1. Agenda

    Documents:

        3-22-18 AGENDA.PDF

2. Meeting Materials

    Documents:

        5A PW MONTHLY REPORT.PDF
        5B POLICE COMPSTAT REPORT.PDF
        5C ECON DEV MINUTES.PDF
        6A PW COMMITTEE MINUTES.PDF
        6B CD MINUTES.PDF
        7A VOUCHERS.PDF
        7B REGULAR MEETING MINUTES.PDF
        7C GEOTERRA.PDF
        8A ORDINANCE 1455.PDF
        8B RESOLUTION 2018-04 FEE SCHEDULE.PDF
        8C INDEMNIFICATION AGREEMENT.PDF
        8D WATER RESERVOIR CLEANING.PDF

AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, March 22, 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. Public Works Monthly Report – February 2018
   b. Police Compstat Report – February 2018
   c. Economic Development Board Meeting Minutes – February 15, 2018
6. **COMMITTEE REPORTS**
   a. Public Works
   b. Community Development
7. **CONSENT AGENDA**
   a. Approve Vouchers and Payroll Checks
   b. Approve March 8, 2018 Regular Meeting Minutes
   c. Authorize the mayor to sign contract with GeoTerra
8. **NEW BUSINESS**
   a. Ordinance 1455 – Edits to Zoning Use Table – Tattoo & B&B Changes, First Reading
   b. Adopt Resolution 2018-04 Adopting a Revised Fee Schedule
   c. Authorize the mayor to sign an indemnification agreement with Shopping Center Properties of Stanwood for use of their parking lot for city sponsored events
   d. Award Project and authorize the mayor to sign agreement with Inland Potable Services, Inc.
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 TO EXECUTIVE SESSION – PROPERTY ACQUISITION [RCW 42.30.110(C)]**
12. **ADJOURN**

Upcoming Meetings:
April 12, 2018 Regular Meeting
April 26, 2018 Regular Meeting

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5a

DATE: March 22, 2018

SUBJECT: Public Works Monthly Report – February 2018

CONTACT PERSON: Lisa Sokolik, Administrative Assistant

ATTACHMENTS: A – February Activity Reports

SUMMARY STATEMENT

The attached information shows tasks and activities associated with operations in the Public Works Department for the month of February 2018. This report includes the following:

- Water production
- Leak repairs
- Wastewater Treatment Plant testing and efficiency
- Work requested and completed in the Parks, Street, Drainage, and Buildings and Grounds divisions
- Volunteer hours
- Waste Management activity

ATTACHMENT A

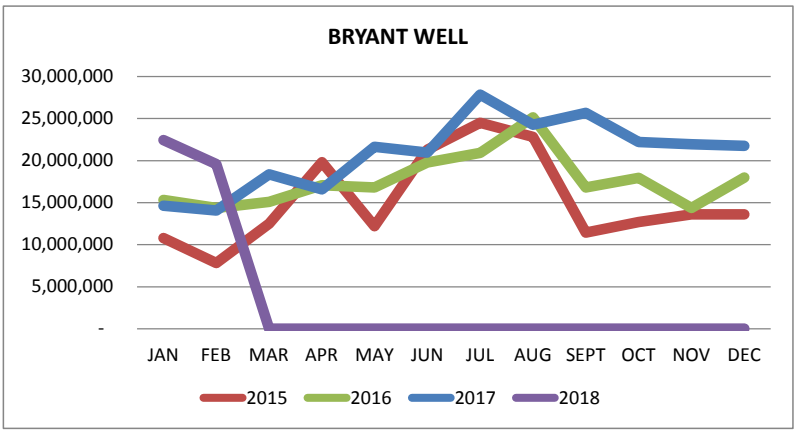
WELL PRODUCTION for 2018

	BRYANT WELL FIELD TREATMENT PLANT		CEDARHOME WELL								
MONTH	RUN TIME HOURS	GALLONS PRODUCTION	RUN TIME HOURS	GALLONS PRODUCTION	TOTAL PRODUCED	FLUSHES GALLONS	MISC. AUTHORIZED USAGE	UNACCOUNTED FOR WATER in GALLONS	LEAK LOCATIONS	HRS TO FIX	Cedarhome Well Rainfall inches
JAN	317	22,466,000	0	-	22,466,000	1,000,000	39,699	-2,271,367			12.4
FEB	296	19,596,000	0		19,596,000	2,000,000	26,031	17,569,969			14.4
MAR					-			0			
APR					-			0			
MAY					-			0			
JUN					-			0			
JUL					-			0			
AUG					-			0			
SEP				-	-			0			
OCT				-	-			0			
NOV					-			0			
DEC					-			0			
TOTALS	613	42,062,000	0	-	42,062,000	3,000,000	65,730	15,298,602		0	26.8

CITY of STANWOOD - Production Past 4 Years

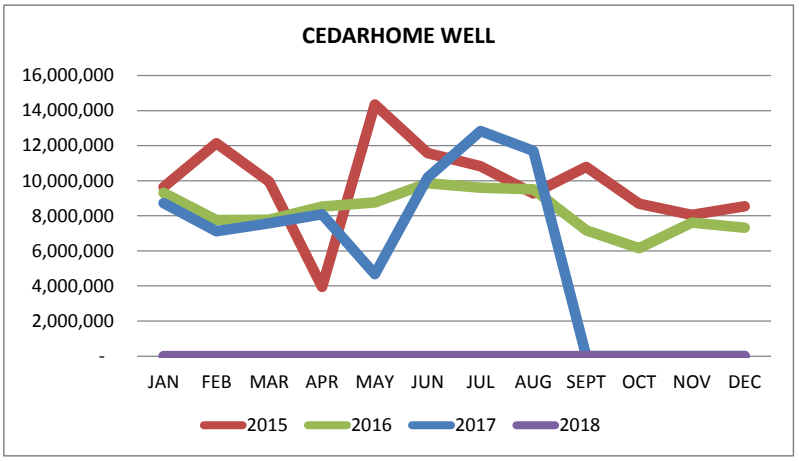
BRYANT WELL

	2015	2016	2017	2018
JAN	10,808,000	15,341,000	14,657,000	22,466,000
FEB	7,806,000	14,366,000	14,054,000	19,596,000
MAR	12,520,000	15,081,000	18,362,000	-
APR	19,825,000	17,062,000	16,567,000	-
MAY	12,209,000	16,799,000	21,656,000	-
JUN	21,291,000	19,791,000	20,950,000	-
JUL	24,512,000	20,936,000	27,868,000	-
AUG	22,841,000	25,141,000	24,262,000	-
SEPT	11,430,000	16,796,000	25,681,000	-
OCT	12,696,000	17,937,000	22,204,000	-
NOV	13,604,000	14,367,000	21,933,000	-
DEC	13,616,000	17,983,000	21,760,000	-
TOTAL	183,158,000	211,600,000	249,954,000	42,062,000



CEDARHOME WELL

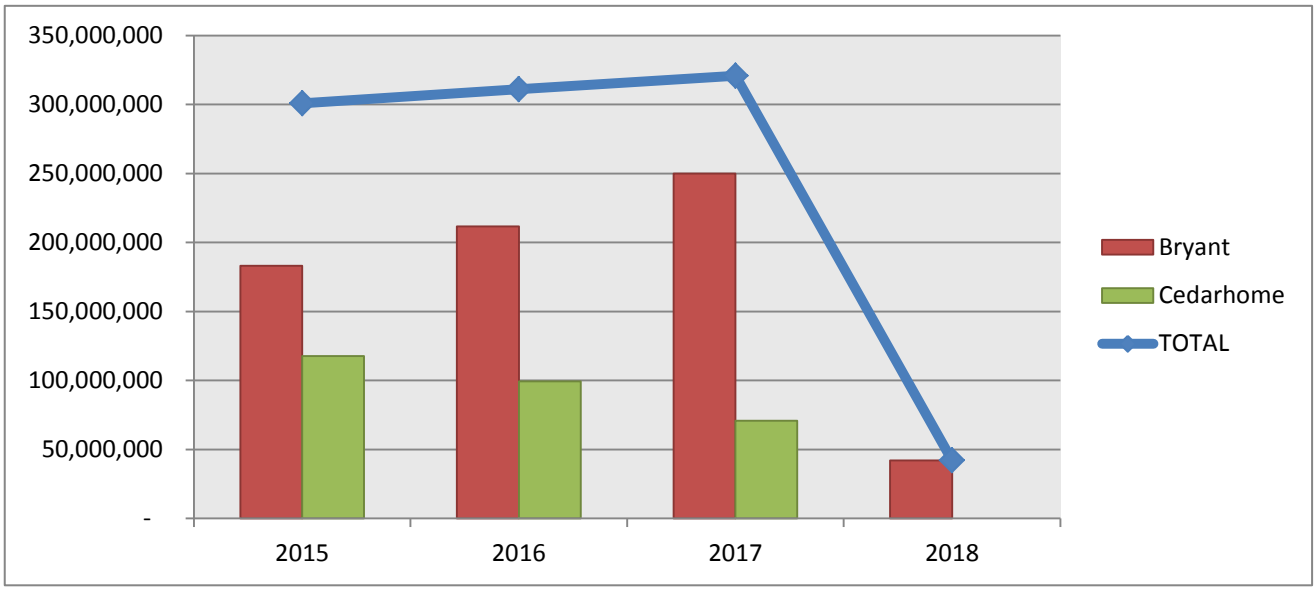
	2015	2016	2017	2018
JAN	9,634,000	9,320,000	8,735,000	-
FEB	12,138,000	7,757,000	7,120,000	-
MAR	9,954,000	7,784,000	7,569,000	-
APR	3,944,000	8,526,000	8,081,000	-
MAY	14,349,000	8,771,000	4,683,000	-
JUN	11,574,000	9,859,000	10,183,000	-
JUL	10,820,000	9,602,000	12,828,000	-
AUG	9,266,000	9,515,000	11,696,000	-
SEPT	10,790,000	7,170,000	-	-
OCT	8,692,000	6,162,000	-	-
NOV	8,046,000	7,610,000	-	-
DEC	8,551,000	7,320,000	-	-
TOTAL	117,758,000	99,396,000	70,895,000	-



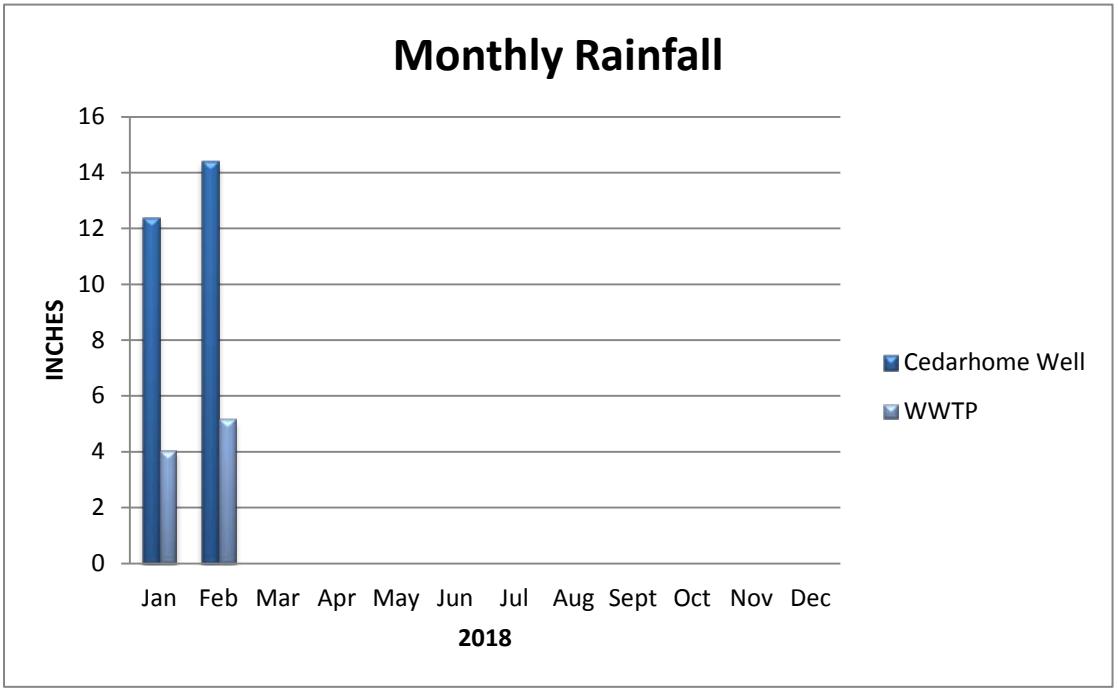
Annual Water Supply Comparison

Bryant Well vs. Cedarhome Well

	2015	2016	2017	2018
Bryant	183,158,000	211,600,000	249,954,000	42,062,000
Cedarhome	117,758,000	99,396,000	70,895,000	-
TOTAL	**300,916,000**	**310,996,000**	**320,849,000**	**42,062,000**



	Cedarhome Well	WWTP
Jan	12.4	4.04
Feb	14.4	5.16
Mar	0	0
Apr	0	0
May	0	0
Jun	0	0
Jul	0	0
Aug	0	0
Sept	0	0
Oct	0	0
Nov	0	0
Dec	0	0
TOTAL	**26.8**	**9.2**



CITY of STANWOOD
Wastewater Treatment Plant
Operational Report 2017 - 2018

	INFLUENT FLOW				**TOTAL Rainfall**	**EFFLUENT PH** 6.0 - 9.0			**BIOLOGICAL OXYGEN DEMAND** Range allowed > 85%	**Avg Suspended Solids** Range allowed > 85%	**Effluent Temp C***			**Fecal Coliform**	
MONTH	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)	Inches	Low PH	High PH	Avg	Avg % Reduction	Avg % Reduction	Low	High	Avg	GEM 200/100 ml	GEM7 400/100 ml
Jan-17	18.01	0.58	0.85	0.50	1.41	7.27	7.51	7.36	99	99	11.4	13.8	12.62	3	6
Feb-17	17.42	0.62	0.83	0.51	2.01	7.21	7.42	7.36	98	95	11.7	14.0	12.63	3	4
Mar-17	24.20	0.78	1.02	0.58	4.65	7.28	7.45	7.38	99	98	12.3	14.7	13.68	4	6
Apr-17	18.33	0.61	0.78	0.53	2.69	7.30	7.44	7.37	99	98	14.8	16.5	15.70	6	6
May-17	17.02	0.55	0.71	0.44	2.13	7.20	7.47	7.35	99	98	15.8	20.1	18.00	4	5
Jun-17	14.22	0.47	0.55	0.44	0.8	6.92	7.50	7.31	99	99	19.2	21.4	20.14	5	13
Jul-17	13.16	0.42	0.45	0.39	0	7.39	7.73	7.59	99	99	21.2	23.1	22.05	2	2
Aug-17	12.84	0.41	0.43	0.40	0.13	7.42	7.69	7.60	99	99	21.9	23.3	22.40	5	11
Sep-17	12.68	0.42	0.48	0.38	0.9	7.45	7.60	7.53	99	99	20.2	22.8	21.58	4	5
Oct-17	14.68	0.47	0.61	0.41	2.96	7.46	7.74	7.57	99	98	17.6	20.8	19.03	4	10
Nov-17	20.08	0.67	1.02	0.45	5.92	7.32	7.68	7.52	99	99	15.6	17.5	16.44	3	4
Dec-17	20.57	0.66	1.15	0.50	2.52	7.29	7.61	7.51	99	98	13.4	15.3	14.33	2	3
Jan-18	23.66	0.76	1.15	0.56	4.04	7.37	7.68	7.50	99	99	13.3	14.2	13.57	3	5
Feb-18	26.05	0.93	1.90	0.65	5.16	7.38	7.60	7.46	99	99	11.6	14.4	12.89	2	3
Mar-18															
Apr-18															
May-18															
Jun-18															
Jul-18															
Aug-18															
Sep-18															
Oct-18															
Nov-18															
Dec-18															

2018 ROW Division - Building & Grounds, Streets, Parks and Drainage

BLDG & GROUNDS: Hours per Facility

	City Hall	Library	Police & Fire	PW & WWTP
Jan-17	18	6	10	12
Feb-17	9	2	11	16
Mar-17				
Apr-17				
May-17				
Jun-17				
Jul-17				
Aug-17				
Sep-17				
Oct-17				
Nov-17				
Dec-17				
TOTAL	27	8	21	28

STREETS: Hours

	Citizen Request	SIGNS *repair/maint.*	PAINT *crosswalks*	POTHOLES	Mow & Weed	BANNERS	Special Event Set Up HRS
Jan-17	8	31	0	44	34	0	0
Feb-17	2	32	0	7	0	1	1
Mar-17							
Apr-17							
May-17							
Jun-17							
Jul-17							
Aug-17							
Sep-17							
Oct-17							
Nov-17							
Dec-17							
TOTAL	10	63	0	51	34	1	1

PARKS

	# Citizen Requests	Church Creek RSVPs	Picnic Shelter Fees Collected	Other Facility Rental Fees	Vandalism # times	Mow & Weed HRS	Infield HRS	Field Use Fees Collected	Volunteer Work-in Kind
Jan-17	1	0	$ -	$ 52.50	12	0	0	$ 90.00	$ -
Feb-17	0	0	$ -	$ 25.00	6	0	0	$ -	$ -
Mar-17									
Apr-17									
May-17									
Jun-17									
Jul-17									
Aug-17									
Sep-17									
Oct-17									
Nov-17									
Dec-17									
TOTAL	1	0	$ -	$ 77.50	18	0	0	$ 90.00	$ -
					Total Fees Collected			$167.50	

RETENTION PONDS

	Maint HRS
Jan-17	0
Feb-17	0
Mar-17	
Apr-17	
May-17	
Jun-17	
Jul-17	
Aug-17	
Sep-17	
Oct-17	
Nov-17	
Dec-17	
TOTAL	0

DRAINAGE ISSUES

	Address & Issue	Response	HRS
Jan	Homeless shelter needed to be cleaned up at Irvine Slough		3
Feb	none		0
		TOTAL	3

VOLUNTEER HOURS

VOLUNTEER GROUP HOURS

Month	Group	Project	Number of Volunteers	Hours
		TOTAL	-	-

2017 ADOPT-A-STREET PROGRAM

2018 Yearly Total

Total Volunteers	Total Days	Total Hours	Bags Collected
16	16	22.5	24

		1st Quarter Jan-Mar 2018				2nd Quarter Apr-Jun 2018				3rd Quarter Jul-Sept 2018				4th Quarter 2018			
		Total Volunteers	Total Days	Total Hours	Bags Collected	Total Volunteers	Total Days	Total Hours	Bags Collected	Total Volunteers	Total Days	Total Hours	Bags Collected	Total Volunteers	Total Days	Total Hours	Bags Collected
Area 1	Available																
Area 2	Kiwanis Club																
Area 3	Porsche Club	7	7	9.5	7												
Area 4	Sundberg Family	3	3	3	4												
Area 5	Pearce Family																
Area 6	Available																
Area 7	Angels of America	6	6	10	13												
Area 8	Available																
Area 9	Tidelands Church																
	TOTAL	16	16	22.5	24	0	0	0	0	0	0	0	0	0	0	0	0

City of Stanwood

Container Counts - February 2018

Residential

Qty	Service Description
1	RECYCLE BINS RS
90	20 GAL CART MSW
25	1-20 GAL MINI CAN MSW
60	32 GAL CAN MSW EOW
41	32 GAL CAN MSW 1X MO
262	1-32 GAL CAN MSW
48	2-32 GAL CANS MSW
6	3-32 GAL CANS MSW
4	4-32 GAL CANS MSW
6	6-32 GAL CANS MSW
1040	1-96 GAL CART YDW
13	2-96 GAL CARTS YDW
764	1-35 GAL CART MSW
396	1-64 GAL CART MSW
2	2-64 GAL CARTS MSW
91	1-96 GAL CART MSW
348	1-35 GAL CART RCY
252	1-64 GAL CART RCY
1170	1-96 GAL CART RCY
4619	

Multifamily

Qty	Service Description
15	64 GAL CART MULTIFAMILY PAPER
1	1-3 YD 1X PER WEEK
2	2-64 GAL CARTS MSW
18	

Roll Off

Qty	Service Description
3	20 YD ROLLOFF
3	20 YD ROLLOFF TEMPORARY
2	30 YD RECYCLE TEMPORARY
3	30 YD COMPACTOR
3	30 YD ROLLOFF
1	30 YD ROLLOFF TEMPORARY
1	30 YD ROLLOFF RECYCLE
1	40 YD RECYCLE TEMPORARY
17	

Commercial

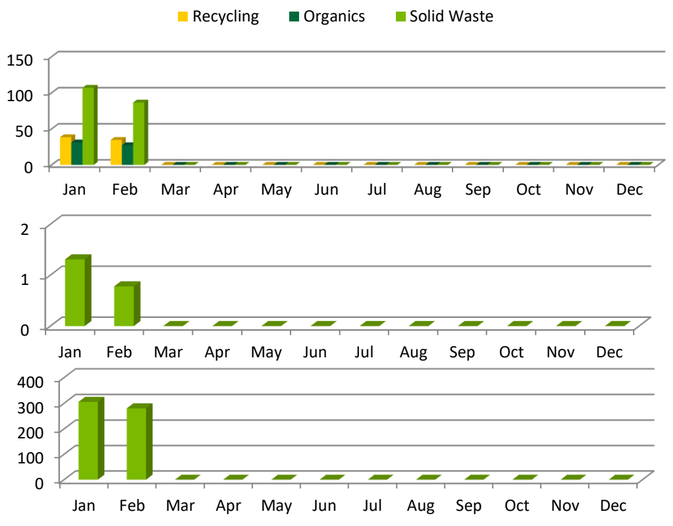
Qty	Service Description
1	BIN RECYCLE FLAT
12	64 GAL CART PAPER
2	64 GAL CART TAG
4	64 GAL CART RCY 1X WK
5	96 GAL CART YDW
1	96 GAL CART RCY 1X MO
2	96 GAL CART RCY 1X WK
2	1-96 GAL FOOD WASTE CART 1X WK
1	6 YD OCC 1X WK
19	1-32 GAL CAN MSW
9	1-96 GAL CART MSW
2	1-64 GAL CART SNGLE STREAM RCY
24	1-96 GAL CART SNGLE STREAM RCY
5	1-1 YD SINGLE STREAM RCY
8	1-2 YD SINGLE STREAM RCY
6	1-3 YD SINGLE STREAM RCY
11	1-4 YD SINGLE STREAM RCY
1	1-1.5 YD SINGLE STREAM RCY
3	1-6 YD SINGLE STREAM RCY
2	1-8 YD SINGLE STREAM RCY
1	1 YD RCY EOW
5	1 YD RCY 1X WK
47	1-1 YD 1X PER WEEK
28	1-2 YD 1X PER WEEK
1	1-2 YD 2X PER WEEK
12	1-3 YD 1X PER WEEK
3	1-3 YD 2X PER WEEK
27	1-4 YD 1X PER WEEK
9	1-4 YD 2X PER WEEK
1	1-4 YD 3X PER WEEK
16	1-1.5 YD 1X PER WEEK
5	1-6 YD 1X PER WEEK
4	1-6 YD 2X PER WEEK
6	1-6 YD 3X PER WEEK
2	1-8 YD 1X PER WEEK
1	1-8 YD 2X PER WEEK
1	1-8 YD 3X PER WEEK
4	2-32 GAL CANS MSW
3	2-96 GAL CART SNGLE STREAM RCY
1	2 YD RCY EOW
3	2 YD RCY 1X WK
1	2 YD RCY 2X WK
2	2-2 YD 2X PER WEEK
2	2-3 YD 3X PER WEEK
4	2-4 YD 1X PER WEEK
2	2-6 YD 1X PER WEEK
2	2-6 YD 5X PER WEEK
6	3-32 GAL CANS MSW
3	3-96 GAL CARTS MSW
6	3-96 GAL CART SNGLE STREAM RCY
2	3 YD RCY 1X WK
3	3-6 YD 3X PER WEEK
6	4 YD RCY 1X WK
1	6 YD RCY 1X WK
1	6 YD RCY 2X WK
1	8 YD RCY 3X WK
342	

City of Stanwood

Franchise Waste Stream Summary

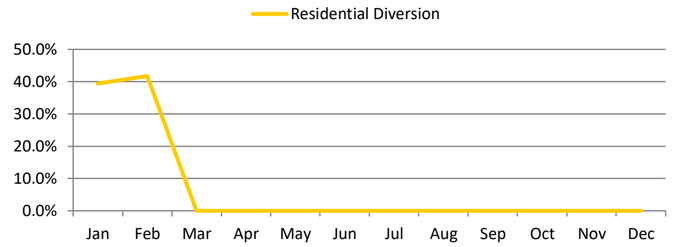
2018

Waste Stream (Tons Collected)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Residential													
Recycling	38	35											**73**
Organics	31	27											**58**
Solid Waste	107	87											**193**
Total	**177**	**149**											**325**
Multifamily													
Solid Waste	1	1											**2**
Total	**1**	**1**											**2**
Commercial													
Solid Waste	305	280											**586**
Total	**305**	**280**											**586**
Total Waste Stream	**483**	**429**											**913**



Participation Statistics	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Residential Curbside Recycling													
Average Set-Out %	100.0%	100.0%											**100.0%**
Average Lbs. Per Set-out	22	19											**21**
Residential Organics													
Average Set-Out %	100.0%	100.0%											**100.0%**
Average Lbs. Per Set-out	15	17											**16**
Residential Solid Waste													
Average Set-Out %	100.0%	100.0%											**100.0%**
Average Lbs. Per Set-out	25	25											**25**

Waste Stream Diversions	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Residential													
Recycling	21.8%	23.4%											**22.5%**
Organics	17.6%	18.4%											**18.0%**
Total Diversion	**39.4%**	**41.7%**											**40.5%**



Customer Counts	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Residential												
Solid Waste	1,742	1,752										
Recycling	1,747	1,757										
Organics	1,031	1,041										
Multifamily												
Solid Waste	1	1										
Solid Waste Roll Off	0	1										
Commercial												
Solid Waste	198	199										
Solid Waste Roll Off	10	14										

City of Stanwood

Recycle Composition

2018

Recycle Composition (tons collected)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Newspaper	9	7											16
Mix Paper	7	5											12
OCC	10	10											19
Aluminum	0	0											1
Glass	8	6											14
PET	1	1											1
HDPE Natl	0	0											0
HDPE Col	0	0											0
#3 - 7	0	0											0
Plastic Film	0	0											0
Tin Cans	1	1											1
Scrap Metal	0	0											1
Residue	3	4											7
Total Recycled Tonnage	38	35											73

Tonnages calculated are based on the total percentage of all recyclables brought to the Cascade Recycling Center. The tonnages above are calculated by multiplying the total percentage of recyclables by the total tons of recycling collected in the City of Stanwood.

City of Stanwood

Customer Inquiries

2018

Residential Customers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
CAD - Complaint about Driver	1	0											1
CID - (non MPU) repeat problem													0
CNT - Container not delivered													0
DAM - Damage													0
DCM - Driver Compliment													0
FEE - *Fee Complaint*													0
GLK - Gates and/or Locks													0
INJ - Injury													0
LID - Lids not Closed													0
MPC - Misplaced Can													0
MPU - Missed Pickup													0
NCM - Non-Driver Compliment													0
NOC - No communication between WM & Customer													0
RPC - Repeat missed pickup - customer identified													0
SEQ - Operating Vehicle Unsafely													0
TOD - Time of Day													0
TIS - Trash in Street, around container													0

Commercial Customers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
CAD - Complaint about Driver		0											0
CID - (non MPU) repeat problem	1												1
CNT - Container not delivered													0
DAM - Damage													0
DCM - Driver Compliment													0
GLK - Gates and/or Locks													0
INJ - Injury													0
LID - Lids not Closed													0
MPC - Misplaced Can													0
MPU - Missed Pickup													0
NCM - Non-Driver Compliment													0
NOC - No communication between WM & Customer													0
RPC - Repeat missed pickup - customer identified													0
SEQ - Operating Vehicle Unsafely													0
TOD - Time of Day													0
TIS - Trash in Street, around container													0

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5b

DATE: March 22, 2018

SUBJECT: Police February 2018 Compstat Report

CONTACT PERSON: Peggy Girard, Police Records Clerk

ATTACHMENTS: A – February 2018 Compstat Report

SUMMARY STATEMENT

Attached is the February 2018 Compstat Report for council review.

Stanwood Police Department

February 2018

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	February 2018	Year To Date 2018	February 2017	Year to Date 2017
Homicide	0	**0**	0	**0**
Rape	0	**0**	1	**1**
Robbery	0	**2**	1	**1**
Assault	5	**10**	5	**7**
Burglary	1	**4**	0	**2**
Larceny	10	**24**	17	**25**
Motor Vehicle Theft	3	**6**	1	**2**
General	**February 2018**	**Year To Date 2018**	**February 2017**	**Year To Date 2017**
Calls for Service (Incidents)	560	**1257**	656	**1215**
Case Reports	48	**105**	75	**117**
Traffic Collisions	9	**21**	9	**20**
Arrests (Adult/Juvenile)	21	**42**	23	**38**
Drug Arrests	3	**7**	4	**5**
Warrant Arrests	2	**5**	2	**6**
Impaired Driving Arrests	0	**0**	1	**2**
Infractions Issued	11	**14**	10	**27**
Public Disclosure Requests	36	**83**	45	**77**
Concealed Pistol Licenses	66	**126**	20	**66**
Fingerprinting & Approx. timeframe	34 @ 8 ½ hrs	**80 @ 20 hrs**	33@ 8 ¼ hrs	**82 @ 20.5 hrs**

City Collisions for February 2018

City Collisions for February Totals: 09

Date	Case Number	Location	H & R	Injured	Reason
2/2/2018	2018-725	26000 Block of 72nd Pl NW			Failure to Yield the Right of Way
2/2/2018	2018-732	7400 Block of 272nd ST NW			Inattentive
2/8/2018	2018-869	27900 Block of 70th Ave NW			Cell Phone while Driving
2/8/2018	2018-861	7400 Block of 286th PL NW			Distracted Driving
2/21/2018	2018-1115	10300 Block of SR 532			Following to Close
2/22/2018	2018-1142	8800 Block of SR 532			Failure to Yield the Right of Way
2/23/2018	2018-1153	7800 Block of 276th St NW	x		Hit & Run
2/23/2018	2018-1170	27300 Block of Cedarhome Dr			Lost Control of Vehicle
2/26/2018	2018-1213	27200 Block of 76th Ave NW			Inattentive

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

February 2018

ACTIVITY	SHS	PSMS	SMS	CES	SES	TCE	EBE	UBE	LHHS
Administrative	75	3	2					1	13
Arson									
Assault	3								1
Bomb Threat									
Burglary									
Collision									
Counseling	21	2	2						9
CPS Referral									
Crisis Planning	3								
Felony VUCSA									
Fight									
Harassment									
Mal Mis	1								
Marijuana									1
Mental Health	2								
MIP									
Paraphernalia									
Public Assist									
Runaway									
Sexual Assault									
Suspicious	1	1							1
Teaching	1								
Theft									1
Trespass									
Violation of Order									
Warrant									
Weapons									

SRO REPORT

February 2018

FEBRUARY EVENTS

ASSAULTS

Several assaults occurred during the month of February. In early February three girls felt the victim had been making comments about one of their friends. The three girls approached the girl to confront her. The victim tried to walk away, but one of the girls pulled her hair and pulled her to the ground. The other two girls proceeded to kick her and throw food/juice at her. The three girls were referred for assault.

A teacher at Lincoln Hill High School was assaulted while trying to separate two male students in a physical confrontation. The teacher was punched in the head and suffered a small cut. The teacher did not want to file criminal charges.

A male student became upset after a victim was posting derogatory remarks about him and his foster sister. The victim has also been making fun of the suspect's weight. The suspect confronted the victim and assaulted him. The victim did not retaliate. Suspect referred for assault.

A male student bought a coffee and put a laxative in it. The coffee was left on the victim's desk who drank it. This was over previous comments made between the two students. Suspect referred for assault.

THEFT AND MALICIOUS MISCHIEF

Two teachers had issues with their property where students were suspected of damaging a truck and stealing a phone.

The first teacher had his truck parked in the back parking lot. He came out after school and found an unknown person had caused damage to the top front of the cab of the truck. A student was suspected, but no evidence could be found to support the suspicion.

A second teacher had his cell phone sitting on his desk during class. The teacher noticed the phone missing after class. The three students sitting near the desk were questioned and one of these students was found in possession of the phone. The student was referred for theft.

ADDITIONAL INCIDENTS

Three separate students made some sort of threat using social media, written note, and/or using hand gestures. The threats were not specific and no specific students were threatened. Each student was contacted and a threat assessment was done. The assessment found the students were not a threat.

A small amount of marijuana was found in possession of a student at LHHS. The student was referred for possession of marijuana.

DETECTIVE REPORT

February, 2018

Robbery Investigation Update

The Snohomish County Prosecutor's Office has charged an adult male with three counts of Robbery First Degree related to his involvement in the Northwest Plus Bank Robbery on 01-12-18 and the Stanwood AMPM robberies on 12-28-17 and 12-31-17.

Search warrants were served on the subject's vehicle that produced additional evidence for the Stanwood cases and linked the subject to other area robberies.

Detective Martin is working with detectives from the Marysville Police Department, Everett Police Department and Burlington Police Department on developing probable cause for additional charges related to robberies in other jurisdictions.

In This Issue

- Northwest Plus Credit Union Robbery/ AMPM Robberies Update
- Luster Point Jewelers Burglary Update
- Theft of Firearm/ Unlawful Possession of Firearm
- Apartment Burglary Update

Luster Point Jewelers Burglary Update

On 02-07-18 a female citizen called the Stanwood Police Department with information reference the Luster Point Jewelers burglary that occurred on 01-29-18 at about 0230 hours. The woman met with Detective Martin and provided information that led to the identification of the adult male who was involved in the burglary.

The male and two adult females were in town for a week, visiting a Stanwood resident. The group is from Spokane and they returned home sometime around the beginning of February.

Law enforcement resources revealed that during the days following the burglary, several items that were stolen from the jewelry store had been sold at pawn shops in Arlington and Marysville.

Deputy Dan Scott recovered the stolen items from the local pawn shops and returned them to the owner of the jewelry store. Additional items that were stolen during the burglary have been recovered from acquaintances of the robbery suspect and will eventually be returned to the victim.

Deputy Scott completed the investigation and has referred charges to the Prosecutor's Office.

Theft of Firearm/Unlawful Possession of Firearm

On 03-12-17 Deputy Rasar investigated a case involving the theft of several firearms from a residence. Deputy Rasar determined that the male suspect was ineligible to possess firearms due to mental health concerns. Deputy Rasar found the male suspect in possession of the firearms and referred charges to the Prosecutor's Office, both for the theft and the possession.

Detective Martin test fired one of the recovered firearms at the request of the Prosecutor's Office. The case is proceeding to trial the week of 03-12-18.

Apartment Burglary Update

On 04-16-17 Deputy Veach investigated a burglary complaint at an apartment in Stanwood. The subject broke a window to gain entry to the apartment and took items to include an electronic device.

Deputy Veach examined the point of entry and observed finger prints on the exterior of the window. Deputy Veach lifted the prints and submitted them to the Washington State Crime Lab for testing.

The Washington State Patrol Crime Lab identified the owner of the finger prints as an adult male who is currently in prison related to a Skagit County case. The male had previously been identified as one of two suspects involved in the Stanwood AMPM robbery that occurred on 03-14-17.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	5c
DATE:	March 22, 2018
SUBJECT:	Minutes of the February 15, 2018 Economic Board Meeting
CONTACT PERSON:	Ryan Larsen, Community Development Director/City Administrator
ATTACHMENTS:	A – February 15, 2018 Economic Board Meeting Minutes

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SUMMARY STATEMENT

The minutes for the February 15, 2018 Economic Development Board meeting are attached for council review.

ATTACHMENT A

ECONOMIC DEVELOPMENT BOARD

February 15, 2018 Meeting

The Economic Development Board met on February 15, 2018. The following board members were in attendance: Bill Boring, Randy Heagle, David Pelletier, and Les Anderson as well as Ryan Larsen from the City of Stanwood. Also Steve Shepro, Jason Dorsey, Megan Johnson, and Kathy Boyd were present.

1. Arts Advocacy (New Group – Jason Dorsey)

Jason Dorsey made a presentation of a newly formed group called the Arts Advocacy group. Jason discussed the purpose of the group which is: "The Arts Advocacy Commission represents art and cultural organizations in the Stanwood-Camano region. Our purpose is to partner to develop and advance a shared vision to make Stanwood-Camano one of the top centers and destinations for the Fine Arts in the Northwest." He also discussed the vision which is "Stanwood-Camano is at a 'tipping point' for art to be the identity and a main economic engine for our region due to our strong arts organizations, growing artist colony, popular regional art events, and an openness to art's leading role by city, civic, and business organizations and institutions. A strong, shared, strategic, intentional advancement of the arts with organizational and institution muscle behind it will make the Stanwood-Camano area a regional destination for art, and play an integral role in the flourishing of our region. We seek to reach this vision through the Integration of Art, supplementation of Art, and Promotion of Art."

Jason also discussed the following topics:

Integration of Art (ideas)
Find creative ways to integrate art into what is already going on. Examples:

- Art installation at gateway to new Stanwood HS facility; Local Master's Art displayed on walls of new Stanwood HS facility; and Artist Hall of Fame instituted at SHS.
- Sculpture pieces added to new Stanwood Park (Ovenell Farm) along canal walk, integrating art and nature, and uniquely giving Stanwood/Camano three Sculpture Parks (Matzke Sculpture Park, Terry's Corner Sculpture Park and New Stanwood Park).

Supplementation of Art (ideas)
Adding strategic art events to what is already going on to establish Stanwood-Camano as an art destination.

- Current Large Scale Art Events: Northwest Glass Quest (February), CAA Studio Tour (May), Art by the Bay/Stanwood-Camano Arts Festival (July)
- National Plein Air Competition (August)
- Christmas/Holiday Open Studios (CAA is considering)
- Establishment of an Art Museum/Gallery/Studio Space (like the Shack, Everett)

Promotion of Art (ideas)
Ensuring that the great things already happening in the Arts in Stanwood-Camano are promoted well, that there is a growing synergy between organizations/institutions and communications/media

- Partnering: i.e. the Upcoming *Discover Stanwood-Camano March Magazine* issue
- Promoting what is already going on: Karla Matzke's Gallery as example of top Gallery/Sculpture Park with top tier artists, workshops, etc.; Sunnyshore Studio's "Vintage Watercolorists of Washington" show; Mark Ellinger's "Great Northwest Glass Quest" project.
- Creating a story-line/buzz. i.e. Richard Hanks recent article on the Artist Colony on Camano in the early 1900's and CAA's "Art as Camano's Industry" campaign
- Creation of an Art Calendar to coordinate and communicate

2. 2018 Work Plan Draft – Staff will present at meeting

Moved item to next month's agenda.

3. Hiring of Community Development Director Update

Staff gave an update to the Board on the hiring of a Community Development Director. Staff indicated that they had made an offer to an individual who accepted the offer but later withdrew their candidacy. At this point the City will take a few weeks to re-evaluate and then make a decision on how to move forward.

4. Development Activity

- Stanwood High School project: Resubmittal on February 16, 2018 and under review. Once review is complete the public hearing can be scheduled. Critical Areas Report still under consultant review.

- Cedarhome Square Preliminary Plat: Issued 1st comments on January 29, 2018. Issued Critical Areas Report consultant review comments on February 23, 2018. Waiting on resubmittal of requested items. Once resubmittal is received and reviewed the public hearing can be scheduled.

- Trailside Preliminary Plat: Application submitted on February 9, 2018. Under 1st review. The Notice of Application, Optional DNS, and Notice of Public Meeting will be completed by March 2, 2018.

- BYK Final Short Plat: Drafting final plat decision and waiting for the submittal of the plat map with signatures.

- Mineral Point Final Plat Phase II: Waiting for resubmittal, assigning addresses to lots and then get ready to take to council for approval. This is dependent on the completion of the pump station installation.

- Decker Final Short Plat: Waiting for resubmittal, assigning addresses to lots and drafting final decision.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: March 22, 2018

SUBJECT: Public Works Committee Meeting Minutes

CONTACT PERSON: Lisa Sokolik, Administrative Assistant

ATTACHMENTS: A – March 5, 2018 PWC Meeting Minutes

SUMMARY STATEMENT

The Public Works Committee met on Monday, March 5, 2018 at 5:00pm at the Wastewater Treatment Plant located at 26729 98th Drive NW, Stanwood, Washington, 98292.

April's committee meeting is scheduled for April 9th due to Spring break.

Minutes from the March 5, 2018 meeting are attached to this staff report (Attachment A). To review the full agenda packet, please visit the city's website at www.ci.stanwood.wa.us click on the blue ribbon 'Agendas/Minutes' and then click on 'View Details' next to the date of this meeting.

Agenda

1. PROS Plan Update
2. Les Schwab Request for Easement and Floor Tear-up Agreements to be Removed

Discussion Items:

- Committee Procedures:
  set day/time of meeting, elect committee chair, formalize procedures
- Chlorine Generation

PUBLIC WORKS/PARKS COMMITTEE MEETING
Monday, March 5, 2018 – 5:00pm
Wastewater Treatment Plant – 26729 98th Drive NW
MINUTES

Attendance:

Councilmembers:	Rob Johnson, Tim Pearce, Judy Williams
City Staff:	Kevin Hushagen, Shawn Smith, Lisa Sokolik
Other:	Steve Shepro

The full meeting agenda packet with detailed information can be found on the City's website at www.ci.stanwood.wa.us

1. **90th Ave and Viking Way Project Discussion**
   This was a discussion item, Citizen Steve Shepro attended the Public Works Committee meeting, he had questions and concerns regarding the 90th Ave and Viking Way Project; questions and answers are attached to these minutes as attachment A.

   The City Engineer answered Mr. Shepro's questions with more detail and discussed the positives that the project will have for Stanwood residents and visitors. The City Engineer went over the breakdown of the project construction cost estimate (see table in the agenda) and explained that the city would have to pay back all the grant money that has already been spent on the design and ROW.

2. **Cedarhome Elementary Safe Routes to School, Final Acceptance**
   The City's final cost for the SRTS project was $7,613 over the contract amount of $585,154. Staff explained to the Committee that this was a minimal amount and was mainly for non-construction items, e.g. advertising.

   This item will be brought to the full Council on Thursday, March 8, 2018 with the recommendation to accept the project as being complete.

Discussion Items:

- **Les Schwab Floor Tear-up Agreement**

  The City Attorney has reviewed the request to remove the Floor Tear-up Agreement and the Water Line Easement. If the Tear-up Agreement and Water Line Easement were entered into for the benefit of Les Schwab then the city could proceed with the request to relinquish both, but if they were set up to benefit the citizens then the request should be denied pending more in-depth review.

Staff has reviewed all documents; plans, deeds, water system map and have determined that there is no benefit to Stanwood Citizens to keep the agreement and easement in place.

This item will be brought to the full council with the recommendation to relinquish the Tear-up Agreement and the Water Line Easement at the cost of Les Schwab.

Mr. Hushagen,

Thank you for addressing my concerns regarding the Viking Way/91st extension. In many regards, you have confirmed the point I was trying to make. The information you've provided rationalizes the project from a "public works" perspective. However, the original reasons stated for this project were to stimulate retail development. Upgrading drainage, water lines, sewer lines and lighting were not part of the expressed original goals.

I agree that the utility upgrades are with merit. But, I fail to see how a Viking Way extension will expand retail development in Stanwood. The report speaks of reducing the need to travel on 271st Street (Main Street). Existing businesses on 271st Street do not benefit by reducing traffic on 271st. They may experience reduced business. Businesses located in the Historic East Stanwood Downtown, will experience less vehicular traffic passing the fronts of their stores. The same goes for the area around the Country Store. The True Value owners are not in favor of the Viking Way extension either. The question becomes, who will benefit?

As for safety benefits, the staff report states that the improvements will provide for safer pedestrian use in the area. The owners of one major retail store and the pastor of a local church believe pedestrian will be of great concern. They believe that STOP signs and crosswalks should be incorporated if this plan is going to proceed.

If there is to be a benefit of greater safety and traffic flow, by aligning Viking Way with the QFC entrance, when will that alignment happen? I was told it could be 10 years or more. I understand that this future alignment (Alignment A) in various reports, will require a traffic signal at the intersection of Viking Way and 92nd Ave. A two way stop will control traffic in the interim. The roadway installed by the developer of Petco/Grocery Outlet will no longer be necessary if Alignment A becomes constructed.

Once again, the August 21, 2013 Viking Way Alignment Analysis only mentions road construction and traffic analysis. There is no mention of addressing drainage, water lines, sewer lines or lighting. Your email includes $1,302,000 for these four items.

I am also confused by the varying amounts of grant funding being mentioned. The February 6 email from Mr. Hushagen states the $1,426,250 construction grant is pending. The March 5 staff report, from Shawn Smith, states that it has already been received.

February 6, 2018

Mr. Shepro,

Thank you for your e-mail and concern with the Viking Way project. I would like to address the concerns and offer the following information regarding the project.

The City received a $140,000 grant to aid in the design of the project. This would likely need to be paid back if the project were to be scrapped.

The City received a $350,000 grant to aid in the purchase of right-of-way (ROW). This would likely need to be paid back if the project were scrapped.

The City has a pending $1,426,250 grant to aid in the construction of the project. That money would go away if the project were scrapped.

The estimated project cost of $2,864,000 not only constructs the street, but also addresses drainage in the area $235,000, upgraded waterlines $498,000, upgraded sewer lines $169,000 and lighting $400,000.

We have already required the developer of the Petco/Grocery Outlet property to install a portion of this roadway and dedicate it to the City, so this would establish the connection.

The project makes a private lot/driving lane public. Currently the driveway from 88th Avenue to 90th Avenue is used like a local street, when actually this is private property that can be shut off at the owner's discretion.

When the City obtains the PUD property on the west end of Viking Way, the current access into the Petco/Grocery Outlet off of 92nd Avenue will be eliminated and the alignment between Viking Way and the access to QFC will be straight across from each other and make this area much safer.

Also, when events like the parade, car show and art festival take place this road will allow for citizens to travel through the area and not be in conflict with the event taking place on 271st St.

Kevin Hushagen
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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6b

DATE: March 22, 2018

SUBJECT: Community Development Committee Meeting Minutes

CONTACT PERSON: Ryan C. Larsen, City Administrator/Community Development Director

ATTACHMENTS: A – March 8, 2018 Meeting Minutes

SUMMARY STATEMENT

Minutes from the March 8, 2018 meeting are attached to this staff report for approval as presented.

ATTACHMENT A

City Council
COMMUNITY DEVELOPMENT COMMITTEE

March 8, 2018 Meeting

The Community Development Committee met on March 8, 2018 with councilmembers Judy Williams, Conrad Ryer, and Elizabeth Callaghan; as well as Ryan C. Larsen, Community Development Director. In addition Cathy Wooten and Tim Schmitt were also in attendance.

Community Development Director Ryan Larsen reviewed and discussed the following items with the Committee.

1. Election of Chair

This item was postponed until the April 12, 2018 meeting.

2. Code Edits Title 17- Tattoo and B&B Changes (Zoning Use Table)

City staff discussed the proposed changes with the Committee. City staff has proposed changes to Title 17 based on the desire of the Planning Commission and the mayor. The Commission held a public hearing on January 22, 2018, at which time the Commission made the following recommendation to City Council:

"I MOVE TO RECOMMEND CITY COUNCIL APPROVE THE PROPOSED CODE EDITS TO TITLE 17 AS OUTLINED IN ATTACHMENT A."

The motion from the Commission passed with four members in favor, one no vote, one abstention, and one not present. The motion included support for the proposed changes in Ordinance 1455.

Also, during public comment, there was concern expressed over the number of rooms allowed in the residential zone for bed and breakfast. The change would allow for six rooms in all residential zones for both bed and breakfast residences and bed and breakfast inns. Before the proposed change only two rooms were allowed for bed and breakfast residences.

Staff has further evaluated the proposed change and realized the change suggested by staff would be in contradiction with the definitions (below).

> "Bed and breakfast house or inn" means a building other than a hotel or nursing home where meals and short-term lodging of **more than two rooms** are provided for compensation to guests and other transient persons.

"Bed and breakfast residence" means a building other than a hotel or nursing home where meals and short-term lodging of **two rooms or less** are provided for compensation to guests and other transient persons.

One alternative discussed with the City Council Community Development Committee was to make a change to address the number of rooms for bed and breakfast residences under section 17.30.050 Zoning use conditions subsection (6) from staff's suggested change and to make the definition consistent found under section 17.20.030.

Staff offered the following additional suggested change:

17.20.030 "B" definitions

"Bed and breakfast house or inn" means a building other than a hotel or nursing home where meals and short-term lodging of more than ~~**two**~~ **four** rooms are provided for compensation to guests and other transient persons.

"Bed and breakfast residence" means a building other than a hotel or nursing home where meals and short-term lodging of ~~**two**~~ **four** rooms or less are provided for compensation to guests and other transient persons.

17.30.050 Zoning use conditions

(6) A business license and compliance with conditions in SMC 17.100.060 for permitting a bed and breakfast use are required. Bed and breakfast residence use is limited to ~~**two**~~ **four** rooms per residence. Bed and breakfast inn use is limited to six rooms in the SR 5.0 zone, 10 rooms in the MR zone and 16 rooms in the GC zone.

The change to the Personal Services section of the zoning use table under SMC 17.30.040 adds Tattoo Parlors as a permitted use in the MBI and GC zones. The other original change was to the zoning use table changing Bed and Breakfast Inns as an Administrative Conditional Use permit under Single-Family Residential SR5.0 (SR5.0), Multi-Family Residential (MR), and General Commercial (GC) from a Conditional Use Permit and changes Bed and Breakfast Residence from a Conditional Use to an Administrative Conditional Use permit under the SR12.4, SR9.6, SR7.0, SR5.0, MR and GC zones. Staff also changed footnote (6) to allow up to 6 rooms in all SR zones from 2 rooms under SMC 17.30.050.

The Community Development Committee suggested changes to the Bed and Breakfast Inns and Bed and Breakfast Residence section of the ordinance. The changes proposed are to not allow for them to be processed as a conditional use permit but rather make no change to the permitted use table under 17.30.040, and to change the definitions for both B&B Inns and B&B Residences to be consistent with footnote (6) found under SMC 17.30.050. The Committee did not suggest tattoo parlor changes.

3. Retail Marijuana Language

City staff discussed the proposed rules relating to marijuana with the Committee. Below is a list of issues discussed on recreational marijuana.

Number of Businesses

There are three types of potential I-502 businesses: Producers, processors and retailers. A retailer cannot be a producer or a processor, and a retail operation cannot take place in the same location as a producer or processor. However, a producer and a processor may co-locate in the same place.

There is no limit on the number of producers or processors that may choose to locate in a jurisdiction. The actual number in each jurisdiction will depend upon the number of applicants who meet the requirements of the WSLCB and the local jurisdiction.

The state has established a limit on the number of I-502 retail locations in each jurisdiction.

Location

One of the big changes to the rules is the allowance for reduced buffer setbacks. RCW 69.50.331 allows a city to reduce buffers from 1,000-feet to not less than 100-feet for recreation center or facility, child care center, public park, public transit center*, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older. Staff produced a map showing recommended buffers.

* It should be noted the City currently does not have any public transit centers or game arcade admission to which is not restricted to persons aged twenty-one years or older.

Helpful RCW and WAC sections:

RCW 69.50.331
Application for license.

(8)(a) Except as provided in (b) through (d) of this subsection, the state liquor and cannabis board may not issue a license for any premises within one thousand feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older.

(b) A city, county, or town may permit the licensing of premises within one thousand feet but not less than one hundred feet of the facilities described in (a) of this subsection, except elementary schools, secondary schools, and playgrounds, by enacting an ordinance authorizing such distance reduction, provided that such distance reduction will not negatively impact the jurisdiction's civil regulatory enforcement, criminal law enforcement interests, public safety, or public health.

(c) A city, county, or town may permit the licensing of research premises allowed under RCW 69.50.372 within one thousand feet but not less than one hundred feet of the facilities described in (a) of this subsection by enacting an ordinance authorizing such distance reduction,

provided that the ordinance will not negatively impact the jurisdiction's civil regulatory enforcement, criminal law enforcement, public safety, or public health.

(d) The state liquor and cannabis board may license premises located in compliance with the distance requirements set in an ordinance adopted under (b) or (c) of this subsection. Before issuing or renewing a research license for premises within one thousand feet but not less than one hundred feet of an elementary school, secondary school, or playground in compliance with an ordinance passed pursuant to (c) of this subsection, the board must ensure that the facility:

WAC 314-55-010

(4) "Child care center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington state department of early learning under chapter 170-295 WAC.

(11) "Game arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted.

(26) "Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

(27) "Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government.

City staff created a map representing the 1,000 foot separation distances from such uses and the WSLCB has clarified that "The distance shall be measured as the shortest straight line distance from the property line of the licensed premises to the property line of an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, library or arcade where admission is not restricted to those age 21 and older". The map indicates that several locations may be viable to locate such facilities with the City.

<u>Potential Impacts to City Services</u>

State rules for I-502 regulate the majority of activities that are related to recreational marijuana businesses. I-502 does not specifically address impacts to City services such as traffic or utilities. However, I-502 prevents waste disposal from entering public utilities and specifically regulates how waste shall be transported from the facility to another location.

For the purposes of water and sewer use staff recommends that potential regulations include that applicants for marijuana producers and processors provide calculations estimating water and sewer use. By receiving an estimate of water and sewer use, and with the knowledge that waste is strictly controlled, the City can be better assured that the review and associated fees will be based on overall demand. For the purposes of water and sewer use, retail businesses would not be required to provide

an estimate of water and sewer use. Instead the City would utilize existing Equivalent Residential Unit Calculations for retail businesses to determine the appropriate sanitary sewer General Facilities Fee.

For traffic impacts staff recommends using existing traffic impact fees for producers and processors due to the limited visitors to these operations, such as manufacturing uses and existing tables for retail sales of marijuana.

Odor

Marijuana can and does produce an odor during its life cycle. Some cities have taken the approach to regulating this through the new regulations within the proposed recreational marijuana regulations. They have accomplished this by considering the smell to be a nuisance and regulating for the installation of ventilation within the facility.

Other Topics

Another questions is where to permit these types of facilities. Staff is suggesting allowing producers and processors within the Light Industrial and General Industrial zones and then to allow retail use within the Mainstreet Business I and II and in the General Commercial zones. Some cities are allowing for the retail use within industrial type zones and not allowing them within any of their retail zones. Also, we are suggesting to make them a permitted use with the zone.

The final area staff would like to draw attention to is that staff is proposing to have all marijuana uses located within a closed facility. This would assist in ensuring greater protection of the facility.

So, staff has drafted a set of rules that allow for the retail sale of marijuana as well as producers and processors in the City.

Here are a few highlights from the set of rules:

- Marijuana retailers may not locate within one thousand feet of any parcel containing an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older.

- Marijuana retailers may not locate within two thousand five hundred feet of any other legally established marijuana retailer whether said marijuana retailer is within the City limits or not.

- Customer parking for marijuana retailers must be on the public street side of the structure.

- Vehicular access to the parking lot for a marijuana retailer shall be from the public street frontage and may not be from an alley.

- Marijuana retailers shall not be allowed on any parcel that is contiguous to a parcel containing residential use.

- The Community Development Director shall have the authority to require improvements.

- The front facade of marijuana retail stores shall consist of storefront window(s), doors, and durable, quality building materials consistent with the design standards of the zone in which the property is located.

- Design standards could apply if located in a zone that does not have them.

- The maximum number of retail marijuana stores allowed in the City of Stanwood shall not exceed two.

The Planning Commission reviewed this issue at their February 26, 2018 meeting. There was several community members in attendance and the majority of speakers spoke in opposition to the change. At the end of the meeting the Commission briefly discussed the proposed language. The Commission seemed to indicate that they only wanted to review the issue of retail sales and not the processing or production of marijuana. At this time, staff is recommending to present only the language adding retail sales as an allowable use at an upcoming public hearing. The Committee also seemed to support the concept of only moving forward with the retail sales portion of the ordinance and not with processing and production.

_____

Chair

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7a
DATE:	March 22, 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 26837, and 26839 through 26880 and electronic funds transfers in the amounts of $89,565.00. Approve issuance of Umpqua Bank payroll checks 1037 through 1045 and payroll electronic funds transfers in the amount of $231,317.49.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF UMPQUA BANK VOUCHER CHECKS 26837, 26839 THROUGH 26880 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNTS OF $89,565.00. APPROVE ISSUANCE OF UMPQUA BANK PAYROLL CHECKS 1037 THROUGH 1045 AND PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF $231,317.49.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

02/28/2018 To: 03/14/2018

Time: 15:20:11 Date: 03/14/2018
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1369	03/05/2018	Claims	2	EFT	Chase Paymentech	639.30	February Merchant Fees
1370	03/05/2018	Claims	2	EFT	WA St Dept of Licensing *	1,134.00	Fee For Gun Permits
1428	03/09/2018	Claims	2	EFT	Umpqua Bank Merchant Services	199.52	March Merchant Fees
1241	03/01/2018	Claims	2	26837	Cecilia Muscolo	5,317.16	City Of Stanwood
1481	03/13/2018	Claims	2	26839	Aramark Uniform Services Inc	472.08	937963000
1482	03/13/2018	Claims	2	26840	Gaylynn Brien	60.00	City Of Stanwood
1483	03/13/2018	Claims	2	26841	Cascade Natural Gas Corp	651.71	127 540 0000 3; 839 440 0000 5; 953 540 0000 2; 608 440 0000 4
1484	03/13/2018	Claims	2	26842	Code Publishing Company Inc	163.65	3116
1485	03/13/2018	Claims	2	26843	Databar Inc.	275.37	8952
1486	03/13/2018	Claims	2	26844	Dave Smith Repair	5,786.03	City Of Stanwood
1487	03/13/2018	Claims	2	26845	FCS Group- Solutions- Oriented Consult.	3,162.50	City Of Stanwood; City Of Stanwood
1488	03/13/2018	Claims	2	26846	Forest Land Services Inc	893.41	City Of Stanwood
1489	03/13/2018	Claims	2	26847	Hamilton Lumber LLC	113.21	City Of Stanwood
1490	03/13/2018	Claims	2	26848	J.A. Brennan Associates, PLLC	8,997.97	City Of Stanwood
1491	03/13/2018	Claims	2	26849	Loomis	179.03	10128020
1492	03/13/2018	Claims	2	26850	Marshbank Construction	5,000.00	City Of Stanwood
1493	03/13/2018	Claims	2	26851	National Safety, Inc.	203.14	STACIT
1494	03/13/2018	Claims	2	26852	Navia Benefits	50.00	City Of Stanwood
1495	03/13/2018	Claims	2	26853	Office Depot	206.42	36274097; 36274097; 36274097; 36274097
1496	03/13/2018	Claims	2	26854	PUD Of Snohomish County *	16,850.56	2002-4050-5; 2026-9420-4; 2026-7067-5; 2025-7951-2; 2001-4218-0; 2028-8205-6; 2210-4151-0; 2006-3363-4; 2027-2728-5; 2002-0885-8; 2024-2372-9; 2003-6737-3; 2005-9288-9
1497	03/13/2018	Claims	2	26855	Pitney Bowes Inc- Global Financial Svc	359.85	0013214658
1498	03/13/2018	Claims	2	26856	Platt Electric Supply Inc	193.57	24127
1499	03/13/2018	Claims	2	26857	Taylor Powell	1,168.05	City Of Stanwood
1500	03/13/2018	Claims	2	26858	Tyson Powell	1,292.91	City Of Stanwood
1501	03/13/2018	Claims	2	26859	Ricoh USA, Inc.	1,521.10	1316669-3660090 5F E J; 1316669-3660142 5F E J; 1316669-3660143 5F E J; 1316669-3659652 5F JM
1502	03/13/2018	Claims	2	26860	Sno Co Clerks/Finance Officers Assoc	60.00	City Of Stanwood
1503	03/13/2018	Claims	2	26861	Sno Co Dept Of Emergency Management	2,069.93	DEMSTNWD
1504	03/13/2018	Claims	2	26862	Sno Co Sheriff's Office - CB	5,349.25	City Of Stanwood
1505	03/13/2018	Claims	2	26863	Stanwood Auto Parts	624.81	56100
1506	03/13/2018	Claims	2	26864	Stanwood Camano News	205.86	261981; 261981
1507	03/13/2018	Claims	2	26865	Stanwood Chamber Of Commerce	2,900.00	City Of Stanwood
1508	03/13/2018	Claims	2	26866	Stanwood Hardware	195.17	1414
1509	03/13/2018	Claims	2	26867	Stilly Auto Parts Napa	485.49	27197
1510	03/13/2018	Claims	2	26868	Strategies 360 Inc	1,500.00	City Of Stanwood
1511	03/13/2018	Claims	2	26869	TMG Services Inc	2,839.03	1920010
1512	03/13/2018	Claims	2	26870	US Bank Na Custody/ Treas Div-Money Ctr	30.00	777221717
1513	03/13/2018	Claims	2	26871	US Bank	8,975.91	4485 5945 5564 1495
1514	03/13/2018	Claims	2	26872	Union Bank - Visa	54.54	4294 3610 1008 9632
1515	03/13/2018	Claims	2	26873	Union Bank - Visa	54.54	4294 3610 1031 7173
1516	03/13/2018	Claims	2	26874	Unum Life Insurance	88.40	0220603-036 2
1517	03/13/2018	Claims	2	26875	Washington State Patrol *	332.00	STA301

CHECK REGISTER

City Of Stanwood — Time: 15:20:11 Date: 03/14/2018
MCAG #: 0695 — 02/28/2018 To: 03/14/2018 — Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1518	03/13/2018	Claims	2	26876	Waste Management Skagit	332.98	8-34465-95001
1519	03/13/2018	Claims	2	26877	Wave Broadband	142.65	8136 10 015 0064630
1520	03/13/2018	Claims	2	26878	Weed, Graafstra & Associates, Inc., P.S	7,203.50	3868-0000M
1521	03/13/2018	Claims	2	26879	Xpress/Bill Pay	405.45	10290
1522	03/13/2018	Claims	2	26880	Zumar Industries Inc	824.95	000683

001 General Fund	26,248.08	
101 Street Fund	11,501.48	
103 Street Construction Fund	5,000.00	
104 Park Improvement Fund	11,548.72	
110 Building Improvement Fund	138.75	
401 Sewer Fund	11,567.37	
403 Sewer Construction Fund	1,013.75	
410 Drainage Fund	3,489.03	
411 Drainage Construction Fund	1,135.00	
421 Water Fund	15,443.07	
422 Water Construction Fund	1,013.75	
630 Agency Fund	1,466.00	
	Claims:	89,565.00
* Transaction Has Mixed Revenue And Expense Accounts	89,565.00	

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: 3-13-18
( ) Deputy Finance Director

CHECK REGISTER

City Of Stanwood — Time: 15:20:49 Date: 03/14/2018
MCAG #: 0695 — 02/28/2018 To: 03/14/2018 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1299	03/08/2018	Payroll	2	EFT		3,238.73	February 2018 Payroll
1300	03/08/2018	Payroll	2	EFT		3,600.58	February 2018 Payroll
1301	03/08/2018	Payroll	2	EFT		2,348.56	February 2018 Payroll
1302	03/08/2018	Payroll	2	EFT		322.71	February 2018 Payroll
1303	03/08/2018	Payroll	2	EFT		3,432.44	February 2018 Payroll
1304	03/08/2018	Payroll	2	EFT		5,215.59	February 2018 Payroll
1305	03/08/2018	Payroll	2	EFT		3,053.26	February 2018 Payroll
1306	03/08/2018	Payroll	2	EFT		1,080.56	February 2018 Payroll
1307	03/08/2018	Payroll	2	EFT		1,682.35	February 2018 Payroll
1308	03/08/2018	Payroll	2	EFT		3,873.61	February 2018 Payroll
1309	03/08/2018	Payroll	2	EFT		3,122.28	February 2018 Payroll
1310	03/08/2018	Payroll	2	EFT		2,930.60	February 2018 Payroll
1311	03/08/2018	Payroll	2	EFT		5,080.09	February 2018 Payroll
1312	03/08/2018	Payroll	2	EFT		322.86	February 2018 Payroll
1313	03/08/2018	Payroll	2	EFT		4,242.24	February 2018 Payroll
1314	03/08/2018	Payroll	2	EFT		5,714.29	February 2018 Payroll
1315	03/08/2018	Payroll	2	EFT		758.27	February 2018 Payroll
1316	03/08/2018	Payroll	2	EFT		4,351.32	February 2018 Payroll
1317	03/08/2018	Payroll	2	EFT		3,147.02	February 2018 Payroll
1318	03/08/2018	Payroll	2	EFT		322.71	February 2018 Payroll
1319	03/08/2018	Payroll	2	EFT		754.91	February 2018 Payroll
1320	03/08/2018	Payroll	2	EFT		4,772.18	February 2018 Payroll
1321	03/08/2018	Payroll	2	EFT		322.86	February 2018 Payroll
1322	03/08/2018	Payroll	2	EFT		318.51	February 2018 Payroll
1323	03/08/2018	Payroll	2	EFT		2,383.62	February 2018 Payroll
1324	03/08/2018	Payroll	2	EFT		2,323.97	February 2018 Payroll
1325	03/08/2018	Payroll	2	EFT		2,629.29	February 2018 Payroll
1326	03/08/2018	Payroll	2	EFT		2,251.86	February 2018 Payroll
1327	03/08/2018	Payroll	2	EFT		2,954.23	February 2018 Payroll
1328	03/08/2018	Payroll	2	EFT		3,113.63	February 2018 Payroll
1329	03/08/2018	Payroll	2	EFT		2,141.28	February 2018 Payroll
1330	03/08/2018	Payroll	2	EFT		4,403.09	February 2018 Payroll
1331	03/08/2018	Payroll	2	EFT		1,489.85	February 2018 Payroll
1332	03/08/2018	Payroll	2	EFT		2,274.48	February 2018 Payroll
1333	03/08/2018	Payroll	2	EFT		5,931.37	February 2018 Payroll
1334	03/08/2018	Payroll	2	EFT		322.71	February 2018 Payroll
1335	03/08/2018	Payroll	2	EFT		322.71	February 2018 Payroll
1345	03/08/2018	Payroll	2	EFT	Internal Revenue Service (941)	42,623.52	941 Deposit for Pay Cycle(s) 03/08/2018 - 03/08/2018
1346	03/08/2018	Payroll	2	1037	AFLAC	614.96	Pay Cycle(s) 03/08/2018 To 03/08/2018 - AFLAC, Pre-Tax; Pay Cycle(s) 03/08/2018 To 03/08/2018 - AFLAC, Post-Tax
1347	03/08/2018	Payroll	2	1038	AWC Employee Benefit Trust	19,401.44	Pay Cycle(s) 03/08/2018 To 03/08/2018 - AWC - Medical; Pay Cycle(s) 03/08/2018 To 03/08/2018 - AWC- Dental; Pay Cycle(s) 03/08/2018 To 03/08/2018 - AWC - Vision; Pay Cycle(s) 03/08/2018 To 03/08/2018;
1348	03/08/2018	Payroll	2	1039	Colonial Life Insurance	66.75	Pay Cycle(s) 03/08/2018 To 03/08/2018 - Colonial Life Ins

CHECK REGISTER

City Of Stanwood — Time: 15:20:49 Date: 03/14/2018
MCAG #: 0695 — 02/28/2018 To: 03/14/2018 —

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1349	03/08/2018	Payroll	2	1040	Department Of Retirement Systems	37,890.42	Pay Cycle(s) 03/08/2018 To 03/08/2018 - PERS2; Pay Cycle(s) 03/08/2018 To 03/08/2018 - PERS 3; Pay Cycle(s) 03/08/2018 To 03/08/2018 - 457 - DRS (DCP)
1350	03/08/2018	Payroll	2	1041	Hartford Retirement Plan Services	816.00	Pay Cycle(s) 03/08/2018 To 03/08/2018 - 457 - Hartford; Pay Cycle(s) 03/08/2018 To 03/08/2018 - Roth 457(b)
1351	03/08/2018	Payroll	2	1042	ICMA Retirement Trust	2,003.78	Pay Cycle(s) 03/08/2018 To 03/08/2018 - 457 - ICMA
1352	03/08/2018	Payroll	2	1043	Navia Benefits	155.00	Pay Cycle(s) 03/08/2018 To 03/08/2018 - Medical FSA- S125
1353	03/08/2018	Payroll	2	1044	Teamsters Union Local 231	1,237.00	Pay Cycle(s) 03/08/2018 To 03/08/2018 - Teamsters Dues
1354	03/08/2018	Payroll	2	1045	Washington Teamsters Welfare Trust	29,958.00	Pay Cycle(s) 03/08/2018 To 03/08/2018 - Union Dental; Pay Cycle(s) 03/08/2018 To 03/08/2018 - Teamsters Medical

001 General Fund	113,069.17	
101 Street Fund	16,186.36	
108 Transportation Sales Tax Fund	1,160.96	
401 Sewer Fund	44,617.98	
410 Drainage Fund	17,200.81	
421 Water Fund	39,082.21	
	231,317.49	Payroll: 231,317.49

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: 3-13-18
( ) Deputy Finance Director

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

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

SUMMARY STATEMENT

Minutes of the March 8, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE MARCH 8, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

ATTACHMENT A

CITY OF STANWOOD

Regular Meeting of the City Council
Thursday, March 8, 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, Finance Director David Hammond, City Engineer/Assistant Public Works Director Shawn Smith, Police Chief Norm Link, City Attorney Grant Weed, 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

Cathy Wooten - 27828 84th AVE NW

Mrs. Wooten commented on the Snow Goose Festival. The event was a lot of fun. Despite the weather, all bus tours were held except one. There were Snow Geese off Big Ditch Road. The speaker events were well attended.

Tim Schmidt – 27308 101st Ave NW

Mr. Schmidt commented on how well the Snow Goose Festival went. He also commented that he would like to see the city do more promotion through digital marketing for community events.

Katie Shrock – 26930 94th Dr NW

Mrs. Shrock is the owner of One-A-Chord Academy and is asking for approval of a sign variance, and is also asking for more consistency with the enforcement of signage rules.

Mike Satterfield – 30400 15th Ave NE

Mr. Satterfield spoke to the negative impacts of cannabis. He quoted some recent studies demonstrating the negative societal impacts of the legalization of marijuana. He is concerned that the greater strain on EMS and Police would offset any income received from the legalization of marijuana. He strongly urged the council to vote down any measures that would legalize the sale of marijuana in Stanwood.

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 City Council Regular Meeting Minutes

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve the consent agenda items a through b. Motion carried unanimously.

8. New Business

a. Authorize the mayor to sign ILA with Snohomish Health District

City Administrator Ryan Larsen presented a contract with the Snohomish Health District for a $1.00 per capita contribution for basic health essentials, services and functions provided by the Health District. Staff recommends council approve the contribution, and ask the district to give a presentation to council on what the money will be used for.

Councilmember Callaghan would like to hear how the services they provide directly affect Stanwood.

Councilmember White commented that the district does provide services directly to Stanwood via restaurant inspections, wells and septic tank inspections, and child immunizations. However, their current financial model is not sustainable.

The mayor commented that this item was pulled from the December agenda because of concern over a needle exchange program the district was funding. We now know that money Stanwood contributes will not go to that program.

Motion by Councilmember Sather, second by Councilmember Ryer, 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. Motion carried unanimously.

b. Cedarhome Elementary Safe Routes to School, Final Acceptance

Civil Engineer/Assistant Public Works Director Shawn Smith presented final acceptance of the Cedarhome Elementary Safe Routes to School project. The project has been physically completed for several months and came in very close to budget.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the mayor to approve final acceptance of the Cedarhome Elementary Safe Routes to School Project with Marshbank Construction. Motion carried unanimously.

9. Reports of Officers and Committees

a. Mayor's Report

The mayor reported that the $500,000 funding from the state that we requested for the Viking Way Project was approved. He also noted that the Snow Goose Festival went well, and local business owners were very happy with how many people the event brought in. The mayor was asked to speak at a meeting for millennials and was asked about volunteer opportunities in the city. There are many city events through the year that could use volunteers, such as Movies in the Park or the Summer Concert Series. If anyone is interested in volunteering, we can find an opportunity for them.

b. City Administrator's Report

Saturday is the Band Auction at the Camano Center. Anyone is welcome to attend.

c. Councilmember Reports/Questions

10. Citizen Closing Comments

There were no citizen comments.

11. Adjourn

There being no further business before the Council, Mayor Kelley adjourned the meeting at 7:22 p.m.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

Erica Schorn, Deputy Clerk

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7c
DATE:	March 22, 2018
SUBJECT:	Professional Service Agreement with GeoTerra for LiDAR Data
CONTACT PERSON:	Ryan C. Larsen, City Administrator
ATTACHMENTS:	A - Professional Services Agreement with GeoTerra

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ISSUE

The issue before City Council is whether or not to allow the mayor to sign a contract with GeoTerra to acquire LiDAR data.

RECOMMENDATION

1. Discuss the proposal to acquire LiDAR data from GeoTerra.
2. Authorize the mayor to sign a Professional Services Agreement with GeoTerra.

SUMMARY STATEMENT

In 2014, Snohomish County informed local jurisdictions that they had opted to join a program managed by King County called the Regional Aerials Imagery Project to acquire new aerial imagery and the city had the opportunity to join. The decision to join this effort was made because of the potential to provide Snohomish County and the City with the following benefits: decreased costs, more frequent and predictable aerial imagery acquisitions, consistent regional approach and opportunity to acquire a product with increased resolution. In 2015, Stanwood received the aerial imagery deliverable with an additional opportunity to purchase new building footprint data.

Using the 2015 Western Regional Orthophoto Project imagery, GeoTerra collected a new building layer for the City. In July 2017 Council authorized the mayor to sign another contract with GeoTerra to digitize the building layer. This information was completed and delivered to the City.

DISCUSSION

The City is working in partnership with Western Washington University (WWU) to complete a flood assessment for the community. The City has provided data to WWU in the form of our orthophoto imagery including the building layer. WWU is now requesting some additional information in the form of LiDAR data. This information will help refine the work they have already completed. GeoTerra will provide the following data with this contract: LiDAR at 2 pnts/m^2, in LAS 1.2 format with auto-classification for ground and non-ground; project index in Arc shapefile or geodatabase format; and project metadata in PDF format. The total cost for this project is $500.00.

FINANCIAL IMPACT

The funding of $500.00 for the aerial imagery would come out of the Professional Services Account within the Community Development Department (General Fund) which is identified in the 2017-2018 Budget.

COMMITTEE RECOMMENDATIONS

The Finance Committee reviewed this item prior to the March 22, 2018 Council meeting.

CITY COUNCIL OPTIONS

1) Authorize the mayor to sign the Professional Services Agreement with GeoTerra.
2) Do not authorize the mayor to sign the Professional Services Agreement with GeoTerra.
3) Direct staff to discuss potential changes to the Professional Services Agreement with GeoTerra.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH GEOTERRA.

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF STANWOOD, WASHINGTON AND GEOTERRA, INC. 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 GeoTerra, Inc., an Oregon corporation ("Consultant") authorized to do business in Washington.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services for providing LiDAR data as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services and Fee Letter"). 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 March 23, 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 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 to 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 to 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 $1,000.00 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:

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

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

GeoTerra, Inc.
Bret Hazell, CP, RPP, SP
President; Senior Project Manager
860 McKinley Street
Eugene, OR 97402

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 22nd day of March, 2018.

CITY OF STANWOOD

By_____
Leonard Kelley, Mayor

GeoTerra, Inc.

By _____
Bret Hazell, President
Senior Project Manager

Approved as to form:

_____
Grant Weed, City Attorney

Exhibit A
Scope of Services and Fee Letter

GEOTERRA

Proposal for Aerial Mapping Services

Date: 3/7/2018

Job # 180133

Submitted to: Devin Tokizawa
City of Stanwood
Devin.Sola@ci.stanwood.wa.us

Project Name: Stanwood 2015 Lidar
Location: Stanwood, WA

Project Overview

Deliver existing 2015 Lidar data acquired at 2 points per square meter. Provide a 100-foot buffer of data beyond city boundary. Data provided will be auto-classified for ground and non-ground classification only.

Specifications	Delivery	Notes
Project Area	~3.67 mi²	City boundary plus 100-foot buffer.
LiDAR acquisition	> 2 pnts/m²	Cumulative; Optech Galaxy sensor
Strip Overlap	≥ 50%	To reduce data gaps caused by tree shadow
Field of View (FOV)	≤ 40 degrees	
Delivery	LAS v1.2	Standard point classification
Horizonatal Accuracy	≤ 17 cm RMSE	Slope < 20°; open non-vegetated areas.
Vertical Accuracy	≤ 7 cm RMSE	Slope < 20°; open non-vegetated areas.
Primary Delivery via	FTP	Ground Delivery
Project Map		Below

Project Deliverables:

* LiDAR at 2 pnts/m², in LAS 1.2 format with auto-classification for ground and non-ground
* Project index in Arc shapefile or geodatabase format
* Project Metadata in PDF Format

Schedule: Data will be delivered within 1 week of NTP

TOTAL COST: *$500*

Submitted by:

Leanne Mitchell, Project Coordinator
GEOTERRA
www.GeoTerra.us
(541) 914-1582

Approved by:

Date Approved:

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: March 22, 2018

SUBJECT: Ordinance 1455 – Code Edits Title 17 –Tattoo and B&B Changes (Zoning Use Table) – 1st Reading

CONTACT PERSON: Ryan C. Larsen, City Administrator/Community Development Director

ATTACHMENTS:
A - Ordinance 1455 – Zoning Use Table – Tattoo and B&B changes
B - Supporting Information for Tattoo Parlor
C -Letter from Mark Ramaley dated September 13, 2017

ISSUE

The issue before the City Council is to review Ordinance 1455 relating to the zoning use table edits affecting Tattoo and B&B changes and whether or not the City Council should allow for first reading.

RECOMMENDATION

1. Review and discuss the proposed edits to the zoning use table for Tattoo and B&B changes.
2. Allow for first reading of Ordinance 1455 making changes to the City of Stanwood Municipal Code.

SUMMARY STATEMENT

City staff has proposed changes to Title 17 based on the desire of the Planning Commission and the mayor. The Planning Commission reviewed these suggested changes at their October 23, 2017 meeting and supported staff moving forward with them. Staff presented the proposed edits to the City Council Community Development Committee at their November 9, 2017 meeting, and they also supported the changes.

The Commission held a public hearing on January 22, 2018, at which time the Commission made the following recommendation to City Council:

“I MOVE TO RECOMMEND CITY COUNCIL APPROVE THE PROPOSED CODE EDITS TO TITLE 17 AS OUTLINED IN ATTACHMENT A.”

The motion from the Commission passed with four members in favor, one no vote, one abstention, and one not present. The motion included support for the proposed changes in the attached Ordinance 1455.

Also, during public comment, there was concern expressed over the number of rooms allowed in the residential zone for bed and breakfast. The change would allow for six rooms in all residential zones for both bed and breakfast residences and bed and breakfast inns. Before the proposed change only two rooms were allowed for bed and breakfast residences.

Staff has further evaluated the proposed change and realized the change suggested by staff would be in contradiction with the definitions (below).

> “Bed and breakfast house or inn” means a building other than a hotel or nursing home where meals and short-term lodging of **more than two rooms** are provided for compensation to guests and other transient persons.
>
> “Bed and breakfast residence” means a building other than a hotel or nursing home where meals and short-term lodging of **two rooms or less** are provided for compensation to guests and other transient persons.

One alternative discussed with the City Council Community Development Committee was to make a change to address the number of rooms for bed and breakfast residences under section 17.30.050 Zoning use conditions subsection (6) from staff’s suggested change and to make the definition consistent found under section 17.20.030.

Staff offers the following additional suggested change:

17.20.030 “B” definitions

> “Bed and breakfast house or inn” means a building other than a hotel or nursing home where meals and short-term lodging of more than ~~**two**~~ **four** rooms are provided for compensation to guests and other transient persons.
>
> “Bed and breakfast residence” means a building other than a hotel or nursing home where meals and short-term lodging of ~~**two**~~ **four** rooms or less are provided for compensation to guests and other transient persons.

17.30.050 Zoning use conditions

> (6) A business license and compliance with conditions in SMC 17.100.060 for permitting a bed and breakfast use are required. Bed and breakfast residence use is limited to ~~**two**~~ **four** rooms per residence. Bed and breakfast inn use is

limited to six rooms in the SR 5.0 zone, 10 rooms in the MR zone and 16 rooms in the GC zone.

DISCUSSION

The change to the Personal Services section of the zoning use table under SMC 17.30.040 adds Tattoo Parlors as a permitted use in the MBI and GC zones. The other original change was to the zoning use table changing Bed and Breakfast Inns as an Administrative Conditional Use permit under Single-Family Residential SR5.0 (SR5.0), Multi-Family Residential (MR), and General Commercial (GC) from a Conditional Use Permit and changes Bed and Breakfast Residence from a Conditional Use to an Administrative Conditional Use permit under the SR12.4, SR9.6, SR7.0, SR5.0, MR and GC zones. Staff also changed footnote (6) to allow up to 6 rooms in all SR zones from 2 rooms under SMC 17.30.050.

Staff has made changes to the ordinance with direction from the Community Development Committee only affecting the Bed and Breakfast Inns and Bed and Breakfast Residence. The changes proposed are to not allow for them to be processed as a conditional use permit but rather make no change to the permitted use table under 17.30.040, and to change the definitions for both B&B Inns and B&B Residences to be consistent with footnote (6) found under SMC 17.30.050. The Committee did not suggest tattoo parlor changes.

FINANCIAL IMPACT

None.

COMMITTEE RECOMMENDATION

City staff met with the Council Community Development Committee on Thursday, November 9, 2017 to discuss the proposed edits. The Committee supported moving forward with the edits. Staff had a follow up with the Committee on February 8, 2018 and they suggested moving this item off the agenda to further discuss at the March 8, 2018 meeting. Staff met with the Committee on March 8, 2018 and the Committee suggested edits which have been incorporated into the attached ordinance.

CITY COUNCIL OPTIONS

1. Allow for first reading of Ordinance 1455 making changes to the zoning use table affecting Tattoo and B&B changes in the City of Stanwood Municipal Code.

2. Allow for first reading of Ordinance 1455 making changes to the zoning use table affecting Tattoo and B&B changes in the City of Stanwood Municipal Code and make additional changes as suggested by staff.

3. Do not support Ordinance 1455 making changes to the zoning use table affecting Tattoo and B&B changes in the City of Stanwood Municipal Code at this time and direct staff to address specific Council issues or concerns prior to Council reconsidering the ordinance.

4. Do not support first reading of Ordinance 1455 making changes to the zoning use table affecting Tattoo and B&B changes in the City of Stanwood Municipal Code.

RECOMMENDED MOTION

I MOVE TO APPROVE FIRST READING OF ORDINANCE 1455 AS IDENTIFIED IN ATTACHMENT A.

ATTACHMENT A

CITY OF STANWOOD
WASHINGTON

ORDINANCE NO. 1455

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE (SMC) SECTION 17.20.030 "B" DEFINITIONS - "BED AND BREAKFAST HOUSE OR INN" AND "BED AND BREAKFAST RESIDENCE"; 17.30.040 ENTITLED "ZONING USE TABLE" RELATING TO PERSONAL SERVICES; AND SUBSECTION 17.30.050(6) ZONING USE CONDITIONS; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, under the State Growth Management Act (GMA), the City is authorized to adopt concurrent zoning code amendments to implement its Comprehensive Plan; and

WHEREAS, amendments to the zoning code are required to ensure consistency with the Comprehensive Plan; and

WHEREAS, the development regulation amendments contained in this Ordinance are consistent with the procedural guidelines for amendments to the development regulations of the City; and

WHEREAS, on November 13, 2017 and January 22, 2018 the Stanwood Planning Commission reviewed the amendments set forth in this Ordinance during the amendment process; and

WHEREAS, the City of Stanwood SEPA Responsible Official reviewed the amendments and issued a Determination of Non-significance (DNS) on November 21, 2017; and

WHEREAS, on January 22, 2018, following notice as required by law, a public hearing was held by the Planning Commission and all persons wishing to provide public input concerning the proposed amendments set forth in this Ordinance were heard; and

WHEREAS, public notice of the SEPA DNS and the above-referenced public hearing were provided as required by law; and

WHEREAS, the Planning Commission made a recommendation concerning proposed amendments;

WHEREAS, the Community Development Committee reviewed the edits recommended by the Planning Commission at their February 8, 2018 and at their March 8, 2018 meetings; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission and the Committee at their March 22, 2018 regular meeting; and

WHEREAS, pursuant to RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to the zoning code and asked for expedited review of those amendments contained in this Ordinance; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the zoning use table;

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

Section 1. SMC Section 17.20.030 entitled "B" Definitions - "Bed and breakfast house or inn" and "Bed and breakfast residence" definitions are hereby amended to read as follows (all other definitions in SMC Section 17.20.030 entitled "B" Definitions remain in effect and unchanged):

17.20.030 "B" definitions

"Bed and breakfast house or inn" means a building other than a hotel or nursing home where meals and short-term lodging of more than ~~two~~ four rooms are provided for compensation to guests and other transient persons.

"Bed and breakfast residence" means a building other than a hotel or nursing home where meals and short-term lodging of ~~two~~ four rooms or less are provided for compensation to guests and other transient persons.

Section 2. SMC Section 17.30.040 entitled “Zoning use table” subsections for “Hotels and Guesthouses” and “Personal Services” are hereby amended to read as follows (all other provisions of SMC Section 17.30.040 entitled “Zoning use table” remain in effect and unchanged):

17.30.040 Zoning Use Table

KEY:

Blank = Not Permitted	AEO = Adult Entertainment Overlay
AC = Accessory Use	HO = Historic Overlay
ADC = Administrative Conditional Use	TO = Transit Overlay
C = Conditional Use	MPO = Master Plan Overlay
P = Permitted Use	MXO = Mixed Use Overlay

Land Use	SR 12.4	SR 9.6	SR 7.0	SR 5.0	MR	TN	MB-I[29]	MB-II	NB	GC	LI	GI
Personal Services												
Assisted/independent living					**C18**	**C**		**P11, P18**		**P18**		
Barber shop, beauty shop					**P39MXO**	**P**	**P**	**P**	**P**	**P, P39 MXO**		**P37TO**
Daycare center			**P12**	**P12**	**P12**	**P12**	**P12**	**P12**	**P12**	**P12, P39 MXO**		**P37TO**
Daycare, family	**AC12**	**AC12**	**AC12**	**AC12**	**P12**		**P37TO**	**P**	**P12**	**P12, P39 MXO**		**P37TO**
Daycare, mini				**P12**	**P12**	**P12**	**P12**	**P12**	**P12**	**P12, P39 MXO**		
Dry cleaner					**P39MXO**	**P35**	**P**	**P**	**P**	**P, P39 MXO**	**P**	**P**
Equipment rental								**P**		**P, P39 MXO**	**P**	**P**
Funeral home							**P**	**P**		**P, P39 MXO**	**P**	

Health/athletic club					**P39MXO**		**P**	**P**		**P, P39 MXO**	**P**	
Janitorial service					**P39MXO**			**P**			**P**	**P**
Laundromat					**P39MXO**	**P35**	**P**	**P**	**P**	**P, P39 MXO**	**P**	**P37TO**
Optician					**P39MXO**	**P**	**P**	**P**	**P**	**P, P39 MXO**		**P37TO**
Massage clinic/center							**P**	**P**		**P, P39 MXO**		
Medical marijuana collective gardens							**ADC**	**ADC**		**ADC**	**ADC**	
Photo processing service					**P39MXO**		**P**	**P**		**P, P39 MXO**	**P**	
Photocopy/private mail center							**P**	**P**		**P, P39 MXO**		
Printing and publishing					**P39MXO**		**P**	**P**		**P, P39 MXO**	**P**	
Private clubs					**P39MXO**		**P**	**P**		**P, P39 MXO**		
Tattoo parlors					**P39MXO**		**P**	**P**		**P**		**P**
Travel agencies					**P39MXO**	**P**	**P**	**P**				
Video sales and rental					**P39MXO**	**P**	**P37TO**	**P**	**P**	**P, P39 MXO**	**P37TO**	**P37TO**
Other uses determined to be consistent with the definition of "personal service" as determined in this code							**P51HO**					

Section 3. SMC Subsection 17.30.050(6) is hereby amended to read as follows (All other provisions of SMC Section 17.30.050 entitled “Zoning use conditions” remain in effect and unchanged):

17.30.050 Zoning use conditions.

****

(6) A business license and compliance with conditions in SMC 17.100.060 for permitting a bed and breakfast use are required. Bed and breakfast residence use is limited to ~~two~~ four rooms per residence. Bed and breakfast inn use is limited to six rooms in the SR 5.0 zone, with the exception of 10 rooms in the MR zone and 16 rooms in the GC zone.

****

Section 4. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 5. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this ____ day of _____ 2018.

CITY OF STANWOOD

_____
Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____
Effective Date: _____

ATTACHMENT B

17.100.060 Conditions for permitting a bed and breakfast in single-family residential zones.

Subsequent to a public hearing, the city's hearing examiner shall find or attach the following conditions prior to issuing a conditional use permit:

(1) Bed and breakfast businesses shall be conducted in such a manner as to give no outward appearance or manifest any characteristics of a business, except as provided below, that would infringe upon the rights of the neighboring properties to live in a quiet residents-only neighborhood.

(2) Numbers of guest rooms shall be limited to the maximums set in the Tables of Dimensional and Density Requirements, Chapters 17.30 through 17.78 SMC.

(3) Adequate parking per SMC 17.105.140 shall be provided on-site and screened from the view of all neighboring properties.

(4) Safe pick-up and drop-off and loading/unloading areas shall be provided on-site.

(5) Commercial accessory uses shall not be permitted.

(6) Serving of meals shall be limited to overnight guests. No kitchen facilities shall be permitted in guest rooms, except microwave ovens, small refrigerators, and coffee pots.

(7) Adequate utilities, including sewer, water, and electricity, shall be confirmed by the purveyor.

(8) Adequate public roads shall be available or improved by the applicant as determined by the public works director.

(9) Impact to the existing neighborhood shall be minimized to the extent possible by the provision of greater setbacks and landscaping to screen on-site activities. At a minimum, all lot lines abutting residentially developed lots shall be planted with a five-foot wide landscaping strip providing a dense visual barrier of trees and shrubs.

(10) Signage shall be limited to one monument sign meeting the standards of SMC 17.110.235.

Definitions

"Bed and breakfast house or inn" means a building other than a hotel or nursing home where meals and short-term lodging of **more than two rooms** are provided for compensation to guests and other transient persons.

"Bed and breakfast residence" means a building other than a hotel or nursing home where meals and short-term lodging of **two rooms or less** are provided for compensation to guests and other transient persons.

Land Use	SR 12.4	SR 9.6	SR 7.0	SR 5.0	MR	TN	MB-I[29]	MB-II	NB	GC	LI	GI
Hotels and Guesthouses												
Apartment hotel							**P**	**P**		**P, P39 MXO**		
Bed and breakfast inn				**AC6, 32**	**AC6, 32**		**P6, 32**	**P6, 32**		**AC6, 32**		**P37TO**
Bed and breakfast residence	**AC6, 32**	**AC6, 32**	**AC6, 32**	**AC6, 32**	**AC6, 32**		**AC6, 32**	**AC6, 32**		**AC6, 32**		**P37TO**
Guest house							**P**	**P**				
Hotel							**P**	**P11, P**		**P, P39 MXO**	**P18**	
Motel									**P**	**P, P39 MXO**	**P18**	
Resort											**P18**	

(6) A business license and compliance with conditions in SMC 17.100.060 for permitting a bed and breakfast use are required. Bed and breakfast residence use is limited to ~~two rooms per residence. Bed and breakfast inn use is limited to~~ six rooms ~~in the SR 5.0 zone~~, 10 rooms in the MR zone and 16 rooms in the GC zone.
(32) Restaurants that serve lunches and/or dinner shall be allowed in bed and breakfast accommodations.
(37) Permitted in the transit overlay when part of a transit-oriented project as defined in SMC 17.77.040.

ATTACHMENT C

September 13, 2017

Mr. Ryan Larsen, Community Development Director
City of Stanwood
10220 270th Ave. NW
Stanwood, WA 98292

Re: Bed and Breakfast Residences

Dear Ryan:

Several years ago, I was looking into the code to see what the potential would be for a bed and breakfast at my property, the Klondike Anderson Mansion on the east hill. Considering the size (5 bedrooms), age (1912) and land area (2+ acres on 2 tax lots), it seemed a perfect candidate for such use, if I ever were to pursue that opportunity. The code (revised 10/06) seemed to indicate that I could have up to 2 guest rooms per acre plus a primary residence. Thus, I had been under the impression these past 10 years or so that 4 guest rooms would be permitted.

Now that I am remarried and my wife and I are looking ahead into our golden years, the idea of a bed and breakfast has been rekindled. However, to my surprise, I discovered that the current code restricts a bed and breakfast residence to a maximum of 2 rooms, with no consideration given to the size of either the home or the lot. While a 2 room maximum may be appropriate for many of the smaller turn-of-the-century homes on city lots downtown, more guest rooms (and revenue) should be permitted on larger properties that are more expensive to maintain and have more land to accommodate more guests.

At a time when the city is studying ways to attract more lodging opportunities within the city limits, it would seem that the 2-room limit restricts the potential market for overnight stays in Stanwood, and is a disincentive for certain property owners who might otherwise be willing to make the investment in time and money to create unique bed and breakfast lodging.

Perhaps this restriction was an oversight and unintended. It would be interesting to learn the rationale behind this change. In any event, I would urge you to consider editing this section of the code to allow for more units and thus better economies for larger properties.

Sincerely,

Mark Ramaley
Klondike Manor, LLC

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8b
DATE:	March 22, 2018
SUBJECT:	Resolution 2018-04– Update Consolidated Schedule of Fees and Charges
CONTACT PERSON:	Ryan C. Larsen, City Administrator
ATTACHMENTS:	A – Resolution 2018-04 Revised Consolidated Schedule of Fees and Charges

ISSUE

Should council adopt Resolution 2018-04 updating the City's Consolidated Schedule of Fees and Charges?

RECOMMENDATION

Council should adopt Resolution 2018-04 updating the City's Consolidated Schedule of Fees and Charges.

DISCUSSION

Staff recommends annual review and update to the consolidated schedule of fees and charges. The City most recently updated the schedule two years ago, by Resolution 2015-23. Upon review of the current fee schedule, staff noted that there are duplicated lines and the schedule lacked a structure. This update has created a format categorized as follows:

- Land Use Fees and Charges
- Animal Fees and Charges
- Code Violations—Penalties
- Utility Billing Fees and Charges

The revised format will facilitate the next phase of consolidation of city fees and charges, which staff will perform in conjunction with development of the 2019-2020 biennial budget. In addition to formatting changes, staff recommends the following changes:

- Introduction of two new fees:
    - Re-inspection fee, $75.00. Three of six peer cities surveyed charge this fee. It is intended to recover the cost of an additional site inspection.

- Introduction of a $75.00 Adult Family Home Application Fee. The city does not have current application from an adult family home, but in comparing Stanwood fees with six peer cities, staff noted four charge fees ranging from $25 to $300. This new fee is intended to recover the cost of reviewing the application.

- Grading Permit Fees—the fee structure had not been updated since 1997, and employed a complicated formula. The proposed fee structure is simple to calculate and also to communicate to customers.

- Site development fee exemption for governmental facilities in order to avoid using taxes to pay city fees.

FINANCIAL IMPACT

The exemption for governmental facilities is difficult to quantify, and the total annual amount collected by the city for grading fees and the two new fees is unlikely to exceed $1,500 annually.

FINANCE COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item prior to the March 22, 2018 council meeting.

CITY COUNCIL OPTIONS

1. Adopt Resolution 2018-04 adopting a revised consolidated fee and charge schedule.

2. Do not adopt Resolution 2018-04 adopting a revised consolidated fee and charge schedule.

3. Do not adopt Resolution 2018-04 adopting a revised consolidated fee and charge schedule and direct staff to address specific questions or areas of concern.

RECOMMENDED MOTION

I MOVE TO ADOPT RESOLUTION 2018-04 ADOPTING A REVISED CONSOLIDATED FEE AND CHARGE SCHEDULE.

ATTACHMENT A

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2018-04

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON, ADOPTING A REVISED CONSOLIDATED FEE AND CHARGE SCHEDULE

WHEREAS, on November 23, 2015 the City Council adopted Resolution 2015-23 updating the City's consolidated fee schedule; and

WHEREAS, the City recognizes the need to recover the ongoing cost of providing services; and

WHEREAS, the City Council has determined that the existing fee schedule requires amendments to recover the reasonable cost of providing a wide array of local governmental services as well as to provide responsible cost recovery for staff and consultant time required to provide certain functions; and

WHEREAS, the City Council wishes to make these adjustments to fees to more closely reflect actual cost of services effective March 23, 2018;

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

Section 1. The schedule of fees and charges attached hereto and incorporated by this reference as Exhibit 1 is hereby adopted effective March 23, 2018.

Section 2. The Stanwood City Council hereby finds that the fees and charges set forth in Exhibit 1 reflect the reasonable costs of providing the services set forth therein.

Section 3. This Resolution and the attached Exhibit 1 shall replace the schedule of fees and charges adopted pursuant to Resolution 2015-23.

PASSED by the City Council and Approved by the Mayor this 22nd day of March, 2018.

CITY OF STANWOOD

By_____
Leonard Kelley, Mayor

ATTEST:

By_____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By_____
Grant Weed, City Attorney

EXHIBIT 1
Revised ~~2015~~ Consolidated Fee Schedule – effective March 23, 2018~~January 1, 2016~~

LAND USE FEES AND CHARGES	
Activity	**Fee**
Public Notice	$60 per required publication Plus actual cost if greater
Floodplain Certificate	$175
SEPA	$275 non-project $450 other
SEPA Addendum	$72/hour
EIS	Direct consultant cost plus staff hourly rate
FPA Waiver	$800 Plus $100/acre over 5 Plus cost of hearing
Grading	~~Per 1997 UBC plus engineering reviews at actual cost~~ $250 -- 50 to 499 Cubic Yards $500 -- 500 to 1000 Cubic Yards $750 -- Over 1,000 Cubic Yards
Right-of-way	$100 minor work $500 major work
Preliminary Short Plat[1]	$3,600
Preliminary Long Plat[1]	7,000 Plus $250/lot Plus cost of hearing
Plat Amendment	$72/hour Plus cost of hearing
Site Development[1] (Government Facilities Exempt[2])	$125> $5k $250 $5k -$15k $500 + 5% city engineer's estimate (includes labor, equipment, materials, overhead and profit) - $15k +$25/lot for plats w/prior SD
Final Plat/PRD	$700 + $125 per lot
Binding Site Plan[1]	$3,000 Plus $300/lot
Preliminary PRD/PUD[1]	$5,550 Plus $250/lot Plus cost of hearing

[1] Includes first engineering review, additional reviews charged at cost

[2] "Governmental Facility" means a facility wholly or partially funded by tax dollars including government of the United States, the governments of the state of Washington, Snohomish County, the City of Stanwood, Regional Fire Authorities, Public Schools, Colleges, and Universities.

LAND USE FEES AND CHARGES	
Activity	**Fee**
Development Agreement[1]	**$2,000** **Plus cost of hearing**
Administrative Variance	**$600**
Hearing Examiner Variance	**$1,200** **Plus cost of hearing**
Comprehensive Plan Amendment	**$1,500**
Administrative Interpretation	**$100**
Administrative Decision, Modification, Adjustment	**$100 first application** **$125 each additional application**
Annexation	**$1,000**
Boundary Line Adjustment	**$950**
Administrative Conditional Use	**$100**
Conditional Use	**$1,000** **Plus cost of hearing**
Unclassified Use Determination	**$100**
Wireless Communication Facility	**$2,000**
Rezone	**$1,000**
Zoning Text Amendment	**$800**
Shoreline Conditional Use	**$950** **Plus cost of hearing**
Shoreline Substantial Development	**$500 < $100k** **$1,000 > $100k<250K** **$2,000 > 250k**
Driveway Permit	**$80**
Demolition	**$100 Residential** **$200 Commercial**
Critical Areas	**$25 Exemption (non-Flood)** **$75 Exemption (Flood)** **$250 Checklist SFR/Duplex** **$350 Checklist Other** **$350 Report** **Peer review at cost**
Technology Fee (applied to all permit transactions)	**3%** **Except on 5% site development fee, impact fees, and mitigation fees**
Landscape Plan	**$400** **Plus 100% consultant cost**

LAND USE FEES AND CHARGES	
Activity	**Fee**
Landscape Plan Modification	**$200** **Plus 100% consultant cost**
Landscape Inspections	**$150** **$50 re-inspections** **Plus 100% Consultant cost**
Adult Family Home Application	**$75, per application**
Pre-Application	**$300** **Plus 2 hour engineering deposit for file review and 2 hour deposit for meeting attendance costs (file review and meeting attendance required at City discretion)** **($150 to be credited if LU app. is filed w/in 90 days)**
Temporary Use	**$25**
Permit Extensions	**$100**
Reconsideration	**$200** **Plus cost of hearing**
Certificate of/change of occupancy	**$25 (fee may be applied to building permits if required for certificate)**
Concurrency[3] evaluation	**$400 plus consulting fees for engineering review**
Concurrency reconsideration	**$200 plus consulting fees for engineering review**
Encroachment Permit	**New structures, $50** **No Fee for existing structures permitted by 2016**
Right-of-way Vacation	**$350**
Right-to-Farm (under 10 acres)	**$50**
Right-to-Farm (10 acres or greater)	**$100**
Water/Sewer Certificate of Availability	**$500**
Fire Plan Check	**1 hour deposit** **Plus actual cost if greater**
Re-Inspection Fee	**$75**
Postage	**At cost**
Copies	**$.15/page side @ 81/2”x11”**

[3] Includes first engineering review, additional reviews charged at cost

ANIMAL FEES & CHARGES	
Activity	**Fee**
Dog License – Unaltered Annual Fee	**$50**
Dog License – Altered Annual Fee	**$10**
Replacement Tag/License	**$10**
Potentially Dangerous Dog License – Annual Fee	**$100**
Dangerous Dog License – Annual Fee	**$200**
Commercial Kennel License	**$175**
Animal Shelters, Kennels, Pet Shops, Grooming Service License	**$175**
Impoundment – Small Animals (dogs and cats) (SMC 8.02.170)	**$160 Monday through Friday during regular business hours and $412 for after-hours (plus license fee, to include all city costs per animal) and double for each impoundment of the same animal during any one-year period**
Impoundment – Livestock (SMC 8.02.080)	**$500 (to include all city costs per animal – including room and board) and double for each impoundment of the same animal during any one-year period**
Animal Control Civil Infraction Fine (SMC 8.02.490 (2))	**First violation in 365 day period $100 Second violation in 365 day period $200**
Animal Control– 3 or more violations in a 365 day period (SMC 8.02.490 (2))	**Third or subsequent offenses of this chap 8.02 within a 365-day period shall be: A misdemeanor subject to a jail term of not more than 90 days, a fine of not more than $1,000, or both such fine and imprisonment.**

CODE VIOLATION - PENALTIES	
Activity	**Fee**
Class A Code Violation – First Offense (SMC 13.01.045 and SMC 8.02.490 (1) re: 8.02.440 – .480)	**$250**
Class A Code Violation – Second Offense (SMC 13.01.045 and SMC 8.02.490 (1) re: 8.02.440 – .480)	**$500, within first year of violation**
Class A Code Violation – Third Offense (SMC 13.01.045 and SMC 8.02.490 (1) re: 8.02.440 – .480)	**$1,000, within first year of violation**
Class B Code Violation – First Offense (SMC 13.01.045 and SMC 8.02.490 (1))	**$50**
Class B Code Violation – Second Offense (SMC 13.01.045)	**$250, within first year of first violation**
Class B Code Violation – Third Offense (SMC 13.01.045 and SMC 8.02.490 (1))	**$500, within first year of first violation**
Violation Misdemeanor	**A jail term of not more than 90 days, a fine of not more than $1,000, or both such fine and imprisonment + costs**
Gross Misdemeanor	**A jail term of not more than 364 days, a fine of not more than $5,000, or both such fine and imprisonment + costs**

UTILITY BILLING FEES & CHARGES	
Activity	**Fee**
Water Disconnection Fee - Regular	**$27.50**
Water Disconnection Fee - Frequent	**Shut off more than once in a 12-month period $40.00**
Water Disconnection Fee – After Hours	**Shut off after 4:00 pm on weekdays, weekends and holidays $150.00**
Meter Removal	**$150.00**
Water Connection Fee - Regular	**$27.50**
Water Connection Fee - Frequent	**Turn on more than once in a 12-month period $40.00**
Water Connection Fee – After Hours	**Turn on after 4:00 pm on weekdays, weekends and holidays $150.00**
Meter Reinstall	**$150.00**
Meter Read Outside Normal Cycle Requested by Customer	**$15.00**
Water Meter – Acts of Vandalism	**Reimburse City for actual costs of repairs**
NSF Check Fee	**$40.00**
Irregular Check Fee	**Post-dated, unsigned, or otherwise not acceptable for bank deposit $25.00**

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: March 22, 2018

SUBJECT: Indemnification agreement for use of Thrifty Foods Lot

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - Indemnification Agreement

ISSUE

The issue in front of the Council is to authorize Mayor Kelley to execute an indemnification agreement with Shopping Center Properties of Stanwood, LLC for use of their parking lot for 3 City sponsored events: Clean Sweep, Touch-A-Truck and National Night Out.

SUMMARY STATEMENT

In 2017 Clean Sweep, Touch-a-Truck and National Night Out were all held at the Thrifty Food's parking lot. These 3 events have become a tremendous success and have been well attended to the point where they create an impact to traffic, businesses and citizens in general if they are held in the much smaller city owned parking lot.

Shopping Center Properties of Stanwood, LLC allowed the city to use their parking lot for these events if an agreement, which included indemnification language, was signed.

DISCUSSION

Staff would like to utilize the Thrifty Food's parking lot again in 2018 for the same three City sponsored events scheduled for:

- Clean Sweep – Saturday, April 28th
- Touch-a-Truck – Saturday, May 5th
- National Night Out – Tuesday, August 7th

FINANCIAL IMPACT

There is no cost associated with this request.

COMMITTEE RECOMMENDATIONS

This was not discussed at the March 5th Public Works Committee Meeting.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN AN INDEMNIFICATION AGREEMENT WITH SHOPPING CENTER PROPERTIES OF STANWOOD, LLC FOR USE OF PROPERTY FOR CITY EVENTS.

ATTACHMENT A

AGREEMENT BETWEEN CITY OF STANWOOD AND SHOPPING CENTER PROPERTIES OF STANWOOD, LLC FOR INDEMNIFICATION RELATED TO USE OF PROPERTY FOR CITY EVENTS

This Agreement is made and entered into by and between the City of Stanwood, a municipal corporation of the State of Washington (the "City") and Shopping Center Properties of Stanwood, LLC (the "Owner"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City of Stanwood holds City Events from time to time; and

WHEREAS, the City desires to hold certain of those City Events outside and desires to hold them in an area larger than any property owned by the City; and

WHEREAS, the Shopping Center Properties of Stanwood, LLC agrees to allow the City the use of its property located at 8815 271st Street NW, Stanwood, WA 98292, Tax Accessor's Parcel No. 32041900300300 for the following such City Events:

Clean Sweep—April 28th, 2018
Touch-A-Truck—May 5th, 2018
National Night Out—August 7th, 2018

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

For and in consideration of the use of the Owner's above described property for the above described City Events, the City for itself, its officers, agents, employees, contractors, and subcontractors, shall indemnify, save harmless and defend the Owner from and against any and all damages, claims, or demands, (including cost of defense) on account of injury to or death of any and all persons, or property damage caused by City arising out of City's use of the above described property for the above described City Events on the dates which those events occurred.

Such indemnification will not extend to that portion of any damages, claims, or demands that are caused by the negligence and/or intentional misconduct of the Owner, its officials, employees, agents or contractors.

(signature page to follow)

EXECUTED this 22nd day of March, 2018.

City of Stanwood, Washington

By: _____
Leonard Kelley, Mayor

EXECUTED this_____day of_____, 2018.

Shopping Center Properties of Stanwood, LLC

By: _____

Name: _____

Title: _____

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8d
DATE:	March 22, 2018
SUBJECT:	Cleaning and Inspection of the potable water reservoirs
CONTACT PERSON:	Gina Seegert, Water Lead
ATTACHMENTS:	A – Bid Tab B – Inland Potable Services Quote C – Contract

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ISSUE

The issue in front of the Council is whether or not to authorize the mayor to award and enter into an agreement with Inland Potable Services, Inc. for the Water Tank Cleaning project.

SUMMARY

Every five years the water reservoirs need to be cleaned and inspected. Over time sediment builds up on the floor of the reservoirs, and it needs to be removed. The water reservoirs were last cleaned in 2012.

DISCUSSION

On February 27, 2018 staff used the MRSC roster to solicit quotes from contractors in the Water Facility Construction, Repair, and Maintenance category. Staff received 6 quotes, see attachment A. Inland Potable Services, Inc. submitted the low bid of $7,665.00 (plus tax).

The City of Marysville was listed as a reference; staff called and did a reference check which came back favorable.

As soon as the contract is executed, Inland Potable Services will schedule the work. They will be in our region in April; the project should take 2 to 3 days to complete. Work will include cleaning and inspection of all 5 reservoirs; Big Knittle, Little Knittle, North Bailey, South Bailey, and Cedarhome.

FISCAL IMPACT

The quote came in at $7,665.00. With tax the project will not exceed $ $8,362.51, which will be paid from the water repair and maintenance fund.

COMMITTEE RECOMMENDATION

This issue did not go to the Public Works Committee.

CITY COUNCIL OPTIONS

1. Award the Water Tank Cleaning project to Inland Potable Services, Inc. and Authorize the mayor to enter into an agreement with Inland Potable Services, Inc.

2. Do not authorize the mayor to enter into an agreement with Inland Potable Services, Inc. and send to the Public Works Committee for discussion.

3. Reject all quotes and send to the Public Works Committee for discussion.

4. Reject all quotes and do not complete the Water Tank Cleaning until a later date.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO AWARD AND ENTER INTO AN AGREEMENT, NOT TO EXCEED $8,362.51, WITH INLAND POTABLE SERVICES, INC. FOR THE WATER TANK CLEANING PROJECT.

ATTACHMENT A

CITY OF STANWOOD

WATER TANK CLEANING

BID OPENING
CITY HALL 10220 270TH St NW, Stanwood
TUESDAY, MARCH 13, 2018
3:00 PM

NAME	ADDRESS	PHONE/EMAIL	BID AMOUNT
Inland Potable Services, Inc.	16297 E. Crestline Lane Centennial, Colorado 80015	303-400-4220	$7,665.00
Advanced Diving Services, Inc.	2948 E. Badger Way New Harmony, UT 84757	800-237-3483	$11,804.62
Liquid Engineering	PO Box 80230 Billings MT 59108	800-438-2187	$15,880.00
Associated Underwater Services	6706 NE 175th St #D. Kenmore WA 98028	425-487-0329	$22,482.15
H2O Solutions, LLC	9030 W. Sahara, Suite 208 Las Vegas, NV 89117	206-422-0894	$8,600.00
LiquiVision, Tech. Diving Services	711 Market St Klamath Falls, OR 97601	800-229-6959	$8,400.00

Mailing Address:
16297 E. Crestline Lane
Centennial, Colorado 80015
Office Phone: 303-400-4220
Office Fax: 303-400-4215

March 12, 2018

Mr. Kevin Hushagen, Public Works Director
City of Stanwood
Public Works Dept.
10220 270th St. NW
Stanwood, WA 98292

RE: Proposal for Cleaning and Inspection of Water Tanks

Dear Kevin,

Thank you for the opportunity to bid on your RFP for the Cleaning and Inspection of water tanks for the City of Stanwood, WA.

Our pricing includes the cost of one sediment bag per tank, as well as the labor, equipment, insurance, set-up and breakdown of equipment, and removal of up to 4" of sediment from the tank floors.

Our services also include a written report of the dives, with photos and the DVD of the dives.

If you require any additional information, please do not hesitate to contact me. We look forward to the opportunity to be of service to the City of Stanwood.

Best regards,

Janet Hughes

Janet Hughes, President
INLAND POTABLE SERVICES, INC.

JH/j

ENCLOSURES

Inland Potable Services, Inc.

16297 E. Crestline Lane
Centennial, Colorado 80015
Office Phone: 303-400-4220
Toll Free: 844-372-2956
Linda's Direct Line: 303-746-5382
Office Fax: 303-400-4215
Email: lindak@inlandpotableservices.com

City of Stanwood
Public Works Dept.
10220 270th Street NW
Stanwood, WA 98292

Date: March 13, 2018
Phone: 360-629-9781
Fax: 360-629-0867

Diving Services for Cleaning and Inspections of Potable Water Tanks

Tanks	Tank Description	Additional Information	Scope of Work To Include
1	Big Knittle Tank 60' dia. x 47' deep	**Discharge water DOES require de-chlorination.**	**Clean and Inspect** **Up to four (4) inches of sediment removal from the tank floors.**
1	Little Knittle Tank 25' dia. x 50' deep	**Sediment bags will be used to contain the sediment after removal-bag removal by others**	Visual inspection of the interior and exterior of the tanks.
1	North Bailey Tank 45' dia. x 17' deep	**This is a Prevailing Wage Job**	Written report with photos and a DVD of the dives.
1	South Bailey Tank 45' dia. x 17' deep		
1	Cedarhome Tank Steel Elevated Tank 54' dia. x 42' deep x 77' tall	Tax for Snohomish County will be added as an additional amount to the invoice.	One sediment bag per tank is included in the price. Additional bags will be charged at $80. each

Proposal Total: $ 7,665.00 including the cost of 5 sediment bags

Pricing is based on current prevailing wage rates for divers and tenders working in Snohomish County, WA as of March, 2018. Overtime, holidays and weekends are not included.
The bid price listed above is valid for 90 days from date shown.
Proposals signed and returned to Inland Potable Services are valid for one year from date of acceptance.

Payment terms: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days.

This contract is based on a total price which includes time and mobilization to and from the project site, set-up and breakdown of equipment, and the preparation for the dive and diving services. Diving services will include sediment removal up to 4 inches from the floor, a video inspection and written report for your records (still photos included). During the initial dive, sediment depths will be measured by the diver and documented on video.

If removal of sediment of an abnormal consistency (clay, calcium, rocks, pebbles, mud, etc.), additional sediment removal (over 4 inches from the floor), wall cleaning or epoxy repairs is requested and approved by designated on-site representative, each of these services will be performed at a rate of $487.00 per hour.

Inland Potable Services, Inc. will provide all personnel and equipment necessary to provide diving services in the above referenced tank(s) or reservoir(s). We will provide your utility with a written report as well as a narrated color video for the services performed. The tank(s) or reservoir(s) will be inspected according to American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- **All divers employed by Inland Potable Services are certified Commercial Divers.**
- **Inland Potable Services is fully bondable and insured.**
- **All equipment entering the tanks will be disinfected with a minimum of 200 ppm Chlorine.**
- **Schedule dates are tentative and are subject to change.**
- **If Inland Potable Services dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel onsite, inability to access designated work site, low water level, etc.) a down-time charge of $487.00 per hour will be charged.**
- **A fee based on $487.00 per hour will be charged if we are unable to get our truck and trailer to a tank location. We will use portable dive gear and cleaning equipment to complete the job. Please understand that use of utility vehicles or equipment may be necessary to get our equipment to a tank.**
- **Inland Potable Services makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.**

Linda L. Kaminski, Regional Account Manager **Date: March 13, 2018**

To accept, please sign and date proposal. Please fax both pages to 303-400-4215.

_____ _____

Printed Name and Title Date

_____

Signature

Completion Date – With acceptance this work will be completed at a mutually acceptable date within one year. If the budgeted funds for this work has to be used by a specific date, please indicate the date here: _____

Important Information:

Please Read and Show Acceptance by Initialing Each of the Items Listed Below:

Hatch Size - The entry hatch size must be at least 20 inches in diameter or square with no obstructions that would prevent entry by our diver. A futile trip charge equal to our hourly rate to will be levied if the team is unable to enter the tank due to the hatch size being too small or objects are blocking the entry.

Utility Representative Initial Here _____

Water Level - The water level, within the tank, must be within ten (10) feet or less of the hatch opening prior to the dive team's arrival. If the air gap is more than 10 feet, a standby charge based on the time it takes to reach the appropriate level will be added to the final invoice.

Utility Representative Initial Here _____

Tank Information – Please initial below to verify the type of tank, dimensions or information listed in the proposal is accurate. If the tank dimensions or information is not accurate as listed then additional costs may be added. **Utility Representative Initial Here** _____

Fuel Surcharge - Effective March 15, 2011 a fuel surcharge of $25.00 per day will be added to this contract, if the price of diesel fuel exceeds $4.00 per gallon on the date of the contract completion.

Utility Representative Initial Here _____

Inland Potable Services, Inc.

16297 E. Crestline Lane
Centennial, Colorado 80015
Phone: 303-699-2729
Fax: 303-693-1843

2018 Washington References:

Kitsap PUD
1431 Finn Hill Road
Poulson, WA 98370
Contact Person: Nick Bayard, Temeetry Mgr.
Phone: 360-626-7707
Email: NickBayard@kpud.org
Clean and inspect 5 tamls -30 KG, 50 KG, 350 KG, 50 KG and 20KG
and repairs in some of the tanks
Contract Amount: $7,728.00 and $1,912.00 Completed On: March, 2017

City of Shelton
P.O. Box 1277
1000 W. Pine Street
Shelton, WA 98584
Contact Person: Brian Dobie
Phone: 360-426-9731
Email: brian@ci.shelton.wa.us
Clean and inspect 4 tanks – 695 KG, 524 KG, 391 KG and 217 KG
Contract Amount: $6,990.00 Completed on: March, 2017

City of Aberdeen
1201 W. Heron Street
Aberdeen, WA 98520
Contact Person: Mike Randich
Phone: 360-537-3273
Email: mrandich@aberdeenwa.gov
Epoxy repairs to a 1 MG Tank
Contract Amount: $ 7,114.00 Completed on: October, 2016

Inland Potable Services

References Continued

City of Cheney
112 Anderson Road
Cheney, WA 99004
Contact Person: Dan Ferguson
Phone: 509-498-9293
Email: tableman@cityofcheney.org
Clean and inspect 4 water tanks ranging from 2.0 MG to 201 KG
Contract Amount: $ 8,928.00 Completed on: October 2016

City of Marysville
80 Columbia Avenue
Marysville, WA 98270
Contact Person: Karen Latimer
Phone: 360-363-8161
Email: klatimer@marysvillewa.gov
Clean and insepct 6 tanks - 2.3 MG tank ranging from 201 KG to 6 MG
Contract Amount: $32,046.00 Completed on: Dec., 2014

Inland Potable Services, Inc.

16297 E. Crestline Lane
Centennial, Colorado 80015
Office Phone: 303-400-4220
Office Fax: 303-400-4215

References for California Utilities:

Fallbrook Public Utility District
P.O. Box 2290
Fallbrook, CA 92088
Contact Person: Jason Cavender
Phone: 760-497-4103
Inspection of 6 tanks - 10 MG, 8 MG, 6 MG, 3.6 MG, 3.6 MG and 2.8 MG
Job completed: March 2, 2017
Amount of Contract: $ 9,756.00

Fontana Water Company
15966 Arrow Route
Fontana, CA 923356
Contact Person: Jim Wonser
Phone: 909-822-2201
Inspection and cleaning of tanks – 3 MG, 5.1 MG, 3.1 MG 524 KG
Job Completed: November, 2016
Amount of Contract: $15,210.00

City of Ontario
1425 South Bon View Ave.
Ontario, CA 91716
Contact Person: Tom O'Neil
Phone: 951-377-2232
Inspection of 11 tanks-3 MG, 2 MG, 3.75 MG, 20 MG, 2 MG, 10 MG, 2.75 MG
2 MG, 9 MG and 6 MG. Cleaned 4 of the 11 tanks inspected also.
Job completed: October, 2016
Amount of Contract: $77,057.00

City of Blythe
440 S. Main Street
Blythe, CA 92225
Contact Person: Steve Foley
Phone: 760-922-6611
Inspection of 5 reservoirs-2.2 MG, 500 KG, 2.2 MG, 350 MG, 500 MG & 150 KG
Job completed: December, 2015
Amount of Contract: $ 5,250.00

East Niles CSD
P.O. Box 6038
Bakersfield, CA
Contact Person: Larry White
Phone: 661-871-2011
Inspection only of a 420 KG and 3 MG Tank and Cleaning and inspection of a 420 KG and 210 KG tanks.
Job located in Bakersfield, CA
Job Completed: 12/18/2015 & 2018
Amount of Contract: $ 6,416.74, & $6,840.

Irvine Ranch Water District
P.O. Box 57000
Irvine, CA 92919-7000
Contact Person: Scott Beltran
Phone: 949-453-5712
Clean and inspect 12 tanks of a variety of sizes from 15 MG to .6 MG
Job location is in Irvine, CA
Job completed: April, 2015
Amount of Contract: $78,323.00

City of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561
Contacts: Tom Brown or Tyler Napier
Phone: 661-822-2200 or 661-972-5858
Clean and inspect 4 tanks sizes 0.75 MG, 2-1.1 MG and 1.5 M
Job location is Tehachapi, CA
Job completed: July 18, 2015
Amount of Contract: $8,830.00

City of Stanwood
Water Tank Cleaning RFQ
February 27, 2018

Addendum No. 1 February 28, 2018

To MRSC Participant,

Please sign and submit Addendum No. 1 with your quote.

REFERENCES:
Submit 3 references from water purveyors that you have performed Potable Water Storage Tank Cleaning and Inspections.

SITE VISITS:
If you need to see the reservoirs to create your quote, please contact Gina Seegert at 425-508-7829 or gina.seegert@ci.stanwood.wa.us to schedule a time.

CORRECTION TO RFQ:
The RFQ lists the dimensions of the Little Knittle tank at at 25' x 50' and capacity at 1,000,00 gal., the correct dimension is 26' x 50' and capacity at 200,000 gal.

TANK	TYPE	DIAMETER	HEIGHT	MAX. CAPACITY	SURFACE AREA
Little Knittle	Concrete	~~25'~~ 26'	50'	~~1,000,00 gal.~~ 200,000 gal.	~~491 sq. ft.~~ 531 sq. ft.

ANSWERS TO BIDDER'S QUESTIONS:

1. City is seeking divers to clean the potable water tanks
2. Tanks will not be drained
3. Water tanks will be in service during cleaning
4. There is not an engineer's estimate for this project
5. Do all tanks have internal/external ladders? Yes
6. Do all tanks have vehicle access? Yes
7. Is the Cedarhome tank a Steel tank? Yes
8. What are the bond requirements? No Bid Bond
9. Will all of the tanks be awarded to one contractor? Yes
10. Will the City handle the disposal of recovered sediment? Yes
11. Will the City handle the disposal of water that is captured? Yes
12. Do you want or need the discharge water captured into a sediment bag or can it be released on the ground near the tanks? Please use a sediment bag
13. Do you want the discharge water de-chlorinated? Yes
14. Where will the contractor be able to dispose of recovered water? On site at all 5 locations
15. Builders Risk and pollution insurance are not required for this project.

16. Per the ANSI/AWWA standard the diver must wear a dry suit to keep the diver's body from having any contact with the water column.

17. Will the City adopt the 3 person dive team minimum stipulated by the ADCI and Coast Guard? Yes. 1 diver, 1 at the top of reservoir, 1 with the video equipment and in constant communication with the diver.
18. Confined space: Will the City be responsible for verifying a safe atmosphere for the air gap between the water line and top of tank? The contractor will be responsible for verifying a safe atmosphere.
19. What sediment depth would the City like us to assume for the cleaning work scope? 4 inches
20. Please indicate what the water level is in each tank at the time of the work. The water level varies in all reservoirs but the city will try to maintain the highest level possible in each reservoir during cleaning.
21. Regarding the recommendation for post inspection work, will the City require this to be done by a licensed structural engineer? All dive maintenance technicians should know, understand, and abide by the regulations and standards affiliated with potable water reservoir inspection and cleaning.
22. Please forward the city standard/requirements for decontamination of equipment prior to entering potable water. Per the ANSI/AWWA standards all equipment and divers should be disinfected with 200 ppm chlorine solution

Please submit signed addendum No. 1 with your quote.

Janet Hughes, President 3/12/18

Name Title Date

City of Stanwood
Water Tank Cleaning RFQ
February 27, 2018

Addendum No. 2 – March 8, 2018

To MRSC Participant,

Please sign and submit Addendum No. 2 with your quote.

ANSWERS TO BIDDER'S QUESTIONS:

1. Are there any engineering drawling's for tanks/reservoirs? – No
2. What is normal operation for each tank/reservoir? – We will try to maintain the water level to be 10' from the top of each reservoir.
3. What is the Lock-Out/Tag-Out procedures, if any, for tanks/reservoirs? They will remain in service.
4. Has there been any prior inspection/cleaning of the tanks/reservoirs and can we review the reports? No
5. What are the time restrictions if any for access to tanks/reservoirs? 7:00am-3:30pm but can be flexible.
6. Will there be any NDT on the steel tanks? The Steel Tanks need to be inspected.
7. What, if any, is the deadline for completion of the project? There is no deadline; we will schedule the cleaning with the contractor who is awarded the project.
8. Is there any possibility of waiving experience requirements for new companies that have less than three past jobs? No, we want an experienced contractor who has at least 3 references cleaning Potable Water Tanks.
9. The sample contract is for a Limited Public Works Contract (Under $35,000), I just want to confirm this NOT a Small Works contract ($300,000). This is a Limited Public Works project.
10. Are all of the tanks within the City of Stanwood? Yes, they are all within the City of Stanwood city limits.
11. Are there pictures or descriptions of the tanks? Pictures are attached
12. Are there manways/openings on the steel tank? Yes, there is a hatch
    a. If so, how many and where on the tank? 1 on top of the tank
    b. What size are the openings/manways? (Approximately) 30" x 30"
13. Are the concrete tanks underground vaults? No
14. How many openings are there on the concrete tanks? (openings for ventilation and entry into the tank) 1 on top of each of the tanks
15. What size are the openings? (Approximately) 24" x 48"
16. Is there ladder access to the bottom of the concrete tanks? Yes
17. Will all of the tanks be drained/empty prior to cleaning, or will the contractor be responsible for that? The tanks will remain in service; they will not be drained.
18. Who is responsible for disposal of wash water and sediment/scale removed from the tank bottoms? The city will dispose of the sediment.
19. Do the walls need to be washed also? No
20. Is the Cedarhome tank a water tower? Yes, the Cedarhome tank is an Elevated tank.
    a. If so, is there a working platform at the top? Yes
21. How many access points/openings are there on the Cedarhome tank – there is one hatch is 2.5' x 2.5'

Please submit signed addendum No. 2 with your quote.

Janet Hughes, President 3/12/18

Name Title Date

ATTACHMENT C

LIMITED PUBLIC WORKS CONTRACT (Under $35,000)

THIS LIMITED PUBLIC WORKS CONTRACT ("Contract") is made and entered into on the **22nd day of March, 2018** by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Inland Potable Services, Inc., a Colorado ("Contractor") Corporation licensed to do business in Washington State.

WHEREAS, water tank cleaning and inspection of the City's 5 reservoirs are needed; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Water Tank Cleaning and Inspection of 5 Reservoirs ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than May 30, 2018.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

A. ☐ Plans and Contract Drawings.

B. ☒ Scope of Work.

C. ☒ Proposal/Bid Submittal (attached).

D. ☒ 2016 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

E. ☐ WSDOT Amendments to the Standard Specifications (referenced but not attached)

F. ☐ 2010 APWA Supplement General Special Provisions (referenced but not attached).

G. ☒ Addenda 1 and 2

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

A. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

B. Contract has been signed and fully executed by the parties.

C. The Contractor has provided the City with the certificates of insurance required under Section 22.

D. The Contractor has obtained a City of Stanwood Business License.

E. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. Total Contract Sum for Project. Excluding approved change orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **$8,362.51 (eight thousand, three hundred and sixty-two dollars and fifty-one cents)** (quote $7,665.00 plus 9.1% tax $697.51**)** in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. Payments for Alterations and/or Additions. Requests for change orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. Final Payment. As a Limited Public Works project under $35,000, the City shall not require a payment and performance bond if requested by Contractor and the City shall not withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance or until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.

2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

H. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Stanwood Business License prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of

all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, 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 Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the

provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. **Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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**.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO

form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $3,000,000 each occurrence, $3,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. **Public Entity Full Availability of Contractor Limits**

If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor 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 Contractor.

F. **Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract,. upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. **Contractor's Insurance for Other Losses**.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor 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 Contractor from the City.

23. <u>Assignment and Subcontractors</u>.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or

organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

24. **Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract 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.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract 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 Contract, covenant or condition of this Contract, 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 Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the **Kevin Hushagen, PW Director** and shall be administered for the Contractor by the Contractor's Contract Representative **Janet Hughes, President.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:	To Contractor:
Kevin Hushagen, Public Works Director City of Stanwood 10220 270th Street NW Stanwood, WA 98292 360-629-9782	Janet Hughes, President Inland Potable Services, Inc. 16297 E. Crestline Lane Centennial, Colorado 80015 303-400-4220

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

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

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract 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 Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

CITY OF STANWOOD	**INLAND POTABLE WATER SERVICES, INC.**
By_____	By _____
Leonard Kelley, Mayor	
Approved as to form:	Attest:
_____	_____
Grant K. Weed, City Attorney	David A. Hammond, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

_____	_____
City	Contractor

ATTACHMENTS:
A: Proposal