

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, September 10, 2020



AGENDA CITY COUNCIL REGULAR MEETING

Thursday, September 10, 2020 – 7:00 p.m.

This meeting will be conducted by telephone and online, connection information will be posted on City Website—<https://www.stanwoodwa.org>

Stanwood City Hall
10220 270th St. NW, Stanwood, WA 98292

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS –**
ANYONE WISHING TO PROVIDE WRITTEN PUBLIC COMMENT, MUST PRE-REGISTER BY 9:00 A.M. THE DAY OF THE MEETING, BY CALLING 360-454-5213, OR BY CLICKING ON THIS LINK- [HTTPS://STANWOODWA.ORG/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61](https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61)
- 5. COMMITTEE REPORTS**
 - a. Parks and Trails Advisory Committee Meeting Minutes – June 15, 2020 **5-1**
- 6. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **6-1**
 - b. Approve August 13, 2020 Regular Meeting Minutes **6-8**
 - c. Approve August 13, 2020 Special Workshop Meeting Minutes **6-13**
 - d. WSDOT Trail Lease – Stanwood Port Susan Trail Berm Section **6-16**
- 7. OLD BUSINESS**
 - a. Heritage Park – Contractor Bid Award **7-1**
 - b. Councilmember Vacancy **7-21**
 - i. Candidate Interviews
 - ii. Executive Session to Evaluate the Qualifications of a Candidate for Appointment to Elective Office RCW 42.30.110 (h)
 - iii. Councilmember Appointment
- 8. NEW BUSINESS**

None
- 9. CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT 3-26-2020 MEETING**
- 10. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 11. ADJOURN**

Upcoming Meetings:

September 24, 2020 Regular Meeting
October 08, 2020 Special Workshop Meeting
October 08, 2020 Regular Meeting
October 22, 2020 Regular Meeting



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5a

DATE: September 10, 2020

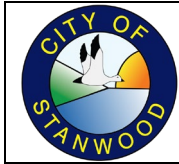
SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Manager

ATTACHMENTS: A – June 15, 2020 Meeting Minutes

SUMMARY STATEMENT

Minutes from the June 15, 2020 Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented



Parks and Trails Advisory Committee Meeting Minutes June 15, 2020

Zoom meeting – virtual attendance

Call to Order & Roll Call: 2:30pm

Present:

Gordon Bell
Rick Hawkins

Gordy Holmes
Lisa Bruce

Staff:

Carly Ruacho
Krista Hintz

Patricia Love

Absent:

Dave Hall
Matt Withers

David Moynahan

Also known to be present:

Deb Bell, FoSPAT

Approval of May 4, 2020 Minutes:

A motion to approve the minutes of the May 4, 2020 meeting was made by Gordon Bell and seconded by Gordy Holmes. The motion passed unanimously.

Church Creek Park Base Map – After a walk-through last summer, key areas were identified for a project list: Fixing the play area, improving the ball field area, creating a trail system to the creek, adding signage, creating visibility, restoration of the flagpole area. Money was placed into the budget to take have Jim Brennan create a conceptual base map for the Master Plan refresh. Jim Brennan will be at Church Creek Park June 17th to walk through the property. Gordon Bell, Gordy Holmes, Rick Hawkins, and Carly Ruacho will meet Jim Brennan at Church Creek Park at 245pm.

City Council approved the contract for the Church Creek playground install. The scheduled installation is August 17, 2020 and will be a 1-2 day install. The color scheme is a woodsy palette: metallic silver, limon, leaf, and acorn.

Church Creek Basketball Court

In response to an email from Gordy Holmes regarding some basic maintenance of the courts, Carly will speak with Public Works about options for cleaning up the basketball court; pressure washing, painting, restriping. There was additional conversation about community involvement for refreshing the courts and helping with other various projects.

Pickleball Court Follow-up/Church Creek Park CIP

The pickleball court project has been moved to the six year Capital Improvement Projects list.

2021- \$20,000 for tree trimming

2021- \$100,000 for pickleball court

2022- \$5,000 for flagpole planting area

2023- \$100,000 frontage improvements along 72nd Ave NW- sidewalk or path for pedestrian access

2023- \$10,000 trails and signage

2024- \$25,000 ballfield restoration design

2024- \$20,000 picnic shelter restoration

2025- \$100,000 ballfield

Priorities- Ballfields and trails



Parks and Trails Advisory Committee Meeting Minutes June 15, 2020

Donation Program

Looking for committee's support to adopt the donation program. The program language is still being worked out, as are the logistics of who will ultimately own the program.

Motion to move forward- Rick Hawkins. Second by Gordon Bell. Passed unanimously. The program will be reviewed by the city attorney prior to going to City Council

Parks Implementation Plan

Carly said she needs a better understanding of how tasks and roles will be divided up between departments. How many staff members do we need? How much staff is needed to maintain the parks? What level of service? Level of maintenance? Mission/Vision/Values will need to be specified.

Gordon Bell- The priority should be a Parks Department. Why are we paying an outside agency to design parks when this should be done by a Parks Director and staff already on payroll.

Parks Standards, Staffing Standards, and National Standards need to be identified to show the need for the city to form a Parks Department.

Updates

Church Creek Park Playground Equipment – Install date- August 17th.
Public Works will do site cleanup prior to August 17.

Hamilton Park- Brennan's group is finishing the 100% design plan.
Core permit- Close to getting the IS4 permit for the pump.
Permitting issues with property owners that the city is working through.

Heritage Park – Ballfield design is completed. Waiting on irrigation design to be completed. Waiting on engineering documents and confirmation that we will be receiving awarded funds from Snohomish County.

Stanwood/Port Susan Trail -Kickoff meeting with consultant group June 18 to talk about moving forward. Technical studies will happen first-Survey work, Wetland study, Geo study. Best alignment for trail will be set and design will begin.

Next Meeting

Carly out of office 7/17 to 7/27 --- Unless something pressing comes up that needs addressing in July, the next meeting will be held in August.

Adjourn – 4:40 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: September 10, 2020

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank electronic funds transfers and Washington Federal Bank voucher checks 32887 through 32977 in the amount of \$831,032.15. Approve issuance of Washington Federal Bank electronic payroll funds transfers and Washington Federal Bank payroll checks 1746 through 1754 in the amount of \$286,842.81.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFER AND WASHINGTON FEDERAL BANK VOUCHER CHECKS 32887 THROUGH 32977 IN THE AMOUNT OF \$831,032.15. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL FUNDS TRANSFERS AND WASHINGTON FEDERAL BANK PAYROLL CHECKS 1746 THROUGH 1754 IN THE AMOUNT OF \$286,842.81.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

08/05/2020 To: 08/24/2020

Time: 08:47:33 Date: 08/24/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3790	08/07/2020	Payroll	3	EFT		3,682.33	July 2020 Payroll
3791	08/07/2020	Payroll	3	EFT		2,218.80	July 2020 Payroll
3792	08/07/2020	Payroll	3	EFT		1,955.12	July 2020 Payroll
3793	08/07/2020	Payroll	3	EFT		644.16	July 2020 Payroll
3794	08/07/2020	Payroll	3	EFT		3,885.55	July 2020 Payroll
3795	08/07/2020	Payroll	3	EFT		5,641.07	July 2020 Payroll
3796	08/07/2020	Payroll	3	EFT		3,761.84	July 2020 Payroll
3797	08/07/2020	Payroll	3	EFT		1,840.84	July 2020 Payroll
3798	08/07/2020	Payroll	3	EFT		2,068.01	July 2020 Payroll
3799	08/07/2020	Payroll	3	EFT		5,129.38	July 2020 Payroll
3800	08/07/2020	Payroll	3	EFT		2,176.01	July 2020 Payroll
3801	08/07/2020	Payroll	3	EFT		2,657.91	July 2020 Payroll
3802	08/07/2020	Payroll	3	EFT		2,979.31	July 2020 Payroll
3803	08/07/2020	Payroll	3	EFT		6,310.71	July 2020 Payroll
3804	08/07/2020	Payroll	3	EFT		5,771.78	July 2020 Payroll
3805	08/07/2020	Payroll	3	EFT		390.97	July 2020 Payroll
3806	08/07/2020	Payroll	3	EFT		2,085.47	July 2020 Payroll
3807	08/07/2020	Payroll	3	EFT		4,308.73	July 2020 Payroll
3808	08/07/2020	Payroll	3	EFT		87.67	July 2020 Payroll
3809	08/07/2020	Payroll	3	EFT		5,583.80	July 2020 Payroll
3810	08/07/2020	Payroll	3	EFT		4,233.63	July 2020 Payroll
3811	08/07/2020	Payroll	3	EFT		3,282.69	July 2020 Payroll
3812	08/07/2020	Payroll	3	EFT		1,657.16	July 2020 Payroll
3813	08/07/2020	Payroll	3	EFT		390.97	July 2020 Payroll
3814	08/07/2020	Payroll	3	EFT		2,963.41	July 2020 Payroll
3815	08/07/2020	Payroll	3	EFT		2,093.32	July 2020 Payroll
3816	08/07/2020	Payroll	3	EFT		390.97	July 2020 Payroll
3817	08/07/2020	Payroll	3	EFT		3,272.42	July 2020 Payroll
3818	08/07/2020	Payroll	3	EFT		1,408.18	July 2020 Payroll
3819	08/07/2020	Payroll	3	EFT		5,227.80	July 2020 Payroll
3820	08/07/2020	Payroll	3	EFT		2,110.07	July 2020 Payroll
3821	08/07/2020	Payroll	3	EFT		4,083.21	July 2020 Payroll
3822	08/07/2020	Payroll	3	EFT		390.97	July 2020 Payroll
3823	08/07/2020	Payroll	3	EFT		2,500.01	July 2020 Payroll
3824	08/07/2020	Payroll	3	EFT		3,823.35	July 2020 Payroll
3825	08/07/2020	Payroll	3	EFT		2,731.10	July 2020 Payroll
3826	08/07/2020	Payroll	3	EFT		2,411.96	July 2020 Payroll
3827	08/07/2020	Payroll	3	EFT		3,178.21	July 2020 Payroll
3828	08/07/2020	Payroll	3	EFT		390.97	July 2020 Payroll
3829	08/07/2020	Payroll	3	EFT		390.97	July 2020 Payroll
3836	08/07/2020	Payroll	3	EFT	HSA Bank	1,558.00	Pay Cycle(s) 08/07/2020 To 08/07/2020 - HSA Contributions ER; Pay Cycle(s) 08/07/2020 To 08/07/2020 - HSA Contr EE Over 55
3837	08/07/2020	Payroll	3	EFT	Internal Revenue Service (941)	49,844.34	941 Deposit for Pay Cycle(s) 08/07/2020 - 08/07/2020
3838	08/07/2020	Payroll	3	EFT	WA St Department Of Retirement Systems	40,569.69	Pay Cycle(s) 08/07/2020 To 08/07/2020 - PERS2; Pay Cycle(s) 08/07/2020 To 08/07/2020 - PERS 3; Pay Cycle(s) 08/07/2020 To 08/07/2020 - 457 - DRS (DCP)
3971	08/21/2020	Payroll	3	EFT		1,000.00	August 2020 Draw
3972	08/21/2020	Payroll	3	EFT		1,700.00	August 2020 Draw
3973	08/21/2020	Payroll	3	EFT		2,000.00	August 2020 Draw
3974	08/21/2020	Payroll	3	EFT		1,000.00	August 2020 Draw
3975	08/21/2020	Payroll	3	EFT		1,850.00	August 2020 Draw
3976	08/21/2020	Payroll	3	EFT		3,500.00	August 2020 Draw
3977	08/21/2020	Payroll	3	EFT		1,350.00	August 2020 Draw

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3978	08/21/2020	Payroll	3	EFT		1,600.00	August 2020 Draw
3979	08/21/2020	Payroll	3	EFT		1,000.00	August 2020 Draw
3980	08/21/2020	Payroll	3	EFT		2,000.00	August 2020 Draw
3981	08/21/2020	Payroll	3	EFT		2,000.00	August 2020 Draw
3982	08/21/2020	Payroll	3	EFT		800.00	August 2020 Draw
3983	08/21/2020	Payroll	3	EFT		1,000.00	August 2020 Draw
3984	08/21/2020	Payroll	3	EFT		2,000.00	August 2020 Draw
3985	08/21/2020	Payroll	3	EFT		2,000.00	August 2020 Draw
3986	08/21/2020	Payroll	3	EFT		1,600.00	August 2020 Draw
3987	08/21/2020	Payroll	3	EFT		500.00	August 2020 Draw
3988	08/21/2020	Payroll	3	EFT		3,450.00	August 2020 Draw
3989	08/21/2020	Payroll	3	EFT		1,500.00	August 2020 Draw
3990	08/21/2020	Payroll	3	EFT		1,000.00	August 2020 Draw
3839	08/07/2020	Payroll	3	1746	AFLAC	444.79	Pay Cycle(s) 08/07/2020 To 08/07/2020 - AFLAC, Pre-Tax; Pay Cycle(s) 08/07/2020 To 08/07/2020 - AFLAC, Post-Tax
3840	08/07/2020	Payroll	3	1747	AWC Employee Benefit Trust	12,725.94	Pay Cycle(s) 08/07/2020 To 08/07/2020 - AWC - Health First 250; Pay Cycle(s) 08/07/2020 To 08/07/2020 - AWC - Dental J; Pay Cycle(s) 08/07/2020 To 08/07/2020 - AWC - Vision; Pay Cycle(s) 08/07/2020 To;
3841	08/07/2020	Payroll	3	1748	Colonial Life Insurance	66.75	Pay Cycle(s) 08/07/2020 To 08/07/2020 - Colonial Life Ins
3842	08/07/2020	Payroll	3	1749	Hartford Retirement Plan Services	2,893.50	Pay Cycle(s) 08/07/2020 To 08/07/2020 - 457 - MassMutual (Hartford); Pay Cycle(s) 08/07/2020 To 08/07/2020 - Roth 457(b)(MassMutual)
3843	08/07/2020	Payroll	3	1750	ICMA Retirement Trust	2,523.11	Pay Cycle(s) 08/07/2020 To 08/07/2020 - 457 - ICMA
3844	08/07/2020	Payroll	3	1751	Navia Benefits	66.67	Pay Cycle(s) 08/07/2020 To 08/07/2020 - Medical FSA-S125; Pay Cycle(s) 08/07/2020 To 08/07/2020 - Navia Limited FSA
3845	08/07/2020	Payroll	3	1752	Western Conference of Teamsters Pension Trust	2,046.69	Pay Cycle(s) 08/07/2020 To 08/07/2020 - Teamsters Pension
3846	08/07/2020	Payroll	3	1753	Teamsters Union Local 231	1,341.00	Pay Cycle(s) 08/07/2020 To 08/07/2020 - Teamsters Dues
3847	08/07/2020	Payroll	3	1754	Washington Teamsters Welfare Trust	29,801.50	Pay Cycle(s) 08/07/2020 To 08/07/2020 - Teamsters Dental; Pay Cycle(s) 08/07/2020 To 08/07/2020 - Teamsters Medical
						154,023.07	001 General Fund
						19,335.66	101 Street Fund
						1,262.97	108 Transportation Sales Tax Fund
						36,788.51	401 Sewer Fund
						22,292.71	410 Drainage Fund
						53,139.89	421 Water Fund
						286,842.81	Payroll:
							286,842.81

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Time: 08:47:33 Date: 08/24/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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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 Wendy Dowhower Date: Aug 25, 2020
() Deputy Finance Director

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City Of Stanwood
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Time: 08:45:08 Date: 08/24/2020
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3866	08/05/2020	Claims	3	EFT	Xpress/Bill Pay	470.48	10290 Monthly Maintenance Fee JULY
3869	08/05/2020	Claims	3	32887	5 Star service Inc.	3,800.00	City Of Stanwood
3870	08/05/2020	Claims	3	32888	American Planning Assn	336.00	C. Ruacho #077978
3871	08/05/2020	Claims	3	32889	BMA court reporters	361.75	City Of Stanwood
3872	08/05/2020	Claims	3	32890	Bias Software	500.00	City Of Stanwood
3873	08/05/2020	Claims	3	32891	Gaylynn Brien	60.00	City Of Stanwood
3874	08/05/2020	Claims	3	32892	Leevaughn Bryant	5.00	City Of Stanwood
3875	08/05/2020	Claims	3	32893	CPC Materials, Inc	757.97	1025595
3876	08/05/2020	Claims	3	32894	Cascade Natural Gas Corp	121.43	953 540 0000 2; 931 607 9072 6; 839 440 0000 5; 127 540 0000 3; 498 440 0000 7; 022 201 7579 4
3877	08/05/2020	Claims	3	32895	Confluence Environmental Company, Inc	9,270.85	City Of Stanwood
3878	08/05/2020	Claims	3	32896	Daily Journal Of Commerce Inc	288.00	City Of Stanwood
3879	08/05/2020	Claims	3	32897	Databar Inc.	1,359.75	8952; 8952
3880	08/05/2020	Claims	3	32898	HB Jaeger	2,307.61	CITSTA
3881	08/05/2020	Claims	3	32899	Harmsen LLC	990.00	City Of Stanwood
3882	08/05/2020	Claims	3	32900	Debbra Moreno	5.00	City Of Stanwood
3883	08/05/2020	Claims	3	32901	Navia Benefits	50.00	City Of Stanwood
3884	08/05/2020	Claims	3	32902	Office Depot	407.76	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
3885	08/05/2020	Claims	3	32903	PRI Management Group	298.00	City Of Stanwood - PD; City Of Stanwood
3886	08/05/2020	Claims	3	32904	PUD Of Snohomish County *	2,999.84	202423729; 202982351; 200592889; 220923312
3887	08/05/2020	Claims	3	32905	Petty Cash/ Marcy Mathis -Custodian	17.95	City Of Stanwood
3888	08/05/2020	Claims	3	32906	Platt Electric Supply Inc	51.43	24127
3889	08/05/2020	Claims	3	32907	RH2 Engineering Inc	5,695.41	City Of Stanwood
3890	08/05/2020	Claims	3	32908	Jeffrey Ray	92.00	City Of Stanwood
3891	08/05/2020	Claims	3	32909	Refund - Eleanor Reed	24.71	Ref Candice Clyne Utility #1392 - Overpayment Of Final
3892	08/05/2020	Claims	3	32910	Ricoh USA, Inc.	808.25	1316669-3660140; 1316669-3660090
3893	08/05/2020	Claims	3	32911	Safeway	28.44	191483
3894	08/05/2020	Claims	3	32912	Seattle Pump & Equipment Co	429.16	108050
3895	08/05/2020	Claims	3	32913	Sno Co Public Works *	452.98	CR000024
3896	08/05/2020	Claims	3	32914	Sno Co Sheriffs Office *	152,121.75	SSH00001
3897	08/05/2020	Claims	3	32915	Stanwood Camano News	73.84	261981
3898	08/05/2020	Claims	3	32916	Stanwood Chamber Of Commerce	7,050.00	City Of Stanwood; City Of Stanwood; City Of Stanwood; City Of Stanwood
3899	08/05/2020	Claims	3	32917	TMG Services Inc	1,760.85	1920010
3900	08/05/2020	Claims	3	32918	Tacoma Pump & Drilling	7,830.75	City Of Stanwood
3901	08/05/2020	Claims	3	32919	Howard Tronsdal	5.00	City Of Stanwood
3902	08/05/2020	Claims	3	32920	USA Bluebook	698.77	478228; 478228
3903	08/05/2020	Claims	3	32921	Unum Life Insurance	88.40	0220603-036 2
3904	08/05/2020	Claims	3	32922	Verizon Wireless	914.30	372541731-00001
3905	08/05/2020	Claims	3	32923	WA St Dept of Ecology *	220,904.37	City Of Stanwood
3906	08/05/2020	Claims	3	32924	WSDOT- Cashier's Office	501.46	SW00152380 2
3907	08/05/2020	Claims	3	32925	Linda Walser	5.00	City Of Stanwood
3908	08/05/2020	Claims	3	32926	Ziply Fiber	1,831.06	City Of Stanwood; City Of Stanwood; 206-188-0411-053105-5; 360-629-4907-072497-5
3991	08/12/2020	Claims	3	32927	66Events LLC	1,500.00	City Of Stanwood
3992	08/12/2020	Claims	3	32928	Advanced Automotive LLC *	2,669.95	City Of Stanwood
3993	08/12/2020	Claims	3	32929	BHC Consultants, LLC	19,145.48	City Of Stanwood
3994	08/12/2020	Claims	3	32930	Ivars & Anita Berzins	163.19	08 2310 10 - 27818 69TH AVE NW

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3995	08/12/2020	Claims	3	32931	Cascade Natural Gas Corp	15.59	608 440 0000 4
3996	08/12/2020	Claims	3	32932	Edge Analytical Inc	200.00	STA01; STA01; STA01
3997	08/12/2020	Claims	3	32933	Evergreen Safety Council	904.63	City Of Stanwood
3998	08/12/2020	Claims	3	32934	Harmsen LLC	990.00	City Of Stanwood
3999	08/12/2020	Claims	3	32935	Herc Equipment Rental Corp.	2,281.18	1024925
4000	08/12/2020	Claims	3	32936	Office Depot	209.02	36274097; 36274097; 36274097; 36274097
4001	08/12/2020	Claims	3	32937	PUD Of Snohomish County *	8,582.19	200128742; 200240505; 221854284; 221854284; 200367373; 200633634; 221041510; 200142180; 202727285; 202694204; 202670675; 202579512; 202882056
4002	08/12/2020	Claims	3	32938	Puget Tech LLC	2,784.00	City Of Stanwood
4003	08/12/2020	Claims	3	32939	RH2 Engineering Inc	294.69	City Of Stanwood
4004	08/12/2020	Claims	3	32940	Ricoh USA, Inc.	750.63	1316669-3659652; 1316669-3660143; 1316669-3660142
4005	08/12/2020	Claims	3	32941	Rodda Paint	976.50	631460
4006	08/12/2020	Claims	3	32942	Seattle Pump & Equipment Co	856.36	108050
4007	08/12/2020	Claims	3	32943	Shred-it US JV LLC	41.91	14668765
4008	08/12/2020	Claims	3	32944	Sno Co District Court	1,332.59	DCT34003
4009	08/12/2020	Claims	3	32945	Sno Co Prosecuting Attorney *	2,512.29	City Of Stanwood
4010	08/12/2020	Claims	3	32946	Sno Co Sheriffs Office *	152,121.75	SSH00001
4011	08/12/2020	Claims	3	32947	Snohomish County 911	8,001.44	City Of Stanwood
4012	08/12/2020	Claims	3	32948	Snohomish County Public Def Association	4,027.37	City Of Stanwood; City Of Stanwood
4013	08/12/2020	Claims	3	32949	Stanwood City Utility	65.08	1241
4014	08/12/2020	Claims	3	32950	Stilly Auto Parts Napa	185.59	27197
4015	08/12/2020	Claims	3	32951	T-Bailey, Inc	58,820.90	City Of Stanwood
4016	08/12/2020	Claims	3	32952	UPS Store #4798	2,885.62	City Of Stanwood; City Of Stanwood
4017	08/12/2020	Claims	3	32953	USA Bluebook	624.97	478228
4018	08/12/2020	Claims	3	32954	Utilities Underground Loc	119.97	134200
4019	08/12/2020	Claims	3	32955	Washington Tractor Inc.	213.15	111096
4020	08/12/2020	Claims	3	32956	Waste Management Skagit	154.18	8-34465-95001
4021	08/12/2020	Claims	3	32957	Weed, Graafstra & Associates, Inc., P.S	26,891.50	3868-0000M; 3868-0000M
4092	08/19/2020	Claims	3	32958	5 Star service Inc.	3,800.00	City Of Stanwood
4093	08/19/2020	Claims	3	32959	APP- Associated Petroleum Products	2,611.42	04-0100494
4094	08/19/2020	Claims	3	32960	Ace Hardware	198.61	20013
4095	08/19/2020	Claims	3	32961	Badger Meter Inc	141.05	460708
4096	08/19/2020	Claims	3	32962	The Blueline Group	44,891.00	City Of Stanwood
4097	08/19/2020	Claims	3	32963	Cascade Septic, LLC	140.00	City Of Stanwood
4098	08/19/2020	Claims	3	32964	Code Publishing Company Inc	475.00	City Of Stanwood
4099	08/19/2020	Claims	3	32965	Edge Analytical Inc	26.00	STA01
4100	08/19/2020	Claims	3	32966	Forest Land Services Inc	761.21	City Of Stanwood
4101	08/19/2020	Claims	3	32967	KPG	25,598.80	City Of Stanwood
4102	08/19/2020	Claims	3	32968	Office Depot	397.51	36274097; 36274097; 36274097; 36274097
4103	08/19/2020	Claims	3	32969	PUD Of Snohomish County *	243.89	201942398; 200103539
4104	08/19/2020	Claims	3	32970	Pace Engineers, Inc	12,235.75	City Of Stanwood
4105	08/19/2020	Claims	3	32971	Refund - Eleanor Reed	10.00	Ref. Eleanor Reed Late Renewal Of CPL
4106	08/19/2020	Claims	3	32972	Refund - Spencer Stump	34.76	Refund Spencer Stump Utility #2312 - Overpayment Of Final Water Bill
4107	08/19/2020	Claims	3	32973	Sno Co Information Services *	9,150.43	DIS1107
4108	08/19/2020	Claims	3	32974	Stanwood Auto Parts	16.99	56100

CHECK REGISTER

City Of Stanwood

Time: 08:45:08 Date: 08/24/2020

MCAG #: 0695

08/05/2020 To: 08/24/2020

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4109	08/19/2020	Claims	3	32975	Stanwood City Utility	3,932.81	1075; 2749; 2965; 2688; 2964; 2886; 3184; 2741; 3439; 2732;
4110	08/19/2020	Claims	3	32976	Wave Broadband	122.25	3201-0316547-01
4111	08/19/2020	Claims	3	32977	Ziply Fiber	147.63	360-939-0579-080320-5
001 General Fund						373,169.16	
101 Street Fund						9,899.93	
103 Street Construction Fund						26,462.01	
104 Park And Trail Improvement Fund						9,314.53	
108 Transportation Sales Tax Fund						36.52	
115 Tourism And Promotion DSC						14,147.48	
401 Sewer Fund						232,865.20	
403 Sewer Construction Fund						19,145.48	
410 Drainage Fund						3,864.89	
411 Drainage Construction Fund						57,414.75	
421 Water Fund						18,017.55	
422 Water Construction Fund						66,691.65	
630 Agency Fund						3.00	
							Claims: 831,032.15
* Transaction Has Mixed Revenue And Expense Accounts						831,032.15	

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 Wendy Dowhower Date: Aug 25, 2020
() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b
DATE: September 10, 2020
SUBJECT: City Council August 13, 2020 Regular Meeting Minutes
CONTACT PERSON: Jennifer Ferguson, City Administrator/City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the August 13, 2020 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE AUGUST 13, 2020 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, August 13, 2020 – 7:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Call to Order

Mayor Elizabeth Callaghan called the meeting to order at 7:00 p.m.

2. Roll Call

Deputy Clerk Sara Robinson called the roll with the following Councilmembers present: Rob Johnson, Diane White, Timothy Pearce, Steve Shepro, Sid Roberts and Judy Williams. The meeting was quorate.

Also present: Public Works Director Kevin Hushagen, Assistant Public Works Director/City Engineer Shawn Smith, Interim Finance Director Wendy Dowhower, Community Development Director Patricia Love, Attorney Brett Vinson, Fire Chief John Cermak, Police Chief Rob Martin, City Administrator Jennifer Ferguson and Deputy Clerk Sara Robinson.

3. Approval of the Agenda

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

4. Presentation

- a. Snohomish County Health District Update

Regina Gray, Environmental Health Director with Snohomish County Health District, presented the Health District update. She gave an overview of the power point presentation that was included in the council packets which gave a quick update about the Covid-19 pandemic for Snohomish County and highlights of other services the Health District provides.

5. Citizen Comments - Removed via motion at 3-26-2020 Meeting

6. Staff Reports

- a. Police Compstat – July, 2020
- b. North County Fire and EMS Second Quarter Report

7. Committee Reports

- a. Planning Commission Meeting Minutes – July 13, 2020

Stanwood City Council Meeting Minutes – August 13, 2020

- b. Economic Development Board Meeting Minutes – June 19, 2020
- c. Finance Committee Meeting Minutes – July 23, 2020
- d. Public Safety Committee Meeting Minutes – July 23, 2020

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve July 23, 2020 City Council Meeting Minutes
- c. 276th Overlay – TIB Project Final Acceptance
- d. Well Decommissioning – Project Final Acceptance

Motion by Councilmember White, Second by Councilmember Roberts, to approve the Consent Agenda items a thru d. Motion carried unanimously.

9. Old Business

- a. Councilmember Vacancy Discussion
 - A. Applicant Interview Process
 - B. Council Committee(s)

Mayor Callaghan and City Administrator, Jennifer Ferguson opened up a discussion about how the process for filling the councilmember vacancy should go at the September 10, 2020 Council Meeting. Since the meeting will be held virtually, Ferguson asked that all councilmembers submit 2-3 questions. The questions will be narrowed down and sent to council and the candidates prior to the meeting to make it fair for all involved. The candidates will have up to 5 minutes to speak. After all of the preset questions are answered council may ask follow up questions. Council will go into an Executive Session to discuss and evaluate the candidates, then a run-off vote will be conducted similar to the recent Mayor selection. Then a new Councilmember will be appointed.

Mayor Callaghan and City Administrator, Jennifer Ferguson opened up a discussion about how to fill the Council Committee(s) vacancies. Council decided that the person named as the new councilmember will fill the open vacancies.

- b. Irvine Slough – Contractor Bid Award

Public Works Director, Kevin Hushagen presented the request to authorize the Mayor to sign a contract with Interwest Construction, Inc. (ICI) for the Irvine Slough Stormwater Separation (IS4) Phase 1 Project. 6 bids were received and the apparent low bidder was ICI. The project includes work at the Irvine Slough pump station to allow for drainage to be pumped separately from floodwater, the installation of an additional pump and controls and piping from near the Cookie Mill Restaurant into Irvine Slough. The project will be paid for by the \$1,000,000 that the City received from the Department of Ecology's Floodplains by Design program.

Stanwood City Council Meeting Minutes – August 13, 2020

Motion by Councilmember Johnson, Second by Councilmember Roberts, to authorize the Mayor to sign a contract with Interwest Construction Inc. for the Irvine Slough Stormwater Separation Project not to exceed \$921,000. Motion carried unanimously.

10. New Business

a. Resolution 2020-10 Pilot Parklet Program

City Administrator, Jennifer Ferguson presented Resolution 2020-10, Pilot Parklet Program. This program will allow businesses in the historic east and west end business districts to reclaim a portion of the on-street parking for public or private seating areas for the purpose of stimulating economic recovery due to COVID-19.

As a business retention and economic recovery tool for local businesses, the City of Stanwood is initiating a pilot project temporarily allowing businesses to extend their store fronts out into the adjacent public parking spaces in the east and west end business districts to create Parklets. The spaces will be public or private seating platforms that convert curbside parking spaces into vibrant community spaces such as café seating, open seating areas, art space or other public amenities.

There is a high need to support local businesses at this time, staff is proposing that if there is CARES Act funding still available or future assistance, some of those dollars could be used as part of the local business grant program to implement a Parklet. The cost to build a Parklet range between \$10,000 to \$15,000; a small grant of \$2,000 to \$3,500 could be used to help kick-start the program.

The draft Parklet Program was reviewed and received unanimous support by the Economic Development Board on May 29, 2020, the Planning Commission on June 8, 2020, the Community Development Committee on June 11, 2020 and was presented at the Stanwood Chamber of Commerce general meeting on July 16, 2020.

Motion by Councilmember White, Second by Councilmember Williams, to authorize the Mayor to sign Resolution 2020-10 implementing the Pilot Parklet Program, a Main Street Economic Initiative. Motion carried unanimously.

11. Citizen Closing Comments – Removed via motion at the 3-26-2020 Meeting

12. Reports of Officers and Committees

a. Mayor's Report –

Mayor Callaghan reported that she attended the Community Transit Board meeting last week. There was a very nice tribute to Leonard Kelley that lasted about 30 minutes. Every single person sang his praises. He did a great job and it is going to be a big job to fill his shoes. Mayor wanted to say thank you to the staff at City Hall for their warm welcome. Everyone has been very accommodating and helpful.

b. City Administrator's Report-

Stanwood City Council Meeting Minutes – August 13, 2020

City Administrator, Jennifer Ferguson wanted to remind everyone that there are vacancies on the Planning commission and Economic Development Board. The deadline for applying is August 31. Interested persons can apply on the City Website.

We will be bringing public comment back to the city council meetings via written comment starting September 10. Anyone wishing to provide written comment must pre-register by 9:00 am the day of the meeting on the City Website. All comments will be forwarded to the city council. At the meeting, the City Clerk will read the commenter's name and topic. The full comment will be entered into the record by being added to the approved meeting minutes.

The new City Human Resource Manager, Pat Adams will join the staff on September 8. Her first priorities will include filling the empty positions.

Jennifer asked the Directors from each department to give a department soundbite.

Director of Public Works, Kevin Hushagen went first. Instead of talking about the projects he wanted to give a shout out to the Staff and Public Works Crew. They do a lot of work around the city including parks, streets, water and wastewater. Great job!

Jennifer spoke on behalf of Patricia Love, Community Development Director. A lot of progress has happened with City Parks. Heritage Park is out to bid. The old playground equipment at Church Creek Park has been removed and the new is to be installed next week. Hamilton Park is currently in the design phase. There are no further issues which means no further soil cleanup is required.

Jennifer spoke for the Finance Department & Information Services. The 2019 Audit will be done mid-September and will be done virtually. We have no concerns. The audit will be financial and accountability.

Staff has been working on automating services to improve customer service levels. We have a program where customers can use a portal to apply and pay for permits online. There is a lot of automation coming. Staff always looks to raise the bar high.

c. Councilmember Reports and Questions-

Councilmember Shepro commented that Mayor Callaghan did a good job on her first Council meeting. Steve asked about a page in section 8-2 which showed checks being paid to businesses for either \$7,500 or \$3,750. These checks are CARES Act funds that were granted to these businesses. He would like to congratulate them.

Councilmember Roberts appreciates the City of Stanwood's concern for all of the small businesses. Staff has really pulled together to do all they can to help the businesses. It's been a lot of work and paperwork and it is appreciated.

11. Adjourn

Mayor Callaghan adjourned the meeting at 8:00 pm.

CITY OF STANWOOD

ATTEST:

Elizabeth Callaghan, Mayor

Jennifer Ferguson, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6c

DATE: September 10, 2020

SUBJECT: City Council August 13, 2020 Special Workshop Meeting Minutes

CONTACT PERSON: Jennifer Ferguson, City Administrator/City Clerk

ATTACHMENTS: A – Council Special Workshop Meeting Minutes

SUMMARY STATEMENT

Minutes of the August 13, 2020 City Council Special Meeting Workshop are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE AUGUST 13, 2020 COUNCIL SPECIAL MEETING WORKSHOP AS PRESENTED.

CITY OF STANWOOD
City Council Special Workshop Meeting
Thursday, August 13, 2020 – 5:30 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Welcome

Mayor Elizabeth Callaghan called the meeting to order at 5:30 p.m.

Deputy Clerk Sara Robinson called the roll with the following Councilmembers present: Rob Johnson, Diane White, Timothy Pearce, Steve Shepro, Sid Roberts and Judy Williams. The meeting was quorate.

Also present: Public Works Director Kevin Hushagen, Interim Finance Director Wendy Dowhower, Fire Chief John Cermak, Police Chief Rob Martin, City Administrator Jennifer Ferguson and Deputy Clerk Sara Robinson.

2. 2021-2022 Biennial Budget – Community Priority and Goals

The purpose for this council workshop is to discuss 2021-2022 Budget Priorities and Goals. Mayor Elizabeth Callaghan and City Administrator, Jennifer Ferguson opened up the meeting for discussion asking what the Council priorities for the upcoming budget are. A whiteboard was used and a lot of great ideas were mentioned. The whiteboard will be attached to this page.

All of the ideas that were discussed will be reviewed by the Mayor and Jennifer. They will revamp and redo the priorities while connecting the goals to action items.

3. Adjourn

Mayor Elizabeth Callaghan adjourned the meeting at 6:36 pm.

CITY OF STANWOOD

ATTEST:

Elizabeth Callaghan, Mayor

Jennifer Ferguson, City Clerk

City Council Workshop - Budget 2021-2022 Priorities

Transportation

SR 532 Intersections - WSDOT Partnership

City Corridors - 80th, 68th, Pioneer Hwy, 276/80th Intersections - Safety &

Pedestrian supported

Affordable - low cost options

Parks and Recreation

Connectivity

Affordable - seek grants; park benefit district?

Improve Existing parks - usable features

Recreation Program development XXXXX

Economic Development

Biz Recruitment - lodging

Sustainable tax base

Broadband -Access for all - Regional partnership w/Island Co XXXX

Public Engagement

Alternative Meeting Formats - Listening Cafes on important topics - traffic

Under promise/ over deliver :)

Multi-faceted ways of communicating

Council interactions using forms of social media



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6d

DATE: September 10, 2020

SUBJECT: SR 532 Berm / Trail Lease Agreement with WSDOT

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A) WSDOT Lease Agreement

ISSUE

The issue for council consideration is whether or not to authorize the Mayor to sign a lease agreement with WSDOT for the SR 532 Berm / Trail project.

RECOMMENDATION

Authorize the Mayor to sign the lease agreement with WSDOT for the SR 532 Berm / Trail project.

SUMMARY STATEMENT

In May of 2016 the City initiated a conversation with WSDOT about obtaining a trail lease to construct a permanent flood control berm and the first phase of the Stanwood Port Susan Trail along the south side of SR532 between 92nd Avenue NW and 88th Avenue NW. WSDOT supported the request as the flood control berm improves motorist safety along SR 532 by eliminating the need to install temporary berms along the highway during flooding events. Construction of the berm started this past spring with WSDOT's approval. The final lease agreement has been prepared and is ready for signature by both the City and WSDOT.

BACKGROUND

The SR 532 flood control berm was designed to reduce flooding in Stanwood's historic business district, to improve motorist safety, and provide a safe walking path on the south side of SR 532. Prior to construction of the berm, during major flooding events the City would construct a temporary berm along the south side of SR 532 adjacent to the improved right-of-way. Every time there was a major flood event, this temporary berm was constructed and removed. The picture below shows how the temporary berm protects SR 532 from becoming inundated with rising flood waters. If flood waters were to impact SR 532, then traffic would no longer be able to utilize SR 532 until the flood waters dissipated.



As with most WSDOT lease agreements, the agreement is heavily worded in WSDOT's favor and as noted by our City Attorney, "there is rarely any motivation or interest by WSDOT to negotiate or change terms". However, it is still in the City's best interest to sign the lease agreement.

Below is a summary of terms and responsibilities:

Purpose and Term:

- Flood protection berm and trail between 92nd Avenue and 88th Avenue are the only permitted uses.
- Term of the lease is for 10 years with 2 – 10 year extensions for a total of 30 years. The must give written notice of intent to renew for additional 10 year periods not less than 90 calendar days nor more than 6 months before expiration of the agreement.
- City may not sublease the property or change the use without WSDOT approval.
- No charge lease agreement; flood protection for SR 532 sufficiently covers potential future costs.
- Project must be completed within 12 months of the signed lease (currently under construction).

City Responsibilities:

- City must add signs at the entrances to the trail notifying the public that the trail is on WSDOT right-of-way within 30 days of occupancy.
- City must prepare and send construction asbuilts to WSDOT within 60 days of final construction.
- City must provide insurance coverage and send a copy of the insurance certificate within 10 days of signature on the lease.
- Trail must be open for public use within 60 days of projection completion; the City may not charge for use of the trail.
- City is responsible for all maintenance and repair costs, which could include any costs associated with a breach of the agreement.

- City is responsible for any haz-mat cleanup caused by city use, however the environmental language is very one-sided and can be read to include pre-existing conditions that the city had no ability to control. The berm will not cause any environmental impact, however if this becomes an issue, the City Attorney needs to be involved early on in the process.
- City is responsible for all taxes / assessments however there should not be any since the leased area is located within existing right-of-way.
- Outdoor recreation funds cannot be used on the property as RCO requires that projects funded with their money stay in park/open space use in perpetuity.

WSDOT Rights:

- WSDOT may require the city to relocate the trail at the City's sole cost; this could be expensive if we are required to relocate for any reason.
- City is responsible for trail closures for any WSDOT maintenance work on SR 532 (if needed).
- Lease can be terminated with 30 days' notice for any reason or no reason.
- Non-exclusive lease; WSDOT may allow utilities within the leased area (franchiser would be responsible for restoring site).
- WSDOT must approve all construction plans (completed).
- If the lease is terminated, WSDOT may request that the site be restored to its original condition at City expense.
- The indemnity provision in section 20 is broad and very one sided in WSDOT's favor.

FINANCIAL IMPACT

As noted above, this is a no cost lease that may be renewed for up to 30 years. The City must remain diligent to ensure that the renewal request are submitted timely to ensure continued use of the berm and trail. Due to the terms of the Agreement and while unlikely, the City needs to be cognizant that if WSDOT revokes the lease, the City may be responsible for removal and repair costs.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE SR 532 BERM AND PEDESTRAIN TRAIL LEASE AGREEMENT, ATTACHED AS EXHIBIT A, WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION.

Lease No.: TR-01-13691
I.C. No.: 01-31-14824
Parcel No.: 23073
Fed. Aid No.: F-532(...)
Project: SR 532, Stanwood to Lindstrom Road

TRAIL LEASE

THIS IS A TRAIL LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter WSDOT), and the CITY OF STANWOOD, a municipal corporation of the state of Washington, (hereinafter TENANT);

WHEREAS, the land and premises to be leased are not presently needed exclusively for highway purposes; and

WHEREAS, the TENANT desires to construct, operate, and maintain a flood berm and trail segment under this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan as an interim use until the land and premises to be leased are needed for a highway purpose; and

WHEREAS, the TENANT has obtained from WSDOT construction permit #GCB2950, dated the 23rd day of February, 2018, incorporated herein as if fully attached hereto, to construct a flood berm and shared use path along SR 532 between 92nd Avenue N.W. and 88th Avenue N.W.; and

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and, WSDOT deems it to be in the best public interest to enter into this Lease; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES.

A. WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises (Premises) located in Government Lot 4, Section 19, Township 32 North, Range 4 East, W.M. in the city of Stanwood, Snohomish County, and known to be a portion of the highway right of way of SR 532, Stanwood to Lindstrom Road, approved December 23, 1958, sheet 2 of 4 sheets, and as further shown hachured and cross-hachured on **Exhibit A**, attached hereto and by this reference incorporated herein.

B. The Premises is approximately 74,048 square feet, with two (2) distinct purposes, and identified as Parcel A and Parcel B. Each parcel is shown on **Exhibit A** and described in detail below.

(1) **Parcel A.** Parcel A is a flood berm the TENANT will be constructing, operating and maintaining to prevent rising flood water from inundating this section of SR 532 during periods of severe weather. Parcel A is an approximately 74,048 square foot portion of the SR 532 right-of-way, from the southern edge of asphalt to the southern boundary of the SR 532 right-of-way between 92nd Avenue N.W. to 88th Avenue N.W., as shown hachured on **Exhibit A**.

(2) **Parcel B.** As part of the TENANT's comprehensive trail plan, Parcel B is a Bicycle/Pedestrian Trail, shown cross-hachured on **Exhibit A**, that will enhance the multi-modal functionality of SR 532 by separating trail users from the motoring public due to construction of the trail on top of the Parcel A berm.

2. USE OF PREMISES.

A. No use other than construction, operation, and maintenance of a flood berm and a public pedestrian, bicycle, and other non-motorized vehicle trail under the control of TENANT is permitted without the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises. No motorized vehicles will be allowed on the Premises except for TENANT's maintenance vehicles and emergency vehicles responding to an emergency on the Premises. In using the Premises, TENANT shall comply with all statutes, policies, and regulations, including, but not limited to the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and maintenance of improvements located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT's prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the trail as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall:

(1) comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and

(2) secure all necessary permits and licenses for the uses of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or that sign further described herein, are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled roadway will be maintained by WSDOT. Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is damaged as a result of the activities authorized by this Lease, TENANT will promptly repair such damage at its cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of occupancy, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the Trail located on WSDOT right of way, stating as follows:

"This trail is located on highway right of way under an agreement between the city of Stanwood and the Washington State Department of Transportation."

E. WSDOT does not warrant that the unconstructed right of way is suitable for TENANT's purposes.

3. TERM. The term of this Lease is ten (10) years, COMMENCING RETROACTIVELY ON JANUARY 1, 2020 (Commencement Date).

4. RENEWAL. Upon expiration of the initial term, this Lease may be renewed by TENANT for two (2) additional ten (10) year periods, (Renewal Period), at the discretion of WSDOT; provided that, (A) TENANT is not in default and has not been in default during the term of this Lease; (B) the property is not needed for a priority transportation purpose, as determined by WSDOT; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing state policies or practices, laws, regulations, and contracts, or provided, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the Lease, or any extension thereof.

5. TERMINATION BY WSDOT.

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

- (1) immediately, upon the unauthorized assignment of this Lease by TENANT;

(2) upon not less than thirty (30) calendar days' prior written notice, for failure of TENANT to provide acceptable As-Built drawings to WSDOT within sixty (60) calendar days of the date of completion of the flood berm and trail construction; acceptability of the As-Built drawings shall be determined solely by WSDOT;

(3) upon not less than thirty (30) calendar days' prior written notice, if TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two (2) times within a six (6) month period. The third default shall be deemed "non-curable";

(4) upon not less than thirty (30) calendar days' prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Lease by WSDOT shall not operate as a release of TENANT's responsibilities for any prior or subsequent default;

(5) immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises;

(6) immediately, upon issuance of any court order, legislative action, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises;

(7) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(8) upon not less than thirty (30) calendar days' prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(9) upon not less than thirty (30) calendar days' prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) days;

(10) immediately, if a transportation emergency exists as solely determined by WSDOT; or

(11) upon not less than thirty (30) calendar days prior written notice, if TENANT (i) does not begin construction of the improvements, as described in **Section 2** "Use of Premises" herein (or as shown on **Exhibit "B"**, attached hereto and by this reference incorporated herein.) within sixty (60) calendar days from the Commencement Date of this Lease; (ii) does not complete the work within twelve (12) calendar months of the beginning of said construction, or (iii) fails to

open the trail to the public within sixty (60) calendar days of completing the trail construction. WSDOT and TENANT may mutually agree in writing to extend the periods provided under (i), (ii), and/or (iii) to accommodate unforeseen conditions out of the control of either party, such as, but not limited to, weather, availability of equipment, and availability of utilities.

B. WSDOT may terminate the Lease in part upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that a portion of the Premises may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole determination are reasonably consistent with TENANT's authorized use of the Premises.

C. It is hereby acknowledged and agreed that the highway use of the Premises is paramount to any other use, including TENANT's use for a flood berm and pedestrian, bicycle, and other non-motorized vehicle trail. If this Lease is terminated for highway construction or reconstruction, and WSDOT determines that it is necessary to relocate the trail system or acquire replacement land, TENANT hereby agrees to acquire any such necessary replacement lands promptly and at no cost to WSDOT, to reconstruct its facility at no cost to WSDOT on said replacement lands, and to indemnify and hold harmless WSDOT from any and all costs.

D. If TENANT fails to remove the trail and WSDOT determines that it is necessary to continue to maintain the trail in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said trail from TENANT's share of any Motor Vehicle Gas Tax Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of trail maintenance and operation.

E. TENANT agrees to pay all costs to barricade or to provide other interim safety measures, as directed by WSDOT, if closure of the trail becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the highway right of way.

6. TERMINATION BY TENANT. TENANT may terminate this Lease without penalty or further liability as follows:

A. upon not less than thirty (30) calendar days' prior written notice for any reason; provided that, TENANT removes all traces of the flood berm and trail prior to the date of termination;

B. upon not less than thirty (30) calendar days' prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or

C. immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

7. **CONSIDERATION.** In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration which is deemed to be a highway benefit. The consideration is: The separation of motor vehicle traffic from pedestrians and cyclists which will materially increase motor vehicle safety and increase highway efficiency. In addition, every time there is a major flood event in this area of SR 532, the city builds a temporary berm to keep the highway from becoming inundated with rising flood waters. While the temporary berm is being constructed and removed, motorist, pedestrians and bicyclists must navigate through water on the roadway, construction equipment and construction personnel. This flood berm and elevated trail will eliminate the repetitive construction of a temporary berm and improve highway safety.

8. **MAINTENANCE RESPONSIBILITIES.**

A. TENANT shall perform or cause to be performed at its sole expense all maintenance of the Premises that shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT. TENANT shall be responsible for weed control, and reconstruction and repair of any or all components of the flood berm and trail facility. In addition (if applicable), TENANT is responsible for the regular inspection and repair of structures as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Bridge Inspection standards (NBIS), EXCEPT any and all work that would require SR 532 closure.

B. TENANT agrees to own, operate and maintain, as further provided within, the flood berm constructed on Parcel A and associated features shown on **Exhibit B**. TENANT shall monitor Parcel A and maintain and repair any and all damages.

C. TENANT agrees that it is additionally responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to the WSDOT:

- (1) Security and law enforcement for the Leased Premises;
- (2) Graffiti removal upon all real and personal property (including all fixtures and attachments). TENANT shall in no way interfere with any highway operations or traffic flow on SR 532 when removing graffiti. Inspections shall be no less than once per month;
- (3) Litter control on an as needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspection;

(4) Sweeping of the Leased Premises on an as needed basis in accordance with adopted TENANT maintenance standards and practices; and

(5) Removing and disposing of unauthorized signs, banners, etc. from the Leased Premises.

D. TENANT warrants that any landscaping planted and maintained on the Leased Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the state's highway facility or operation, or adversely affect traffic safety.

E. If TENANT fails to maintain the trail as provided herein, the WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days written notice of such maintenance default, and TENANT agrees to reimburse the WSDOT for such maintenance costs within thirty (30) calendar days of receipt of a WSDOT invoice. If TENANT fails to pay such invoice, WSDOT is authorized to deduct and expend such costs, pursuant to RCW 47.24.050, from any monies TENANT is entitled to receive from the Motor Vehicle Fund until such costs are fully recovered.

9. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants, and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Lease, the term "Environmental Laws" means all federal, state, and local environmental laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions, authorizations, or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under such terms and conditions as may be specified by WSDOT. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and

regulations, and shall include gasoline and other petroleum products. In the event such permission is granted, the use and/or disposal of such materials must be done in a legal manner by TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT staff or independent third parties where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event that TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where those costs are determined to have resulted from TENANT's use of the Premises. TENANT further agrees that the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Lease, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil, or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify, and hold harmless WSDOT from and against any and all claims, causes of action, demands, and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property and which are caused by or result from TENANT's activities on the Premises. TENANT further agrees to retain, defend, indemnify, and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

F. WSDOT hereby agrees to indemnify and hold harmless TENANT from any costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of

WSDOT, its employees, contractors, and agents. WSDOT further agrees to retain and indemnify and hold harmless TENANT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.

G. The provisions of this Section shall survive the expiration or termination of this Lease.

10. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES.

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of chapter 19.122 RCW relating to underground facilities.

11. TAXES/ASSESSMENTS/UTILITIES. TENANT agrees to pay all assessments that benefit the Premises and/or which may hereafter become a lien on the interest of TENANT in accordance with RCW 79.44.010. TENANT agrees to pay all taxes that may hereafter be levied or imposed upon the interest of TENANT or by reason of this Lease. TENANT is responsible for and agrees to pay the cost for all utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Premises.

12. WSDOT'S APPROVAL OF DESIGN/CONSTRUCTION. TENANT covenants that any construction on the Premises, including construction of the flood berm, will not damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or its operation. WSDOT shall be furnished with one (1) complete set of plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, including work for construction of the berm, and no work, including for the construction of the flood berm, shall be done without prior written approval of such plans by WSDOT. All

construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure compliance with the plans and specifications, protection of all parts and elements of the highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the highway facility for the purposes of inspection, maintenance, and construction, when necessary.

13. LIMITATIONS. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or accept designs, plans specifications, work plans, construction, equipment, installation; (a) exist solely for the benefit and protection of WSDOT; (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed; (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements; and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal, or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

14. NON-COMPLETION OF CONSTRUCTION. TENANT shall obtain WSDOT's approval of construction drawings, complete construction of the project according to the approved plans, and open the trail to the public within twelve (12) months of the effective date of this Lease.

15. "AS BUILT" PLANS. Within sixty (60) days of the date the flood berm and trail construction is completed, TENANT shall provide WSDOT with a complete set of dimensioned "As-Built" scale drawings showing at least the information following: (a) trail centerline; (b) ties to beginning and end of trail; (c) underground utilities; and (d) such other information as WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by WSDOT. In the event TENANT fails to provide such plans within the prescribed time period, TENANT hereby agrees that WSDOT shall have the right, at its option, to contract with a consultant in order to secure such plans and TENANT agrees to reimburse WSDOT for all costs incurred in obtaining said plans within thirty (30) calendar days of the date of WSDOT's invoice.

16. LIENS.

A. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, maintenance, or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

B. In the event a lien is filed upon the Premises, TENANT shall: (a) record a valid Release of Lien; (b) deposit sufficient cash with WSDOT to cover the amount of the claim on the

lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or (c) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish Section B.(a), (b), or (c) above within fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default per **Section 5.A.(4)**.

17. ENCUMBRANCES. It is expressly understood that TENANT shall not encumber the Premises.

18. WSDOT'S RIGHT OF ENTRY/INSPECTION. WSDOT, for itself, its agents, and contractors and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by TENANT. WSDOT and FHWA may from time-to-time go upon the Premises for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

19. INSURANCE.

A. At its sole expense, TENANT shall secure and maintain in effect a policy providing public liability insurance issued by an insurer licensed to conduct business in the state of Washington. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from TENANT's use of the Premises, which is the subject of this Lease. The insurance policy required by this Section shall provide coverage of no less than Two Million and no/100 Dollars (\$2,000,000.00) bodily injury and property damage or combined single limit of liability per occurrence, with a general aggregate limit of no less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period. Such aggregate limits shall apply for this Premises location, and coverage under said policy shall be triggered on an "occurrence basis," not on a "claims made" basis.

B. The coverage required by this Section shall be at least as broad as that provided by the most current Commercial General Liability Policy form ISO (Insurance Services Office, Inc.) policy form CG 00 01 07 98 or later, or its equivalent without modification, and shall be endorsed to include pollution liability coverage under ISO form CG 00 39 10 90, or its equivalent without modification, in amounts previously stated. The use of an equivalent form shall require prior written approval by WSDOT. TENANT shall provide additional endorsements and/or increase the

policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises, within ten (10) calendar days of WSDOT's written request to do so.

C. WSDOT shall be named as an additional insured by endorsement of the liability policy required by this section utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office, P.O. Box 47338 Olympia, WA 98504-7338, with no less than thirty (30) calendar days' written notice before any cancellation of the coverage required by this section.

D. No changes whatsoever shall be initiated as to the coverage required above without prior written approval by WSDOT, and written authorization by WSDOT to make any requested changes.

E. Unless approved by WSDOT in advance and in writing, the liability coverage required by this Section shall not be subject to any deductible or self-insured retentions of liability greater than Five Thousand and no/100 Dollars (\$5,000.00) per occurrence. The payment of any such deductible or self-insured retention of liability amounts remains the sole responsibility of TENANT.

F. TENANT assumes all obligations for premium payment, and in the event of non-payment, is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event TENANT fails to pay the policy premiums.

G. Coverage, if obtained by TENANT in compliance with this Section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

H. TENANT shall provide WSDOT with a certificate of insurance reflecting the insurance coverage required by this Section within ten (10) calendar days of the execution of this Lease. Such certificates shall be provided upon renewal of said policies and changes in carriers.

20. HOLD HARMLESS/INDEMNIFICATION.

A. TENANT, its successors, and assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. TENANT further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions

commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, or employees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, and employees.

B. WAIVER: TENANT agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this Lease.

21. NONDISCRIMINATION. TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, chapter 49.60 RCW.

22. ASSIGNMENT. Neither this Lease nor any rights created by it may be assigned, sublet, or transferred in written or oral form.

23. SURRENDER OF PREMISES/REMOVAL OF TENANT'S IMPROVEMENTS/PERSONAL PROPERTY.

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and on limited access highways also to relocate WSDOT's fences, if any, to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT.

C. Upon termination of this Lease TENANT agrees, if so requested by WSDOT, to obliterate the flood berm and trail, remove all improvements and personal property, and/or provide

erosion control treatment at its own expense and to WSDOT's satisfaction, returning the right of way to its original condition before the construction of the flood berm and trail.

D. TENANT shall accomplish the above work by the date of termination. If, after termination of this Lease, TENANT has not removed its improvements and/or personal property and returned the right of way to its original condition, if requested to do so, within the time allowed, WSDOT may, but need not, remove and dispose of said improvements, construction and/or personal property and return the right of way to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

24. NO RELATIONSHIP ESTABLISHED. WSDOT shall in no event be construed to be a partner with, associate, or joint venturer of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

25. TRANSPORTATION PURPOSES.

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4f"). If this Lease is terminated for highway construction and WSDOT or authorized local, state, or federal official having jurisdiction of the land or a court of competent jurisdiction determines that replacement of the trail is required under 23 U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the trail as required and pay all such costs in accordance with Section 5.C. of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-1, sections 4-11 (see section 8(f)(3) within state owned right of way; such funds may be used outside of the state owned right of way).

26. CONDITION OF THE PROPERTY. WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in **Exhibit "A"**, attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

27. BINDING CONTRACT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or such Secretary's duly authorized representative.

28. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

29. MODIFICATIONS. This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized parties thereto.

30. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

31. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

33. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

34. MEMORANDUM OF LEASE. The parties hereby agree to execute and record a memorandum of lease, if either party so requests.

35. NOTICES. Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the addresses listed below, unless a different address has been designated in writing and delivered to the other party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P. O. Box 47338
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

TENANT: Director Community Development
CITY OF STANWOOD
10220 270th Street N.W.
Stanwood, WA 98292

Remainder of page intentionally left blank

Signatures:

CITY OF STANWOOD

By: _____

Title: _____

Dated: _____

Accepted and Approved by:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

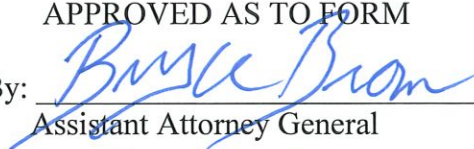
By: _____

Mike Cotten

Title: Northwest Region Administrator

Dated: _____

APPROVED AS TO FORM

By: 

Assistant Attorney General

Date: 7-13-20

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

On this _____ day of _____, 20____ before me personally appeared _____, to me known to be the duly appointed _____ of _____, and that s/he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 20____ before me personally appeared Mike Cotten, to me known to be the duly appointed Northwest Region Administrator, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

(Signature)

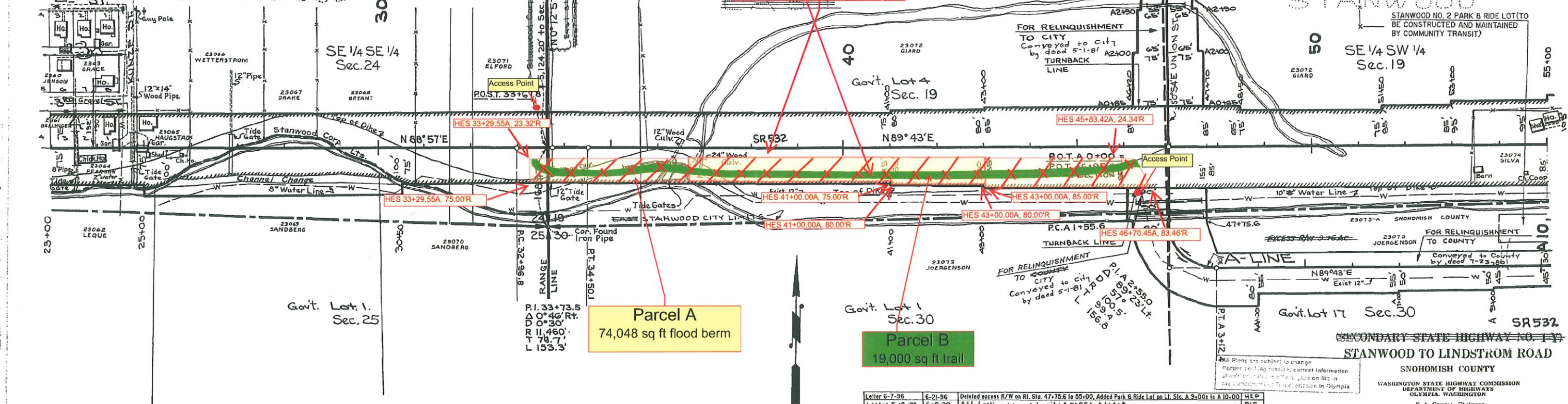
(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

WISCONSIN TIMBER CO. T. 32 N. R. 3 E. W. M.
1st ADD TO STANWOOD

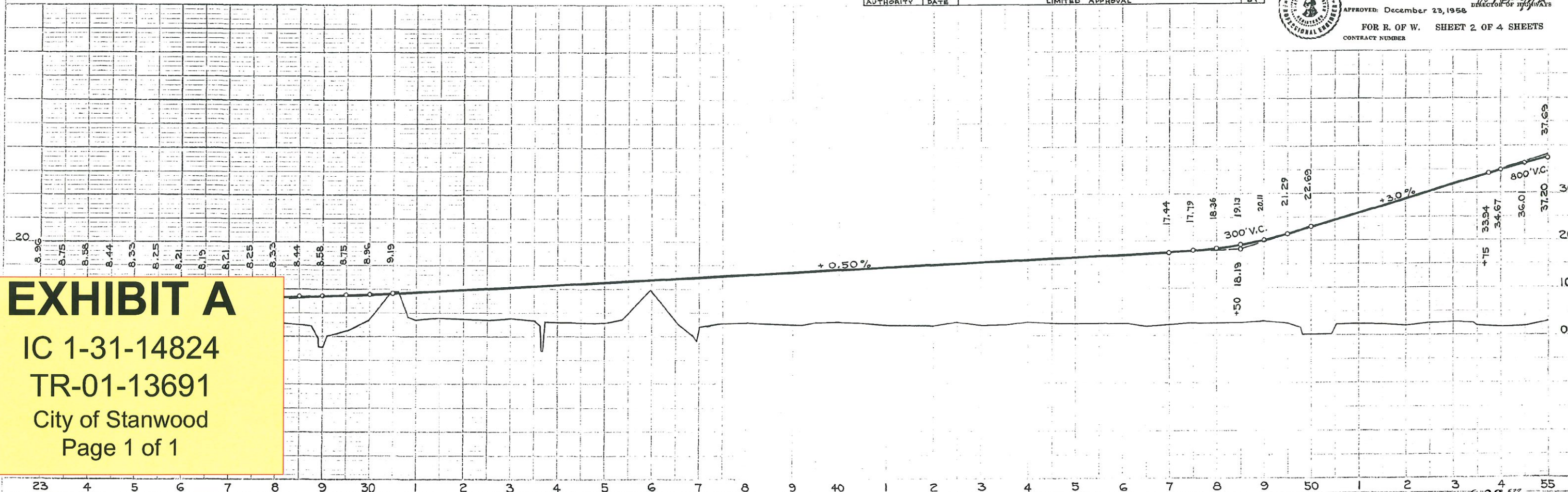
PREMISES
Flood Berm and Trail
Parcel A and Parcel B



Letter 6-7-96	6-21-96	Deleted excess R/W on Rt. Slo. 47+75.6 to 55+00, Added Park & Ride Lot on Lt. Slo. A 9+00+ to A 10+00	HEP
Letter 5-18-79	6-8-78	Added relinquishment to city A 0+85 to A 1+40	RLS
Letter 2-10-79	3-23-79	Revised R/W, W.A. noted excess R/W, relinquishments & added turnback lines Sta. 46+92.2 to 55+00 on Rt. Slo. 46+92.2 to 55+00	RLS
Res. No. 775	1-27-59	Sta. 23+00 To Sta. 33+67.8 Approved	B.K.
I.D.C. 1-9-59	1-30-59	Ownership Added	W.W.
Res. No. 762	11-23-58	Sta. 33+67.8 To Sta. 55+00	B.K.
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY
		LIMITED APPROVAL	



EXHIBIT A
IC 1-31-14824
TR-01-13691
City of Stanwood
Page 1 of 1



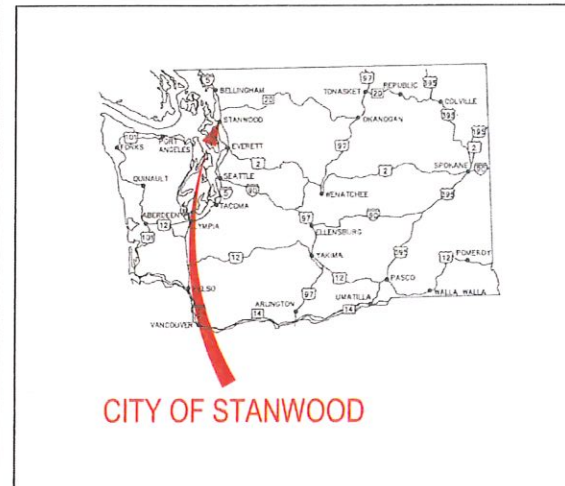


CITY OF STANWOOD

SR 532 FLOOD BERM AND BIKE/PEDESTRIAN PATH

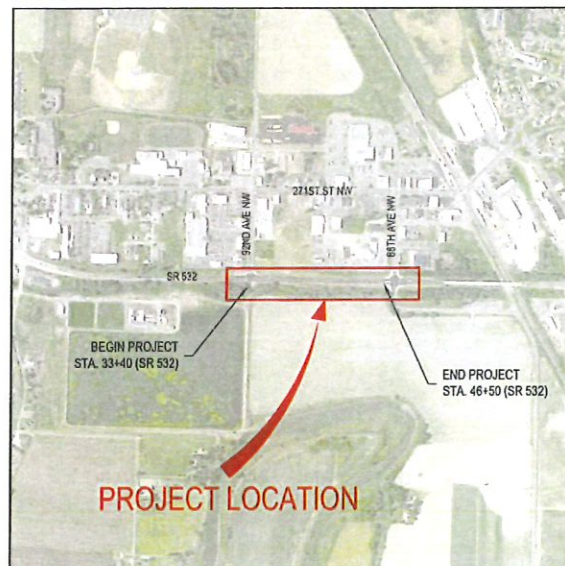


PROJECT VICINITY MAP



CITY OF STANWOOD

PROJECT VICINITY MAP



PROJECT LOCATION

CALL 48 HOURS BEFORE YOU DIG
ONE CALL 811

REPORT ALL SPILLS
DEPT. OF ECOLOGY 1-800-258-5990

SUMMARY OF QUANTITIES

Item Number	Spec. Reference	Unit	Item	City
Tax Schedule - See specification section 1-07.2(1)				
PREPARATION				
1	1-04.11	L.S.	MOBILIZATION	1
2	2-01.5	AC.	CLEARING AND GRUBBING	0.99
DRAINAGE				
3	7-04.5	L.F.	CORRUGATED POLYETHYLENE STORM SEWER PIPE 6 IN. DIAM.	41
4	7-01.5	L.F.	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	207
5	7-04.5	L.F.	UNDERDRAIN PIPE 6 IN. DIAM.	203
6	7-05.5	EA.	CATCH BASIN TYPE 1	2
7	7-04.5	EA.	CHECK VALVE 6 IN. DIAM.	2
8	7-04.5	EA.	CHECK VALVE 12 IN. DIAM.	4
9	7-04.5	EA.	CULVERT DEBRIS CAGE	3
10	7-04.5	EA.	CLEANOUT	4
11	7-05.5	EA.	CATCH BASIN TYPE 2 54 IN. DIAM. FLOW RESTRICTOR	2
STRUCTURAL				
12	6-20.5	S.F.	MSE RETAINING WALL	4540
13	6-20.5	L.F.	WALL UNSUITABLE FOUNDATION	275
SURFACING/PAVING				
14	4-04.5	TON	CRUSHED SURFACING TOP COURSE	610
15	5-04.5	TON	HMA CL. 3" PG 64-22	280
16	4-04.5	TON	MODIFIED PERMEABLE BALLAST	1250
17	6-15.5	TON	QUARRY SPALLS	40
GRADING				
18	2-03.5	C.Y.	ROADWAY EXCAVATION INCL. HAUL	1420
19	2-03.5	C.Y.	EMBANKMENT COMPACTION	1463
20	2-03.5	C.Y.	COMMON BORROW INCL. HAUL	400
EROSION CONTROL AND PLANTING				
21	8-01.5	DOL	EROSION/WATER POLLUTION CONTROL	10000
22	8-01.5	L.F.	SILT FENCE	1370
23	8-01.5	S.Y.	STABILIZED CONSTRUCTION ENTRANCE	350
24	8-01.5	AC.	UPLAND SEED MIX	0.80
25	8-02.5	L.S.	WETLAND BUFFER ENHANCEMENT	1.00
TRAFFIC				
26	1-10.5(1)	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1
27	6-21.5	L.S.	PERMANENT SIGNING	1
OTHER ITEMS				
28	6-21.5	DAY	STRUCTURE DOWATERING	15
29	8-12.5	L.F.	FENCING	1200
30	8-30.5	EA.	BENCH	1
31	8-20.5	EA.	ADJUST JUNCTION BOX	5
32	1-05.4	L.S.	ROADWAY SURVEYING	1
33	2-09.5	L.S.	SHORING OR EXTRA EXCAVATION CLASS B	1
34	1-09.6	DOL	UNKNOWN UTILITY REPAIR	10000
35	1-05.5	L.S.	AS-CONSTRUCTED DRAWINGS	1
36	1-05.6	DOL	ROADSIDE CLEANUP	5000

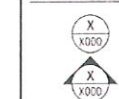
DRAWING INDEX

SHEET NO.	SHEET TITLE	DWG NO.
1	COVER	CDV
2	GENERAL NOTES AND LEGEND	G01
3	ROADWAY SECTIONS	S01
4	SITE PREPARATION, SURVEY CONTROL AND TESC 1	P01
5	SITE PREPARATION, SURVEY CONTROL AND TESC 2	P02
6	SITE PREPARATION, SURVEY CONTROL AND TESC 3	P03
7	PLAN AND PROFILE 1	C01
8	PLAN AND PROFILE 2	C02
9	PLAN AND PROFILE 3	C03
10	STORMWATER AND FENCING DETAILS	D01
11	WALL DETAILS	D02
12	WALL PROFILES	D03
13	SIGNING AND MITIGATION LANDSCAPING PLAN 1	M01
14	SIGNING AND MITIGATION LANDSCAPING PLAN 2	M02
15	MITIGATION LANDSCAPING DETAILS	M03
16	TRAFFIC CONTROL PLAN	TC1
17	CLASS A SIGNING PLAN	WZ1

SECTION AND DETAIL REFERENCES

THE FOLLOWING CONVENTIONS HAVE BEEN USED WITHIN THESE DRAWINGS TO REFER THE READER BETWEEN THE SECTION/DETAIL AND THE PLAN FROM WHICH IT IS REFERENCED.

REFERENCE BUBBLES



PLAN REFERENCE BUBBLE - REFERS READER BACK TO THE PLAN FROM WHICH THE DETAIL OR SECTION ORIGINATED.

DETAIL/SECTION REFERENCE BUBBLE - REFERS READER TO THE DRAWING ON WHICH THE DETAIL OR SECTION IS LOCATED.

WHERE: ID = SECTION/DETAIL REFERENCE NUMBER
= DRAWING NUMBER ON WHICH DETAIL ORIGINATED OR RESIDES.

SECTION/DETAIL REFERENCE NUMBER CONVENTIONS:
SECTIONS OR ELEVATIONS SHOULD HAVE A LETTER REFERENCE NUMBER (A THROUGH ZZ).

ABBREVIATIONS

CB	CATCH BASIN	LF	LINEAR FEET
CONC	CONCRETE	N	NORTHING
CL	CENTERLINE	PE	POLYETHYLENE
CPEP	CORRUGATED POLYETHYLENE STORM SEWER PIPE	PROP	PROPOSED
CSBC	CRUSHED SURFACING BASE COURSE	PVC	POLYVINYL CHLORIDE
CSTC	CRUSHED SURFACING TOP COURSE	R	RIGHT
DIAM	DIAMETER	RT	RIGHT
DI	DUCTILE IRON	ROW	RIGHT-OF-WAY
DWG	DRAWING	SPEC	SPECIFICATIONS
E	EASTING	SS	SANITARY SEWER
ELEV	ELEVATION	SSMH	SANITARY SEWER MANHOLE
EOP	EDGE OF PAVEMENT	ST	STORM
EX	EXISTING	STA	STATION LINE
HMA	HOT MIXED ASPHALT	STD	STANDARD
L	LEFT	SY	SQUARE YARDS
LT	LEFT	TYP	TYPICAL
		W	WATER

CONTACT PERSONNEL

CONTACT	AGENCY	PHONE
SHAWN SMITH, P.E.	CITY OF STANWOOD	(360) 629-9781
BRET BEAUPAIN, P.E.	RH2 ENGINEERING	(425) 951-5382
ERIK HOWE, P.E.	RH2 ENGINEERING	(425) 951-5428
RAMIN PAZOOKI	WSDOT	(206) 440-4710
BARBARA ROBINSON	VERIZON	(360) 757-7624
VAL SMITH	SNOHOMISH COUNTY PUD	(360) 629-5712
	CASCADE NATURAL GAS	(888) 522-1130

APPROVED FOR CONSTRUCTION FOR THE CITY OF STANWOOD

BY: _____ DATE: _____
PUBLIC WORKS DIRECTOR

BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR

Approval Expires Two Years from Above Date

*SIGNED ORIGINALS AVAILABLE AT THE CITY



Aug. 11, 2017
FBP-P-COV.DWG

EXHIBIT B

IC 1-31-14824

TR-01-13691

City of Stanwood

Page 1 of 17

[illegible]

GENERAL NOTES

1. ALL WORKMANSHIP, CONSTRUCTION AND MATERIALS SHALL BE PERFORMED OR SUPPLIED IN ACCORDANCE WITH THE SPECIAL PROVISIONS, PLANS, CITY OF STANWOOD STANDARD DETAILS, AND THE WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, 2016 EDITION, AS ISSUED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE AMERICAN PUBLIC WORKS ASSOCIATION, WHICH IS HEREINAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS.
2. A PRECONSTRUCTION CONFERENCE IS REQUIRED PRIOR TO CONSTRUCTION, AND 48 HOURS ADVANCE NOTIFICATION PRIOR TO ACTUAL START OF WORK IS REQUIRED.
3. THE EXISTING TOPOGRAPHIC AND PHYSICAL FEATURES SHOWN ON THESE PLANS ARE BASED ON A FIELD SURVEY BY TRIAD ASSOCIATES, RECORD DRAWINGS, AND FIELD RECONNAISSANCE BY RH2 ENGINEERING.
4. THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS BUT HAVE NOT BEEN EXPOSED AND MEASURED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK TO AVOID DAMAGE OR DISTURBANCE, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE CAUSED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. IT IS UNDERSTOOD THAT OTHER ABOVE GROUND AND UNDERGROUND FACILITIES NOT SHOWN ON THE PLANS MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK.
5. THE CONTRACTOR SHALL PROTECT BUILDINGS, FENCES, APPURTENANCES, ABOVE GROUND UTILITIES, AND OTHER PROPERTY ADJACENT TO ALL CONSTRUCTION AREAS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR REPAIRING ALL DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
6. IN ACCORDANCE WITH THE DEPARTMENT OF ECOLOGY AIR QUALITY STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING ALL FUGITIVE DUST THAT MAY BE GENERATED BY THE CONSTRUCTION PROJECT.
7. THE CONTRACTOR SHALL CONTAIN WORK TO WITHIN RIGHT-OF-WAY OR THE CONSTRUCTION LIMITS AS ILLUSTRATED IN THE PLANS.
8. THE CONTRACTOR SHALL SECURE NECESSARY PERMITS PRIOR TO STARTING CONSTRUCTION. THE CITY OF STANWOOD WILL OBTAIN SOME OF THE REQUIRED PERMITS. SEE SPECIAL PROVISIONS FOR FURTHER INFORMATION REGARDING PERMITS.
9. ONSITE EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND BE IN PLACE PRIOR TO CONSTRUCTION. ANY PROBLEMS OCCURRING BEFORE FINAL ACCEPTANCE BY THE CITY OF STANWOOD SHALL BE CORRECTED BY THE CONTRACTOR. UPON FINAL ACCEPTANCE BY THE CITY OF STANWOOD, OR AS OTHERWISE DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY, NON-DEGRADABLE EROSION CONTROL MEASURES.
10. ANY REVISIONS TO PLANS MUST BE MADE BY THE ENGINEER AND APPROVED BY THE CITY OF STANWOOD PRIOR TO ANY IMPLEMENTATION IN THE FIELD.
11. ALL PAVEMENT MARKINGS AND SIGNING SHALL CONFORM TO THE REQUIREMENTS OF THE MUTCD.
12. A COPY OF THE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
13. WHERE NEWLY CONSTRUCTED PAVING MEETS EXISTING PAVING, THE CONTRACTOR SHALL SAW CUT OR OVERLAY AND FEATHER NEW PAVEMENT TO PROVIDE A SMOOTH TRANSITION FROM EXISTING TO PROPOSED PAVING. APPLICATION OF A THIN TACK COAT OF EMULSIFIED ASPHALT SHALL BE APPLIED TO INSURE PROPER BONDING.
14. THE COMPLETED SURFACE OF ALL COURSES SHALL BE OF UNIFORM TEXTURE, SMOOTH, UNIFORM AS TO CROWN AND GRADE, AND FREE FROM DEFECTS OF ALL KINDS. THE COMPLETED SURFACE OF THE WEARING COURSE SHALL NOT VARY MORE THAN 1/8 INCH FROM THE LOWER EDGE OF A 10-FOOT STRAIGHTEDGE PLACED ON THE SURFACE PARALLEL TO THE CENTERLINE. THE TRANSVERSE SLOPE OF THE COMPLETED SURFACE OF THE WEARING COURSE SHALL VARY NOT MORE THAN 1/4 INCH IN 10- FEET FROM THE RATE OF TRANSVERSE SLOPE SHOWN ON THE PLANS.
15. MATERIALS SAMPLING AND TESTING SHALL BE AT A FREQUENCY AND MAGNITUDE AS SPECIFIED IN THE STANDARD SPECIFICATIONS OR DETERMINED BY THE ENGINEER. A PRIVATE AND INDEPENDENT TESTING LABORATORY SHALL PERFORM TESTING AND SAMPLING. CERTIFIED TEST REPORTS SHALL BE FURNISHED FOR ALL TESTS PERFORMED BY PRIVATE TESTING LABORATORIES. THE CITY WILL BE RESPONSIBLE FOR ACCEPTANCE TESTING.

SUBSURFACE UTILITY LEGEND

THE CLASSIFICATIONS FOR SUBSURFACE UTILITIES ARE OUTLINED AND EXPLAINED IN THE FOLLOWING LIST:

UTILITY QUALITY LEVEL A. POTHOLE LOCATION	- PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE OF (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. UNLESS OTHERWISE NOTED, QUALITY LEVEL A IS ONLY APPLICABLE AT POTHOLED LOCATIONS ON THE PLANS. AT ALL OTHER AREAS, THE UTILITY SHOULD BE ASSUMED TO BE QUALITY LEVEL B.
UTILITY QUALITY LEVEL B.	- INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.
UTILITY QUALITY LEVEL C.	- INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES
UTILITY QUALITY LEVEL D.	- INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS

NOTE: THE USE OF THE LINE TYPES PROVIDED ABOVE WAS A PRIMARY METHOD FOR INDICATING THE ACCURACY OF THE UTILITIES SHOWN WITHIN THESE PLANS. WHEN THE SOURCE OF THE INFORMATION WAS UNKNOWN OR THE METHOD FOR LOCATING THE UTILITIES WAS UNAVAILABLE, QUALITY C UTILITIES WERE USED AS THE DEFAULT.

EXHIBIT B

SURVEY NOTES

1. FIELD WORK FOR THIS SURVEY WAS PERFORMED BY TRIAD ASSOCIATES IN FEBRUARY 2013.
2. HORIZONTAL DATUM - NAD 83/91 WASHINGTON NORTH ZONE ESTABLISHED BY HOLDING PUBLISHED COORDINATES AT SURVEY CONTROL POINTS 'STAN'WOOD' AS ESTABLISHED BY SNOHOMISH COUNTY PUBLIC WORKS.
3. VERTICAL DATUM - NGVD 29

BENCHMARK:

BM 'STAN'WOOD: SNOHOMISH COUNTY PUBLIC WORKS ID #22414, WSDOT MONUMENT ID #1668. MARK IS LOCATED NEAR THE SOUTH EAST END OF PAVED PARK AND RIDE LOT, IN A FLOWER BED, 59 FEET SOUTH OF A POWER POLE, 3 FEET WEST OF THE EAST CURB SURROUNDING FLOWER BED, 34 FEET NORTH OF THE APPROXIMATE CENTERLINE OF 268TH PL.

ELEVATION $\frac{8.59'}{-3.67'}$ (NAVD 88) (SNOC)
4.52' (NGVD '29)

4. COORDINATES ASSOCIATED WITH THIS DRAWING ARE PROJECT COORDINATES WHICH MAY BE CONVERTED TO STATE PLANE GRID COORDINATES BY SUBTRACTING 2000000.00 FEET). THEN MULTIPLYING BY THE AVERAGE COMBINED FACTOR 0.99994384632. THE INITIAL COORDINATE CONVERSION WAS PERFORMED USING THE LEICA SKI-PRO PROGRAM VERSION 2.0 2000.
5. PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SYSTEM 500 AND 1200 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WAC 332-130-050.

CITY OF STANWOOD STREET AND UTILITY STANDARDS

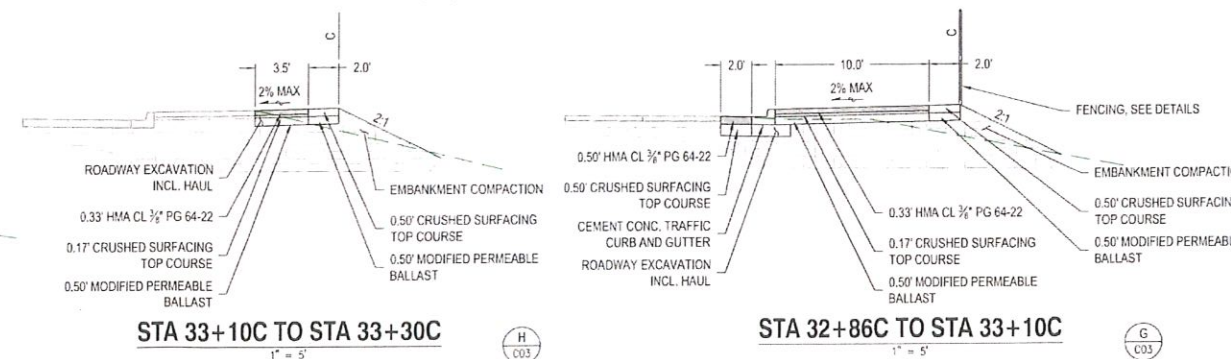
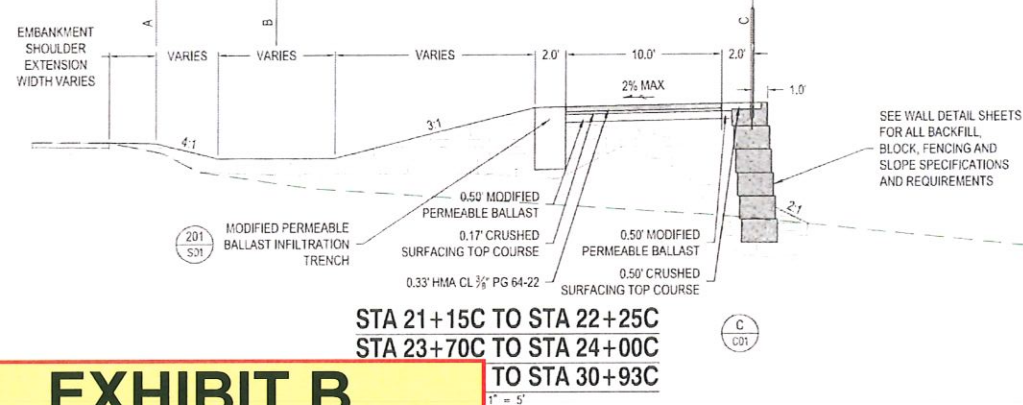
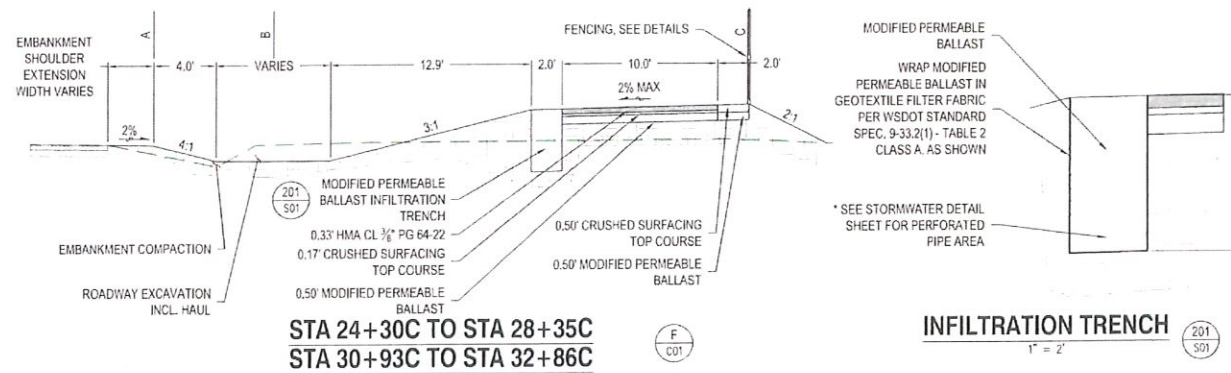
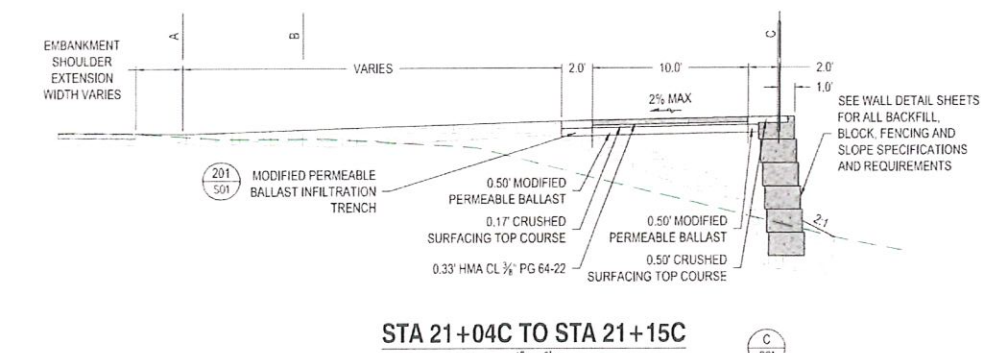
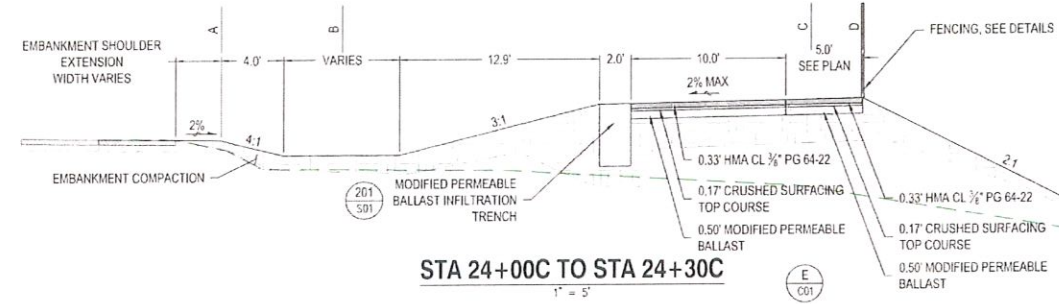
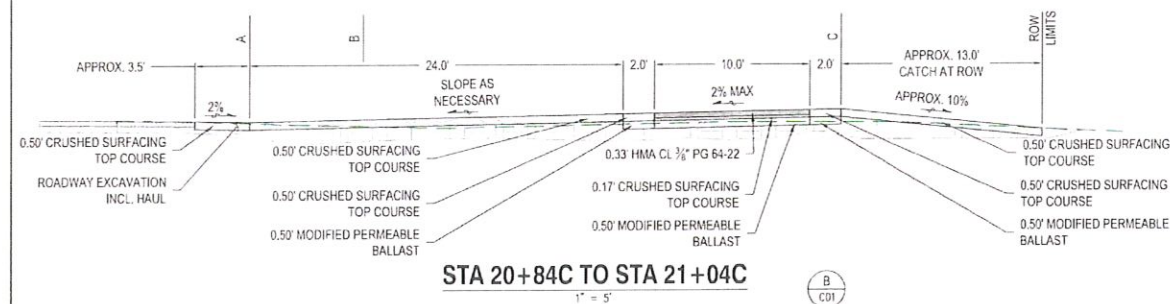
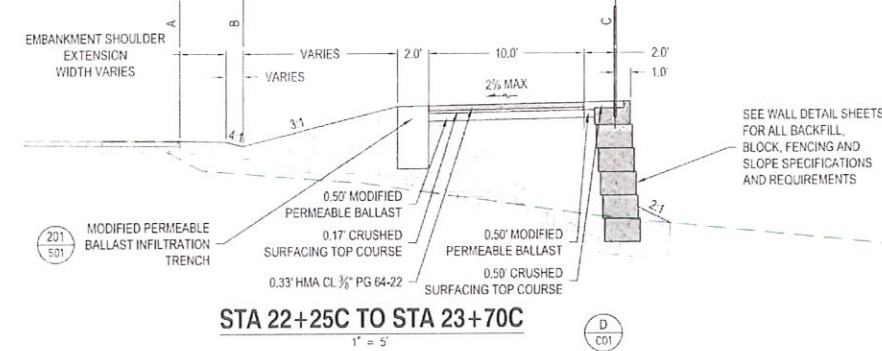
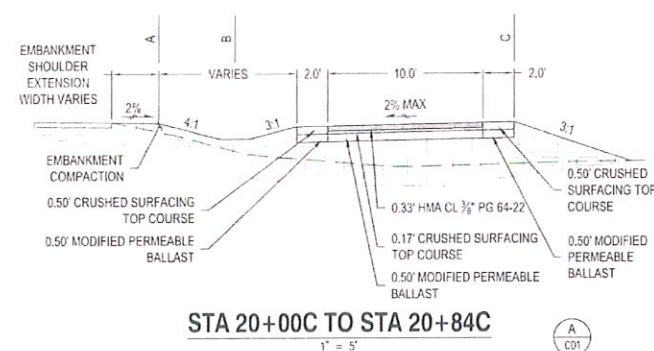
1. ALL STORM MAINS AND RETENTION/DETENTION AREAS SHALL BE STAKED FOR GRADE AND ALIGNMENT BY AN ENGINEERING OR SURVEYING FIRM CAPABLE OF PERFORMING SUCH WORK.
2. A LICENSED ENGINEERING OR SURVEYING FIRM SHALL STAKE ALL CURB AND GUTTER, STREET GRADES, SIDEWALK GRADES AND ANY OTHER VERTICAL AND/OR HORIZONTAL ALIGNMENT.
3. ALL STORM DRAIN PIPE AND SERVICES SHALL BE INSTALLED WITH DETECTABLE MARKING TAPE INSTALLED 18" ABOVE THE PIPE CROWN, OR 12" BELOW FINISHED GRADE (WHICHEVER IS DEEPER). DETECTABLE MARKING TAPE SHALL CONFORM TO WSDOT/APWA STANDARD SPECIFICATIONS, WITH MESSAGE CONVEYING "STORM DRAIN" AND BE COLORED CODED GREEN. IN ADDITION, ALL CURVILINEAR PIPES SHALL BE INSTALLED WITH 14 GAUGE COATED COPPER WIRE WRAPPED AROUND THE PIPE, BROUGHT UP BARED AND WRAPPED THREE TIMES AROUND THE MANHOLE RING OR CATCH BASIN FRAME. TAPE AND INSTALLATION SHALL BE PER WSDOT/APWA STANDARDS. THE CONTRACTOR SHALL FURNISH AND INSTALL THE TAPE AND WIRE.

		CITY OF STANWOOD SR 532 FLOOD BERM AND BIKE/PEDESTRIAN PATH	
GENERAL NOTES AND LEGEND			
REVISIONS			
ENGINEER: DEP REVIEWER: ERN	DATE: Aug 10, 2017 REVISION: Aug 11, 2017	CLIENT: STA DRAWING: FBRP-CDV-DWG	JOB NO: 4134213
08/09/17 	Revised Per WSDOT Comments	AEL	ERN
SCALE SHOWN			
DRAWING IS FULL SCALE UNLESS OTHERWISE NOTED			
SHEET NO: G01	SHEET NO: 2		
DATE: 8/10/17			
DRAWN BY:			
CHECKED BY:			
APPROVED BY:			
DATE:			
PROJECT NO:			
DRAWING NO:			
SCALE:			
TYPICAL SECTION:			
NOTES:			
REVISIONS:			
COMMENTS:			
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CHECKED BY:			
APPROVED BY			

6-41

SECTION NOTES

1. ALIGNMENT DESIGNATORS A THROUGH D SHOW THE GENERAL LOCATION OF THE ALIGNMENTS ON THE CORRESPONDING SECTION. SEE SITE PLANS FOR MORE INFORMATION ON LOCATION.
2. WIDTHS SHOWN ARE TYPICAL FOR THAT SECTION, HOWEVER WIDTHS VARY IN TRANSITION SECTIONS. REFER TO SITE PLAN AND LINEWORK FOR ACTUAL WIDTHS.
3. ASPHALT PATH IS SHOWN WITH 2% SLOPE. PATH MUST MEET ADA 2% STANDARD MAX CROSS SLOPE AND DRAIN WITH MIN. 1% IN DIRECTION SHOWN ON SECTIONS.
4. AN ASPHALT TACK COAT SHALL BE PLACED BETWEEN EACH PAVING LIFT INCLUDING NEW ASPHALT, PATCHES AND AT ALL PAVING JOINTS. CONTRACTOR SHALL NOT TRACK DIRT ON TACK. PAVING MAY NOT BEGIN UNTIL TACK HAS FULLY BROKEN AND CONTRACTOR SHALL ALLOW SUFFICIENT TIME AND ACCOUNT FOR WEATHER CONDITIONS WHEN PAVING.
5. RETAINING WALL SHOWN ON THIS SHEET IS INFORMATIONAL ONLY. CONTRACTOR SHALL REFER TO WALL DETAIL SHEET FOR ALL RETAINING WALL DESIGN INFORMATION.



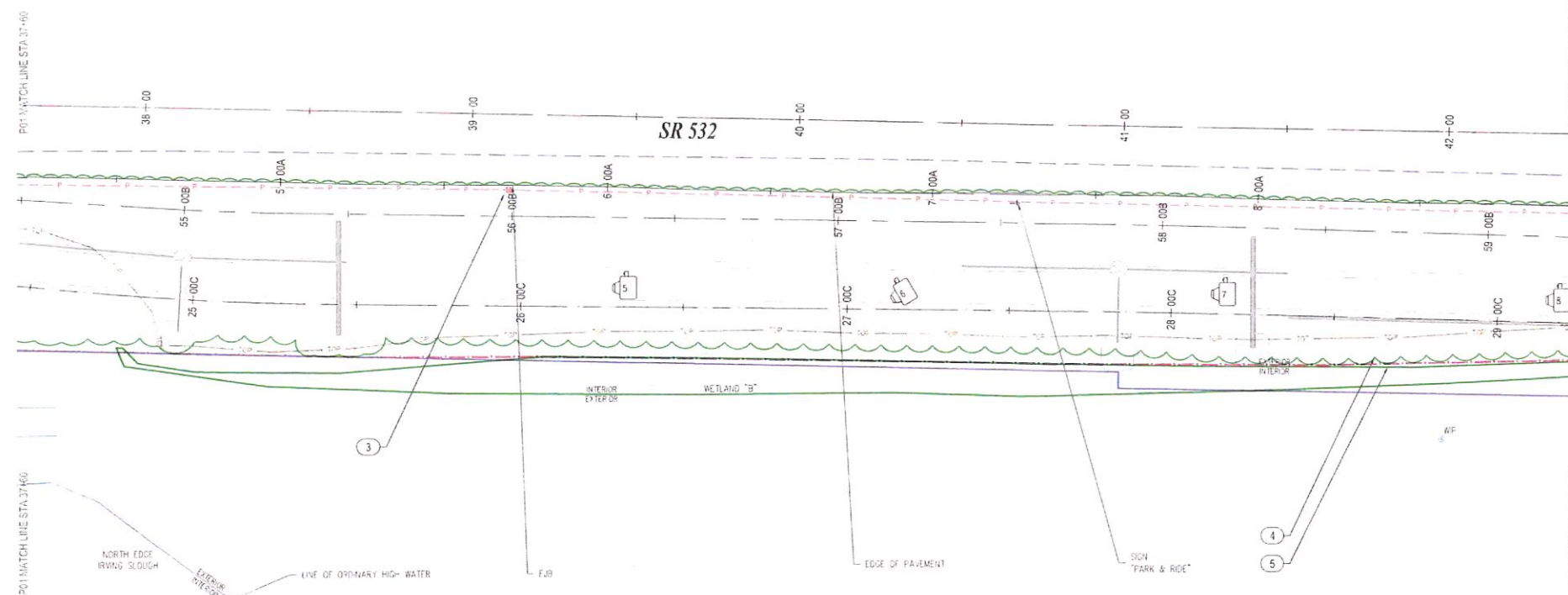
CITY OF STANWOOD
SR 532 FLOOD BERM AND
BIKE/PEDESTRIAN PATH
ROADWAY SECTIONS



NO.	DATE	REVISION
1	08/10/13	REVISED PER D-SECTION
2	07/25/2017	REVISED PER D-SECTION
3	08/11/2017	REVISED PER D-SECTION

SCALE SHOWN
DRAWING IS FULL SCALE WHEN
NOT MEASURED
S01 3 17

EXHIBIT B
IC 1-31-14824
TR-01-13691
City of Stanwood
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5 SITE PHOTO



6 SITE PHOTO

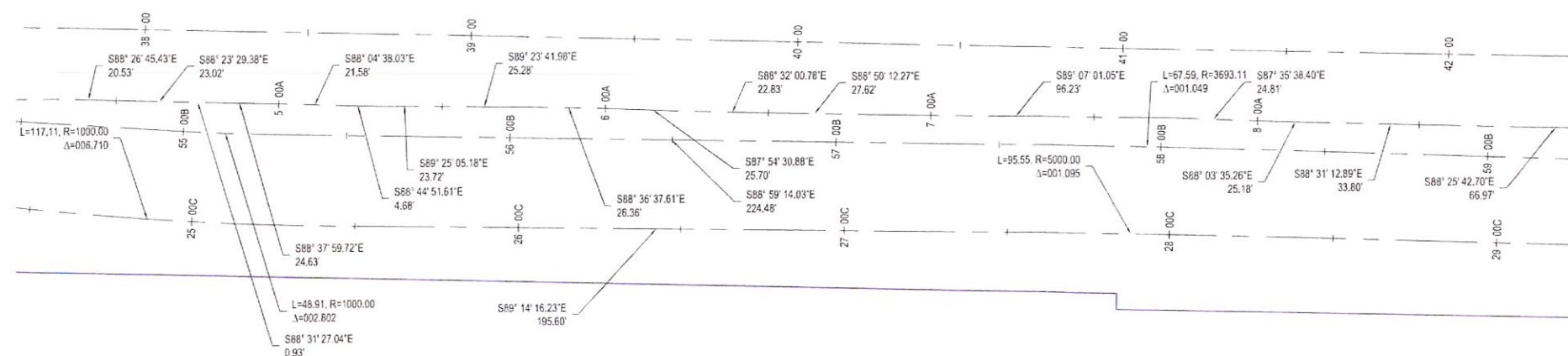


7 SITE PHOTO



8 SITE PHOTO

PLAN VIEW
1" = 20'



ALIGNMENT CONTROL
1" = 20'

GENERAL NOTES

- 1) CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STANDARD PLAN I-80.10-02 AT DESIGNATED INGRESS/EGRESS POINT TO CONTROL SEDIMENT AND TRACKING.
- 2) PROPOSED SURFACE FEATURES SHOWN IN GRAY ARE FOR CONTRACTORS CONVENIENCE IN IDENTIFYING IMPROVEMENT LIMITS.
- 3) CONTRACTOR SHALL REMOVE ALL EXISTING AND PROJECT TESC ITEMS UNDER REMOVALS OF STRUCTURES AND OBSTRUCTIONS BID ITEM AFTER ALL CONSTRUCTION IS COMPLETE TO MAXIMUM EXTENT FEASIBLE.
- 4) CONTRACTOR SHALL COORDINATE WITH INDIVIDUAL PROPERTY OWNERS IN REGARDS TO POTENTIAL EASEMENTS FOR TEMPORARY CONSTRUCTION STAGING AND STOCKPILING AREAS.
- 5) CLEARING AND GRUBBING LIMITS SHOWN IN THE PLANS INCLUDES ALL BUSHES AND TREES AS NEEDED TO CONSTRUCT IMPROVEMENTS.
- 6) SILT FENCE LINING SITE IS TO BE REMOVED AND REPLACED. CONTRACTOR MUST REMOVE ALL EXISTING SILT FENCE PRIOR TO BEGINNING CONSTRUCTION AND SHALL PLACE NEW SILT FENCE AS SHOWN IN THE PLANS.
- 7) STABILIZED CONSTRUCTION ENTRANCE MAY BE LOCATED IN AN ALTERNATIVE POSITION PER THE CONTRACTORS REQUEST. PAYMENT WILL ONLY BE MADE FOR THE QUANTITY IN THE BID ITEM AND THE CONTRACTOR SHALL LOCATE AS NECESSARY TO ALLOW SAFE INGRESS AND EGRESS.

DEMOLITION NOTES

- | | | |
|---|---------|----------------------------------|
| 1 | REMOVE | ASPHALT |
| 2 | REMOVE | CONCRETE |
| 3 | ADJUST | ELECTRICAL VAULT/JUNCTION BOX |
| 4 | LIMITS | CLEARING AND GRUBBING |
| 5 | PROVIDE | SILT FENCE |
| 6 | PROVIDE | STABILIZED CONSTRUCTION ENTRANCE |
- STANDARD PLAN I-30.15-02
STANDARD PLAN I-80.10-02

VICINITY MAP



CITY OF STANWOOD
SR 532 FLOOD BERM AND
BIKE/PEDESTRIAN PATH
SITE PREPARATION, SURVEY CONTROL
AND TESC 2

REVISIONS	DATE	BY	DESCRIPTION
1	08/11/2017	REVISED	PREP-DWG
2	08/11/2017	REVISED	PREP-DWG
3	08/11/2017	REVISED	PREP-DWG
4	08/11/2017	REVISED	PREP-DWG
5	08/11/2017	REVISED	PREP-DWG
6	08/11/2017	REVISED	PREP-DWG
7	08/11/2017	REVISED	PREP-DWG
8	08/11/2017	REVISED	PREP-DWG
9	08/11/2017	REVISED	PREP-DWG
10	08/11/2017	REVISED	PREP-DWG
11	08/11/2017	REVISED	PREP-DWG
12	08/11/2017	REVISED	PREP-DWG
13	08/11/2017	REVISED	PREP-DWG
14	08/11/2017	REVISED	PREP-DWG
15	08/11/2017	REVISED	PREP-DWG
16	08/11/2017	REVISED	PREP-DWG
17	08/11/2017	REVISED	PREP-DWG

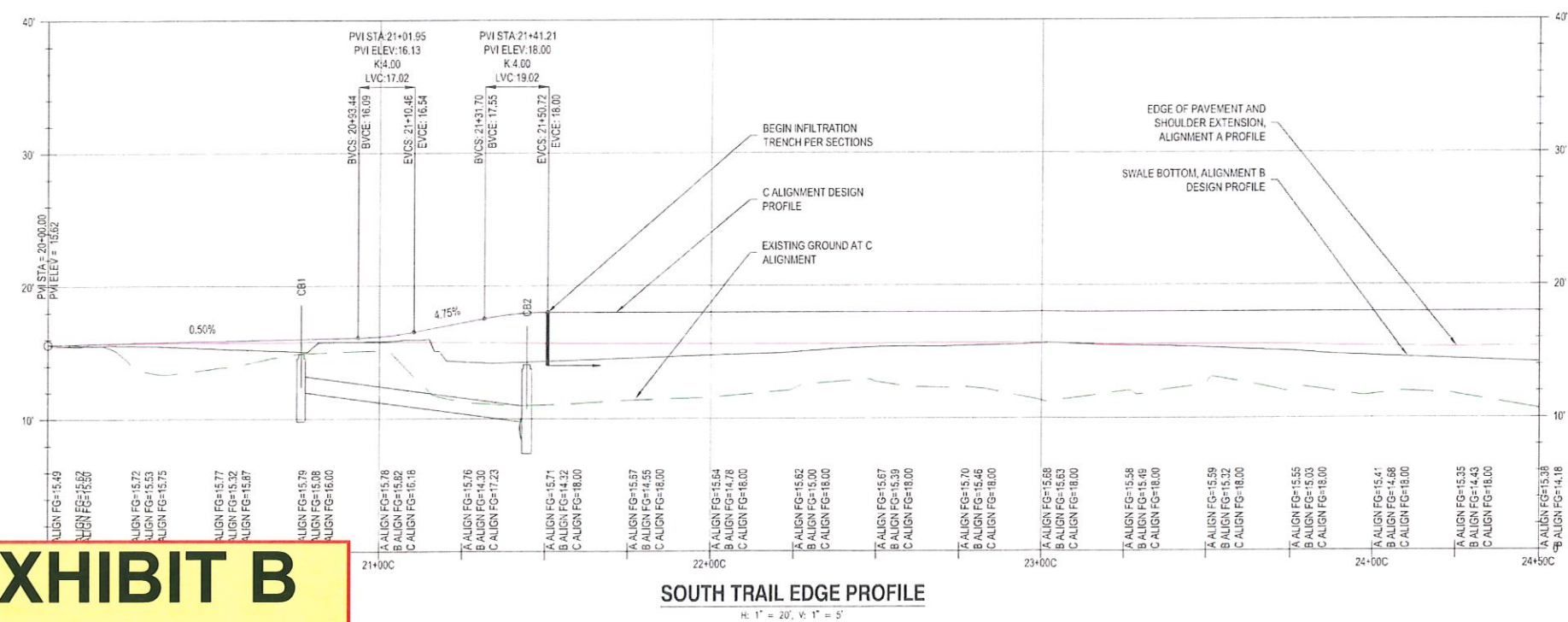
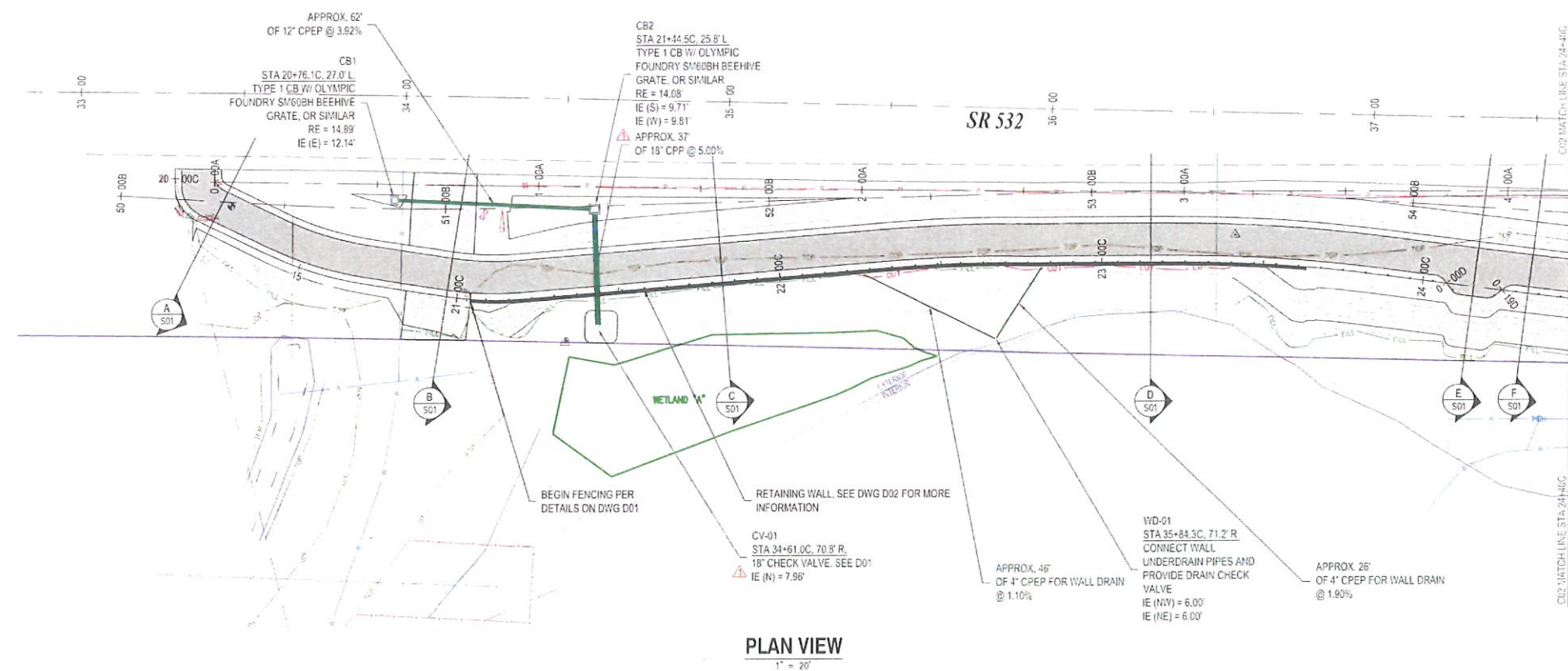
EXHIBIT B

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City of Stanwood

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GENERAL NOTES

- 1) ALIGNMENT A DELINEATES THE EXTENSION LIMITS OF THE SHOULDER FROM SR 532. CONTRACTOR SHALL GRADE FROM EDGE OF PAVEMENT TO ALIGNMENT A LOCATION AT A 2% CROSS SLOPE AS SHOWN IN THE SECTIONS. THIS MAINTAINS A MINIMUM 8' SHOULDER SECTION FROM THE SR 532 FOG LINE.
- 2) ALIGNMENT B GENERALLY FOLLOWS THE BOTTOM OF THE SWALE AND PROVIDES A PROFILE FOR THE SWALE BOTTOM.
- 3) ALIGNMENT C PROFILE SHOWN REFERENCES THE SOUTH EDGE OF THE SHARED USE PATH. REFERENCE THE SECTION VIEWS FOR MORE INFORMATION ON ALIGNMENT LOCATIONS.
- 4) THE RETAINING WALL FACE DOES NOT FOLLOW THE C ALIGNMENT AND IS BATTERED SO THE BOTTOM IS NOT A CONSTANT OFFSET. THE CONTRACTOR SHALL SET THE BLOCKS SUCH THAT THE TOP OF WALL MAINTAINS A CONSTANT OFFSET AS SHOWN IN THE SECTIONS.

CITY OF STANWOOD
SR 532 FLOOD BERM AND
BIKE/PEDESTRIAN PATH

PLAN AND PROFILE 1



ANALYST: DEP	DATE: 04/26/2017	GEN: STA	JOB NO: 415018
REPORT: ERH	DATE: Aug 11, 2017	/ USER: TIGRA-CV-DWG	
REVISIONS			
	37/08/17	Revised Per WSDOT Comments	ERH
SCALE SHOWN			
DRAWING IS FULL SCALE UNLESS OTHERWISE NOTED			
DRAWING NO. C01		SHEET NO. 7	

VICINITY MAP



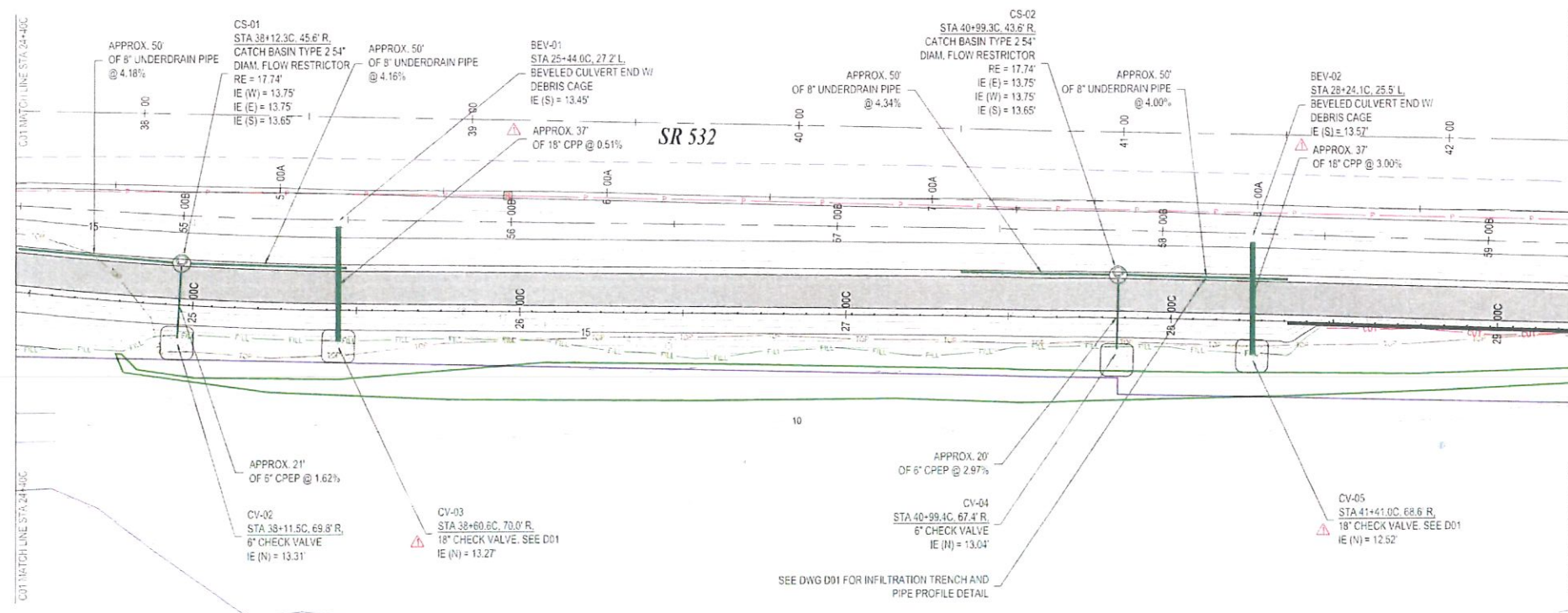
EXHIBIT B

IC 1-31-14824

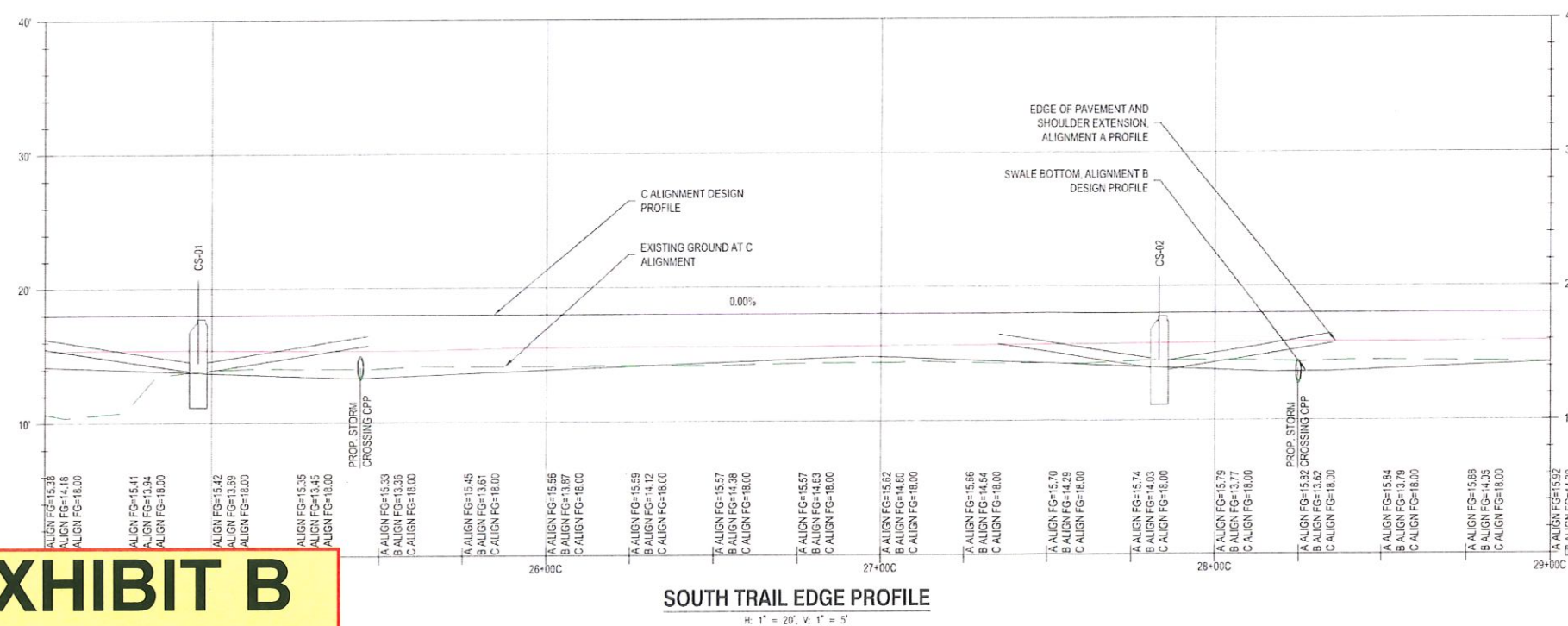
TR-01-13691

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PLAN VIEW
1" = 20'

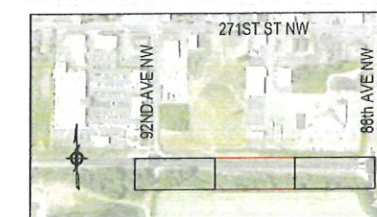


SOUTH TRAIL EDGE PROFILE
H: 1" = 20', V: 1" = 5'

GENERAL NOTES

- 1) ALIGNMENT A DELINEATES THE EXTENSION LIMITS OF THE SHOULDER FROM SR 532. CONTRACTOR SHALL GRADE FROM EDGE OF PAVEMENT TO ALIGNMENT A LOCATION AT A 2% CROSS SLOPE AS SHOWN IN THE SECTIONS. THIS MAINTAINS A MINIMUM 8' SHOULDER SECTION FROM THE SR 532 FOG LINE.
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- 4) THE RETAINING WALL FACE DOES NOT FOLLOW THE C ALIGNMENT AND IS BATTERED SO THE BOTTOM IS NOT A CONSTANT OFFSET. THE CONTRACTOR SHALL SET THE BLOCKS SUCH THAT THE TOP OF WALL MAINTAINS A CONSTANT OFFSET AS SHOWN IN THE SECTIONS.

VICINITY MAP



CITY OF STANWOOD
SR 532 FLOOD BERM AND
BIKE/PEDESTRIAN PATH

PLAN AND PROFILE 2



NO.	DATE	DESCRIPTION	BY	CHK
1	07/25/17	Revised Per NCDOT Comments	ACL	EPH
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SCALE: SHOWN
DRAWING IS FULL SCALE UNLESS
OTHER MEASURES ARE
SPECIFIED
C02 8 17

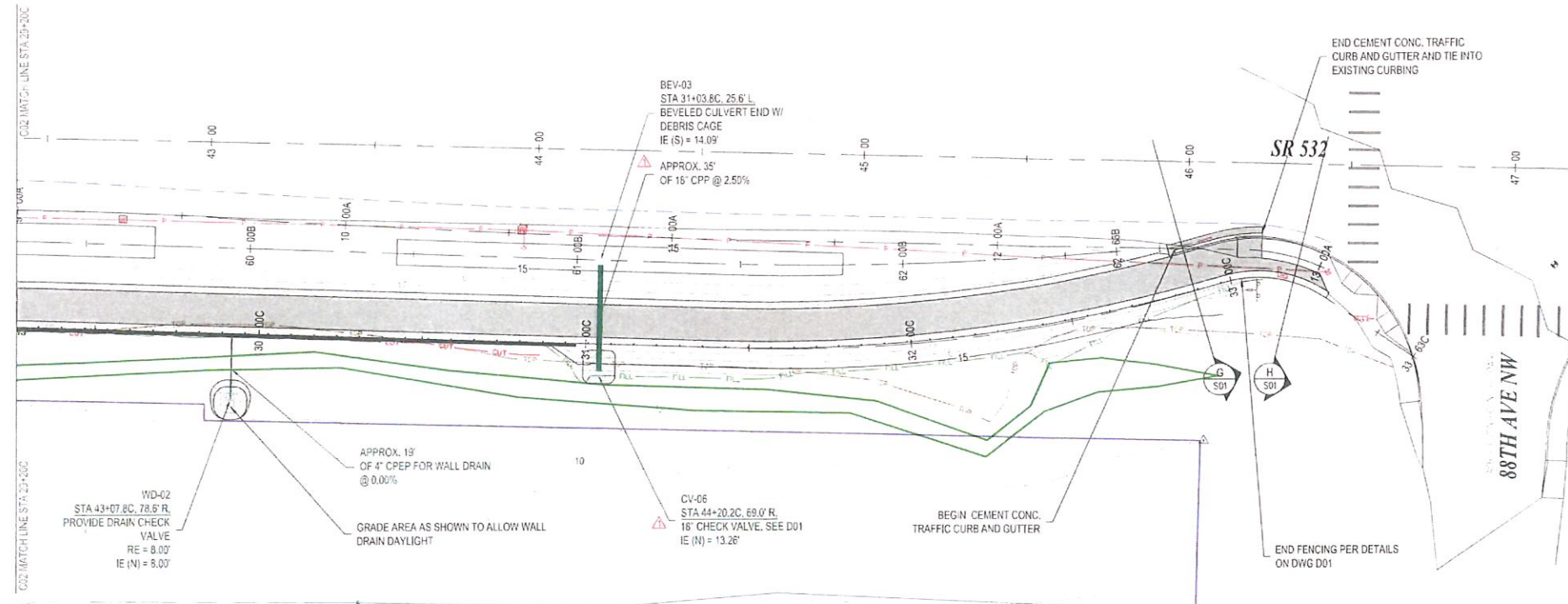
EXHIBIT B

IC 1-31-14824

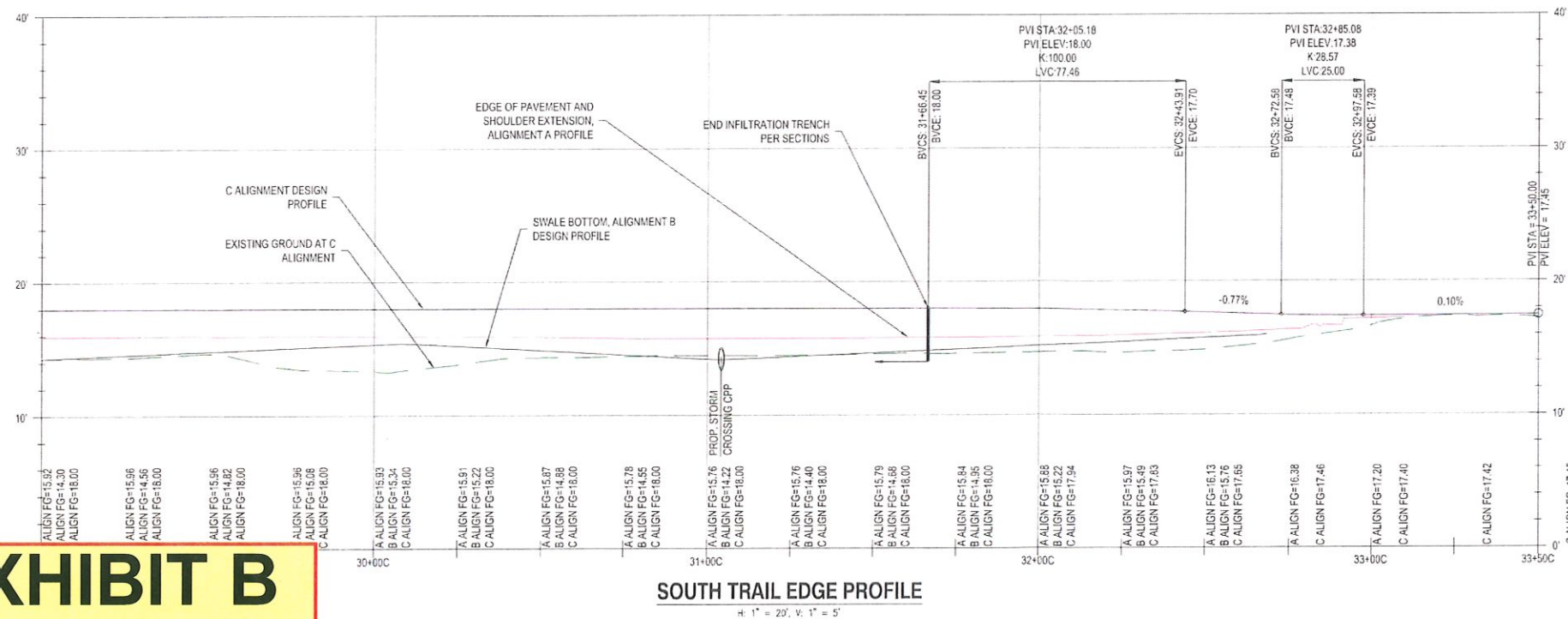
TR-01-13691

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PLAN VIEW
1" = 20'

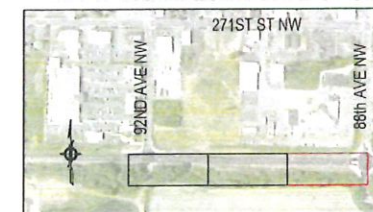


SOUTH TRAIL EDGE PROFILE
H 1" = 20', V 1" = 5'

GENERAL NOTES

- 1) ALIGNMENT A DELINEATES THE EXTENSION LIMITS OF THE SHOULDER FROM SR 532. CONTRACTOR SHALL GRADE FROM EDGE OF PAVEMENT TO ALIGNMENT A LOCATION AT A 2% CROSS SLOPE AS SHOWN IN THE SECTIONS. THIS MAINTAINS A MINIMUM 8' SHOULDER SECTION FROM THE SR 532 FOG LINE.
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- 4) THE RETAINING WALL FACE DOES NOT FOLLOW THE C ALIGNMENT AND IS BATTERED SO THE BOTTOM IS NOT A CONSTANT OFFSET. THE CONTRACTOR SHALL SET THE BLOCKS SUCH THAT THE TOP OF WALL MAINTAINS A CONSTANT OFFSET AS SHOWN IN THE SECTIONS.

VICINITY MAP



CITY OF STANWOOD
SR 532 FLOOD BERM AND
BIKE/PEDESTRIAN PATH

PLAN AND PROFILE 3



NO.	DATE	DESCRIPTION	BY	CHK
1	07/20/17	Revised per NCDOT Comments	AIL	ERH
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NO.	DATE	DESCRIPTION	BY	CHK
1	07/20/17	Revised per NCDOT Comments	AIL	ERH
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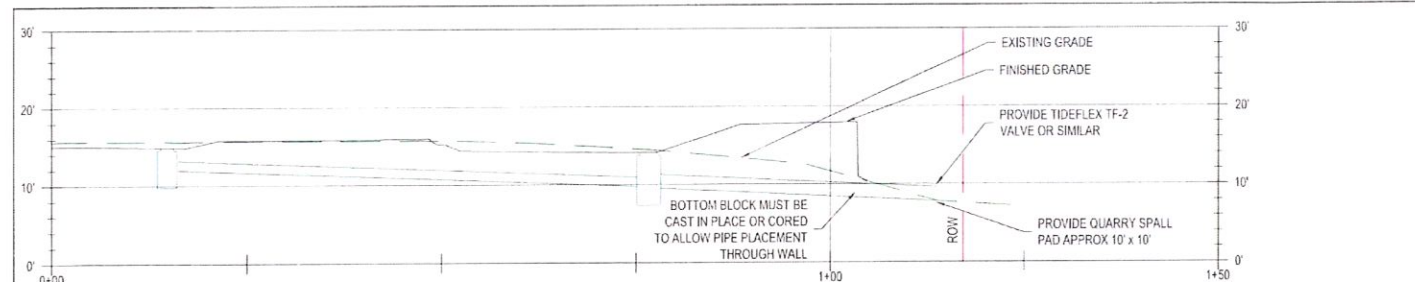
EXHIBIT B

IC 1-31-14824

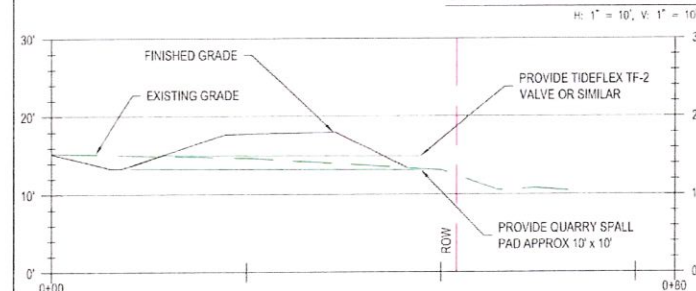
TR-01-13691

City of Stanwood

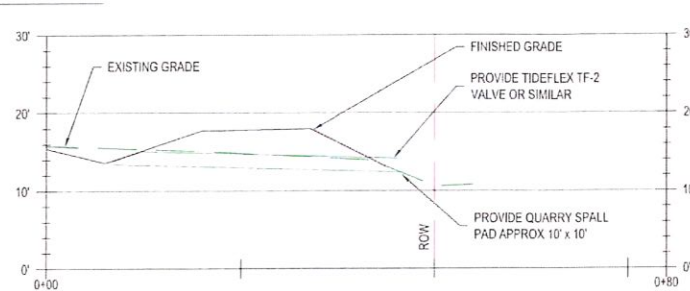
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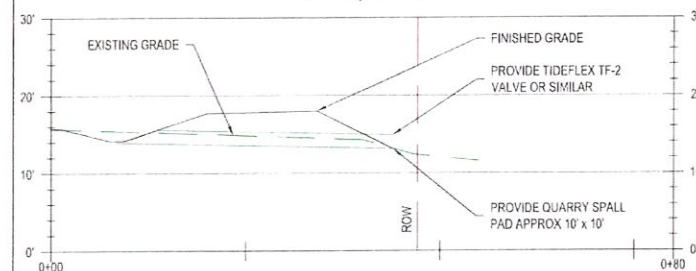
CATCH BASIN ALIGNMENT PROFILE



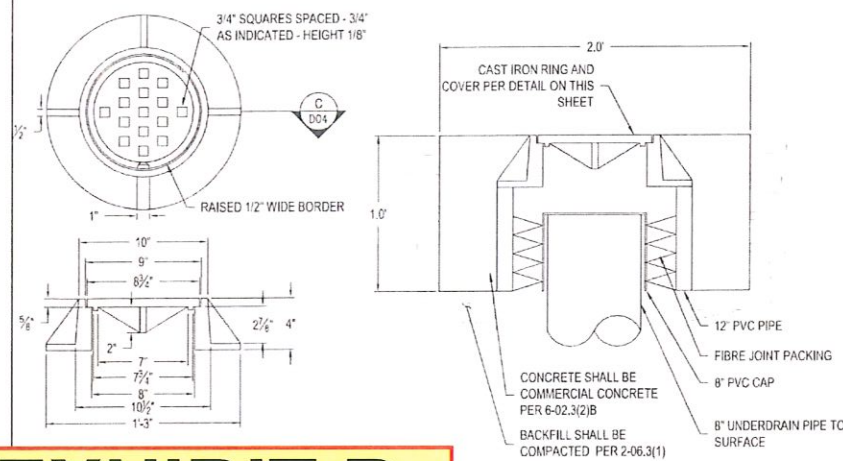
CULVERT 1 ALIGNMENT PROFILE



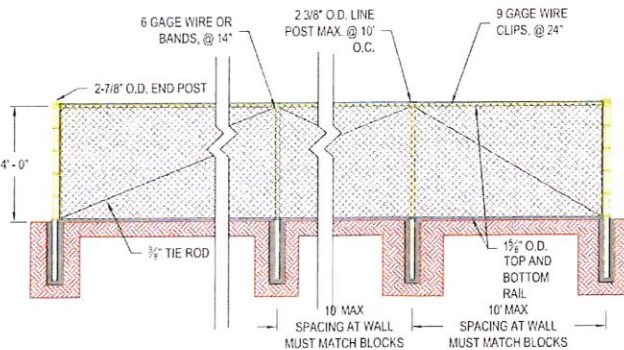
CULVERT 2 ALIGNMENT PROFILE



CULVERT 3 ALIGNMENT PROFILE

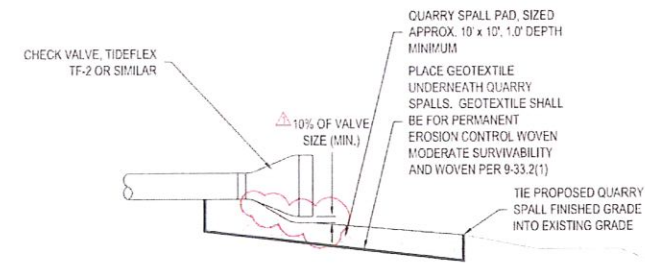


FORM CLEANOUT ADJUSTMENT

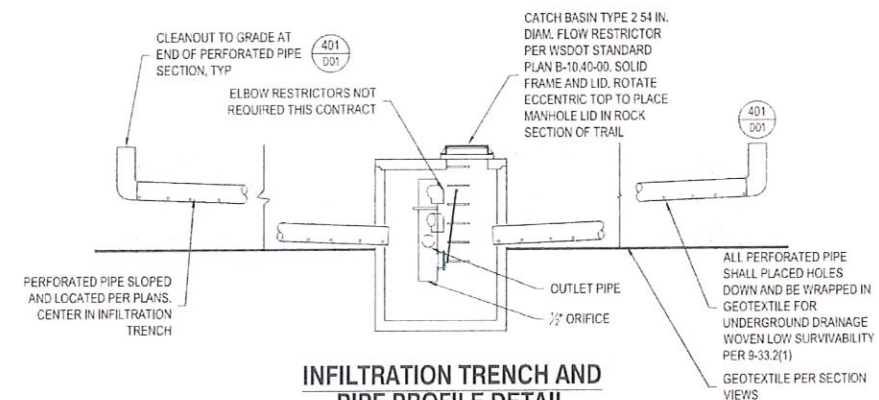


POST HOLE CONCRETE	GATE POSTS & END POSTS	LINE POSTS
MINIMUM DEPTH = 36"	24" POST Ø	12"
MINIMUM DIAMETER = 24" POST Ø	3" BELOW	3" BELOW
MINIMUM BELOW POST = 3" BELOW		

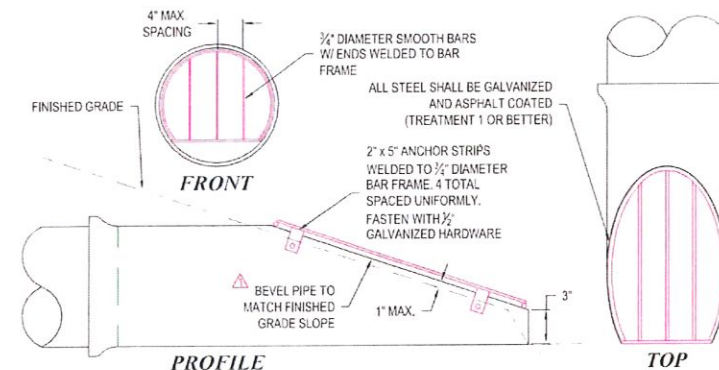
CHAINLINK FENCE DETAIL



QUARRY SPALL AND CHECK VALVE DETAIL



INFILTRATION TRENCH AND PIPE PROFILE DETAIL



DEBRIS CAGE DETAIL

- FENCING NOTES**
- 1) FENCE FABRIC SHALL BE SECURED TO GATE FRAMES WITH KNUCKLED SELVAGE ALONG TOP EDGE.
 - 2) SECTION 9-16.1(1) SHALL BE SUPPLEMENTED WITH THE FOLLOWING: IN ADDITION TO MEETING THE COATING AND MATERIAL REQUIREMENTS OF SECTION 9-16 OF THE STANDARD SPECIFICATIONS, ALL FENCE AND GATE PARTS SHALL HAVE A BLACK VINYL CLAD COATING AND ALL PARTS MATCH IN COLOR. COATING OF FABRIC SHALL BE EXTRUDED BONDED OF 0.02 INCH THICKNESS. COATING FOR POSTS AND RAILS SHALL BE 3 MIL POWDER COAT. ALL BOLTS NUTS, AND WIRE TIES SHALL BE POWDER COATED TO MATCH THE COLOR OF THE FENCE FABRIC.
 - 3) CONTRACTOR SHALL PLACE POSTS WITHIN THE TOP RETAINING WALL BLOCK. POSTS SHALL BE PLACED WITHIN THE GEOGRID REINFORCEMENT HOLE AND GROUTED. SOME CORING OF BLOCKS MAY BE NECESSARY.



REVISIONS	DATE	DESCRIPTION
07/25/17	Revised Per WSDOT Comments	
08/11/17	Revised Per WSDOT Comments	

SCALE SHOWN	SHEET NO.
D01	10

EXHIBIT B

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TR-01-13691

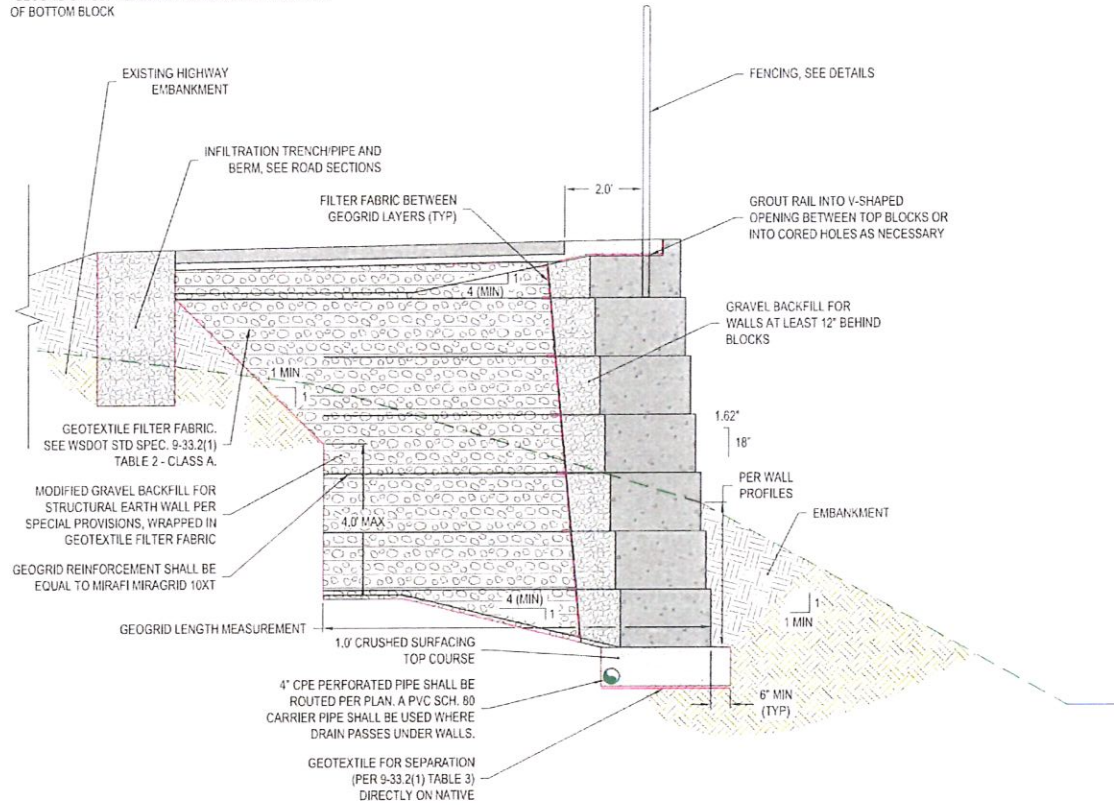
City of Stanwood

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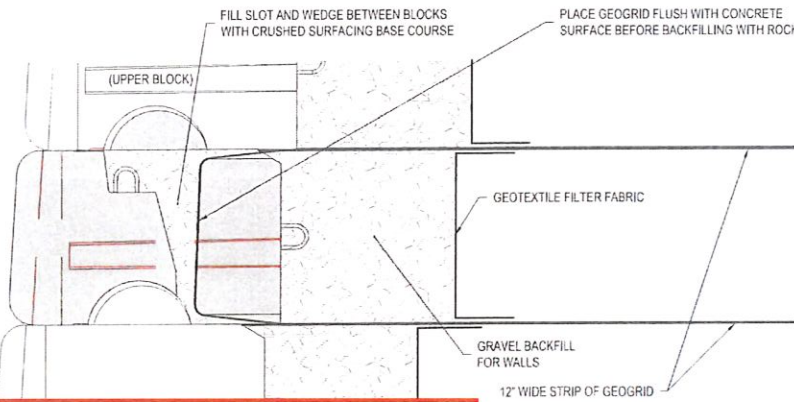
GEOGRID LENGTH OFFSET*				
GEOGRID ELEVATION	7 BLOCK WALL	6 BLOCK WALL	5 BLOCK WALL	
18.0' (TOP LAYER)	14.0'	13.0'	12.0'	
16.5'	14.0'	13.0'	12.0'	
15.0'	10.0'	10.0'	10.0'	
13.5'	10.0'	10.0'	10.0'	
12.0'	10.0'	10.0'	10.0'	
10.5'	10.0'	10.0'	10.0'	
9.0'	10.0'	10.0'	10.0'	
7.5'	10.0'	-	-	

*GEOGRID OFFSET MEASURED HORIZONTALLY FROM FACE OF BOTTOM BLOCK

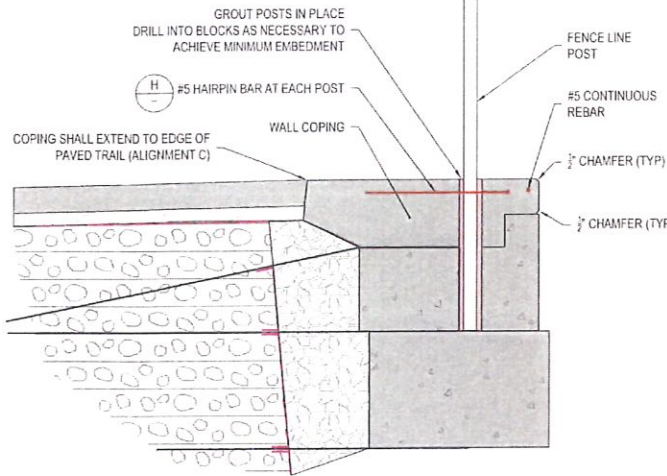
UNSATURATED FOUNDATION SOIL
THE ENGINEER SHALL WITNESS PROOFROLLING OF NATIVE MATERIAL AT WALL SUBGRADE. AT THE DISCRETION OF THE ENGINEER, THE CONTRACTOR SHALL OVEREXCAVATE AND BUILD UP THE FOUNDATION AS DIRECTED IN THE SPECIAL PROVISIONS.



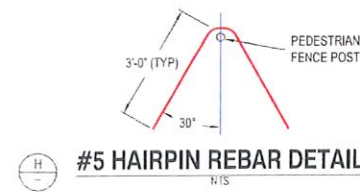
MSE WALL SECTION
N.T.S.



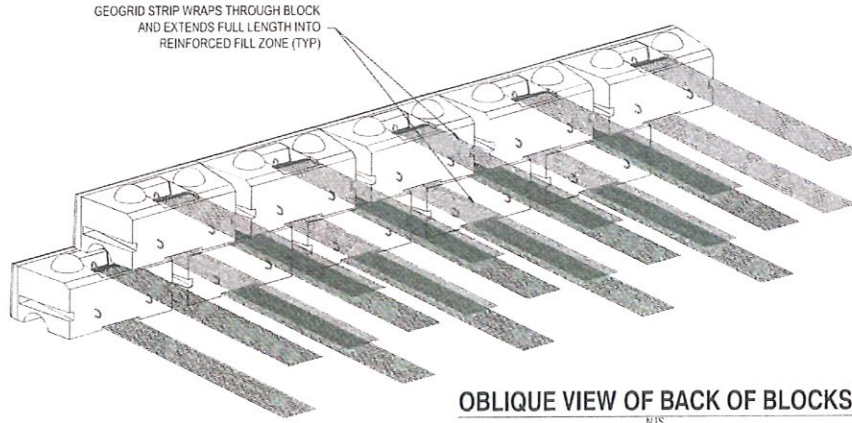
- NOTES:
1. CAST IN PLACE COPING SHALL HAVE FORM LINER MATCHING THE FACING AND TEXTURE OF THE PRECAST BLOCKS.
 2. CAST IN PLACE COPING SHALL HAVE EXPANSION JOINTS AT 15' O.C.



WALL COPING DETAIL
N.T.S.

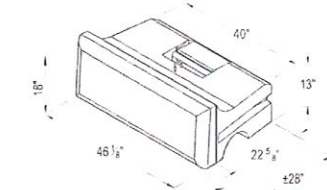


#5 HAIRPIN REBAR DETAIL
N.T.S.

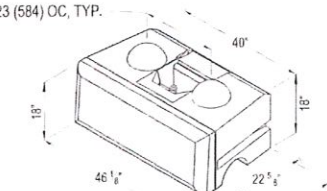


OBlique VIEW OF BACK OF BLOCKS
N.T.S.

28" (710mm) PC TOP	Cobble / Limestone	Ledgestone
Face Texture:	1167 lb (529 kg)	1096 lb (497 kg)
Block Weight:	8.16 ft³ (0.231 m³)	7.66 ft³ (0.217 m³)
Block Volume:	15.3" (388 mm)	14.6" (372 mm)
Center of Gravity:		

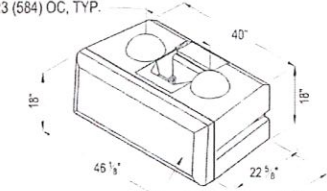


28" (710mm) PC MIDDLE	Cobble / Limestone	Ledgestone
Face Texture:	1518 lb (689 kg)	1447 lb (656 kg)
Block Weight:	10.62 ft³ (0.301 m³)	10.12 ft³ (0.287 m³)
Block Volume:	14.2" (360 mm)	13.6" (346 mm)
Center of Gravity:		



SHEAR KNOBS @ 23 (584) OC, TYP.

28" (710mm) PC BOTTOM	Cobble / Limestone	Ledgestone
Face Texture:	1622 lb (736 kg)	1551 lb (703 kg)
Block Weight:	11.34 ft³ (0.321 m³)	10.85 ft³ (0.307 m³)
Block Volume:	14.2" (362 mm)	13.7" (349 mm)
Center of Gravity:		



SHEAR KNOBS @ 23 (584) OC, TYP.

BLOCK WALL GENERAL NOTES

1. Units for dimensions are inches, typical unless noted otherwise.
2. Center of Gravity is measured from the back of block.
3. Actual block volumes and weights may vary.
4. Weights are based upon a concrete density of 143 lb/ft³.
5. Blocks contain a vertical slot for a 12" strip of geogrid soil reinforcement.
6. Interface Shear knobs are typically 10" diameter by 4" tall. Smaller knob diameters are available.



CITY OF STANWOOD
SR 532 FLOOD BERM AND
BIKE/PEDESTRIAN PATH
WALL DETAILS



NO.	DATE	DESCRIPTION	BY	REV
1	01/27/17	ISSUED FOR PERMITS	RHH	1
2	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	2
3	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	3
4	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	4
5	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	5
6	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	6
7	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	7
8	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	8
9	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	9
10	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	10
11	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	11
12	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	12
13	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	13
14	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	14
15	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	15
16	01/27/17	REVISED FOR BLOCK WEIGHTS	RHH	16
17	01/27/17	REVISED FOR BLOCK VOLUMES	RHH	17

SCALE: SHOWN

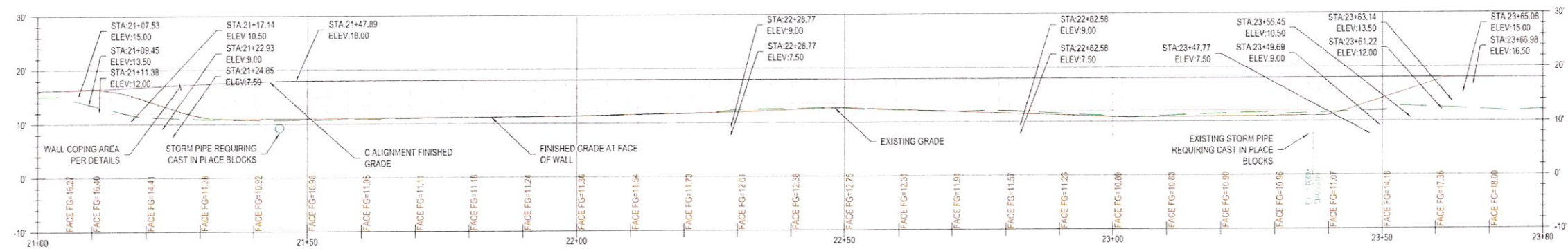
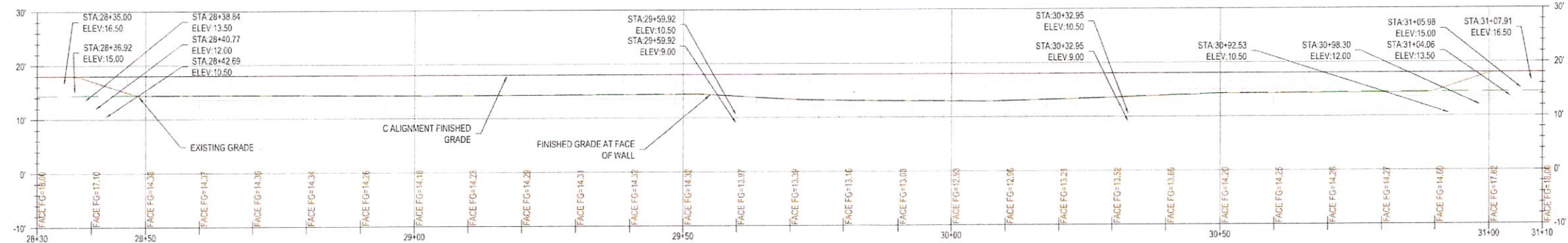
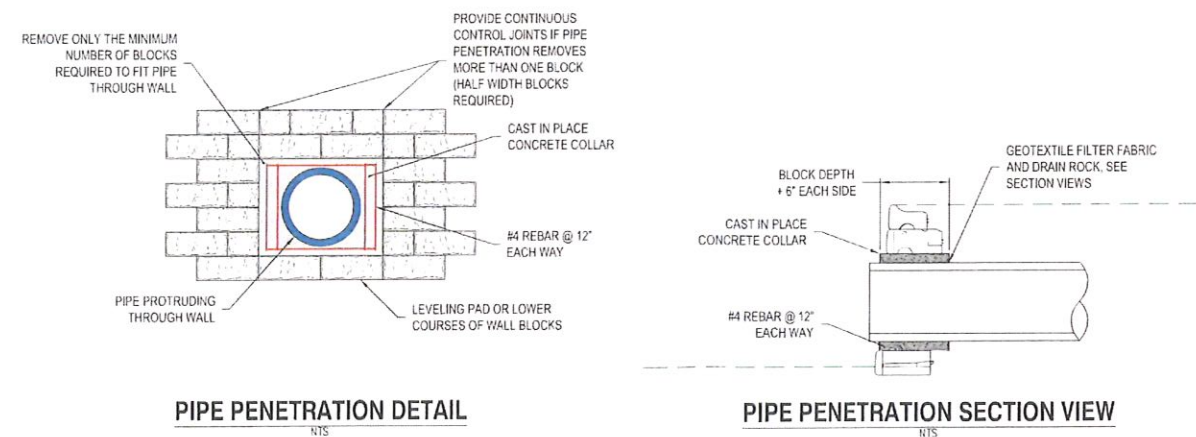
DRAWING IS FULL SCALE UNLESS OTHERWISE NOTED

DWG NO. D02 SHEET NO. 11 OF 17

EXHIBIT B

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1. WALL DESIGN IS BASED ON SPECIFIC BLOCK MEASUREMENTS. BLOCKS ORDERED MUST MATCH MEASUREMENTS PROVIDED ON DWG D02.
2. REINFORCEMENT NOT SHOWN ON THESE SHEETS OR FENCING, FENCING AND REINFORCING MUST BE INSTALLED PER PREVIOUS PLAN SHEETS.
3. FACE FG ELEVATIONS ARE PROVIDED TO ENSURE THE MINIMUM FILL REQUIREMENTS ALONG THE FACE OF THE WALL ARE PROVIDED. IN ADDITION, GRADING MUST BE COMPLETED BEFORE ENTERING ANY WETLAND AREAS AND BOTTOM BLOCK ELEVATION SHOWN IS REQUIRED TO ACCOMMODATE BOTH MAXIMUM FILL SLOPES AND CONSTRUCTION STAYING OUT OF CRITICAL AREAS AND WITHIN RIGHT OF WAY.


$$H: 1'' = 10', V: 1'' = 10'$$

$$H: 1^* = 10^*, V: 1^* = 10^*$$


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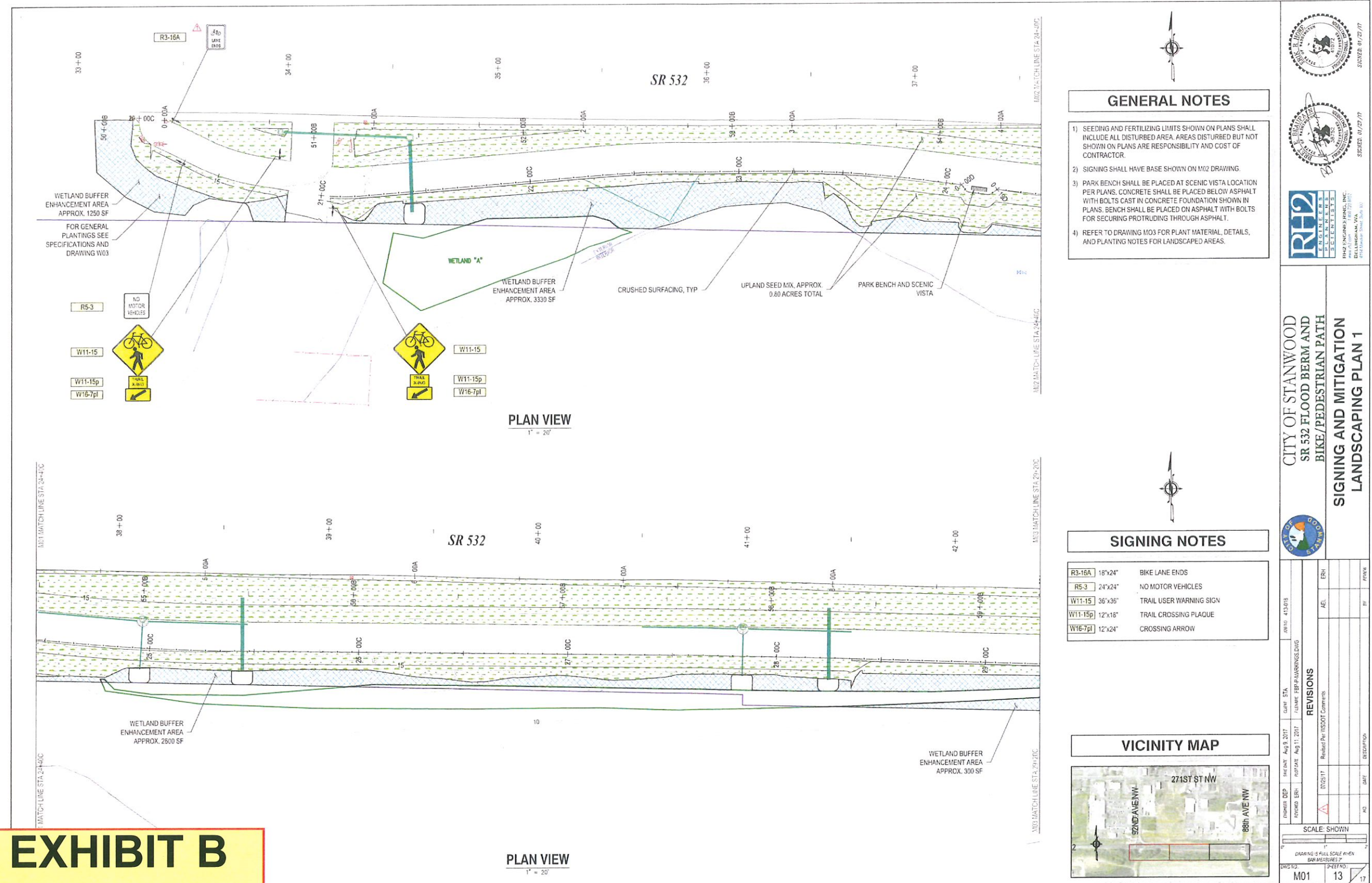
EXHIBIT B

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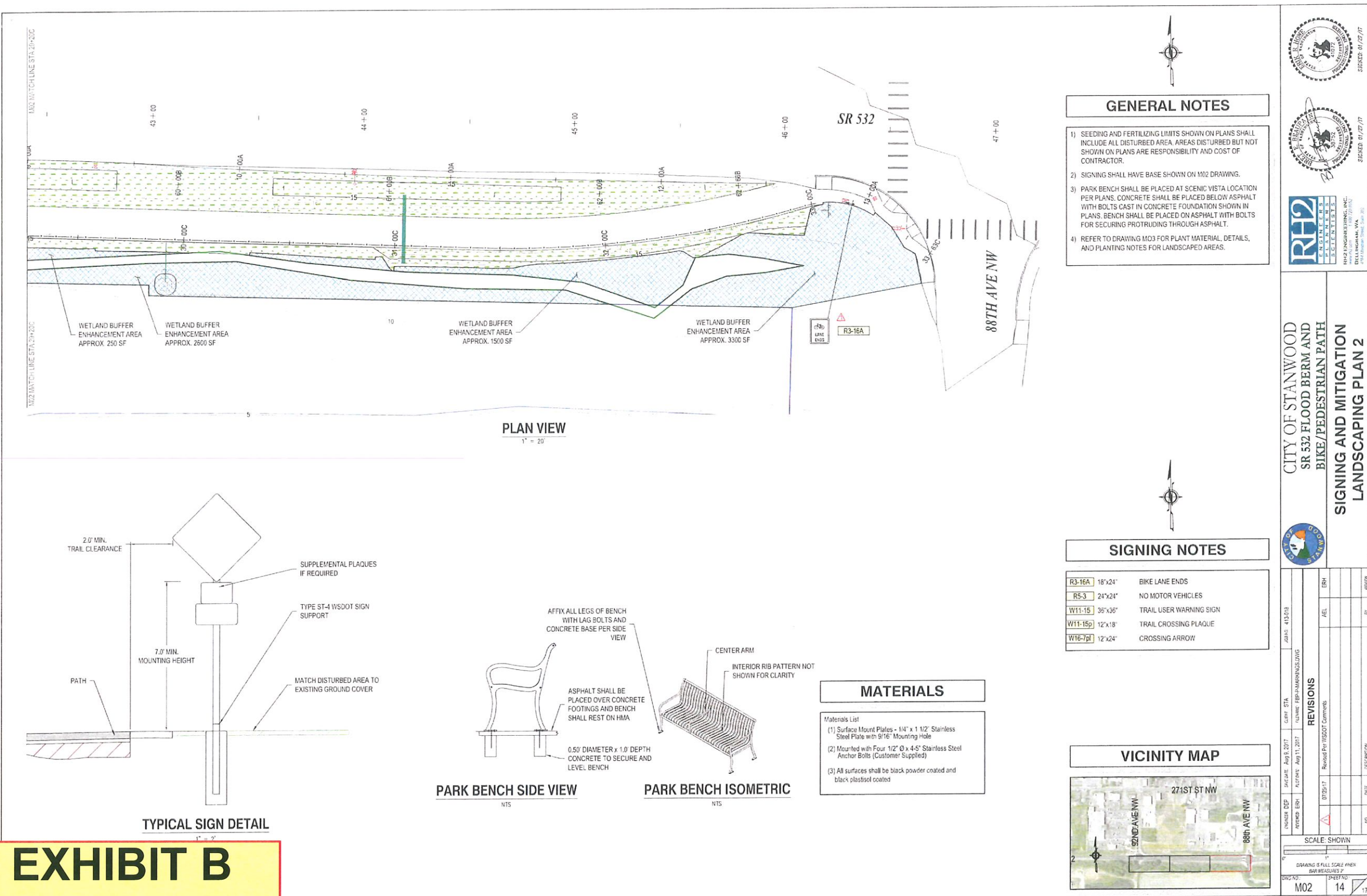


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WETLAND BUFFER ENHANCEMENT PLANTING NOTES

GENERAL PLANTING NOTES:

ALL AREAS DISTURBED BY CONSTRUCTION, INCLUDING FLOOD BERM SIDE SLOPES, CLEARING/GRADING AREAS, AND BUFFER ENHANCEMENT AREAS SHALL BE REVEGETATED. PLANTING SHALL BE COMPLETED BY A LOCAL LANDSCAPE CONTRACTOR WITH AT LEAST 5 YEARS OF EXPERIENCE IN NATIVE PLANT AND SENSITIVE AREAS RESTORATION. FALL PLANT INSTALLATION IS PREFERRED, SPECIFICALLY BETWEEN SEPTEMBER 15TH AND NOVEMBER 15TH.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING A PRE-PLANTING MEETING, SUCCESSFUL PLANT INSTALLATION, CITY ACCEPTANCE POST-PLANTING, AND CARE OF THE SITE FOR THE ONE-YEAR PLANT ESTABLISHMENT PERIOD. FOLLOWING THE PLANT ESTABLISHMENT PERIOD, THE CITY WILL ASSUME CARE OF THE SITE.

MITIGATION SEQUENCING:

MITIGATION SHALL BE COMPLETED IN THE FOLLOWING SEQUENCE:

- THE CONTRACTOR SHALL SECURE ALL PLANT MATERIAL AND SOILS PRIOR TO BEGINNING WORK ON THE MITIGATION PLAN. SUBMIT BID NURSERY SHEET AND SOIL SAMPLES TO THE CITY FOR APPROVAL.
 - THE CONTRACTOR SHALL NOTIFY THE CITY 72 HOURS IN ADVANCE OF ANTICIPATED MITIGATION ACTIVITIES. A MEETING SHALL BE HELD ON-SITE PRIOR TO COMMENCEMENT OF MITIGATION ACTIVITIES AND WILL INCLUDE THE WETLAND PROFESSIONAL, ENGINEER, THE SELECTED CONTRACTOR, AND THE CITY. THE APPROVED PLANS AND SPECIFICATIONS WILL BE REVIEWED TO ENSURE THAT ALL PARTIES INVOLVED UNDERSTAND THE INTENT OF THE CONSTRUCTION DOCUMENTS, SPECIFICATIONS, SITE ENVIRONMENTAL CONSTRAINTS, SEQUENCES, AND INSPECTION REQUIREMENTS.
 - RETAIN ALL HEALTHY, NATIVE TREES, SHRUBS AND GROUND COVER IN THE MITIGATION AREA (E.G., RED ALDER TREES AND SAPLINGS, ETC.). VEGETATION TO BE RETAINED SHALL BE PROTECTED FROM REMOVAL, TRAMPLING, OR OTHER IMPACT DURING CONSTRUCTION. MANUALLY CLEAR BLACKBERRY AND OTHER NON-NATIVE/INVASIVE PLANT SPECIES IN THE MITIGATION AREA. REMOVE ABOVEGROUND PLANT PARTS AND ROOT MASS AND DISPOSE OFFSITE. CLEARING IS PREFERRED IN THE LOW-FLOW SEASON (JULY 15TH TO SEPTEMBER 15TH). CONTRACTOR SHALL AVOID THE USE OF MECHANIZED EQUIPMENT IN THE MITIGATION AREA, TO THE EXTENT PRACTICABLE.
 - AUGMENT SOILS IN THE MITIGATION AREA PER THE DETAILS ON THIS SHEET. TILL IN 6 INCHES OF TOPSOIL INTO THE UPPER 6 INCHES OF NATIVE SOILS, FOLLOWED BY A MULCH THROUGHOUT THE MITIGATION AREA 4 INCHES HIGH. PLANTINGS WILL HAVE MULCH WATERING BASINS TO AID IN COLLECTION OF NATURAL PRECIPITATION.
 - IF THE CONTRACTOR IS UTILIZING AN ABOVEGROUND IRRIGATION SYSTEM, INSTALL SYSTEM AND ENSURE IT IS FULLY FUNCTIONAL PRIOR TO SEEDING AND PLANT INSTALLATION.
 - CONTRACTOR SHALL INSTALL PLANT MATERIAL USING THE SPECIFIED PLANTS AND PLANTING DETAILS. PLANTING SHALL BE COMPLETED BY HAND, PER THE ON-SITE DIRECTION OF THE WETLAND BIOLOGIST OR CITY STAFF. ANY DEVIATIONS FROM THE PLANTING PLAN MUST BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
 - PLANTING IN CLUSTERS IS PREFERRED IN THE MITIGATION AREA TO MIMIC NATURAL, ASYMMETRIC PATTERNS IN ADJACENT NATURAL SYSTEMS AND FACILITATE MAINTENANCE OF THE MITIGATION AREA TO ESTABLISH REPLACEMENT PLANTINGS AND OUT-COMPETE INVASIVE SPECIES. PLANTING LOCATIONS SHOULD BE MODIFIED AS NEEDED TO ACCOMMODATE EXISTING NATIVE VEGETATION AND FINAL DESIGN.
- ALL PLANTINGS SHALL BE THOROUGHLY WATERED IN FOLLOWING INSTALLATION. WATER PLANTS NO LESS THAN TWICE A WEEK FOR 15 MINUTES DURING THE FIRST WEEK OF INSTALLATION. WATERING SHALL CONTINUE AT A RATE SUFFICIENT TO ENSURE PLANTINGS BECOME ESTABLISHED UNTIL FALL RAINS CAN PROVIDE SUFFICIENT WATER FOR NEW PLANTINGS.
- HAND-PAKED, MULCH WATERING BASINS, MEASURING A MINIMUM OF 3-FEET IN DIAMETER AND 4 INCHES HIGH, SHALL BE CONSTRUCTED AROUND ALL PLANTINGS. THE CONTRACTOR SHALL LABEL INSTALL ED PLANTINGS WITH METAL IDENTIFICATION TAGS, OR THE EQUIVALENT. ONE IN FOUR OF EACH PLANT SPECIES WILL BE LABELED THROUGHOUT THE MITIGATION AREA.
- THE CONTRACTOR SHALL NOTIFY THE CITY UPON COMPLETION OF PLANT INSTALLATION TO ARRANGE FOR AN INSPECTION OF THE MITIGATION AREA. ANY CORRECTIONS, SUBSTITUTIONS OR MISSING ITEMS WILL BE ADDRESSED IN WRITING TO THE CONTRACTOR ALONG WITH A SCHEDULE TO ADDRESS THOSE ITEMS.
 - THE CONTRACTOR SHALL WARRANT ALL PLANT MATERIAL TO REMAIN HEALTHY AND ALIVE AND SHALL MAINTAIN THE SITE IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PLANT ESTABLISHMENT PERIOD. DURING THIS PERIOD, THE CONTRACTOR SHALL ENSURE MAINTENANCE ACTIVITIES ARE CARRIED OUT PER THE MAINTENANCE PLAN. FOLLOWING THE INITIAL PLANT ESTABLISHMENT PERIOD, THE CITY WILL ASSUME RESPONSIBILITY FOR SITE MAINTENANCE.

IRRIGATION:

DEPENDING ON THE TIMING OF PLANT INSTALLATION WITHIN THE PREFERRED PLANTING WINDOW, THE CONTRACTOR AND THE CITY MAY ELECT TO PROVIDE SUPPLEMENTAL WATERING FOR INITIAL PLANT ESTABLISHMENT USING A WATER TRUCK. IF A WATER TRUCK IS NOT PREFERRED, THE CONTRACTOR WILL DESIGN A TEMPORARY, ABOVE-GROUND IRRIGATION SYSTEM FOR THE ENTIRE MITIGATION AREA. THE IRRIGATION SYSTEM WILL PROVIDE SUPPLEMENTAL WATERING REQUIREMENTS FOR NEWLY INSTALLED VEGETATION AND DURING THE DRY SEASON (JULY 1ST THROUGH OCTOBER 15TH) FOR A MINIMUM OF 2 YEARS FOLLOWING INSTALLATION. TREES SHALL RECEIVE A MINIMUM OF 2 INCHES OF WATER PER WEEK AND SHRUBS SHALL RECEIVE A MINIMUM OF 1 INCH OF WATER PER WEEK. AT A MINIMUM, WATER SHALL BE SUPPLIED TO NEW PLANTINGS IN THE DRY SEASON, BUT MAY ALSO BE SUPPLIED THROUGHOUT THE YEAR AS NEEDED BASED ON WEATHER CONDITIONS. APPLICATION RATES MAY NEED TO BE ADJUSTED TO MATCH ON-SITE PLANTING NEEDS AND THE CONTRACTOR SHALL WORK WITH THE CITY TO MODIFY RATES AS NEEDED. THE CITY WILL ASSUME OPERATION OF THE IRRIGATION SYSTEM FOLLOWING THE PLANT ESTABLISHMENT PERIOD.

MAINTENANCE AND MONITORING:

MAINTENANCE AND MONITORING ACTIVITIES FOR THE MITIGATION SITE SHALL BEGIN FOLLOWING SITE ACCEPTANCE BY THE CITY. THESE ACTIVITIES SHALL BE COMPLETED PER THE CRITICAL AREAS REPORT AND WETLAND MITIGATION PLAN FOR THE SR 532 FLOOD BERM AND BIKE/PEDESTRIAN PATH (RH2, FEBRUARY 2017 OR AS REVISED), AS WELL AS THE APPROVED PERMIT CONDITIONS. MAINTENANCE ACTIVITIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR THE DURATION OF THE PLANT ESTABLISHMENT PERIOD. THE CITY WILL COMPLETE OR CONTRACT OUT FOR MONITORING ACTIVITIES.

TOPSOIL REQUIREMENTS FOR

EXHIBIT B

IC 1-31-14824

TR-01-13691

City of Stanwood

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SHRUB PLANTING DETAIL

NOT TO SCALE

CONIFER TREE PLANTING DETAIL

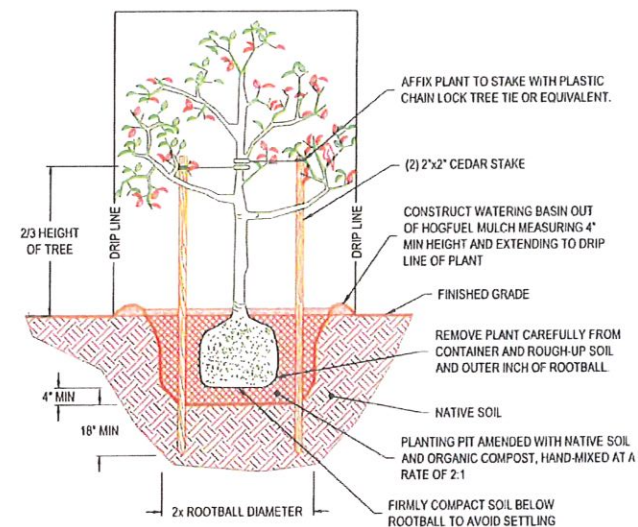
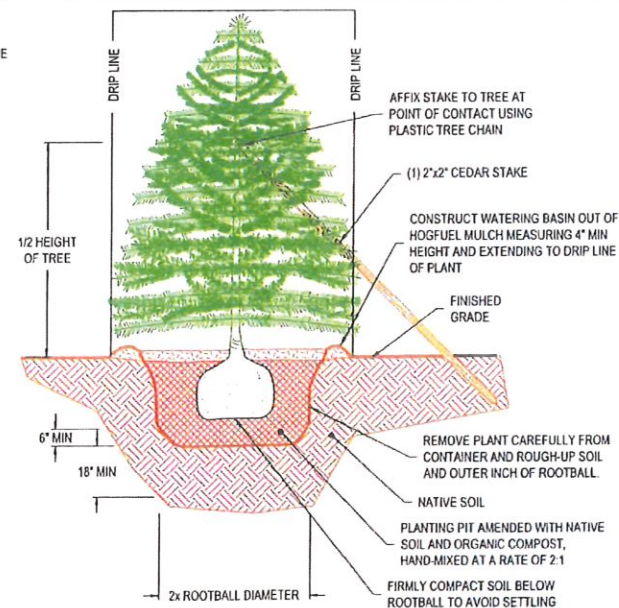
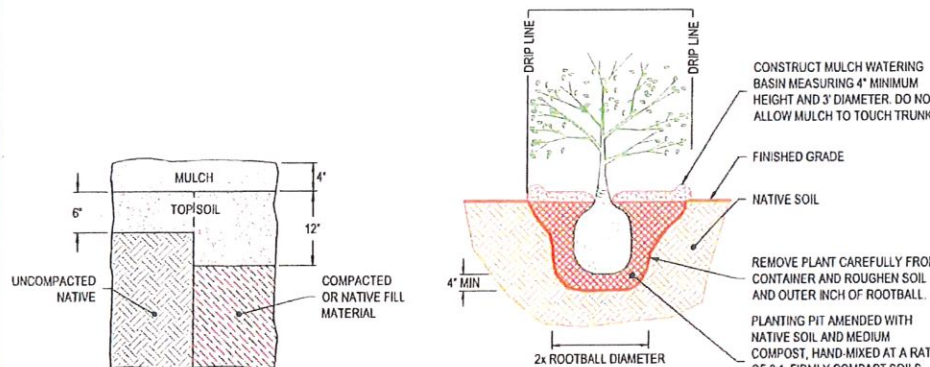
NOT TO SCALE

DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

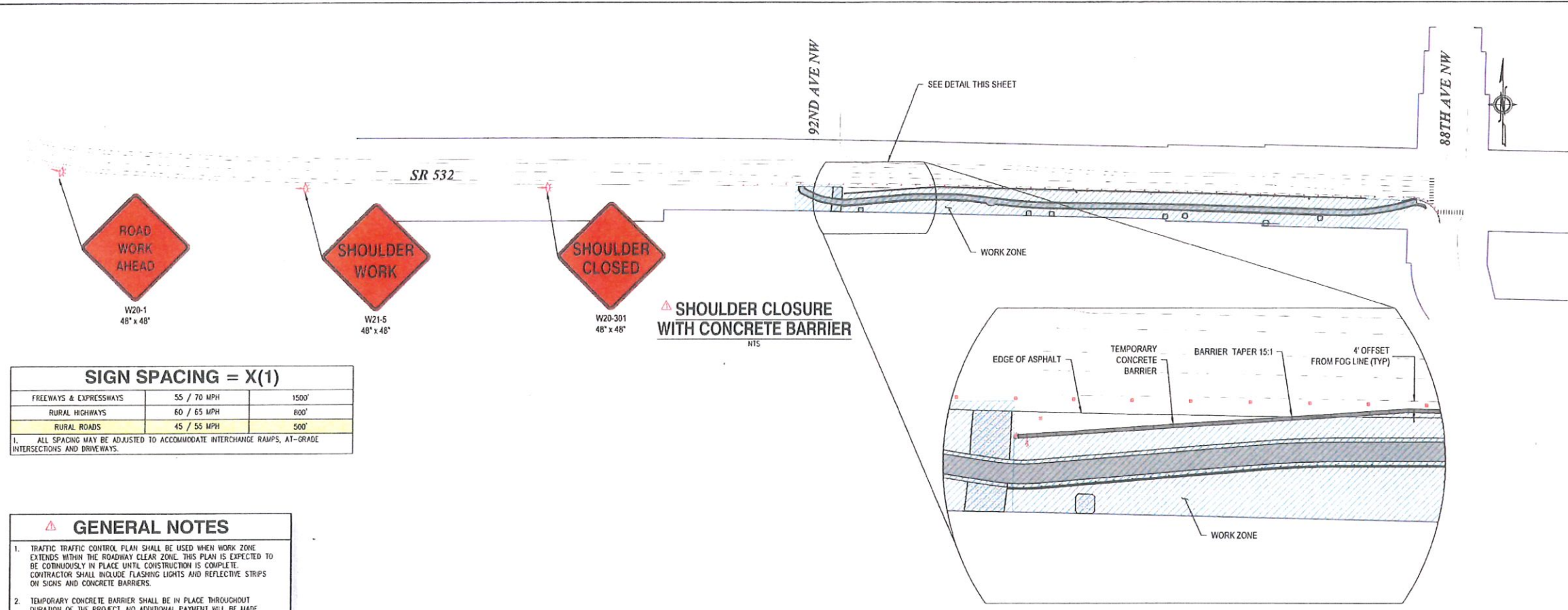
WETLAND BUFFER ENHANCEMENT (~15,130 SF, 0.35 ac)							
COMMON NAME	SCIENTIFIC NAME	QTY	SIZE	SPACING DIAMETER	PLANT INDICATOR	HEIGHT AT MATURITY	PLANTING NOTES
TREES							
CASCARA	RHAMNUS PURSHIANA	10	5 GALLON	8 FT O.C.	FAC	15-36'	PLANT THROUGHOUT THE PLANTING AREA IN GROUPS OF 2-4 OF THE SAME SPECIES, INTERSPERSED WITH PROPOSED AND EXISTING NATIVE TREE AND SHRUB VEGETATION. PLANT PER THE DETAIL ON DWG NO. M03.
QUAKING ASPEN	POPULUS TREMULOIDES	10	5 GALLON	8 FT O.C.	FACU	20-60'	
BLACK HAWTHORN	CRATAEGUS DOUGLASII	10	5 GALLON	8 FT O.C.	FAC	25-40'	
SHORE PINE	PINUS CONTORTA	10	5 GALLON	8 FT O.C.	FAC	20-35'	
RED ALDER	ALNUS RUBRA	10	5 GALLON	8 FT O.C.	FAC	UP TO 80'	
SHRUBS							
SNOWBERRY	SYMPHORICARPOS ALBUS	50	2 GALLON	6 FT O.C.	FAC	2-6'	PLANT IN UPPER ELEVATIONS OF PLANTING AREA (ADJACENT TO FLOOD BERM) AND MID ELEVATIONS INTERSPERSED WITH PROPOSED SHRUBS, IN GROUPS OF 2-4, INTERSPERSED WITH EXISTING NATIVE TREE AND SHRUB VEGETATION.
TALL OREGON GRAPE	MAHONIA AQUIFOLIUM	50	2 GALLON	6 FT O.C.	FACU	UP TO 8'	
THIMBLEBERRY	RUBUS PARVIFLORUS	50	2 GALLON	6 FT O.C.	FAC	3-8'	
SWAMP ROSE	ROSA PISOCARPA	50	2 GALLON	6 FT O.C.	FAC	3-8'	
NOOTKA ROSE	ROSA NUTKANA	30	2 GALLON	6 FT O.C.	FAC	UP TO 10'	
SERVICEBERRY	AMELANCHIER ALNIFOLIA	30	2 GALLON	6 FT O.C.	FACU	UP TO 20'	PLANT IN MID ELEVATIONS OF PLANTING AREA, IN GROUPS OF 2-4, INTERSPERSED WITH EXISTING NATIVE VEGETATION.
RED ELDERBERRY	SAMBUCUS RACEMOSA	30	2 GALLON	6 FT O.C.	FACU	UP TO 20'	
SALMONBERRY	RUBUS SPECTABILIS	30	2 GALLON	6 FT O.C.	FACW	UP TO 12'	
REDSTEM DOGWOOD	CORNUS SERICEA	30	2 GALLON	6 FT O.C.	FACW	5-20'	
SITKA WILLOW	SALIX SITCHENSIS	30	2 GALLON	6 FT O.C.	FACW	UP TO 24'	
SEED							
SEED DISTURBED AREAS OF THIS ZONE USING SPECIFIED NATIVE SEED MIX.							

UPLAND SEED MIX (0.80 AC)						
COMMON NAME	SCIENTIFIC NAME	PLANT INDICATOR	PERCENT BY WEIGHT	PERCENT PURITY	PERCENT GERMINATION	PLANTING NOTES
BLUE WILD RYE	ELYMUS GLAUCUS	FACU	30%	95%	85%	INERT/OTHER CROP: 2.5% MAX WEED SEED: 0.50% MAX; NO NOXIOUS WEEDS
RED FESCUE	FESTUCA RUBRA	FAC	30%	95%	85%	
TUFTED HAIRGRASS	DESCHAMPSIA CAESPITOSA	FACW	30%	95%	85%	SEED AT 60 PLS LBS/ACRE
RED TOP BENTGRASS	AGROSTIS GIGANTEA	FAC	10%	95%	85%	ADD NATURAL WOOD FIBER MULCH TO SEED MIX AT 35 LBS/ACRE
SEED SPECIFIED IS THE NATIVE EROSION CONTROL MIX AVAILABLE FROM DIRECT SEED SALES. CONTRACTOR TO USE THIS MIX OR EQUIVALENT.						



REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	08/08/17	Revised Per WSDOT Comments	AEI
2			ERH

SCALE: SHOWN	1" = 1'
DRAWING IS FULL SCALE WHEN BAR MEASURES 1"	
DWG NO. M03	SHEET 15 OF 17



SIGN SPACING = X(1)

FREWAYS & EXPRESSWAYS	55 / 70 MPH	1500'
RURAL HIGHWAYS	60 / 65 MPH	800'
RURAL ROADS	45 / 55 MPH	500'

1. ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.

- GENERAL NOTES**
1. TRAFFIC CONTROL PLAN SHALL BE USED WHEN WORK ZONE EXTENDS WITHIN THE ROADWAY CLEAR ZONE. THIS PLAN IS EXPECTED TO BE CONTINUOUSLY IN PLACE UNTIL CONSTRUCTION IS COMPLETE. CONTRACTOR SHALL INCLUDE FLASHING LIGHTS AND REFLECTIVE STRIPS ON SIGNS AND CONCRETE BARRIERS.
 2. TEMPORARY CONCRETE BARRIER SHALL BE IN PLACE THROUGHOUT DURATION OF THE PROJECT. NO ADDITIONAL PAYMENT WILL BE MADE FOR MOVING OR ADJUSTING BARRIER AS NEEDED THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL INSTALL IMPACT ATTENUATORS AT THE ENDS OF THE CONCRETE BARRIER RUNS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (FEET)

SHOULDER WIDTH (FEET)	POSTED SPEED (MPH)									
	25	30	35	40	45	50	55	60	65	75
8'	40	40	60	90	120	130	150	160	170	190
10'	40	60	90	90	150	170	190	200	220	240

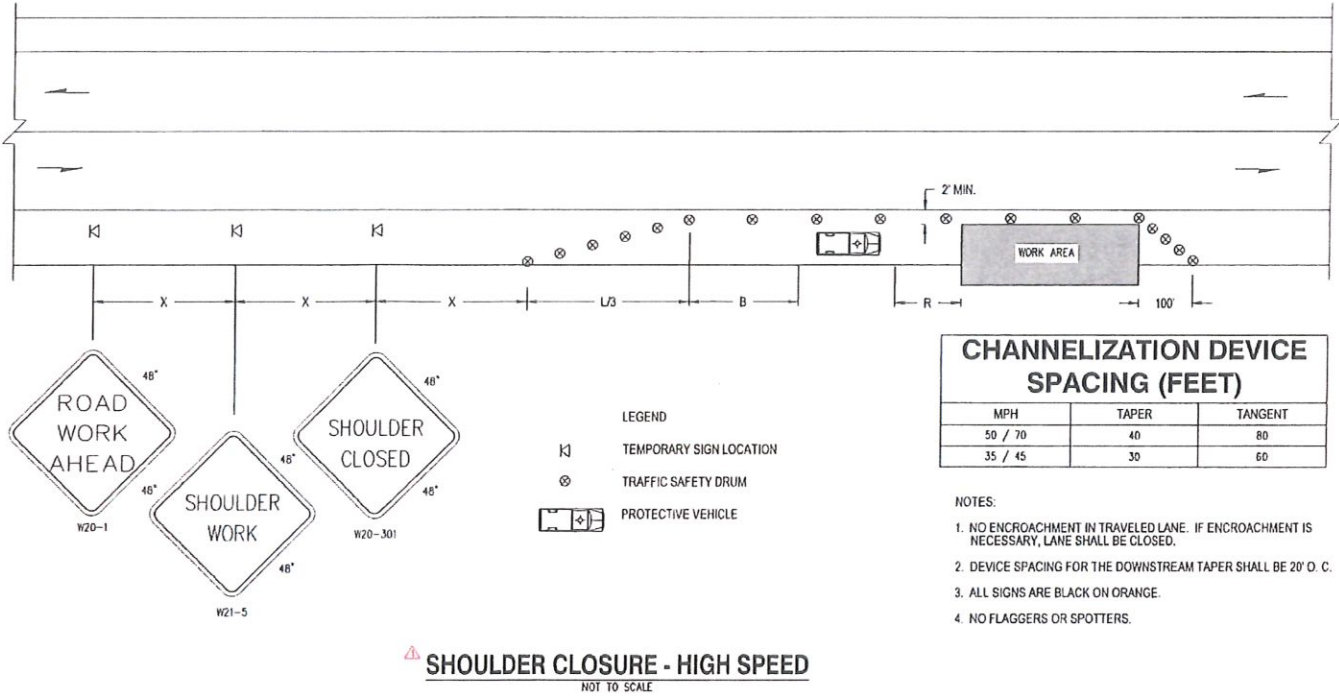
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THAN 8'.

BUFFER DATA

LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	-	-	-	-	360	425	495	570	645	730

LONGITUDINAL BUFFER SPACE = B

BUFFER VEHICLE ROLL AHEAD DISTANCE = R										
TRANSPORTABLE ATTENUATOR:	30 FEET MIN. TO 100 FEET MAX.									
MINIMUM HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.										
PROTECTIVE VEHICLE:	NO SPECIFIED DISTANCE REQUIRED									



CITY OF STANWOOD
SR 532 FLOOD BERM AND
BIKE/PEDESTRIAN PATH

RH2 ENGINEERING INC.
ENGINEERS
S.C. LICENSE # 30725
WEST WENATCHEE, WA
509.725.4100
WWW.RH2ENGINEERING.COM

SIGNED: 01/27/17
SIGNED: 01/27/17

TRAFFIC CONTROL PLAN

PROJECT: 2016	DATE: Aug 11, 2017	CLIENT: STA	DESIGN: REP/ATC/DWG
DESIGNED: ERH	DATE: Aug 11, 2017	PROJECT: SR 532	REVISIONS
			07/25/17 Revised Per WSDOT Comments
PROJECT: 2016	DATE: Aug 11, 2017	CLIENT: STA	DESIGN: REP/ATC/DWG
DESIGNED: ERH	DATE: Aug 11, 2017	PROJECT: SR 532	REVISIONS
			07/25/17 Revised Per WSDOT Comments
PROJECT: 2016	DATE: Aug 11, 2017	CLIENT: STA	DESIGN: REP/ATC/DWG
DESIGNED: ERH	DATE: Aug 11, 2017	PROJECT: SR 532	REVISIONS
			07/25/17 Revised Per WSDOT Comments

SCALE: SHOWN

DRAWING IS FULL SCALE UNLESS OTHERWISE NOTED

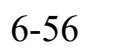
DWG NO: TC1

SHEET NO: 16

TOTAL SHEETS: 17

EXHIBIT B

IC 1-31-14824
TR-01-13691
City of Stanwood
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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: September 10, 2020

SUBJECT: Contract with Taylor's Excavators Inc. for the Heritage Park Ball Field renovation project

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A) Certified Bid Tabulation
B) Proposed Project Contract

ISSUE

The issue for council consideration is whether or not to authorize the Mayor to sign a contract with Taylor's Excavators Inc. (TayEx) for the Heritage Park baseball field renovation project including drainage and irrigation repair and/or replacement.

RECOMMENDATION

Authorize the Mayor to sign a contract with Taylor's Excavators Inc. to complete the Heritage Park Improvements related to drainage, irrigation and baseball field renovation.

SUMMARY STATEMENT

The Heritage Park ball field renovation project was advertised for bid on July 31, 2020 per the City's standard bidding procedures. Eight (8) on-time bids were received and one (1) bid was received after the cut-off time. The engineers estimate was \$1,816,443.72 and apparent low bidder is Taylor's Excavators Inc. at \$1,388,478.00. The base bid includes seeded outfields for Fields 1 and 2. A bid alternative was also requested for sod outfields. TayEx was also low bidder on the sod alternative at \$1,523,765.88.

The objective of the Heritage Park improvement project is to replace the failing field irrigation and drainage systems for Fields 1 and 2, slightly reconfigure the fields, and install new grass and dirt infields, new outfields and a warning track. Project work elements include:

- Field 1 will be constructed with a 90-foot base path (with base path pegs installed at 70 feet and 60 feet as well), while keeping the existing side and outfield fencing.
- Field 2 will be built with a 70-foot base path (with base path pegs at 65 feet and 60 feet also). The existing outfield fence will be removed and a new outfield fence will be installed with a 300 foot center field distance.

- Both fields will be fitted with a 5-foot-wide warning track in front of the outfield fencing.
- A drainage system tie-in from the Field 3 dugouts to the pump system for Field 2 and a re-grade the Field 3 infield to remove the pitcher's mound will also occur.

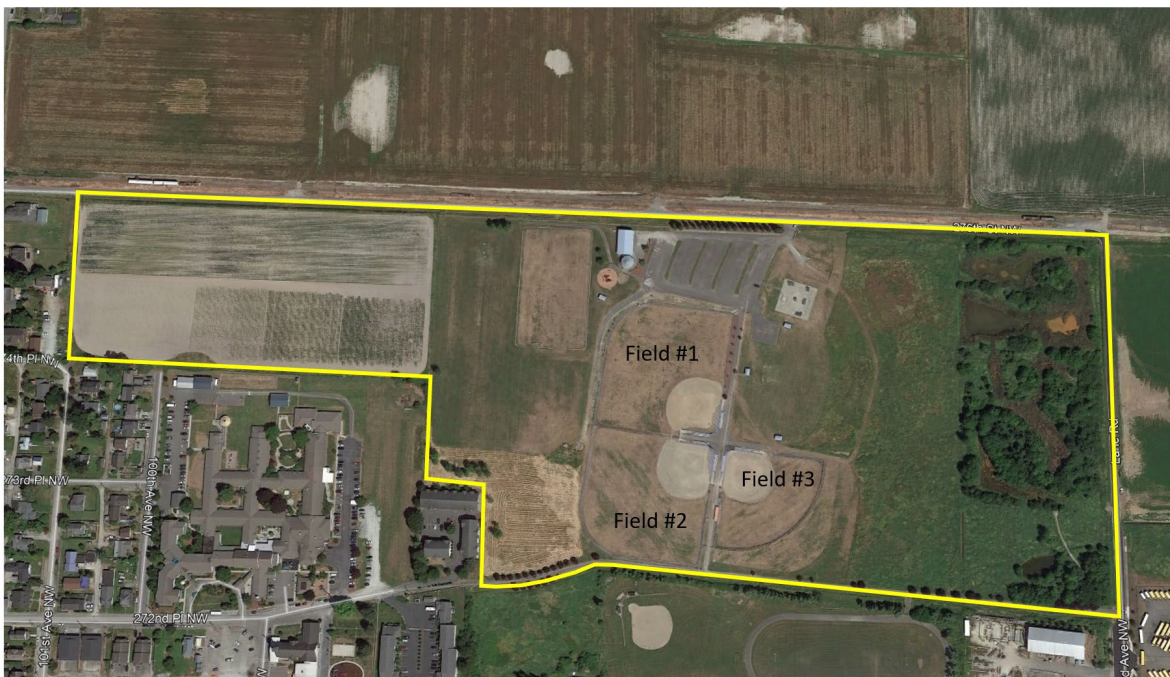
BACKGROUND

Heritage Park is 56 acre Community Park serving Stanwood, northwest Snohomish County and the Stanwood Camano School District. As part of the Heritage Park master planning process, the City identified their desire to redevelop and expand Heritage Park into a tournament quality sports field complex. To accomplish this goal, the first step is to improve the condition of the existing ball fields as they lack proper drainage and irrigation.

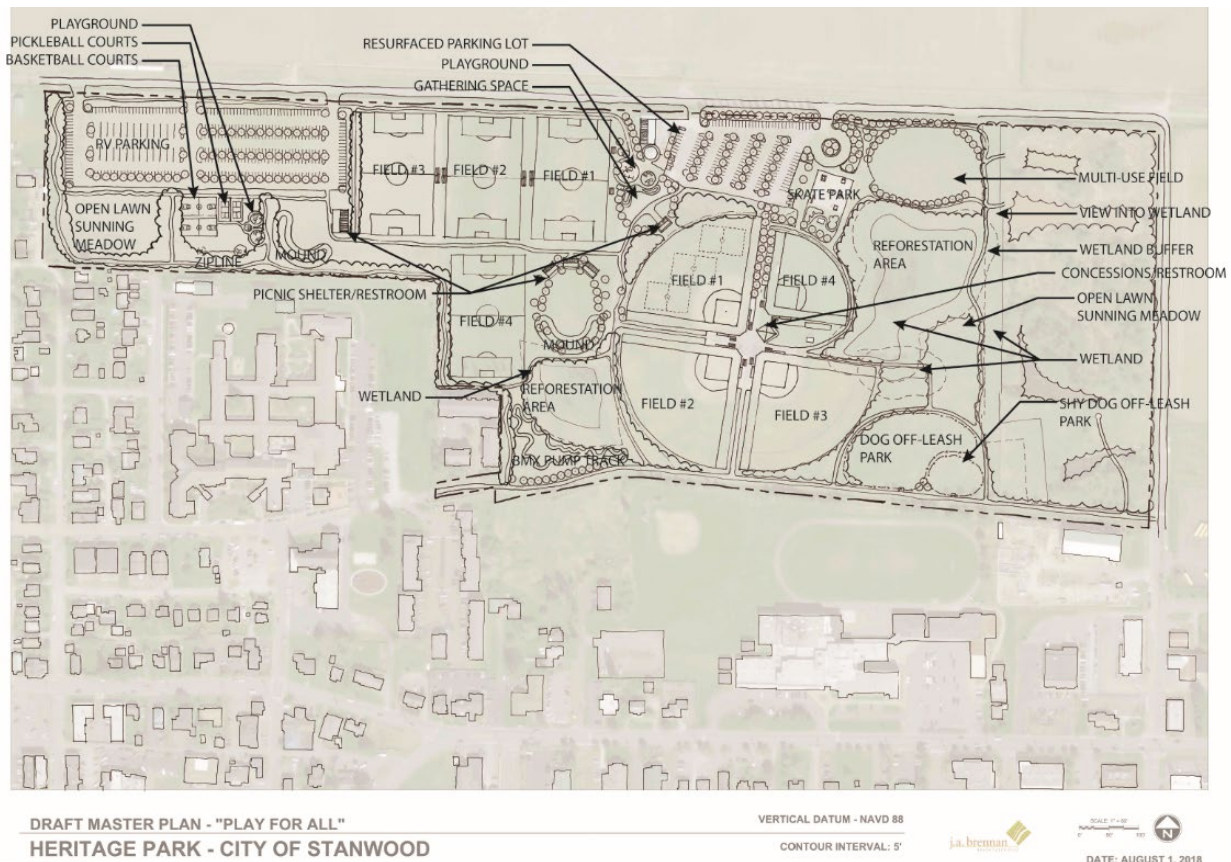
During the 2018 Recreation and Conservation Office's (RCO) grant cycle the City applied for and received a \$350,000 Youth Athletic field (YAF) grant to renovate the northwest ball field (Field #1) at Heritage Park. The original plan also included constructing a new ball field – Field # 4 to the east of Field #1.

After discussions with the Parks and Trails Advisory Committee (PTAC) and City Council, it was decided to concentrate the City's efforts on renovating the existing fields prior to building any new fields. Construction of the additional baseball and soccer fields are identified in the draft Heritage Park Master Plan and will be budgeted during the City's annual budget and capital improvement planning efforts.

Heritage Park (General Property Boundaries)



Draft Heritage Park Master Plan



FINANCIAL IMPACT

The City's 2020 budget includes \$1,070,000 for improvements to Heritage Park; this figure includes the aforementioned \$350,000 YAF grant from the Washington State Recreation and Conservation Office (RCO). An additional \$685,000.00 is being proposed in the 2021 budget for a total budget of \$1,755,000. Below is the CIP Budget Sheet for Heritage Park. To fully construct the Heritage Park Ball Field Renovation Project, funds allocated to be spent in 2021 will need to be forwarded to 2020 as the contractor has a 55 day time period to do the work.

Heritage Park Budget Summary

2019 Design Budget (Contract 2019-87)	\$62,000
2020 Construction Budget	\$1,008,000
2021 Construction Budget	\$685,000
Total Construction Budget:	\$1,755,000

As mentioned above, the engineers estimate was \$1,816,443.72, slightly higher than the budget which was prepared in 2018. The apparent low bidder is Taylor's Excavators Inc. at \$1,388,478, or approximately \$366,522 below budget. With the low bid coming in below the budgeted amount, it provides the City with the option to fund the Alternative Bid Item #1, construction management if needed, and maintain a small project contingency as shown below.

The alternative bid item is to install sod versus seeded outfields on Fields 1 and 2. By installing sod, Fields 1 and 2 will be ready for spring play in March, otherwise use of the seeded fields should not begin until at least June to allow the grass roots to get well established. Staff is recommending to fund the sod alternative.

Heritage Park Construction Budget Summary

Low Bid (Including Sales Tax)	\$1,388,500
Alternative 1 – Sod Installation on Fields 1 & 2	\$135,300
Construction Management / Inspections (10%)	\$138,850
Contingency	\$92,350
	\$1,755,000

Heritage Park CIP Sheet

Capital Budget	Previous Years	2020	2021	2022	2023	2024	2025	Total
Sources/Funding	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection
General Funds	\$ 615,053	\$ 380,000	\$ 685,000		\$ -	\$ -	\$ -	\$ 1,680,053
Grant-Youth Athletic Fields	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Grant - Snohomish County	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Transfer in - Park Impact Fees	\$ 100,000	\$ 100,000			\$ 100,000		\$ -	\$ 300,000
Transfer in - REET 1	\$ 250,582	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 250,000	\$ 600,582
Transfer in - REET 2	\$ -	\$ 200,000	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 400,000
Total Sources	\$ 965,635	\$ 1,070,000	\$ 685,000	\$ 100,000	\$ 200,000	\$ 100,000	\$ 250,000	\$ 3,370,635
Uses/Costs	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection
Design	\$ 265,635	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 265,635
Land Acquisition	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000
Ph 1: Ball field Re-Construction	\$ -	\$ 1,070,000	\$ 685,000	\$ -	\$ -	\$ -	\$ -	\$ 1,755,000
Ph 2: Parking Lot Repair	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Ph 3: Internal Loop Trail Design	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Ph 4: Internal Loop Trail Construction	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
Ph 5: New Playground Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
Ph 6: West Park Side Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
Total Uses	\$ 965,635	\$ 1,070,000	\$ 685,000	\$ 100,000	\$ 200,000	\$ 100,000	\$ 250,000	\$ 3,370,635
Capital Sources Over (Under) Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH TAYLOR'S EXCAVATORS INC. FOR THE HERITAGE PARK BALL FIELD RENOVATION PROJECT NOT TO EXCEED \$1,523,800. THIS MOTION ALSO AUTHORIZES THE MAYOR TO APPROVE USE OF THE CONSTRUCTION MANAGEMENT AND CONTINGENCY FUNDS TO ENSURE THE PROJECT IS COMPLETED PER THE INTENT OF APPROVED PLANS.



Bid Tabulation
City of Stanwood - Heritage Park Field Improvements

ATTACHMENT A

Bid Opening: August 20, 2020 at 11:00 am

Bid Item No.	Spec. Ref.	DESCRIPTION OF ITEM	QTY	UNITS	Engineer's Estimate		Taylor's Excavators, Inc.		Faber Construction Corporation		R.E. Sides Landscaping, Inc.		TriMaxx Construction, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-05	Project Record Drawings	1	LS	\$3,000	\$ 3,000	\$ 3,000.00	\$ 3,000.00	\$ 2,324.00	\$ 2,324.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
2	1-05.4	Surveying	1	LS	\$10,000	\$ 10,000	\$ 5,000.00	\$ 5,000.00	\$ 8,715.00	\$ 8,715.00	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00
3	1-07.15	Spill Prevention, Control and Countermeasures (SPCC) P	1	LS	\$1,000	\$ 1,000	\$ 1,000.00	\$ 1,000.00	\$ 1,074.00	\$ 1,074.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00
5	1-09.7	Mobilization	1	LS	\$147,000	\$ 147,000	\$ 95,000.00	\$ 95,000.00	\$ 65,714.00	\$ 65,714.00	\$ 10,000.00	\$ 10,000.00	\$ 145,000.00	\$ 145,000.00
6	2-02.5	Field No. 1 - Decommission Existing Irrigation System	1	LS	\$5,000	\$ 5,000	\$ 2,000.00	\$ 2,000.00	\$ 25,751.00	\$ 25,751.00	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00
7	2-02.5	Field No. 1 - Decommission Existing Drainage System	1	LS	\$5,000	\$ 5,000	\$ 5,000.00	\$ 5,000.00	\$ 7,772.00	\$ 7,772.00	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00
8	2-02.5	Field No. 2 - Decommission Existing Irrigation System	1	LS	\$5,000	\$ 5,000	\$ 2,000.00	\$ 2,000.00	\$ 25,751.00	\$ 25,751.00	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00
9	2-02.5	Field No. 2 - Decommission Existing Drainage System	1	LS	\$5,000	\$ 5,000	\$ 5,000.00	\$ 5,000.00	\$ 7,772.00	\$ 7,772.00	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00
10	2-03.5	Field No. 1 - Excavation to Subgrade	5,100	CY	\$8	\$ 40,800	\$ 19.00	\$ 96,900.00	\$ 23.00	\$ 117,300.00	\$ 50.00	\$ 255,000.00	\$ 33.00	\$ 168,300.00
11	7-04	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	1,520	LF	\$55	\$ 83,600	\$ 25.00	\$ 38,000.00	\$ 30.00	\$ 45,600.00	\$ 33.00	\$ 50,160.00	\$ 40.00	\$ 60,800.00
12	7-06	HDPE Pump Discharge Pipe, 2 In. Diam.	860	LF	\$20	\$ 17,200	\$ 15.00	\$ 12,900.00	\$ 35.00	\$ 30,100.00	\$ 8.00	\$ 6,880.00	\$ 20.00	\$ 17,200.00
13		Dewatering	1	LS	\$5,000	\$ 5,000	\$ 1,500.00	\$ 1,500.00	\$ 8,064.00	\$ 8,064.00	\$ 20,000.00	\$ 20,000.00	\$ 4,000.00	\$ 4,000.00
14	7-06.4	CB No. 1 - Pump System	1	LS	\$15,000	\$ 15,000	\$ 8,000.00	\$ 8,000.00	\$ 7,474.00	\$ 7,474.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
15	7-06.4	CB No. 2 - Pump System	1	LS	\$15,000	\$ 15,000	\$ 8,000.00	\$ 8,000.00	\$ 7,474.00	\$ 7,474.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
16	7-06.4	CB No. 3 - Pump System	1	LS	\$15,000	\$ 15,000	\$ 8,000.00	\$ 8,000.00	\$ 7,474.00	\$ 7,474.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
17	7-09	Shoring or Extra Trench Excavation, Cl. B	1	LS	\$500	\$ 500	\$ 500.00	\$ 500.00	\$ 2,045.00	\$ 2,045.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00
18	8-01.5	Erosion/Water Pollution Control	1	LS	\$10,000	\$ 10,000	\$ 8,500.00	\$ 8,500.00	\$ 30,310.00	\$ 30,310.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00
19	8-05	Field No. 3 - Place and Grade Surfacing Mix	70	CY	\$740	\$ 51,800	\$ 350.00	\$ 24,500.00	\$ 86.00	\$ 6,020.00	\$ 80.00	\$ 5,600.00	\$ 400.00	\$ 28,000.00
20	8-05.5	Field No. 1 - Subsurface Drainage System	1	LS	\$306,800	\$ 306,800	\$ 125,000.00	\$ 125,000.00	\$ 154,363.00	\$ 154,363.00	\$ 90,000.00	\$ 90,000.00	\$ 170,000.00	\$ 170,000.00
21	8-05.5	Field No. 1 - Place and Grade Root Zone Material	5,100	CY	\$45	\$ 229,500	\$ 43.00	\$ 219,300.00	\$ 43.00	\$ 219,300.00	\$ 56.00	\$ 285,600.00	\$ 50.00	\$ 255,000.00
22	8-05.5	Field No. 1 - Seeding & Fertilizing	11,260	SY	\$4	\$ 39,410	\$ 2.00	\$ 22,520.00	\$ 1.00	\$ 11,260.00	\$ 2.00	\$ 22,520.00	\$ 0.83	\$ 9,345.80
23	8-05.5	Field No. 1 - Place and Grade Surfacing Mix	110	CY	\$740	\$ 81,400	\$ 350.00	\$ 38,500.00	\$ 86.00	\$ 9,460.00	\$ 80.00	\$ 8,800.00	\$ 400.00	\$ 44,000.00
24	8-05.5	Field No. 1 - Field Layout	1	LS	\$4,000	\$ 4,000	\$ 2,000.00	\$ 2,000.00	\$ 1,743.00	\$ 1,743.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
25	8-05.5	Field No. 1 - Install Appurtenances	1	LS	\$2,400	\$ 2,400	\$ 4,000.00	\$ 4,000.00	\$ 7,748.00	\$ 7,748.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
26	8-05.5	Field No. 2 - Excavation to Subgrade	3,400	CY	\$8	\$ 27,200	\$ 19.00	\$ 64,600.00	\$ 23.00	\$ 78,200.00	\$ 50.00	\$ 170,000.00	\$ 33.00	\$ 112,200.00
27	8-05.5	Field No. 2 - Subsurface Drainage System	1	LS	\$212,500	\$ 212,500	\$ 78,000.00	\$ 78,000.00	\$ 103,608.00	\$ 103,608.00	\$ 70,000.00	\$ 70,000.00	\$ 115,000.00	\$ 115,000.00
28	8-05.5	Field No. 2 - Place and Grade Root Zone Material	3,400	CY	\$45	\$ 153,000	\$ 43.00	\$ 146,200.00	\$ 43.00	\$ 146,200.00	\$ 56.00	\$ 190,400.00	\$ 50.00	\$ 170,000.00
29	8-05.5	Field No. 2 - Seeding & Fertilizing	#####	SY	\$4	\$ 27,300	\$ 2.00	\$ 15,600.00	\$ 1.00	\$ 7,800.00	\$ 2.00	\$ 15,600.00	\$ 0.83	\$ 6,474.00
30	8-05.5	Field No. 2 - Place and Grade Surfacing Mix	70	CY	\$740	\$ 51,800	\$ 350.00	\$ 24,500.00	\$ 86.00	\$ 6,020.00	\$ 80.00	\$ 5,600.00	\$ 400.00	\$ 28,000.00
31	8-05.5	Field No. 2 - Fencing	560	LF	\$50	\$ 28,000	\$ 33.00	\$ 18,480.00	\$ 35.00	\$ 19,600.00	\$ 50.00	\$ 28,000.00	\$ 37.00	\$ 20,720.00
32	8-05.5	Field No. 2 - Field Layout	1	LS	\$4,000	\$ 4,000	\$ 2,000.00	\$ 2,000.00	\$ 1,743.00	\$ 1,743.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
33	8-05.5	Field No. 2 - Install Appurtenances	1	LS	\$3,200	\$ 3,200	\$ 5,500.00	\$ 5,500.00	\$ 9,649.00	\$ 9,649.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
34	8-20	CB No. 1 - Electrical	1	LS	\$6,000	\$ 6,000	\$ 7,500.00	\$ 7,500.00	\$ 40,613.00	\$ 40,613.00	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 9,000.00
35	8-20	CB No. 2 - Electrical	1	LS	\$6,000	\$ 6,000	\$ 8,000.00	\$ 8,000.00	\$ 40,613.00	\$ 40,613.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
36	8-20	CB No. 3 - Electrical	1	LS	\$6,000	\$ 6,000	\$ 15,000.00	\$ 15,000.00	\$ 40,613.00	\$ 40,613.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00
37	8-26.5	Field No. 1 - Irrigation System	1	LS	\$20,000	\$ 20,000	\$ 95,000.00	\$ 95,000.00	\$ 98,764.00	\$ 98,764.00	\$ 50,000.00	\$ 50,000.00	\$ 74,000.00	\$ 74,000.00
38	8-26.5	Field No. 2 - Irrigation System	1	LS	\$20,000	\$ 20,000	\$ 55,000.00	\$ 55,000.00	\$ 60,420.00	\$ 60,420.00	\$ 80,000.00	\$ 80,000.00	\$ 55,000.00	\$ 55,000.00
Construction Total					\$ 1,663,410		\$ 1,271,500.00		\$ 1,464,451.00		\$ 1,571,160.00		\$ 1,607,039.80	
9.2% tax					9.2% tax		\$ 116,978.00		\$ 134,729.49		\$ 144,546.72		\$ 147,847.66	
							\$ 1,388,478.00		\$ 1,599,180.49		\$ 1,715,706.72		\$ 1,754,887.46	
Percent of EE							24%		12%		6%		3%	

ALTERNATIVE BID

A-1	8-05.5	Field No. 1 - Alternate Bid Item, Sod Placement & Fertiliz	11,260	SY	\$0.00	\$ -	\$ 6.50	\$ 73,190.00	\$ 12.00	\$ 135,120.00	\$ 8.00	\$ 90,080.00	\$ 10.00	\$ 112,600.00
A-2	8-05.5	Field No. 2 - Alternate Bid Item, Sod Placement & Fertiliz	7,800	SY	\$0.00	\$ -	\$ 6.50	\$ 50,700.00	\$ 12.00	\$ 93,600.00	\$ 8.00	\$ 62,400.00	\$ 10.00	\$ 78,000.00
Construction Total					\$ 3,004,220		\$ 123,890.00		\$ 228,720.00		\$ 152,480.00		\$ 190,600.00	
9.2% tax					9.2% tax		\$ 11,397.88		\$ 21,042.24		\$ 14,028.16		\$ 17,535.20	
							\$ 135,287.88		\$ 249,762.24		\$ 166,508.16		\$ 208,135.20	



Bid Tabulation
City of Stanwood - Heritage Park Field Imp

Bid Opening: August 20, 2020 at 11:00 am

Bid Item No.	Spec. Ref.	DESCRIPTION OF ITEM	QTY	UNITS	A-1 Landscaping and Construction		SRV Construction, Inc.		Ohno - Touchdown JV		Quilceda Excavaion, Inc.		Boss Construction BID LATE: 11:02AM	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-05	Project Record Drawings	1	LS	\$ 4,200.00	\$ 4,200.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,300.00	\$ 3,300.00
2	1-05.4	Surveying	1	LS	\$ 9,878.00	\$ 9,878.00	\$ 11,450.00	\$ 11,450.00	\$ 9,500.00	\$ 9,500.00	\$ 16,800.00	\$ 16,800.00	\$ 13,200.00	\$ 13,200.00
3	1-07.15	Spill Prevention, Control and Countermeasures (SPCC) P	1	LS	\$ 3,640.00	\$ 3,640.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00
5	1-09.7	Mobilization	1	LS	\$ 98,377.00	\$ 98,377.00	\$ 94,000.00	\$ 94,000.00	\$ 130,000.00	\$ 130,000.00	\$ 140,000.00	\$ 140,000.00	\$ 121,906.00	\$ 121,906.00
6	2-02.5	Field No. 1 - Decommission Existing Irrigation System	1	LS	\$ 7,890.00	\$ 7,890.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,050.00	\$ 6,050.00
7	2-02.5	Field No. 1 - Decommission Existing Drainage System	1	LS	\$ 18,780.00	\$ 18,780.00	\$ 5,300.00	\$ 5,300.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,354.00	\$ 6,354.00
8	2-02.5	Field No. 2 - Decommission Existing Irrigation System	1	LS	\$ 8,150.00	\$ 8,150.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,050.00	\$ 6,050.00
9	2-02.5	Field No. 2 - Decommission Existing Drainage System	1	LS	\$ 19,780.00	\$ 19,780.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 14,000.00	\$ 14,000.00	\$ 6,354.00	\$ 6,354.00
10	2-03.5	Field No. 1 - Excavation to Subgrade	5,100	CY	\$ 32.00	\$ 163,200.00	\$ 39.00	\$ 198,900.00	\$ 33.50	\$ 170,850.00	\$ 47.60	\$ 242,760.00	\$ 23.05	\$ 117,555.00
11	7-04	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	1,520	LF	\$ 42.00	\$ 63,840.00	\$ 63.45	\$ 96,444.00	\$ 52.00	\$ 79,040.00	\$ 34.83	\$ 52,941.60	\$ 40.12	\$ 60,982.40
12	7-06	HDPE Pump Discharge Pipe, 2 In. Diam.	860	LF	\$ 18.00	\$ 15,480.00	\$ 27.60	\$ 23,736.00	\$ 30.00	\$ 25,800.00	\$ 28.00	\$ 24,080.00	\$ 22.39	\$ 19,255.40
13		Dewatering	1	LS	\$ 8,540.00	\$ 8,540.00	\$ 1,000.00	\$ 1,000.00	\$ 22,000.00	\$ 22,000.00	\$ 28,000.00	\$ 28,000.00	\$ 5,500.00	\$ 5,500.00
14	7-06.4	CB No. 1 - Pump System	1	LS	\$ 9,680.00	\$ 9,680.00	\$ 7,600.00	\$ 7,600.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 5,434.00	\$ 5,434.00
15	7-06.4	CB No. 2 - Pump System	1	LS	\$ 9,680.00	\$ 9,680.00	\$ 7,500.00	\$ 7,500.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 5,528.00	\$ 5,528.00
16	7-06.4	CB No. 3 - Pump System	1	LS	\$ 9,680.00	\$ 9,680.00	\$ 7,500.00	\$ 7,500.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 5,474.00	\$ 5,474.00
17	7-09	Shoring or Extra Trench	1	LS	\$ 4,580.00	\$ 4,580.00	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,100.00	\$ 1,100.00
18	8-01.5	Erosion/Water Pollution Control	1	LS	\$ 39,710.00	\$ 39,710.00	\$ 20,500.00	\$ 20,500.00	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00	\$ 30,000.00	\$ 12,982.00	\$ 12,982.00
19	8-05	Field No. 3 - Place and Grade Surfacing Mix	70	CY	\$ 245.00	\$ 17,150.00	\$ 590.00	\$ 41,300.00	\$ 275.00	\$ 19,250.00	\$ 280.00	\$ 19,600.00	\$ 78.57	\$ 5,499.90
20	8-05.5	Field No. 1 - Subsurface Drainage System	1	LS	\$ 147,840.00	\$ 147,840.00	\$ 130,650.00	\$ 130,650.00	\$ 236,000.00	\$ 236,000.00	\$ 228,508.00	\$ 228,508.00	\$ 100,920.00	\$ 100,920.00
21	8-05.5	Field No. 1 - Place and Grade Root Zone Material	5,100	CY	\$ 62.00	\$ 316,200.00	\$ 52.30	\$ 266,730.00	\$ 50.00	\$ 255,000.00	\$ 53.09	\$ 270,759.00	\$ 39.93	\$ 203,643.00
22	8-05.5	Field No. 1 - Seeding & Fertilizing	11,260	SY	\$ 0.55	\$ 6,193.00	\$ 1.40	\$ 15,764.00	\$ 0.80	\$ 9,008.00	\$ 1.64	\$ 18,466.40	\$ 1.28	\$ 14,412.80
23	8-05.5	Field No. 1 - Place and Grade Surfacing Mix	110	CY	\$ 245.00	\$ 26,950.00	\$ 600.00	\$ 66,000.00	\$ 275.00	\$ 30,250.00	\$ 280.00	\$ 30,800.00	\$ 558.00	\$ 61,380.00
24	8-05.5	Field No. 1 - Field Layout	1	LS	\$ 3,210.00	\$ 3,210.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,884.00	\$ 15,884.00
25	8-05.5	Field No. 1 - Install Appurtenances	1	LS	\$ 19,870.00	\$ 19,870.00	\$ 3,500.00	\$ 3,500.00	\$ 13,000.00	\$ 13,000.00	\$ 8,450.00	\$ 8,450.00	\$ 7,550.00	\$ 7,550.00
26	8-05.5	Field No. 2 - Excavation to Subgrade	3,400	CY	\$ 32.00	\$ 108,800.00	\$ 44.00	\$ 149,600.00	\$ 33.50	\$ 113,900.00	\$ 47.59	\$ 161,806.00	\$ 21.07	\$ 71,638.00
27	8-05.5	Field No. 2 - Subsurface Drainage System	1	LS	\$ 96,870.00	\$ 96,870.00	\$ 88,000.00	\$ 88,000.00	\$ 160,000.00	\$ 160,000.00	\$ 132,628.00	\$ 132,628.00	\$ 91,557.00	\$ 91,557.00
28	8-05.5	Field No. 2 - Place and Grade Root Zone Material	3,400	CY	\$ 62.00	\$ 210,800.00	\$ 51.60	\$ 175,440.00	\$ 50.00	\$ 170,000.00	\$ 53.09	\$ 180,506.00	\$ 41.66	\$ 141,644.00
29	8-05.5	Field No. 2 - Seeding & Fertilizing	#####	SY	\$ 0.55	\$ 4,290.00	\$ 1.50	\$ 11,700.00	\$ 0.80	\$ 6,240.00	\$ 1.64	\$ 12,792.00	\$ 1.27	\$ 9,906.00
30	8-05.5	Field No. 2 - Place and Grade Surfacing Mix	70	CY	\$ 245.00	\$ 17,150.00	\$ 590.00	\$ 41,300.00	\$ 275.00	\$ 19,250.00	\$ 280.00	\$ 19,600.00	\$ 848.57	\$ 59,399.90
31	8-05.5	Field No. 2 - Fencing	560	LF	\$ 32.00	\$ 17,920.00	\$ 34.00	\$ 19,040.00	\$ 35.00	\$ 19,600.00	\$ 38.48	\$ 21,548.80	\$ 32.56	\$ 18,233.60
32	8-05.5	Field No. 2 - Field Layout	1	LS	\$ 3,210.00	\$ 3,210.00	\$ 560.00	\$ 560.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,736.00	\$ 10,736.00
33	8-05.5	Field No. 2 - Install Appurtenances	1	LS	\$ 19,780.00	\$ 19,780.00	\$ 9,000.00	\$ 9,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,800.00	\$ 7,800.00	\$ 7,172.00	\$ 7,172.00
34	8-20	CB No. 1 - Electrical	1	LS	\$ 11,466.00	\$ 11,466.00	\$ 5,900.00	\$ 5,900.00	\$ 20,000.00	\$ 20,000.00	\$ 28,220.00	\$ 28,220.00	\$ 9,108.00	\$ 9,108.00
35	8-20	CB No. 2 - Electrical	1	LS	\$ 12,433.00	\$ 12,433.00	\$ 6,400.00	\$ 6,400.00	\$ 20,000.00	\$ 20,000.00	\$ 28,220.00	\$ 28,220.00	\$ 9,108.00	\$ 9,108.00
36	8-20	CB No. 3 - Electrical	1	LS	\$ 18,700.00	\$ 18,700.00	\$ 13,450.00	\$ 13,450.00	\$ 22,000.00	\$ 22,000.00	\$ 28,220.00	\$ 28,220.00	\$ 9,108.00	\$ 9,108.00
37	8-26.5	Field No. 1 - Irrigation System	1	LS	\$ 28,790.00	\$ 28,790.00	\$ 70,500.00	\$ 70,500.00	\$ 72,000.00	\$ 72,000.00	\$ 50,584.00	\$ 50,584.00	\$ 66,349.00	\$ 66,349.00
38	8-26.5	Field No. 2 - Irrigation System	1	LS	\$ 31,450.00	\$ 31,450.00	\$ 50,500.00	\$ 50,500.00	\$ 46,000.00	\$ 46,000.00	\$ 40,204.00	\$ 40,204.00	\$ 49,608.00	\$ 49,608.00
Construction Total					\$ 1,614,157.00		\$ 1,656,164.00		\$ 1,774,688.00		\$ 1,935,293.80		\$ 1,362,082.00	
9.2% tax					\$ 148,502.44		\$ 152,367.09		\$ 163,271.30		\$ 178,047.03		\$ 125,311.54	
					\$ 1,762,659.44		\$ 1,808,531.09		\$ 1,937,959.30		\$ 2,113,340.83		\$ 1,487,393.54	
					3%		-30%		-21%		-16%		15%	

Total on Bid \$1,539,604.25

ALTERNATIVE BID

A-1	8-05.5	Field No. 1 - Alternate Bid Item, Sod Placement & Fertiliz	11,260	SY	\$ 8.25	\$ 92,895.00	\$ 9.05	\$ 101,903.00	\$ 8.30	\$ 93,458.00	\$ 8.62	\$ 97,061.20	\$ 8.83	\$ 99,425.80
A-2	8-05.5	Field No. 2 - Alternate Bid Item, Sod Placement & Fertiliz	7,800	SY	\$ 8.35	\$ 65,130.00	\$ 9.05	\$ 70,590.00	\$ 8.30	\$ 64,740.00	\$ 3.62	\$ 28,236.00	\$ 8.83	\$ 68,874.00
Construction Total					\$ 158,025.00		\$ 172,493.00		\$ 158,198.00		\$ 125,297.20		\$ 168,299.80	
9.2% tax					\$ 14,538.30		\$ 15,869.36		\$ 14,554.22		\$ 11,527.34		\$ 15,483.58	
					\$ 172,563.30		\$ 188,362.36		\$ 172,752.22		\$ 136,824.54		\$ 183,783.38	

Total on Bid 74,344.94

CITY OF STANWOOD

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, _____ by and between the **CITY OF STANWOOD**, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and _____, a _____, and _____, a Washington _____ ("Contractor") [**LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State**].

WITNESSETH:

Whereas, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

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

1. Scope of Work.

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

Heritage Park Field Improvements, Project No. 2020-0198

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the standard specifications",
- D. ☐ City of _____ Engineering Standards (referenced but not attached)
- E. Other _____
- F. Addenda (If any)

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Public Works Contract

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

2. Time for Performance and Liquidated Damages / Termination of Contract.

A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within 40 working days after said notice to proceed, unless a different time frame is expressly provided in writing by the City.

B. If said work is not completed within the time for physical completion, the Contractor may be required at the City's sole discretion to pay to the City liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.

C. **Termination of Contract.**

1. 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.

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

3. Compensation and Method of Payment.

A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.

B. 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. Progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form.

D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

Public Works Contract

E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized 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) days thereafter.

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the City appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Snohomish County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

A. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

Public Works Contract

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 Contract 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.

7. 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

Public Works Contract

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 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 flood 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.

Public Works Contract

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 City 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. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 City 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.

Public Works Contract**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 City, 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 City 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.

Public Works Contract**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 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.

8. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.
- B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.
- C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination.

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 demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.

B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

Public Works Contract**10. Assignment and Subcontractors.**

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.

F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

H. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.

Public Works Contract

I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the City.

11. Contract Administration and Notices.

This Contract shall be administered for the City by the Insert Project Manager Name, and shall be administered for the Contractor by the Contractor's Contract Representative, _____. 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: Carly Ruacho Senior Planner City of Stanwood 10220 270th Street NW Stanwood, WA 98292 360-629-9782	To Contractor:
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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.

12. Interpretation and Venue. This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Snohomish County, Washington.

13. 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.

14. 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

Public Works Contract

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.

15. 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.

16. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first set forth above.

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

CITY OF STANWOOD

By _____
Leonard Kelley, Mayor

By _____

Approved as to form:

Attest:

, City Attorney

, City Clerk

Public Works Contract**PERFORMANCE AND PAYMENT BOND**

Bond to the City of _____ Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Stanwood** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Stanwood.

Dated at _____, Washington, this _____ day of _____, 20____.

The conditions of the above obligation are such that:

WHEREAS, the City of Stanwood has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for _____ **Project Name** _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Stanwood harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of Stanwood, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Public Works Contract

Signed this _____ day of _____, 20____.

Surety

Principal

By

By

Title

Title

Surety Address

Agent Address

Surety Contact and Phone Number

Agent Contact and Phone Number

Public Works Contract

ESCROW AGREEMENT for RETAINED PERCENTAGE*Project Name, Project XX-XX*

Escrow No.: _____

City of Lake Stevens Contract No. _____

Completion Date: _____

TO:

THIS ESCROW AGREEMENT is for the investment of the retained percentage of the above contract, in accordance with chapter 60.28 of the Revised Code of Washington. It is limited to FDIC insured Washington State Chartered Banks who are covered by the State of Washington Public Deposit Protection Act.

The undersigned, _____, (as "Contractor"), has directed the CITY OF STANWOOD (as "City"), to deliver to you its warrants which shall be payable to you and/or the contractor. The warrants are to be held and disposed of by you in accordance with the following instruction:

INSTRUCTIONS

1. Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
 - A. Bills, certificates, notes or bonds of the United States;
 - B. Other obligations of the United States or its agencies;
 - C. Obligations of any corporation wholly owned by the Government of the United States;
 - D. Indebtedness of the Federal National Mortgage Association;
 - E. Time deposits in commercial banks;
 - F. Other investments, except stocks, selected by the Contractor, subject to express prior written consent of the City.
2. The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
3. The investments must mature on or prior to the date set for the completion of the contract, including extension thereof or thirty (30) days following the final acceptance of the work.
4. When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
5. You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.
6. In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
7. The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall

not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to reimburse yourself from such monies for the entire amount of your fee.

8. This agreement shall not be binding until signed by both parties and accepted by you.
9. This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. _____

By: _____

Title: _____

Address: _____

DATE: _____

CITY OF STANWOOD

By: _____

Title: _____

DATE: _____

THE ABOVE ESCROW AGREEMENT RECEIVED AND
ACCEPTED on the ____ day of _____, 20__.

BANK

By: _____

Title: _____

Address: _____

DISTRIBUTION:

City Clerk

Financial Institution

Contractor

File Copy



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM: 7b

DATE: September 10, 2020

SUBJECT: Council Vacancy Appointment

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – Cody Davis
B – Angela Guadamuz
C – Marcus Metz
D – Darren Robb
E – Larry Sather
F – Arne Wennerberg

PURPOSE

The purpose for this agenda item is the council consideration of and appointment of a new Councilmember, position 3, due to the appointment of Elizabeth Callaghan as Mayor.

BACKGROUND

The City Council set the process for appointing a new Councilmember on July 23, 2020 and August 13, 2020. Stanwood city residents who were eligible and interested in seeking the appointment were to submit a letter of interest (LOI) by August 16, 2020 5:00 p.m. Six applicants submitted an online application and letter of interest.

DISCUSSION

The City Council will hear five (5) minute presentations from each of the applicants, then will move into executive session to discuss applicants, then will return to start the voting process to appoint a new Councilmember to fill the term ending December 31, 2023.

RECOMMENDATION

No staff recommendation is provided.

From: noreply@civicplus.com
To: [Ferguson, Jennifer](#); [Ferguson, Jennifer](#)
Subject: Online Form Submittal: City Council Vacancy Application
Date: Saturday, August 15, 2020 8:05:34 PM

City Council Vacancy Application

First Name	Cody
Last Name	Davis
Address	27367 village place northwest Stanwood, WA 98292
Phone Number	4253082428
Length of time living within Stanwood City Limits.	3 years
Email Address	Davis.cody.lee@gmail.com
Please briefly describe your qualifications for the position.	Thank you for the opportunity to apply for the vacant position. I have lived in Stanwood city limits for the past three years, and I am registered to vote. I have attached my letter of interest. Thanks again.
Please attach a Letter of Interest (LOI), as well as, any supporting documents you would like considered.	
Letter of Intent	Letter of interest .docx
Supporting Documentation	<i>Field not completed.</i>
Supporting Documentation	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Cody Davis

27367 Village Pl NW
Stanwood, WA 98292
(425)308-2428
Davis.cody.lee@gmail.com

13th August 2020

Stanwood City Council

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

Dear City Council,

My name is Cody Davis, and I am interested in filling the recent vacant city council position. I have aspirations of serving my community. As a member of the Stanwood City Council I will work hard creating a reputation that is worthy of a councilman.

I grew up just east of here in Darrington, and had the privilege of attending a variety of colleges throughout our wonderful state. I met my wife in Bellingham while attending Whatcom Community College. We bought our first home here in Stanwood where we are raising our two young children. I am also employed at one of Stanwood's local businesses.

I cherish the smalltown values that Stanwood prides itself on, and I will uphold those values, but with common sense and moderation. The city is growing fast and we need diversity and workable ideas to shape our future. I will provide honest, straightforward opinions to the city council, from a hard working, family oriented, person's point of view. I am someone that is eager to shape our community into something that we and future generations can all be proud to call our home.

I am happy to call Stanwood my home, and grateful to have the chance to serve my community in this way. Thank you for making this opportunity available to people. I look forward to the next City Council meeting on September 10th, and will be in attendance. If any further discussion is needed before the meeting, I can be reached at the above contact information. I look forward to becoming more active in our community.

Sincerely,

A handwritten signature in black ink that reads "Cody Davis". The signature is written in a cursive, flowing style. The "C" is large and loops around the "oody". The "Davis" is written in a more compact, cursive script. The signature is set against a light gray rectangular background.

Cody Davis

From: noreply@civicplus.com
To: [Ferguson, Jennifer](#); [Ferguson, Jennifer](#)
Subject: Online Form Submittal: City Council Vacancy Application
Date: Tuesday, August 4, 2020 7:15:54 PM

City Council Vacancy Application

First Name	Angela
Last Name	Guadamuz
Address	7302 282nd PI NW
Phone Number	4254429194
Length of time living within Stanwood City Limits.	over 15 yrs
Email Address	a.guadamuz2@yahoo.com
Please briefly describe your qualifications for the position.	Live in Stanwood City Limits over 15+ years. A registered voter in Stanwood. United States Citizen. Overage of 18.
Please attach a Letter of Interest (LOI), as well as, any supporting documents you would like considered.	
Letter of Intent	A. Guadamuz City Council.docx
Supporting Documentation	<i>Field not completed.</i>
Supporting Documentation	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Good evening Stanwood City Council Members and Mayor Callaghan,

My name is Angela Guadamuz. I am interested in the City Council seat that is currently available. I am interested because I would like to see a change in Stanwood. We are growing fast and growing diversely. I would like to see the City Council represent the City of Stanwood. I have lived in the City of Stanwood since 1996 off and on. Current since 2007. I have 4 children who grew up playing SCJAA and continue to play for the Stanwood Spartans. I was team mom for several years on the various teams they all played on.

I have a BA in Law and Justice and an advanced paralegal degree. I recently completed the University of Washington Family Law Cohort. I will be sitting for the bar exam next year for a LLLT License. I am employed as a legal secretary. I have worked in both the private and public sectors for many years.

I have been an advocate for my children and the underrepresented. I volunteer at Snohomish County Legal Services Family Law Clinic.

I have been active and affiliated with legislative and policy committees. Involved in equity, diversity, and inclusion committees.

I believe in transparency and allowing people to be heard. I also believe that things should not be so rushed. The people who choose to run for these positions should keep in mind that they represent the very people that put them in those seats, entrusting that they have their best interests in mind. That to me that is a very high honor and I will do my best to listen and speak and be the best voice for the people I represent. The people of Stanwood.

Thank you for your time.

From: noreply@civicplus.com
To: [Ferguson, Jennifer](#); [Ferguson, Jennifer](#)
Subject: Online Form Submittal: City Council Vacancy Application
Date: Sunday, August 16, 2020 3:36:40 PM

City Council Vacancy Application

First Name	Marcus
Last Name	Metz
Address	9827 270th st NW #6
Phone Number	4257894855
Length of time living within Stanwood City Limits.	5+ consecutively at present address
Email Address	citizensformetz@gmail.com
Please briefly describe your qualifications for the position.	Currently serving my 3rd year on the Planning Commission, this year as position 3 and as elected Vice Chair of the commission. Ran in the last election for City Council Position 6 with the endorsements of former Mayor Kelley; Councilman Johnson; Councilwoman Williams; and former Councilman Sather, but lost to Sid Roberts in the general election. I volunteer annually at Evening of The Hidden Stars event to benefit the YMCA, Stanwood Senior Center, CASA, Community Resource Center, and other local nonprofits. Served at the Crab Derby benefiting Safe Harbor Free Clinic. As your City Councilman, I will continue my commitment to serve our valued community. With your vote, we can keep Stanwood moving in a positive and prosperous direction.
Please attach a Letter of Interest (LOI), as well as, any supporting documents you would like considered.	
Letter of Intent	LOI.docx
Supporting Documentation	<i>Field not completed.</i>
Supporting Documentation	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Marcus Metz
9827 270th St NW #6
Stanwood, WA 98292

Date: 08/16/2020

City of Stanwood

Dear Mayor, City Staff, Councilpersons,

Please consider this my Letter of Intent to declare my interest and candidacy in the recently
vacated City Council Position 3.

Sincerely,

Marcus Metz
Planning Commission Seat 3
Vice Chair

From: noreply@civicplus.com
To: [Ferguson, Jennifer](#); [Ferguson, Jennifer](#)
Subject: Online Form Submittal: City Council Vacancy Application
Date: Thursday, August 13, 2020 5:55:41 PM

City Council Vacancy Application

First Name	Darren
Last Name	Robb
Address	28526 69th Dr NW
Phone Number	360-631-9844
Length of time living within Stanwood City Limits.	7 years
Email Address	darren.myron@outlook.com
Please briefly describe your qualifications for the position.	I have served on the Stanwood Planning Commission since 2018. In this position I have worked to bring a thoughtful, respectful, and cooperative approach to engaging city staff and the public. As Commissioner I helped the city advance important work items including parks impact fees, code changes, and floodplain regulations. I work in transportation policy for Snohomish County Public Works Transportation and Environmental Services. I am very familiar with the environmental and growth-related issues facing our region and our community. Additionally, I have spent over ten years developing and managing public budgets and capital programs. I have a proven track record of delivering balanced budgets, with expertise in prioritizing and right-sizing public activities within available revenues and resources. I have built my career around fiscal accountability and understand first-hand the responsibilities of being a steward of public funds.
Please attach a Letter of Interest (LOI), as well as, any supporting documents you would like considered.	
Letter of Intent	DRobb Letter of Interest.docx
Supporting Documentation	DRobb Resume City Council.docx
Supporting Documentation	<i>Field not completed.</i>

Darren Robb
28526 69th Dr NW
Stanwood, WA 98292
360.631.9844
darren.myron@outlook.com

August 13, 2020

Mayor Elizabeth Callaghan
City of Stanwood
10220 270th St NW
Stanwood, WA 98292

Dear Mayor Callaghan,

Congratulations on being appointed the new mayor of Stanwood. I am excited about the priorities you have outlined for the city and the attitude and perspective you bring to your new role.

Like you, I have a vested interest in the future of our beautiful little city. After college and marriage, my wife and I were drawn back to our hometown where we are raising our two young children. I feel a great responsibility to ensure the health, vitality, and success of the city they will grow up in and that is ingrained in the fabric of my family. It is for this reason that I am writing to you to express my interest in your vacant City Council position.

For the past two years I have served on the Stanwood Planning Commission. In this position I have worked to bring a thoughtful, respectful, and cooperative approach to engaging city staff and the public. As Commissioner I helped the city advance important work items including parks impact fees, code changes, and floodplain regulations. I support the work the city is doing to engage and involve residents in planning how to best manage growth in Stanwood.

I work in transportation policy for Snohomish County Public Works Transportation and Environmental Services. I work daily to plan and fund the transportation needs for Snohomish County, and I am very familiar with the environmental and growth-related issues facing our region and our community. Additionally, I have spent over ten years developing and managing public budgets and capital programs. I have a proven track record of delivering balanced budgets, with expertise in prioritizing and right-sizing public activities within available revenues and resources. I have built my career around fiscal accountability and understand first-hand the responsibilities of being a steward of public funds.

I have watched our community grow and evolve over the last 30+ years. I believe our city's continued success is in maintaining its identity and small-town feel through smart growth and by remaining an attractive destination for small businesses. I believe my personal values and integrity, rooted in community history, will make me an effective and committed public servant.

Thank you for your time and consideration.

Sincerely,

Darren Robb

DARREN M. ROBB

OBJECTIVE Serve the City of Stanwood and its residents through my experience and education in program and administration management; budget oversight and development; succession and workforce planning; lean system improvement and change management; and legal background.

EDUCATION **CENTRAL WASHINGTON UNIVERSITY – ELLENSBURG, WA – INFORMATION TECHNOLOGY AND ADMINISTRATIVE MANGEMENT**
Bachelor's Degree, Magna Cum Laude, Dean's List Scholar
EDMONDS COMMUNITY COLLEGE – EDMONDS, WA – PARALEGAL
American Bar Association-Approved Associates Degree in Paralegal Studies

EXPERIENCE **TRANSPORTATION SPECIALIST, SNOHOMISH COUNTY TRANSPORTATION & ENVIRONMENTAL SERVICES**

2014 – Present

Manage county's transportation capital portfolio to align projects and programs with strategic objectives.

Advanced forward-thinking strategic workforce initiatives such as succession planning, human capital management, and strategic plan development.

Lead multi-discipline teams on priority transportation projects.

Develop and manage county's Annual Construction Program (approx. \$40M annually).

Develop and manage county's 6-year Transportation Improvement Plan (~\$230M).

Coordinate county's Transportation Needs Report, including major project prioritization, advanced cost estimating model, and road system impact fee schedule.

Introduced project and portfolio performance monitoring and analysis procedures.

Enhance communication and collaboration between groups, divisions, and departments.

FISCAL SPECIALIST, SNOHOMISH COUNTY SOLID WASTE

2010 – 2014

Manage annual \$50M+ operating and capital budget development process.

Managed finances for FEMA disaster response reimbursement.

Forecast revenues and expenditures through data modeling and analysis.

Provide recommendations to management based on trend analysis and projections.

Develop and maintain rate models and provide managerial accounting to management.

Create and maintain division's job cost code structure.

Manage all accounts payable activity and oversee the related work of two employees.

Increased division purchase card usage by over 40 percent.

Improved tracking of bond and post closure expenditures and GASB-49 reporting.

ACCOUNTING TECH II, SNOHOMISH COUNTY SOLID WASTE

2009 – 2010

Managed all accounts payable activity for Solid Waste Division.

Maintained financial spreadsheets and generated reports for management.

Worked with vendors and interdepartmental contacts to correct accounting errors.

Coordinated journal voucher payments with other departments.

CASHIERING SPECIALIST, SNOHOMISH COUNTY SOLID WASTE

2007 – 2009

Maintained and provided support for division-wide scale automation system.

Provided new hire training and developed formal training program.

Reconciled projected to actual data and reconciled invoices to financial system.

Handled confidential financial information and served as finance department liaison.

COMMUNICATION

Able to professionally and effectively communicate information and expectations using various communication methods, media, and technology.

Facilitate meetings, give presentations, introduce analysis and recommendations to various and diverse audiences, such as elected officials, county management, interdepartmental colleagues, and intergovernmental committees.

Strengthened working relationships with external agencies and with other county divisions and departments.

LEADERSHIP

Administration Management degree is focused heavily on leadership, soft skills, and change management to lead teams, communicate professionally and effectively, and ensure organizational success.

Alumni of Leadership Snohomish County 2020 Signature Program.

Actively involved in the community. Volunteer as City of Stanwood Planning Commissioner.

Regularly receive accolades and consistently exceed expectations for all aspects of job duties and responsibilities, including accountability, integrity, and service.

Attend organizational development training and seminars on leadership development, succession planning, and human capital management. Advance succession planning, employee development, and employee engagement initiatives.

ACCOMPLISHMENTS

Graduated magna cum laude while maintaining full-time position with Snohomish County. Recognized as a Dean's List Scholar for sustained academic achievement and inducted into a prestigious national honor society.

Designed and implemented a formal new hire training program, the first of its kind within the Solid Waste division.

REFERENCES

Available upon request

From: noreply@civicplus.com
To: [Ferguson, Jennifer](#); [Ferguson, Jennifer](#)
Subject: Online Form Submittal: City Council Vacancy Application
Date: Saturday, July 25, 2020 10:05:31 AM

City Council Vacancy Application

First Name	Lawrence (Larry)
Last Name	Sather
Address	27573 79th Drive NW
Phone Number	3606293816
Length of time living within Stanwood City Limits.	Stanwood
Email Address	la.sather@frontier.com
Please briefly describe your qualifications for the position.	I have served on the Stanwood City Council for over seven years, and I would like to continue to serve.
Please attach a Letter of Interest (LOI), as well as, any supporting documents you would like considered.	
Letter of Intent	Letter of Interest Position 3 Stanwood City Council.docx
Supporting Documentation	<i>Field not completed.</i>
Supporting Documentation	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

July 25, 2020

To: Mayor Elizabeth Callaghan
City of Stanwood
10220 279th St. NW
Stanwood, WA 98292

From: Lawrence (Larry) A. Sather
27573 79th Drive, NW
Stanwood, WA 98292
la.sather@frontier.com
Phone: (360) 629-3816

Hi, Elizabeth:

I hereby submit my letter of interest to fill your unexpired term of Position 3 on the Stanwood City Council. As you know, I have served for over seven years on the Stanwood City Council, and I would like to continue to serve. I believe that I have worked well with my former colleagues on the City Council over that seven-year period of time, even when I have disagreed with some of their policy positions.

Thank you for considering this letter of interest.

Lawrence (Larry) A. Sather

P.S. I will mail you a signed copy of this letter.

From: noreply@civicplus.com
To: [Ferguson, Jennifer](#); [Ferguson, Jennifer](#)
Subject: Online Form Submittal: City Council Vacancy Application
Date: Saturday, August 15, 2020 3:25:34 PM

City Council Vacancy Application

First Name	Arne
Last Name	Wennerberg
Address	Po Box 536
Phone Number	4252686087
Length of time living within Stanwood City Limits.	Stanwood
Email Address	arne.w@outlook.com
Please briefly describe your qualifications for the position.	Stanwood is the community that I grew up in and graduated from. I have also decided to raise my family here. I believe I would be an effective Council person due to past experiences with the City of Stanwood In the early 2000 I became interested in local politics and started attending Stanwood City Council meetings. After attending them for a few years I was asked to be on the Citizens Advisory Committee (CAC) for a growth management update. After that I was appointed to the Planning Commission. I have 10 years experience serving as a Stanwood City Council member, several of those years as Mayor Pro Tem. During my time on the council, I learned to work as a team and to incorporate multiple ideas and thoughts to create better policies and ordinances to help the City of Stanwood become a better place. I believe my previous experience and time serving this community would make me the best candidate for the position. Thank you for considering me for Stanwood City Council Position #3
Please attach a Letter of Interest (LOI), as well as, any supporting documents you would like considered.	
Letter of Intent	Letter of Interest Council Seat 3.docx
Supporting Documentation	<i>Field not completed.</i>
Supporting Documentation	<i>Field not completed.</i>

August 12, 2020

Mayor Callaghan and City Council Members,

Thank you for this opportunity to express my interest for Council Seat #3 which has become recently vacant.

I know there must be others people that have inquired and expressed interest in this position, but I truly feel that I am more qualified than any of them are.

Previously serving on the Planning Commission and 10 years on the Stanwood City Council, of which several as Mayor Pro Tem, make me aware of what it takes to be an effective council member and to work as a team for the betterment of the Stanwood Community.

When the time comes to fill Council seat #3 please keep me in mind. I would like to very much again serve the citizens of Stanwood as a Council member to make it a better place to live, raise a family, and build a business.

Sincerely,

Arne Wennerberg