City of Stanwood

City Council Packet

Stanwood City Council
Regular Meeting

Thursday, November 12, 2020

AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, November 12, 2020 – 7:00 p.m.

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

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

Upcoming Meetings:
November 23, 2020 Regular Meeting (moved to Monday due to holiday)
December 10, 2020
December 24, 2020 Cancelled

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	5a
DATE:	November 12, 2020
SUBJECT:	Police Compstat Report
CONTACT PERSON:	Chief Rob Martin
ATTACHMENTS:	September, 2020 Compstat Report

SUMMARY STATEMENT

Attached is the September, 2020 Compstat Report for council review.

Stanwood Police Department
September 2020

Administrative Personnel
Chief Rob Martin
Sergeant Jason Toner
Amanda Slattery – Stanwood City Employee
Stacey Davis – Stanwood City Employee

Operational Personnel

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

Area of Operation
The City of Stanwood contracts its police services through the Snohomish County Sheriff's Office. The population for Stanwood is currently 7,070. Stanwood's city limit encompasses 2.8 square miles.

COMPSTAT REPORT

Type of Crime	September 2020	Year to Date 2020	September 2019	Year to Date 2019
Homicide	0	**0**	0	**0**
Rape	0	**3**	0	**0**
Robbery	0	**0**	0	**1**
Assault	4	**31**	5	**30**
Burglary	4	**18**	2	**10**
Larceny	6	**119**	12	**101**
Motor Vehicle Theft	1	**10**	1	**8**
General	**September 2020**	**Year to Date 2020**	**September 2019**	**Year To Date 2019**
Calls for Service (Incidents)	810	**7528**	786	**6775**
Case Reports	38	**468**	46	**423**
Traffic Collisions	8	**64**	9	**72**
Arrests (Adult/Juvenile)	7	**118**	18	**139**
Drug Arrests	0	**6**	4	**12**
Warrant Arrests	1	**16**	6	**37**
Impaired Driving Arrests	0	**10**	1	**12**
Infractions Issued	24	**145**	13	**238**
Public Disclosure Requests	28	**325**	34	**271**
Concealed Pistol Licenses	52	**224**	51	**381**
Pistol Transfer Checks	33	**395**	12	**172**
Fingerprinting & Approx. timeframe	0	**78 = 19.5 hrs**	48 @ 12 hrs	**350 = 87.5 hrs**

City Collisions for September 2020

City Collisions for September Totals: 8

Date	Case Number	Location	H & R	Injured	Reason
9/5/2020	2020-6820	9700 Block of SR 532			Attempting to elude after a spike deploy and 3 PIT manuvers
9/9/2020	2020-6884	PIONEER HWY / SR 532	x		Hit & Run
9/16/2020	2020-7088	9200 Block of SR 532			Failure to stop
9/19/2020	2020-7200	26900 lock of SR 532		x	wet roadway with slippery debris in the line of travel
9/29/2020	2020-7311	2800 Block of 68th Ave NW			wet roadway/excess speed
9/25/2020	2020-7353	26900 Block of 92nd Ave NW		x	pedestrian struck in parking lot
9/30/2020	2020-7427	8400 Block of 268th St NW	x		Hit & Run/vehicle into guardrail
9/30/2020	2020-7459	8400 Block of PIONEER HWY			Inattentive/Failure to yeild

Stanwood School Dist. Resource Officer (SRO) Activity Report

No School in person school

Stanwood Police Department
Detective Report
September Newsletter

September 2020

Stanwood Case 2020-7081
Vehicle Prowl/Identity Theft

On 09-16-2020 Deputy Scott responded to a vehicle prowl complaint and learned the victim's credit card had been used a gas station in Arlington. The victim left her purse in an unlocked car.

On 09-30-2020 Detective Martin reviewed video from the gas station showing the vehicle associated with the suspects. The registered owner's address is listed as being in Burlington.

A male wearing a hat, mask and gloves used the victim's access device. The male pulled the mask down before paying for cigarettes, apparently at the request of the clerk. The camera view did not provide a full-face image.

Images of the suspect and vehicle have been sent to the Burlington Police Department for possible identification.

Stanwood Case 2020-6718
Burglary at the Stanwood Middle School

On 09-02-2020 at about 1:06 am an alarm company reported an alarm at the Stanwood Middle School after hearing noises from inside a building at the school. Deputies responded but did not locate anyone on the property.

Deputy Scott responded to the report of a burglary at the school at about 7:00 am and discovered unknown subjects had stolen mobile electronic devices and tools.

The school district provided Internet Protocol addresses associated with the use of two of the electronic devices after they were stolen. The associated Internet Service Provider is located in Eastern Washington.

On 09-15-2020 Detective Martin was contacted by an officer from the Bothell Police Department and learned two electronic devices stolen from the middle school were recovered during a search warrant service on a vehicle. A male and female were arrested on charges related to Bothell's case.

On 09-16-2020 Detective Martin served a search warrant on the Internet Service Provider to get subscriber information, specifically the account holder's address.

On 09-17-2020 the school district provided updated Internet Protocol addresses associated with the use of two electronic devices. The Internet Protocol addresses returned to the general locations of Seattle and Marysville.

Detective Martin is working on additional search warrants for Internet Service Providers to identify the subject(s) in possession of the stolen iPads.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	6a
DATE:	November 12, 2020
SUBJECT:	Planning Commission Meeting Minutes
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – October 12, 2020 Meeting Minutes

SUMMARY STATEMENT

Minutes from the October 12, 2020 Planning Commission Meeting are attached to this staff report for approval as presented.

	Planning Commission Meeting Minutes October 12, 2020

Call to Order 6:30 pm

Roll Call

Present: Marcus Metz, Patrick Hosterman, Justin Burns, Larry Sather, Monae Birkhofer

Staff Present: Amy Rusko, Amy Bergemeier, Tansy Schroeder

Absent: Linda Utgard

Also known to be present: Peggy Wendel

Approval of Minutes:
The Minutes of the September 28, 2020 Planning Commission Meeting were approved as presented with a motion by Patrick Hosterman and a second by Larry Sather. All in favor.

New Business:

- 2019/2020 Docket Items – Zoning Code Amendment Review and Discussion

Amy Rusko began by recapping the update to the 2020 Zoning Code Amendments. In Two weeks the Commission we will go over the Comprehensive Code Amendments.

The implementing code amendments include the following:

Chapter 17.10 Establishment of Zoning Districts

- Added General Commercial – Mixed Use Overlay (GC-MXO) zoning district definition
- Added Parks and Open Space (POS) zoning district definition
  - Commission Member Sather asked if there are any disadvantages in creating the Public Open Spaces zone. Amy Rusko doesn't see any and Larry Sather agreed with her assessment.
  - Commission Member Hosterman questioned about Lion's Park being changed from residential to POS and he was unsure who currently maintains the park.
  - Amy Rusko said it's currently a multi-family area maintained by the City.

Chapter 17.30 Permitted Land Uses

- Clerical cleanup of numbering system
- Re-organized the table for clarity
- Added GC-MXO zoning district to the permitted use table
- Added POS zoning district to the permitted use table
- Removed footnote P39MXO from the GC zone and moved applicable uses to new GC-MXO zone
- Removed the industrial and storage units uses from the GC-MXO zone
- Removed the permitted Transit Overlay (TO) uses from the LI zone because there is not an LI zone with the TO designation
- Added recreation permitted uses to the GC-MXO and POS zones

- Removed community and neighborhood parks from the residential zones because the definitions state the parks should be 20 to 100 acres and 5 to 20 acres respectively
- Removed the Single Family Dwelling use from the MB-I zone because Ordinance 1333 repealed this use, but was never removed from the table
- Added condition (58) for public park land purchase and/or development in all zoning districts
  - Commission member Sather feels this is a very wise addition.

Additional Comments on proposed changes include:
  - Commission supports the proposed amendments and asked the funeral homes not be allowed in the GC-MXO zone.

Chapter 17.60 Zoning Standards Tables

- Added the GC-MXO zoning district to the tables
- Added the POS zoning district to the tables
- Changed the maximum height in the MR zone from 30’ to 40’ to allow for pitched roofs
- Changed the maximum height in the GC-MXO zone from 45’ to 50’ to allow for pitched and parapet roofs
- Added an accessory structure height of 20’ in the MR zone
- Added condition for maximum stories per building, pitched roof and follow the architectural design standards
- Removed the maximum dwelling unit density for single family residences in the MB-I zone, as they are not permitted
- Removed the maximum density from the GC-MXO zone; site conditions and height will manage density leaving the type and size of units to market conditions
- Reduced the lot area for GC-MXO to allow for smaller mixed use developments to occur in the zone
- Changed the maximum building coverage in the GC-MXO from 60% to 90%, the coverage needed to be adjusted after the lot area reduced to allow for a building to utilize a site
- Added condition to explain how the density is calculated in the GC-MXO zone
- New POS table with setbacks for adjacent residential and commercial uses
  - Commission member Metz loves the idea of encouraging more first floor parking in new building construction as this saves a lot of space.
  - Commission member Sather feels upper level parking is much tougher to have than lower level parking so he is in favor as well of lower level parking.

Chapter 17.79 Mixed Use Overlay

- Added language to define /storage facilities, other schools and indoor kennels from allowed uses in vertical and horizontal mixed use
- Added a key for the table of dimensional and density requirements
- Removed industrial, mini warehouse the GC-MXO and MF-MXO zones

- Revised the table to match the existing Multifamily - MF-MXO zone and GC-MXO zone lot area and building coverage

Chapter 17.100 Non-Residential Performance Standards (Relating to Parks Development)

- Removed residential zone language
- Removed administrative conditional use permit language and the uses will follow the permitting process from the permitted use table and the administrative code sections

Amy Rusko concluded the meeting by summarizing the upcoming plans of the City of Stanwood and the Planning Commission. Next meeting on October 26th will have the same packet as tonight's meeting with the revisions suggested during tonight's meeting and go over the Comprehensive Plan items. Any recommendations will be brought back on November 9th's meeting with final edits and revisions. This will lead us into a possible Public Hearing Date of November 16th.

Larry Sather and Patrick Hosterman agreed to this date, Marcus Metz wants to confirm at the next Planning Commission meeting.
If everything goes according to the timeline presented, the new updates and revisions will be brought to the City Council sometime in January.

A motion to adjourn was made by Marcus Metz and seconded by Patrick Hosterman.

Adjourn: 7:17 pm

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Amy Bergemeier, Administrative Assistant

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	6b
DATE:	November 12, 2020
SUBJECT:	Planning Commission Meeting Minutes
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – October 26, 2020 Meeting Minutes

SUMMARY STATEMENT

Minutes from the October 26, 2020 Planning Commission Meeting are attached to this staff report for approval as presented.

	Planning Commission Meeting Minutes October 26, 2020

Call to Order 6:31 pm

Roll Call

Present: Marcus Metz, Patrick Hosterman, Justin Burns, Larry Sather, Monae Birkhofer

Staff Present: Patricia Love, Amy Rusko, Tansy Schroeder, Amy Bergemeier

Absent: Linda Utgard

Also known to be present: Chris Collier

Approval of Minutes:
The Minutes of the October 12, 2020 Planning Commission Meeting were approved as presented with a motion by Patrick Hosterman and a second by Larry Sather.

New Business:

- 2019/2020 Docket - Comprehensive Plan Amendments and Zoning Code Amendment Revisions Review and Discussion
- Presentation from Chris Collier of Alliance for Housing Affordability

Changes made to the Zoning Code Amendments since the October 12th Meeting:

- Removed the Funeral Home use from the GC-MXO zone under 17.30.030 Zoning use table, Personal Services.
- Removed the words "above grade" from footnote #13 under 17.60.020 Residential development standards.
- Removed the words "above grade" from footnote #13 under 17.60.030 Residential/commercial zone development standards.
- Changed the height to 45 feet for mixed use buildings that provide 3 stories and a pitched roof in the MB-I zone under footnote #3 for 17.60.030 Residential/commercial zone development standards. This will allow for an increase in ceiling heights per floor and pitched roofs for buildings within the floodplain area of the city. This change was a recommendation from the Community Development Committee at their last meeting to have the mixed use standards more comparable throughout the different zones.
    - Commission is supportive of all Zoning Code Amendments.

Changes made to the Comprehensive Plan Amendments since the October 12th Meeting:

- Added Future Land Use Map showing proposed rezones.
- Added Zoning Map showing proposed rezones.

- The Commission is supportive and in full agreement to move forward to the Public Hearing on November 16th.

Presentation from Chris Collier of Alliance for Housing Affordability was given on our "Regional Housing Snapshot"

- Washington State is the 3rd highest state US residents have migrated to in recent years.
- In 2016 Washington State received over 53,000 new residents, a majority of them under 35 years old. In comparison we only had 11,000 new residents in 2012.
- The median home price in 2020 is now $480,000 versus $305,961 in 2000.
- Average Rent pricing in 2019 was $1572 per month, 75% higher than 2011.
- Costs of housing continue to rise faster than incomes.
- PSRC projects 1.8 million more residents by 2050 in Puget Sound, 4M+in Washington State.

What can be done to provide more options to increase housing?

Different Housing Options: "Middle Housing"

- Duplexes, Triplexes, Courtyard Apartments, Townhouses, Multiplexes, Live/Work housing options.

Update Land use & Zoning codes

- Currently, the majority of housing in Snohomish County (80%) is zoned SFD (single family dwelling) exclusively.

Miscellaneous Business:

Director, Patricia Love updated the Commission on a recent special City Council meeting regarding adopting an emergency ordinance to prohibit a type of housing that is currently not listed in our zoning codes. The type of housing is a 16 bed facility for individuals who have mental health and or addiction issues. We currently don't have that type of housing listed in our comp or zoning codes so the movement was made to prohibit it at this time until we can plan accordingly. The emergency ordinance is in place for 6 months and we will be looking to the Department of Commerce to put together some guidelines for these types of facilities. This will be included in our 2021 work plan.

- All members are in favor of taking December off for Planning Commission meetings.

A motion to adjourn was made by Larry Sather and seconded by Patrick Hosterman.

Adjourn: 7:54 pm

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Amy Bergemeier, Administrative Assistant

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7a
DATE:	November 12, 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 33213 through 33302 in the amount of $624,391.37. Approve issuance of Washington Federal Bank electronic payroll funds transfers and Washington Federal Bank Payroll checks 1773 through 1776 in the amount of $75,593.45.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFER AND WASHINGTON FEDERAL BANK VOUCHER CHECKS 33213 THROUGH 33302 IN THE AMOUNT OF $624,391.37. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL FUNDS TRANSFERS AND WASHINGTON FEDERAL BANK PAYROLL CHECKS 1773 THROUGH 1776 IN THE AMOUNT OF $75,593.45.

CHECK REGISTER

City Of Stanwood | Time: 09:40:05 Date: 11/05/2020
MCAG #: 0695 | 10/15/2020 To: 11/04/2020 | Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5071	10/23/2020	Payroll	3	EFT		2,600.00	October 2020 Draw
5072	10/23/2020	Payroll	3	EFT		1,000.00	October 2020 Draw
5073	10/23/2020	Payroll	3	EFT		1,700.00	October 2020 Draw
5074	10/23/2020	Payroll	3	EFT		2,000.00	October 2020 Draw
5075	10/23/2020	Payroll	3	EFT		1,000.00	October 2020 Draw
5076	10/23/2020	Payroll	3	EFT		1,850.00	October 2020 Draw
5077	10/23/2020	Payroll	3	EFT		3,500.00	October 2020 Draw
5078	10/23/2020	Payroll	3	EFT		1,600.00	October 2020 Draw
5079	10/23/2020	Payroll	3	EFT		1,000.00	October 2020 Draw
5080	10/23/2020	Payroll	3	EFT		2,000.00	October 2020 Draw
5081	10/23/2020	Payroll	3	EFT		2,000.00	October 2020 Draw
5082	10/23/2020	Payroll	3	EFT		800.00	October 2020 Draw
5083	10/23/2020	Payroll	3	EFT		1,000.00	October 2020 Draw
5084	10/23/2020	Payroll	3	EFT		2,000.00	October 2020 Draw
5085	10/23/2020	Payroll	3	EFT		2,000.00	October 2020 Draw
5086	10/23/2020	Payroll	3	EFT		500.00	October 2020 Draw
5087	10/23/2020	Payroll	3	EFT		3,450.00	October 2020 Draw
5088	10/23/2020	Payroll	3	EFT		1,500.00	October 2020 Draw
5089	10/23/2020	Payroll	3	EFT		1,000.00	October 2020 Draw
5170	10/23/2020	Payroll	3	1773	Dept of Labor and Industries	6,839.13	3RD Quarter 07/01/2020 - 09/30/2020
5171	10/23/2020	Payroll	3	1774	ESD - PFMLA	1,523.51	Pay Cycle(s) 07/01/2020 To 09/30/2020 - PFMLA
5172	10/23/2020	Payroll	3	1775	Employment Security Dept	1,163.42	3rd Quarter 07/01/2020 - 09/30/2020
5314	11/04/2020	Payroll	3	1776		33,567.39	Schakel severance

001 General Fund	71,254.76	
101 Street Fund	594.58	
108 Transportation Sales Tax Fund	36.07	
401 Sewer Fund	1,079.81	
410 Drainage Fund	805.75	
421 Water Fund	1,822.48	
	75,593.45	Payroll: 75,593.45

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 Conder Dorhorn Date: 11/5/20
( ) Deputy Finance Director

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

10/15/2020 To: 11/04/2020

Time: 09:37:35 Date: 11/05/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5117	10/21/2020	Claims	3	EFT	WA St Dept of Revenue **	12,861.03	B&O & Excise Tax - September 2020
5240	10/28/2020	Claims	3	EFT	WA St Dept of Revenue **	465.71	3rd Qtr Leasehold
5118	10/21/2020	Claims	3	33213	BHC Consultants, LLC	26,578.26	City Of Stanwood
5119	10/21/2020	Claims	3	33214	Branom Instrument Co.	1,946.00	City Of Stanwood
5120	10/21/2020	Claims	3	33215	Cascade Septic, LLC	140.00	City Of Stanwood
5121	10/21/2020	Claims	3	33216	Confluence Environmental Company, Inc	6,650.50	City Of Stanwood
5122	10/21/2020	Claims	3	33217	Databar Inc.	343.75	8952
5123	10/21/2020	Claims	3	33218	Edge Analytical Inc	252.00	STA01; STA01
5124	10/21/2020	Claims	3	33219	HB Jaeger	447.23	CITSTA; CITSTA
5125	10/21/2020	Claims	3	33220	Holiday-Parks, Inc	467.50	CIOST5
5126	10/21/2020	Claims	3	33221	Iworq Systems Inc	1,272.00	428
5127	10/21/2020	Claims	3	33222	J.A. Brennan Associates, PLLC	9,650.30	City Of Stanwood; City Of Stanwood
5128	10/21/2020	Claims	3	33223	JP Cooke Company	55.50	10052
5129	10/21/2020	Claims	3	33224	Jessica McCready	4,100.00	City Of Stanwood
5130	10/21/2020	Claims	3	33225	KBA Inc.	2,695.84	City Of Stanwood
5131	10/21/2020	Claims	3	33226	Maul Foster Alongi, Inc.	3,072.63	City Of Stanwood; City Of Stanwood; City Of Stanwood
5132	10/21/2020	Claims	3	33227	Office Depot	77.50	36274097; 36274097; 36274097
5133	10/21/2020	Claims	3	33228	PUD Of Snohomish County *	4,600.93	200738672; 202727285; 200142180; 202670675; 202694204; 202579512; 202882056; 221041510
5134	10/21/2020	Claims	3	33229	Pape' Machinery	37,148.75	6109854
5135	10/21/2020	Claims	3	33230	Pitney Bowes Inc- Purchase Power *	1,005.00	8000-9090-0519-5677
5136	10/21/2020	Claims	3	33231	RH2 Engineering Inc	474.06	City Of Stanwood
5137	10/21/2020	Claims	3	33232	Sara Robinson	100.00	City Of Stanwood; City Of Stanwood
5138	10/21/2020	Claims	3	33233	Sno Co Information Services *	9,150.43	DIS1107
5139	10/21/2020	Claims	3	33234	Stanwood Camano News	47.44	261981
5140	10/21/2020	Claims	3	33235	Strategies 360 Inc	1,500.00	City Of Stanwood
5141	10/21/2020	Claims	3	33236	Transpogroup Inc	1,410.00	City Of Stanwood
5142	10/21/2020	Claims	3	33237	Verizon Wireless	769.08	372541731-00001
5143	10/21/2020	Claims	3	33238	WA St Auditor's Office	2,985.84	City Of Stanwood
5144	10/21/2020	Claims	3	33239	Wave Broadband	122.25	3201-0316547-01
5145	10/21/2020	Claims	3	33240	Weed, Graafstra & Associates, Inc., P.S	6,490.50	3868-0000M
5241	10/28/2020	Claims	3	33241	Advanced Analytical Solutions	502.00	001204
5242	10/28/2020	Claims	3	33242	Aramark Uniform Services Inc	394.34	937963000
5243	10/28/2020	Claims	3	33243	Patrick J Burt	578.40	City Of Stanwood
5244	10/28/2020	Claims	3	33244	Cascade Natural Gas Corp	13.78	608 440 0000 4
5245	10/28/2020	Claims	3	33245	Explorer Media and Marketing	10,000.00	City Of Stanwood
5246	10/28/2020	Claims	3	33246	Fastenal	53.50	WAARN1604
5247	10/28/2020	Claims	3	33247	North County Regional Fire Authority	43,713.00	166
5248	10/28/2020	Claims	3	33248	Office Depot	524.31	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
5249	10/28/2020	Claims	3	33249	PUD Of Snohomish County *	273.67	200103539; 201942398
5250	10/28/2020	Claims	3	33250	Pace Engineers, Inc	19,156.00	City Of Stanwood
5251	10/28/2020	Claims	3	33251	SRV Construction, Inc.	314,984.28	City Of Stanwood
5252	10/28/2020	Claims	3	33252	Skagit Farmers Supply	1,081.47	135052; 135052
5253	10/28/2020	Claims	3	33253	Snohomish County Public Def Association	2,043.44	City Of Stanwood
5254	10/28/2020	Claims	3	33254	Snohomish County Treasurer	19.63	City Of Stanwood

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5255	10/28/2020	Claims	3	33255	Everett Daily Herald/ Sound Publishing	1,495.00	51439981
5256	10/28/2020	Claims	3	33256	Stanwood City Utility	4,514.55	3184; 3439; 1075; 2964; 2732; 2688; 2741; 2749; 2886; 2965; 3184; 3439; 2964; 1075;
5257	10/28/2020	Claims	3	33257	Stanwood Hardware	180.24	1414
5258	10/28/2020	Claims	3	33258	Stilly Auto Parts Napa	102.15	27197
5259	10/28/2020	Claims	3	33259	TMG Services Inc	331.71	1920010
5260	10/28/2020	Claims	3	33260	US Bank Na Custody/ Treas Div-Money Ctr	42.00	777221717
5261	10/28/2020	Claims	3	33261	Unum Life Insurance	88.40	0220603-036 2
5262	10/28/2020	Claims	3	33262	WA St Dept of Licensing *	918.00	City Of Stanwood
5263	10/28/2020	Claims	3	33263	WA St Treasurer	1,594.78	City Of Stanwood
5264	10/28/2020	Claims	3	33264	Washington State Patrol *	265.00	STA301
5265	10/28/2020	Claims	3	33265	Western Exterminator Company	322.14	683591; 683591
5266	10/28/2020	Claims	3	33266	Ziply Fiber	72.90	360-939-0579-080320-5
5270	10/29/2020	Claims	3	33267	Stanwood Senior Center	10,000.00	City Of Stanwood
5272	10/29/2020	Claims	3	33268	Lisa J Bruce Photography	3,000.00	City Of Stanwood
5364	11/04/2020	Claims	3	33269	Badger Meter Inc	143.20	460708
5365	11/04/2020	Claims	3	33270	Bonner Electrical Contracting LLC	2,148.82	City Of Stanwood
5366	11/04/2020	Claims	3	33271	Branom Instrument Co.	2,338.54	City Of Stanwood; City Of Stanwood
5367	11/04/2020	Claims	3	33272	Certified Folder Display Services Inc	1,444.04	129996
5368	11/04/2020	Claims	3	33273	City of Everett *	205.00	STACITG
5369	11/04/2020	Claims	3	33274	Databar Inc.	835.50	8952
5370	11/04/2020	Claims	3	33275	Edge Analytical Inc	916.00	STA01
5371	11/04/2020	Claims	3	33276	Holiday-Parks, Inc	43.01	CIOST5
5372	11/04/2020	Claims	3	33277	Les Schwab Tire Centers	1,113.38	S34-00006
5373	11/04/2020	Claims	3	33278	National Safety, Inc.	326.13	20-STACIT; City Of Stanwood
5374	11/04/2020	Claims	3	33279	Navia Benefits	50.00	City Of Stanwood
5375	11/04/2020	Claims	3	33280	Northsound Refrigeration	543.77	City Of Stanwood
5376	11/04/2020	Claims	3	33281	Office Depot	325.49	36274097; 36274097; 36274097
5377	11/04/2020	Claims	3	33282	Pace Engineers, Inc	866.42	City Of Stanwood
5378	11/04/2020	Claims	3	33283	RH2 Engineering Inc	24,529.19	City Of Stanwood
5379	11/04/2020	Claims	3	33284	Ricoh USA, Inc.	1,188.36	1316669-3660140; 1316669-3660090; 1316669-3660143; 1316669-3660142
5380	11/04/2020	Claims	3	33285	Rodda Paint	15.58	631460
5381	11/04/2020	Claims	3	33286	Safeway	23.78	191483
5382	11/04/2020	Claims	3	33287	Snoecker Inc Simple Security Solutions	143.97	City Of Stanwood
5383	11/04/2020	Claims	3	33288	Skagit Farmers Supply	132.19	135052
5384	11/04/2020	Claims	3	33289	Sno Co Office Of Public Defense *	408.00	City Of Stanwood
5385	11/04/2020	Claims	3	33290	Sno Co Prosecuting Attorney *	3,509.14	City Of Stanwood
5386	11/04/2020	Claims	3	33291	Sno Co Public Works *	283.63	CR000024; CR000024
5387	11/04/2020	Claims	3	33292	Sno Co Sheriff's Office - CB	1,573.60	City Of Stanwood
5388	11/04/2020	Claims	3	33293	Snohomish County 911	8,001.44	City Of Stanwood
5389	11/04/2020	Claims	3	33294	Speer Taps, Inc.	9,855.31	City Of Stanwood
5390	11/04/2020	Claims	3	33295	Stanwood Camano News	167.82	261981; 261981; 261981
5391	11/04/2020	Claims	3	33296	Stanwood City Utility	202.99	1473
5392	11/04/2020	Claims	3	33297	Strategies 360 Inc	3,000.00	City Of Stanwood; City Of Stanwood
5393	11/04/2020	Claims	3	33298	T-Bailey, Inc	5,418.40	City Of Stanwood

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

Time: 09:37:35 Date: 11/05/2020

10/15/2020 To: 11/04/2020

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5394	11/04/2020	Claims	3	33299	TMG Services Inc	1,007.95	1920010; 1920010; 1920010
5395	11/04/2020	Claims	3	33300	Waste Management Skagit	154.18	8-34465-95001
5396	11/04/2020	Claims	3	33301	Wave Broadband	142.68	3201-0316545-01
5397	11/04/2020	Claims	3	33302	Zumar Industries Inc	189.14	000683

001 General Fund	101,381.63		
101 Street Fund	5,943.95		
103 Street Construction Fund	317,390.28		
104 Park And Trail Improvement Fund	20,287.85		
107 Equipment Reserve Fund	37,148.75		
108 Transportation Sales Tax Fund	36.52		
115 Tourism And Promotion DSC	15,544.04		
401 Sewer Fund	16,104.51		
403 Sewer Construction Fund	51,107.45		
410 Drainage Fund	4,577.07		
411 Drainage Construction Fund	19,345.14		
421 Water Fund	16,542.93		
422 Water Construction Fund	15,710.75		
630 Agency Fund	3,270.50		
		Claims:	624,391.37
* Transaction Has Mixed Revenue And Expense Accounts	624,391.37		

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 Corden Dorhon Date: 11/5/20
( ) Deputy Finance Director

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7b
DATE:	November 12, 2020
SUBJECT:	City Council October 22, 2020 Regular Meeting Minutes
CONTACT PERSON:	Jennifer Ferguson, City Administrator/City Clerk
ATTACHMENTS:	A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the October 22, 2020 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE OCTOBER 22, 2020 REGULAR COUNCIL MEETING AS PRESENTED.

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, Darren Robb, Timothy Pearce, Steve Shepro, Sid Roberts and Judy Williams. The meeting was quorate.

Also present: 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 Pearce, second by Councilmember Williams to approve the agenda. Motion carried unanimously.

4. Citizen Comments

Due to the COVID 19 pandemic, the City Council removed the public comment item on the council agendas. This item is now being added back. The public was invited to submit comments or register to speak via the city website.

The City did not receive any public comment submissions.

5. Staff Reports

a. Finance Report-Third Quarter 2020 Ending September 30, 2020

6. Committee Reports

a. Planning Commission Meeting Minutes – September 28, 2020

7. Consent Agenda

a. Approve Vouchers and Payroll Checks
b. Approve October 08, 2020 Regular Meeting Minutes
c. Approve October 08, 2020 Special Workshop Meeting Minutes

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

8. Public Hearing

The public was invited to submit written public comments or by registering to speak via the city website.

The Mayor opened the Public Hearing.

The City did not receive any Public Comment submissions or registrations to speak.

a. Revenue Sources and Property Tax Levy for 2021
   i. Receive public comment on the proposed Ordinance
   ii. Adopt Ordinance 1488 Setting the 2021 Property Tax Levy

City Administrator, Jennifer Ferguson explained that the purpose of this agenda item is for a public hearing on revenue sources, including property taxes, for the 2021-2022 biennial budget which is required by State Law, Ch. 84.55.120 RCW. The City Council will consider Ordinance 1488, establishing the 2021 property tax levy.
The Mayor Closed the Public Hearing at 7:09.
Council discussed the proposed Ordinance.

Motion by Councilmember White, second by Councilmember Roberts to approve the first and second readings and adopt Ordinance 1488 levying taxes upon all property subject to taxation within the corporate limits of the city of Stanwood, Washington for 2021.

Councilmember Roberts – Yes, Councilmember Williams – Yes, Councilmember Johnson – No, Councilmember White – Yes, Councilmember Robb – No, Councilmember Pearce – No, Councilmember Shepro –Yes.
Motion Passes 4 -Yes 3-No

9. New Business

a. Approve the Purchase of New Holiday Decorations

Mayor Callaghan proposed Council consideration and approval of the purchase of new Christmas Decorations and decorative lighting.

Several years ago, the City hung Christmas and holiday decorations on street lights. The reason for discontinuation of this tradition is unclear and also linked to the PUD concern for hanging items on PUD owned street lights. The old snowflake light decorations are at the end of their useful life and broken apart; however, 25 Christmas banners are in good shape. As part of our city beautification program, seasonal banners and decorations create a sense of place and spruce up an otherwise dreary, gray winter season. Staff is

planning on hanging the existing 25 holiday banners this season on various city street lights and recommends strong consideration of additional decorations be purchased. The process for selection of the new decorations will be done through the management team and final selection by the Mayor.
The idea is that there will be twinkle lights wrapped around the light poles owned by the City. The Mayor also would like wreaths.
The hope is that this is a purchase that would last for years to come.

Council had a discussion about the proposal.

Motion by Councilmember Robb, second by Councilmember Pearce to approve the purchase of new holiday decorations not to exceed $50,000 and to amend the 2020 budget as needed.
Councilmember Roberts – Yes, Councilmember Williams – No, Councilmember Johnson – No, Councilmember White – No, Councilmember Robb – Yes, Councilmember Pearce – Yes, Councilmember Shepro –Yes.
Motion Passes 4 -Yes 3-No

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

10. Reports of Officers and Committees

a. Mayor's Report –
Mayor Callaghan thanked Council for passing the Christmas Lights purchase. She promised that it will exceed expectations. Mayor expressed sincere appreciation for everyone's participation in the meeting.

b. City Administrator's Report-
City Administrator, Jennifer Ferguson started by congratulating Councilmember Roberts on his appointment to the Community Transit Board. Thank you to Roberts for what you are doing and will continue to do.
The City staff pumpkin decorating contest is underway. We really have a lot of very talented staff members. This is all part of the Association of Washington Cities Well-City wellness program. Please vote for your favorite via social media.
Brett Vinson provided input regarding the Schenk Packing annexation application. Many councilmembers have been receiving telephone calls and emails from citizens who are opposed to the annexation. We just want to remind you that it is inappropriate to comment outside of council. Citizens are welcome to speak during public comment at the during the City Council meetings, or may contact the Clerk or City staff for more information. Brett will come up with a script of what to tell citizens that contact you going forward.
Department Director Soundbites –
Police Chief Rob Martin noted that his team has been meeting with the FBI, receiving lengthy instructions in case of possible election interference. At this time there are no threats.
Fire Chief John Cermak wanted to echo what Chief Martin said. The fire department has also been receiving instructions as he said but there are no threats at this time. He would

like to invite you all to go to the North County Fire Authority Facebook page to see all of the awards that have been handed out to firefighters lately.
Community Development Director, Patricia Love announced the great news that the City has received RCO approval to proceed with the Heritage Park ball field project. She also offered that citizens can contact her to receive information about the Schenk Packing annexation. This is a better route to go as they will become a party of record and get all of the information, including progress via email or telephone.
Jennifer Ferguson noted that the Finance Director position will be open until filled. We have received applications but feel that we would like to put it back out with hope to receive additional interest in the position.

c. Councilmember Reports and Questions-

Councilmember Shepro wanted to point out the City Check Register noting the CARES act funds that were grants to the Community Resource Center. Thank you to whoever is responsible for this.
Councilmember Williams asked if the CARES funds were for Non Profits also. Also wanted to mention that she is not opposed to the Christmas decorations, but would prefer to do it in a phased approach.

Jennifer Ferguson added that the first round of grants were for local businesses. The City had 44 businesses that were awarded CARES funds for a total of approximately 93k. The city will have more CARES funds available. There is a time deadline for using the funds. The City had additional funds that were given Community Resource Center to help the community. If you know anyone that is in need please let them know there is help available.

Councilmember Robb wanted to say what a great job the Mayor and City Staff did with the Budget process. Even with the switching of the Mayor and absence of a Finance Director.

Mayor Callaghan wanted to let everyone know that the credit should all go to Wendy, Jennifer and the City Staff. Excellent job!

12. Adjourn

Mayor Callaghan adjourned the meeting at 8:14 pm.

CITY OF STANWOOD	ATTEST:
______________________________	______________________________
Elizabeth Callaghan, Mayor	Jennifer Ferguson, City Clerk

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7c
DATE:	November 12, 2020
SUBJECT:	City Council October 22, 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 October 22, 2020 City Council Special Meeting Workshop are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE OCTOBER 22, 2020 COUNCIL SPECIAL MEETING WORKSHOP AS PRESENTED.

CITY OF STANWOOD

City Council Special Workshop Meeting
Thursday, October 22, 2020 – 5:15 p.m.
Zoom Online Meeting & Telephone

MINUTES

1. Welcome

Mayor Elizabeth Callaghan called the meeting to order at 5:15 p.m.

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

Also present: 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 Follow up –

City Administrator, Jennifer Ferguson presented the proposed 2021-2022 Biennial Budget. A copy of the questions received from the councilmembers is attached.
Ferguson reviewed the property tax information and explained the 1% levy amount. Council appreciates the additional time and explanation of the budget documents. The Civic Campus project was discussed and noted that it is reflected in budget at its current state as it is paused for now for many reasons.

3. Adjourn

Mayor Elizabeth Callaghan adjourned the meeting at 6:45 pm.

CITY OF STANWOOD	ATTEST:
____________________	____________________
Elizabeth Callaghan, Mayor	Jennifer Ferguson, City Clerk

City of Stanwood
2021-2022 Budget Deliberations

Budget Questions	Asked By	Budget Page Reference	Response
Could you provide a compelling reason to vote YES for the property tax levy, especially when many people are struggling? I was told that exercising the right to impose this levy can be tabled and revisited in 2021 when we could propose a 2% increase. Is this true? What would the levy amount be for 2021 if not increased the 1%?	Shepro; Robb	Page 14, 22	The City is limited to a 1% increase in property tax. This equates to a $17,000 increase from last year. The Council may choose to "bank" it's tax capacity and increase taxes in a future year; however may be limited to other statutory limits for tax increases and does not allow for minor consistent increases to provide for the cost of activities such as parks and street maintenance. For example, the cost allocation for a new park maintenance position and PW supervisory positions is over $50,000. $17,000 covers only 34% of this much needed staffing resource. Another cost would be the annual increases for public safety and law enforcement services with the County that increase about $200,000 each year. Note the council should still increase the levy for new construction which is $67,000 and begin capturing levy from new residential value. Consistent increases minimize larger increases in future years.
Could you provide more specifics as to what the $4.5 million Park & Trail Bond Proceeds are intended for? Are they intended to be strictly used on infrastructure only?	Shepro	Page 31	Park and trail improvements covered under the $4.5 million bond include the Port Susan Trail, Ovenell and Downtown park. Debt funds should only be used for capital investment and the city must find other sources to support the on-going operation and maintenenace of the park facilities. The Stanwood Legislative agenda for 2021 will support a new funding source for parks, such as park benefit districts - a sales tax funded, voter approved source to pay these types of debt obligations, instead of reliance on the general fund
The 106th Bypass is not a project I am familiar with. I could not find where it has ever been discussed by the Planning Commission. It appears that it would mainly benefit people driving from Camano Island to destinations to the north of Stanwood. I understand the need for a roundabout at Ovenell, but why is the bypass needed and why are we asking Stanwood residents to pay for this new road? Ovenell looks to be several years away from being an actual park. Is this the right time to be allocating money to this project?	Shepro	Page 31, A6, A8, A1	City staff has been working with WSDOT and Island County on options to improve traffic flow along SR 532 while ensuring that local access into and out of the downtown core can be maintained. This started with the $10,000 grant provided by WSDOT and accepted by the City Council in 2019. WSDOT has provided technical analysis of different traffic improvement scenarios to help inform future traffic and CIP decisions. This project has not yet been forwarded for public debate; staff has been waiting on the WSDOT traffic analysis prior to starting the public process. We only want to forward improvement options to the public that provide a noticable benefit to the community and improve traffic flow along SR 532. The public process on improvement options is anticipated to start in 2021 and is included in the up coming years work plan. Improving intersections on SR532 is a high priority and benefits Stanwood residents and noted in the community survey responses in 2019. WSDOT was not originally supportive of a roundabout for just Ovenell park access but this new road adds to the justification for it and eliminates congestion on the state route and on 102nd Ave, which is a major source of traffic complaints from city residents. Funding for transporation improvements (bond issuances) is planned to use TBD sales tax dollars which are paid for by not only Stanwood residents but Camano Island residents and other visitors to our area. Ovenell Park improvement projects is included in the 6-year CIP
You implied that there would be money in this budget to improve 80th Avenue. I could not find any money for 80th in this 2-year budget proposal. Is it there somewhere?	Shepro	Page 19 and A4	The allocation is for professional services to study the 80th Avenue and 64th Avenue corridors are in the General Fund Community Development Department page 19. Issues that have been raised on these two corridors include traffic volumes and speed. The purpose of the study is gather data and understand what types of improvements might help with both circulation and pedestrian / neighborhood comfort. While the standard widenting projects are included in the 6-year CIP, page A4 and estimated to start in 2023 as the funding sources for this improvement is to be paid for by development, the study may identifiy other improvements which will be included in the 2024 Comprehensive Plan update. Should the city pay for the improvements then debt would need to be issued to complete sooner than anticipated development
I would like to know more about the decision to place a downtown park across from the railroad tracks. I don't recall either the PTAC or the Planning Commission discussing this. I question the location of placing a park next to the very noisy Burlington tracks, our how people would be expected to "rest and relax" at this location.	Shepro	A12	Per the PROS plan, a downtown or urban plaza gathering place is identified. For many years, the City has made attempts to acquire the property to improve and create a gathering and gateway area to the eastside downtown and this space will enhance the potential for development of a towncenter concept on the eastside. The 2020 budget included $30,000 to explore the opportunities to add an urban park in the downtown core. A brownfield clean up grant from the WA Department of Commerce came available which enabled the city to revisit the option to purchase the site. The project aligns with the City Beautification Action Program by providing additional public space for festivals and other city events. A westside park would also be sought out as part of the town center concept and gathering space as well
Stanwood is top heavy with parks in the floodplain. This budget is proposing to spend approx. $4,000,000 on these downtown parks and only $400,000 for one park (Church Creek) on the hill. Since 90% of the population lives on the hill, people are asking for a park in NE Stanwood now. I would appreciate a discussion about how to rectify this imbalance.	Shepro	A11	Past City Councils and PTAC; along with community survey responses prioritize existing parks over new. Should the Civic Campus project change, there may be opportunity to expand Church Creek park south onto the property the city currently owns by constructing a smaller facility for police department; so the dollar equivalency would begin to even out the allocations on existing parks. Per the PROS plan a park should be considered around 280th and 300th. Any new undeveloped parkland would compete with the existing parks for completion. The upcoming 2024 Comprehesnive Plan update (which starts in 2021) provides an opportunity to start the conversation about park space allocation. Dicussions should include: type of park, general location, uses, and update to the CIP. In addition, the distribution of parks throughout the city should be discussed as current policy is that subdivisions provide their own private park space. If the City wants public parks, we may want to reconsider current policy and instead of developers building private parks have some type of payment in lieu fee which the city can then use to purchase land.

City of Stanwood
2021-2022 Budget Deliberations

Budget Questions	Asked By	Budget Page Reference	Response
One of the City's stated goals is to make Heritage a "tournament ready" park. The two new baseball/softball fields will not be enough to make Heritage tournament ready. And, this budget does not include money to achieve the tournament ready goal. In fact, the Capital Budget for Heritage (pg. A15) does not project any money for this goal through 2025. Do we need to re-assign some priorities?	Shepro	A15	Funding for the Heritage Park field improvements are in 2020 which follows the PROS plan to improve existing properties first prior to building facilities or purchasing new parklands. The 6-year CIP focuses on finishing construction of the Heritage Park ballfield improvement project as well as other Heritage Park improvements, Hamilton Park, and needed improvements to Church Creek Park. Future planning for Ovenell has been added, but this is the Council's policy if they'd like to focus on additional plannning and improvements to Heritage Park or Ovenell. Staff actively pursues grant funds for this park and all parks to be develped, which drives down the cost the city must allocate to park improvements and in the proposed budget uses debt proceeds as a source .
At the August 13th Workshop, the majority of Councilmembers expressed a strong interest in creating a Parks Department or in hiring a Parks Director or both. I believe Mayor Callaghan has also talked about making this a priority. There appears to be no money in this budget to do either of these things, unless this is what the $4.5 million bond debt is intended for. Let's discuss this in more depth	Shepro	Page 19	The allocation is for professional services to undertake a feasibility study on recreation programming. The goal is to determine what to offer and then determine what staffing is necessary. To hire staff and set up a department without a menu of recreation programming to be offered may be premature. Park and recreation expenditures are typically not fully covered by user fees. Parks planning is handled within Community Development and parks maintenance is handled within Public Works. There is no current Recreation department. To combine all three into a parks and recreation department may create duplicate efforts for two main disciplines of a new department. Staff highly recommends the feasibility study on recreation and what we would program.
What is our debt capacity? Provide more analysis on the debt required for projects	Robb	Page 30	Overall debt capacity is based on percentage of Assessed Valuation (AV) with 2021 AV over $1.37 billion, our capacity for non-voted debt is 1.5% and overall capacity is 2.5% of AV. The City can issue up to $33 million. Staff will review the proposed debt issuances during the budget worksession
What measures are there to support hiring an Economic Development Manager	Johnson	Page 19	The econ dev manager will support business retention for existing businesses by providing technical services and resources for successful business. 2. Recruitment efforts such as market studies for what types of businesses are attracted to the community. 3. Sales tax revenues generated by a new business would be determined by knowing what type of business and difficult to measure as the annual sales would be unknown 4. measure such as increases in sales tax, decreases in the number of vacant commercial spaces, satisfaction surveys of existing businesses, number of new business attracted to the community, number and type of new jobs brought to the community, analytics on Discover Stanwood Camano website. Note this position is planned to shift our tourism initiatives mostly in-house
I see in the budget a .5 FTE for a code enforcement officer. I'm happy about that and hope that person can be hired sooner than later.	Roberts	Page 19	The staff position is planned for 2022 after an assessment to determine whether we contract or hire internally for this level of service
There has been some discussion about a "scrub" of the municipal code in 2021-2022. That is badly needed in my opinion. Many archaic terms and some substantive discussion that the council should have about changes. Rather than using staff time for that, I would like to see some monies in the budget allocated for legal work regarding that endeavor. Council could weight in on the content but it should be drafted by legal professionals.	Roberts	Page 17	Staff is planning to assess the amount of SMC amendments are necessary. An RFP would be in order for soliciting consultants to provide codification services. Once the scope is known, the City Council may consider a budget amendment to accommodate for this project. Note: projects that are conducted by professional service agreements do not mean that staff does not devote time to oversight and keeping the project on track. Work plan capacity always needs to be a consideration but can be modified by saying "what shall we delay or not do" so that we can focus sufficiently on other workload. A full code scrub is recommended by staff, but is a major undertaking. The 2021/2022 work plan includes majors updates to the Comprehensive Plan. Some code edits can be done with this work effort, but a major code revision should follow the Comp Plan update.
At the top of Candle Ridge II, as 283rd connects to 8Oth Ave NW, a critical piece of sidewalk was never constructed by the developer. It is a long story, but the work was bonded and funds were deposited with the city to do that work. However, the funds were returned to the developer. The developer subsequently went out of business. The Issue: Those sidewalks will never be constructed by a developer of any property or development on 80th. Takeaway: **These sidewalks would provide a critical connection to foot traffic off 80th and that will increase as Schmidt plat and Chandler get constructed.** The request: I would like to see the city construct that piece of sidewalk in fund 103. Many residents have asked about it. Note: all right-a-way has been dedicated. Without city involvement, that will always be a piece of sidewalk missing. This piece would connect to future developer extensions	Roberts	A27	 This project may be added to the capital budget. Funding may be possible through TBD dollars. An assessment would be needed and budget amendment after Council consideration. This project can be looked at with the 80th & 64th Avenue study which is included in the Community Development Departments 2021 work plan. Future CIP projects will come from the 80th Avenue study.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7d
DATE:	November 12, 2020
SUBJECT:	City Council October 15, 2020 Special Meeting Minutes
CONTACT PERSON:	Jennifer Ferguson, City Administrator/City Clerk
ATTACHMENTS:	A – Council Special Workshop Meeting Minutes

SUMMARY STATEMENT

Minutes of the October 15, 2020 City Council Special Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE OCTOBER 15, 2020 COUNCIL SPECIAL MEETING WORKSHOP AS PRESENTED.

CITY OF STANWOOD

City Council Special Workshop Meeting
Thursday, October 15, 2020 – 7:00 p.m.
Zoom Online Meeting & Telephone

MINUTES

1. Welcome

Mayor Elizabeth Callaghan called the meeting to order at 7:00 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, Assistant to the City Administrator & Communications Specialist Krista Hintz and Deputy Clerk Sara Robinson.

2. Consider Ordinance #1483 Adopting Interim Zoning Regulations –

Community Development Director, Patricia Love explained that the purpose of this meeting is for Council consideration for interim zoning regulations regarding Enhanced Service Facilities (ESF).
The State of Washington regulates Enhanced Service Facilities per RCW 70.79. An Enhanced Service Facilities is defined as a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary. These facilities serve individuals 18 years of age or older with either a mental disorder, a substance use disorder, or co-occurring mental disorder and substance use disorder.

Currently, the Stanwood Zoning Code does not provide a definition or zoning standards for ESFs. Under the existing code, an ESF would be considered an unclassified use subject to approval of the Community Development Director. Unclassified uses are reviewed against the following two criteria:

> Criteria for Unclassified Uses. In order to make a determination that an unclassified use is permitted, conditionally permitted, or accessory, the community development director must find that the use is:

(a) In keeping with the purpose and intent of the zone and consistent with the Stanwood Comprehensive Plan policies; and
(b) Similar in nature to, and no more intense than, a specifically listed permitted, conditional or accessory use.

To avoid potential applications for Enhanced Service Facilities under the unclassified use criteria, staff is proposing that the Council adopt interim zoning regulations for a period of

six months to proactively identify a specific zoning approach to permit ESF facilities in the future, should a proposal come forward.
Staff recommends that the Council adopt the interim regulations as an emergency ordinance to avoid potential future applications for an Enhanced Service Facility which could force the city into reviewing the application under the unclassified use criteria and be subject to land use appeals. Due to the short timeline of this item it has not be circulated through the committees.

Motion by Councilmember Roberts, Second by Councilmember Pearce to authorize the Mayor to sign Ordinance 1493, Interim Enhanced Service Facilities Regulations and to schedule Public Hearing on the Draft Ordinance for December 10, 2020.
Councilmember Johnson – Yes, Councilmember White – Yes, Councilmember Robb – Yes, Councilmember Pearce – Yes, Councilmember Shepro – Yes, Councilmember Roberts –Yes, Councilmember Williams – Yes. Motion carried unanimously.

3. Adjourn

Mayor Elizabeth Callaghan adjourned the meeting at 7:25 pm.

CITY OF STANWOOD	ATTEST:
______________________________	______________________________
Elizabeth Callaghan, Mayor	Jennifer Ferguson, City Clerk

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7e

DATE: November 12, 2020

SUBJECT: Commerce Grant for the Stanwood Port Susan Trail

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Commerce Grant Contract

PURPOSE

The purpose of this agenda item is for Council to authorize the Mayor to sign the Washington State Department of Commerce grant contract in the amount of $194,000 for the design of the Stanwood Port Susan Trail – Phase 2.

BACKGROUND

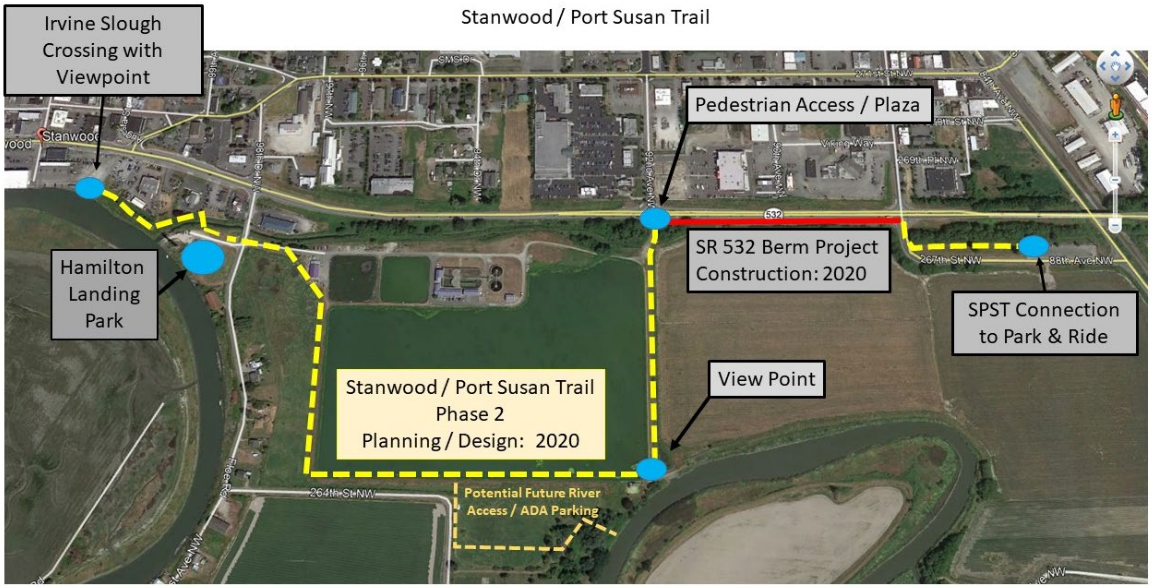
The design and permitting of the Stanwood Port Susan trail Phase 2 segment is in our 2020 / 2021 work plan. The proposed 6-10 foot wide pedestrian trail will start at the 88th Avenue park and ride lot, connect to the SR 532 Berm that is currently under construction, loop around the water treatment plant, pass through Hamilton Landing Park and connect to the Stillaguamish River overlook platform built by the boy scouts next to Twin City Foods.

A contract was signed with Confluence Environmental in May of 2020 in the amount of $245,000 to prepare the necessary environmental reports, survey and 30% design. This grant will cover a portion of the design costs incurred by the City for this project.

ANALYSIS

The Stanwood Non-Motorized Transportation Plan adopted in 2016 envisions a walkable community with future trails and bike paths. The need for more walking and biking facilities was reinforced in the 2019 / 2020 community survey. Under the parks category, walking trails and waterfront access were the two highest priorities.

One of the projects in the Non-Motorized Plan is a looped trail system around the City's downtown area from the train station to the farmlands just north of Ovenell Park. This trail has been named the Stanwood Port Susan trail due to its connection with the Stillaguamish River and views of Port Susan Bay. Phase I is currently under construction as part of the SR 532 Berm Project and is expected to be completed soon. Phase 2 of the trail is a 1.2 mile segment that runs from the Stanwood Park and Ride lot, around the waste water treatment plant, and along the Stillaguamish River to Twin City Foods. This portion of the project is currently under design.



As part of the 2020 Legislative process, the City submitted a funding request to our legislators to financially support the design of the Stanwood Port Susant Trail – Phase 2. The City received a direct budget appropriation, however the funds were split between the Department of Commerce and the Recreation and Conservation Office. The Commerce grant contract before the Council is a portion of the state funding allocated to the project through the Washington Department of Commerce.

FINANCIAL IMPACT

The Stanwood Port Susan Trail - Phase 2 design is included in the 2020 work plan and budget. Full project costs, including final design and construction, is in the 2021 / 2022 draft capital budget which is currently under consideration by the Council. Construction of the trail is anticipated in 2024. Fund 104, Park and Trail Improvement Fund, includes the budget for the trail design work under line item 594.76.63.19. The Commerce grant in the amount of $194,000 will be supplemented by the RCO grant in the amount of $241,000 (contract is pending).

Fiscal Impact			
Fund 104, Park and Trail Improvement Fund - Line Item 594.76.63.19.			
Fund(s):	City General Funds, Department of Commerce and RCO		
Amount:	$194,000	**Project Estimate:**	$3,842,710
Budget Authorized	**[X] Yes [ ] No**	**Amendment Required**	**[ ] Yes [X] No [ ] Monitor**

RECOMMENDATIONS

Staff Recommendation:

The Stanwood Port Susan Trail is one of the first implementing projects to improve the walkability of Stanwood. While the contract is heavily written in favor of the Washington State Department of Commerce, the City has worked successfully with Commerce on other grant projects and feels that this project will be just as successful. Staff recommends that the Council authorize the Mayor to sign the contract as provided in Exhibit A.

Committee/Board Recommendation:

The Stanwood Port Susan Trail Phase 2 design project has been reviewed multiple times by Council Committees and by the full Council. The Community Development Committee discussed the project on February 27 and April 23, 2020, the Parks/Trails Advisory Committee discussed the project at their January 18, February 18 and May 5, 2020 meetings, and the Public Works Committee just reviewed the Commerce grant contract on November 2, 2020. All committees are supportive of moving forward with the project.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the Washington State Department of Commerce grant contract in the amount of $194,000.

2. Direct staff to request changes to the grant contract.

3. Do not accept the Washington State Department of Commerce grant in the amount of $194,000.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE WASHINGTON STATE DEPARMTENT OF COMMERCE GRANT CONTRACT IN THE AMOUNT OF $194,000 FOR THE DESIGN OF STANWOOD PORT SUSAN TRAIL, PHASE 2.

Grant to

City of Stanwood
through

The Local and Community Projects Program

For

Port Susan Trail (Stanwood)

Start date: July 1, 2020

Contents

FACE SHEET

Grant Number: **21-96633-093**
Project Name: **Port Susan Trail (Stanwood)**

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit

<table>
<tr><td colspan="3">1. GRANTEE
City of Stanwood
10220 270TH ST NW
STANWOOD, WA 98292</td><td colspan="2">2. GRANTEE Doing Business As (optional)
N/A</td></tr>
<tr><td colspan="3">3. GRANTEE Representative
Patricia Love,
(360) 454-5206
patricia.love@ci.stanwood.wa.us</td><td colspan="2">4. COMMERCE Representative
Susan Butz, Grant Manager
PO Box 42525, Olympia, WA 98504
(360) 764-9552
susan.butz@commerce.wa.gov</td></tr>
<tr><td>5. Grant Amount
$194,000.00</td><td colspan="2">6. Funding Source
Federal: State:X Other: N/A:</td><td>7. Start Date
July 1, 2020</td><td>8. End Date
June 30, 2023
(subject to reappropriation)</td></tr>
<tr><td colspan="3">9. Federal Funds (as applicable)
N/A</td><td>Federal Agency
N/A</td><td>CFDA Number
N/A</td></tr>
<tr><td colspan="2">10. Tax ID #
XXXXXXXXXXXXXX</td><td>11. SWV #
SWV0015238-02</td><td>12. UBI #
319008103</td><td>13. DUNS #
N/A</td></tr>
<tr><td colspan="5">14. Grant Purpose
The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program as referenced in Attachment A – Scope of Work.</td></tr>
<tr><td colspan="5">COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "D" – Certification of Intent to Enter LEED Process.</td></tr>
<tr><td colspan="3">FOR GRANTEE

____
Signature

____
Print Name

____
Title

____
Date</td><td colspan="2">FOR COMMERCE

____
Mark K. Barkley, Assistant Director
Local Government Division

____
Date

APPROVED AS TO FORM

____
Steve Scheele, Assistant Attorney General

9/16/2020
Date</td></tr>
</table>

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name:	**City of Stanwood**
Grant Number:	21-96633-093
State Wide Vendor Number:	SWV0015238-02

PROJECT INFORMATION

Project Name:	**Port Susan Trail (Stanwood)**
Project City:	STANWOOD
Project State:	Washington
Project Zip Code:	98292

GRANT AGREEMENT INFORMATION

Grant Amount:	**$194,000.00**
Appropriation Number:	ESSB 6248 SL Section 1013 (2020 Regular Session)
Re-appropriation Number (if applicable):	N/A
Grant End Date:	**June 30, 2023 (subject to reappropriation)**
Biennium:	2019-2021
Biennium Close Date:	June 30, 2021
Earliest Date for Construction Reimbursement:	July 1, 2016

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

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

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

i) Eligible Project expenditures prior to the execution of this Grant Agreement.
ii) Cash dedicated to the Project.
iii) Funds available through a letter of credit or other binding loan commitment(s).
iv) Pledges from foundations or corporations.
v) Pledges from individual donors.
vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over $500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.

B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.

B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;

B. Design, engineering, architectural, and planning;

C. Construction management and observation (from external sources only);

D. Construction costs including, but not limited to, the following:

Site preparation and improvements;
Permits and fees;
Labor and materials;
Taxes on Project goods and services;
Capitalized equipment;
Information technology infrastructure; and
Landscaping.

E. Other costs authorized through the legislation

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.
No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

11. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.
The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence.

Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

A. The amount of fidelity coverage secured pursuant to this Grant shall be $2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subgrantees/subcontractors that receive $10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.
Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.

C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

16. <u>CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE</u>

A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.

B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

17. <u>SIGNAGE, MARKERS AND PUBLICATIONS</u>

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. <u>HISTORICAL AND CULTURAL ARTIFACTS</u>

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

21. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.

B. “COMMERCE” shall mean the Department of Commerce.

C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.

D. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. ”State” shall mean the state of Washington.

F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms “subgrantee/subcontractor” refers to any tier.

G. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

H. “Vendor” is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

I. “Grant Agreement” or “Agreement” means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

22. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE’s reports, including computer models and the methodology for those models.

23. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

24. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

25. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

27. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

28. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

29. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.
The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.
The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.
COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.
Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.
The GRANTEE shall include the above audit requirements in any subcontracts.
In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Accounting Services
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

30. <u>CONFIDENTIALITY/SAFEGUARDING OF INFORMATION</u>

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

31. <u>CONFLICT OF INTEREST</u>

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

32. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

33. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.
The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party’s (respondent’s) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor’s statement to both the Director or the Director’s designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.
The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

34. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

35. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

36. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

37. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

38. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

39. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

40. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

41. **LIMITATION OF AUTHORITY**
Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

42. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

43. **PAY EQUITY**
The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
    (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
    (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
    (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

44. **POLITICAL ACTIVITIES**
Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

45. **PUBLICITY**
The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

46. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

47. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

48. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

49. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

50. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

51. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

52. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

53. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

54. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

55. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

56. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.
The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

57. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

58. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.
COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially

completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.
The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.
After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

59. <u>TREATMENT OF ASSETS</u>

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

   All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

60. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures related to the 100% design of Phase 2 of Port Susan Trail, a 5 phase project that will create a 5 mile looped trail in Stanwood. Phase 2 is a 1.2 mile segment that runs from the Stanwood Park and Ride lot off of 88th Ave. and SR 532, around the waste water treatment plant, and along the Stillaguamish River to Twin City Foods.

Activities funded by this grant will include and not be limited to:

- Construction studies
- Environmental studies
- Public outreach related to design
- 30% Design

Phase 2 of this project began in June 2020 and is expected to be complete by June 2021.

All project work completed with prior legislative approval. The “Copyright Provisions”, Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE’s governing body as of the date and year written below.

____
GRANTEE

____
TITLE

____
DATE

ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	$194,000.00
Other Grants		
Grant #1		$
Grant #2		$
Total Other Grants		**$0.00**
Other Loans		
Loan #1		$
Loan #2		$
Total Loans		**$250,000.00**
Other Local Revenue		
Source #1	City of Stanwood	$
Total Local Revenue		**$250,000.00**
Other Funds		
Source #1		$
Source #2		$
Total Other Funds		**$0.00**
Total Project Funding		**$444,000.00**

<u>CERTIFICATION PERFORMANCE MEASURE</u>

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

____
GRANTEE

____
TITLE

____
DATE

ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

____
GRANTEE

____
TITLE

____
DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

IF EXEMPT: DO NOT SIGN

____
GRANTEE

____
TITLE

____
DATE

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8a
DATE:	November 12, 2020
SUBJECT:	Heritage Park Ball Field Renovation
CONTACT PERSON:	Patricia Love, Community Development Director Shawn Smith, City Engineer/Capital Projects Manager
ATTACHMENTS:	A - TayEx Bid

PURPOSE

The purpose of this agenda item is for Council consideration of reconstructing the Heritage Park parking lot in lieu of putting sod on the fields.

BACKGROUND

On September 10th the City Council authorized the Mayor to sign a contract with Taylor's Excavators Inc. (TayEx) for the Heritage Park baseball field renovation project. At the meeting Council approved the contract with the bid alternative to install sod on the fields. Council requested that staff return with additional information on seasonal use of the fields and durability of sod versus seed.

The Public Works Committee discussed the sod vs seed issue on September 14, 2020. After reviewing staff's responses to the Council's concerns, they unanimously supported maintaining the contract as approved with installing the sod so that it can be ready for spring play.

On September 15th staff met with the TayEx project management representative and discussed construction timing, approach and the sod versus seeded outfield preference. Staff relayed that the project start time was unexpectedly delayed by the State due to archeological concerns. TayEx was concerned that due to the delay the fields would not be ready for finishing (seed or sod) likely until January. Given that timing it was unknown whether sod should/could be installed and ready for spring play. TayEx sought the expertise of the landscaper on the project and their determination was that in fact it was not advisable to lay sod at that time and that even if it were installed it would not be ready for play in spring.

Also at that time, TayEx raised the issue of the failing parking lot at Heritage Park. The project manager had assessed the condition of the pavement and concluded that with the equipment impact necessary to complete the field renovation project it was likely that the parking lot would be significantly degraded to the point of necessitating paving immediately following the project.

ANALYSIS

The overall Heritage Park capital budget includes $1,755,000.00 which covers design and construction costs. The apparent low bidder was Taylor's Excavators Inc. at $1,388,478, or approximately $366,522 below budget.

With the low bid coming in below the budgeted amount and the inability to install sod in time for spring use, it provides the City with the option to repave the parking lot now with this construction contract instead of in 2023 as planned. Since the timing of this project is now at a time of slower construction activity, staff intends to provide the construction management in-house. This will allow the additional money for the parking lot paving to come from the previously approved funds. Below is a proposed alternative budget that keeps the project within budget and provides a small contingency if needed.

Heritage Park Construction Budget Summary

Budget Items	Approved Budget	**Proposed Alternative Budget**
Low Bid (Including Sales Tax)	$1,388,500	$1,388,500
Alternative 1 – Sod Installation on Fields 1 & 2	$135,300	0
Construction Management / Inspections (10%)	$138,850	0
Contingency	$92,350	$57,804
Parking Lot Reconstruction	0	$308,696
	$1,755,000	$1,755,000

Fiscal Impact			
Impact of Parking lot in Lieu of Sod:			
Fund(s):	Park Improvements - 594 76 63 18		
Amount:	$ 1,755,000	**Project Estimate:**	$ 1,755,000 -
Budget Authorized	**[X] Yes [ ] No**	**Amendment Required**	**[ ] Yes [X] No** **[ ] Monitor**

RECOMMENDATIONS

Staff Recommendation:

Maintain the contract as approved by Council action on September 10, 2020 which was to authorize the Mayor to sign a contract with Taylor's Excavators Inc. to complete the Heritage Park Improvements baseball field renovation project with base bid terms including seeded outfields on Fields 1 and 2 and include an additional change order item to pave the parking lot upon completion of the field renovation.

Committee/Board Recommendation:

Public Works Committee recommends seeding the fields and using those funds to reconstruct the parking lot.

CITY COUNCIL OPTIONS

1. Approve the seeded outfield option and approve a change order with TayEx for the Heritage Park parking lot reconstruction.
2. Reject the proposed change and stay with the base bid to seed the fields since the option to sod the fields is no longer viable.
3. Send this back to committee for further discussion.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SUPPORT THE SEEDED OUTFIELD OPTION AND SIGN A CHANGE ORDER WITH TAYEX FOR THE HERITAGE PARK PARKING LOT RECONSTRUCTION NOT TO EXCEED $308,696.00.

ATTACHMENT A

Contractor: Taylor's Excavators Inc
Project: Heritage Parking Lot Rebuild
Bid Date: October 2nd, 2020
Plans Set: N/A

TAYLOR'S EXCAVATORS INC.

No.	Description	Quantity	Unit	Price	Subtotal	Tax	Total	Notes
						9.20%		
	HERITAGE PARKING LOT REBUILD				**$282,688.50**	**$26,007.34**	**$308,695.84**	
	Mobilization	1	LS	8,500.00	$8,500.00	$782.00	$9,282.00	
	Erosion Control	1	LS	6,500.00	$6,500.00	$598.00	$7,098.00	
	Pulverize and CTB Existing Soils 12to 18in Depth 6% Conc.	7,777	SY	8.50	$66,104.50	$6,081.61	$72,186.11	
	2in Crush Rock	826	TNS	34.00	$28,084.00	$2,583.73	$30,667.73	
	3in HMA	1,300	TNS	130.00	$169,000.00	$15,548.00	$184,548.00	
	Shoulder Clean up	1	LS	4,500.00	$4,500.00	$414.00	$4,914.00	
	PROJECT TOTAL				**$282,688.50**	**$26,007.34**	**$308,695.84**	

CITY OF STANWOOD
CITY COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: November 12, 2020

SUBJECT: 2019-20 Budget Amendment No. 4, First Reading, Second Reading and Final Adoption of Ordinance 1490

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – Proposed Ordinance 1490 with Exhibit A

PURPOSE

The purpose of this agenda item is for City Council consideration of Ordinance 1490 which will provide final amendments of the 2019-2020 Budget

BACKGROUND

The City Council adopted the 2019-2020 Biennial budget and from time to time amended the budget for unforeseen expenditures and updates to forecasted revenue sources. Budget allocations for overall fund expenditures, by state law, are not to exceed the amount authorized by the City Council. The final budget amendments are proposed.

ANALYSIS

Adjust Capital Projects – Streets Capital Project Fund

When it comes to multi-year capital improvement projects, it is difficult to anticipate every possible financial scenario. Three street improvement projects require cash-flow adjustments in budgets to more accurately match expenditures incurred to the budget allocation.

Adjust Transfers between Funds

The Viking Way project has a Sewer and Water component, and funds for these expenses should be transferred to Street Construction from Sewer and Water Funds.

The Streets Construction fund will have add a transfer in from the General Fund to cover increased project costs in the current year.

The Tourism and Promotion fund will receive additional funding from the General Fund to cover expenses not covered by grants.

The Drainage Construction fund will have the transfer in from Drainage Operations increased to cover current projects.

Adjust Operating Expenditures – All Funds

A number of other budget allocations will also be adjusted to reflect work load accommodation and correct budget allocations for known changes. These adjustments include:

- Establish an allocation for the new pass through of sales tax sources to the Resource Center for affordable housing.
- Establish an allocation for COVID19 and Cares Act funded expenditures.

Adjust Debt Services

Adjust budget for the 2019 Revenue Water and Sewer Bonds. No funds have been spent on Sewer to date so the debt budget in Sewer fund needs to be removed.

RECOMMENDATION

Staff recommends approval of the first and second reading and final adoption of Ordinance 1490

FINANCIAL IMPACT

See Exhibit A attached to Ordinance 1490

COMMITTEE REVIEW

The budget is reviewed by the full City Council.

CITY COUNCIL OPTIONS

1. Approve first and second reading and final adoption of Ordinance 1490 with Exhibit A amending the 2019-20 budget.
2. Do not approve first and second reading and final adoption of Ordinance 1490 with Exhibit A amending the 2019-20 budget and direct staff to areas of concern.

RECOMMENDED MOTION

MOTION TO APPROVE FIRST AND SECOND READING AND FINAL ADOPTION OF ORDINANCE 1490 WITH EXHIBIT A AMENDING THE 2019-20 BUDGET AS PRESENTED.

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE 1490

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING ORDINANCE 1487 RELATING TO THE 2019-2020 BUDGET

WHEREAS, the City previously adopted the 2019 and 2020 biennial budget on November 19, 2018, pursuant to Ordinance 1465; and

WHEREAS, the City amended the 2019 and 2020 biennial budget on April 11, 2019, pursuant to Ordinance 1473; and

WHEREAS, the City amended the 2019 and 2020 biennial budget on November 25, 2019, pursuant to Ordinance 1482; and

WHEREAS, the City amended the 2019 and 2020 biennial budget on May 14, 2020, pursuant to Ordinance 1487; and

WHEREAS, by law the City may not have expenditures in excess of budgeted appropriations for an individual fund;

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

Section 1. Ordinance No. 1490 is hereby amended to reflect the totals of 2019 and 2020 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in Exhibit 1.

Section 2. Except as provided herein and any prior amendments, all provisions of Ordinance 1465, 1473, 1482, and 1487 shall remain in full force and effect unchanged.

ADOPTED by the City Council and APPROVED by the Mayor this ____ day of _____________ 2019.

CITY OF STANWOOD

____
Elizabeth Callaghan, Mayor

ATTEST:

____
Jennifer Ferguson, City Clerk

APPROVED AS TO FORM:

____
Brett Vinson, City Attorney

EXHIBIT 1

Fund Title	Fund No.	Description	2020 Current Budget Amendment #3 adopted 5/14/20	2020 Proposed Budget Amd. No. 4	Increase (Decrease)
General Fund	001	Beginning Fund Balance	$ 3,390,534	$ 3,390,534	$ -
General Fund	001	Revenue	$ 4,892,458	$ 5,222,958	$ 330,500
General Fund	001	Expenditures	$ 5,621,715	$ 6,133,795	$ 512,080
General Fund	001	Ending Fund Balance	$ 2,661,277	$ 2,479,697	$ (181,580)
Street Fund	101	Beginning Fund Balance	$ 120,695	$ 120,695	$ -
Street Fund	101	Revenue	$ 360,172	$ 360,172	$ -
Street Fund	101	Expenditures	$ 427,743	$ 444,583	$ 16,840
Street Fund	101	Ending Fund Balance	$ 53,124	$ 36,284	$ (16,840)
Street Impact Fee Fund	102	Beginning Fund Balance	$ 602,771	$ 602,771	$ -
Street Impact Fee Fund	102	Revenue	$ 220,403	$ 220,403	$ -
Street Impact Fee Fund	102	Expenditures	$ 250,000	$ 250,000	$ -
Street Impact Fee Fund	102	Ending Fund Balance	$ 573,174	$ 573,174	$ -
Street Construction	103	Beginning Fund Balance	$ 540,870	$ 540,870	$ -
Street Construction	103	Revenue	$ 2,748,900	$ 3,311,400	$ 562,500
Street Construction	103	Expenditures	$ 2,860,000	$ 3,804,500	$ 944,500
Street Construction	103	Ending Fund Balance	$ 429,770	$ 47,770	$ (382,000)
Park Improvement	104	Beginning Fund Balance	$ 894,551	$ 894,551	$ -
Park Improvement	104	Revenue	$ 2,163,900	$ 2,163,900	$ -
Park Improvement	104	Expenditures	$ 2,020,000	$ 2,020,000	$ -
Park Improvement	104	Ending Fund Balance	$ 1,038,451	$ 1,038,451	$ -
Fire Impact Fees Fund	105	Beginning Fund Balance	$ 27,126	$ 27,126	$ -
Fire Impact Fees Fund	105	Revenue	$ 13,400	$ 13,400	$ -
Fire Impact Fees Fund	105	Expenditures	$ 25,000	$ 25,000	$ -
Fire Impact Fees Fund	105	Ending Fund Balance	$ 15,526	$ 15,526	$ -
Park Impact Fees Fund	106	Beginning Fund Balance	$ 136,413	$ 136,413	$ -
Park Impact Fees Fund	106	Revenue	$ 40,948	$ 40,948	$ -
Park Impact Fees Fund	106	Expenditures	$ 100,000	$ 100,000	$ -
Park Impact Fees Fund	106	Ending Fund Balance	$ 77,361	$ 77,361	$ -
Equipment Reserve Fund	107	Beginning Fund Balance	$ 568,171	$ 568,171	$ -
Equipment Reserve Fund	107	Revenue	$ 180,192	$ 180,192	$ -
Equipment Reserve Fund	107	Expenditures	$ 358,000	$ 358,000	$ -
Equipment Reserve Fund	107	Ending Fund Balance	$ 390,363	$ 390,363	$ -
Transportation Sales Tax	108	Beginning Fund Balance	$ 381,574	$ 381,574	$ -
Transportation Sales Tax	108	Revenue	$ 307,500	$ 307,500	$ -
Transportation Sales Tax	108	Expenditures	$ 315,854	$ 317,854	$ 2,000
Transportation Sales Tax	108	Ending Fund Balance	$ 373,220	$ 371,220	$ (2,000)

EXHIBIT 1

Fund Title	Fund No.	Description	2020 Current Budget Amendment #3 adopted 5/14/20	2020 Proposed Budget Amd. No. 4	Increase (Decrease)
Contingency Fund	109	Beginning Fund Balance	$ 356,374	$ 356,374	$ -
Contingency Fund	109	Revenue	$ 32,400	$ 32,400	$ -
Contingency Fund	109	Expenditures	$ -	$ -	$ -
Contingency Fund	109	Ending Fund Balance	$ 388,774	$ 388,774	$ -
Building Improvement	110	Beginning Fund Balance	$ 1,355,732	$ 1,355,732	$ -
Building Improvement	110	Revenue	$ 516,800	$ 516,800	$ -
Building Improvement	110	Expenditures	$ 55,000	$ 70,000	$ 15,000
Building Improvement	110	Ending Fund Balance	$ 1,817,532	$ 1,802,532	$ (15,000)
Tourism & Promotion DSC	115	Beginning Fund Balance	$ -	$ -	$ -
Tourism & Promotion DSC	115	Revenue	$ 120,000	$ 164,000	$ 44,000
Tourism & Promotion DSC	115	Expenditures	$ 120,000	$ 120,000	$ -
Tourism & Promotion DSC	115	Ending Fund Balance	$ -	$ 44,000	$ 44,000
REET 1 - Capital Improvem	120	Beginning Fund Balance	$ 466,141	$ 466,141	$ -
REET 1 - Capital Improvem	120	Revenue	$ 109,300	$ 109,300	$ -
REET 1 - Capital Improvem	120	Expenditures	$ -	$ -	$ -
REET 1 - Capital Improvem	120	Ending Fund Balance	$ 575,441	$ 575,441	$ -
REET 2 - Growth Managem	121	Beginning Fund Balance	$ 831,273	$ 831,273	$ -
REET 2 - Growth Managem	121	Revenue	$ 114,500	$ 114,500	$ -
REET 2 - Growth Managem	121	Expenditures	$ 200,000	$ 200,000	$ -
REET 2 - Growth Managem	121	Ending Fund Balance	$ 745,773	$ 745,773	$ -
Debt Service Fund	205	Beginning Fund Balance	$ 149,032	$ 149,032	$ -
Debt Service Fund	205	Revenue	$ 222,700	$ 222,700	$ -
Debt Service Fund	205	Expenditures	$ 204,050	$ 204,050	$ -
Debt Service Fund	205	Ending Fund Balance	$ 167,682	$ 167,682	$ -
Sewer Fund	401	Beginning Fund Balance	$ 1,294,721	$ 1,294,721	$ -
Sewer Fund	401	Revenue	$ 2,089,221	$ 2,089,221	$ -
Sewer Fund	401	Expenditures	$ 2,340,748	$ 2,210,748	$ (130,000)
Sewer Fund	401	Ending Fund Balance	$ 1,043,194	$ 1,173,194	$ 130,000
Sewer Construction Fund	403	Beginning Fund Balance	$ 1,657,202	$ 1,657,202	$ -
Sewer Construction Fund	403	Revenue	$ 1,251,300	$ 1,249,800	$ (1,500)
Sewer Construction Fund	403	Expenditures	$ 1,460,000	$ 1,681,000	$ 221,000
Sewer Construction Fund	403	Ending Fund Balance	$ 1,448,502	$ 1,226,002	$ (222,500)
Sewer Plant Investment F	405	Beginning Fund Balance	$ 944,015	$ 944,015	$ -
Sewer Plant Investment F	405	Revenue	$ 482,040	$ 482,040	$ -
Sewer Plant Investment F	405	Expenditures	$ 1,042,000	$ 1,042,000	$ -
Sewer Plant Investment F	405	Ending Fund Balance	$ 384,055	$ 384,055	$ -

EXHIBIT 1

Fund Title	Fund No.	Description	2020 Current Budget Amendment #3 adopted 5/14/20	2020 Proposed Budget Amd. No. 4	Increase (Decrease)
Drainage Fund	410	Beginning Fund Balance	$ 459,647	$ 459,647	$ -
Drainage Fund	410	Revenue	$ 865,951	$ 865,951	$ -
Drainage Fund	410	Expenditures	$ 1,035,452	$ 1,305,255	$ 269,803
Drainage Fund	410	Ending Fund Balance	$ 290,146	$ 20,343	$ (269,803)
					$ -
Drainage Construction Fur	411	Beginning Fund Balance	$ 367,343	$ 367,343	$ -
Drainage Construction Fur	411	Revenue	$ 3,165,000	$ 3,415,000	$ 250,000
Drainage Construction Fur	411	Expenditures	$ 3,050,000	$ 3,250,000	$ 200,000
Drainage Construction Fur	411	Ending Fund Balance	$ 482,343	$ 532,343	$ 50,000
Drainage Plant Invest Fun	412	Beginning Fund Balance	$ 63,002	$ 63,002	$ -
Drainage Plant Invest Fun	412	Revenue	$ 85,540	$ 85,540	$ -
Drainage Plant Invest Fun	412	Expenditures	$ 100,000	$ 100,000	$ -
Drainage Plant Invest Fun	412	Ending Fund Balance	$ 48,542	$ 48,542	$ -
Water Fund	421	Beginning Fund Balance	$ 1,084,899	$ 1,084,899	$ -
Water Fund	421	Revenue	$ 2,064,752	$ 2,064,752	$ -
Water Fund	421	Expenditures	$ 2,355,565	$ 2,372,605	$ 17,040
Water Fund	421	Ending Fund Balance	$ 794,086	$ 777,046	$ (17,040)
Water Construction Fund	422	Beginning Fund Balance	$ 2,762,285	$ 2,762,285	$ -
Water Construction Fund	422	Revenue	$ 894,800	$ 894,800	$ -
Water Construction Fund	422	Expenditures	$ 2,388,000	$ 2,629,500	$ 241,500
Water Construction Fund	422	Ending Fund Balance	$ 1,269,085	$ 1,027,585	$ (241,500)
Cedarhome Plant Investm	423	Beginning Fund Balance	$ 113,085	$ 113,085	$ -
Cedarhome Plant Investm	423	Revenue	$ 12,680	$ 12,680	$ -
Cedarhome Plant Investm	423	Expenditures	$ 10,580	$ 10,580	$ -
Cedarhome Plant Investm	423	Ending Fund Balance	$ 115,185	$ 115,185	$ -
Water Plant Investment F	424	Beginning Fund Balance	$ 398,140	$ 398,140	$ -
Water Plant Investment F	424	Revenue	$ 419,920	$ 419,920	$ -
Water Plant Investment F	424	Expenditures	$ 600,000	$ 600,000	$ -
Water Plant Investment F	424	Ending Fund Balance	$ 218,060	$ 218,060	$ -
Water Bond Reserve Fund	451	Beginning Fund Balance	$ 405,225	$ 405,225	$ -
Water Bond Reserve Fund	451	Revenue	$ 424,075	$ 424,075	$ -
Water Bond Reserve Fund	451	Expenditures	$ 419,175	$ 419,175	$ -
Water Bond Reserve Fund	451	Ending Fund Balance	$ 410,125	$ 410,125	$ -
Sewer Bond Reserve Func	452	Beginning Fund Balance	$ 492,711	$ 492,711	$ -
Sewer Bond Reserve Func	452	Revenue	$ 8,900	$ 8,900	$ -
Sewer Bond Reserve Func	452	Expenditures	$ -	$ -	$ -
Sewer Bond Reserve Func	452	Ending Fund Balance	$ 501,611	$ 501,611	$ -

EXHIBIT 1

Fund Title	Fund No.	Description	2020 Current Budget Amendment #3 adopted 5/14/20	2020 Proposed Budget Amd. No. 4	Increase (Decrease)
Sewer Equipment Reserve	457	Beginning Fund Balance	$ 949,782	$ 949,782	$ -
Sewer Equipment Reserve	457	Revenue	$ 141,426	$ 141,426	$ -
Sewer Equipment Reserve	457	Expenditures	$ 556,500	$ 556,500	$ -
Sewer Equipment Reserve	457	Ending Fund Balance	$ 534,708	$ 534,708	$ -
Drainage Equipment Rese	458	Beginning Fund Balance	$ 276,562	$ 276,562	$ -
Drainage Equipment Rese	458	Revenue	$ 56,165	$ 56,165	$ -
Drainage Equipment Rese	458	Expenditures	$ 37,500	$ 37,500	$ -
Drainage Equipment Rese	458	Ending Fund Balance	$ 295,227	$ 295,227	$ -
Water Equipment Reserve	459	Beginning Fund Balance	$ 285,688	$ 285,688	$ -
Water Equipment Reserve	459	Revenue	$ 65,892	$ 65,892	$ -
Water Equipment Reserve	459	Expenditures	$ 65,000	$ 80,000	$ 15,000
Water Equipment Reserve	459	Ending Fund Balance	$ 286,580	$ 271,580	$ (15,000)
Custodial Fund	630	Beginning Fund Balance	$ 1,654	$ 1,654	$ -
Custodial Fund	630	Revenue	$ -	$ -	$ -
Custodial Fund	630	Expenditures	$ -	$ -	$ -
Custodial Fund	630	Ending Fund Balance	$ 1,654	$ 1,654	$ -
All Funds		Beginning Fund Balance	$ 21,377,219	$ 21,377,219	$ -
All Funds		Revenue	$ 24,071,235	$ 25,256,735	$ 1,185,500
All Funds		Expenditures	$ 28,017,882	$ 30,342,645	$ 2,324,763
All Funds		Ending Fund Balance	$ 17,430,572	$ 16,291,309	$ (1,139,263)

2020 Budget Amendment #4 FOR 2019-2020 - in Summary Form **ORDINANCE 1490 - Exhibit A**

Fund Title	Fund No.	Description	2020 Current Budget amended May 2020	2020 Proposed Budget Amendment #4	Increase (Decrease)
General Fund	001	Beginning Fund Balance	$ 3,390,534	$ 3,390,534	$ -
General Fund	001	Revenue	$ 4,892,458	$ 5,222,958	$ 330,500
General Fund	001	Expenditures	$ 5,621,715	$ 6,133,795	$ 512,080
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Street Fund	101	Revenue	$ 360,172	$ 360,172	$ -
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Transportation Sales Tax	108	Beginning Fund Balance	$ 381,574	$ 381,574	$ -
Transportation Sales Tax	108	Revenue	$ 307,500	$ 307,500	$ -
Transportation Sales Tax	108	Expenditures	$ 315,854	$ 317,854	$ 2,000
Transportation Sales Tax	108	Ending Fund Balance	$ 373,220	$ 371,220	$ (2,000)
Contingency Fund	109	Beginning Fund Balance	$ 356,374	$ 356,374	$ -
Contingency Fund	109	Revenue	$ 32,400	$ 32,400	$ -
Contingency Fund	109	Expenditures	$ -	$ -	$ -

2020 Budget Amendment #4 FOR 2019-2020 - in Summary Form **ORDINANCE 1490 - Exhibit A**

Fund Title	Fund No.	Description	2020 Current Budget amended May 2020	2020 Proposed Budget Amendment #4	Increase (Decrease)
Contingency Fund	109	Ending Fund Balance	$ 388,774	$ 388,774	$ -
Building Improvement	110	Beginning Fund Balance	$ 1,355,732	$ 1,355,732	$ -
Building Improvement	110	Revenue	$ 516,800	$ 516,800	$ -
Building Improvement	110	Expenditures	$ 55,000	$ 70,000	$ 15,000
Building Improvement	110	Ending Fund Balance	$ 1,817,532	$ 1,802,532	$ (15,000)
Tourism & Promotion DSC	115	Beginning Fund Balance	$ -	$ -	$ -
Tourism & Promotion DSC	115	Revenue	$ 120,000	$ 164,000	$ 44,000
Tourism & Promotion DSC	115	Expenditures	$ 120,000	$ 120,000	$ -
Tourism & Promotion DSC	115	Ending Fund Balance	$ -	$ 44,000	$ 44,000
REET 1 - Capital Improvemen	120	Beginning Fund Balance	$ 466,141	$ 466,141	$ -
REET 1 - Capital Improvemen	120	Revenue	$ 109,300	$ 109,300	$ -
REET 1 - Capital Improvemen	120	Expenditures	$ -	$ -	$ -
REET 1 - Capital Improvemen	120	Ending Fund Balance	$ 575,441	$ 575,441	$ -
REET 2 - Growth Managemen	121	Beginning Fund Balance	$ 831,273	$ 831,273	$ -
REET 2 - Growth Managemen	121	Revenue	$ 114,500	$ 114,500	$ -
REET 2 - Growth Managemen	121	Expenditures	$ 200,000	$ 200,000	$ -
REET 2 - Growth Managemen	121	Ending Fund Balance	$ 745,773	$ 745,773	$ -
Debt Service Fund	205	Beginning Fund Balance	$ 149,032	$ 149,032	$ -
Debt Service Fund	205	Revenue	$ 222,700	$ 222,700	$ -
Debt Service Fund	205	Expenditures	$ 204,050	$ 204,050	$ -
Debt Service Fund	205	Ending Fund Balance	$ 167,682	$ 167,682	$ -
Sewer Fund	401	Beginning Fund Balance	$ 1,294,721	$ 1,294,721	$ -
Sewer Fund	401	Revenue	$ 2,089,221	$ 2,089,221	$ -
Sewer Fund	401	Expenditures	$ 2,340,748	$ 2,210,748	$ (130,000)
Sewer Fund	401	Ending Fund Balance	$ 1,043,194	$ 1,173,194	$ 130,000
Sewer Construction Fund	403	Beginning Fund Balance	$ 1,657,202	$ 1,657,202	$ -
Sewer Construction Fund	403	Revenue	$ 1,251,300	$ 1,249,800	$ (1,500)
Sewer Construction Fund	403	Expenditures	$ 1,460,000	$ 1,681,000	$ 221,000
Sewer Construction Fund	403	Ending Fund Balance	$ 1,448,502	$ 1,226,002	$ (222,500)
Sewer Plant Investment Fun	405	Beginning Fund Balance	$ 944,015	$ 944,015	$ -
Sewer Plant Investment Fun	405	Revenue	$ 482,040	$ 482,040	$ -
Sewer Plant Investment Fun	405	Expenditures	$ 1,042,000	$ 1,042,000	$ -
Sewer Plant Investment Fun	405	Ending Fund Balance	$ 384,055	$ 384,055	$ -
Drainage Fund	410	Beginning Fund Balance	$ 459,647	$ 459,647	$ -
Drainage Fund	410	Revenue	$ 865,951	$ 865,951	$ -
Drainage Fund	410	Expenditures	$ 1,035,452	$ 1,305,255	$ 269,803
Drainage Fund	410	Ending Fund Balance	$ 290,146	$ 20,343	$ (269,803)
					$ -
Drainage Construction Fund	411	Beginning Fund Balance	$ 367,343	$ 367,343	$ -

2020 Budget Amendment #4 FOR 2019-2020 - in Summary Form **ORDINANCE 1490 - Exhibit A**

Fund Title	Fund No.	Description	2020 Current Budget amended May 2020	2020 Proposed Budget Amendment #4	Increase (Decrease)
Drainage Construction Fund	411	Revenue	$ 3,165,000	$ 3,415,000	$ 250,000
Drainage Construction Fund	411	Expenditures	$ 3,050,000	$ 3,250,000	$ 200,000
Drainage Construction Fund	411	Ending Fund Balance	$ 482,343	$ 532,343	$ 50,000
Drainage Plant Invest Fund	412	Beginning Fund Balance	$ 63,002	$ 63,002	$ -
Drainage Plant Invest Fund	412	Revenue	$ 85,540	$ 85,540	$ -
Drainage Plant Invest Fund	412	Expenditures	$ 100,000	$ 100,000	$ -
Drainage Plant Invest Fund	412	Ending Fund Balance	$ 48,542	$ 48,542	$ -
Water Fund	421	Beginning Fund Balance	$ 1,084,899	$ 1,084,899	$ -
Water Fund	421	Revenue	$ 2,064,752	$ 2,064,752	$ -
Water Fund	421	Expenditures	$ 2,355,565	$ 2,372,605	$ 17,040
Water Fund	421	Ending Fund Balance	$ 794,086	$ 777,046	$ (17,040)
Water Construction Fund	422	Beginning Fund Balance	$ 2,762,285	$ 2,762,285	$ -
Water Construction Fund	422	Revenue	$ 894,800	$ 894,800	$ -
Water Construction Fund	422	Expenditures	$ 2,388,000	$ 2,629,500	$ 241,500
Water Construction Fund	422	Ending Fund Balance	$ 1,269,085	$ 1,027,585	$ (241,500)
Cedarhome Plant Investmen	423	Beginning Fund Balance	$ 113,085	$ 113,085	$ -
Cedarhome Plant Investmen	423	Revenue	$ 12,680	$ 12,680	$ -
Cedarhome Plant Investmen	423	Expenditures	$ 10,580	$ 10,580	$ -
Cedarhome Plant Investmen	423	Ending Fund Balance	$ 115,185	$ 115,185	$ -
Water Plant Investment Fun	424	Beginning Fund Balance	$ 398,140	$ 398,140	$ -
Water Plant Investment Fun	424	Revenue	$ 419,920	$ 419,920	$ -
Water Plant Investment Fun	424	Expenditures	$ 600,000	$ 600,000	$ -
Water Plant Investment Fun	424	Ending Fund Balance	$ 218,060	$ 218,060	$ -
Water Bond Reserve Fund	451	Beginning Fund Balance	$ 405,225	$ 405,225	$ -
Water Bond Reserve Fund	451	Revenue	$ 424,075	$ 424,075	$ -
Water Bond Reserve Fund	451	Expenditures	$ 419,175	$ 419,175	$ -
Water Bond Reserve Fund	451	Ending Fund Balance	$ 410,125	$ 410,125	$ -
Sewer Bond Reserve Fund	452	Beginning Fund Balance	$ 492,711	$ 492,711	$ -
Sewer Bond Reserve Fund	452	Revenue	$ 8,900	$ 8,900	$ -
Sewer Bond Reserve Fund	452	Expenditures	$ -	$ -	$ -
Sewer Bond Reserve Fund	452	Ending Fund Balance	$ 501,611	$ 501,611	$ -
Sewer Equipment Reserve	457	Beginning Fund Balance	$ 949,782	$ 949,782	$ -
Sewer Equipment Reserve	457	Revenue	$ 141,426	$ 141,426	$ -
Sewer Equipment Reserve	457	Expenditures	$ 556,500	$ 556,500	$ -
Sewer Equipment Reserve	457	Ending Fund Balance	$ 534,708	$ 534,708	$ -
Drainage Equipment Reserve	458	Beginning Fund Balance	$ 276,562	$ 276,562	$ -
Drainage Equipment Reserve	458	Revenue	$ 56,165	$ 56,165	$ -
Drainage Equipment Reserve	458	Expenditures	$ 37,500	$ 37,500	$ -
Drainage Equipment Reserve	458	Ending Fund Balance	$ 295,227	$ 295,227	$ -

2020 Budget Amendment #4 FOR 2019-2020 - in Summary Form **ORDINANCE 1490 - Exhibit A**

Fund Title	Fund No.	Description	2020 Current Budget amended May 2020	2020 Proposed Budget Amendment #4	Increase (Decrease)
Water Equipment Reserve	459	Beginning Fund Balance	$ 285,688	$ 285,688	$ -
Water Equipment Reserve	459	Revenue	$ 65,892	$ 65,892	$ -
Water Equipment Reserve	459	Expenditures	$ 65,000	$ 80,000	$ 15,000
Water Equipment Reserve	459	Ending Fund Balance	$ 286,580	$ 271,580	$ (15,000)
Custodial Fund	630	Beginning Fund Balance	$ 1,654	$ 1,654	$ -
Custodial Fund	630	Revenue	$ -	$ -	$ -
Custodial Fund	630	Expenditures	$ -	$ -	$ -
Custodial Fund	630	Ending Fund Balance	$ 1,654	$ 1,654	$ -
All Funds		Beginning Fund Balance	$ 21,377,219	$ 21,377,219	$ -
All Funds		Revenue	$ 24,071,235	$ 25,256,735	$ 1,185,500
All Funds		Expenditures	$ 28,017,882	$ 30,342,645	$ 2,324,763
All Funds		Ending Fund Balance	$ 17,430,572	$ 16,291,309	$ (1,139,263)
			$ 17,430,572.42	$ 16,291,309.42	$ (1,139,263.00)

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	9b
DATE:	November 12, 2020
SUBJECT:	2021-2022 Biennial Budget First Reading of Ordinance 1489 to adopt biennial budget Setting 2021 Non-Rep Salary Schedule
CONTACT PERSON:	Jennifer Ferguson, City Administrator
ATTACHMENTS:	A – Ordinance 1489 *for First Reading* B – Resolution 2020-12 *for Approval*

Reference: https://stanwoodwa.org/DocumentCenter/View/4535/PROPOSED-BUDGET-BOOK-2021-2022

PURPOSE

The purpose of this agenda item is for the first reading of Ordinance 1489 and to conduct a public hearing on the proposed 2021-2022 Biennial Budget, which is required by State Law, Ch, 35A.34 RCW. The City Council will consider the first reading of Ordinance 1489; as well as, consider Resolution 2020-12 which sets the 2021 salary schedule for non-represented city employees.

BACKGROUND

The proposed 2021-2022 Biennial Budget was presented to the City Council during its special meeting budget workshop on October 8, 2020 and published online on the city website which is referenced above. Budget workshops included the August 13th Council priorities setting discussion, the October 8th budget workshop and the October 22nd budget workshop. Also on October 22, 2020, the City Council set the 2021 Property Tax Levy.

ANALYSIS

The 2021-2022 Biennial Budget is comprised of 30 funds with a total budgeted revenue forecast of $53.2 million matched to budgeted expenditure allocations of $48.3 million. The city is projected to begin the 2021- 2022 biennium with a beginning fund balance of $20.6 million for all funds and the impact of revenues forecasted to be over expenditures, estimates the biennium ending fund balance at $25.6 million. Ordinance 1489 sets forth the

Summary Revenues, Expenditures and Fund Balances for all funds and is also shown on page 10 of the 2021-2022 Budget.

City Council Priorities

On August 13th the Stanwood City Council met to discuss budget priorities that will guide staff in the preparation of the biennial budget by requesting allocations of funds for staffing resources, operating costs and capital investments. Those priorities are:

- ***Support a Sustainable Local Economy***
  - *Focus economic development efforts on continually building a sustainable local economy by supporting existing businesses, recruiting new business and promote our tourism industry.*
- ***Enhance Parks and Recreation***
  - *Improve our existing parks and trails, especially along the waterfront and develop recreational opportunities for the community and visitors*
- ***Build Safe Streets***
  - *Develop multi-modal, safe and aesthetically pleasing city streets and support our WSDOT partnership to improve SR532 intersections*
- ***Improve Public Engagement Opportunity***
  - *Continually enhance connectivity and public engagement tools for residents, business and visitors through diverse communication channels that include alternative meeting formats*

Major Initiatives in the 2021-2022 Budget

The 2021-2022 Budget works to achieve Council and community priorities by:

- Adding staffing resources to continue to enhance our service delivery in Public Works and Economic Development
- Adopting a formal 5-year Strategic Plan
- Continuous customer service improvements through automation of city services both internal organization strategic intents and external for customers and visitors
- Preparing for the Comprehensive Plan Update
- Conducting a Park and Recreation Programming Feasibility Study

- Implementing the City Beautification Action Program which includes Main Street revitalization
- Conducting a Hotel Feasibility Study
- Reboot our Discover Stanwood Camano tourism and Marketing initiative
- Recruit new businesses and implement our Business Retention Program for existing business
- Assessing the 80th Avenue corridor including intersections to determine what capital investments need to be made in the short and long term future
- Construct the new Hamilton Park and Boat Launch project
- Finish Design and Construct phase 2 of the Port Susan Trail
- Continue the Irvine Slough drainage improvement project
- Continue master planning for Ovenell Park and the Johnson Farm properties
- Continue work with WSDOT on SR532 Intersection Improvements
- Improve 101st St NW, connected intersections and improve drainage
- Continue work to finish the Viking Way connection, west to 92nd Ave
- Construct Sewer Main Lift Station improvements
- Start design of Bioprocessing project at the Waste Water Treatment Plan
- Continue pursuing long-term water source options
- Annual street overlay, sidewalk maintenance and drainage maintenance projects

General Fund Overview

The general fund is the main operating fund of the City and includes revenue and expenditure allocations for general government activities that include legislative, public safety, community planning and development, economic development, street maintenance, park maintenance, facility maintenance; along with general administration divisions of finance, human resources, information technology and communications. Overall general fund revenues are projected at $12.5 million for 2021-2022, an increase of 10.2% from 2019-2020 sources. General fund expenditures are projected at $12.4 million, a decrease of -9.7% from the prior budget. The table on page 12 of the Budget shows a summary of revenues and expenditures for the two year period.

General fund ending balance is anticipated to increase $50,000 as revenues are anticipated to be more than expenditures, thus continuing the city council policy on saving reserves for economic downturns and future investment in capital assets. A stable fund balance, at 34% of operating expenditures, is predicted and shown in the budget on page 13.

Street Operating Fund Overview

The street operating fund is a sub-fund of the General Fund and used to track street maintenance operations. Street operating costs are increasing due to the added staffing resources necessary to support enhanced service delivery. This fund is supported by the General Fund and new for this biennial budget includes funding support from the transportation benefit district. Summary revenues and expenditures for this fund is found on page 23 of the Budget.

Special Revenue Funds Overview

Special Revenue Funds are established to account for a specific revenue source mandated by the City Council, State of Washington or other Regulatory authority. These sources then support special programs and capital projects by transferring out funds to other funds. In the case of special revenue funds that primarily support capital investments, longer term cash flow analysis is prepared to not only support the biennial budget allocations for a two year period but to assess the longer term impacts on important sources. Special Revenue Fund sources and uses are included by fund in the Budget starting on page 24-26. Longer-term cash-flow analysis is found on page A31 in the appendix section.

Capital Project Funds Overview

As part of the biennial budget, the Capital Improvement Plan (CIP) is updated and the budget includes sources and uses in the two-year budget for capital investments that are key to achieving community priorities. Capital project allocations are major expenditures and the 2021-2022 budget includes almost $20 million in capital investments. See the table, on page 28 of the budget book.

While some capital projects have clearly defined sources of revenue to cover project costs, debt proceeds may be a necessary source to fill an unfunded portion of the project or may be required to cover the entire cost of project or group of projects. In 2022, the budget proposes that $4.5 million in a park and trails bond will be needed to fully fund park and trail projects included in the CIP. Other sources of revenue for these projects include grants and impact fees. Staff is committed to finding the greatest amount of grant opportunities for our capital projects which would offset the amount of debt required to bring projects to fruition. Capital Project Fund details are found on page 29-30 of the Budget. As well as, a debt analysis for the unfunded portion of these projects, found on page 31 of the Budget. Individual Capital Projects are found in the Appendix section of the Budget starting on page A3.

Utility Funds Overview

The City of Stanwood operates three utilities of wastewater, water and storm water. The total overall utility operating fund forecasted revenues for 2021-2022 is $11.2 million a 15.8% increase from 2019- 2020 operating revenues. Utility rates are set every five years per the Stanwood rate study. For 2021-2022, water rates will increase 3%, wastewater rate increase of 7% and storm water rate increase of 16%. Other utility revenues include plant investment fees from new development that support improvements to the utility systems.

Operating expenditures in the utility funds are expected to remain similar to the prior year. While staffing resources increase, capital investments decline depending on the schedule of capital investments planned in the CIP. This is common. Major capital projects include the Main Lift Station Upgrade, Irvine Slough, Bio solids processing and other sewer collection upgrades. Utility Fund information is found starting on page 32 of the Budget.

City Staffing Overview

City services are provided to the community through the allocation of people and tools. In 2021-2022, the budget includes the continuation of enhancing our staffing resources by adding much needed positions. The City plans to add 4.5 FTE positions which include:

- Economic Development & Marketing Manager
- Public Works Supervisor
- Parks/Streets Maintenance
- Public Works Engineering Technician
- Code Enforcement Officer (.50)

On an annual basis, the City Council sets the salary schedule for FLSA exempt and non-represented city employees. See Attachment B for the proposed 2021 salaries which include a cost of living adjustment of 3% from

2020 salaries. Through contractual approvals on a multi-year basis, the City Council sets the salary schedules for represented employees. Represented salaries were set for a three year period covering January 1, 2021 through December 31, 2023 so no new salary schedule is proposed for this group of employees. Represented employees will receive a 3.25% cost of living adjustment per contract.

RECOMMENDATIONS

Staff Recommendation: Staff recommends approval of the first reading of Ordinance 1489 and conducting the public hearing to receive public testimony. The second reading and final adoption of the 2021-2022 Budget are scheduled for November 23, 2020.

Staff also recommends approval of Resolution 2020-12 setting the 2021 Salaries for FLSA exempt and non-represented employees.

Committee/Board Recommendation: N/A. The budget is review by the full City Council

CITY COUNCIL OPTIONS

The City Council options include:

1. Approve the first reading of Ordinance 1489 with Exhibit A and Approve Resolution 2020-12
2. Approve the first reading of Ordinance 1489 with Exhibit A but do not approve Resolution 2020-12 and direct staff to provide other options for setting salary schedule for non-rep employees
3. Do not approve Ordinance reading or approve Resolution 2020-12 and direct staff to prepare other budget analysis, make further adjustments and provide other options for setting salary schedule for non-rep employees.

PROPOSED MOTION

MOTION TO APPROVE THE FIRST READING OF ORDINANCE 1489 with Exhibit A FOR ADOPTION OF THE 2021-2022 BIENNIAL BUDGET AND TO SCHEDULE THE SECOND READING AND FINAL ADOPTION HEARING FOR NOVEMBER 23, 2020

MOTION TO APPROVE RESOLUTION 2020-12 SETTING THE 2021 SALARY AND BENEFITS FOR ALL FLSA EXEMPT AND NON-REPRESENTED CITY EMPLOYEES WHICH INCLUDES A COST OF LIVING ADJUSTMENT OF 3.0%

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE 1489

AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF STANWOOD, WASHINGTON, FOR THE YEARS 2021 AND 2022, AND SETTING FORTH IN SUMMARY FORM THE TOTALS OF ESTIMATED REVENUES AND APPROPRIATIONS FOR EACH SEPARATE FUND AND THE AGGREGATE TOTALS FOR ALL SUCH FUNDS COMBINED.

WHEREAS, State Law, Chapter 35A.34 RCW has provided that the legislative body of any city of the first and second classes and all towns may, by ordinance elect to have a two-year fiscal biennial budget in lieu of the annual budget which is otherwise provided for; and

WHEREAS, State Law, Chapter 35A.11.020 RCW has provided that the legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law; and

WHEREAS, pursuant to State Law, Chapter 35A.34 RCW, the City of Stanwood, as a code city, is authorized to adopt a two year biennial budget; and

WHEREAS, on July 25, 2013 the City Council adopted Ordinance 1348 establishing a two-year biennial budget for the City of Stanwood for the first two-year budget period beginning January 1, 2015.

WHEREAS, State law requires that the City adopt a biennial budget before the end of the preceding calendar year; and

WHEREAS, the Mayor proposed the 2021-2022 Biennial Budget, on October 8, 2020 to the Stanwood City Council as provided by law; and

WHEREAS, the City Council held public budget workshops on August 13, 2020, October 8, 2020, and October 22, 2020, in preparation for the budget for the years 2021 and 2022; and

WHEREAS, as required by law, on November 12, 2020 and November 23, 2020, the City Council has held public hearings and provided opportunity for public comment on the proposed 2021-2022 Biennial Budget;

NOW THEREFORE, the City Council of the City of Stanwood, Washington do ordain as follows:

Section 1. In accordance with the provisions of Chapter 35A.34 RCW the budget of the City of Stanwood for the year 2021 in the aggregate amount of $24,230,924. is hereby adopted.

Section 2. In accordance with the provisions of Chapter 35A.34 RCW the budget of the City of Stanwood for the year 2022 in the aggregate amount of $24,066,906. is hereby adopted.

Section 3. The totals of budgeted revenues and appropriations for each separate fund are set forth in summary form for 2021 and 2022 and attached as Exhibit A to Ordinance 1489

Section 4. Following adoption of this ordinance a copy shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and the Municipal Research Services Center.

Section 5. Effective Date. This ordinance shall take effect and be in force January 1, 2021.

ADOPTED by the City Council and **APPROVED** by the Mayor this 23rd day of November, 2020.

CITY OF STANWOOD

____
Elizabeth Callaghan, Mayor

ATTEST:

____
Jennifer Ferguson, City Administrator/City Clerk

APPROVED AS TO FORM:

____

Brett Vinson, City Attorney

Fund Name	Beginning Fund Balance Est'd	Revenues Est'd			Expenditures			Ending Fund Balance Est'd
		2021	2022	Total	2021	2022	Total	
General Fund	$ 4,148,972	6,168,458	6,287,999	$ 12,456,457	5,953,139	6,452,817	$ 12,405,957	$ 4,199,473
Street Operating Fund	$ 68,211	665,900	671,209	$ 1,337,109	663,786	668,317	$ 1,332,103	$ 73,217
Street Impact Fee Fund	$ 652,061	216,665	218,665	$ 435,330	-	-	$ -	$ 1,087,391
Street Capital Fund	$ 923,458	1,616,400	4,014,400	$ 5,630,800	1,604,500	3,802,500	$ 5,407,000	$ 1,147,258
Park & Trail Capital Fund	$ 361,236	1,813,900	5,518,900	$ 7,332,800	1,715,000	1,654,000	$ 3,369,000	$ 4,325,036
Fire Impact Fees	$ 41,726	-	-	$ -	-	-	$ -	$ 41,726
Park Impact Fees	$ 274,658	84,135	84,135	$ 168,270	-	140,000	$ 140,000	$ 302,928
Equipment Reserve Fund	$ 394,029	196,890	163,100	$ 359,990	277,050	-	$ 277,050	$ 476,969
Transportation Benefit District Fund	$ 477,457	475,500	475,500	$ 951,000	359,450	361,450	$ 720,900	$ 707,557
Contingency Fund	$ 389,047	55,400	55,400	$ 110,800	-	-	$ -	$ 499,847
Building Improvement Fund	$ 1,497,490	16,800	16,800	$ 33,600	100,000	50,000	$ 150,000	$ 1,381,090
Tourism And Promotion: Discover S	$ 2,931	79,000	109,000	$ 188,000	74,000	74,000	$ 148,000	$ 42,931
REET 1 Fund: Capital Improvements	$ 840,519	310,300	310,300	$ 620,600	724,000	300,000	$ 1,024,000	$ 437,119
REET 2 - Growth Management	$ 1,010,420	315,500	315,500	$ 631,000	-	480,000	$ 480,000	$ 1,161,420
Debt Service Fund	$ 12,896	500	298,500	$ 299,000	-	298,000	$ 298,000	$ 13,896
Sewer Utility Funds	$ 1,607,730	2,340,900	2,421,820	$ 4,762,720	2,350,398	2,421,629	$ 4,772,026	$ 1,598,424
Sewer Capital Fund	$ 2,096,342	4,206,300	2,059,300	$ 6,265,600	4,147,000	2,000,000	$ 6,147,000	$ 2,214,942
Sewer Plant Investment Fund	$ 164,870	155,000	155,000	$ 310,000	300,000	-	$ 300,000	$ 174,870
Sewer Bond Reserve	$ 500,383	8,900	8,900	$ 17,800	-	-	$ -	$ 518,183
Sewer Equipment Reserve	$ 574,769	116,461	112,411	$ 228,872	125,000	-	$ 125,000	$ 678,641
Drainage Operating Fund	$ 524,713	1,055,300	1,092,050	$ 2,147,350	955,540	808,590	$ 1,764,131	$ 907,932
Drainage Capital Fund	$ 110,672	1,815,000	1,015,000	$ 2,830,000	1,800,000	1,000,000	$ 2,800,000	$ 140,672
Drainage Plant Investment Fund	$ 46,036	80,700	80,700	$ 161,400	27,000	40,500	$ 67,500	$ 139,936
Drainage Equipment Reserve	$ 296,173	65,064	51,641	$ 116,705	104,950	-	$ 104,950	$ 307,928
Water Operating Fund	$ 979,328	2,114,200	2,185,425	$ 4,299,625	2,312,973	2,330,707	$ 4,643,680	$ 635,273
Water Capital Fund	$ 1,436,359	44,800	44,800	$ 89,600	200,000	750,000	$ 950,000	$ 575,959
Cedar Home Plant Investment Fees	$ 114,826	12,100	12,100	$ 24,200	10,000	10,000	$ 20,000	$ 119,026
Water Plant Investment Fees	$ 402,579	205,000	205,000	$ 410,000	-	-	$ -	$ 812,579
Water Bond Reserve	$ 412,342	424,038	429,296	$ 853,334	419,138	424,396	$ 843,534	$ 422,142
Water Equipment Reserve	$ 288,718	83,160	76,216	$ 159,376	8,000	-	$ 8,000	$ 440,094
Total Funds	**$ 20,650,952**	**24,742,271**	**28,489,067**	**$ 53,231,338**	**24,230,924**	**24,066,906**	**$ 48,297,830**	**$ 25,584,460**

City of Stanwood
Summary Revenues, Expenditures and Fund Balance
2021-2022 Biennial Budget

Ordinance 1489 - Exhibit A

Fund Name	Beginning Fund Balance	Revenues 2021	Revenues 2022	Revenues Total	Expenditures 2021	Expenditures 2022	Expenditures Total	Ending Fund Balance
General Fund	$ 4,148,972	6,168,458	6,287,999	$ 12,456,457	5,953,139	6,452,817	$ 12,405,957	$ 4,199,473
Street Operating Fund	$ 68,211	665,900	671,209	$ 1,337,109	663,786	668,317	$ 1,332,103	$ 73,217
Street Impact Fee Fund	$ 652,061	216,665	218,665	$ 435,330	-	-	$ -	$ 1,087,391
Street Capital Fund	$ 923,458	1,616,400	4,014,400	$ 5,630,800	1,604,500	3,802,500	$ 5,407,000	$ 1,147,258
Park & Trail Capital Fund	$ 361,236	1,813,900	5,518,900	$ 7,332,800	1,715,000	1,654,000	$ 3,369,000	$ 4,325,036
Fire Impact Fees	$ 41,726	-	-	$ -	-	-	$ -	$ 41,726
Park Impact Fees	$ 274,658	84,135	84,135	$ 168,270	-	140,000	$ 140,000	$ 302,928
Equipment Reserve Fund	$ 394,029	196,890	163,100	$ 359,990	277,050	-	$ 277,050	$ 476,969
Transportation Benefit District Fund	$ 477,457	475,500	475,500	$ 951,000	359,450	361,450	$ 720,900	$ 707,557
Contingency Fund	$ 389,047	55,400	55,400	$ 110,800	-	-	$ -	$ 499,847
Building Improvement Fund	$ 1,497,490	16,800	16,800	$ 33,600	100,000	50,000	$ 150,000	$ 1,381,090
Tourism And Promotion: Discover Stanwood Camano	$ 2,931	79,000	109,000	$ 188,000	74,000	74,000	$ 148,000	$ 42,931
REET 1 Fund: Capital Improvements	$ 840,519	310,300	310,300	$ 620,600	724,000	300,000	$ 1,024,000	$ 437,119
REET 2 - Growth Management	$ 1,010,420	315,500	315,500	$ 631,000	-	480,000	$ 480,000	$ 1,161,420
Debt Service Fund	$ 12,896	500	298,500	$ 299,000	-	298,000	$ 298,000	$ 13,896
Sewer Utility Funds	$ 1,607,730	2,340,900	2,421,820	$ 4,762,720	2,350,398	2,421,629	$ 4,772,026	$ 1,598,424
Sewer Capital Fund	$ 2,096,342	4,206,300	2,059,300	$ 6,265,600	4,147,000	2,000,000	$ 6,147,000	$ 2,214,942
Sewer Plant Investment Fund	$ 164,870	155,000	155,000	$ 310,000	300,000	-	$ 300,000	$ 174,870
Sewer Bond Reserve	$ 500,383	8,900	8,900	$ 17,800	-	-	$ -	$ 518,183
Sewer Equipment Reserve	$ 574,769	116,461	112,411	$ 228,872	125,000	-	$ 125,000	$ 678,641
Drainage Operating Fund	$ 524,713	1,055,300	1,092,050	$ 2,147,350	955,540	808,590	$ 1,764,131	$ 907,932
Drainage Capital Fund	$ 110,672	1,815,000	1,015,000	$ 2,830,000	1,800,000	1,000,000	$ 2,800,000	$ 140,672
Drainage Plant Investment Fund	$ 46,036	80,700	80,700	$ 161,400	27,000	40,500	$ 67,500	$ 139,936
Drainage Equipment Reserve	$ 296,173	65,064	51,641	$ 116,705	104,950	-	$ 104,950	$ 307,928
Water Operating Fund	$ 979,328	2,114,200	2,185,425	$ 4,299,625	2,312,973	2,330,707	$ 4,643,680	$ 635,273
Water Capital Fund	$ 1,436,359	44,800	44,800	$ 89,600	200,000	750,000	$ 950,000	$ 575,959
Cedar Home Plant Investment Fees	$ 114,826	12,100	12,100	$ 24,200	10,000	10,000	$ 20,000	$ 119,026
Water Plant Investment Fees	$ 402,579	205,000	205,000	$ 410,000	-	-	$ -	$ 812,579
Water Bond Reserve	$ 412,342	424,038	429,296	$ 853,334	419,138	424,396	$ 843,534	$ 422,142
Water Equipment Reserve	$ 288,718	83,160	76,216	$ 159,376	8,000	-	$ 8,000	$ 440,094
Total Funds	**$ 20,650,952**	**24,742,271**	**28,489,067**	**$ 53,231,338**	**24,230,924**	**24,066,906**	**$ 48,297,830**	**$ 25,584,460**

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2020-12

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON, UPDATING THE NON-REPRESENTED EMPLOYEE SALARY SCHEDULE EFFECTIVE JANUARY 1, 2021.

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the authority to fix the annual compensation for employees through budget allocation for personnel and benefits; and

WHEREAS, on June 25, 2020, the City Council approved Resolution 2020-09 updating the 2020 non-represented salary schedule;

WHEREAS, it is necessary and appropriate to establish the 2021 salary schedules for employees of the City of Stanwood by Resolution of the City Council;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. 2021 Salary Schedule for Non-Represented Employees

The monthly base compensation for City employees not represented by the union, nor subject to a collective bargaining unit agreement, shall be as set forth below:

City of Stanwood - Non-Represented 2021	Salary Schedule				
Position Title	Step 1	Step 2	Step 3	Step 4	Step 5
City Administrator	$11,374	$11,716	$12,066	$12,429	$12,802
Public Works Director	$9,918	$10,216	$10,522	$10,839	$11,164
Finance Director	$9,558	$9,845	$10,139	$10,444	$10,758
Community Development Director	$9,558	$9,845	$10,139	$10,444	$10,758
City Engineer/Capital Projects Manager	$9,521	$9,807	$10,101	$10,405	$10,717
Human Resources Manager	$8,241	$8,522	$8,803	$9,085	$9,366
Finance Director	$8,241	$8,522	$8,803	$9,085	$9,366
Public Works Superintendent	$8,241	$8,522	$8,803	$9,085	$9,366
Building Official	$7,515	$7,740	$7,972	$8,211	$8,457
City Clerk	$7,515	$7,740	$7,972	$8,211	$8,457
Senior Accountant	$6,892	$7,100	$7,313	$7,531	$7,757
Economic Development & Marketing Manager	$6,892	$7,100	$7,313	$7,531	$7,757
Assistant to Administrator & Communications Specialist	$6,892	$7,100	$7,313	$7,531	$7,757
Senior Planner	$6,892	$7,100	$7,313	$7,531	$7,757
Planner	$6,028	$6,233	$6,446	$6,665	$6,892
Code Enforcement Officer	$6,028	$6,233	$6,446	$6,665	$6,892

Section 2. 2021 Benefits for Non-Represented Employees

The City of Stanwood provides other benefits to its employees as set forth in the Personnel Policy Manual, as approved by the City Council.

PASSED AND APPROVED by the City Council of the City of Stanwood this __ day of ______, 2020.

CITY OF STANWOOD

By: ____________________________
Elizabeth Callaghan, Mayor

ATTEST:

By ____________________________
Jennifer Ferguson, City Clerk