1. Agenda

    Documents:

        03-08-18 AGENDA.PDF

2. Meeting Materials

    Documents:

        5A YMCA.PDF
        6A FINANCE COMMITTEE REPORT.PDF
        7A VOUCHERS.PDF
        7B 2-22-18 MINUTES.PDF
        8A HEALTH DISTRICT ILA.PDF
        8B CEDARHOME SRTS FINAL ACCEPTANCE.PDF

AGENDA
CITY COUNCIL REGULAR MEETING

Thursday, March 08, 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. **APPROVAL OF THE AGENDA**
4. **CITIZEN COMMENTS**
5. **STAFF REPORTS**
   a. YMCA Community Benefit Report - 2017
6. **COMMITTEE REPORTS**
   a. Finance
7. **CONSENT AGENDA**
   a. Approve Vouchers and Payroll Checks
   b. Approve February 22, 2018 Regular Meeting Minutes
8. **NEW BUSINESS**
   a. Authorize the mayor to sign ILA with Snohomish Health District
   b. Cedarhome Elementary Safe Routes to School, Final Acceptance
9. **REPORTS OF OFFICERS AND COMMITTEES**
   a. Mayor's Report
   b. City Administrator's Report
   c. Councilmember Reports/Questions
10. **CITIZEN CLOSING COMMENTS**
11. **ADJOURN**

Upcoming Meetings:
March 22, 2018 Regular Meeting
April 12, 2018 Regular Meeting

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	5a
DATE:	March 8, 2018
SUBJECT:	YMCA Community Benefit Report - 2017
CONTACT PERSON:	David A. Hammond, Finance Director
ATTACHMENTS:	A – YMCA Community Benefit Report – 2017 B – Contract 2017-47 – Supplemental Agreement No. 1, YMCA Financial Contribution

SUMMARY STATEMENT

Attached is the YMCA's 2017 Community Benefit Report, including Community Swim dates, Adult Softball League, and the breakdown of participants, staff hours and associated fees for council review.

ISSUE

The issue before the City Council is to review and consider response to the attached 2017 YMCA Community Benefit report.

RECOMMENDATION

City staff provided the Finance Committee with attached YMCA annual report with a recommendation to request from YMCA leadership a greater marketing and advertisement effort to promote and grow the summer adult league program. The Finance Committee supported this recommendation.

BACKGROUND

The City and YMCA have agreed to offset $50,000 of building permit fees with services to be provided by the YMCA. The YMCA agreed to report progress on those services. This 2017 report is their first, and provides an accounting of the services provided to date as well as an accounting of YMCA costs to be charged against the $50,000 Building Credit. The attached Supplemental agreement describes the services to be provided and how to calculate the offset. City staff verified the YMCA reported events (one league and fourteen swims), however the city accounting differs slightly from the YMCA's accounting.

DISCUSSION

The agreement provides for flat rate offsets; $250 for each free swim and $6,750 for each adult league provided. In 2017, the YMCA held fourteen swims and provided one adult league, thus Table One below provides a current accounting of the $50,000 Building Credit.

TABLE ONE Stanwood YMCA Building Credit Accounting	
Building Credit – beginning balance	$50,000
Less: Swim Days (14 @ $250)	($3,500)
Less: Adult League	($6,750)
Remaining Credit as of 1/1/2018	$39,750

This calculation places the value of 2017 services $970.00 less than the YMCA's calculation. Further, while the services provided do comply with the agreed-upon services, the city had anticipated a larger adult league. The 2017 softball league only fielded four teams. The YMCA accounting describes their league costs of $5,020 and does not include any marketing or advertising expense. Further, the accounting for costs does not include the participant fees collected by the YMCA, which revenue would offset their program costs. City staff will convey an expectation that the second year will experience a more successful league, that is, with more participation.

The YMCA has advertised its 2018 swim schedule, which includes thirteen events. City staff notes this is the minimum required by the agreement. Staff will meet with YMCA leadership to convey our request for greater marketing and advertisement to grow the adult league program in 2018.

FINANCIAL IMPACT

The first year of YMCA services amounted to approximately one-fifth of the $50,000 Building Credit Balance; $39,750 remains.

Memo

To: Ryan Larsen

From: Mary Bredereck

cc: Mayor Kelley

Date: January 30, 2018

Re: 2017 YMCA Community Benefit Report

Attached, please find the YMCA's 2017 schedules for the Community Swim dates and Adult Softball League. Additionally, the following is a breakdown of participants, staff hours and associated fees per our community benefit agreement.

Community Swim:
Lifeguard: $20/hr, 2 per session
Session Time: 2.5 hours
Number of sessions per yr: 14
(July 8 canceled due to facility closure)
Marketing: quarterly program guides, monthly schedule, social media, internal communications
Total Participants: 445 headcount (all participants)/182 families
Day Pass Fee: $25/family

Community Benefit:

Lifeguards:	$1,400
Marketing:	$250
Participant Fee:	$4,550 (waived-value of participation)
Total:	**$6,200** (apply to $50,000 agreement)

Adult Softball League
Staff cost: $18/hr
Hours: 80 hrs, pre-season-(marketing, registration, program admin, etc.)
22.5 hrs, 8 week season- (umpire, program admin, set-up, field maintenance)
Equipment (bats, balls, chalk, field liner)
Teams: 4 teams of 9-15 people
Participant Fee: $350 per team

Community Benefit:

Staff:	$1,845
Equipment:	$400
Field Rental	$1375
Participant Fee:	$1,400 (waived-value of participation)
Total:	**$5,020** (apply to $50,000 agreement)

Stanwood-Camano YMCA Community Swim Dates 2017

All Ages Welcome

Time: 2-4:30 pm

Recreational swim time. One lap lane is provided. Lifeguard on duty. Community swim is available for free to all community members. Upon arriving at the pool, members will be asked to sign in, to help keep track of members in attendance.

- January 21
- February 18
- March 18
- April 15
- May 20
- June 10 & 17
- July 15
- August 12 & 19
- September 16
- October 21
- November 18
- December 16

Adult Softball Schedule 2017

Date	Time	Home	Away	Location
Thursday 7/6	6:00PM	Law Office of Dale Wagner	Sons of Pitches	Heritage Field 2
	7:30PM	Balls and Dolls	Stanwood Sluggers	Heritage Field 2
Thursday 7/13	6:00PM	Balls and Dolls	Law Office of Dale Wagner	Heritage Field 2
	7:30PM	Sons of Pitches	Stanwood Sluggers	Heritage Field 2
Thursday 7/20	6:00PM	Sons of Pitches	Balls and Dolls	Heritage Field 2
	7:30PM	Law Office of Dale Wagner	Stanwood Sluggers	Heritage Field 2
Thursday 7/27	6:00PM	Stanwood Sluggers	Balls and Dolls	Heritage Field 2
	7:30PM	Sons of Pitches	Law Office of Dale Wagner	Heritage Field 2
Thursday 8/3	6:00PM	Stanwood Sluggers	Sons of Pitches	Heritage Field 2
	7:30PM	Law Office of Dale Wagner	Balls and Dolls	Heritage Field 2
Thursday 8/10	6:00PM	Stanwood Sluggers	Law Office of Dale Wagner	Heritage Field 2
	7:30PM	Balls and Dolls	Sons of Pitches	Heritage Field 2
Wednesday 8/16	6:00PM	Seed 2	Seed 3	Heritage Field 2
	7:30PM	Seed 1	Seed 4	Heritage Field 2
Thursday 8/17	7:30PM	Winner of Game 1	Winner of Game 2	Heritage Field 2

Practice Schedule

Tuesdays 6-7pm Law Office of Dale Wagner

Slots Open

Tuesdays 7:00-8:00pm or 8:00-9:00pm
Wednesday 6-9pm, except for 8/16 which is playoff day.

SUPPLEMENTAL AGREEMENT NO. 1 TO STANWOOD YMCA AGREEMENT 2015 FOR FINANCIAL CONTRIBUTION

This Supplemental Agreement No. 1 is made and entered into on the 11th day of May, 2017 between the City of Stanwood, hereinafter called the "City" and YMCA of Stanwood, hereinafter called the "YMCA."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for City's reduction or waiver of up to $50,000 in building and permit fees, hereinafter called the "Project," said Agreement being dated June 11, 2015; and

WHEREAS, both parties desire to supplement said Agreement to clarify the roles and responsibilities of both parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated June 11, 2015, shall remain in full force and effect, except as modified in the following sections:

1. Section 1 of the Original Agreement, "SERVICES", shall be deleted and replaced in its entirety with the following: In exchange for City's reduction or waiver of up to $50,000.00 in building permit fees, the YMCA agrees to provide the following services up to $50,000.00:

ITEM	SESSIONS PER YEAR	VALUE PER SESSION	TOTAL PER YEAR
90 Minute Free Open Swim for Stanwood Residents	13-18	$250	$3,250 - $4,500
1 Adult Sports League (Kickball or Softball) to be located at Heritage Park	8 week League	$6750	$6750

1.1 90 Minute Free Open Swim

1.1.1 The 90 minute free open swim is available to city and non-city residents.

1.1.2 It is not necessary to be a YMCA member to participate in the free open swim.

1.1.3 The YMCA will advertise and promote the free open swim in printed material, on the Stanwood YMCA website and social media sites similar to other Stanwood YMCA sponsored activities.

1.2 Adult Sports League

1.2.1 It is not necessary to be a YMCA member to participate in the league.

1.2.2 The YMCA is responsible for the payment of field rental fees

1.2.3 The YMCA may offset the cost for field use fees and professional umpires through minimal team registration fees not to exceed the amount of said costs.

1.2.4 Non-Stanwood residents may participate in the league and may be charged additional fees as determined by the YMCA.

1.2.5 The YMCA will advertise and promote the Adult Sports League in printed material, on the Stanwood YMCA website and social media sites similar to other Stanwood YMCA sponsored sports leagues.

1.2.6 The city will provided the bases, mow the outfields as needed and deep drag the in-fields once per week during the season.

1.2.7 Field space is limited and subject to reservation approval through the city's parks department. The YMCA is encouraged to work closely with the field scheduler to ensure all teams have adequate practice and play time.

1.3 Reporting

1.3.1 The YMCA will submit quarterly reports to the city documenting service dates; staff hours to manage the program; number of program participants; and amounts expensed in the current quarter and previous quarters to provide the SERVICES described in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF STANWOOD

Leonard Kelley, Mayor

YMCA OF STANWOOD

Scott Washburn, President and CEO
YMCA of Snohomish County

Attest:

David Hammond, City Clerk

Approved as to form:

Grant K. Weed, City Attorney

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	6a
DATE:	March 8, 2018
SUBJECT:	Finance/Personnel Committee Report
ATTACHMENT:	Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 22, 2018 Finance/Personnel Meeting are attached.

ATTACHMENT A

FINANCE/PERSONNEL COMMITTEE

February 22, 2018

Finance Committee Report
(February 22, 2018 meeting summary)

In attendance:
Councilmember Larry Sather
Councilmember Conrad Ryer (chair)
Councilmember Dianne White
Ryan Larsen, City Administrator
Wendy Corder-Dowhower, Senior Accountant

1. Select Committee Chair

   Councilmember Dianne White nominated Conrad Ryer for Committee Chair. Councilmember Larry Sather seconded the nomination. Councilmember Conrad Ryer agreed to be Committee Chair for the Finance/Personnel Committee.

2. YMCA Annual Community Benefit Report

   City Administrator, Ryan Larsen presented the staff report, sharing the concern that a recommendation be made to YMCA leadership for a greater effort to promote by marketing and advertising the adult summer league program. Councilmember Dianne White stated she would be taking the concerns back to the YMCA as she sits on the YMCA Board.

3. Banking Services

   Senior Accountant, Wendy Corder-Dowhower briefed the Finance Committee members on the receipt of the banking services proposals and the comparisons. All Councilmembers were in favor of the recommendation of proceeding with a contract with Washington Federal.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7a
DATE:	March 8, 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 26765 through 26836 and electronic funds transfers in the amounts of $169,446.71. Approve issuance of Umpqua Bank payroll electronic funds transfers in the amount of $31,750.00.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF UMPQUA BANK VOUCHER CHECKS 26765 THROUGH 26836 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNTS OF $169,446.71. APPROVE ISSUANCE OF UMPQUA BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF $31,750.00.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

02/09/2018 To: 02/27/2018

Time: 11:29:38 Date: 02/27/2018

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
901	02/15/2018	Claims	2	EFT	Nathan Walsh	32.00	
1003	02/09/2018	Claims	2	EFT	Umpqua Bank Merchant Services	165.46	Merchant Fees
1140	02/27/2018	Claims	2	EFT	WA St Dept of Revenue **	10,247.80	B&O Excise Tax January 2018
902	02/15/2018	Claims	2	26765	APP- Associated Petroleum Products	2,261.69	
903	02/15/2018	Claims	2	26766	Gaylynn Brien	60.00	
904	02/15/2018	Claims	2	26767	Kevin Davis	32.00	
905	02/15/2018	Claims	2	26768	Edge Analytical Inc	40.00	
906	02/15/2018	Claims	2	26769	Forest Land Services Inc	2,380.51	
907	02/15/2018	Claims	2	26770	Frontier *	1,171.24	
908	02/15/2018	Claims	2	26771	HB Jaeger Company LLC	316.47	
909	02/15/2018	Claims	2	26772	Harmsen & Assoc Inc	1,550.00	
910	02/15/2018	Claims	2	26773	Jetters Northwest	557.77	
911	02/15/2018	Claims	2	26774	Scott Justesen	32.00	
912	02/15/2018	Claims	2	26775	Leonard H. Kelley	124.12	
913	02/15/2018	Claims	2	26776	LEIRA	50.00	
914	02/15/2018	Claims	2	26777	Loomis	155.00	
915	02/15/2018	Claims	2	26778	Office Depot	279.12	
916	02/15/2018	Claims	2	26779	PUD Of Snohomish County *	8,718.77	
917	02/15/2018	Claims	2	26780	Pitney Bowes Inc- Purchase Power *	1,207.00	
918	02/15/2018	Claims	2	26781	Ricoh USA Inc- Maint	376.95	
919	02/15/2018	Claims	2	26782	Ricoh USA, Inc.	1,097.82	
920	02/15/2018	Claims	2	26783	Shred-it US JV LLC	41.91	
921	02/15/2018	Claims	2	26784	Skagit Farmers Supply	2,139.44	
922	02/15/2018	Claims	2	26785	Devin Sola	82.17	
923	02/15/2018	Claims	2	26786	Casey Sousa	32.00	
924	02/15/2018	Claims	2	26787	Stanwood Camano News	116.35	
925	02/15/2018	Claims	2	26788	Stanwood Chamber Of Commerce	2,900.00	
926	02/15/2018	Claims	2	26789	Stanwood City Utility	2,308.95	
927	02/15/2018	Claims	2	26790	Stilly Auto Parts Napa	80.05	
928	02/15/2018	Claims	2	26791	US Bank Na Custody/ Treas Div-Money Ctr	30.00	
929	02/15/2018	Claims	2	26792	Union Bank - Visa	2,566.83	
930	02/15/2018	Claims	2	26793	Utilities Underground Loc	42.57	
931	02/15/2018	Claims	2	26794	Washington State Patrol *	360.00	
932	02/15/2018	Claims	2	26795	Wave Broadband	142.65	
933	02/15/2018	Claims	2	26796	Weed, Graafstra & Associates, Inc., P.S	5,705.00	
1141	02/27/2018	Claims	2	26797	American Process Group Inc	38,584.06	City Of Stanwood
1142	02/27/2018	Claims	2	26798	Aramark Uniform Services Inc	565.13	937963000
1143	02/27/2018	Claims	2	26799	Reina Barber	148.83	City Of Stanwood
1144	02/27/2018	Claims	2	26800	Bonner Electrical Contracting LLC	511.68	City Of Stanwood
1145	02/27/2018	Claims	2	26801	Cascade Natural Gas Corp	328.17	498 440 0000 7
1146	02/27/2018	Claims	2	26802	Cascade Septic, LLC	110.00	City Of Stanwood
1147	02/27/2018	Claims	2	26803	Code Publishing Company Inc	549.86	City Of Stanwood
1148	02/27/2018	Claims	2	26804	Confluence Environmental Company, Inc	3,700.60	City Of Stanwood
1149	02/27/2018	Claims	2	26805	Core & Main	637.17	110855
1150	02/27/2018	Claims	2	26806	Databar Inc.	887.86	8952
1151	02/27/2018	Claims	2	26807	Drivers License Guide Co	29.95	160420
1152	02/27/2018	Claims	2	26808	Edge Analytical Inc	264.00	STA01; STA01; STA01; STA01
1153	02/27/2018	Claims	2	26809	Environment Control	1,116.22	257778
1154	02/27/2018	Claims	2	26810	David Hammond	82.00	City Of Stanwood
1155	02/27/2018	Claims	2	26811	Harmsen & Assoc Inc	715.00	City Of Stanwood

CHECK REGISTER

City Of Stanwood — Time: 11:29:38 Date: 02/27/2018
MCAG #: 0695 — 02/09/2018 To: 02/27/2018 — Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1156	02/27/2018	Claims	2	26812	Krista Hintz	57.78	City Of Stanwood
1157	02/27/2018	Claims	2	26813	J.A. Brennan Associates, PLLC	1,355.00	City Of Stanwood
1158	02/27/2018	Claims	2	26814	KCDA Purchasing Coorperative	94.38	City Of Stanwood
1159	02/27/2018	Claims	2	26815	Maul Foster Alongi, Inc.	10,246.50	City Of Stanwood
1160	02/27/2018	Claims	2	26816	Office Depot	256.53	36274097; 36274097; 36274097
1161	02/27/2018	Claims	2	26817	PUD Of Snohomish County *	558.17	2007-3867-2; 2001-0353-9; 2019-4239-8
1162	02/27/2018	Claims	2	26818	Perteet Inc.	12,502.15	City Of Stanwood; City Of Stanwood
1163	02/27/2018	Claims	2	26819	Pratt Pest Management NW Inc	185.47	100391
1164	02/27/2018	Claims	2	26820	Refund - Greg Gilday	975.00	Ref Greg Gilday - Sewer Treatment Plant Application
1165	02/27/2018	Claims	2	26821	Ricoh USA, Inc.	240.37	131669-3660140
1166	02/27/2018	Claims	2	26822	Seegert, Gina	12.00	City Of Stanwood
1167	02/27/2018	Claims	2	26823	Site Development Associates, LLC	32,968.48	City Of Stanwood; City Of Stanwood; City Of Stanwood
1168	02/27/2018	Claims	2	26824	Sno Co Auditor File	68.00	RELEASE LIENS - 201605170122; 201605170123;
1169	02/27/2018	Claims	2	26825	Sno Co District Court	510.40	City Of Stanwood
1170	02/27/2018	Claims	2	26826	Sno Co Human Services Dept *	891.59	HSALC021; HSALC021
1171	02/27/2018	Claims	2	26827	Sno Co Information Services *	4,762.49	DIS1107
1172	02/27/2018	Claims	2	26828	Sno Co Office Of Public Defense *	240.00	City Of Stanwood
1173	02/27/2018	Claims	2	26829	Sno Co Treasurer	682.16	32032400300100; 32032400300300; 32032300401200; 32032400305600; 32032400413200; 00985000000200; 32032300400700; 32043000200400
1174	02/27/2018	Claims	2	26830	Snohomish County Public Def Association	1,926.10	City Of Stanwood
1175	02/27/2018	Claims	2	26831	Snohomish County Treasurer	6.24	Stanwood - Crime Victims
1176	02/27/2018	Claims	2	26832	Stanwood Ace Hardware/ Jks Ventures	389.02	20013
1177	02/27/2018	Claims	2	26833	Stanwood Camano News	91.74	261981
1178	02/27/2018	Claims	2	26834	WA St Department Of Health	3,853.60	83650 H
1179	02/27/2018	Claims	2	26835	WA St Treasurer	454.11	City Of Stanwood
1180	02/27/2018	Claims	2	26836	Washington Tractor Inc.	485.26	111096; 111096; 111096

001 General Fund	35,013.70
101 Street Fund	6,505.92
103 Street Construction Fund	12,502.15
104 Park Improvement Fund	24,224.50
110 Building Improvement Fund	1,381.25
401 Sewer Fund	12,598.41
410 Drainage Fund	1,697.32
411 Drainage Construction Fund	18,717.98
421 Water Fund	15,766.08
422 Water Construction Fund	1,635.26
630 Agency Fund	39,404.14
	Claims: 169,446.71
* Transaction Has Mixed Revenue And Expense Accounts	169,446.71

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo

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

( ) Finance Director ( ) Auditing Officer _____ Date: 2-28-18
( ) Deputy Finance Director

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

Time: 11:30:19 Date: 02/27/2018
02/09/2018 To: 02/27/2018
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1008	02/23/2018	Payroll	2	EFT		1,000.00	February 2018 Draw
1009	02/23/2018	Payroll	2	EFT		2,000.00	February 2018 Draw
1010	02/23/2018	Payroll	2	EFT		1,000.00	February 2018 Draw
1011	02/23/2018	Payroll	2	EFT		1,800.00	February 2018 Draw
1012	02/23/2018	Payroll	2	EFT		1,350.00	February 2018 Draw
1013	02/23/2018	Payroll	2	EFT		3,000.00	February 2018 Draw
1014	02/23/2018	Payroll	2	EFT		1,600.00	February 2018 Draw
1015	02/23/2018	Payroll	2	EFT		1,000.00	February 2018 Draw
1016	02/23/2018	Payroll	2	EFT		2,000.00	February 2018 Draw
1017	02/23/2018	Payroll	2	EFT		3,000.00	February 2018 Draw
1018	02/23/2018	Payroll	2	EFT		1,000.00	February 2018 Draw
1019	02/23/2018	Payroll	2	EFT		800.00	February 2018 Draw
1020	02/23/2018	Payroll	2	EFT		1,000.00	February 2018 Draw
1021	02/23/2018	Payroll	2	EFT		2,000.00	February 2018 Draw
1022	02/23/2018	Payroll	2	EFT		1,600.00	February 2018 Draw
1023	02/23/2018	Payroll	2	EFT		500.00	February 2018 Draw
1024	02/23/2018	Payroll	2	EFT		2,500.00	February 2018 Draw
1025	02/23/2018	Payroll	2	EFT		1,500.00	February 2018 Draw
1026	02/23/2018	Payroll	2	EFT		1,300.00	February 2018 Draw
1027	02/23/2018	Payroll	2	EFT		1,000.00	February 2018 Draw
1028	02/23/2018	Payroll	2	EFT		800.00	February 2018 Draw
		001 General Fund				31,750.00	
						31,750.00	Payroll: 31,750.00

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 _____ Date: 2-28-18
( ) Deputy Finance Director

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7b
DATE:	March 8, 2018
SUBJECT:	City Council February 22, 2018 Regular Meeting Minutes
CONTACT PERSON:	Erica Schorn, Deputy Clerk
ATTACHMENTS:	A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 22, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 22, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

ATTACHMENT A

CITY OF STANWOOD

Regular Meeting of the City Council
Thursday, February 22, 2018 – 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: Dianne White, Elizabeth Callaghan, Timothy Pearce, Larry Sather, Conrad Ryer, and Judy Williams. The meeting was quorate.

Motion by Councilmember Sather, second by Councilmember Callaghan, to excuse Councilmember Johnson. Motion carried unanimously.

Also present: City Administrator Ryan Larsen, Senior Accountant Wendy Dowhower, City Engineer/Assistant Public Works Director Shawn Smith, Assistant Fire Chief Don Bartlett, Police Chief Norm Link, City Attorney Grant Weed, Senior Planner Carly Ruacho, and Deputy Clerk Erica Schorn.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember White, to approve the agenda. Motion carried unanimously.

4. Citizen Comments

Mayor Kelley commented that the council will not be entertaining comments regarding marijuana at tonight's meeting.

Tim Schmidt – 27308 101st Ave

Mr. Schmidt thanked the City of Stanwood for its participation in glass quest. He also commented that at the last council meeting, a citizen suggested the formation of a social services committee. Mr. Schmidt is in favor of this idea, and believes such a committee could help provide leadership and guidance to smaller charities which are working together to help those suffering in our community. Lastly, he asked that the way signage complaints are handled be reviewed.

Michael Wooten – 27828 84th AVE NW

Mr. Wooten commented that McDay Holdings LLC officially withdrew its application to build a septage treatment plant in Stanwood, and he would like to reflect on that process. He recommended the city review its zoning restrictions so the city is not put in a similar situation in the future.

Cathy Wooten - 27828 84th AVE NW

Mrs. Wooten commented that she appreciates everything that was done in support of the withdrawal of the septage treatment plant application. She encouraged odor restrictions be addressed in the General Industrial Zone before it's too late.

5. Staff Reports

a. Police Compstat Report – January 2018
b. Public Works Monthly Report – January 2018
c. Community Development Report – Dec 2017/Jan 2018
d. Planning Commission Meeting Minutes – January 8, 2018
e. Planning Commission Meeting Minutes - January 22, 2018
f. North County Regional Fire Authority Report – 4th Quarter 2017
g. Impact Fees Annual Report - 2017
h. City Work Plan – 2018

6. Committee Reports

a. Public Works Committee
b. Community Development

7. Consent Agenda

a. Approve Vouchers and Payroll Checks
b. Approve February 1, 2018 City Council Special Meeting Minutes
c. Approve February 8, 2018 City Council Regular Meeting Minutes
d. Authorize the mayor to sign Banking Services Agreement
e. Transportation Benefit District Annual Report - 2017

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

8. Old Business

a. Adopt Resolution 2018-03 Adopting the PROS Plan Update

Senior Planner Carly Ruacho presented Resolution 2018-03 adopting the proposed updates to the Parks, Recreation and Open Space (PROS) Plan. These updates were reviewed at the February 8, 2018 council meeting. She commented that this

update will also be put forward via an ordinance later in the year when the Comprehensive Plan Element is amended. The state Recreation and Conservation Office is comfortable with adopting the PROS plan via resolution tonight so we can comply with the March 1, 2018 deadline.

Motion by Councilmember Sather, second by Councilmember White, to adopt Resolution 2018-03 adopting the 2018 updated Parks, Recreation and Open Space Plan. Motion carried unanimously.

9. New Business

a. Authorize the mayor to sign a contract with Snohomish County Parks and Recreation for Discover Stanwood Camano Information Guide

City Administrator Ryan Larsen presented a contract for a grant with Snohomish County Parks and Recreation for the Discover Stanwood Camano Information Guide for $8,000. The money will be utilized for the Discover Stanwood Camano Magazine focusing on the art community in the area.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the mayor to sign a contract with Snohomish County Parks and Recreation Department to receive an $8,000 grant from the Snohomish County Hotel-Motel tax fund to support the Discovery Stanwood Camano magazine. Motion carried unanimously.

10. Reports of Officers and Committees

a. Mayor's Report

Mayor Kelley reported that glass quest is going well, the town is buzzing and people are out in the cold searching for clues. The mayor attended the Snohomish County Economic Forecast Breakfast meeting this week which was very informative. There was an emphasis on aerospace manufacturing and travel, especially with airline flights coming to Paine Field.

The Snow Goose Festival is this weekend, and the Stanwood Camano Area Foundation Annual Philanthropist of the Year Awards Ceremony and Breakfast is Friday.

b. City Administrator's Report

City Administrator Ryan Larsen mentioned that Public Works had signs made to let people know where their Transportation Benefit District money is going to. Those signs will be posted soon.

The city will be receiving $500,000 from the state legislature for the Viking Way project. The Department of Fish and Wildlife received $500,000 for the Hamilton Boat Launch, so they will be moving forward with that project.

The city submitted an application along with other districts for $5,000,000 for Floodplains by Design.

Mr. Larsen discussed the odor topic, and will assign the issue to the Community Development Committee for discussion.

City Attorney Grant Weed mentioned that the Puget Sound Clean Air Agency has authority over regulation of certain odors, and the city does have a public nuisance ordinance that also has the ability to address odor issues, however there is room for improvement.

c. Councilmember Reports/Questions

11. Citizen Closing Comments

Cathy Wooten - 27828 84th AVE NW

Mrs. Wooten commented that though the Puget Sound Clean Air Agency has authority over odor regulation, she has not found an instance when the agency has actually shut a violator down. The public nuisance aspect of odor is reactive once the odor is already there.

The Snow Goose Festival is this weekend. There will be speakers over Saturday and Sunday, along with activities for kids, falconers, and Sarvey Wildlife will be bringing raptors and other birds. These events will take place at the Floyd.

12. Adjourn to Executive Session – Property Acquisition [RCW 42.30.110(c)] and Potential Litigation [42.30.110(1)(i)]

At 7:30 p.m., the mayor adjourned the meeting to executive session for twenty minutes.

At 7:50 p.m., the executive session was extended for five minutes.

The meeting reconvened at 7:55 p.m.

Motion by Councilmember Sather, second by Councilmember Pearce, to approve the scope of work in Attachment A with Maul Foster & Algoni not to exceed $200,000 for services related to administering the integrated planning grant. Motion carried unanimously.

Motion by Councilmember Sather, second by Councilmember Pearce, to authorize the mayor to sign the integrated planning grant with the Department of Ecology for acceptance of the grant funding. Motion carried unanimously.

13. Adjourn

There being no further business before the Council, Mayor Kelley adjourned the meeting at 7:59 p.m.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

Erica Schorn, Deputy Clerk

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: March 8, 2018

SUBJECT: Snohomish Health District Interlocal Agreement (ILA)

CONTACT PERSON: Ryan C. Larsen, City Administrator

ATTACHMENTS: A – Interlocal Agreement with Snohomish Health District

ISSUE

The issue in front of the City Council is whether or not to authorize the mayor to sign the Snohomish Health District Interlocal Agreement for a $1.00 per capita contribution ($6,785) to provide basic essential public health services and functions such as food safety, septic system inspections, disaster response, and disease outbreak prevention.

RECOMMENDATION

1. Review and discuss the Interlocal Agreement between the City and the Health District.
2. Authorize the mayor to sign the Snohomish Health District Interlocal Agreement to provide basic essential public health services and functions from January 1, 2018 to December 31, 2018 in an amount not to exceed $6,785.

SUMMARY STATEMENT

In 2016, the Snohomish County Health District requested cities within Snohomish County contribute $2/capita towards supporting the Health District's mission to provide essential public health services to residents and businesses in Snohomish County.

The Health District made a presentation to the City Council on August 11, 2016. The District made a second presentation to the management team on August 31, 2016. The City Council discussed the request at its October 3, 2016 budget workshop. The Snohomish County mayors signed a letter dated November 7, 2016 committing to working with their respective city council's to approve a $1/capita contribution to the Health District in 2017. The mayors requested the Health District commit to improvements recommended in the Ruckelshaus Assessment Report including finding a sustainable funding model, updating the strategic plan and governance as well as establishing county priorities for the funding available.

The City Council discussed the proposed $1/capital contribution during First Reading of the 2017-2018 Budget ordinance on November 10, 2016. The City Council directed staff

to include the $1/capita contribution in the 2017 budget and bring the Interlocal Agreement to the City Council for approval. No monies were put into the 2018 budget for this contribution based on Council's direction. The Health District is now asking cities to consider a second round of funding in their 2018 budget. The City was supplied with another Interlocal Agreement reflecting the new per capita amount.

The policy question for the City Council is whether to approve the Interlocal Agreement. The Agreement requires the city to contribute $1.00 per capita to support the Health District in 2018. The County approved a $1.92 per capita contribution for unincorporated residents, Arlington approved a $1.00 per capita contribution, and Lake Stevens approved a $1.00 per capita contribution as well. The Health District has also heard that Snohomish has a tentative $2.00 per capita contribution, Everett a tentative $1.00 per capita contribution and Mukilteo a tentative $1.00 per capita contribution.

The Health District is responsible for providing basic essential public health services and functions such as ensuring safe food, inspecting septic systems, responding to disasters and preventing and responding to disease outbreaks. In addition, the District is responsible for providing quarterly reports to the city on or before May 31, 2018, August 31, 2018, November 30, 2018, and February 28, 2019.

DISCUSSION

The Snohomish Health District is an independent special purpose district responsible for providing a range of programs and services that protect and promote public health in Snohomish County.

The Health District was formed in 1966. Initially, Snohomish County cities provided the majority of funding ranging between $.50/capita and $2.70 per resident. In 1993 the Snohomish County cities and Snohomish County dedicated a portion of the motor vehicle excise tax (MVET) to the Health District. This was repealed by popular vote in 2000.

Since 2005, the District has experienced a 22% decrease in funding. The District has eliminated a total of 74 FTE – a 34% reduction. The District currently receives $22 per resident. The Snohomish County Health District ranks 34th out of 35 among local public health agencies in Washington State for per capita funding.

The public health landscape in Snohomish County is in a state of change and transition due, in part, to the healthcare reform efforts, ongoing budgetary shortfalls, continued shifts in public health at the federal and state levels, and a growing and changing county population.

The Health District is evaluating its delivery of care, funding and governance. In the spring of 2016, the District contacted the William D. Ruckelshaus Center to help them determine whether and how to best engage interested parties in addressing these issues. The Assessment Team from the Center conducted interviews with 73 individuals involved in public health in Snohomish County. Most interviewees identified funding shortfalls as the main obstacle to achieving their vision of public health success in Snohomish County. Many expressed a desire for increased sustainability and stable

funding. Many interviewees talked about how funding issues and potential solutions cannot be effectively addressed until the Health District more clearly defines and reaches agreement on purpose, roles, responsibilities, and future direction.

The Assessment Report concludes, “There is no lone entity or single options that can provide the funding necessary to support public health needs in Snohomish County. Funding solutions will require the combined leadership and commitment of all parties, including the Health District, Board of Health, Snohomish County, the cities, federal and state governments, and other partners. In addition, there is a link between understanding the value of public health and willingness of the public and partners to support funding.”

FISCAL IMPACT

The $1/capita contribution ($6,785) is not included in the city’s 2018 General Fund Budget. Without reducing expenses or increasing revenues in 2018, the City Council’s decision to add the per capita contribution will require the city to draw down on the 2017 Ending Fund Balance to accommodate the additional expense.

COUNCIL OPTIONS

1. Authorize the mayor to sign the Snohomish Health District Interlocal Agreement (ILA) authorizing a $1/capita contribution not to exceed $6,785 in 2018 and directing staff to work with the District to identify specific services provided by the Health District to the City. This option indicates the City Council supports the Health District’s request to fund essential health services.
2. Do not authorize the mayor to sign the Snohomish Health District ILA and direct staff to areas of concern. This option indicates the City Council has questions or concerns regarding the proposed ILA. The City Council may want to direct the public safety committee to review the ILA before making a final decision.
3. Do not authorize the mayor to sign the Snohomish Health District ILA. This alternative indicates the City Council is not prepared to provide a per capita contribution to the Health District at this time.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE SNOHOMISH HEALTH DISTRICT INTERLOCAL AGREEMENT TO PROVIDE BASIC ESSENTIAL PUBLIC HEALTH SERVICES AND FUNCTIONS FROM JANUARY 1, 2018 TO DECEMBER 31, 2018 IN AN AMOUNT NOT TO EXCEED $6,785.

ATTACHMENT A

INTERLOCAL AGREEMENT
BETWEEN THE SNOHOMISH HEALTH DISTRICT
AND
THE CITY OF STANWOOD
PER CAPITA CONTRIBUTION FOR HEALTH DISTRICT SERVICES

This Interlocal Agreement for Per Capita Contribution for Health District Services is entered into by and between the SNOHOMISH HEALTH DISTRICT, a Washington Municipal Corporation (the District) and CITY OF STANWOOD a municipal corporation of the State of Washington (the City) – collectively (the Parties), for the purpose of providing for a per capita contribution by the City for Health District Services.

RECITALS

WHEREAS, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

WHEREAS, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

WHEREAS, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute $0.50 per capita to the Health District in return for public health services; and

WHEREAS, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from $1.60 to $2.70 per capita until the early 1990s; and

WHEREAS, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

WHEREAS, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

WHEREAS, state funding for local public health has decreased 65.7% from a peak of $27.29 per capita in 2000 to $9.36 per capita in 2014; and

WHEREAS, the Health District has experienced a 22% decrease from its 2005 funding level while the county population has increased by 14 percent in the same 10-year period; and

WHEREAS, since the “peak” of 2008, the Health District has reduced its staffing by 37 percent (85 FTE) due to static or declining revenues in the face of increased costs; and

WHEREAS, the Health District ranks 34th out of 35 local health jurisdictions in the state for public health expenditures per resident; and

WHEREAS, the Health District’s ability to perform its most essential functions have been severely compromised since the great recession; and

WHEREAS, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

WHEREAS, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

WHEREAS, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

WHEREAS, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

WHEREAS, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

WHEREAS, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the District agree as follows:

1. Purpose.

A. The recitals set forth above are incorporated herein by this reference.

B. The purpose of this Agreement is to establish and define the terms and conditions for the cooperative efforts to be undertaken by the City and the District to promote, facilitate, and undertake various programs and activities.

2. Term.

The initial term of this Agreement shall be from January 1, 2018 to December 31, 2018. The term may be extended by mutual written agreement of the parties.

3. Scope of Services.

A. <u>Responsibilities of the City.</u>
The City shall contribute $1.00 per capita ($6,785) to the Snohomish Health District commencing January 1, 2018. Payment may be made in one lump sum on or before January 31, 2018, or in four (4) equal payments before the end of each quarter in 2018.

B. <u>Responsibilities of the District.</u>
The Health District shall provide basic essential public health services and functions such as ensuring safe food, and inspecting septic systems, responding to disasters, or preventing and responding to disease outbreaks.

The District will provide quarterly reports to the city identifying services provided to Stanwood residents and businesses on or before May 31, 2018, August 31, 2018, November 30, 2018, and February 28, 2019.

Additional specific services provided by the Health District to the City may be developed jointly by the parties.

4. Legal Requirements.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

5. Public disclosure laws.

The City and the District each acknowledge, agree and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the District's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

6. 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. Minimum Insurance Limits. 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.

7. Indemnification.

The District shall protect, save harmless, indemnify and defend the City its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

The City shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

8. Notices.

Any notice/payment to be given to the District under this Agreement shall be either mailed or personally delivered to:

Snohomish Health District
3020 Rucker Avenue, Ste 306
Everett, WA 98201

Any notice/invoice to the City shall be mailed or hand delivered to:

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

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

9. Venue.

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

10. 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.

11. No third party beneficiaries; no joint venture.

This Agreement is for the sole benefit of the City and District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.

12. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

13. 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.

14. Filing.

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

15. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

16. Effective Date. March 8, 2018

City of Stanwood

Leonard Kelley, Mayor

ATTEST:

David A. Hammond, City Clerk

Approved as to Form:

Grant Weed, City Attorney

Snohomish Health District

Jeff Ketchel, Administrator

ATTEST

Approved as to Form:

, Health District Attorney

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: March 8, 2018

SUBJECT: Cedarhome Elementary Safe Routes to School, Final Acceptance

CONTACT PERSON: Kevin Hushagen, Public Works Director

ISSUE

The issue in front of the Council is the final acceptance of the Cedarhome Elementary Safe Routes to School project to allow for the start of the warranty and retainage release period.

SUMMARY STATEMENT

At their June 22, 2017 meeting, Council awarded Marshbank Construction a contract to complete the Cedarhome Elementary Safe Routes to School project in the amount of $485,554. The project is now complete and Marshbank Construction is seeking final acceptance.

DISCUSSION

Marshbank Construction was hired under contract with the City to install a new sidewalk, along with associated drainage and landscape items, from Cedarhome Elementary to just north of 284th Street. This project was partially funded by state and federal grants.

The federal funding required that the City contract with a construction management company for inspection services. Council authorized the mayor to enter into an agreement with KBA for construction management services at their June 22, 2017 meeting. The contract with KBA was for $99,600.00. The total for the construction and construction management contracts was $585,154. The construction costs were slightly higher at $506,760.10, due to some unforeseen site conditions. The construction management was slightly lower at $82,245.49, making the total project cost $592,767. Note that the total project cost includes $3,761 for payments to non-contracted vendors, such as newspapers for advertising.

FINANCIAL IMPACT

The contracts were approved June 22, 2017 not to exceed $585,154 and the project was completed for $592,767 (expenditures to non-contracted vendors were $3,761.

CITY COUNCIL OPTIONS

1) Authorize the mayor to approve final acceptance for the Cedarhome Elementary Safe Routes to School project.
2) Do not authorize the mayor to approve final acceptance for the Cedarhome Elementary Safe Routes to School project and direct staff to areas of concern.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO APPROVE FINAL ACCEPTANCE OF THE CEDARHOME ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT WITH MARSHBANK CONSTRUCTION.