, and storm drains) owned and operated by the City or other public entity, designed or used for collecting or conveying stormwater.

12.50.040 Stormwater comprehensive plan

i This section is based on existing SMC 12.14.005 Stormwater comprehensive plan.

The City's current stormwater comprehensive plan as adopted or amended is incorporated herein by reference.

12.50.050 Requirements to Deed Facilities to City

i This section is based on existing SMC 12.14.040 Authority. Reorganized to make differences between uses more obvious.

- (1) When stormwater facilities, including conveyance systems, detention and water quality facilities and their appurtenant structures, are constructed:
 - (a) For residential land divisions, the facilities must be transferred to the city for ownership and maintenance at the time of final plat.

- (b) For commercial developments and multifamily developments, the facilities must be maintained by the property owner(s); however, the facilities must be located within easements that allow emergency maintenance by the city, the cost of which will be charged to the owner(s).
- (2) Existing stormwater facilities may be transferred to the city for ownership and maintenance by contract, right of entry, deed or easement with agreement of the city.
- (3) Existing publicly owned stormwater facilities included in an annexation petition must be transferred to the city for ownership and maintenance at the time of annexation. Privately owned facilities are subject to subsection (2) of this section.
- (4) The city must own and maintain conveyance systems that serve public streets and are located in the public right-of-way or easements dedicated to and accepted by the city.

12.50.060 Prohibited Connections

i This is a new section based on the Ecology Phase II NPDES Permit definitions.

i "Illicit discharge" is the commonly used term of art.

- (1) It is unlawful to cause or maintain any illicit connection to the City's stormwater system.
- (2) "Illicit connection" means any infrastructure connection to the City's stormwater system that is not intended, permitted, or used for collecting and conveying stormwater or allowed non-stormwater discharges. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the City's stormwater system.

12.50.070 Prohibited Discharges

i This section is based on existing SMC 12.14.060 Prohibited discharge.

i "Illicit discharge" is the commonly used term of art.

- (1) It is unlawful to cause or continue any illicit discharge into the City's stormwater system.
- (2) "Illicit discharge" means any discharge, directly or indirectly, to the City's stormwater system that is not composed entirely of stormwater or of non-stormwater discharges allowed under this section.
- (3) When the public works director has reason to believe that any discharge is an illicit discharge, the director may sample and analyze the discharge and recover the costs from a responsible party. When the discharge is likely to contain illicit discharge on a recurring basis, the director may conduct, or may require the responsible party to conduct, ongoing monitoring at the responsible party's expense.
- (4) Allowable discharges. The following types of discharges are not illicit discharges:
 - (a) diverted stream flows;
 - (b) rising groundwaters;
 - (c) uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20));
 - (d) uncontaminated pumped groundwater;
 - (e) foundation drains;
 - (f) air conditioning condensation;
 - (g) irrigation water from agricultural sources that is commingled with urban stormwater;
 - (h) springs;

- (i) uncontaminated water from crawl space pumps;
 - (j) footing drains;
 - (k) flows from riparian habitats and wetlands;
 - (l) non-stormwater discharges authorized by another NPDES or State Waste Discharge permit;
 - (m) non-stormwater discharges from emergency firefighting activities.
- (5) Conditionally allowable discharges. The following types of discharges are not illicit discharges if they meet the stated conditions, unless the public works director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface or groundwater:
- (a) Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges must be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted if necessary, and in volumes and velocities controlled to prevent resuspension of sediments in the stormwater system.
 - (b) Lawn watering and other irrigation runoff is permitted but must be minimized.
 - (c) Discharges from swimming pools, spas, and hot tubs dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted if necessary, and in volumes and velocities controlled to prevent resuspension of sediments in the stormwater system. Discharges must be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash must not be discharged.
 - (d) Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street.

i [External building washdown](#) (e) in the 2024 NPDES permit, which includes a new requirement to check for PCBs, not included.

- (e) Non-stormwater discharges covered by another NPDES permit if:
 - (i) the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and
 - (ii) written approval has been granted for any discharge to the stormwater system.
- (f) Other non-stormwater discharges reviewed and approved by the city, which may include methods of prevention, control, and treatment to ensure contaminants do not enter surface or groundwater.

12.50.080 Limit of Liability

i This section is based on existing SMC 12.14.030 Limit of liability.

- (1) No city liability may be inferred, implied, or interpreted by the adoption and application of this chapter for damages to individual persons or properties which result from existing conditions or which occur subsequent to the date of implementation.
- (2) No city liability may be associated with the city's approval of any privately constructed or privately maintained portion of the stormwater system unless the city accepts the same as part of its publicly owned or maintained system and is negligent in its administration of such system.

EXHIBIT B

Chapter 3.34 Funds

3.34.010 General provisions.

No change.

3.34.020 General fund.

No change.

3.34.101 Street fund.

No change.

3.34.102 Street impact fees fund.

No change.

3.34.103 Street construction fund.

No change.

3.34.104 Park and trail improvement fund.

No change.

3.34.105 Fire impact fees.

No change.

3.34.106 Park impact fees.

No change.

3.34.107 Equipment reserve fund.

No change.

3.34.108 Transportation benefit fund.

No change.

3.34.109 Contingency fund.

No change.

3.34.110 Building improvement fund.

No change.

3.34.115 Tourism promotion fund.

No change.

3.34.120 REET 1 – Capital improvements.

No change.

3.34.121 REET 2 – Growth management.

No change.

3.34.205 Debt service fund.

No change.

3.34.401 Sewer fund.

No change.

3.34.403 Sewer construction fund.

No change.

3.34.405 Sewer plant investment fund.

- (1) The “sewer plant investment fund” is created as an enterprise fund.
- (2) Revenues from sewer plant investment fees system development charges must be deposited into this fund.
- (3) Expenditures from the fund must support sewer capital investment.

3.34.410 ~~Drainage~~ Stormwater fund.

- (1) The “~~drainage~~ stormwater fund” is created as an enterprise fund.
- (2) Revenues from ~~drainage~~ stormwater utility service rates must be deposited into this fund.
- (3) Expenditures from the fund must support ~~drainage~~ stormwater utility system maintenance and operation.

3.34.411 ~~Drainage~~ Stormwater construction fund.

- (1) The “~~drainage~~ stormwater construction fund” is created as an enterprise fund.
- (2) The ~~drainage~~ stormwater construction fund accounts for capital development of the ~~drainage~~ stormwater utility which is funded from other accounting funds, grants, and loans.

3.34.412 ~~Drainage~~ Stormwater plant investment fund.

- (1) The “~~drainage~~ stormwater plant investment fund” is created as an enterprise fund.
- (2) Revenues from ~~drainage~~ stormwater plant investment fees stormwater system development charges must be deposited into this fund.
- (3) Expenditures from the fund must support ~~drainage~~ stormwater capital infrastructure.

3.34.421 Water fund.

No change.

3.34.422 Water construction fund.

No change.

3.34.423 Cedar home plant investment fund.

No change.

3.34.424 Water plant investment fund.

- (1) The “water plant investment fund” is created as an enterprise fund.
- (2) Revenues from water plant investment fees system development charges must be deposited into this fund.
- (3) Expenditures from the fund must support water utility infrastructure.

3.34.451 Water bond reserve fund.

No change.

3.34.452 Sewer bond reserve fund.

No change.

3.34.457 Sewer equipment reserve fund.

No change.

3.34.458 ~~Drainage~~ Stormwater equipment reserve fund.

- (1) The “~~drainage~~ stormwater equipment reserve fund” is created as an enterprise fund.
- (2) This fund accounts for reserves held for replacement of ~~drainage~~ stormwater utility equipment and vehicles.

3.34.459 Water equipment reserve fund.

No change.

3.34.630 Agency fund.

No change.