



Agenda
Parks and Trails Advisory Committee Regular Meeting
November 17, 2025 | 3:00 PM

City Hall, 10220 270th Street NW
Stanwood, WA 98292

This meeting will be conducted in person at Stanwood City Hall with an option for participants to join by telephone or online as well. Connection information will be posted on the City Website.

<https://www.stanwoodwa.org>.

- 1. Call to Order**
 - 2. Roll Call**
 - 3. Public Comments**
 - 4. Approval of Minutes**
 - a. Minutes- October 20, 2025
 - 5. New Business**
 - a. Ovenell Park Rental Agreement Extension
 - b. Art: Troll Installation Request
 - c. Art Project Narrative - Depot Park
 - d. Downtown Art Project Narrative
 - 6. Committee Member Comments**
 - 7. Adjourn**
-

Zoom Meeting Information

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85751722998>

Webinar ID: 857 5172 2998

Passcode: 304123

Telephone: (253) 215-8782



**City of Stanwood
Parks and Trails Advisory
Committee Staff Report**

Item Number: 4.a.
Date: November 17, 2025
Subject: Minutes- October 20, 2025
Contact Person: Alan Lytton, City Engineer
Attachments: 1. October 2025 PTAC Minutes

ISSUE

Attached are the Parks & Trails Advisory Committee minutes from the October 20, 2025 meeting for your review and approval.



Parks and Trails Advisory Committee Meeting Minutes October 2025, 2025

1. Call to Order: 3:00 PM

2. Roll Call

Members Present: Matt Withers, Dave Hall, Lisa Bruce

Members Absent: Judy Williams, Meagen Watne, Gordy Holmes

Others Present: Alan Lytton, City Engineer/CP Manager, Kevin Pellham Parks Lead/Engineering Tech

3. Citizen Comments

There were no citizen comments.

4. PTAC Priority List:

At the September meeting committee members were asked to supply their top five projects for Church Creek and Heritage Park. The October meeting members were provided with their priority list and given the opportunity to fine tune the projects. Committee members focused on their top ten projects.

Adjourned:

Meeting was adjourned at 4:20 PM



City of Stanwood Parks and Trails Advisory Committee Staff Report

Item Number: 5.a.
Date: November 17, 2025
Subject: Ovenell Park Rental Agreement Extension
Contact Person: Alan Lytton, City Engineer
Attachments:
1. A. Ovenell_RestorationDetails
2. B. Orca Recovery Day Map
3. C. 2025-011 Puget Sound Public Farms

ISSUE

In 2022, Mr. Davis approached the City with a proposal to create a public farm at the Ovenell Park property. Following this proposal, the City entered into a rental agreement with Puget Sound Public Farms in 2023. Since then, the farm has been actively cultivated, producing thousands of pounds of food that have been donated to the Stanwood Camano Food Bank.

In 2025, the rental agreement was renewed for a three-year term which is set to expire at the end of 2028. The agreement grants non-exclusive use of the property for the cultivation, maintenance, and harvest of fruits, vegetables, and other plants. It also authorizes Puget Sound Public Farms (PSPF) to construct sheds, build a greenhouse, and carry out wetland restoration activities. Before committing additional funds and resources to construction and restoration, PSPF has requested consideration of a longer lease term. Furthermore, the wetland restoration efforts will require the City's long-term commitment to preserving the restored area.

Ovenell Park Proposed Restoration Plan

Developed for the City of Stanwood

Created by: Sara Rocero, Habitat Restoration Project Manager at Snohomish Conservation District

Snohomish Conservation District (SCD) is seeking funding to conduct wetland and riparian restoration at Ovenell Park. Restoration activities will include: Site preparation and maintenance, native shrub and tree planting, agroforestry planting, and noxious weed removal. Below is a list of native trees and shrubs that can be used in the project. This list can be altered by quantity and species, but every funding source for these types of projects requires the planting of conifer trees as they provide the most benefits in terms of water quality and benefits to salmon.

The agroforestry plant list is not included here. However, our agroforester can work with City staff and Andrew to create a list of trees and shrubs that will work on this site.

If this project is approved and funded by the Dept. of Ecology, SCD makes a 10 year commitment to maintain the project site for 10 years after the project is implemented. SCD will utilize grant funding to cover staff time, crew time (for project implementation and maintenance), plants and supplies, all at no cost to the City of Stanwood.

Common Name	Scientific Name	Form	Quantity	Spacing
Douglas fir	<i>Pseudotsuga menziesii</i>	Bareroot	200	12 feet
Shore pine	<i>Pinus contorta</i>	Bareroot	200	12 feet
Sitka spruce	<i>Picea sitchensis</i>	Bareroot	200	12 feet
Western redcedar	<i>Thuja plicata</i>	Bareroot	200	12 feet
Grand fir	<i>Abies grandis</i>	Bareroot	200	12 feet
Cascara	<i>Frangula purshiana</i>	Bareroot	200	10 feet
Beaked hazelnut	<i>Corylus cornuta</i>	Bareroot	200	10 feet
Serviceberry	<i>Amelanchier alnifolia</i>	Bareroot	200	10 feet
Black twinberry	<i>Lonicera involucrata</i>	Livestake/ bareroot	150	6 feet
Willow species	<i>Salix</i> spp. <i>Vaccinium ovatum</i>	Livestake	400	10 feet
Red-osier dogwood	<i>Cornus sericea</i>	Livestake	200	6 feet
Snowberry	<i>Symphoricarpos albus</i>	Bareroot	200	6 feet
Evergreen huckleberry	<i>Vaccinium ovatum</i>	Potted	200	6 feet
Tall Oregon grape	<i>Mahonia aquifolium</i>	Potted/ bareroot	150	6 feet
Nootka rose	<i>Rosa nutkana</i>	Bareroot	200	6 feet
Pacific crabapple	<i>Malus fusca</i>	Bareroot	150	10 feet
Vine maple	<i>Acer circinatum</i>	Bareroot	150	10 feet
Thimbleberry	<i>Rubus parviflorus</i>	Bareroot	150	6 feet
Salmonberry	<i>Rubus spectabilis</i>	Bareroot	150	6 feet
Osoberry	<i>Oemleria cerasiformis</i>		150	

Orca Recovery Day Restoration Area

Untitled layer

Untitled layer



Vegetable Garden



Orca Recovery Day
Restoration Area



RENTAL AGREEMENT

THIS RENTAL AGREEMENT, is made by and between the CITY OF STANWOOD, a municipal corporation of the State of Washington, hereinafter "City," and Puget Sound Public Farms, a Nonprofit Corporation recognized by the State of Washington, hereinafter "Tenant."

1. DESCRIPTION OF PREMISES.

City hereby rents to Tenant and Tenant rents from City based on the terms, covenants and conditions set forth herein, the following-described premises:

A portion of that property described commonly as Ovenell Park located south of SR-532 south from Orchards Nursery and west from Twin City Foods building. Referred to in the Snohomish County Assessor SCOPI as Parcel ID: 32032300401200 and Tax Code Area 00758. Described in property account summary as:

Section 23 Township 32 Range hub 03 Quarter SE & 26-32-03 NE - TH PTN OF FDP LY SLY OF SLY R/W BDY OF ST HWY 1-Y (SR 532): GOVT LOT 4 OF SD SEC 23 EXC TH PTN CONVDYD TOHAYLAND MILL CO INC BY DEED REC VOL 173 PG 358 DEEDS AFN 229933 DAF BEG AT SE COR OF SD LOT 4 TH N78W 211.2FT TH N73W 429FT TH N63W 581FT TO OLD CO RD R/W TH N34E 20FT TH S68E 167.8FT TH N22E 36FT THS61E 57FT TH S66 30E 258FT TH S67 15E 726FT TH S5.2FT TO POB & EXC TH PTN OF SD GOVT LOT 4 LY S OF N 420.38FT & SWLY OF RR R/W INDUSTRIAL SPUR & EXC TH PTN THROF LY WTHN BN INDUSTRIAL R/W SPUR TGWANY ACCRETED PROP ADJ THRTO & N OF NORTHERN LN OF ORD HIGH WATER OF STILLI RIVER (INCL LANDS IN SEC 26 N OF RIVER) PER QT ACT SCC 07-2-01934-9 FILED 3-2-07 SEG'D PER SWD REC AFN 201410060443

Snohomish County Tax Parcel ID 32032300401200 hereinafter the "Rental Premises."

Tenant shall have the non-exclusive right to use the Rental Premises for purposes of establishing, maintaining, and harvesting fruits, vegetables and plants grown on the Rental Premises in the areas shown in Attachment A. Tenant shall have the right to install, at its sole risk and expense, in a location approved by the City, a potting shed which may contain items associated with growing vegetables including but not limited to tools, soil, and fertilizer. Tenant shall not store any of its equipment or property outside the area designated on Attachment A and shall be solely responsible for the security and safekeeping thereof.

2. TERM.

- a. This rental agreement shall be effective from February 28, 2025 to February 28, 2028.
- b. This agreement may be renewed by the parties for additional one-to-three-year terms if approved by the City. Any such renewal shall be reduced to a written addendum and shall be signed by both parties. The tenancy may be terminated by either City or Tenant giving the other party written notice of intent to terminate, which notice must be given at least sixty (60) days prior to the intended date of vacation.

City of Stanwood
2025-011

3. RENT.

- a. Tenant shall pay rent in the amount of \$1.00 (one dollar) per year for the use of the Rental Premises, in advance of the first day of the start of the rental term year.
- b. The City may increase or decrease the rent annually upon at least sixty (60) days written notice to Tenant. Rent shall be paid at: Stanwood City Hall or at such other place as may be designated by City.

4. NON-PAYMENT.

In the event Tenant should fail to pay any installment of rent or any sum due hereunder by the date it is due, the City shall have the right to terminate this Rental Agreement.

5. NSF CHECK CHARGE.

A \$35.00 fee will be charged for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.

6. USE OF PREMISES.

- a. Planting, maintaining, and harvesting fruits, vegetables and plants grown on the Rental Premises including the orchard area as well as the area designated for planting on the map including all activities that aid in the aforementioned activities including but not limited to:
 - i. Modifying the soil to make it suitable for planting
 - ii. Amending the soil with additives that increase the favorability of conditions for plant growth,
 - iii. Incorporating amendments,
 - iv. Removal and prevention of undesirable plants, insects, and diseases through mechanical, chemical, and biologic controls,
 - v. Irrigation.
- b. Providing members of the public hands-on learning experiences on how to grow, maintain, and harvest fruits and vegetables.
- c. Providing members of the public hands-on learning experiences on wetland function and restoration.
- d. Creating a wetland restoration plan in conjunction with organization(s) with professional experience in creating wetland restoration plans in Snohomish County for presentation to the City.
- e. Parking on impervious surfaces on the property.
 - i. Parking shall be limited to a maximum of twenty (20) passenger-size vehicles and one box truck at a time unless prior written consent is given by the City.
- f. Tool and equipment storage in a location designated by the map of the Rental Premises.
- g. Placement, maintenance and use of a portable bathroom which may be kept at the Rental Premises for use by Tenant and affiliates.
- h. Installation of up to eight (8) raised beds for use for growing plants, fruits and vegetables.

- i. Creation of a compost pile for organic matter disposal that shall not exceed in volume fifteen (15) cubic yards.
- j. Tenant shall have the option to pursue a building permit for the construction of a greenhouse, a structure which is defined as a building whose entire structure is coated in clear or semitransparent plastic sheeting and whose purpose is principally to aid in the growing of plants, on the rental property. Should Tenant successfully obtain a building permit for construction of a greenhouse on the rental property, the City shall have the option to approve the construction of a greenhouse. If the City and the Tenant agree upon the construction of said greenhouse, Tenant shall have the right to construct the greenhouse in a safe manner in accordance with the approved building permit. If constructed, it shall be made available for use by Tenant for the duration of this lease agreement.
- k. Tenant will not perform any act or carry on any practices that may damage the Rental Premises or be a nuisance to or menace or injure the public.
- l. Tenant shall exercise all necessary precautions in the use of the Rental Premises to protect the public from injury to persons or property.
- m. This Agreement is for non-exclusive use. Tenant shall have no preference or priority over the public in Tenant's use of the Rental Premises.
- n. Tenant shall treat members of the public with courtesy and respect when using the Rental Premises.
- o. Tenant shall keep all odors produced to a minimum.
- p. Tenant's use of the Rental Premises shall not inconvenience members of the public making joint use thereof.
- q. Tenant shall promptly comply with all state and federal laws and local, ordinances, orders, and regulations now in effect, or as hereafter amended, affecting use of the Rental Premises and their cleanliness, safety, occupation and use.
- r. Tenant shall protect water resources and streams from pollution and/or contamination by properly using agriculturally approved pesticides or herbicides applied by licensed personnel in accordance with all rules and regulations.
- s. Tenant is responsible for cleanup of any pollution caused by any of the activities commenced on the property. An environmental clean-up charge will be assessed for any pollution which must be cleaned up by the City.
- t. Tenant is responsible for appropriate disposal of trash/garbage.
- u. Tenant will have permission to bring partners of the project including but not limited to representatives of partner organizations, board members of the Puget Sound Public Farms (a nonprofit organization created in part to handle the administrative burden of maintaining the project operating at the Premises), and potential partners for purposes of viewing the property in order to aid with decision making for the project. Visits may be conducted at any time during the lease agreement between dawn and dusk and will last no longer than four hours.
- v. All operations under this lease shall be conducted in a manner that will not unreasonably interfere with public use and enjoyment of adjoining lands under the ownership and/or jurisdiction of the City. Necessary precautions will be taken by the tenant to ensure the safety of the public in all phases of operation under this lease.
- w. Upon termination of the Rental Agreement, Tenant shall remove its storage facility and all of its personal property and quit and surrender the Rental Premises in as good a state and condition as it was at the commencement of the Rental Agreement,

- reasonable wear and tear or actions not caused by Tenant and its employees excepted.
- x. Tenant shall keep no more than 5 gallons of fuel at Ovenell Park. A fuel spill kit rated to clean up the fuel shall also be kept on site. User shall be responsible for cleaning up any and all fuel related spills that occur after the start of the lease date and will pay for any costs associated with fuel spills which occur on site. Tenant shall keep no more than one gallon total of pesticides, fungicides, and herbicides on site. All pesticides, fungicides, and herbicides shall be certified for use in organic farming operations and used in accordance with their label. All pesticides, fungicides, and herbicides shall be applied only with a backpack sprayer or other handheld spray device to mitigate pesticide drift. Pesticides, fungicides, and herbicides shall not be applied by Tenant to any area inside a critical area or wetland area as designated by the most recent environmental assessment Tenant shall develop an integrated pest management strategy (IPM) and shall follow the strategy to minimize the need for the use of pesticides.
 - y. Tenant shall keep a record of all pesticides, fungicides, and herbicides applied pursuant to this Agreement, a copy of which shall be provided to the Landlord on an annual basis if requested.

7. CONSERVATION EASEMENT.

Tenant acknowledges that the Rental Premises are subject to a Grant of Conservation Easement from City to Snohomish County governing the use of the property for the purpose of retaining the Rental Premises for open space and passive recreation. Tenant acknowledges receipt of a copy of the easement. Tenant agrees to strictly conform to the terms of said easement, which are incorporated by this reference.

8. UTILITIES.

Tenant shall have the use of water and electric services located at the property at their expense for purposes of cultivating fruits and vegetables. Costs shall be at the rate billed by the City or other provider.

9. ACCEPTANCE OF PREMISES.

Tenant acknowledges that Tenant has examined the Rental Premises and accepts the same in their condition on the date of Tenant's execution of this Rental Agreement.

10. CONDITION OF PREMISES UPON.

- a. Except as provided above, no alterations shall be made to the Rental Premises without prior written consent of the City. Any alterations to the Rental Premises shall, at City's option, become part of the realty and belong to City.
- b. Should Tenant desire to alter the Rental Premises and if City consents to such alterations, then at City's option, such improvements shall be performed by City's employees, or Tenant shall contract with a licensed, bonded and insured contractor approved by City for the construction of such alterations.
- c. All work approved by City shall be done at such times and in such manner as City may from time to time designate. Tenant shall give City written notice five (5) days prior to employing any laborer or contractor to perform work resulting in an alteration of the Rental Premises so that City may post a notice of no responsibility.

- d. In the event the Rental Premises shall at any time during the term of this Rental Agreement become subject to any suit brought to enforce a lien, or any statement or claim of lien is filed to enforce a lien resulting from the furnishing of materials or labor to the Rental Premises contracted for or agreed to by Tenant, Tenant may contest such lien by legal proceedings, but shall nevertheless cause such lien, at its sole cost, to be discharged within thirty (30) days after notice thereof by the substitution therefor of a mechanic's lien release bond, by posting of adequate security for the payment thereof (including all expenses incident thereto), or by such other method as shall be reasonably satisfactory to City.
- e. The equipment stored by Tenant shall be removed by Tenant at the termination of the Rental Agreement, provided that the premises are returned to as good condition as they were prior to the installation of the same. Tenant shall bear the full cost of removing all equipment, tools, and property and shall repair any damage to the Rental Premise. Tenant's obligations to observe or perform this covenant shall survive the expiration or termination of this Rental Agreement. In the event Tenant, with City's permission, does not remove the equipment, tools, and property upon expiration or termination of this Rental Agreement, the equipment, tools, and property shall become the property of the City.

11. INSURANCE/CASUALTY.

- a. Insurance Term

The Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the leased Premises.

- b. No Limitation

The Tenant's maintenance of insurance as required by the Lease shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

- c. Minimum Scope of Insurance

The Tenant shall obtain insurance of the types and coverage described below:

- i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Landlords of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

- ii. Property insurance shall be written on an all-risk basis.

- d. Minimum Amounts of Insurance

The Tenant shall maintain the following insurance limits:

- i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.
- ii. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

e. Other Insurance Provisions

The Tenant's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

g. Verification of Coverage

The Tenant shall furnish the Landlord with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Tenant.

h. Waiver of Subrogation

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

i. Landlord's Property Insurance

Landlord shall maintain during the term of the Lease all-risk property insurance covering the land and buildings.

j. Notice of Cancellation

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

k. Failure to Maintain Insurance

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving five business days notice to the Tenant to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Landlord on demand.

I. Landlord Full Availability of Tenant Limits

If the Tenant maintains higher insurance limits than the minimums shown above, the Landlord shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Tenant, irrespective of whether such limits maintained by the Tenant are greater than those required by this Lease or whether any certificate of insurance furnished to the Landlord evidences limits of liability lower than those maintained by the Tenant.

13. RISK OF LOSS.

All personal property of Tenant kept or maintained at the Rental Premises shall be at the risk of Tenant.

14. INDEMNIFICATION.

- a. City shall protect, hold harmless, indemnify, and defend, at its own expense, Tenant, from any loss or claim for damages of any nature whatsoever, including claims by third parties or by City's employees from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the Rental Premises or relating to this Rental Agreement by City, its appointed or elected officials, officers, assignees, agents, employees, invitees, contractors or subcontractors. If a loss or claim is caused by or results from the concurrent negligence of City, its appointed or elected officials, officers, employees, or agents and the Tenant, this clause shall be valid and enforceable only to the extent of the negligence of the City, its appointed or elected officials, officers, employees, or agents.
- b. Tenant shall protect, hold harmless, indemnify, and defend, at its own expense, the City, its appointed or elected officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the volunteers of the Stanwood Camano Food Bank from which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission on or about the Rental Premises or relating to this Rental Agreement by the Tenant. If a loss or claim is caused by or results from the concurrent negligence of the Tenant and the City, its appointed or elected officials, officers, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Tenant, its officers, employees, or agents.
- c. The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Rental Agreement.

15. MAINTENANCE AND REPAIRS.

- a. City shall be responsible for the maintenance and repair of the Rental Premises excluding all activities directly in service of growing fruits and vegetables or restoring wetlands; provided Tenant shall be responsible for repairing any damage occasioned by Tenant's use of the Rental Premises. If Tenant refuses or neglects to repair any damage occasioned by Tenant's use of the Rental Premises to the reasonable satisfaction of City as soon as reasonably possible after written demand, City may make such repairs and do required maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's fixtures or other property, and upon completion

thereof, Tenant shall pay City's costs for such work, plus 15% for overhead, together with 12% per annum interest from the date City tenders Tenant an invoice for such work to the date of payment.

- b. No compensation shall be made to or claimed by Tenant from City by reasons of inconvenience, annoyance or other concerns arising from the making of repairs to or maintenance or alteration of the Rental Premises. City reserves the right to perform maintenance and make repairs and alterations when and where the same may be deemed by City to be necessary. Nothing herein contained shall be construed as an agreement on the part of the City to make any repairs or alterations becoming necessary, in the reasonable opinion of City, due to negligence of Tenant, its officers, employees, or agents.

16. SIGNS.

Tenant shall have the option to apply for permits to erect signs advertising the Puget Sound Public Farms on the Rental Premises of a size and design acceptable to City at its sole discretion. Any signs not in conformity with this Rental Agreement may be removed and destroyed by City.

17. ENTRY BY CITY.

City and its employees, elected officials, agents and contractors shall have the right to enter the Rental Premises at any time for any purpose including, but not limited to, inspecting the same and maintaining the Rental Premises, or for the purpose of making repairs, alterations, or additions to any portion of the Rental Premises, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of no responsibility for alterations, additions or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Rental Premises thereby occasioned. Upon request Tenant shall permit City entry to its storage facility for purposes of inspecting the same.

18. TAXES.

- a. City shall be responsible for all real property taxes and assessments levied or assessed against the Rental Premises by any governmental entity, including any special assessments imposed on or against the Rental Premises for the construction or improvement of public works in, on or about the Rental Premises; provided, however, that Tenant shall conduct no activity on the Rental Premises nor place any articles on the Rental Premises that will increase the real property taxes levied or assessed against the Rental Premises.
- b. Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Rental Agreement upon Tenant's fixtures and personal property installed on or located in the Rental Premises.
- c. Tenant agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Except as provided in paragraph 3 above, such taxes shall be due and payable at the time the same are levied or assessed.

19. ABANDONMENT.

If Tenant shall abandon, vacate or surrender the Rental Premises, or be dispossessed by

process of law, or otherwise, any personal property belonging to Tenant and left on the Rental Premises shall, at the option of the City, be deemed abandoned.

20. CASUALTY; REBUILDING; CONDEMNATION.

- a. In the event of damage to the Rental Premises other than under the circumstances described in the preceding section, the City may or may not repair the Rental Premises at their sole discretion. Until the Rental Premises are repaired and put in a good and tenantable order, the rents herein provided for, or a fair and just proportion thereof according to the nature and extent of the damage sustained, shall be abated until the Rental Premises have been restored to a good and tenantable condition as they were before such damage or destruction.
- b. In the event that the Rental Premises are not usable as contemplated in this agreement for over ninety (60) days due to the damage, either the City or Tenant shall have the right to terminate this Rental Agreement.
- c. If any part of the Rental Premises shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, Tenant shall have no claim or interest in or to any award of damages for such taking. If such taking materially reduces the usefulness of the Rental Premises for the purposes for which it is rented, then Tenant shall have the option of terminating this Rental Agreement.

21. ASSIGNMENT AND SUBLETTING.

Tenant shall not sublease, sublet or assign the Rental Premises, or any portion thereof, except by the written permission and consent of City, in City's sole discretion. This Rental Agreement shall not be assignable by operation of law.

22. INSOLVENCY OF TENANT.

The (a) appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or (b) a general assignment by Tenant for the benefit of creditors, or (c) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall, if any such appointments, assignments or action continues for a period of thirty (30) days, constitutes a breach of this Rental Agreement by Tenant, and City may at its election without notice, terminate this Rental Agreement, and in that event be entitled to immediate possession of the Rental Premises and damages as provided below.

23. TENANT DEFAULT.

- a. If Tenant shall fail to perform any of the covenants and agreements herein contained (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other legal or equitable proceedings that have or might have the effect of preventing the Tenant from complying with the terms of this Rental Agreement), then City may cancel this Rental Agreement upon giving the notice required by law, and re-enter said premises. Notwithstanding anything contained herein to the contrary, City shall provide written notice of default and allow Tenant a ten (10) day period to cure.
- b. If City must commence an unlawful detainer action to seek restitution of the rental premises as a result of Tenant's default in the payment of rent, City shall be entitled to judgment in the amount of double the rent due at the time of judgment pursuant to RCW 59.12.170.
- c. In the event of any entry in, or taking possession of, the Rental Premises, City shall have the right, but not the obligation, to remove from the Rental Premises all personal

property located thereon and may place the same in storage at a public warehouse, at the expense and risk of the owners.

- d. If at any time City waives any breach or default, or any right or option, such waiver shall not be construed to be a waiver of any other right or option, or any other past, existing or future breach or default.
- e. In the event Tenant is in default on any provision of this Rental Agreement and City seeks the services of an attorney to enforce such provision in default, City shall be entitled to recover all attorney's fees and costs expended in such enforcement, including the cost of preparation and service of all notices, and such fees, costs and expenses shall constitute additional rent due hereunder.

24. CITY DEFAULT.

In the event City shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Rental Agreement on its part to be performed or observed within 30 days after Tenant's written notice to City (or if more than 30 days shall be required because of the nature of the breach, if City shall fail to proceed diligently to cure such breach after notice), then, in that event, Tenant shall have the right to cure any such default at Tenant's expense. In the event City fails and refuses to cure its default and Tenant is unable to remedy City's default, Tenant shall have the option of terminating this Rental Agreement upon 30 days written notice to City.

25. ATTORNEY FEES.

In the event of any legal action or proceeding between the parties hereto, each party shall be responsible for its own attorney fees. This Rental Agreement shall be governed by the laws of the State of Washington. The venue for any dispute related to this Rental Agreement shall be Snohomish County, Washington. Should City be named as a defendant in any suit brought against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to City its cost and expenses incurred in such suit, including reasonable legal fees.

26. NOTICES.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Rental Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

TENANT:

Puget Sound Public Farms, Andrew Davis
2221 145st NW
Marysville, WA 98271
Telephone: (425)512-6885
Email: Andrewd.pspf@gmail.com

CITY:

City Administrator
City of Stanwood
10220 270th Ave NW
Stanwood, WA 98292

or at such other address as either party designates by written notice to the other party. All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed.

27. NO WAIVER OF COVENANTS.

No waiver shall be implied from an omission by either party to take any action related to breach of any covenant, term, or condition of this Rental Agreement. The acceptance by City of rent with knowledge of the breach of any of the terms, conditions, or covenants of this Rental Agreement by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term, or condition of this Rental Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

28. DELAYED POSSESSION.

In the event of the inability of City to deliver possession of the Rental Premises for any reason whatsoever at the time of the commencement of the term of this Rental Agreement, neither City nor its agents shall be liable for any damage caused thereby, nor shall this Rental Agreement thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Tenant shall not be liable for any rent until such time as City can deliver possession, and in the event that possession is delayed over ninety (90) days, Tenant shall have the right to terminate this Rental Agreement.

29. SUCCESSORS AND ASSIGNS.

The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this Rental Agreement permit, assigns of the parties hereto. The words "City" and "Tenant" and their accompanying verbs or pronouns, wherever used in this Rental Agreement, shall apply equally to all persons, firms or corporations which may be or become parties to this Rental Agreement.

30. RULES.

Tenant agrees to abide by the rules and regulations governing the operation of the Rental Premises which may be made by City from time to time, and will use reasonable methods to induce its employees, contractors and agents to observe the same.

31. SUBORDINATION.

Tenant agrees that this Rental Agreement shall be subordinate to any mortgages or deeds of trust that are now or may hereinafter be placed upon the Rental Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof: provided the mortgagee or beneficiary named in said mortgages or deeds of trust shall agree to recognize this Rental Agreement in the event of foreclosure if Tenant is not in default. Within fifteen (15) days after written request from City, Tenant shall execute any documents that may be necessary or desirable to effectuate the subordination of this Rental Agreement to any such mortgages or deeds of trust.

32. TIME.

Time is of the essence for this Rental Agreement.

33. ENTIRE AGREEMENT AND AMENDMENTS.

This Rental Agreement contains all of the agreements between the parties with respect to any matter covered or mentioned in the Rental Agreement, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this Rental Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this Rental Agreement.

IN WITNESS WHEREOF City and Tenant have executed this Rental Agreement.
Individuals signing on behalf of a principal warrant that they have the authority to bind their principals.


DATED February 27, 2025

CITY OF STANWOOD, Landlord

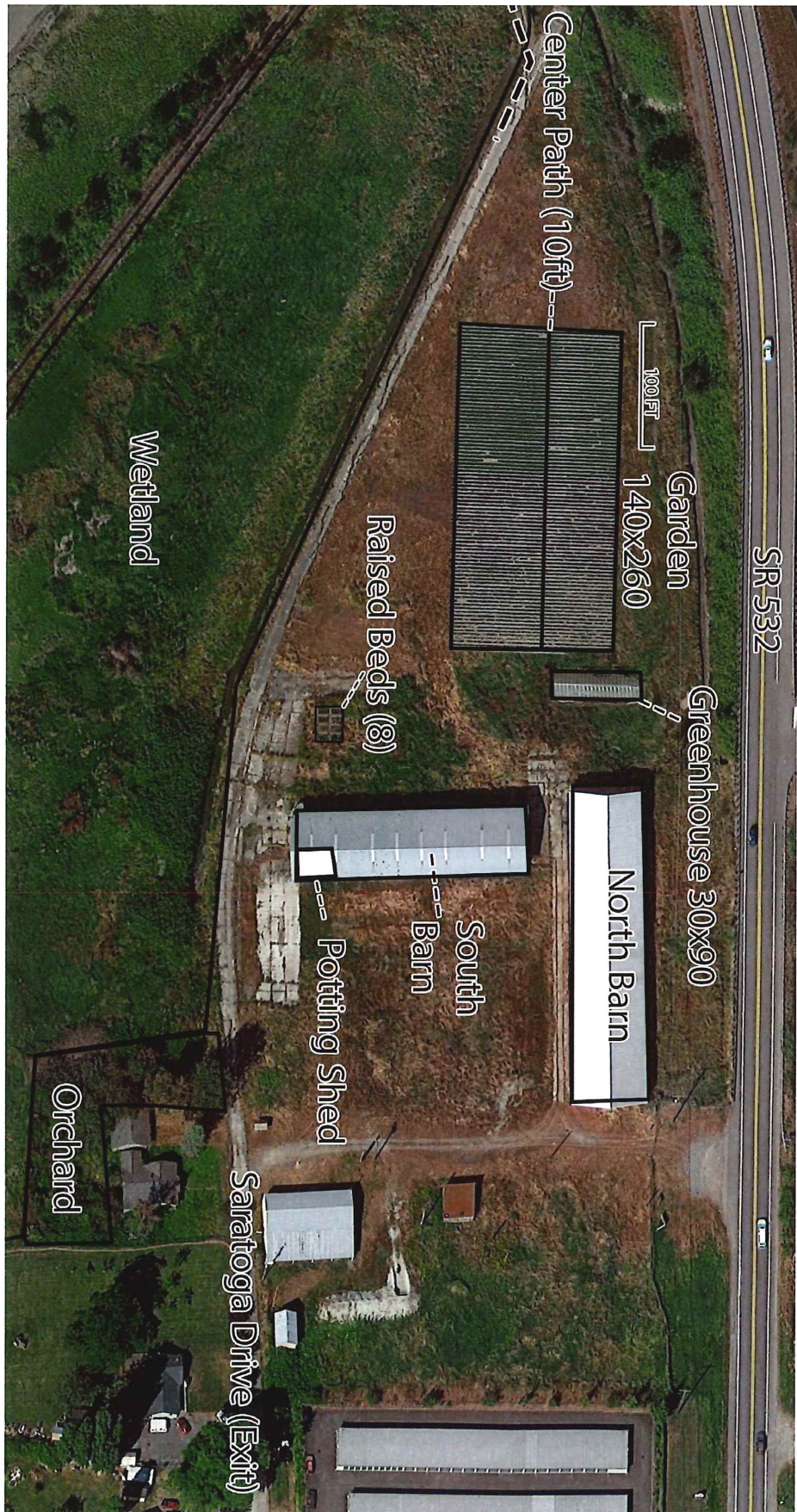
By 
SID ROBERTS, Mayor

DATED 2/3/2025

PUGET SOUND PUBLIC FARMS, Tenant

By 

ANDREW DAVIS, Board of Directors
President





City of Stanwood Parks and Trails Advisory Committee Staff Report

Item Number: 5.b.
Date: November 17, 2025
Subject: Art: Troll Installation Request
Contact Person: Alan Lytton, City Engineer
Attachments: None

ISSUE

The Daughters of Norway, a local nonprofit, have expressed interest in funding the design, creation, and installation of a large-scale Thomas Dambo Troll sculpture in Stanwood. The intent is to celebrate the region's Scandinavian heritage, promote sustainability through art, and enhance tourism and public engagement in Stanwood.

The Daughters of Norway would cover the cost of the project, including fabrication, installation, and coordination with the artist. The City's role would be to provide location approval, site preparation assistance (if needed), and long-term maintenance oversight.

Thomas Dambo is a world-renowned Danish artist known for creating giant trolls made from recycled and reclaimed wood materials. Each troll is site-specific and designed to reflect local culture, environment, and community stories. The sculptures are intended to inspire curiosity, environmental stewardship, and outdoor exploration.

Thomas Dambo's trolls are installed in over 20 countries and across the United States.

Local examples include but are not limited to:



Bainbridge Island, WA – “Pia the Peace Keeper”



Issaquah, WA – “Jakob Two Trees”



Vashon Island, WA – “Oscar The Bird King”



Portland, OR – “Ole-Bolle”



Vashon Island, WA – “Frankie Feetsplinter”

Each troll is unique to its community and often integrated into local storytelling or trail systems.

DISCUSSION

City staff and the Daughters of Norway worked together to assess a few potential locations, with Heritage Park being the Daughters of Norway's first choice for the following reasons:

- **Port Susan Trail** – Originally preferred, but ruled out due to shoreline regulations and mitigation requirements
- **Raplee Property** – Considered, but lacks adequate parking and established trails. The artist prefers sites that offer parking and opportunities for walking and exploration.
- **Heritage Park** – Identified as the preferred site, due to its central location, existing parking, and established walking trails.
- **Church Creek Park** – Identified as a backup location, offering similar visitor accessibility.

If a site is approved by City Council, then the Daughters of Norway will complete an official application to the artist. There are several benefits to having a Thomas Dambo Troll in Stanwood, which include:



City of Stanwood Parks and Trails Advisory Committee Staff Report

Item Number: 5.c.
Date: November 17, 2025
Subject: Art Project Narrative - Depot Park
Contact Person: Alan Lytton, City Engineer
Attachments: None

ISSUE

The City of Stanwood purchased a 0.11-acre parcel on the eastern edge of Stanwood's main street business district and near the Amtrak train station for an urban business district park and entry point for visitors arriving by train.



The City acquired the downtown park site as part of the Twin City Mile Downtown Revitalization Project, envisioning the creation of an urban, hard-surfaced park that would serve as a welcoming space for shoppers and visitors to pause, relax, and enjoy their surroundings.

A key feature of Depot Park will be the inclusion of a public art piece designed to complement and enhance the urban park concept described herein.

Park Design:

City Council approved the park's concept plan on June 7, 2024, and allocated funding for the final design and construction in the 2025–2026 budget. Key elements of the park include:

- A combination of covered and open seating areas for relaxation and socializing;
- A multi-purpose shelter that can function as a picnic area, performance stage, or event space;
- A signature art feature;
- Wayfinding signage; and
- Dedicated space for the holiday tree.

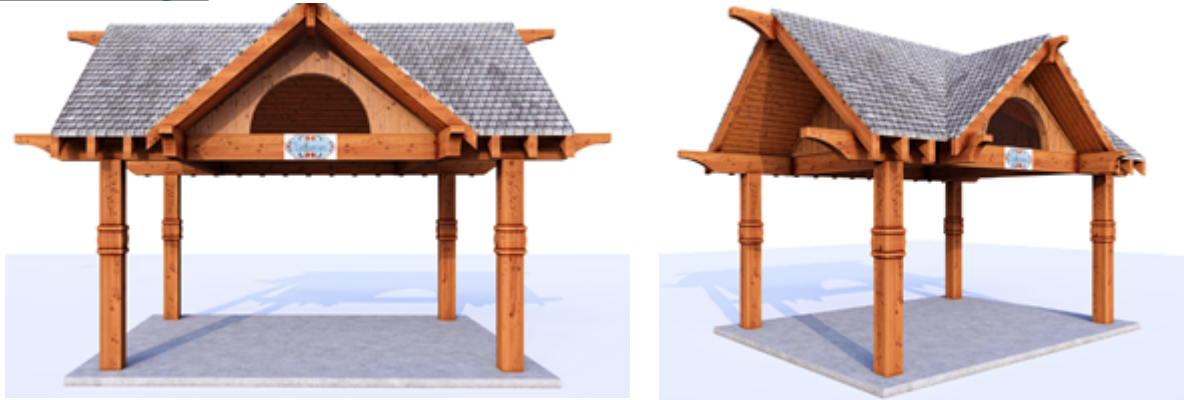
The overall intent of the project is to establish a vibrant and welcoming downtown space that supports and complements the business district and provides a functional community gathering space.

Depot Park Layout Plan



The Depot Park design pays homage to several defining themes of Stanwood, reflecting the city's historic Norwegian heritage through the shelter's architectural style and honoring Stanwood's early history. The design also complements the Twin City Mile by incorporating brick pavers as the primary hard surface material.

Shelter Design:



Art Piece Location



*** Location of Art Feature**

The art feature will be prominently located at the southwest corner of the park, adjacent to 271st Street, along “Main Street.” Positioned at this key entry point, the artwork will serve as a welcoming landmark for visitors, shoppers, and community members alike.

The graphics below illustrate the proposed location of the art piece, identified in the renderings by the area shown in green Astroturf. This area marks the designated site within Depot Park where the artwork will be installed.



Sketch Up View:
Looking North From
271st Street



Sketch Up View:
Looking South From
the Back Parking
Lot



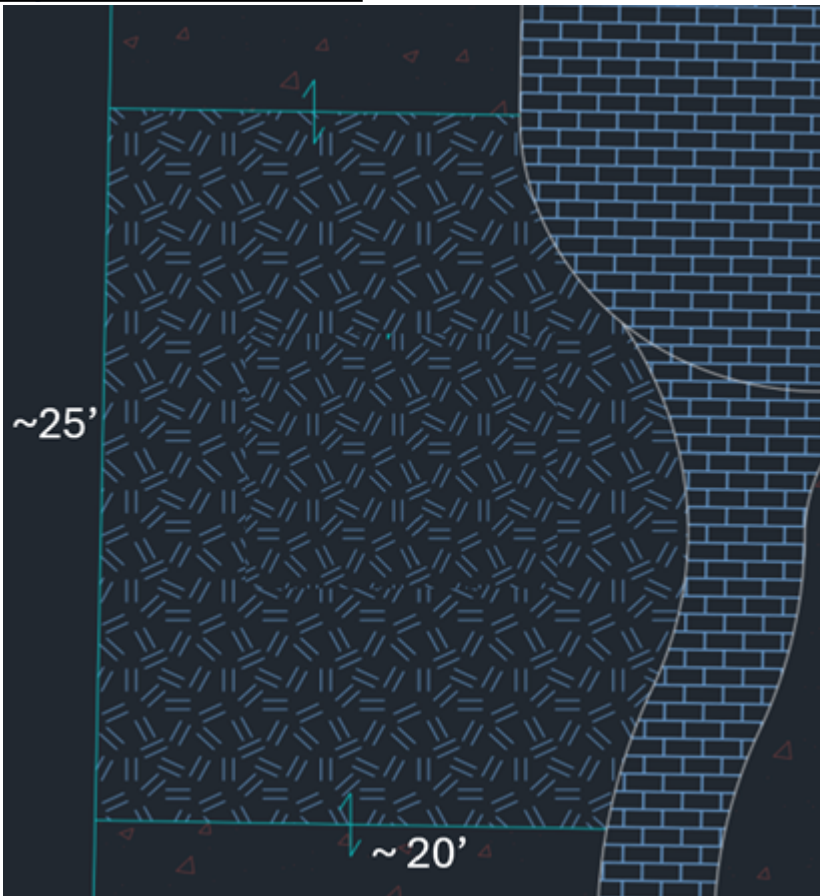
Sketch Up View:
Looking West From 84th
Avenue

Project Vision:

Designed to draw attention and invite exploration, the piece will embody the character of Stanwood's downtown, reflecting both its cultural heritage and the City's vision for a vibrant, connected community space. As part of the park's entry experience, the art will help create a sense of arrival and contribute to the overall identity of Depot Park as a gathering place for all.

The Depot Park art piece will serve as a signature element within the downtown public space, thoughtfully scaled to complement its surroundings and enhance the park's welcoming character. Design should be both visually engaging and approachable, the artwork will invite interaction and encourage visitors to explore, touch, and experience it up close.

Project Area Dimensions:



The designated area for the art piece measures approximately **20 feet by 25 feet**, totaling around **475 square feet**. The artwork must be designed to fit comfortably within these dimensions while maintaining ADA-compliant access around its perimeter. This ensures that the installation remains accessible and inclusive for all visitors, allowing unobstructed circulation throughout the park.

Themes:

The proposed art piece should honor and celebrate the spirit of Stanwood by reflecting themes that connect to the city's history, rural roots, and cultural heritage. Artists are encouraged to explore interpretations that acknowledge Stanwood's agricultural traditions, its close relationship with the natural environment, and its historic Norwegian influences. The artwork should convey a strong sense of place and be family friendly, recognizing the city's past while complementing its vision for a vibrant and welcoming downtown.

Materials:

The artwork should be designed with durability, safety, and long-term maintenance in mind, appropriate for a permanent outdoor installation in a public park setting. Materials must withstand the Pacific Northwest climate, including rain, sun exposure, and seasonal temperature changes. The piece should be securely installed and constructed to prevent climbing hazards or sharp edges.

Artists are encouraged to consider how the public will experience and interact with the work. The piece may invite touch or engagement while maintaining accessibility and clear pedestrian circulation. Proposals should also demonstrate sensitivity to the park's existing design features and complement the surrounding landscape, architecture, and pedestrian flow.

Selection and Approval Process:

Selection Criteria

Artists or artist teams will be evaluated based on the following criteria:

- Artistic excellence and originality – Demonstrated ability to create visually compelling, conceptually strong, and contextually relevant artwork.
- Relevance to theme – How well the proposed concept reflects Stanwood's history, rural roots, cultural heritage, and community identity.
- Quality and durability of materials – Suitability of materials for long-term outdoor display, safety, and minimal maintenance.
- Integration with site – Compatibility of the design with Depot Park's layout, aesthetics, and pedestrian flow.
- Community connection – Potential of the artwork to engage, inspire, and resonate with residents and visitors.
- Interaction – Opportunity for the community to interact with the artwork, explore, touch, and experience it, up close.
- Professional experience – Past success with similar public art projects, including ability to meet budgets, timelines, and technical requirements.

Submission Requirements

Interested artists or artist teams are invited to submit the following materials for consideration:

- Letter of Interest (1–2 pages) describing your artistic approach, interest in the project, and how your work aligns with the themes of Stanwood's history and community identity.
- Concept Proposal including preliminary sketches, renderings, and written descriptions illustrating your design intent and vision for the site.
- Resume or CV highlighting relevant public art experience.

- Portfolio of previous work, including title, medium, dimensions, location, and year completed.

Submissions must be received by the stated deadline and should comply with all formatting and file-size requirements outlined in the full call for artists.

Review Process:

The City of Stanwood will commission the Depot Park artwork through the Stanwood Camano Arts Advocacy Commission (SCAAC). SCAAC will be responsible for preparing and issuing the Call for Artists, managing all aspects of the artist selection process, and coordinating communication throughout the review stages. This includes managing submission requirements, responding to artist inquiries, conducting the initial evaluation of proposals, and providing recommendations to the City.

The selection and design review process will include the following steps:

1. Review of Artist Submittals and Qualifications – Evaluation of applicants' experience, artistic merit, and compatibility with the project goals.
2. Review of Concept Design – Assessment of proposed themes, materials, and design intent for alignment with the Depot Park vision.
3. Selection of Artist – Formal recommendation of the artist or artist team to move forward with design development.
4. Review of Preliminary Design – Consideration of refined design concepts, materials, and site integration details.
5. Approval of Final Design – Final review for consistency with project objectives.

Following these reviews, the Economic Development Board will evaluate SCAAC's recommendations and make a formal recommendation to the City Council to either approve, modify, or reject the proposed design. City staff will then forward this recommendation to the Council for final approval. If the City Council rejects the proposed design, SCAAC will provide a second artist and design recommendation to the Economic Development board.

Budget:

A total budget of \$50,000 has been allocated for the design, fabrication, and installation of the public art piece at Depot Park. This amount is all-inclusive and must cover all costs associated with the project, including the artist's design fee, materials, fabrication, engineering, transportation, installation, insurance, permits, structural engineering, travel, and any other related expenses. No additional funds will be available beyond this amount. Artists should ensure that their proposals are realistic and achievable within the stated budget.

Schedule:

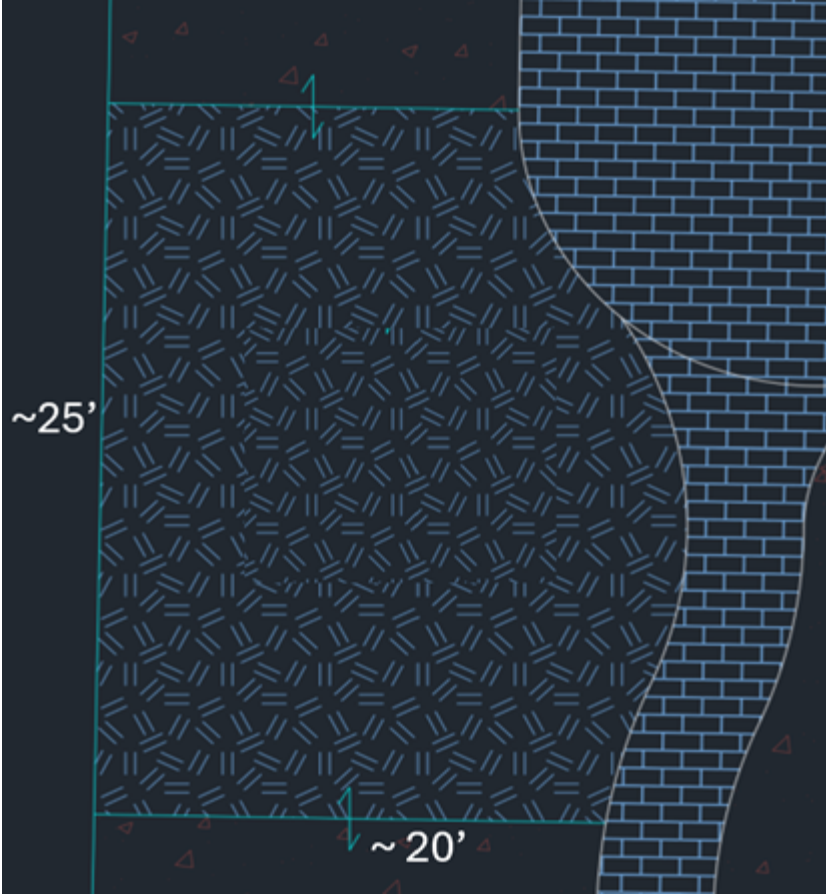
Task:	Date:
Call for Artist	November 15, 2025-January 2, 2026
Artist & Design Preliminary Selection (SCAAC)	January 2026
Economic Development Board Review	January 2026
City Council Acceptance	February 2026
Council Committee Review (preliminary design)	Early March 2026
Final Design Review	April 2026
Fabrication	April – September 2026
Installation	October 2026





- ① RAISED SEATING AREA AND PLANTING
- ② HISTORIC PHOTO BOARDS
- ③ PARK SIGNAGE
- ④ PAVER PLAZA & WALK
- ⑤ COVERED AREA W/ ELECTRICAL
- ⑥ FLAT CHILDREN PLAY AREA
- ⑦ RAISED SEATING W/ PAVER BUFFER & HOLIDAY TREE AREA
- ⑧ CONCRETE PLAZA & WALK
- ⑨ RAISED SEATING AND PLANTER W/ PAVER BUFFER
- ⑩ FLAT PAVER AREA W/ COVER SUN SAIL







*** Location of Art Feature**







City of Stanwood Parks and Trails Advisory Committee Staff Report

Item Number: 5.d.
Date: November 17, 2025
Subject: Downtown Art Project Narrative
Contact Person: Alan Lytton, City Engineer
Attachments: None

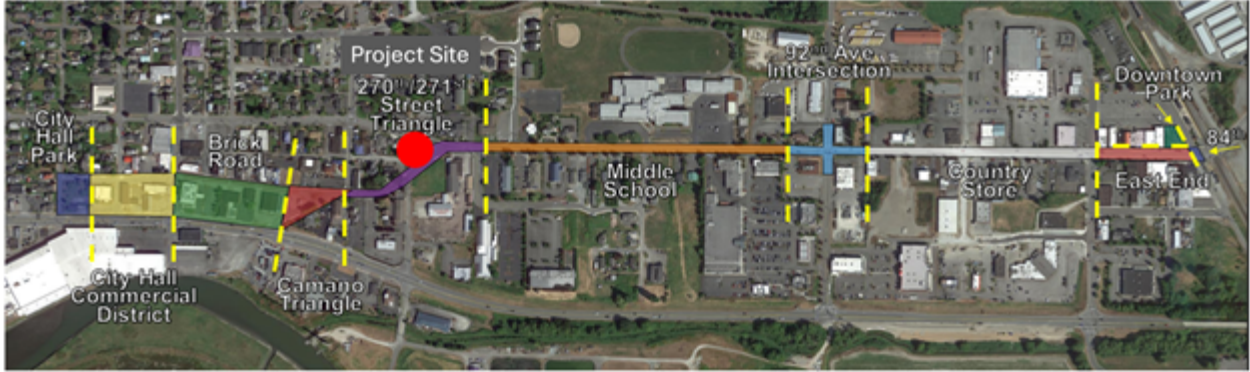
ISSUE

The City of Stanwood has launched the Downtown Art Project, to be located on City-owned property at the west end of town where 271st and 270th Streets converge, on property commonly known as the “Raplee” property. This site is part of the Twin City Mile Downtown Revitalization Project, which envisions an urban, hard-surfaced plaza serving as a welcoming gateway to the west end shopping district.

Project Location



Twin City Mile



Currently, the property is undeveloped and will undergo a future soil remediation cleanup action. The goal of the art project is to celebrate Stanwood and its West End while enhancing the beauty of the Twin City Mile. Because the timing of the cleanup action is unknown, the art piece must be designed for easy removal and reinstallation without compromising its design or integrity. In addition, as the funding for the park's design and construction has not yet been secured, there is potential that the artwork may need to be relocated twice, first during the cleanup process and potentially again during park development.

Street View of Property



Staff anticipates that, prior to the installation of the artwork, the existing chain-link fence will be removed, and the site will be mowed and maintained by the City's Public Works Department.

Art Piece:

The proposed art piece will be a small-scale installation designed to fit within an approximate 10 x 25 foot area. The artwork may take the form of either a mural mounted on a post or a compact, three-dimensional sculpture. The piece should be

constructed of durable, weather-resistant materials suitable for outdoor display in the Pacific Northwest climate.

Given the site's future development and potential construction phases, the artwork must be designed for relocation, allowing for removal and reinstallation without compromising its integrity or aesthetic quality. The design should reflect the spirit of Stanwood and the character of the West End, contributing to the beautification and identity of the Twin City Mile corridor.

The piece should invite physical interaction—encouraging visitors to touch, explore, and pose for photographs. Possible concepts include a small sculptural element incorporating reflective or textured surfaces, or a mural-mounted structure that frames visitors for photos. The design should be approachable and visually appealing from multiple angles, serving as both a standalone artistic feature and a community landmark.

Non-Surveyed Site Dimensions And Project Location.



Design Theme:

The City envisions an interactive and visually engaging art installation that encourages public interaction and becomes a defining focal point within the west end of the Twin City Mile corridor. This installation should capture the spirit of creativity, community, and connection, enhancing the pedestrian experience and contributing to the area's cultural identity. To inspire innovative proposals, the City offers several conceptual ideas as a starting point. However, these suggestions are not exhaustive. Artists are encouraged to exercise creative freedom and imagination to design a distinctive, meaningful, and original piece that complements the character and vision of the space.

- “Welcome to Stanwood” Decorative Sign
- Interactive Sculpture
- Native American Art Theme Supporting Stanwood’s Past
- Other Ideas that Celebrate The Historic West End

Each of these potential concepts aligns with the project’s goals of celebrating Stanwood’s character, enhancing downtown beautification, and creating an inviting public space where residents and visitors can gather, interact, and share their experience.

Budget:

A total budget of \$15,000 has been allocated for the design, fabrication, and installation of the public art piece at Depot Park. This amount is all-inclusive and must cover all costs associated with the project, including the artist’s design fee, materials, fabrication, engineering, transportation, installation, insurance, travel, and any other related expenses. No additional funds will be available beyond this amount. Artists should ensure that their proposals are realistic and achievable within the stated budget.

Schedule:

The project needs to be installed by the end of 2026.



