

1. Agenda

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AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, January 11, 2018 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PRESENTATIONS**
 - a. Oath of Office Administered by Judge Kristen Olbrechts
 - i. Mayor
 - ii. Position 1
 - iii. Position 2
 - iv. Position 7
- 4. STAFF REPORTS**
 - a. Police Compstat Report – November 2017
 - b. Library Board Meeting Minutes – December 11, 2017
- 5. COMMITTEE REPORTS**
 - a. Public Safety
- 6. CITIZEN COMMENTS**
- 7. APPROVAL OF THE AGENDA**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve December 14, 2017 Regular Meeting Minutes
 - c. Authorize the mayor to sign a contract with Ian Gleadle for Photography Services
 - d. Authorize the mayor to sign Amendment No. 1 to the Snohomish Regional Drug and Gang Task Force
 - e. Approve Mayor Kelley's appointment to Community Transit Board 2018-2019
 - f. Approve the mayor's appointments and re-appointments to PTAC
 - g. Approve the mayor's appointments and re-appointments to the Planning Commission
- 9. NEW BUSINESS**
 - a. Elect Mayor Pro Tempore
 - b. Council Committee Selection
 - c. Set 2018 Council Calendar
- 10. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Student Advisor's Report
 - d. Councilmember Reports/Questions
- 11. CITIZEN CLOSING COMMENTS**
- 12. ADJOURN**

Upcoming Meetings:

January 25, 2018 Regular Meeting
February 8, 2018 Regular Meeting
February 22, 2018 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 4a
DATE: January 11, 2018
SUBJECT: Police November 2017 Compstat Report
CONTACT PERSON: Peggy Girard, Police Records Clerk
ATTACHMENTS: A – November 2017 Compstat Report

SUMMARY STATEMENT

Attached is the November 2017 Compstat Report for council review.

Stanwood Police Department

November 2017

Administrative Personnel

Chief Norm Link

Sergeant Greg Sanders

Peg Girard – Stanwood City Employee

Amanda Slattery – Stanwood City Employee

Operational Personnel

	Assigned	Vacancies	Percentage
Sergeants	2	0	100%
MPD	0	0	N/A
Deputies	6	0	100%
SRO	1	0	100%
Detectives	1	0	100%
Total	10	0	100%

Area of Operation

The City of Stanwood contracts its police services through the Snohomish County Sheriff's Office. The population for Stanwood is currently 6,635, however due to the makeup of the community the service population is 40,000+. Stanwood's city limit encompasses 2.8 square miles.



COMPSTAT REPORT

Type of Crime	November 2017	Year To Date 2017	November 2016	Year to Date 2016
Homicide	0	0	0	0
Rape	0	2	1	2
Robbery	0	3	0	3
Assault	2	45	2	39
Burglary	1	26	7	28
Larceny	7	134	23	183
Motor Vehicle Theft	0	20	3	12
General	November 2017	Year To Date 2017	November 2016	Year to Date 2016
Calls for Service (Incidents)	676	7920	547	6751
Case Reports	54	644	75	571
Traffic Collisions	13	100	12	122
Arrests (Adult/Juvenile)	21	213	17	200
Drug Arrests	2	26	N/A	N/A
Warrant Arrests	3	31	N/A	N/A
Impaired Driving Arrests	4	17	0	9
Infractions Issued	13	176	6	122
Public Disclosure Requests	38	372	30	394
Concealed Pistol Licenses	35	421	42	534
Fingerprinting & Approx. timeframe	33 @ 8.25hrs	388 @ 100 hrs	34@8 ½ hrs	385@100 ¾ hrs

City Collisions for November 2017

Date	Case Number	Location	H & R	Injured	Reason
11/2/2017	2017-7307	27200 block Pioneer HWY			Inattentive
11/8/2017	2017-7478	7900 block 284th ST NW			Failure to obey traffic control
11/9/2017	2017-7473	27100 block 72nd Ave NW			Improper backing/Inattentive
11/13/2017	2017-7580	26700 block 72nd Ave NW	x		Hit & Run
11/14/2017	2017-7611	7600 block 272nd ST NW			Improper backing/Inattentive
11/15/2017	2017-7615	28000 block 68th AVE NW			Failure to obey traffic control
11/18/2017	2017-7685	9200 block SR 532			Driving Under the Influence
11/20/2017	2017-7721	7600 block 276th ST NW		x	Inattentive
11/25/2017	2017-7826	8800 block 271st ST NW			Failure to yield
11/25/2017	2017-7831	7200 block SR 532			Driving Under the Influence
11/26/2017	2017-7844	10000 block SR 532			Failure to yield
11/27/2017	2017-7859	7200 block 267th ST NW			Failure to use turn signal
11/30/2017	2017-7921	7200 block 265th ST NW			Inattentive

Stanwood School Dist. Resource Officer (SRO) Activity Report.

November 2017

ACTIVITY	SHS	PSMS	SMS	CES	SES	TCE	EBE	UBE	LHHS
Administrative	47	1							2
Arson									
Assault	1								
Bomb Threat									
Burglary									
Collision	1								
Counseling	13	2							1
CPS Referral									
Crisis Planning									
Felony VUCSA									
Fight									
Harassment	1								
Mal Mis									
Marijuana									
Mental Health									
MIP	1								
Paraphernalia									
Public Assist	2								
Runaway									
Sexual Assault									
Suspicious									
Teaching	2								
Theft	1								
Trespass									
Violation of Order									
Warrant									
Weapons									



SRO REPORT



November 2017

NOVEMBER EVENTS



November is a month with several no school days. This is due to Veterans Day, conferences, and the Thanksgiving Holiday.

There were not very many incidents that occurred in November due to the shortened month. The normal incidents were dealt with concerning harassment and bullying that were handled without criminal action being taken.

One collision was investigated involving a speaker at the Veteran's Day assembly. The veteran entered the lower back parking lot and did not realize one exit is blocked with a gate. The veteran ran into the gate knocking it off the hinges on to his vehicle. The veteran then backed up and collided with a student's vehicle. There were no injuries and the veteran was able to give his presentation in 4 different assemblies. The veteran fought in World War II and was well received by the students.



One incident involving alcohol was investigated at Stanwood High School. This incident involved a student consuming vodka while at school. The student received school discipline and was referred to NYC to have MIP charges filed.

A peer support student that was helping in a PE class was assaulted, she was grabbed by a student in the PE class. The incident was investigated and no charges were filed due to competency issues with the suspect.



DETECTIVE REPORT



November, 2017

AM/PM Robbery Investigation Update



In This Issue

- AM/PM Robbery Investigation Update
- Vehicle Prowl Investigation Update
- Focus on Offenders

On 03-14-17 at about 0547 hours two males entered the AM/PM store located at 26930 104 DR NW, Stanwood, armed with a revolver and rifle and demanded money from the clerks. Both males were wearing masks and hooded sweatshirts, with the hoods pulled over their heads. The male wearing a white sweatshirt was wearing a glove on the hand holding the revolver. The second male was wearing a blue sweatshirt. The male in white sweatshirt took money from the clerk and placed it in a backpack before fleeing the store on foot. The second male demanded cigarettes before he fled the store on foot a short time later.

In June of 2017 Detective Martin received a tip through social media that a certain individual was involved in the robbery. Detective Martin was unable to contact the person who left the tip.

In August of 2017 the Mount Vernon Police Department contacted a male during a homicide investigation. The male suggested that the same person named in the social media tip received by Detective Martin in June, was responsible for the Stanwood AM/PM robbery.

In October of 2017 the named suspect provided a statement to the Mount Vernon Police Department reference his and a partner's involvement in the Stanwood AM/PM robbery in March of 2017.

One of the subjects is expected to plead guilty to the robbery in Stanwood. The second subject has been contacted and retained an attorney.

Keep your valuables and purchases concealed or covered during the holiday shopping season and try to have packages delivered when someone is home to receive them. Most of our theft from vehicles involve entry through an unlocked door. Criminals will be focusing on valuable purchases left in cars and have been known to follow Fed-Ex and UPS around to steal packages after they are delivered to a home.

Vehicle Prowl Suspect Identified

During the early morning hours of 09-20-17 a wallet was stolen from a vehicle in the 27000 block of Village Place NW, Stanwood. The victim's credit cards were used at three different Walmart stores in the Marysville/Arlington area and at the Fred Meyer store in Snohomish.

Video obtained from the associated Walmart stores revealed that two male subjects and one female subject were associated with the use of the victim's stolen credit/debit cards. The male subjects appeared to be operating together and went to different stores than the female.

Video was obtained from the Fred Meyer store, where one of the male subjects was observed entering a number into the keypad at the self-check register during his use of the victim's credit card. A copy of the receipt revealed that the number the subject entered was associated with a Fred Meyer Rewards card.

Detective Martin obtained a search warrant for information associated with the Rewards card account holder. The account holder was identified as a male with an address in Marysville. The male's Department of Licensing photo appears to match one of the subjects shown in the videos mentioned above.

Detective Martin is currently attempting to locate the identified male.

Focus on Offenders



A teenage male offender recently pleaded guilty in two burglary cases involving Stanwood businesses. The teen received nine months of probation and is currently living/working in Stanwood.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 4b
DATE: January 11, 2018
SUBJECT: December 11, 2017 Library Board Meeting Minutes
CONTACT PERSON: Sue Mancer, Secretary
ATTACHMENTS: A – Minutes of the December 11, 2017 Library Board

SUMMARY STATEMENT

The December 11, 2017 Library Board meeting minutes are attached for council review.

STANWOOD LIBRARY BOARD MINUTES

DECEMBER 11, 2017

1:00 p.m.

President Icle Crow called the meeting to order at 1:00 p.m. Present were Icle Crow, Sue Mancner, Dennis Myers, Charles Pratt, Larry Sather and Bonnie Thielke. Becky Bolte and Conrad Ryer were unable to attend.

Minutes

Minutes of the October 2017 meeting were read and approved.

Sno-Isle Libraries

Chuck Pratt reported on current happenings in the Sno-Isle Libraries:

- The November TEDx series was held at Kamiak High School in Everett. This year, there were fewer presenters, but a good mix of interesting speakers. More information is at <https://www.sno-isle.org/tedx>.
- There will be news soon on a possible levy lid lift request, pending approval by the Sno-Isle Board. This will be put before voters in April 2018.
- In February 2018, Lake Stevens voters will decide on a new library for their community.
- The new Lakewood/Smokey Point Library will have a grand opening on January 6, 2018.

Stanwood Library Managers Report

Chuck described a new local program, "Making Life Work", funded by a grant from United Way. Coordinated by the Stanwood-Camano Area Foundation, the program utilizes leadership and resources from local organizations, coming together to support vulnerable families in our community. The Stanwood Library will take part. More information is at <https://makinglifework.org/node/4>

Other Business

- One Library Board position is open as of January 2018. Chuck will submit a call for candidates to local news sources.
- Icle will invite the Mayor and new City Administrator to the March 2018 Board meeting.

The meeting was adjourned at 1:50 p.m.

The next Board meeting is Monday, March 12, 2018, 2:30 p.m. at the Library.

Respectfully submitted,
Sue Mancner, Secretary



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5a
DATE: January 11, 2018
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Peggy Girard, Records Specialist
ATTACHMENTS: A – November 20, 2017 Public Safety Committee Minutes

SUMMARY STATEMENT

Minutes of the November 20, 2017 Public Safety Committee Meeting are attached.

**STANWOOD
PUBLIC SAFETY COMMITTEE MEETING MINUTES
November 20, 2017**

Location:

The Public Safety Committee meeting was held at the Stanwood School District Administration Building (26920 Pioneer Hwy). Started at 1830 hours.

Attendance:

City Council Members – Larry Sather, Tim Pearce, Elizabeth Callaghan
Police Chief – Norm Link
Fire Chief – John Cermak
City Administrator-Ryan Larsen

Agenda Topics: Police/Fire

Snohomish County 911 Merger

Merger between SNOPAC 911 and SNOCOM 911

Chief Link and Chief Cermak collectively gave an update on the merger between SNOPAC and SNOCOM 911.

After many years of past negotiations, the two primary dispatch companies in Snohomish County are merging and on January 1, 2018, will officially be incorporated as “Snohomish County 911”. The City of Stanwood has the option of joining Snohomish County 911 and signing on as an “Associate” agency through a new interlocal agreement. The city of Stanwood is required to have a contract for dispatch for its public safety entities. The cost for dispatch services in 2018 would be the same with Snohomish County 911 as it would have been prior to the merger. The formula that is used to calculate the city fees for dispatch services will also largely remain the same under the newly merged 911 corporation.

The committee was advised that the city attorney has reviewed the new interlocal agreement and recommends that we sign on as an associate agency.

The public safety committee agreed that the city should sign on to the new ILA with Snohomish County 911 and should send the issue to the council for vote.

The PSC committee meeting ended at 1845hrs.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: January 11, 2018

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Umpqua Bank voucher checks 26525 through 26610 and electronic funds transfers in the amounts of \$354,859.90. Approve issuance of Umpqua Bank payroll checks 1008 through 1016 and payroll electronic funds transfers in the amount of \$237,550.53.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF UMPQUA BANK VOUCHER CHECKS 26525 THROUGH 26610 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNTS OF \$354,859.90. APPROVE ISSUANCE OF UMPQUA BANK PAYROLL CHECKS 1008 THROUGH 1016 AND PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$237,550.53.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

12/05/2017 To: 12/29/2017

Time: 11:02:29 Date: 01/03/2018

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7202	12/05/2017	Claims	2	EFT	WA St Dept of Licensing *	621.00	Fees For Gun Permits
7204	12/05/2017	Claims	2	EFT	Chase Paymentech	982.12	Nov Merchant Fees
7253	12/08/2017	Claims	2	EFT	Nathan Walsh	48.00	City Of Stanwood
7306	12/12/2017	Claims	2	EFT	RH2 Engineering Inc	1,775.62	City Of Stanwood
7325	12/11/2017	Claims	2	EFT	Umpqua Bank Merchant Services	175.95	Dec Merchant Fees
7530	12/20/2017	Claims	2	EFT	Chicago Title Ins Company	5,000.00	Johnson Farm Acquisition Escrow#500056825-KB
7597	12/27/2017	Claims	2	EFT	WA St Dept of Revenue **	14,268.92	B & O Excise Tax-November 2017
7254	12/08/2017	Claims	2	26525	Edward Avila	48.00	City Of Stanwood
7255	12/08/2017	Claims	2	26526	Cascade Natural Gas Corp	11.44	953 540 0000 2
7256	12/08/2017	Claims	2	26527	Forest Land Services Inc	1,658.43	City Of Stanwood
7257	12/08/2017	Claims	2	26528	Frontier *	1,169.01	206-188-0411-053105-5; 360-629-4907-072497-5
7258	12/08/2017	Claims	2	26529	Devin Grohs	48.00	City Of Stanwood
7259	12/08/2017	Claims	2	26530	HB Jaeger Company LLC	1,245.92	3330
7260	12/08/2017	Claims	2	26531	Hamilton Lumber LLC	359.65	City Of Stanwood
7261	12/08/2017	Claims	2	26532	Herc Equipment Rental Corp.	3,491.21	1024925
7262	12/08/2017	Claims	2	26533	PUD Of Snohomish County *	7,868.74	2006-3363-4; 2002-4050-5; 2001-2874-2; 2001-4218-0; 2210-4151-0; 2028-8205-6; 2026-7067-5; 2026-9420-4; 2027-2728-5; 2025-7951-2
7263	12/08/2017	Claims	2	26534	Petty Cash/ Marcy Mathis -Custodian	9.82	City Of Stanwood
7264	12/08/2017	Claims	2	26535	RJ Thomas Mfg. Co., Inc	1,371.00	96944
7265	12/08/2017	Claims	2	26536	Sno Co District Court	2,015.03	City Of Stanwood-Interpreter Costs
7266	12/08/2017	Claims	2	26537	Snohomish County Treasurer	21.72	City Of Stanwood Crime Victims-Oct 2017
7267	12/08/2017	Claims	2	26538	Casey Sousa	48.00	City Of Stanwood
7268	12/08/2017	Claims	2	26539	Stanwood Auto Parts	609.23	56100
7269	12/08/2017	Claims	2	26540	Stanwood Camano News	129.76	261981; 261981; 261981
7270	12/08/2017	Claims	2	26541	Stanwood Hardware	235.01	1414
7271	12/08/2017	Claims	2	26542	Verizon Wireless	1,498.12	372541731-00001
7272	12/08/2017	Claims	2	26543	WA St Treasurer	1,571.72	City Of Stanwood
7273	12/08/2017	Claims	2	26544	Xpress/Bill Pay	351.15	10290
7307	12/12/2017	Claims	2	26545	Gaylynn Brien	60.00	City Of Stanwood
7308	12/12/2017	Claims	2	26546	Cascade Columbia Distribution Co	1,906.84	03671
7309	12/12/2017	Claims	2	26547	Freightliner Northwest	2,875.82	315137
7310	12/12/2017	Claims	2	26548	Marshbank Construction		incorrect amount on check
7311	12/12/2017	Claims	2	26549	PUD Of Snohomish County *	494.98	2003-6737-3; 2007-3867-2
7312	12/12/2017	Claims	2	26550	Ricoh USA Inc- Maint	34.25	3808560
7313	12/12/2017	Claims	2	26551	Ricoh USA, Inc.	44.23	1316669-1015643A4; 1316669-1015643A3
7314	12/12/2017	Claims	2	26552	Sno Co Public Works *	25,121.41	CR000024; CR000024
7315	12/12/2017	Claims	2	26553	Sno Co Sheriff's Office - CB	70.10	City Of Stanwood
7316	12/12/2017	Claims	2	26554	Sno Co Sheriff's Office *	138,864.25	SSH00001
7317	12/12/2017	Claims	2	26555	Snopac 911	7,239.67	City Of Stanwood
7318	12/12/2017	Claims	2	26556	Stilly Auto Parts Napa	74.37	27197
7319	12/12/2017	Claims	2	26557	Unum Life Insurance	73.60	0220603-036 2
7320	12/12/2017	Claims	2	26558	WA St Dept of Ecology *	904.18	City Of Stanwood
7321	12/12/2017	Claims	2	26559	Washington State Patrol *	180.00	STA301
7322	12/12/2017	Claims	2	26560	Zumar Industries Inc	308.89	001186
7366	12/14/2017	Claims	2	26561	APP- Associated Petroleum Products	2,660.54	00-0100494
7367	12/14/2017	Claims	2	26562	Aramark Uniform Services Inc	474.14	937963000
7368	12/14/2017	Claims	2	26563	BSN Sports	153.15	2031282

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

12/05/2017 To: 12/29/2017

Time: 11:02:29 Date: 01/03/2018

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7369	12/14/2017	Claims	2	26564	Cascade Septic, LLC	190.00	City Of Stanwood
7370	12/14/2017	Claims	2	26565	Databar Inc.	884.75	8952
7371	12/14/2017	Claims	2	26566	First American Title Escrow	822.75	City Of Stanwood
7372	12/14/2017	Claims	2	26567	Haggen Inc	17.28	City Of Stanwood
7373	12/14/2017	Claims	2	26568	Herc Equipment Rental Corp.	2,880.25	1024925
7374	12/14/2017	Claims	2	26569	Jiffy Lube 2583	50.74	05
7375	12/14/2017	Claims	2	26570	KCDA Purchasing Cooperative	84.00	101453
7376	12/14/2017	Claims	2	26571	Lou's Gloves	678.00	STA629
7377	12/14/2017	Claims	2	26572	Marshbank Construction	44,594.87	City Of Stanwood
7378	12/14/2017	Claims	2	26573	Office Depot	194.71	36274097; 36274097; 36274097; 36274097; 36274097
7379	12/14/2017	Claims	2	26574	PNWS-AWWA	250.00	City Of Stanwood
7380	12/14/2017	Claims	2	26575	Perteet Inc.	2,187.81	City Of Stanwood
7381	12/14/2017	Claims	2	26576	Photography by Ian Gleadle	120.01	City Of Stanwood
7382	12/14/2017	Claims	2	26577	Pitney Bowes Inc- Global Financial Svc	359.85	0013214658
7383	12/14/2017	Claims	2	26578	Site Development Associates, LLC	20,634.63	City Of Stanwood; City Of Stanwood
7384	12/14/2017	Claims	2	26579	Skagit Farmers Supply	445.83	135052
7385	12/14/2017	Claims	2	26580	Sno Co Office Of Public Defense *	384.00	City Of Stanwood
7386	12/14/2017	Claims	2	26581	US Bank Na Custody/ Treas Div- Money Ctr	28.00	777221717
7387	12/14/2017	Claims	2	26582	US Postal Service-Stanwood *	166.00	City Of Stanwood
7388	12/14/2017	Claims	2	26583	Union Bank - Visa	1,036.17	4294 3610 1008 9632
7389	12/14/2017	Claims	2	26584	Union Bank - Visa	236.31	4294 3610 1402 6218
7390	12/14/2017	Claims	2	26585	Union Bank - Visa	25.00	4294 3610 1401 8207
7391	12/14/2017	Claims	2	26586	Union Bank - Visa	954.06	4294 3610 1031 7173
7392	12/14/2017	Claims	2	26587	Utilities Underground Loc	28.38	134200
7421	12/15/2017	Claims	2	26588	Edge Analytical Inc	421.00	STA01; STA01; STA01
7422	12/15/2017	Claims	2	26589	Herc Equipment Rental Corp.	578.23	1024925
7423	12/15/2017	Claims	2	26590	Jiffy Lube 2583	63.30	City Of Stanwood
7424	12/15/2017	Claims	2	26591	PUD Of Snohomish County *	486.74	2001-0353-9; 2019-4239-8
7425	12/15/2017	Claims	2	26592	Shred-it US JV LLC	41.91	14668765
7426	12/15/2017	Claims	2	26593	Stanwood Ace Hardware/ Jks Ventures	1,352.02	20013
7427	12/15/2017	Claims	2	26594	Stanwood Camano News	387.09	261981; 261981; 261981
7428	12/15/2017	Claims	2	26595	Wave Broadband	264.90	8136 10 015 0064630; 8136 10 014 0036680
7429	12/15/2017	Claims	2	26596	Weed, Graafstra & Associates, Inc., P.S	7,251.25	3868-0000M
7660	12/29/2017	Claims	2	26597	Andreena Bergman	40.00	City Of Stanwood
7661	12/29/2017	Claims	2	26598	Cascade Columbia Distribution Co	1,307.36	03671
7662	12/29/2017	Claims	2	26599	Chicago Title Of Washington	89.97	City Of Stanwood 885058
7663	12/29/2017	Claims	2	26600	City of Everett *	185.00	STACITG
7664	12/29/2017	Claims	2	26601	Code Publishing Company Inc	109.37	3116-City Of Stanwood
7665	12/29/2017	Claims	2	26602	Lakeside Industries Inc	1,130.61	108469
7666	12/29/2017	Claims	2	26603	Office Depot	72.97	36274097
7667	12/29/2017	Claims	2	26604	PUD Of Snohomish County *	14,948.89	2029-8235-1; 2007-9406-3; 2024-2372-9; 2209-2331-2; 2002-0885-8; 2005-9288-9
7668	12/29/2017	Claims	2	26605	Sno Co Information Services *	4,762.49	DIS1107
7669	12/29/2017	Claims	2	26606	Sno Co Sheriff's Office - CB	9,092.80	City Of Stanwood; City Of Stanwood
7670	12/29/2017	Claims	2	26607	Snohomish County Public Def Association	1,926.10	City Of Stanwood

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

12/05/2017 To: 12/29/2017

Time: 11:02:29 Date: 01/03/2018

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7671	12/29/2017	Claims	2	26608	Stanwood Camano News	41.09	261981
7672	12/29/2017	Claims	2	26609	Stanwood City Utility	4,601.12	1473; 1241; 1271; 1328; 1332; 1348; 1573; 1587; 1674; 1675; 2416; 1075; 2688; 2741; 2749; 2886; 2964; 2965; 3184; 3439
7673	12/29/2017	Claims	2	26610	WA St Auditor's Office	279.30	City Of Stanwood
		001 General Fund				180,378.96	
		101 Street Fund				8,944.28	
		103 Street Construction Fund				71,994.06	
		104 Park Improvement Fund				29,505.96	
		401 Sewer Fund				21,016.24	
		410 Drainage Fund				4,995.83	
		411 Drainage Construction Fund				7,520.75	
		421 Water Fund				27,993.63	
		630 Agency Fund				2,510.19	
						<u>354,859.90</u>	Claims: 354,859.90

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

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



Date: 1-3-18

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

12/05/2017 To: 12/29/2017

Time: 11:04:39 Date: 01/03/2018
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7131	12/08/2017	Payroll	2	EFT		3,711.91	November 2017 Payroll
7132	12/08/2017	Payroll	2	EFT		3,154.56	November 2017 Payroll
7133	12/08/2017	Payroll	2	EFT		2,277.84	November 2017 Payroll
7134	12/08/2017	Payroll	2	EFT		322.75	November 2017 Payroll
7135	12/08/2017	Payroll	2	EFT		3,273.58	November 2017 Payroll
7136	12/08/2017	Payroll	2	EFT		4,896.61	November 2017 Payroll
7137	12/08/2017	Payroll	2	EFT		2,863.24	November 2017 Payroll
7138	12/08/2017	Payroll	2	EFT		1,384.11	November 2017 Payroll
7139	12/08/2017	Payroll	2	EFT		307.19	November 2017 Payroll
7140	12/08/2017	Payroll	2	EFT		1,243.93	November 2017 Payroll
7141	12/08/2017	Payroll	2	EFT		3,182.85	November 2017 Payroll
7142	12/08/2017	Payroll	2	EFT		2,714.95	November 2017 Payroll
7143	12/08/2017	Payroll	2	EFT		2,864.37	November 2017 Payroll
7144	12/08/2017	Payroll	2	EFT		4,701.26	November 2017 Payroll
7145	12/08/2017	Payroll	2	EFT		322.83	November 2017 Payroll
7146	12/08/2017	Payroll	2	EFT		4,097.24	November 2017 Payroll
7147	12/08/2017	Payroll	2	EFT		5,430.55	November 2017 Payroll
7148	12/08/2017	Payroll	2	EFT		733.95	November 2017 Payroll
7149	12/08/2017	Payroll	2	EFT		4,261.60	November 2017 Payroll
7150	12/08/2017	Payroll	2	EFT		2,898.36	November 2017 Payroll
7151	12/08/2017	Payroll	2	EFT		322.83	November 2017 Payroll
7152	12/08/2017	Payroll	2	EFT		952.46	November 2017 Payroll
7153	12/08/2017	Payroll	2	EFT		323.22	November 2017 Payroll
7154	12/08/2017	Payroll	2	EFT		307.03	November 2017 Payroll
7155	12/08/2017	Payroll	2	EFT		2,150.09	November 2017 Payroll
7156	12/08/2017	Payroll	2	EFT		2,071.91	November 2017 Payroll
7157	12/08/2017	Payroll	2	EFT		3,401.12	November 2017 Payroll
7158	12/08/2017	Payroll	2	EFT		1,835.55	November 2017 Payroll
7159	12/08/2017	Payroll	2	EFT		2,711.48	November 2017 Payroll
7160	12/08/2017	Payroll	2	EFT		2,678.51	November 2017 Payroll
7161	12/08/2017	Payroll	2	EFT		1,978.66	November 2017 Payroll
7162	12/08/2017	Payroll	2	EFT		4,113.99	November 2017 Payroll
7163	12/08/2017	Payroll	2	EFT		973.42	November 2017 Payroll
7164	12/08/2017	Payroll	2	EFT		2,182.31	November 2017 Payroll
7165	12/08/2017	Payroll	2	EFT		2,342.84	November 2017 Payroll
7166	12/08/2017	Payroll	2	EFT		322.91	November 2017 Payroll
7178	12/08/2017	Payroll	2	EFT	Internal Revenue Service (941)	40,651.21	941 Deposit for Pay Cycle(s) 12/08/2017 - 12/08/2017
7458	12/22/2017	Payroll	2	EFT		2,000.00	December 2017 Draw
7459	12/22/2017	Payroll	2	EFT		1,000.00	December 2017 Draw
7460	12/22/2017	Payroll	2	EFT		1,800.00	December 2017 Draw
7461	12/22/2017	Payroll	2	EFT		1,350.00	December 2017 Draw
7462	12/22/2017	Payroll	2	EFT		3,000.00	December 2017 Draw
7463	12/22/2017	Payroll	2	EFT		1,600.00	December 2017 Draw
7464	12/22/2017	Payroll	2	EFT		1,000.00	December 2017 Draw
7465	12/22/2017	Payroll	2	EFT		2,000.00	December 2017 Draw
7466	12/22/2017	Payroll	2	EFT		3,000.00	December 2017 Draw
7467	12/22/2017	Payroll	2	EFT		1,000.00	December 2017 Draw
7468	12/22/2017	Payroll	2	EFT		800.00	December 2017 Draw
7469	12/22/2017	Payroll	2	EFT		1,000.00	December 2017 Draw
7470	12/22/2017	Payroll	2	EFT		1,500.00	December 2017 Draw
7471	12/22/2017	Payroll	2	EFT		1,600.00	December 2017 Draw
7472	12/22/2017	Payroll	2	EFT		500.00	December 2017 Draw
7473	12/22/2017	Payroll	2	EFT		2,500.00	December 2017 Draw
7474	12/22/2017	Payroll	2	EFT		1,500.00	December 2017 Draw
7475	12/22/2017	Payroll	2	EFT		1,300.00	December 2017 Draw
7476	12/22/2017	Payroll	2	EFT		1,000.00	December 2017 Draw
7477	12/22/2017	Payroll	2	EFT		800.00	December 2017 Draw

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

12/05/2017 To: 12/29/2017

Time: 11:04:39 Date: 01/03/2018

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7179	12/08/2017	Payroll	2	1008	AFLAC	381.22	Pay Cycle(s) 12/08/2017 To 12/08/2017 - AFLAC, Pre-Tax; Pay Cycle(s) 12/08/2017 To 12/08/2017 - AFLAC, Post-Tax
7180	12/08/2017	Payroll	2	1009	AWC Employee Benefit Trust	27,593.19	Pay Cycle(s) 12/08/2017 To 12/08/2017 - AWC - Medical; Pay Cycle(s) 12/08/2017 To 12/08/2017 - AWC- Dental; Pay Cycle(s) 12/08/2017 To 12/08/2017 - AWC - Vision; Pay Cycle(s) 12/08/2017 To 12/08/2017;
7181	12/08/2017	Payroll	2	1010	Colonial Life Insurance	66.75	Pay Cycle(s) 12/08/2017 To 12/08/2017 - Colonial Life Ins
7182	12/08/2017	Payroll	2	1011	Department Of Retirement Systems	33,615.15	Pay Cycle(s) 12/08/2017 To 12/08/2017 - PERS2; Pay Cycle(s) 12/08/2017 To 12/08/2017 - PERS 3; Pay Cycle(s) 12/08/2017 To 12/08/2017 - 457 - DRS (DCP)
7183	12/08/2017	Payroll	2	1012	Hartford Retirement Plan Services	650.00	Pay Cycle(s) 12/08/2017 To 12/08/2017 - 457 - Hartford
7184	12/08/2017	Payroll	2	1013	ICMA Retirement Trust	1,996.60	Pay Cycle(s) 12/08/2017 To 12/08/2017 - 457 - ICMA
7185	12/08/2017	Payroll	2	1014	Navia Benefits	110.00	Pay Cycle(s) 12/08/2017 To 12/08/2017 - Medical FSA- S125
7186	12/08/2017	Payroll	2	1015	Teamsters Union Local 231	1,273.00	Pay Cycle(s) 12/08/2017 To 12/08/2017 - Teamsters Dues
7187	12/08/2017	Payroll	2	1016	Washington Teamsters Welfare Trust	17,651.40	Pay Cycle(s) 12/08/2017 To 12/08/2017 - Union Dental; Pay Cycle(s) 12/08/2017 To 12/08/2017 - Teamsters Medical
						129,367.91	001 General Fund
						15,543.70	101 Street Fund
						1,104.03	108 Transportation Sales Tax Fund
						37,438.24	401 Sewer Fund
						16,504.67	410 Drainage Fund
						37,591.98	421 Water Fund
						237,550.53	Payroll:
							237,550.53

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

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



Date: 1-3-18



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b

DATE: January 11, 2018

SUBJECT: City Council December 14, 2017 Regular Meeting Minutes

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A - Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the December 14, 2017 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE DECEMBER 14, 2017 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, December 14, 2017 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Erica Schorn called the roll with the following Councilmembers present: Rob Johnson, Arne Wennerberg, Elizabeth Callaghan, Timothy Pearce, Larry Sather, Conrad Ryer, and Dottie Gorsuch. The meeting was quorate.

Also present: City Administrator Ryan Larsen, Finance Director David Hammond, Public Works Director Kevin Hushagen, Fire Chief John Cermak, Police Chief Norm Link, City Attorney Grant Weed, and Deputy Clerk Erica Schorn.

3. Staff Reports

City Administrator Ryan Larsen introduced Stanwood's new Senior Planner, Amy Rusko.

- a. State Audit – Report on Resolution of Audit Issues
- b. Community Development Monthly Report – October/November 2017

4. Committee Reports

- a. Public Safety

5. Citizen Comments

There were no citizen comments.

6. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve the agenda with the exception of striking item 9c from the agenda. Motion carried unanimously.

7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve November 20, 2017 Special Meeting Minutes
- c. Confirm mayor's 2018 Snohomish Board of Health Representative

Stanwood City Council Meeting Minutes – December 14, 2017

Designation – Mayor Dan Rankin

- d. Confirm mayor's Re-appointments and Appointments of Economic Development Board Members
- e. SNOPAC/SNOCOM Merger
- f. Adopt Resolution 2017-18 MassMutual U.S. Deferred Compensation Plan
- g. Adopt Resolution 2017-19 Fuel Card Policy
- h. Adopt Resolution 2017-20 Procurement Card Policy

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve the consent agenda including items a through h as numbered. Motion carried unanimously.

8. Old Business

- a. Ordinance 1445 Park Impact Fee, First and Second Reading and Final Adoption

Finance Director David Hammond presented first and second reading of Ordinance 1445 updating the Stanwood Municipal Code (SMC) section 17.151.070, Park and Recreation Impact Fee Component. An Ordinance was presented to council using Alternative 2 at the November 9th meeting which failed. At the November 20th meeting, a motion was made to bring the Ordinance back at one half the value of Alternative 3. The new fee will be \$1,330 for single-family residences and \$1,042 for multi-family residences.

Councilmember Johnson stated he would not be voting in favor of this Ordinance because the fee is too low considering what we need.

Motion by Councilmember Sather, second by Councilmember Pearce, to approve first and second reading and final adoption of Ordinance 1445 amending SMC Chapter 17.151.070 entitled "Park and Recreation Impact Fee Component" with the value set at fifty percent of the value of alternative three. Johnson–no, Wennerberg-yes, Callaghan-yes, Pearce-yes, Sather-yes, Ryer-yes, Gorsuch-yes. Motion carried.

- b. Adopt Resolution 2017-17 - 2018 Salary and Benefit Schedule

Finance Director David Hammond presented Resolution 2017-17 establishing the city's pay and incorporating by reference the benefits schedule for city employees for 2018. Pay and benefits for represented employees were set in the recently approved collective bargaining agreement. For the non-represented employees, staff conducted a salary study using comparable and neighboring cities. On November 9th, a salary and benefits schedule was presented to council. The benefits portion passed, however the salary schedule failed. On November 20th council directed staff to bring back a salary schedule resolution which is presented in tonight's packet.

Motion by Councilmember Callaghan, second by Councilmember Sather, to adopt Resolution 2017-17 formally adopting a salary schedule for city employees effective January 1, 2018 and incorporating by reference the 2018 benefits schedule adopted by

Stanwood City Council Meeting Minutes – December 14, 2017

Resolution 2017-16 however, utilizing the salary schedule presented to the council on November 9th for non-represented employees instead of the schedule that is presented tonight. Motion carried unanimously.

City Attorney Grant Weed clarified that the Resolution presented in the packet will be amended to reflect the amended motion.

9. New Business

- a. Authorize the mayor to Sign Strategies 360 Contract for Government Relations Services

City Administrator Ryan Larsen presented a contract with Strategies 360 to represent the city during the 2018 Washington State legislative session. Al Aldrich is our consultant through Strategies 360 to help lobby for state funding.

Motion by Councilmember Sather, second by Councilmember Ryer, to authorize the mayor to sign a contract with Strategies 360 not to exceed \$18,000.00 to assist the city with capital funding requests and keep the city informed on legislation that would impact municipalities. Motion carried unanimously.

- b. Authorize the mayor to sign an agreement with Weed, Graafstra and Associates, Inc. P.S. for City Attorney Services

City Administrator Ryan Larsen presented a one-year professional services contract with Weed, Graafstra and Associates to provide general municipal attorney services. The main difference from the last contract is a \$5.00/per hour increase in attorney fees.

Motion by Councilmember Sather, second by Councilmember Wennerberg, to authorize the mayor to sign a professional services agreement with Weed, Graafstra and Associates for general municipal attorney services. Motion carried unanimously.

Councilmember Wennerberg mentions that he appreciates all the services Mr. Weed has provided to the city over the years.

- c. Authorize the mayor to sign an Interlocal Agreement with Snohomish County Health District – **Removed from Agenda by vote of council**
- d. Approve Scope of Work for J.A. Brennan Assoc. to Master Plan Heritage Park

City Administrator Ryan Larsen proposed a scope of work to master plan Heritage Park and submit grant applications to the Washington State Recreation and Conservation Office. J.A. Brennan will be looking at various improvements to the park such as adding a fourth ball field and potential concession stands. They will

Stanwood City Council Meeting Minutes – December 14, 2017

also look at the property west of the park and, if purchased, how that property could be utilized. The property is currently owned by Josephine Caring Community.

Motion by Councilmember Sather, second by Councilmember Gorsuch, to approve the scope of work for J.A. Brennan Associates, PLLC to master plan Heritage Park and allow for grant application submittals to the Washington State Recreation and Conservation Office. Motion carried unanimously.

- e. Authorize the mayor to sign Supplemental Agreement No. 8 with Perteet Engineering for 90th Ave/Viking Way Extension

Public Works Director Kevin Hushagen presented Supplemental Agreement Number 8 with Perteet Engineering for the 90th Avenue/Viking Way Extension. This is mainly a time issue. The contract needs to be extended so that Perteet can complete the project. There is a clause in the scope and fee that calls for a management reserve of \$10,000. At the Public Works Committee meeting, it was decided that this should be taken out, so the contract amount would change to \$32,802 instead of \$42,802. This should get us to the point where we can bid it out for construction.

With a noted change from \$42,802 to \$32,802, motion by Councilmember Sather, second by Councilmember Johnson, to authorize the mayor to sign supplemental agreement number 8 with Perteet, Inc. extending the contract term to December 31, 2018 and increasing the contract amount by \$32,802. Motion carried unanimously.

Councilmember Wennerberg stated he has a little bit of trouble approving spending additional money on supplemental agreement number 8.

- f. Authorize the mayor to sign 2018 TIB contracts

Public Works Director Kevin Hushagen asked that council accept funding received through the Transportation Improvement Board for two overlay projects. The two projects are portions of 92nd Avenue and Cedarhome Drive. These grants will require a 10% match. The total grant funding is \$609,286 and the 10% match will be \$67,698.

Councilmember Gorsuch requested that the city think about removing the cobblestone road in downtown Stanwood because it's dangerous to drive on.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the mayor to sign an agreement with the Washington State Transportation Improvement Board to accept grant funding for 2 overlay projects. Motion carried unanimously.

Councilmember Wennerberg appreciates the work staff has done to get this grant money over the last several years.

Stanwood City Council Meeting Minutes – December 14, 2017

10. Reports of Officers and Committees

a. Mayor's Report

- Spartan tackle football team is in Ohio participating in a national championship event
- Ugly Sweater Pub Crawl was a huge success on December 9th
- Stanwood is accepting applications for the AWC Center for Quality Community Scholarship Fund – contact city hall for more information
- Mayor presented certificates of recognition to Councilmember Gorsuch and Councilmember Wennerberg for their outstanding service

b. City Administrator's Report

City Administrator Ryan Larsen will be out of the office next week and will return January 2nd.

c. Councilmember Reports/Questions

Councilmember Gorsuch read a letter to the council and staff about her experience on council. She stated that we each have a portion to give, and even if we totally disagree, we can agree to disagree. She has grown in her knowledge of the city, and she thanked city staff for their service to the community. She reflected on the idea that the council/citizen relationship is similar to the parent/child relationship. As she leaves this seat and moves back to her seat in the community, she prays that the 2018 council will take to heart what it means to be the fathers and the mothers of this city.

Councilmember Wennerberg stated that he has enjoyed being a councilmember for ten years. Staff does a great job and he appreciated working with them, even when he disagreed with them. He hopes council does well next year as we continue to keep Stanwood a nice community.

Councilmember Johnson commented that it was five years ago that he was in Connecticut as a disaster volunteer during Superstorm Sandy, and today is the 5 year anniversary of the Sandy Hook School Massacre. The memory of that needs to stay in people's psyche. We can all be better than that, and we should never forget it.

11. Citizen Closing Comments

Les Anderson – 27201 102nd Dr NW

Mr. Anderson commented that he is disappointed in those councilmembers who voted no on the property tax increase a few weeks ago. He is also disappointed that the Park Impact Fee did not pass at the higher amount. He is frustrated by this because it wouldn't cost the city any money to use the higher fee.

Stanwood City Council Meeting Minutes – December 14, 2017

Mayor Kelley adjourned the meeting at 7:41 for a brief recess.

At 7:52, the mayor reconvened the meeting for the student advisor's report:

Student Advisor Ashley Peterson's report:

This week was Spirit Week. Decoration committees were formed to decorate the school. A donation fund collected \$1,700 which was put towards granting students some of their wishes. The bigger wishes will be granted on Friday.

12. Adjourn to Executive Session – Property Acquisition [RCW 42.30.110(c)]

Mayor Kelley adjourned the meeting to Executive Session at 7:54 pm for 10 minutes to discuss property acquisition with action anticipated.

The meeting reconvened at 8:00 pm.

Motion by Councilmember Sather, second by Councilmember Pearce, to authorize the mayor to sign the Purchase and Sale agreement with Roger D. Johnson and Johnson Farms Limited Family Partnership. Motion carried unanimously.

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve the scope of work for Northwest Real Estate Valuation to complete an appraisal and for Maul Foster and Alongi to complete a Phase I Environmental Assessment and structural analysis for the Johnson Farm acquisition. Motion carried unanimously.

13. Adjourn

There being no further business before the Council, Mayor Kelley adjourned the meeting at 8:01 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: January 11, 2018

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

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Professional Services Agreement

ISSUE

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

SUMMARY STATEMENT

In 2013, the city retained the services of local professional photographer, Ian Gleadle to take portraits of the mayor, council and management team for the city's website. The contract expired in December 2014. A new contract was entered into on April 15, 2015 for on-call professional services with Ian Gleadle to provide portrait services as needed and to capture images of iconic Stanwood events for the city's website and print media. That contract expired on March 31, 2016. Staff is recommending the contract be renewed for one additional year.

DISCUSSION

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

FISCAL IMPACT

The proposed on-call professional services contract is not to exceed \$1,500. Mr. Gleadle charges \$75 an hour for an onsite shoot and then \$25 per touched up and cropped image

with unlimited license for print and web usage. For 20+ images the price drops to \$15 per image.

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

OPTIONS

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

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

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

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH PHOTO BY IAN GLEADLE NOT TO EXCEED \$1,500 FOR PROFESSIONAL PHOTOGRAPHY SERVICES.

ATTACHMENT A

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

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

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

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

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

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

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

Consultant shall maintain the following insurance limits:

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

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

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

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

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

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

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

b. Public Records

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

ARTICLE V. GENERAL

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

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

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

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

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

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

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

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

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

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

V.5 SEVERABILITY

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

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

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

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

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

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

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

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

DATED this 11TH day of January, 2018.

CITY OF STANWOOD

PHOTO BY IAN GLEADLE

By _____
Leonard Kelley, Mayor

By _____
IAN GLEADLE, OWNER

Approved as to form:

Grant Weed, City Attorney

EXHIBIT A SCOPE OF WORK

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

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

On-Site Shoot

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

20 or more images at \$15 per image.

All images on CD within 5 business days.

Event Photography

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



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d

DATE: January 11, 2018

SUBJECT: Amendment No. 1 to Snohomish Regional Drug and Gang Task Force

CONTACT PERSON: Norm Link, Police Chief

ATTACHMENTS: A – Snohomish Regional Drug and Gang Task Force Amendment No. 1 to Interlocal Agreement

ISSUE

The issue before Council is whether or not to authorize the mayor to sign Amendment No. 1 to the Snohomish Regional Drug and Gang Task Force Interlocal Agreement for the period of October 1, 2017 through December 31, 2017.

DISCUSSION

The City of Stanwood has contracted with the Snohomish Regional Drug and Gang Task Force for the last 21 years. The Drug & Gang Task Force provides assistance to the City with criminal drug investigations in and around the City of Stanwood. Our current contract ended on September 30, 2017. The Amended contract will extend the contract through December 31, 2017. The Snohomish County Sheriff's Office may extend this agreement for up to three additional year terms by providing written notice to each of the participating jurisdictions along with revised funding contribution rates described in Exhibit C. In no event will the contribution increase more than 3% per year. The amount City of Stanwood needs to pay for October 2017-December 2017 is \$438.00.

FINANCIAL IMPACT

The cost of the extension of the contract for October 2017-December 2017 is \$438.00.

CITY COUNCIL OPTIONS

The Stanwood City Council can make the following choices regarding this agreement:

- 1) Authorize the mayor to sign the Amendment No. 1 to the Snohomish County Regional Drug and Gang Task Force Interlocal Agreement in the amount of \$438.00.
- 2) Do not authorize the mayor to sign the Amendment No. 1 of the Snohomish County Regional Drug and Gang Task Force Interlocal Agreement in the amount of \$438.00 and direct staff to areas of concern.
- 3) Do not authorize the mayor to sign the Amendment No. 1 to the Snohomish County Regional Drug and Gang Task Force Interlocal Agreement in the amount of \$438.00.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT WITH THE SNOHOMISH REGIONAL DRUG AND GANG TASK FORCE FOR THE PERIOD OF OCTOBER 2017 TO DECEMBER 31, 2017 IN THE AMOUNT OF \$438.00.

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
ESTABLISHING THE SNOHOMISH REGIONAL DRUG & GANG TASK FORCE

This Amendment No. 1 To The Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

City of Arlington	City of Lynnwood
City of Bothell	City of Marysville
City of Brier	City of Mill Creek
City of Darrington	City of Monroe
City of Edmonds	City of Mountlake Terrace
City of Everett	City of Mukilteo
City of Gold Bar	City of Snohomish
City of Granite Falls	City of Stanwood
City of Index	City of Sultan
City of Lake Stevens	Washington State Patrol
City of Lake Forest Park	Snohomish Health District

WITNESSES THAT:

WHEREAS, the County and the Participating Jurisdictions entered into an Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, recorded under Snohomish County Auditor instrument number 201610040684 (the "Agreement"). The original term of the Agreement is July 1, 2016, through September 30, 2017; and

WHEREAS, effective July 1, 2017, the Parties desire to revise certain sections of the Agreement to reflect the assignment of additional investigative personnel and resources.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Section 1.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

1.2 The term of this Agreement shall be from July 1, 2016, through December 31, 2017, unless earlier terminated or modified as provided in this Agreement. The Snohomish County Sheriff may extend this Agreement for up to three additional one-year terms by providing written notice to each of the participating jurisdictions along with revised funding contribution rates described in Exhibit C, no later than September 30 of each year. In no event will the funding contribution increase more than 3% per year.

2. Section 2.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

2.2 The Task Force Executive Board shall be comprised of: one representative from each Participating Agency that contributes at least one full-time employee to the Task Force. Executive Board member votes shall be determined by the number of full-time personnel their agency contributes to the Task Force. As an example; if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, Snohomish County has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. Exhibit A details the Participating Agencies that have assigned personnel to the Task Force in 2017. If a Participating Agency that has no personnel assigned to the Task Force, as of the date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

3. Section 2.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes, and, if not a commissioned law enforcement officer, will hold a special commission for that purpose. Selection of the Task Force Commander will be conducted in accordance with Exhibit E incorporated herein by this reference.

4. Section 3.5 of the Interlocal Agreement is amended to read, in its entirety, as follows:

3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to their total financial contribution to the Task Force for the calendar year prior to termination.

5. A new Section 3.6 is hereby added to the Interlocal Agreement:

3.6 By January 31st of each year, each Participating Jurisdiction will submit to the County an estimate of the jurisdiction's anticipated contributions to Task Force for the

current year. Contribution is defined to include, but is not limited to, financial contributions made to the Task Force under this Agreement, personnel costs to be paid directly for investigative staff assigned full time to the Task Force, and Task Force operating costs paid directly by the Participating Jurisdiction.

After the Participating Jurisdiction's estimate is submitted, if the jurisdiction desires to make a contribution that was not included in its estimate, the Participating Jurisdiction must identify the additional contribution in writing and submit it to the Task Force Commander. The Task Force Commander must review proposed contribution(s) and may accept or reject it. Any additional contribution that is not approved by the Task Force Commander is ineligible for inclusion in the final report of contributions.

Within 90 days of the end each calendar year, each Participating Jurisdiction shall submit to the County a final report of its total financial contributions made to support the Task Force for the prior year. Any reported contribution, plus any additional contributions approved by the Task Force Commander, exceeding the estimate by more than 15% will not be included in the allocation rate, unless approved by the Executive Board.

Final reports will be used to establish the allocation rate for each Participating Jurisdiction for the prior year. The allocation rate for each Participating Jurisdiction shall be calculated by dividing the Participating Jurisdiction contributions by the total of all participating jurisdictions' contributions. An example follows:

$$\text{Allocation rate for Agency A} = \frac{\text{Agency A reported contribution}}{\text{Total of all reported contributions}}$$

The allocation rate for each Participating Jurisdiction shall be multiplied by the amount of excess fund balance, described in Section 5.3 to determine the amount of proceeds to be distributed to each Participating Jurisdiction. Any Participating Jurisdiction entitled to receive an amount less than \$1,000 agrees that the administrative burden of tracking that asset forfeiture funding exceeds the value of receipt and therefore any distributions below the threshold will not be distributed, but rather will be retained and reinvested in Task Force operations.

6. Section 5.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4.

At the end of each calendar year, the amount of net monetary proceeds of asset forfeiture shall be calculated. For purposes of this section, the term “net monetary proceeds” means cash proceeds realized from real or personal property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale, reasonable fees or commissions paid to independent selling agencies, amounts paid to satisfy a landlord’s claim for damages, or the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

From the net monetary proceeds, the operating expenditures of the Task Force for the fiscal year shall be deducted, leaving the remaining fund balance. From the remaining fund balance, the Task Force will retain an amount equal to twenty percent (20%) of the Task Force’s next fiscal year estimated operating budget to ensure adequate cash flow and reserves. Any excess fund balance shall be distributed to Participating Jurisdictions on a pro rata basis based on their percentage of financial contribution to the Task Force for the prior calendar year.

6. Section 5.6 of the Interlocal Agreement is deleted in its entirety.

7. Section 6.5 of the Interlocal Agreement is amended to read in its entirety:

Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements. All real or personal property of the Task Force will by majority vote of the Board be: 1) liquidated and disbursed pro rata to the then-current Participating Jurisdictions in proportion to their contribution to the Task Force for the calendar year prior to termination, or 2) transferred to any multi-jurisdictional Task Force in place within Snohomish County.

8. Effective January 1, 2017, Exhibit E “Commander Selection” shall be added to the Interlocal Agreement, attached to this Amendment No.1, and hereby incorporated by reference.
9. Exhibit A is removed and replaced its entirety with Amendment No.1 Exhibit A, attached hereto and incorporated by reference. Amendment No. 1 Exhibit A reflects newly assigned full-time investigative staff from the Cities of Edmonds and Lynnwood.
10. Exhibit C is removed and replaced its entirety with Amendment No.1 Exhibit C, attached hereto and incorporated by reference. Amendment No. 1 Exhibit C includes the financial contribution from October 1, 2017 through December 31, 2017.

11. Exhibit D is removed and replaced its entirety with Amendment No.1 Exhibit D, attached hereto and incorporated by reference. Amendment No. 1 Exhibit D reflects the revised Organizational Chart.
12. Except as expressly provided in this Amendment No.1, all of the terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.
13. This Amendment No 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

SNOHOMISH COUNTY:

County Executive

Approved as to Form:

Deputy Prosecuting Attorney

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2016 through December 31, 2017

EVERETT POLICE DEPARTMENT

1 Lieutenant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD

VACANT

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Information Deputy
1 K9 Detective
1 Support Staff

FUNDING

Justice Assistance Grant
Snohomish County Sheriff
Justice Assistance Grant
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff

VACANT

EDMONDS POLICE DEPARTMENT

1 Detective

Edmonds PD

LYNNWOOD POLICE DEPARTMENT

1 Sergeant
1 Detective
1 Detective

Lynnwood PD
Lynnwood PD
Lynnwood PD

MOUNTLAKE TERRACE POLICE DEPARTMENT

1 Detective

Mountlake Terrace PD

VACANT

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor
1 Support Staff

FUNDING

Seizure Funding
Seizure Funding

STATE OF WASHINGTON

1 Detective
1 Agent

FUNDING

Washington State Patrol
Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State *VACANT*

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard *VACANT*

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF *VACANT*

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service *VACANT*

ICE / H.S.I.

1 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS *VACANT*

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent
1 Agent

FUNDING

FBI
FBI

SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Mountlake Terrace, Snohomish County Sheriff (Chair), Snohomish County Prosecutor,
City of Everett Prosecutor, SRDGTF Commander

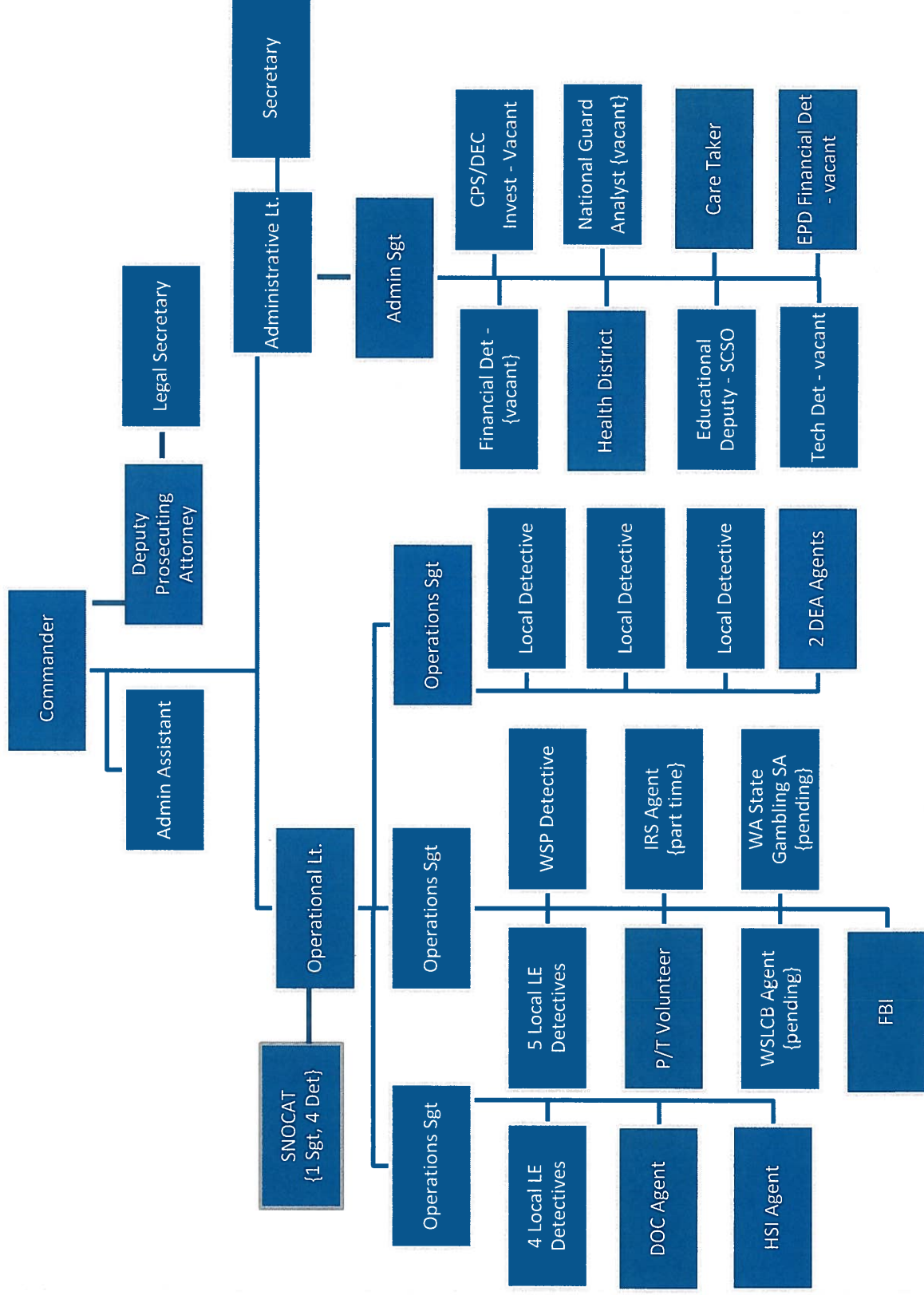


EXHIBIT C

Snohomish Regional Drug & Gang Task Force

Local Contributions for July 1, 2016 through December 31, 2017

JURISDICTION	POPULATION	2016 BRIDGE AMOUNT	OCT 2016- SEPT 2017 AMOUNT	OCT 2017- DEC 2017 AMOUNT	CONTRACT GRAND TOTAL
Arlington	18,490	\$ 1,230	\$ 4,918	\$ 1,230	\$ 7,378
Bothell	17,230	\$ 1,146	\$ 4,583	\$ 1,146	\$ 6,875
Brier	6,500	\$ 432	\$ 1,729	\$ 432	\$ 2,593
Darrington	1,350	\$ 90	\$ 359	\$ 90	\$ 539
Edmonds	40,490	\$ 2,693	\$ 10,770	\$ 2,693	\$ 16,156
Everett	105,800	\$ 7,036	\$ 28,142	\$ 7,036	\$ 42,214
Gold Bar	2,115	\$ 141	\$ 563	\$ 141	\$ 845
Granite Falls	3,390	\$ 226	\$ 902	\$ 226	\$ 1,354
Index	160	\$ 11	\$ 43	\$ 11	\$ 65
Lake Stevens	29,900	\$ 1,988	\$ 7,953	\$ 1,988	\$ 11,929
Lake Forest Park	-	\$ -	\$ -	\$ -	\$ -
Lynnwood	36,420	\$ 2,422	\$ 9,687	\$ 2,422	\$ 14,531
Marysville	64,140	\$ 4,265	\$ 17,061	\$ 4,265	\$ 25,591
Mill Creek	19,760	\$ 1,314	\$ 5,256	\$ 1,314	\$ 7,884
Monroe	17,620	\$ 1,172	\$ 4,687	\$ 1,172	\$ 7,031
Mountlake Terrace	21,090	\$ 1,403	\$ 5,610	\$ 1,403	\$ 8,416
Mukilteo	20,900	\$ 1,390	\$ 5,559	\$ 1,390	\$ 8,339
Snohomish	9,385	\$ 624	\$ 2,496	\$ 624	\$ 3,744
Snohomish County	330,260	\$ 21,962	\$ 87,847	\$ 21,962	\$ 131,771
Stanwood	6,585	\$ 438	\$ 1,752	\$ 438	\$ 2,628
Sultan	4,680	\$ 311	\$ 1,245	\$ 311	\$ 1,867
DSHS, CPS	-	\$ -	\$ -	\$ -	
Snohomish Health District	-	\$ -	\$ -	\$ -	
Washington State Patrol	-	\$ -	\$ -	\$ -	
PARTICIPATING JURISDICTIONS'		\$ 50,294	\$ 201,162	\$ 50,294	\$ 301,750
TOTALS:					



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e
DATE: January 11, 2018
SUBJECT: Appoint Mayor Kelley to represent Stanwood at Community Transit Meeting to select a new Board of Directors
CONTACT PERSON: Erica Schorn, Deputy Clerk
ATTACHMENTS: A – Community Transit Letter – representative selection

ISSUE

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

RECOMMENDATION

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

DISCUSSION

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

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

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

RECOMMENDED MOTION

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



November 3, 2017

Mayor Leonard Kelley and City Councilmembers
City of Stanwood
10220 270th St. NW
Stanwood WA 98292

Dear Mayor and City Council Members:

In accordance with agency Bylaws, it is time to select a new Community Transit Board of Directors. Your City Council is requested to appoint one elected official to represent your city at a meeting called for this purpose. The meeting has been scheduled for:

Date: Thursday, January 18, 2018
Time: 5:00 p.m.
Location: Community Transit Board Room
7100 Hardeson Rd.
Everett, WA 98203

Please place this item on an upcoming City Council meeting agenda.

At the January 18 meeting, cities and towns within Community Transit's service area will elect their representatives to the Board of Directors. When being considered for selection to Community Transit's Board of Director, please be aware that the agency bylaws (section 3.1.i) require potential Board members to disclose any personal situation which may give the appearance of having a conflict of interest. The Board of Directors consists of the following members:

- Two members and their alternate from the County Council;
- Two members and an alternate from the component cities with population of 35,000 or more (Edmonds, Lynnwood, Marysville);
- Three members and two alternates from the component cities with population between 15,000 and 35,000 (Arlington, Bothell, Lake Stevens, Mill Creek, Monroe, Mountlake Terrace, and Mukilteo); and,
- Two members and an alternate from the component cities with population less than 15,000 (Brier, Darrington, Gold Bar, Granite Falls, Index, Snohomish, Stanwood, Sultan and Woodway).

Population figures are determined by the state Office of Financial Management's official figures, dated April 2015.

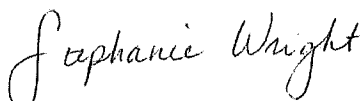
Selected Board members will serve a two-year term beginning at the first meeting following their selection. Once new Board members are chosen, an **orientation** will be scheduled at the earliest opportunity. Newly elected Board members should plan to attend this very important meeting. The next **regular** Board meeting is scheduled for February 1, 2018.

The Board of Directors provides policy and legislative direction and has fiduciary responsibility for the agency. Board meetings are held the first Thursday of each month at 3:00 p.m. with quarterly Board workshops scheduled for the third Thursday of the months of January, April, July, and the fourth Thursday in October. Each Board member is also expected to serve on up to two committees, each of which meets monthly. Special meetings may be called from time to time as necessary. For additional information regarding duties of Board members, see the attached Bylaws.

Please advise Jan McBride, Executive Office Manager, by January 12, 2018, of the name and contact information of the elected official selected by your City Council to attend the Board selection meeting. This will allow us to send your representative a meeting notice and other information he/she may require.

We strongly urge that your city be represented at this important meeting. If you have any questions regarding this matter, please contact Jan McBride at (425) 348-7102.

Sincerely,



Councilmember Stephanie Wright
Chairman of the Board



Emmett Heath
Chief Executive Officer



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8f

DATE: January 11, 2018

SUBJECT: Appointment of Parks and Trails Advisory Committee members

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – Appointment Forms
B – Rules of Procedure - Rule 29

ISSUE

Does the city council concur with the mayor's recommendation to appoint seven individuals who have expressed interest in serving on the Parks and Trails Advisory Committee?

RECOMMENDATION

Appoint the following individuals for service on the Parks and Trails Advisory Committee:

Matt Withers (1st term)
Steve Shepro (1st term)
Seth Richey (2nd term)
Sue Thees (2nd term)
Charles R. (Bob) Hitz (2nd term)
Gordon Bell (2nd term)
Marshall Will (2nd term)

SUMMARY

The city council approved the formation of a five to seven member Parks and Trails Advisory Committee at its October 13, 2016 meeting to advise the city on issues related to the planning, development, funding and construction of city parks and trails during the 2017-2018 budget cycle. Seven interested individuals were appointed by City Council at the November 10, 2016 meeting. Parks and Trails Advisory Committee appointments serve one-year terms.

DISCUSSION

This Committee provides a valuable liaison between the community and the city council, and ensures citizen involvement in all aspects of the Parks and Trails planning and development process.

A majority of the recommended appointments are Stanwood residents. The Committee will continue meeting as needed and staff and committee members will determine the date and time of their future meetings cooperatively, which will be open to the public and subject to open meeting laws.

The Committee has met more or less monthly since its inception in November 2016. It is anticipated the Committee will continue to meet monthly, or as deemed necessary, for the foreseeable future. Membership is voluntary and members will not be compensated. The city council may choose to dissolve the committee at any time.

With the assistance of staff and other professionals, the committee will cooperatively plan and prepare project recommendations for presentation to the planning commission and city council. The Committee will be advisory only and will not have decision-making authority.

The Committee has concluded work on the six-year parks and trails implementation plan, produced a final report for Parks and Trails Phase II planning efforts, and is wrapping up review on the Parks, Recreation and Open Space Plan draft amendments. It is anticipated that the Committee will review the Heritage Park Drainage Study, Heritage, Ovenell and Hamilton master plan and/or development proposals, and metropolitan park district recommendations over the coming year along with other park and trail issues that may arise.

FISCAL IMPACT

There is no fiscal impact.

COMMITTEE RECOMMENDATION

The Public Works Committee reviewed the formation of the Parks and Trails Advisory Committee over several meetings in the fall of 2016.

CITY COUNCIL OPTIONS

- 1) Appoint the recommended individuals to the Parks and Trails Advisory Committee.
- 2) Appoint selected individuals from the recommendation to the Parks and Trails Advisory Committee.
- 3) Do not appoint members of the Parks and Trails Advisory Committee at this time.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF THE FOLLOWING INDIVIDUALS TO THE PARKS AND TRAILS ADVISORY COMMITTEE:

**Matt Withers
Steve Shepro
Seth Richey
Sue Thees
Charles R. (Bob) Hitz
Gordon Bell
Marshall Will**



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Matt Withers as Parks and Trails Advisory Committee (PTAC) Member of the City of Stanwood, pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code, for a term of one-year expiring December 31, 2018.

Leonard Kelley, Mayor

I, Matt Withers, do swear and affirm that I will perform the duties assigned to me as PTAC Member of the City of Stanwood in the manner required by law. I have the ability to represent various community perspectives, to be fair, impartial and respectful of other's opinions, and am willing to participate in group discussions and work assignments.

Matt Withers

Dated this 11th day of January, 2018



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Steve Shepro as Parks and Trails Advisory Committee (PTAC) Member of the City of Stanwood, pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code, for a term of one-year expiring December 31, 2018.

Leonard Kelley, Mayor

I, Steve Shepro, do swear and affirm that I will perform the duties assigned to me as PTAC Member of the City of Stanwood in the manner required by law. I have the ability to represent various community perspectives, to be fair, impartial and respectful of other's opinions, and am willing to participate in group discussions and work assignments.

Steve Shepro

Dated this 11th day of January, 2018



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Seth Richey as Parks and Trails Advisory Committee (PTAC) Member of the City of Stanwood, pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code, for a term of one-year expiring December 31, 2018.

Leonard Kelley, Mayor

I, Seth Richey, do swear and affirm that I will perform the duties assigned to me as PTAC Member of the City of Stanwood in the manner required by law. I have the ability to represent various community perspectives, to be fair, impartial and respectful of other's opinions, and am willing to participate in group discussions and work assignments.

Seth Richey

Dated this 11th day of January, 2018



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Sue Thees as Parks and Trails Advisory Committee (PTAC) Member of the City of Stanwood, pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code, for a term of one-year expiring December 31, 2018.

Leonard Kelley, Mayor

I, Sue Thees, do swear and affirm that I will perform the duties assigned to me as PTAC Member of the City of Stanwood in the manner required by law. I have the ability to represent various community perspectives, to be fair, impartial and respectful of other's opinions, and am willing to participate in group discussions and work assignments.

Sue Thees

Dated this 11th day of January, 2018



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Charles R. (Bob) Hitz as Parks and Trails Advisory Committee (PTAC) Member of the City of Stanwood, pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code, for a term of one-year expiring December 31, 2018.

Leonard Kelley, Mayor

I, Charles R. (Bob) Hitz, do swear and affirm that I will perform the duties assigned to me as PTAC Member of the City of Stanwood in the manner required by law. I have the ability to represent various community perspectives, to be fair, impartial and respectful of other's opinions, and am willing to participate in group discussions and work assignments.

Charles R. (Bob) Hitz

Dated this 11th day of January, 2018



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Gordon Bell as Parks and Trails Advisory Committee (PTAC) Member of the City of Stanwood, pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code, for a term of one-year expiring December 31, 2018.

Leonard Kelley, Mayor

I, Gordon Bell, do swear and affirm that I will perform the duties assigned to me as PTAC Member of the City of Stanwood in the manner required by law. I have the ability to represent various community perspectives, to be fair, impartial and respectful of other's opinions, and am willing to participate in group discussions and work assignments.

Gordon Bell

Dated this 11th day of January, 2018



APPOINTMENT

I, Leonard Kelley, duly elected and acting Mayor of the City of Stanwood, do hereby appoint Marshall Will as Parks and Trails Advisory Committee (PTAC) Member of the City of Stanwood, pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code, for a term of one-year expiring December 31, 2018.

Leonard Kelley, Mayor

I, Marshall Will, do swear and affirm that I will perform the duties assigned to me as PTAC Member of the City of Stanwood in the manner required by law. I have the ability to represent various community perspectives, to be fair, impartial and respectful of other's opinions, and am willing to participate in group discussions and work assignments.

Marshall Will

Dated this 11th day of January, 2018

COMMITTEES

Rule 29. The Committee structure of the council and the procedures governing all Committees shall be as follows:

(a) Standing Committees. The standing committee members shall be nominated by a committee made up of the Mayor, the Mayor pro tempore, and the longest serving member of the City Council other than the Mayor pro tempore considering the following:

- Each member of council will rank his/her assignment preference from one to four on each of the standing committees.
- Generally, assignments will be made based upon councilmember preference with the longest serving assigned his/her number one preference and continuing in this manner until all assignments have been made. Any tie in length of time served will be determined by seat position. The Mayor pro tempore shall gather the Committee Assignment Preference sheets and tally the information. After doing so, he/she shall meet with the appointment committee and go over the results. Exceptions are permissible upon unanimous agreement by the assignment committee.
- The committee's selection is subject to an affirmative vote of a majority of all councilmembers.

The term of each committee will be one year. Committees shall be submitted to Council by the second meeting of each calendar year. Each committee shall consist of four council members, three to serve as primary members and one to serve as an alternate member. The standing committees are:

- Public Works
- Community / Economic Development
- Finance / Personnel
- Public Safety

In the event that the Mayor or the Council perceives a need for any additional committee outside the scope of the standing committees, the Mayor shall submit recommendations to the Council for approval.

(b) Committees shall appoint a committee chair at the first committee meeting of the new calendar year. No one Councilmember shall serve as chair for more than one committee. Committees may make recommendations on proposed programs, services, ordinances, and resolutions within their area of responsibility before action is taken by the council. A committee member may present the recommendations of the committee during the discussion of the item of business.

- (c) Members may be removed from a council committee by a majority vote of the council for neglect of duty, conflict of interest, malfeasance in office or other just cause including unexcused absence for more than three (3) consecutive committee meetings.
- (d) Employees may staff the various committees as directed by the mayor but no staff person shall serve as a member of a Council Committee.
- (e) Standing Council Committees shall have a fixed monthly meeting. The standing committee meetings date, time and location shall be posted on the city's web-site and on the bulletin board at City Hall. Committee meetings may be cancelled or changed with the approval of the Committee Chair. A Committee Chairman has the authority to call a committee meeting. Staff shall work with Committee Chairman to arrange meeting.
- (f) Minutes need not be taken of committee meetings.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8g
DATE: January 11, 2018
SUBJECT: Appointments and re-appointments to the Stanwood Planning Commission
CONTACT PERSON: Devin Sola, Administrative Assistant
ATTACHMENTS: A - Letters of Interest

ISSUE

Does the City Council concur with Mayor Kelley's recommendation to appoint Steve Shepro, Lance Dennis and Marcus Metz, and re-appoint Linda Utgard and Kelly McGill to the Stanwood Planning Commission?

RECOMMENDATION

Appoint Steve Shepro to the unexpired term of Dianne White, Marcus Metz to the unexpired term of Judy Williams, and Lance Dennis to the expired term of Mark Ramaley. Re-appoint Linda Utgard and Kelly McGill to new terms.

SUMMARY STATEMENT

The Planning Commission has three vacancies created by the resignation of Mark Ramaley and Dianne White and Judy Williams's elections to the City Council. Mr. Ramaley's term expired on December 31, 2017. The new term to be filled by Lance Dennis will be January 2018 – December 2022. Dianne White and Judy Williams's terms continue through December 31, 2019. Linda Utgard and Kelly McGill have expressed interest in serving new terms from January 2018 – December 2022. The Planning Commission has an annual work program and it is important to have a full and experienced Commission for these important recommendations.

Steve Shepro, Lance Dennis and Marcus Metz have submitted the attached letters of interest for these positions. Mayor Kelley is requesting that the City Council concur in appointing them to the Planning Commission.

CITY COUNCIL OPTIONS

- 1) Approve the mayor's appointments and reappointments to the Planning Commission.
- 2) Seek additional candidates for consideration for appointment.

RECOMMENDED MOTION

**I MOVE TO APPROVE THE MAYOR'S APPOINTMENTS AND RE-APPOINTMENTS
TO THE STANWOOD PLANNING COMMISSION.**

December 5, 2017



Mr. Ryan Larsen, City Administrator
City of Stanwood
10220 270th Ave. NW
Stanwood, WA 98292

Re: Planning Commission vacancy

Dear Ryan,

Please consider me for one of the soon to be vacated seats on the Stanwood Planning Commission. At a recent Planning Commission meeting, I was informally asked by Mark Ramaley and Randy Heagle to apply for one of the open positions.

My college degree was in Geography, which encompassed Urban Planning. My avocation has always extended to an interest in the inner workings of cities and towns. I believe I would be a fine fit to the current Commission's makeup.

I will also make the commitment to attend meetings regularly and study all of the issues at hand. My goal is to be an active and valuable asset to our Planning Commission. I believe my recent involvement with the Stanwood Stewards and its commitment to enhancing the lives of Stanwood's citizens is indicative of the role I can play with the Commission.

Sincerely,


Steve Shepro

8611 280th St. NW

Stanwood, WA 98292

sgshepro@yahoo.com

360-510-8022

Planning Commission

From: Marcus Metz <marcusalanmetz@gmail.com>

To: leoooo <leoooo@aol.com>

Date: Mon, Dec 25, 2017 3:21 am

To whom it may concern,

Consider this my letter of interest in a position on the Planning Commission for the City of Stanwood in 2018. I make it a point to be active in city/community betterment and affairs and feel this is will help me serve that purpose.

Thank you for your time and consideration,

Marcus Metz

Devin M Sola

From: LANCE AND GAIL DENNIS <lg_dennis@msn.com>
Sent: Monday, December 11, 2017 6:32 PM
To: Ryan C. Larsen; Devin M Sola
Subject: Planning Comission

Follow Up Flag: Follow up
Flag Status: Flagged

Letter of intent:

I would like to serve as a member of the Stanwood Planning Commission.

I appreciate your consideration.

Sincerely,
Lance Dennis
7835 264th PL NW
Stanwood, Wa 98292
425-330-7094

Sent from my iPhone



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a
DATE: January 11, 2018
SUBJECT: Selection of Mayor Pro Tempore
CONTACT PERSON: Erica Schorn, Deputy Clerk
ATTACHMENTS: A - Council Rules of Procedure Rule 7

ISSUE

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

SUMMARY STATEMENT

At the first meeting of the City Council in the new year (2018), as required by the City Council Rules of Procedure, councilmembers must choose a member to serve as mayor pro tempore for the year.

DISCUSSION

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

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

Council must choose a member to serve as mayor pro tempore at their first meeting in 2018.

RECOMMENDED MOTION

**I MOVE TO APPOINT COUNCILMEMBER _____ AS MAYOR PRO
TEMPORE TO SERVE A ONE YEAR TERM IN 2018.**

ATTACHMENT A

ELECTION OF MAYOR PRO TEMPORE

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



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: January 11, 2018

SUBJECT: Select Council Committees

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A - Rules of Procedure Rule 29
B - Council Committees – 2017
C - Council Tenure
D - Council Committee Ranking Sheet

ISSUE

Council must select standing committee membership for 2018 per Rule 29 (Attachment A) of Council's Rules of Procedure.

SUMMARY STATEMENT

There are four Council Standing Committees (Attachment B):

- 1) Community Development/Economic Development
- 2) Finance/Personnel
- 3) Public Safety
- 4) Public Works/Parks

Committee membership is an annual term which expires at the first council meeting of the new year - January 11, 2018. Council must choose committee members to serve on the 2018 standing committees for an annual term.

DISCUSSION

Council serves on standing committees for an annual term. According to the Rules of Procedure, a nominating committee composed of the mayor, mayor pro tempore, and the longest serving councilmember (Attachment C) are responsible for determining committee membership. Each councilmember notes his committee preference on the ranking sheet (Attachment D) by numbering the committees from 1 to 4 with one being the most preferred. The mayor pro tempore tallies the results and brings the

information to the nominating committee who selects committee members giving preference to councilmembers with the longest tenure.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

Council can request assistance from staff or can handle the process on its own.

RECOMMENDED MOTION

Staff has requested council discuss this issue and advise staff of any additional assistance they may need in order for them to be ready to rate their committee preferences for the next council meeting on January 25, 2018 so that the mayor pro tempore can tally the results for the nominating committee.

COMMITTEES

Rule 29. The Committee structure of the council and the procedures governing all committees shall be as follows:

(a) Standing Committees. The standing committee members shall be nominated by a committee made up of the Mayor, the Mayor pro tempore, and the longest serving member of the City Council other than the Mayor pro tempore considering the following:

- Each member of council will rank his/her assignment preference from one to four on each of the standing committees.
- Generally assignments will be made based upon councilmember preference with the longest serving councilmember assigned his/her number 1 preference then the second longest serving assigned his/her number 1 preference and continuing in that manner until all assignments have been made. Any tie in length of time served will be determined by seat position.

The Mayor pro tempore shall gather the Committee Assignment Preference sheets and tally the information. After doing so, he/she shall meet with the appointment committee and go over the results.

Exceptions are permissible upon unanimous agreement by the assignment committee.

The longest serving member shall be defined as the total of the combined length of all terms served.

**City of Stanwood
2017
CITY COUNCIL COMMITTEES**



Community Development/Economic Development***

Elizabeth Callaghan, Chair
Dottie Gorsuch
Conrad Ryer
Rob Johnson, Alternate

Schedule: Meets prior to the 1st council meeting of the month at 6:00 pm***

Finance/Personnel***

Arne Wennerberg, Chair
Larry Sather
Conrad Ryer
Tim Pearce, Alternate

Schedule: Meets prior to the 2nd council meeting of the month at 6:00 pm***

Public Safety***

Timothy Pearce, Chair
Larry Sather
Elizabeth Callaghan
Dottie Gorsuch, Alternate

Schedule: Meets prior to the 2nd Council meeting of the month at 6:00 pm***

Public Works/Parks**

Arne Wennerberg, Chair
Tim Pearce
Rob Johnson
Conrad Ryer, Alternate

Schedule: Meets the 1st Monday of the month at 5:00 pm**

*** If you are unable to attend your meeting:**

1. Contact the Committee Chair *as soon as possible*.
2. The Committee Chair will notify the assigned alternate and appropriate City Hall staff.

****Meets at Stanwood Wastewater Treatment Plant, Stanwood.**

*****Meets at the Stanwood Camano School District Administration Board Room,
26920 Pioneer Hwy in Stanwood.**

**Stanwood City Council Tenure
Effective January 1, 2018**

All terms begin in January and end in December except where noted

Conrad Ryer (Position 6) – 9.75 years

Terms: 2014-2017, 2013, January-August 2010, 2006-2009

Timothy Pearce (Position 4) – 6 years

Term: 2016-2017, 2010-2013

Larry Sather (Position 5) – 5.25 years

Terms: 2014-2017, October 2012-2013

Elizabeth Callaghan (Position 3) – 4.08 years

Term: 2016-2017, 2012-2013, December 2011

Rob Johnson (Position 1) – 4 years

Term: 2014-2017

Dianne White (Position 2) – 1.92

Term: February 2004-2005

Judy Williams (Position 7)



Date:

Councilmembers, please rank your committee assignment preference from one (1) to four (4) on each of the standing committees.

Councilmember's Name: _____

Public Works _____

Community/Economic Development _____

Finance/Personnel _____

Public Safety _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9c
DATE: January 11, 2018
SUBJECT: Set Council Calendar
CONTACT PERSON: Erica Schorn, Deputy Clerk
ATTACHMENTS: A – Rules of Procedure-Meetings
B – Proposed Council Calendar

ISSUE

Should council approve the proposed 2018 Council Calendar as prepared by staff?

SUMMARY STATEMENT

Council's Rules of Procedure (Attachment A) Rule 2 states that the Stanwood City Council shall hold regular meetings on the second and fourth Thursday of each month. The 2018 calendar prepared for council approval includes setting three special meetings, moving a meeting that falls on a holiday, and canceling two meetings.

DISCUSSION

There are two special meetings in 2018:

- January 18, 2018

The first special meeting will be a general meeting to discuss the upcoming year and orient new councilmembers.

- February 1, 2018 – Budget Workshop
- June 21, 2018 – Budget Workshop

and two joint meetings in 2018:

- Planning Commission

In past years council has held a joint meeting with the planning commission in the spring. There are five Thursdays in March so the tentative date for this meeting is Thursday, March 29th but council may choose a date that works for their schedule.

- Fire Authority

The fire services contract with North County Regional Fire Authority requires council hold a joint meeting prior to May 1st of each year. Staff requests council choose a date that works for their schedule.

In past years, council has canceled the second meeting in August and the second meeting in December. These meetings fall on August 23, 2018 and December 27, 2018. The second meeting in November falls on Thanksgiving so Council's Rules of Procedure (Attachment A) allow the meeting to be moved to the previous Monday (November 19, 2018) as noted on the calendar.

FINANCIAL IMPACT

There is no financial impact

CITY COUNCIL OPTIONS

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

RECOMMENDED MOTION

I MOVE TO SET SPECIAL MEETINGS AND APPROVE THE COUNCIL CALENDAR FOR 2018 AS PRESENTED BY STAFF.

SECTION I GENERAL PROVISIONS

COUNCIL MEETING – LOCATION

Rule 1. All regular meetings of the Stanwood City Council shall be held in the official proclaimed Council Chambers, unless:

- (a) Notice has been given, as required by SMC 2.44.020 for a special meeting, which states an alternate location; or
- (b) The meeting is convened in council chambers and moved to another location for review of city business, or for the convenience of the council.

COUNCIL MEETINGS

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

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

ATTACHMENT B

Proposed Council Calendar 2018

<u>Subcommittee Meetings</u>	TBD after January 25
<u>Joint Meetings with P/C</u>	March 29 th Tentative
<u>Joint Meeting with Fire</u>	TBD (must be held before May 1)
<u>Council Special Meetings</u>	Thursday January 18 Thursday February 1 Thursday June 21
<u>Council Meeting Changes</u>	Thursday, August 23 (cancel) Thursday, November 22 (move to November 19) Thursday, December 27 (cancel)