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AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, May 10, 2018 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATION**
 - a. Proclamation – Kids to Park Day May 19, 2018
- 5. CITIZEN COMMENTS**
- 6. STAFF REPORTS**
 - a. Planning Commission Minutes – March 26, 2018
 - b. Deputy Clerk Temporary Hire
- 7. COMMITTEE REPORTS**
 - a. Finance
 - b. Public Safety
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve April 26, 2018 Regular Meeting Minutes
 - c. Special Event Permit with City Contribution – Stanwood Camano Arts Festival
 - d. Special Event Permit with City Contribution – Twin City Idler's Car Show
 - e. Special Event Permit – Stanwood Lacrosse Invitational
- 9. OLD BUSINESS**
 - a. Ordinance 1456 – Retail Marijuana Rules, First Reading
- 10. NEW BUSINESS**
 - a. Vehicle and Equipment Replacement Schedules and Annual Reserve Fund Requirements
 - b. Ordinance 1457 – Amending 2017-2018 Budget, First Reading
 - c. Authorize the mayor to sign contract with RH2 for professional consulting services for calculation of impervious surface in support of Drainage Utility rate study
 - d. Final Plat – Mineral Point Phase II
 - e. Authorize the mayor to sign an Interlocal Agreement for Conservation Futures for Johnson Farm
- 11. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 12. CITIZEN CLOSING COMMENTS**
- 13. ADJOURN TO EXECUTIVE SESSION – PROPERTY ACQUISITION [RCW 42.30.110(c)]**
- 14. RECONVENE AND ADJOURN**

Upcoming Meetings:

May 24, 2018 Regular Meeting
June 14, 2018 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 4a

DATE: May 10, 2018

SUBJECT: Proclaiming May 19, 2018 as Kids to Parks Day

CONTACT PERSON: Leonard Kelley, Mayor

ATTACHMENTS: A – Kids to Parks Day

SUMMARY STATEMENT

The Proclamation proclaiming May 19, 2018 as Kids to Parks Day is attached.

WHEREAS, May 19th, 2018 is the eighth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, I, the mayor of Stanwood do hereby proclaim to participate in Kids to Parks Day. I urge residents of Stanwood to make time May 19th, 2018 to take the children in their lives to a neighborhood, state or national park.

Dated this 10th day of May, 2018
City of Stanwood

By _____

Leonard Kelley, Mayor



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6a
DATE: May 10, 2018
SUBJECT: Minutes of the March 26, 2018 Planning Commission Meeting
CONTACT PERSON: Devin Sola, Associate Planner
ATTACHMENTS: A – March 26, 2018 Planning Commission Minutes

SUMMARY STATEMENT

The minutes for the March 26, 2018 Planning Commission meeting are attached for council review.



STANWOOD PLANNING COMMISSION MINUTES

March 26, 2018

Call to Order

Chair Utgard called the meeting to order at 6:30PM with the following Commissioners present: Kelly McGill, Steve Shepro, Marcus Metz, Lance Dennis and Randy Heagle. Commissioner Susan Ronken was excused. Staff present; Community Development Director Ryan Larsen, Community Development Senior Planner Amy Rusko, Planning Commission Clerk Devin Sola. Elected Officials in attendance: Councilmember Judy Williams. Known public in attendance: Ry McDuffy, Cathy and Michael Wooten, Jil Fewell, Andy and Julie Johnson, Bryan Hanson, Christa Lyford, R.Dupree, Mike Satterfield, Tim Schmitt, Aleph Fackenthall, Kate Hansen, Amy Sellers, Darren Sellers, Nancy Hansen, Anna Hansen, Debbie Klein, Scott Amundson, Peggy Kitting, Eric Pilkington, Gary Williams, Nancy Williams, Kathleen Shepro, Cliff Grant, Tim Cooper, Caprice DeGuzman, Ryan Oting, Margie Dubree, Karen Palmer, Wade Grant, Dottie Gorsuch, Melissa Hutsell, Katie Farrey, Fel Farrell, Mike Braley, Tim Poetzl, John Brazier, Erika Lervick, Karin Brazier.

Public Requests or Comments

Cathy Wooten, 27828 84th Ave NW, Stanwood, Mrs. Wooten stated that during the March 8th Community Development Committee meeting there was discussion about changing the bed and breakfast permitting process from a conditional use permit to an administrative conditional use permit. It would cost a citizen \$500 to appeal to the hearing examiner an administrative conditional use permit plus potential additional costs. Changing from a conditional use permit to an administrative conditional use permit limits citizen involvement, and expenses should be the responsibility of the permit applicant.

Minutes

The minutes of the February 26 and March 12, 2018 meetings were approved as presented.

New Business

Trailside 15 Lot Preliminary Plat Public Meeting

City Administrator Ryan Larsen stated that this is an informational meeting for the commissioners to review this application and to provide suggestions for the project. No official action is necessary this evening.

Senior Planner Amy Rusko stated that the plat includes 15 single family residential units. There was a street modification request allowing for a drop curb within the cul-de-sac area only, and regular curb, gutter, and sidewalk everywhere else. The property is zoned multi-family residential. The property is 2.61 acres. The applicant could have done 52 multi-family units on the site, but instead is doing 15 single-family units.

Ry McDuffy – 3605 Colby Ave Everett. Mr. McDuffy spoke on behalf of the applicant, stating that they are doing improvements from 96th to 271st. They are going to look at the drainage system and improving the ditch along Heritage Trail.

Staff answered inquiry from Planning Commission regarding mention of a detention pond. It was clarified that on the north side of the property, there is a trail along the south side of Heritage Park. The applicant will improve the ditch along the south side of the park by widening it and creating a pump system to pump that into our existing drainage. There is no physical detention pond.

Mr. McDuffy answered a question regarding trees shown along Heritage Trail. They will be removing seven trees along the south side in order to move the ditch onto public property.

Staff answered inquiry from Planning Commission regarding pump system. Staff responded this is a city owned pump, and will also help entire downtown drainage system.

Planning Commission asked whether the large tree in the front yard of lot 13 will be removed. Staff and Mr. McDuffy responded that has not been determined yet.

Public Comment:

Cathy Wooten, 27828 84th, Dr., Stanwood, Mrs. Wooten asked if there will still be parking on both sides of the street where the currently paved strip is in front of the library. She would rather give up that parking for safety. She is also wondering if there could be a cross-walk added to the off-site parking lot.

City Administrator Ryan Larsen said he has not seen a physical map so he does not know yet if that parking will still be there.

Julie Johnson, 27126 96th Ave NW, Stanwood, Mrs. Johnson is concerned about drainage and safety. She is wondering if the plan will tax the current drainage system, and if it takes flood events into account. She commented that the traffic study didn't take into account extra traffic during weekends created by sporting events at the sports fields and library traffic. Does the city need a residential development in the downtown flood plain? She made suggestions for improvements to the plan.

Judy Williams, 10520 Saratoga Dr., Stanwood, Councilmember Williams commented that Stanwood is a place for families, and right now we do not have the homes for that. It's important to look at our options. There will be impact anywhere a development is built. Flood insurance is the responsibility of the buyer, so the buyer will be aware of that before the purchase of a home.

Mr. McDuffy stated traffic, drainage, and parking concerns will be taken into consideration and will be discussed at the public hearing.

Public Hearing: Zoning Edits to Title 17 related to Retail Marijuana

Chair Utgard opened the public hearing.

City Administrator Ryan Larsen gave the staff report on edits to Title 17 related to retail marijuana. The City Council in January asked staff to look at the issue of retail marijuana. Some rules in the proposed ordinance include a limit of two retail businesses in Stanwood,

and a 1,000 foot distance from any parcel containing an elementary school or secondary school, playground, recreation center or facility, child care center, public park, public transit center, library or arcade where admission is not restricted to those age 21 and older. Shops may not locate within 2,500 feet of each other. Customer parking rules were discussed, as well as front façade materials consistent with design standards in that zone. Design standards could apply if located in a zone that does not have them. The proposed zoning locations include Mainstreet Business I and II, and the General Commercial Zone. City staff has contacted several cities and have found a range of approximately \$25,000 to \$45,000 annually in retail sales and tax revenue. Some part of distribution is based on excise tax on retail sales.

Planning Commission discussed:

- Once a retail shop is approved downtown, it's to the exclusion of any other establishment in that area, creating a monopoly
- Requested names of cities contacted regarding their revenue dollars – will need to discuss with legal counsel to see if those can be disclosed because revenue sales are proprietary within city
- Do those cities have more than one retail establishment? Only one

Public Comment:

Scott Amundson, 27210 103rd Dr. NW Stanwood, Mr. Amundson is owner of Amundson Auction's. As a local business owner, he is all for any additional revenue that the city can obtain within a respectable manner, however, he does not believe it should be on mainstreet in our tourism area. Those that partake in recreational marijuana who live in Stanwood are currently bringing their dollars outside the city.

Cathy Wooten, 27828 84th Ave NW Stanwood, Mrs. Wooten stated she is not speaking for or against marijuana. She is concerned that staff is proposing to add retail sales as an administrative use permit not a conditional use, which would mean a public hearing would not be required.

Commission and City Administrator discussed language in the staff report from the February 26th meeting and from today's meeting and determined there was a typo regarding administrative use permit instead of administrative conditional use permit in today's staff report.

Amy Sellers, 27820 73rd Ave NW, Stanwood, Mrs. Sellers is not in favor of a retail marijuana store. She shared statistics from a report done by the Rocky Mountain High Intensity Drug Traffic Force who have done five in depth reports in Colorado. She asked that the Commission research this issue more. The safety of the community is more important than revenue.

Kate Hansen, 28714 75th DR NW, Mrs. Hansen read a summary of Ordinance 1376 passed in 2014 which included reasons why the council decided against marijuana at that time. She believes all of these reasons still apply and does not see a reason to make this sudden change regarding this topic. She suggested we wait to hear more about the topic before acting.

Commission asked that in the future if there is an ordinance that speaks directly to an issue that it be cited somewhere in the staff report.

Mike Satterfield, 30400 15th Ave NE, Stanwood, Mr. Satterfield stated that it was decided just a couple years ago that marijuana would not be allowed, so assurances regarding buffer zones don't mean anything to him. He stated that marijuana is not harmless and listed harmful side effects of the drug. He also stated THC content in marijuana is increasing.

Peggy Kitting, 7229 286th PL NW, Stanwood, Mrs. Kitting opposes a marijuana retail shop in Stanwood. Her main concern is the abuse of marijuana and youth using marijuana. She asked if we really want a pot shop in the heart of Stanwood. She asked that this be brought to a public vote.

Michael Wooten, 27828 84th AVE NW, Stanwood, Mr. Wooten stated we are looking at a very small zoning area for a shop to go. He pointed out on a map where the recommended zones are located. The most likely spot for a shop to locate within the proposed zones is on mainstreet. He believes people are feeling disenfranchised.

Karen Brazier, 26517 Fox Hill Dr. N, Stanwood, Mrs. Brazier stated she is using marijuana for medical issues. She used to be on pain medication that is no longer prescribed due to abuse of opioids. When she is in the Bud Hut buying marijuana, most of the other customers are also purchasing marijuana for medical reasons. Children are going to get it, and it's all about educating children. It would be great to just allow medical marijuana, but we don't have that option.

Dottie Gorsuch, 27519 80th Dr. NW, Stanwood, Mrs. Gorsuch stated that when she was growing up, the council supported whatever the parents supported. The goal was to raise children in a safe environment. She asked that the commission slow this process down and take time to think about what has been shared.

Commissioner Shepro asked if Mrs. Gorsuch was on council when Ordinance 1376 was passed and asked who the author of the ordinance was. Mrs. Gorsuch responded she was on council at the time but is not aware who the author was.

Caprice DeGuzman, 2315 Blanch Way, Camano Island, Mrs. DeGuzman is not in support of marijuana in Stanwood. She understands it's all about revenue. Her family was directly affected by marijuana. Stanwood has a long history of losing youth, and she asked why bring one more thing into the city that will affect our youth.

Ed Farrey, 27313 Pioneer Hwy, Stanwood, Mr. Farrey spoke in favor of marijuana. He doesn't think having a store downtown will affect black market pot that is already available to children. By the time kids are in middle school and high school, we need to be supporting kids in learning how to protect themselves. We have elected a council, and if you do not like how they vote, vote them out.

Katie Farrey, 27313 Pioneer Hwy, Stanwood, Mrs. Farrey stated we need to teach our kids to be responsible and we cannot do this by isolating them. She is a retired teacher, and taught in Stanwood for 30 years. She uses marijuana for severe arthritis in her hand, and was impressed with security in a marijuana shop in Seattle.

Aleph Fackenthall, 6108 284th, Stanwood, Mr. Fackenthall stated we may soon have a solution for medical marijuana patients who are homebound. The City Council should not

consider a decision without public support. He suggested the Planning Commission recommend an advisory vote, or form a sub-committee to study what has worked well for other cities. He also stated there would be more support if this was allowed in Light Industrial instead of mainstreet.

Bryan Hanson, 28714 75th Dr. NW, Stanwood, Mr. Hanson stated his wife and daughter were verbally berated at a hearing a couple years ago on the marijuana issue. He has not seen the rationale for the 180 degree change from the previous ordinance on marijuana. Not enough time has passed since marijuana has been legal for enough research to have been conducted. He would like to see a sub-committee formed to look at this more thoroughly.

Cliff Grant, 8201 283rd St NW, Stanwood, Mr. Grant stated that the proposal for retail marijuana appears to be in conflict with the city's comprehensive plan, including the vision for the city and the downtown plan. He is also concerned with the permit method. He would like the Planning Commission to reconsider creating a sub-committee to discuss options.

Tim Schmitt, 27308 101st Ave NW, Stanwood, Mr. Schmitt is against an advisory vote because of the cost to put the issue on the ballot, and because people have already had the chance to voice their concerns, and this is what the Planning Commission is for.

Christa Lyford, 27928 80th Ave, Stanwood, Ms. Lyford is a college student and is not in support of marijuana. She works here and is involved with youth ministries here. She is concerned that one proposed location is near her church. Having a marijuana shop in downtown will normalize it.

Mike Braley, 28003 85th Dr. NW, Stanwood, Mr. Braley stated he was not here to take a side either way, but believes we should have an advisory vote on the issue. He stated that the MRSC.org website has a section that can estimate tax revenue.

Commissioner McGill asked if Mr. Braley has seen a correlation between marijuana and encampments. Mr. Braley declined to comment on that, he came to the meeting as a citizen.

Erika Lervik, 28921 64th Ave NW, Stanwood, Mrs. Lervik stated that she does not mind going out of town to buy her underwear, therefore it shouldn't be a problem to go out of town to buy marijuana. Stanwood is a small hometown and shouldn't conform.

Tim Poetzl, 28448 71st Dr. NW, Stanwood, Mr. Poetzl stated the biggest issue is zoning. He doesn't think downtown is the best place for a shop.

Judy Williams, 10520 Saratoga Dr., Stanwood, Councilmember Williams asked how many people are planning to go home and have a glass of wine tonight. She commented that everyone seems to be fine with that. She thinks this is an emotional issue, but we have to not be fearful in the decisions that we make. Alcohol is just as deadly as marijuana.

Commissioner McGill stated that he believes alcohol is far worse than marijuana. The issue for him is where we put a shop. Is there a way we can forge a compromise where people in this town in need can get marijuana?

Commissioner – stated that when there is an issue we are against, we tend to show up in force. He encouraged everyone to put as much consideration into working to do positive things in the community in a proactive way as opposed to a defensive way.

Chair Utgard closed the public hearing.

Commissioner Shepro made a motion to refer the matter to a special committee. Motion seconded.

Chair Utgard clarified there is a motion and second to form a sub-committee of the Planning Commission members to study this issue further. Dennis-abstain, Metz-no, McGill-yes, Utgard-no, Shepro-yes, Heagle-no. Motion failed.

Commissioner Heagle made a motion to move this along to City Council for a vote. Motion seconded.

Chair Utgard clarified there is a motion and second to refer this issue back to the City Council without a recommendation. Dennis-yes, Metz-yes, McGill-abstain, Utgard-yes, Shepro-no, Heagle-yes. Motion passes.

No Old Business

No Miscellaneous Business & Upcoming Items

Adjourn

The meeting adjourned at 8:30 PM.

Devin M. Sola, City of Stanwood



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6b
DATE: May 10, 2018
SUBJECT: Deputy City Clerk—Temporary Staffing Plan
CONTACT PERSON: David A. Hammond, Finance Director

ISSUE

The issue in front of council is informational, providing council with plans to backfill the Deputy City Clerk position during her upcoming extended leave.

SUMMARY

The Deputy City Clerk is expected to be on extended leave from approximately July to January. Staff plan to backfill this position with a temporary, part-time person.

DISCUSSION

The backfilled, temporary position is not eligible for fringe benefits, other than prorated leave and holiday pay, which minimizes the financial impact of the Deputy Clerk's absence. The current Deputy Clerk will be in a leave without pay status for approximately three months. The temporary position is a revision of the Deputy Clerk position, which does not include Records Management or processing Public Records Requests. These functions will be covered by other employees as needed during the Deputy Clerk's absence.

FINANCIAL IMPACT

The temporary employee is expected to cost \$17,000 to \$22,000. This cost is offset by the amount saved while the Deputy Clerk is in leave without pay status (approximately \$20,600); note that fringe benefits are not earned while in leave without pay status.

COMMITTEE RECOMMENDATION

This issue was not presented to committee.

CITY COUNCIL OPTIONS

This issue is informative to council, staff is available to address council questions or concerns.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a
DATE: May 10, 2018
SUBJECT: Finance/Personnel Committee Report
ATTACHMENT: Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

Minutes of the April 26, 2018 Finance/Personnel Meeting are attached.

ATTACHMENT A

FINANCE/PERSONNEL COMMITTEE

April 26, 2018

Finance Committee Report (April 26, 2018 meeting summary)
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In attendance:

Councilmember Larry Sather
Councilmember Rob Johnson
Ryan Larsen, City Administrator
David A. Hammond, Finance Director

1. First Quarter Finance Report

Staff presented the First Quarter Finance Report. Committee discussed and recommended approval by full Council.

2. Vehicle & Equipment Replacement Schedules

Staff presented Vehicle & Equipment Replacement Schedules. Committee discussed and recommended approval by full Council.

3. Budget Amendment No. 3

Staff presented Budget Amendment No. 3. Committee discussed and recommended approval by full Council.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b
DATE: May 10, 2018
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Peggy Girard, Records Specialist
ATTACHMENTS: A – April 26, 2018 Public Safety Committee Minutes

SUMMARY STATEMENT

Minutes of the April 26, 2018 Public Safety Committee Meeting are attached.

**STANWOOD
PUBLIC SAFETY COMMITTEE MEETING MINUTES
April 26, 2018**

Location:

The Public Safety Committee meeting was held at the Stanwood School District Administration Building (26920 Pioneer Hwy). Started at 1825 hours.

Attendance:

City Councilmembers – Larry Sather, Tim Pearce, Elizabeth Callaghan
Police Chief – Norm Link
City Administrator- Ryan Larsen
Fire Chief-John Cermak
Fire Commissioners for North County Fire-Greg Oakes, Larry Longley
Finance Director-David Hammond
Citizen-Tim Schmitt

**Agenda Topics: 1st Quarter North County Fire Report
RFA Plan Amendment**

1st Quarter North County Fire Report

Chief Cermak presented the 1st quarter report for North County Fire. There were no questions or comments.

RFA Plan Amendment

Chief Cermak explained a few amendments to the proposed Regional Fire Authority (RFA) plan. The first amendment dealt with Station 99 ownership and operation. Under the amendment, the transfer of Station 99 to the RFA would revert back to the city should the station not be used for fire or emergency services. The training/community room in Station 99 would continue to be available to the community and for use as the city emergency operations center.

The next issue Chief Cermak spoke about pertained to governance. Chief Cermak detailed two options for governance. There would be seven total seats on the RFA governing board in both options. Option A would divide the RFA into 3 districts with one commissioner per district and four positions at large. The Stanwood City Council would be responsible for filling two of those positions initially until elections could be held.

Option B would have two commissioners for each of the three districts and one at large position.

Councilmember Callaghan stated the community might be more interested in option A, which would mirror the current commissioner composition a little more. Sometimes there is a struggle filling seats on the commission and having four at large positions would create a larger potential pool of applicants. After some discussion, Councilmembers Larry Sather and Tim Pearce also agreed that option A would be best for the city.

Chief Cermak advised that an Interlocal Agreement (ILA) would need to be developed for fire prevention services, fire investigations, and emergency management for the City of Stanwood. Chief Cermak advised that the current ILA would be clarified and it was anticipated that it would cost .25 FTE of a chief fire officer to handle those responsibilities for the city.

Finance Director David Hammond brought up that costs really need to be clearly laid out; especially as it relates to those areas and who is responsible for these services.

There was discussion about how long the ILA would be good for and how would the city or the RFA reopen the agreement or amend it if needed? The committee suggested that the costs adjust along with any new collective bargaining agreements and eight years seemed like an appropriate time frame. The committee was also advised that the city could de-annex from the RFA if it chose to.

Finance Director Hammond advised that there would be another joint meeting with the fire authority on May 24th and talks about costs and timelines would occur

at that meeting. The next step would likely be to pass a resolution to put this on the November ballot.

The PSC committee meeting ended at 1825hrs.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: May 10, 2018

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Umpqua Bank voucher checks 27004 through 27032 and electronic funds transfers in the amount of \$71,495.73. Approve issuance of Umpqua Bank payroll electronic funds transfers in the amount of \$30,950.00.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF UMPQUA BANK VOUCHER CHECKS 27004 THROUGH 27032 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$71,495.73. APPROVE ISSUANCE OF UMPQUA BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$30,950.00.

CHECK REGISTER

City Of Stanwood

Time: 12:53:46 Date: 05/02/2018

MCAG #: 0695

04/19/2018 To: 05/02/2018

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2415	04/25/2018	Claims	2	EFT	US Bank St Paul		void eft and pay by check
2453	04/25/2018	Claims	2	EFT	WA St Dept of Revenue **	260.27	Leasehold Excise 1st Qtr 2018
2416	04/25/2018	Claims	2	27004	BMI- Backflow Management Inc.	800.00	City Of Stanwood
2417	04/25/2018	Claims	2	27005	Bark King	2,716.59	City Of Stanwood
2418	04/25/2018	Claims	2	27006	Cascade Natural Gas Corp	438.32	127 540 0000 3; 839 440 0000 5; 498 440 0000 7; 953 540 0000 2
2419	04/25/2018	Claims	2	27007	Cascade Septic, LLC	110.00	City Of Stanwood
2420	04/25/2018	Claims	2	27008	Databar Inc.	873.16	8952
2421	04/25/2018	Claims	2	27009	Edge Analytical Inc	539.00	STA01; STA01; STA01; STA01; STA01
2422	04/25/2018	Claims	2	27010	Haggen Inc	59.79	City Of Stanwood
2423	04/25/2018	Claims	2	27011	Loomis	178.25	10128020
2424	04/25/2018	Claims	2	27012	North County Regional Fire Authority	20,987.67	166
2425	04/25/2018	Claims	2	27013	Office Depot	376.75	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
2426	04/25/2018	Claims	2	27014	PUD Of Snohomish County *	21,229.80	2002-4050-5; 2006-3363-4; 2001-2874-2; 2027-2728-5; 2026-9420-4; 2026-7067-5; 2025-7951-2; 2028-8205-6; 2210-4151-0; 2001-4218-0; 2007-3867-2; 2001-0353-9; 2019-4239-8; 2209-2331-2; 2029-8235-1; 2007-
2427	04/25/2018	Claims	2	27015	PacWest Machinery	475.30	29765570
2428	04/25/2018	Claims	2	27016	Perteet Inc.	3,439.94	City Of Stanwood; City Of Stanwood
2429	04/25/2018	Claims	2	27017	Refund - William R Allen	26.00	Refund - William R Allen
2430	04/25/2018	Claims	2	27018	Refund-Dominic Bossio	69.72	Ref Utility #3760 Dominic Bossio
2431	04/25/2018	Claims	2	27019	Corinne Schakel	48.44	City Of Stanwood
2432	04/25/2018	Claims	2	27020	Sno Co Prosecuting Attorney *	1,760.32	City Of Stanwood
2433	04/25/2018	Claims	2	27021	Snohomish County Public Def Association	1,926.10	City Of Stanwood
2434	04/25/2018	Claims	2	27022	Everett Daily Herald/ Sound Publishing	1,024.66	51439981
2435	04/25/2018	Claims	2	27023	Stanwood Camano News	46.99	261981
2436	04/25/2018	Claims	2	27024	Thomas & Assoc. Insurance Broker, Inc	81.76	Amanda Slattery - Notary Bond
2437	04/25/2018	Claims	2	27025	US Bank Na Custody/ Treas Div- Money Ctr	30.00	777221717
2438	04/25/2018	Claims	2	27026	United Rentals NW Inc	1,505.58	1383862
2439	04/25/2018	Claims	2	27027	WA St Dept of Licensing	30.00	Amanda Slattery - Notary
2440	04/25/2018	Claims	2	27028	WA St Dept of Transportation *	116.64	SW001523800
2441	04/25/2018	Claims	2	27029	Wave Broadband	142.65	8136 10 015 0064630
2442	04/25/2018	Claims	2	27030	Wells nursery LLC	131.80	City Of Stanwood
2443	04/25/2018	Claims	2	27031	Whitney Equipment Co Inc	11,470.23	STANWOO
2454	04/25/2018	Claims	2	27032	US Bank St Paul	600.00	STAWATSEW11; STAUTGOREF07

001 General Fund	9,041.94
101 Street Fund	5,382.09
103 Street Construction Fund	3,439.94
110 Building Improvement Fund	20,987.67
205 Debt Service Fund	300.00
401 Sewer Fund	11,237.37
410 Drainage Fund	1,497.86
411 Drainage Construction Fund	116.64
421 Water Fund	7,743.72

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

04/19/2018 To: 05/02/2018

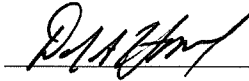
Time: 12:53:46 Date: 05/02/2018

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			457 Sewer Equipment Reserve			11,470.23	
			630 Agency Fund			278.27	
							Claims: 71,495.73
			* Transaction Has Mixed Revenue And Expense Accounts			71,495.73	

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

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



Date: 5-2-18

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

04/19/2018 To: 05/02/2018

Time: 12:53:56 Date: 05/02/2018

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2272	04/23/2018	Payroll	2	EFT		1,000.00	April 2018 Draw
2273	04/23/2018	Payroll	2	EFT		2,000.00	April 2018 Draw
2274	04/23/2018	Payroll	2	EFT		1,000.00	April 2018 Draw
2275	04/23/2018	Payroll	2	EFT		1,800.00	April 2018 Draw
2276	04/23/2018	Payroll	2	EFT		1,350.00	April 2018 Draw
2277	04/23/2018	Payroll	2	EFT		3,000.00	April 2018 Draw
2278	04/23/2018	Payroll	2	EFT		1,600.00	April 2018 Draw
2279	04/23/2018	Payroll	2	EFT		1,000.00	April 2018 Draw
2280	04/23/2018	Payroll	2	EFT		2,000.00	April 2018 Draw
2281	04/23/2018	Payroll	2	EFT		3,000.00	April 2018 Draw
2282	04/23/2018	Payroll	2	EFT		1,000.00	April 2018 Draw
2283	04/23/2018	Payroll	2	EFT		800.00	April 2018 Draw
2284	04/23/2018	Payroll	2	EFT		1,000.00	April 2018 Draw
2285	04/23/2018	Payroll	2	EFT		2,000.00	April 2018 Draw
2286	04/23/2018	Payroll	2	EFT		1,600.00	April 2018 Draw
2287	04/23/2018	Payroll	2	EFT		500.00	April 2018 Draw
2288	04/23/2018	Payroll	2	EFT		2,500.00	April 2018 Draw
2289	04/23/2018	Payroll	2	EFT		1,500.00	April 2018 Draw
2290	04/23/2018	Payroll	2	EFT		1,300.00	April 2018 Draw
2291	04/23/2018	Payroll	2	EFT		1,000.00	April 2018 Draw

001 General Fund

30,950.00

30,950.00 Payroll:

30,950.00

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

() Finance Director () Auditing Officer

() Deputy Finance Director



Date: 5-2-18



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b
DATE: May 10, 2018
SUBJECT: City Council April 26, 2018 Regular Meeting Minutes
CONTACT PERSON: Erica Schorn, Deputy Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the April 26, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE APRIL 26, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, April 26, 2018 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Kelley called the meeting to order at 7:02 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Erica Schorn called the roll with the following Councilmembers present: Rob Johnson, Elizabeth Callaghan, Timothy Pearce, Larry Sather, and Judy Williams. The meeting was quorate.

Motion by Councilmember Sather, second by Councilmember Callaghan, to excuse Councilmembers White and Ryer. Motion carried unanimously.

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

3. Approval of the Agenda

Mayor Kelley added an Executive Session on Property Acquisition to the agenda as Item 13.

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve the agenda as amended by the mayor. Motion carried unanimously.

4. Citizen Comments

The mayor stated that comments on Ordinance 1456 will be heard when we get to that agenda item, and that only people who have not spoken before on the topic will be heard.

Cathy Wooten - 27828 84th AVE NW

Mrs. Wooten thanked council for stepping forward to participate in our city leadership. She commented that she sent an email regarding administrative conditional use permits to council and did not receive a response. She believes the administrative conditional use permit process weakens the public review process. She asked that the decision making power of the council be protected.

5. Presentation

- a. Proclamation – National Day of Prayer May 3, 2018

The mayor read a proclamation proclaiming May 3, 2018 as National Day of Prayer.

Stanwood City Council Meeting Minutes – April 26, 2018

6. Staff Reports

- a. Library Board Meeting Minutes – March 12, 2018
- b. Police Compstat Report – March 2018
- c. Public Works Monthly Report – March 2018
- d. Finance Report 1st Quarter – 2018

7. Committee Reports

- a. Community Development - April 12, 2018 Minutes
- b. Public Works - April 9, 2018 Minutes

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve April 12, 2018 Regular Meeting Minutes
- c. Approve Vintage Trailer Show Special Event Permit and City Contribution
- d. Approve the mayor's Library Board Appointment – Patty Tingler
- e. Approve the mayor's Salary Commission Appointment – Tim Schmitt
- f. Reject bid(s) for furnace/HVAC at City Hall

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

Mayor Kelley recognized Patty Tingler, our new Library Board Appointment.

9. Old Business

- a. Ordinance 1456 – Retail Marijuana Rules, Potential First Reading

City Administrator Ryan Larsen presented Ordinance 1456 dealing with retail marijuana within Stanwood. At the April 12th Council meeting, staff was asked to provide alternative zoning locations for potential marijuana retail establishments. Based on this directive, staff is proposing only allowing retail shops in Mainstreet Business 1 and Light Industrial with no frontage on 271st or 88th south of the southern right-of-way line for Cedar Street, and within the General Industrial zones with no frontage on Pioneer Highway. If Council wishes to move in this direction, then changes would need to be made to the ordinance under section 17.30.040 zoning use table.

Councilmember Sather asked what motion option the council should make if council wishes to move forward with the proposed changes.

City Administrator stated it would be option two under the proposed recommendations, since we do not have enough councilmembers present tonight to approve first reading.

Councilmember Johnson stated he thought the City Administrator did a good job on providing alternative sites off of mainstreet.

Janette Harris 29524 49th Dr NW Stanwood

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Mrs. Harris stated she has done extensive studies on marijuana and it is a gateway drug. She summarized studies and articles explaining the negative effects of marijuana. She asked if the revenue received will pay for the robberies and hospital stays.

Georgia Pilkington 7102 278th ST NW Stanwood

Mrs. Pilkington is against the sale of retail marijuana in Stanwood. She said the potential effects will take a long time to be seen. She asked council to review the pros and cons, and to protect our most vulnerable.

Megan Dasher Watkins 2424 Pioneer Hwy Stanwood

Mrs. Dasher Watkins stated she has been in recovery for 31 years, and she is in favor of a marijuana shop. It would be no more detrimental than when there was a liquor store by Dairy Queen. A shop would bring in money that is currently going to surrounding cities. She provided a copy of a facebook post listing names of people who use marijuana and whether it's for recreational or medical reasons. She doesn't understand the relevance of why people need to know what others use marijuana for.

Vance Miller 27231 Manor Place NW Stanwood

Mr. Miller said he has a brother who is addicted to marijuana. He started using marijuana for pain. Just because something is legal doesn't mean it's morally right. He has a friend who had to close his dental practice in north Lynnwood because of the residue of the pot shops surrounding the clinic.

Barbara Graham 4606 268th ST NW Stanwood

Mrs. Graham is a mother of a child who started using marijuana in grade school, and has gone into the use of other drugs, stealing, and has served prison time. As a mother, she has firsthand experience with what marijuana has done to her child.

Trinity Homparens 7433 28th ST NE Arlington

Mrs. Homparens read a speech from a fellow Arlington resident, including statistics about marijuana use and perceived parental and community norms. She asked if the tax revenue is worth even one DUI fatality. Marijuana contains a psychoactive substance and is a very strong and important medicinal plant that should be treated as such.

Abigail Satterfield 30400 15th Ave NE Stanwood

Ms. Satterfield said as an eleven year old, she wants to know that her community is safe. As she is shopping downtown she wants to know that the people around her are in their right mindset. She enjoys this community and enjoys the fact that she can walk down the street with her friends.

Marylee Sams 20028 Beach Drive Stanwood

Mrs. Sams taught in the Stanwood school district for a number of years. She doesn't know why anyone would think tax revenue is more important than the welfare of our citizens. We want

Stanwood City Council Meeting Minutes – April 26, 2018

our kids to feel safe walking down the street. Having a pot shop so accessible will open up a host of negative influences on our children.

Jennifer Clem 27556 79th Dr NW Stanwood

Mrs. Clem focused on the youth in Stanwood. She is a teacher for Stanwood and has taught many lessons on drugs. Marijuana is one of four gateway drugs. Few people use illegal drugs without first trying marijuana.

Jessica Stickels 8108 Abby Place Arlington

Mrs. Stickels is an Arlington City Councilmember, and wanted to share what she has learned from her city since allowing retail marijuana. She is the Public Safety Liaison and found that there has been zero increase in public safety issues due to marijuana. The perception is that supply and demand went down on the streets. Each of the processors have continued to hire employees at \$18 per hour, and the Clean Air Agency works with them to resolve any complaints. Business owners of retail shops have become active community members.

Kate Hansen 28714 75th Dr NW Stanwood

Ms. Hansen stated that two years ago she and her mother attended a council meeting when retail marijuana was discussed. She and her mother spoke in opposition to a recreational marijuana shop at the meeting and she described her experience with other citizens with opposing views who confronted her and her mother. She asked that council not make the downtown a scary place to be.

Tim Schmitt 27308 101st Ave Stanwood

Mr. Schmitt said his previous comment at the last meeting was regarding the Planning Commission, he did not take a stance on marijuana. He said it is futile to spend time on whether marijuana is good or bad. The focus should be on whether a marijuana *store* is good or bad. If a shop would be a positive member of our business community, then he believes it is acceptable to approve the Ordinance.

Dottie Gorsuch 27519 80th Dr NW Stanwood

The mayor stated Mrs. Gorsuch spoke at the last meeting, so she would not be allowed to speak tonight.

Mrs. Gorsuch asked council to remember they are the mothers and fathers of the community.

Steven Jones 27616 80th Ave NW Stanwood

Mr. Jones stated he doesn't smoke marijuana but he drinks Bud Light, which some find to be more harmful. He stated that the current policy of not allowing marijuana has left the door open to the black market. The question is, do we want tax payer dollars to combat all the negatives that come along with a controlled substance.

Kellyn Miller 7834 264th PL NW Stanwood

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Mrs. Miller read a letter from her father, who worked in law enforcement for twenty years, and was Chief of Police and a Councilmember for the City of Edmonds and is opposed to retail marijuana. Inviting retail marijuana into Stanwood is inconsistent with the city's comprehensive growth plan, which speaks to Stanwood's small town character and family friendly atmosphere.

Kathy Grant 8201 283rd ST NW Stanwood

Mrs. Grant stated she chose to live in Stanwood because it is a family friendly small town. She loves working with young adults, and high school is possibly the hardest time in ones' life. Our culture has been reckless with alcohol, and she doesn't want our small town to be reckless with marijuana.

Arnold Ronning 4431 268th ST NW Stanwood

Mr. Ronning stated this is not a black and white issue. We have to ask ourselves, what is the compassionate response to this dilemma? Do we allow retail marijuana sales to create easier access for those with a medical need, or do we say no to an unnecessary temptation such a store would present to our youth? He says no thank you to a marijuana outlet in Stanwood, given the proximity of retail shops in neighboring communities.

Dylan McFadden 28621 74th DR NW Stanwood

Mr. McFadden stated he is a philosophy student, and as he thought about the issue more deeply, he became more opposed to a retail marijuana shop. You can't arrive at truth and wisdom through a distortion of reality through recreational drug use.

Robert Horner 6903 287th PL NW Stanwood

Mr. Horner has worked in the insurance industry for 29 years, and the topic of cannabis comes up often in the insurance industry. He stated that among his peers, companies will not insure a pot shop due to liability. He is disheartened to think we are bringing this kind of environment here.

Jim Collins 2231 256th ST NW Stanwood

Mr. Collins teaches defensive driving, and he listed some effects of marijuana use, such as impaired coordination and difficulty with problem solving while behind the wheel. He provided statistics on the rising percentage of drivers involved in crashes involving marijuana.

Mark Cerasul - unintelligible 8411 276th PL NW Stanwood

Mr. Cerasul stated a retail marijuana shop will further burden our law enforcement. Our children face enough challenges, and it is our job to make it easier for them.

Kristie Flickner 842 Madrona Beach Camano Island

Mrs. Flickner is against a marijuana shop, and has been saying this since February. She asked who stands with her. Members of the audience stood up in support. She stated that council could be seen as heroes by not voting for marijuana. She asked council to think about what this town means to them and their children.

Stanwood City Council Meeting Minutes – April 26, 2018

Barbara Mazzio 28118 73rd Ave NW Stanwood

Mrs. Mazzio stated she has worked with children for the last 41 years, and is very involved in this community. She referenced the movie *It's a Wonderful Life*, and stated she does not want a Pottersville here. She stated families are on waiting lists to move here because it's a family friendly town.

Darren Sellers 27820 73rd Ave NW Stanwood

Mr. Sellers stated he reached out to a woman living in Pueblo, CO who doesn't think marijuana has been good for her town, and listed her reasons why. In Colorado, the black market has increased, not decreased.

Joan Nicholas PO BOX 1062 Stanwood

Mrs. Nicholas stated she has known hundreds of people who habitually use marijuana, and she has never seen a positive result from the use of marijuana. She spoke with someone who works in a dispensary outside of Mount Vernon, and was told there is no shortage of customers. She said the people she talked to stated that no one has complained about needing to go outside city limits for the product.

Roger Haskin 7606 276th St NW Stanwood

Mr. Haskin is opposed to the sale of recreational marijuana in Stanwood. He stated he works with youth, and the idea that adding the sale of retail marijuana will benefit the community is ludicrous. To change the comprehensive plan, a benefit to the community needs to be demonstrated.

Ivonne Corbett 1308 Beach Dr Camano Island

Mrs. Corbett is the owner of Ladders Clothing Co. downtown, and is opposed to a pot shop in downtown Stanwood. She has a child that goes to Stanwood Middle School, and she would not feel safe allowing her daughter to walk from school to her shop if a pot shop was downtown.

Carl Nystrom 27829 Pioneer Hwy Stanwood

Mr. Nystrom stated he has a sister with epilepsy treated by CBDs, and knows Vietnam Veterans with PTSD who smoke pot because they can't sleep. He stated we should be after heroin instead of marijuana.

Melissa Hutsell 28613 75th ST NW Stanwood

Mrs. Hutsell stated she has attended the Planning Commission and Council meetings on the topic, but she hasn't heard the viewpoints of council. Medicinal marijuana has its value for those who need it, and going to Camano Island or Conway to get it is not unreasonable. She asked why the woman from Arlington was allowed to speak.

Dawn Sarasillo 8411 276th PL NW

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Mrs. Sarasillo also commented on why the woman from Arlington spoke, and stated that the last thing we need is more people smoking marijuana. She hopes council will vote no, and stated that we could be the one community that doesn't have marijuana shops.

Clara Nichols 4624 259th St Arlington

Ms. Nichols stated that it is not true that everyone is using marijuana. Many towns have not allowed marijuana. We are a town full of families with more moving in all the time. A lot of towns allow it, but not in their downtown.

Liz McCoy 28607 69th DR NW Stanwood

Mrs. McCoy stated she has loved raising her family here. If we allow pot shops, it will give Stanwood a different feel, and families will pick up on that.

Dave Inhouse 8023 283rd ST NW Stanwood

Mr. Inhouse requested a comment from each councilmember stating their viewpoint on the issue.

Councilmember Johnson asked City Attorney Grant Weed if we need four votes to pass an ordinance.

City Attorney responded that a majority vote of the entire council is required to pass an ordinance.

Councilmember Sather stated he does not choose to impose his personal moral views on the City of Stanwood, but it is his job as an elected official to think for himself to decide what he believes is in the best interest of the City of Stanwood. The proposed Ordinance does not permit the sale of cannabis products to those under the age of 21. The people of the State of Washington voted to allow for the sale of both recreational and medical marijuana. He cares deeply about those people who might want to use marijuana for medical purposes, and to suggest that people can travel outside the City of Stanwood ignores the people who use medical marijuana who do not drive.

Councilmember Johnson stated he is an enemy of the unregulated illegal drug market, and believes voting in favor of marijuana is striking at the illegal drug market. He suggested everyone view the Netflix documentary entitled *Prohibition*. People are well intentioned and want to protect their community, but some other things can happen as well. This is a legal marijuana shop, not an opium den, and would not sell to children. He does not believe that Stanwood is so fragile that the mere sighting of a marijuana store will destroy the notion of Stanwood.

Councilmember Callaghan clarified that the motion on the floor is about bringing back the suggested edits to the ordinance which include not allowing a shop on mainstreet. As a teacher, she is aware of the dangers of normalization. She doesn't want to make marijuana another thing that's ok.

Councilmember Pearce stated that should he vote yes on this tonight it is because he believes this ordinance will pass, and he wants the regulations that are listed included. For many years,

Stanwood City Council Meeting Minutes – April 26, 2018

alcohol and tobacco have been well regulated, yet young people don't have a problem getting it. If our heroes are using these things, then it sends the message that it must be alright.

Councilmember Williams thanked all the young people that came and spoke tonight. She stated that by approving a legal business, we aren't saying that people need to go out and use that business. She commented that prior to the recreational laws being voted in, anybody could get a medical marijuana card. She commented on the statistics that were quoted tonight regarding an increase in marijuana related DUIs, and that of course they have increased, because this was not the focus of what police were looking for prior to the legalization of marijuana, therefore she feels this is a skewed statistic. As a parent, her job is to guide and educate her children, not to shield them from what they will be facing when they leave the home. She is taking a stand against intolerance. I-502 was voted yes by four of the seven districts in Stanwood.

Councilmember Sather stated he believes that those who make the most impact on children are their parents. Sometimes even though parents do their best, children don't do what their parents wish them to do.

Mayor Kelley stated that on Tuesday night, he attended a meeting for families affected by opioids, and one topic that came up was that people don't talk about addiction because of embarrassment. There are a lot of people who smoke marijuana who are afraid of being judged. Several months ago someone posted on facebook asking whether the mayor smoked pot, and tonight, someone provided him with a facebook post commenting on members of the community who smoke pot. Talking about people's personal medical problems in an open facebook page is disgusting. Everyone is entitled to their privacy, and no one has the right to judge that.

Motion by Councilmember Sather, Second by Councilmember Callaghan, to direct staff to provide the recommended alternative language as suggested by staff and bring back a revised Ordinance 1456 to reflect these changes. Motion carried unanimously.

10. New Business

- a. Authorize the mayor to sign Ecology Contract for Clean Sweep

Public Works Director Kevin Hushagen stated the city received a grant from the Department of Ecology for the Clean Sweep happening on Saturday, and he is asking for authorization from the mayor to accept the grant.

Councilmember Johnson clarified that Clean Sweep is only for citizens of Stanwood.

Public Works Director stated residents of Stanwood will have received a ticket in the mail, or they can bring a water or sewer bill for entrance. Large items are discouraged.

Motion by Councilmember Sather, second by Councilmember Williams, to authorize the mayor to sign the Local Solid Waste Financial Assistance Grant (LSWFA) agreement with Washington State Department of Ecology for the 2018 and 2019 Clean Sweep events. Motion carried unanimously.

- b. Adopt Resolution 2018-09 Washington Wildlife and Recreation Program (WWRP) and 2018-10 Youth Athletic Facilities (YAF)

Stanwood City Council Meeting Minutes – April 26, 2018

City Administrator Ryan Larsen presented two resolutions in support of grant applications through the RCO. We will know in September or October whether we scored high enough on either of these grant applications.

Motion by Councilmember Sather, second by Councilmember Callaghan, to adopt Resolution 2018-09 and Resolution 2018-10 to submit applications for grant funding assistance for WWRP and YAF and in doing so, delegate to and authorize the mayor to apply for the grant and execute the grant agreement and any amendments thereto and carry out all other measures necessary to qualify for and accept the grant funding through the Recreation and Conservation Office grant program. Motion carried unanimously.

11. Reports of Officers and Committees

a. Mayor's Report

- Clean Sweep is Saturday from 9:00am – 2:00pm
- Touch-a-Truck is May 5th
- Cities day is on May 5th at the Monroe Fairgrounds, and Stanwood residents can get in that day for free

b. City Administrator's Report

- Open House for Heritage Park Master Plan is May 3rd 4:00am - 6:00 pm at City Hall
- During the summer, there will be road closures on Marine View Drive for an embankment project

c. Councilmember Reports/Questions

Councilmember Callaghan stated Grace Academy is doing their production of *Our Town* on May 3rd, 4th and 5th and all are welcome.

Councilmember Johnson pointed out how well the roundabout works in Conway, particularly during the tulip festival traffic.

Councilmember Williams thanked those who stayed to the end of the meeting tonight because there was a lot of good information shared such as the details of the Clean Sweep and Touch-a-Truck events.

12. Citizen Closing Comments

Dottie Gorsuch 27519 80th Dr NW Stanwood

Mrs. Gorsuch asked if the city could consider those who don't have the means of transporting their items they wish to dispose of during the Clean Sweep event.

Councilmember Johnson suggested reaching out to community organizations to help coordinate something like this.

Kelly McGill 26549 Fox Hill Dr N Stanwood

Stanwood City Council Meeting Minutes – April 26, 2018

Commissioner McGill spoke to civility and commented that this was the first evening that a tone of nastiness prevailed. He believes the community can be better than this.

Cathy Wooten 27828 84th AVE NW

Mrs. Wooten agreed with Commissioner McGill. When people are afraid, our blood goes to fight or flight, and it's a lot easier said than done to manage our emotions. She also commented that the Kiwanis Club sponsors the Action Club who will accept donated tvs at certain days of the month. She also volunteered to help with aiding people in becoming involved in city government, which was mentioned at the last meeting.

Councilmember Callaghan stated that she has discussed this idea with Councilmember White as well.

Amy Sellers 27820 73rd Ave Stanwood

Mrs. Sellers stated she would like to be more involved with the community, and suggested a workshop day so the public can learn how they can get involved.

Carl Nystrom 27829 Pioneer Hwy Stanwood

Mr. Nystrom stated his water is very chlorinated. He is wondering why there is so much chlorine in our water. Chlorine is a carcinogen.

Arnold Ronning 4431 268th St NW Stanwood

Mr. Ronning thanked council for their comments, and stated that we should not give in to despair or belligerence, and we do have more influence as community members than the appearance of a single marijuana store.

13. Adjourn to Executive Session – Property Acquisiton [RCW 42.30.110(c)]

At 9:36 pm, Mayor Kelley adjourned the meeting to executive session to discuss property acquisition for five minutes.

The meeting reconvened at 9:42.

14. Adjourn

There being no further business before the Council, Mayor Kelley adjourned the meeting at 9:43. p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: May 10, 2018

SUBJECT: Special Event with City Contribution-Stanwood
Camano Arts Festival

CONTACT PERSON: Corinne Schakel, Permit Specialist

ATTACHMENTS: A – Special Event Permit Application
B – Map

SUMMARY STATEMENT

Stanwood Camano Arts Festival submitted a Special Event Permit application (Attachment A) requesting City contribution with the \$50 permit fee to the City for Council approval of an Art Show on Friday, Saturday & Sunday, July 13, 14 & 15, 2018.

DISCUSSION

This is the 1st year for this event to be held in Downtown Stanwood. This event was previously known as Art by the Bay. These events are now split into two separate events.

The applicant has requested 271st Street be closed from Florence Way on the East end of 271st NW to the West end of the Country Store parking lot. 90th Ave NW will remain open to access the Country Store and other businesses. They also requested that a section of 88th Ave NW will be closed from the north side of 270th St, across 271st including the north side of 88th Ave. 270th St. NW will remain open during the event. (See Map attached) They are requesting the road to be closed on Thursday, July 12th starting at 3:00pm through Sunday, July 15th ending at 9:00pm.

The vendors will be setting up in quads down the middle of the street which will give access to vendors and merchants. This will also maintain easy access for Emergency Vehicles if necessary. It is anticipated that there will be 125+ participants, 8,000 visitors, 20 volunteers and 15 staff members.

The Stanwood Camano Arts Festival is asking for City contribution and the event meets the requirements for large events of 1,000 or more: 1) the event is held in the City. 2) It attracts the public to commercial areas.

Findings for the City Contribution:

- The event contributes to the marketing of the City
 - The advertising for the Stanwood Camano Arts Festival event will include marketing for the City by distributing attractive materials incorporating the City logo.
 - The event will attract the public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that contribute to the city's tax base.
 - This event promotes a new safe, enjoyable and entertaining activity. It promotes an alternative shopping experience and promotes the art community.

FINANCIAL IMPACT

Stanwood Camano Arts Festival is requesting City Contribution. The total fees for this event are \$742.50. The total fees to be collected from the applicant are \$135.62, and the City contribution amount is \$406.88. The City has collected the required \$50 permit fee and will collect a \$150 refundable damage deposit. The Art by the Bay applicant will pay all costs associated with police staffing as determined by the Stanwood Police Chief.

CITY COUNCIL OPTIONS:

1. Approve City Contribution and the Special Event Permit request for the Stanwood Camano Arts Festival on July, 13, 14, & 15, 2018.
2. Remove the Special Event permit from the consent agenda for further discussion and then approve City Contribution and the Special Event Permit request for the Stanwood Camano Arts Festival on July 13, 14, & 15, 2018.
3. Do not approve City Contribution, but approve the Special Event Permit request for the Stanwood Camano Arts Festival on July 13, 14, & 15, 2018.
4. Do not approve City Contribution of the Special Event Permit request for the Stanwood Camano Arts Festival on July 13, 14, & 15, 2018.

RECOMMENDED MOTION

I MOVE TO APPROVE CITY CONTRIBUTION AND THE SPECIAL EVENT PERMIT REQUEST FOR THE STANWOOD CAMANO ARTS FESTIVAL ON JULY 13, 14 & 15, 2018.



City of Stanwood
10220 270th Street NW
Stanwood, Washington 98292
Phone: (360) 629-2181
Fax: (360) 629-3009

RECEIVED
JAN 19 2018
CITY OF STANWOOD
COMMUNITY DEVELOPMENT

JUL 18
ATTACHMENT A

Permit Number: 2018-0009

SPECIAL EVENT PERMIT APPLICATION

Definition: Special events means any temporary or ongoing activity that occurs on public property that affects the ordinary use of public streets, right-of-way, sidewalks, traffic and other places that reasonably expected to cause or result in more than 75 people gathering in a public place; and/or is reasonably expected to have an uncommon impact on such public place; and/or is reasonably expected to require the provision of public services.

The following items are required for all special event applications:

- ☒ Completed application - submitted 60 days prior to the event for review and processing.
- ☒ Non-Refundable Application Fee: **\$50.00, fee must accompany application.**
- ☐ Certificate of Liability Insurance
- ☒ Detailed site map showing street closures, traffic control devices, barricades and portable toilets
- ☐ Written permission from property owners if event is held on private property
- ☐ Flyer and/or schedule of event(s)
- ☒ Banner application if applicable, application located on City website or at City Hall.
- ☐ **\$200 Non refundable Fee Park Fee** if applicable due at time of application to reserve date. Fee will be applied to park use, but is non-refundable.

Park Reservations and submittal of fees must be pre-authorized with Lisa Noonchester at (360) 629-9781 ext. 4531 or lisa.noonchester@ci.stanwood.wa.us, prior to submitting the Special Event application.

Any changes to the area where the event is held must be returned to its original condition. Only chalk is allowed on streets, no paint of any kind is allowed.

City Contribution

- For large events 1000 people or more, the City to contribute 75% of the cost of staff labor and equipment costs.
- For small events less than 1000 people, the City to contribute up to a limit of \$325 value of staff time and equipment costs.

See the City Contribution form attached to this document for more information. To request City Sponsorship, the application for City Sponsorship must accompany this application

Applicant Information

Applicant's Name: STANWOOD CAMANO ARTS FESTIVAL
Company/Organization: STANWOOD CAMANO ARTS FESTIVAL
Contact Person to be available at event: SALLY PRAY

8/11/18

Mailing address: 1078 Ellie Lane, Camano Is, WA 98282
Phone: 360-387-8101 Cell: 425-773-0313 Email: Sallyp@yabbp@yahoo.com

Event Information

Name of Event: Stanwood Camano Arts Festival
Event Date(s): July 13th, 14th + 15th 2018
Event open time: 9:00 AM Event close time: 5:00 PM Artists 9:00 PM Music + Beer Garden
Set up date and time: Thursday July 12th 6:00 PM to 9:00 PM
Break down date and time: July 15th, 2018 5:00 PM to 9:00 PM
Event Location (must include address): 271st SW + 88th Ave NW Stanwood, WA 98282
Does your event cause any street closures? YES
Which streets will be closed? 271st SW + 88th Ave NW

Attendance

Estimated Total Attendance: 10,000
How many registered Participants? 100-125 Artists Spectators? TBA Volunteers? TBD Staff? 15

Event Site Plan

Attach proposed event map and site plan with the following indicated for review, potential amending and approval:

- Detailed event layout/route with directional arrows, street names
- Placement and collection of signage, traffic control devices, barricades, toilets, etc
- Parking Plan
- Tents, Canopies and Awnings
- Stages, booths, trailers, motorhomes

City Services

Will any other City services or supplies be requested? If so, please describe in detail below:

- a. Police: NEEDEN FOR BEER + WINE GARDEN, EXPLORES AT NIGHT FOR SECURITY
b. Fire: EXPLORES ARE VOLUNTEERS + FIRE DEPT WILL HAVE FIRST AID STATION
c. Public Works: AS IN YEARS PAST ROAD CLOSURE BARRICADES, CITY WORKS TO FILL WATER WEIGHT FOR STAGE SETUP STREET CLOSURE SIGNS, + HANDLE BARRICADES.

Plan for police services, security/crowd control, first aid/medical assistance, street closures and traffic route/intersection control: POLICE WILL BE NOTIFIED AS IN PAST EVENTS + HIRING FOR BEER GARDEN - FIRE DEPT WILL SET UP FIRST AID STATION AS IN PAST EVENTS

Plan for portable toilets, garbage, sanitation and clean-up (please include delivery and pick up dates):
Applicant must provide for their own portable toilets, but explain plan: PORTA TOILETS TO BE SET
UP THURSDAY PM & PICKED UP MONDAY - VOLUNTEERS TO CLEAN UP AFTER EVENT

Temporary Signage (describe number and size and diagram location)
STANWOOD BOARDS - CITY BANNERS - BANNERS OFF FREEWAY NORTH SOUTH SIDE

Will there be organizations or vendors involved in the event? Yes ☒ No ☐

If yes, How many? Local within Stanwood City Limits: 4 FOOD VENDORS
Outside Stanwood City Limits: _____

Applicant must collect and maintain all Vendor Insurance and food handler information. ☒

Will food and/or liquor be distributed/sold at event: Yes ☒ No ☐ (if yes, please explain plan)

Note: per SMC 9.24.080 "No person shall consume liquor ... in a public place".

LIQUOR TO BE SOLD IN BEER GARDEN FENCED OFF WITH VOLUNTEER CHECKING ID'S
AND TO KEEP LIQUOR IN DESIGNATED AREA.

Once application is approved, within 72 hours of event, applicant shall notify all parties' impacted (residents, businesses, transit, fire, police, public works).

AGREEMENT

The City of Stanwood does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Applicant will provide the City with a Certificate of Liability Insurance naming the City as an additional insured on the policy. Applicant's insurance coverage shall be primary as respects to the City. The policy must include bodily injury and property damage coverage limits of no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII who are authorized to do business in the State of Washington. Insurance may be purchased through the City's insurance carrier at an additional cost to meet this requirement.

The applicant shall defend, indemnify and hold harmless the City of Stanwood, its officers, officials, employees and volunteers, while acting within the scope of their duties, from any and all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Signature of Applicant: Sally Ry

Organization/Title DIRECTOR

Date: 1-6-18



Request for City Contribution
(submit with special event application)

Name of Applicant: Sally Pray
Name of organization requesting contribution: Stanwood Camano Arts Festival
Name of event: Stanwood Camano Arts Festival
Event Dates: July 13th, 14th + 15th
Mailing Address: 1078 Ellie Ln
City Camano Is State WA Zip 98282
Phone: 360-387-8101 Cell: 425-773-0313
Email: SallyPrayAB3@yahoo.com

Criteria for approval of city contribution:

As part of the review of a City contribution the following findings shall be made:

- The event contributes to marketing of the City
- The event will attract the general public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that will contribute to the City's tax base.
- The event provides recreation benefit to the general public.
- The event promotes the general public welfare.

As part of City contribution, the City of Stanwood logo and/or text indicating the City role may, in sole discretion of the City be included in signage, posters and other advertising materials for the event.

Briefly describe how your event will meet the above listed criteria: HAVE STANWOOD CAMANO ARTS FESTIVAL ON MAIN ST (271ST ST. N.W. + 80TH AVE. N.W.) SHOW TO INCREASE REVENUE AND MARKETING FOR THE CITY, THE MERCHANTS, TRAVEL, TRANSIT, AND COMMUNITY. LAST YEAR 2017 WE BROUGHT IN COUNTED 9,600 PEOPLE TO THE FESTIVAL

Amount requested: \$ WHAT EVER CITY IS OFFERING

City services requested for sponsorship: CITY PUBLIC WORKS, FIRE DEPT, POLICE DEPT, CITY WORKS, ANYONE TO HELP MAKE THIS EVENT A SUCCESS! OUR COMMITTEE IS ALL VOLUNTEER! WE ARE DOING THIS TO HELP OUR COMMUNITY!

DOWNTOWN STANWOOD

272ND ST NW

271ST ST NW

90TH AVE NW



271ST ST NW



INFO BOOTH
KIDS AREA



270TH ST NW



88TH AVE NW

84TH AVE NW

92ND AVE NW

SR 532

EVENT OUTLINE

HIGHLIGHTS

MORE THAN 100 VENDOR BOOTHS
LIVE MUSIC
ROAMING STREET PERFORMERS
A LOCAL CRAFT BEER GARDEN & WINE BAR
ROOT BEER FLOAT GARDEN
"KIDS DISCOVER ART" AREA
FACE PAINTING
JUGGLERS
FOOD BOOTHS
A GRAPE STOMPING CONTEST
FEATURING STANWOOD'S OWN MAYOR KELLEY
PANCAKE BREAKFAST
SILENT AUCTION

SCHEDULE

THURSDAY, JULY 12TH:
ARTISTS CHECK IN
AT 5:00PM.
FRIDAY, JULY 13TH:
ARTISTS FROM 10:00AM - 5:00PM,
MUSIC, CRAFT BEER GARDEN 2:00PM - 9:00
SATURDAY, JULY 14TH:
PANCAKE BREAKFAST 8-12 NOON
ARTISTS FROM 10:00AM - 5:00PM,
MUSIC, CRAFT BEER GARDEN 2:00PM - 9:00PM
SILENT AUCTION: 10:00AM - 5:00PM
CHILDREN'S AREA: 11:00AM - 3:00PM
SUNDAY, JULY 15TH:
ARTISTS FROM 10:00AM - 5:00PM,
MUSIC, CRAFT BEER GARDEN 12:00PM - 5:00PM
SILENT AUCTION: 10:00AM - LAST BID AT 4PM
CHILDREN'S AREA: 11:00AM - 3:00PM

← CAMANO ISLAND

I-5 →



MMXVIII
SUMMER ARTS JAM



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d

DATE: May 10, 2018

SUBJECT: Special Event with City Contribution-Twin City Idler's Car Show

CONTACT PERSON: Corinne Schakel, Permit Specialist

ATTACHMENTS: A -Special event application including request for City contribution
B - Fee Worksheet
C – Map

SUMMARY STATEMENT

Twin City Idler's Car Club submitted a Special Event Application (Attachment A) requesting City Contribution with the \$50 permit fee to the City Council for approval of a classic car show on June 24, 2018 located from the Intersection of Florence Way to the East to the 9400 Block of 271st Street to the West.

DISCUSSION

The Twin City Idler's Car Show will be located from the intersection of Florence Way down 271st St., ending in the center of the Stanwood Middle School. The participants park their vehicles on both sides of the street with vendors located near the intersections. It is anticipated that there will be 500 participants, approximately 6,000-10,000 spectators and 75 staff members and volunteers. The club is asking for City Contribution and the event meets the requirements for large events of 1,000 or more: 1) the event is held in the City. 2) It attracts the public to commercial areas.

Findings for the City Contribution:

- The event contributes to the marketing of the City:
 - The advertising for the Twin City Idler's Car Show event will include marketing for the City by distributing attractive advertising materials incorporating the City logo.
 - The event will attract the public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that contribute to the city's tax base.

- It gives citizens the chance to check out the new businesses in the downtown area. It also promotes the opportunity to advertise for current and upcoming events, i.e. the Port Susan Farmer's Market, the Concert Series, The Stanwood Camano Arts Festival and Art by the Bay.
- This event promotes a safe, enjoyable and entertaining activity. It is an opportunity for families to enjoy the day together looking at cars, shopping and dining in the downtown area.

The Twin City Idler's have held this event in downtown Stanwood for the past 15 years. It continues to grow in participants, vendors and visitors.

FINANCIAL IMPACT

The Twin City Idler's Car Show is requesting City Contribution. The total fees for this event are \$580.00 (Attachment B). The total fees to be collected from the applicant are \$145.00 and the City Contribution amount is \$435.00. The City has collected the required \$50 permit fee and will collect a \$150.00 refundable deposit for damage and signs. The Twin City Idler's Car Club will pay all costs associated with police staffing as determined by the Stanwood Police Chief.

CITY COUNCIL OPTIONS

1. Approve City Contribution and the Special Event Permit request for the Twin City Idler's Car Show to be held on Sunday, June 24, 2018.
2. Remove the Special Event permit from the consent agenda for further discussion and then approve City Contribution and the Special Event Permit request for the Twin City Idler's Car Show to be held on Sunday, June 24, 2018.
3. Do not approve City Contribution, but approve the Special Event Permit request for the Twin City Idler's Car Show to be held on Sunday, June 24, 2018.
4. Do not approve City Contribution of the Special Event Permit request for the Twin City Idler's Car Show to be held on Sunday, June 24, 2018.

RECOMMENDED MOTION

I MOVE TO APPROVE CITY CONTRIBUTION AND THE SPECIAL EVENT PERMIT REQUEST FOR THE TWIN CITY IDLER'S CAR SHOW TO BE HELD ON SUNDAY, JUNE 24, 2018.



City of Stanwood
 10220 270th Street NW
 Stanwood, Washington 98292
 Phone: (360) 629-2181
 Fax: (360) 629-3009

APR 19 2018
 CITY OF STANWOOD
 COMMUNITY DEVELOPMENT

Permit
 Number:

2018-0176

SPECIAL EVENT PERMIT APPLICATION

Definition: Special events means any temporary or ongoing activity that occurs on public property that affects the ordinary use of public streets, right-of-way, sidewalks, traffic and other places that reasonably expected to cause or result in more than 75 people gathering in a public place; and/or is reasonably expected to have an uncommon impact on such public place; and/or is reasonably expected to require the provision of public services.

The following items are required for all special event applications:

- ☒ Completed application - submitted 60 days prior to the event for review and processing.
- ☒ Non-Refundable Application Fee: **\$50.00, fee must accompany application.**
- ☐ Certificate of Liability Insurance
- ☐ Detailed site map showing street closures, traffic control devices, barricades and portable toilets
- ☐ Written permission from property owners if event is held on private property
- ☐ Flyer and/or schedule of event(s)
- ☒ Banner application if applicable, application located on City website or at City Hall.
- ☐ **\$200 Non refundable Fee Park Fee** if applicable due at time of application to reserve date. Fee will be applied to park use, but is non-refundable.

Park Reservations and submittal of fees must be pre-authorized with Lisa Noonchester at (360) 629-9781 ext. 4531 or lisa.noonchester@ci.stanwood.wa.us, prior to submitting the Special Event application.

Any changes to the area where the event is held must be returned to its original condition. Only chalk is allowed on streets, no paint of any kind is allowed.

City Contribution

- For large events 1000 people or more, the City to contribute 75% of the cost of staff labor and equipment costs.
- For small events less than 1000 people, the City to contribute up to a limit of \$325 value of staff time and equipment costs.

See the City Contribution form attached to this document for more information. To request City Sponsorship, the application for City Sponsorship must accompany this application

Applicant Information

Applicant's Name: LES ANDERSON

Company/Organization: TWIN CITY FLYERS

Contact Person to be available at event: LES ANDERSON / CLARKE HAMM

Mailing address: P.O. Box 906
Phone: 360-202-9034 Cell: ← Email: President@TwinCityIDlers.ORG

Event Information

Name of Event: Twin City IDlers 16th Annual Show & Shine
Event Date(s): June 24th 2018
Event open time: 6:00am (9am-3pm) Event close time: 3pm
Set up date and time: Sunday June 24th 5 AM
Break down date and time: SAME - CLEAR 4pm
Event Location (must include address): 271st Street NW (84th - 98th)
Does your event cause any street closures? YES
Which streets will be closed? 271st (From 84th to 98th)

Attendance

Estimated Total Attendance: 10,000
How many registered Participants? 600+ Spectators? 9,500 Volunteers? 40 Staff?

Event Site Plan

Attach proposed event map and site plan with the following indicated for review, potential amending and approval:

- Detailed event layout/route with directional arrows, street names
- Placement and collection of signage, traffic control devices, barricades, toilets, etc
- Parking Plan
- Tents, Canopies and Awnings
- Stages, booths, trailers, motorhomes

City Services

Will any other City services or supplies be requested? If so, please describe in detail below:

- a. Police: 2 OFFICERS SPLIT SHIFT O/T PAID BY TCI
b. Fire: NONE (CADETS)
c. Public Works: SET UP BARRICADES

Plan for police services, security/crowd control, first aid/medical assistance, street closures and traffic route/intersection control:

Plan for portable toilets, garbage, sanitation and clean-up (please include delivery and pick up dates):
Applicant must provide for their own portable toilets, but explain plan: 11 STANWOOD + 2 ADA
PORTA TOILETS + 2 HAND WASH STATIONS

Temporary Signage (describe number and size and diagram location)

Will there be organizations or vendors involved in the event? Yes ☒ No ☐

If yes, How many? Local within Stanwood City Limits: ESTIMATE 10
Outside Stanwood City Limits: 0
Applicant must collect and maintain all Vendor Insurance and food handler information.

Will food and/or liquor be distributed/sold at event: Yes ☒ No ☐ (if yes, please explain plan)

Note: per SMC 9.24.080 "No person shall consume liquor ... in a public place".
FOOD VENDORS ONLY - NO ALCOHOL

Once application is approved, within 72 hours of event, applicant shall notify all parties' impacted (residents, businesses, transit, fire, police, public works).

AGREEMENT

The City of Stanwood does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Applicant will provide the City with a Certificate of Liability Insurance naming the City as an additional insured on the policy. Applicant's insurance coverage shall be primary as respects to the City. The policy must include bodily injury and property damage coverage limits of no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII who are authorized to do business in the State of Washington. Insurance may be purchased through the City's insurance carrier at an additional cost to meet this requirement.

The applicant shall defend, indemnify and hold harmless the City of Stanwood, its officers, officials, employees and volunteers, while acting within the scope of their duties, from any and all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Signature of Applicant: [Signature]

Organization/Title TCI PRESIDENT Date: 4/19/18



Special Event Contact List

This list is provided for you in case your event will involve other agencies. You will be required to make the appropriate contacts, as your event requires.

Washington State Department of Transportation (WDOT)
Phone: (360) 705-7000

Community Transit
Phone: (800) 562-1375 or (425) 353-RIDE
Website: www.communitytransit.org

Island County Transit
Phone: (360) 387-7433
Website: www.islandtransit.org

Washington State Liquor Control Board
Phone: (360) 664-1600

Snohomish County Health District
Phone: (425) 339-5200
(425) 339-5250 Food Handler Cards

Waste Management Northwest
Phone: (800) 592-9995
Website: www.wmnorthwest.com/stanwood

Snohomish County PUD
Phone: (360) 629-5700
Website: www.snopud.com

Cascade Gas Company
Phone: (888) 522-1130
Web-site: www.cngc.com

Stanwood-Camano School District
Phone: (360) 629-1200
Website: www.stanwood.wednet.edu

Burlington Northern Railroad
Phone: (206) 625-6220
Website: www.bnsf.com

Amtrak
Phone: (800) 872-7245
Web-site: www.amtrak.com

City of Stanwood Contact List

Community Development (processes application)
(360) 629-2181 ext 124
Corinne.schakel@ci.stanwood.wa.us

Fire Department:
(360) 629-2184

Public Works
(360) 629-9781
Lisa.noonchester@ci.stanwood.wa.us

Clerk's Office (completes application & takes to City Council if applicable)
(360) 629-2181 ext 106
patricia@ci.stanwood.wa.us

Police Dept.
(425) 388-5290



Request for City Contribution
(submit with special event application)

RECEIVED

APR 19 2018

CITY OF STANWOOD
COMMUNITY DEVELOPMENT

Name of Applicant: Twin City IDLERS / LES ANDERSON
Name of organization requesting contribution: TWIN CITY IDLERS
Name of event: 16th Annual Show + Shine Car Show
Event Dates: June 24 2018

Mailing Address: Po Box 906
City Stanwood State WA Zip 98291
Phone: 360-202-9034 Cell: _____
Email: PRESIDENT@TWINCITYIDLERS.ORG

Criteria for approval of city contribution:

As part of the review of a City contribution the following findings shall be made:

- o The event contributes to marketing of the City
- o The event will attract the general public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that will contribute to the City's tax base.
- o The event provides recreation benefit to the general public.
- o The event promotes the general public welfare.

As part of City contribution, the City of Stanwood logo and/or text indicating the City role may, in sole discretion of the City be included in signage, posters and other advertising materials for the event.

Briefly describe how your event will meet the above listed criteria: EVENT ATTRACTS PEOPLE FROM ALL OVER THE NW INCLUDING WA, OR, IDAHO BC CA + CALIFORNIA TO STANWOOD FOR THE 3RD LARGEST CAR SHOW IN NW WASHINGTON 10,000+ PEOPLE INTO TOWN -

Amount requested: \$ 1000⁰⁰

City services requested for sponsorship: SET OUT BARRICADES SUNDAY MORNING + EXPENSES FOR ADVERTIZING
INSTALL BANNER OVER RD ON 88th



Special Event Fee Schedule

Name of Event: Twin City Idler's 6/24/18

Fees	No. Requested	Cost/Fee	Unit	Total	City Comments
Application Fee	1	\$50.00	Each	\$50.00	paid on 4/19/18
Additional Vendors not local	10	first 10 free	Each	\$0.00	
Additional Vendors local	0	first 10 free	each	\$0.00	
Banner	1	\$180.00	each	\$180.00	
Other					
Personnel Services					
Public Works	8	\$50.00	hourly rate	\$400.00	
Community Development	0	\$90.00	hourly rate	\$0.00	
Police Services					arrangements to be made directly with Police
Other					
Refundable Deposits					
Refundable Deposits	1	\$150.00	flat rate	\$150.00	
Total fees				\$580.00	
City Contribution				\$435.00	\$580 x 75%
Applicants fees				\$145.00	
Total deposits				\$150.00	
Applicants total fees				\$295.00	





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e
DATE: May 10, 2018
SUBJECT: Special Event Permit-Stanwood Lacrosse Invitational
CONTACT PERSON: Corinne Schakel, Permit Specialist
ATTACHMENTS: A – Special Event Permit Application
B – Map

ISSUE

The Stanwood Lacrosse Club has submitted a Special Event application to have a Lacrosse Jamboree at Heritage Park on Sunday, June 3, 2018.

DISCUSSION

The Stanwood Invitational invites Lacrosse clubs with children in grades K-8 to participate in a Lacrosse Jamboree to be held at Heritage Park on Sunday, June 3, 2018, from 9am to 6pm. They are renting Heritage Park from the City of Stanwood and have paid the \$50 Special Event application fee and will be responsible for all of the Park fees as designated by Lisa Sokolik in the Public Works Department.

There will be no road closures and the entire event is to be held in the Heritage Park area. The children will be chaperoned by coaches and parents. They are not requesting City Contribution.

Benefits:

- i) *The event contributes to the marketing of the city.*
The event will bring spectators to Stanwood for a family friendly recreational event. This event promotes safe, wholesome family fun in Stanwood.
- ii) *The event will attract the parents, coaches and visitors into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that contribute to the city's tax base.*

FINANCIAL IMPACT

The Stanwood Lacrosse Club paid a \$50 application fee for the Special Event. They will also pay the Park fees to rent Heritage Park.

RECEIVED

APR 17 2018

CITY OF STANWOOD
COMMUNITY DEVELOPMENT

City of Stanwood
 10220 270th Street NW
 Stanwood, Washington 98292
 Phone: (360) 629-2181
 Fax: (360) 629-3009

 Permit
 Number:

2018-0170

SPECIAL EVENT PERMIT APPLICATION

Definition: Special events means any temporary or ongoing activity that occurs on public property that affects the ordinary use of public streets, right-of-way, sidewalks, traffic and other places that reasonably expected to cause or result in more than 75 people gathering in a public place; and/or is reasonably expected to have an uncommon impact on such public place; and/or is reasonably expected to require the provision of public services.

The following items are required for all special event applications:

- ☐ Completed application - submitted 60 days prior to the event for review and processing.
- ☐ Non-Refundable Application Fee: **\$50.00, fee must accompany application.**
- ☐ Certificate of Liability Insurance
- ☐ Detailed site map showing street closures, traffic control devices, barricades and portable toilets
- ☐ Written permission from property owners if event is held on private property
- ☐ Flyer and/or schedule of event(s)
- ☐ Banner application if applicable, application located on City website or at City Hall.
- ☐ **\$200 Non refundable Fee Park Fee** if applicable due at time of application to reserve date. Fee will be applied to park use, but is non-refundable.

Park Reservations and submittal of fees must be pre-authorized with Lisa Noonchester at (360) 629-9781 ext. 4531 or lisa.noonchester@ci.stanwood.wa.us, prior to submitting the Special Event application.

Any changes to the area where the event is held must be returned to its original condition. Only chalk is allowed on streets, no paint of any kind is allowed.

City Contribution

- For large events 1000 people or more, the City to contribute 75% of the cost of staff labor and equipment costs.
- For small events less than 1000 people, the City to contribute up to a limit of \$325 value of staff time and equipment costs.

See the City Contribution form attached to this document for more information. To request City Sponsorship, the application for City Sponsorship must accompany this application

Applicant Information

Applicant's Name: Ben Haygood

Company/Organization: Stanwood Lacrosse

Contact Person to be available at event: Ben Haygood

Mailing address: PO Box 863 Starwood 98292
Phone: 360 770 5894 Cell: same Email: ben.haggland@gmail.com

Event Information

Name of Event: Starwood Invitational
Event Date(s): 6/3/18
Event open time: 9am Event close time: 6pm
Set up date and time: 6/3/18 7am
Break down date and time: 6/3/18 6pm
Event Location (must include address) Heritage Park 9800 276th St NW
Starwood MS 9405 271st St NW
Does your event cause any street closures? NO
Which streets will be closed? N/A

Attendance

Estimated Total Attendance: 550
How many registered Participants? 270 Spectators? 270 Volunteers? 5 Staff? 5

Event Site Plan

Attach proposed event map and site plan with the following indicated for review, potential amending and approval:

- Detailed event layout/route with directional arrows, street names
- Placement and collection of signage, traffic control devices, barricades, toilets, etc
- Parking Plan
- Tents, Canopies and Awnings
- Stages, booths, trailers, motorhomes

City Services

Will any other City services or supplies be requested? If so, please describe in detail below:

- a. Police: NO
b. Fire: NO
c. Public Works: Open Heritage Park at 7am, check bathrooms & noon

Plan for police services, security/crowd control, first aid/medical assistance, street closures and traffic route/intersection control: Teams are responsible for first aid

Plan for portable toilets, garbage, sanitation and clean-up (please include delivery and pick up dates):
Applicant must provide for their own portable toilets, but explain plan:

2 portable toilets at Heritage to supplement bathroom
1 portable toilet at Stanwood MS to supplement bathroom
large dumpster delivered to Heritage
all units delivered week prior and picked up week after
Temporary Signage (describe number and size and diagram location)
N/A

Will there be organizations or vendors involved in the event? Yes ☒ No ☐

If yes, How many? Local within Stanwood City Limits: 3

Outside Stanwood City Limits: 0

Applicant must collect and maintain all Vendor Insurance and food handler information.

Will food and/or liquor be distributed/sold at event: Yes ☒ No ☐ (if yes, please explain plan)

Note: per SMC 9.24.080 "No person shall consume liquor ... in a public place".
Shaved ice company from Camano and Dos Equis for Stanwood

Once application is approved, within 72 hours of event, applicant shall notify all parties' impacted (residents, businesses, transit, fire, police, public works).

AGREEMENT

The City of Stanwood does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Applicant will provide the City with a Certificate of Liability Insurance naming the City as an additional insured on the policy. Applicant's insurance coverage shall be primary as respects to the City. The policy must include bodily injury and property damage coverage limits of no less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII who are authorized to do business in the State of Washington. Insurance may be purchased through the City's insurance carrier at an additional cost to meet this requirement.

The applicant shall defend, indemnify and hold harmless the City of Stanwood, its officers, officials, employees and volunteers, while acting within the scope of their duties, from any and all causes of action, demands and claims, including the cost of their defense, arising in favor of the organization, the organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the organization, its employees or representatives, concessionaires of the event or any other person or entity, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Signature of Applicant: OB [Signature]

Organization/Title Stanwood Lacrosse
President

Date: 4/17/18



Special Event Contact List

This list is provided for you in case your event will involve other agencies. You will be required to make the appropriate contacts, as your event requires.

Washington State Department of Transportation (WDOT)
Phone: (360) 705-7000

Community Transit
Phone: (800) 562-1375 or (425) 353-RIDE
Website: www.communitytransit.org

Island County Transit
Phone: (360) 387-7433
Website: www.islandtransit.org

Washington State Liquor Control Board
Phone: (360) 664-1600

Snohomish County Health District
Phone: (425) 339-5200
(425) 339-5250 Food Handler Cards

Waste Management Northwest
Phone: (800) 592-9995
Website: www.wmnorthwest.com/stanwood

Snohomish County PUD
Phone: (360) 629-5700
Website: www.snopud.com

Cascade Gas Company
Phone: (888) 522-1130
Web-site: www.cngc.com

Stanwood-Camano School District
Phone: (360) 629-1200
Website: www.stanwood.wednet.edu

Burlington Northern Railroad
Phone: (206) 625-6220
Website: www.bnsf.com

Amtrak
Phone: (800) 872-7245
Web-site: www.amtrak.com

City of Stanwood Contact List

Community Development (processes application)

(360) 629-2181 ext 124
Corinne.schakel@ci.stanwood.wa.us

Fire Department:
(360) 629-2184

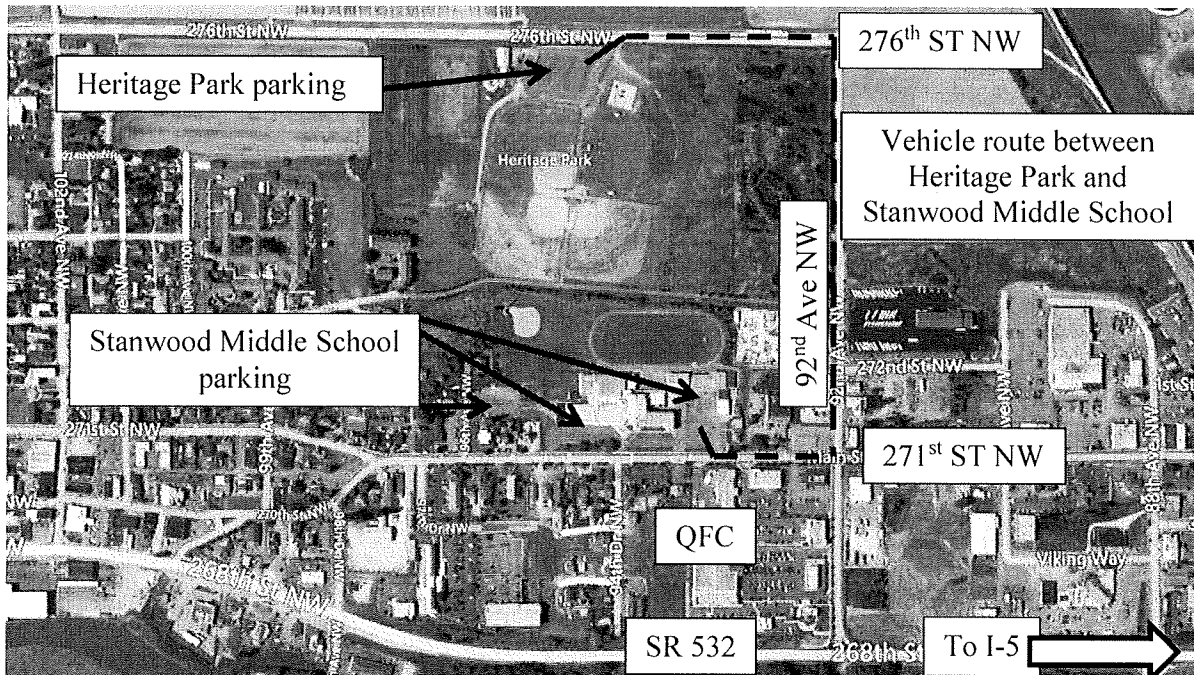
Public Works
(360) 629-9781
Lisa.noonchester@ci.stanwood.wa.us

Clerk's Office (completes application & takes to City Council if applicable)

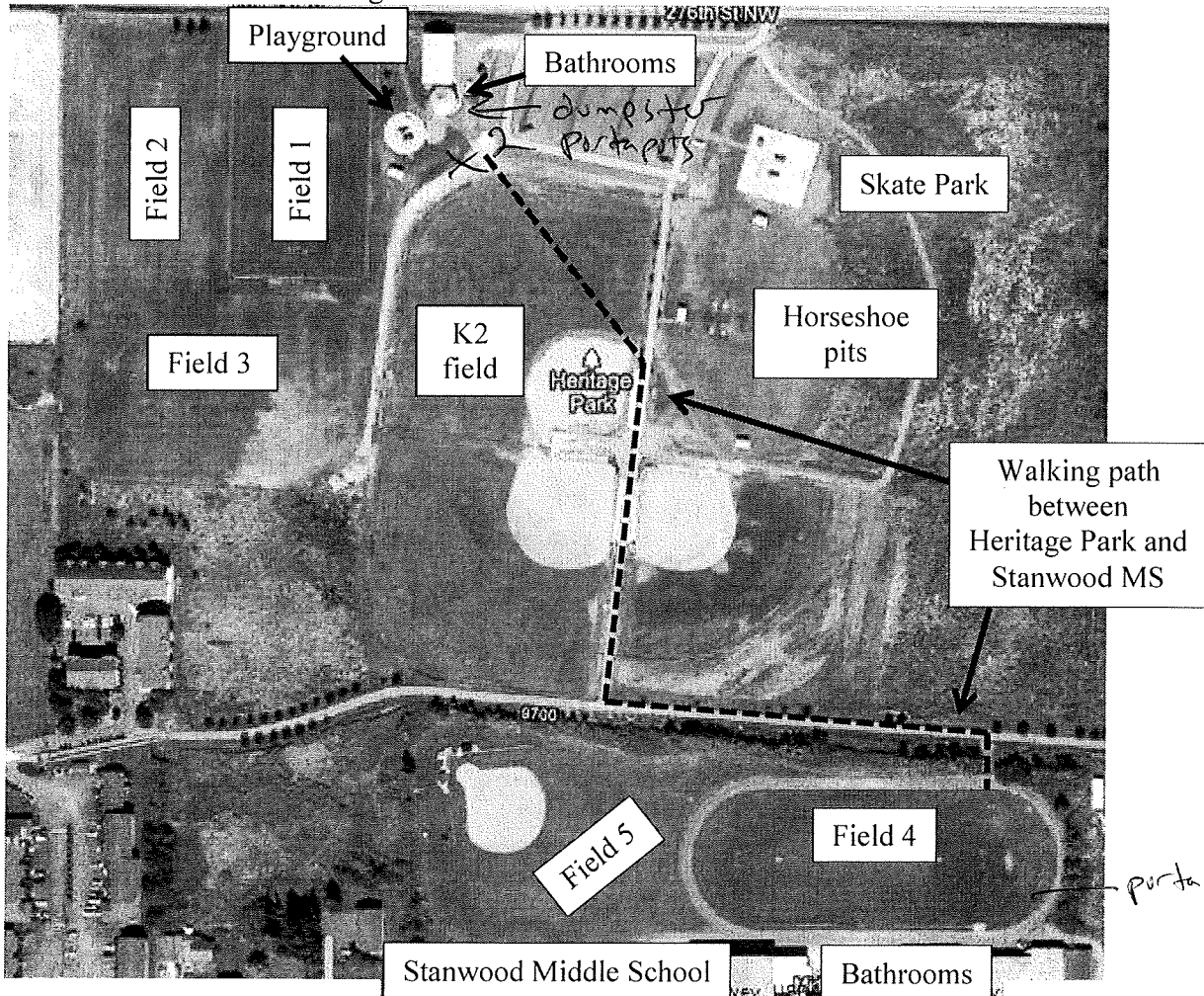
(360) 629-2181 ext 106
patricia@ci.stanwood.wa.us

Police Dept.
(425) 388-5290

Downtown Stanwood



Heritage Park and Stanwood Middle School





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: May 10, 2018

SUBJECT: Ordinance 1456 –New Retail Recreational Marijuana Rules – 1st Reading

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

ATTACHMENTS: A - Ordinance 1456 – Retail Marijuana
B – Maps
C – Additional Public Comments

ISSUE

The issue before the City Council is to review Ordinance 1456 relating to code changes to allow for retail marijuana sales within Stanwood and to review the Planning Commission's recommendation.

RECOMMENDATION

1. Review and discuss proposed rules for retail recreational marijuana sales, mapping, and Planning Commission's recommendation.
2. Allow for first reading of Ordinance 1456 making changes to the City of Stanwood Municipal Code.

SUMMARY STATEMENT

The majority of City Council at their first meeting of the year (January 11, 2018) asked staff to draft rules allowing for sale of marijuana. Based on this direction from City Council staff is providing the following staff report to implement City Council's direction.

Senate Bill 5052 tasked the Washington State Liquor and Cannabis Board (WSLCB) to reopen licensing for retail marijuana businesses. The WSLCB began accepting new applications for retail licenses on October 12, 2015 and to allow retailers to receive a medical marijuana endorsement. The WSLCB understands that some cities may be concerned about density and other issues related to the number of potential retail marijuana licensees. However, local authorities may choose to make rules or ordinances to address these concerns.

House Bill 2136 allows local authorities to permit the licensing of premises within 1,000 feet but not less than one hundred feet of a restricted entity by enacting an ordinance authorizing such distance reduction. Cities may now choose to adopt buffer zones that are less than one thousand feet from places like parks, transit centers, and childcare facilities. House Bill 2136 provides the following caveats:

- Elementary/secondary schools and playgrounds must remain 1,000 feet from licensed premises.
- City and county distance reductions cannot negatively impact the jurisdiction's civil regulatory enforcement, criminal law enforcement interests, public safety, or public health.
- A local authority ordinance permitting the licensing of a location within 1,000 feet of a restricted entity may require the applicant to notify the restricted entity of the applicant's intent to open.

House Bill 2136 does not address whether or not a city can restrict the retail sales to solely a medical marijuana endorsement. Senate Bill 5052 is the Cannabis Patient Protection Act, and seeks to clarify and reconcile Washington State's medical and recreational marijuana laws. Some highlights are;

- Establishes the liquor control board as the agency to oversee both recreational and medical marijuana and changes the name to Liquor and Cannabis Board.
- Creates a medical marijuana endorsement to be made available to a marijuana retail licensee. Medical marijuana endorsement stores must carry products identified by the Department of Health as beneficial to medical marijuana patients.
- Regulates medical use of marijuana through the same structure as established by Initiative 502 (legalizing recreational marijuana).
- Clarifies what medical conditions qualify for medical use of marijuana.

The Commission held a public hearing on March 26, 2018, at which time the Commission recommended moving the proposed language to City Council without a proposed recommendation. The motion from the Commission passed. Also, there were several members of the community in the audience. The majority of them spoke in opposition to the proposed change.

DISCUSSION

Below is a list discussed by the Community Development Committee on recreational marijuana.

Number of Businesses

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

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

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

Location

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

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

Helpful RCW and WAC sections:

RCW 69.50.331

Application for license.

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

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

(c) A city, county, or town may permit the licensing of research premises allowed under RCW 69.50.372 within one thousand feet but not less than one hundred feet of the facilities described in (a) of this subsection by enacting an ordinance authorizing such distance reduction, provided that the ordinance will not negatively impact the jurisdiction's civil regulatory enforcement, criminal law enforcement, public safety, or public health.

(d) The state liquor and cannabis board may license premises located in compliance with the distance requirements set in an ordinance adopted under (b)

or (c) of this subsection. Before issuing or renewing a research license for premises within one thousand feet but not less than one hundred feet of an elementary school, secondary school, or playground in compliance with an ordinance passed pursuant to (c) of this subsection, the board must ensure that the facility:

WAC 314-55-010

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

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

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

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

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

Potential Impacts to City Services

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

For the purposes of water and sewer use, retail businesses would not be required to provide an estimate of water and sewer use. Instead the City would utilize existing Equivalent Residential Unit Calculations for retail businesses to determine the appropriate sanitary sewer General Facilities Fee.

For traffic impacts staff recommends using existing traffic impact fees established for retail business for retail sales of marijuana.

Odor

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

Other Topics

Another questions is where to permit these types of facilities. Staff is suggesting allowing retail use within the Mainstreet Business I (MBI), Light Industrial (LI) and in the General Industrial (GI) zones. Within each of the proposed zones some restrictions will apply as to frontage and access. Some cities are allowing for the retail use within industrial type zones and not allowing them within any of their retail zones. Also, we are suggesting to make them an administrative conditional use permit within the zone.

The final area staff would like to draw attention to is that staff is proposing to have all marijuana uses located within a closed facility. This would assist in ensuring greater protection of the facility. The drafted rules only allow for the retail sale of marijuana in the City.

Here are a few highlights from the set of rules affecting retail sales of marijuana:

- Marijuana retailers may not locate within one thousand feet of any parcel containing an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older.
- Marijuana retailers may not locate within two thousand five hundred feet of any other legally established marijuana retailer whether said marijuana retailer is within the City limits or not.
- Customer parking for marijuana retailers must be on the public street side of the structure.
- Vehicular access to the parking lot for a marijuana retailer shall be from the public street frontage and may not be from an alley.
- Marijuana retailers shall not be allowed on any parcel that is contiguous to a parcel containing residential use.
- The Community Development Director shall have the authority to require improvements.

- The front facade of marijuana retail stores shall consist of storefront window(s), doors, and durable, quality building materials consistent with the design standards of the zone in which the property is located.
- Design standards could apply if located in a zone that does not have them.
- The maximum number of retail marijuana stores allowed in the City of Stanwood shall not exceed two.

The Planning Commission reviewed this issue at their February 26, 2018 meeting. There were several community members in attendance and the majority of speakers spoke in opposition to the change. At the end of the meeting the Commission discussed the proposed language. The Commission seemed to indicate that they only wanted to review the issue of retail sales and not the processing or production of marijuana. Also, the Community Development Committee reviewed the proposed language at their March 8, 2018 meeting and suggested as well to only move forward with retail sales.

The Planning Commission at their public hearing on March 26, 2018 reviewed language for only allowing retail marijuana sales in Stanwood and did not consider any language around processing and/or production of marijuana. Again, at the public hearing a majority of individuals who spoke, spoke in opposition to allowing retail marijuana sales.

Many of the speakers expressed concern that the retail shop would end up on mainstreet zoning (MB I or MB II). Some speakers suggested limiting a potential retail shop to the industrial zone(s) rather than downtown if the retail shop was going to be permitted by Council. Also, there were concerns over potential sign size and location as well as potential color of the building. Council could consider listening to the public on this matter then make any suggested edits prior to having first reading of the ordinance.

Proposed Change to Location

City Council asked staff at their April 12, 2018 meeting to provide alternative zoning locations for potential marijuana retail establishments (Attachment B). Staff provided alternative language as suggested to Council at their April 26, 2018 meeting. At the April 26, 2018 Council meeting Council asked staff to revise the ordinance based on the language provided and as outlined below. Based on this directive, staff revised the ordinance with the suggested changes below.

- Only allow marijuana retail establishments within the MB I, Light Industrial (LI), and General Industrial (GI) zones.
- Within the MB I zone no marijuana retailer shall have frontage along 271st Street NW.
- Within the MB I and LI zones no marijuana retailer shall have frontage along 88th Avenue NW south of the southern right-of-way line for Cedar Street.
- Within the GI zones no marijuana retailer shall have frontage along or access to Pioneer Highway.

FINANCIAL IMPACT

New Legislation Provides Shared Single Excise Tax

The taxation of marijuana was overhauled by the 2015 legislature by passage of 2E2SHB 2136 (hereafter referred to as HB 2136). The original marijuana initiative, I-502, did not provide for any portion of the excise tax on licensed marijuana to be shared with local governments.

Starting in June of 2015 the taxation of marijuana changed from an excise tax of 25% at three different phases (production, processing and retail sale) to a single excise tax of 37% at the time of retail sale – and, significantly, the excise tax will be shared with cities and counties.

Distribution of Tax Revenue

During fiscal years 2016 and 2017, the state will distribute \$6 million to cities and counties that have licensed retail marijuana stores within their jurisdiction. In 2018, the amount distributed, pursuant to a distribution formula, will start to increase, but again be limited to those cities and counties that have licensed retail marijuana stores within their borders. Counties will receive 60% and cities will receive 40% of the distribution. Distribution will be based on taxable sales of the jurisdiction. For cities, only jurisdictions with retail sales will receive funding.

Beyond 2017, once the state General Fund has received \$25 million in marijuana excise tax revenue, then 30% up to a maximum of \$20 million per year will be distributed to cities and counties.

- 30% must be distributed to counties, cities, and towns where licensed marijuana retailers are physically located. Each jurisdiction must receive a share of the revenue distribution under this subsection based on the proportional share of the total revenues generated in the individual jurisdiction from the taxes collected from the licensed marijuana retailers physically located in each jurisdiction.
- Seventy percent must be distributed to counties, cities, and towns ratably on a per capita basis. Counties must receive 60% of the distribution, which must be disbursed based on each county's total proportional population. Funds may on be distributed to jurisdictions that do not prohibit the siting of any state licensed marijuana producer, processor, or retailer.
- The total share of marijuana excise tax revenues distributed to counties and cities may not exceed fifteen million dollars in fiscal years 2018 and 2019 and twenty million dollars per fiscal year thereafter.

Retail Sales Tax

Medical Marijuana Exemption

The normal retail sales tax for each jurisdiction has always applied to retail sales of marijuana at licensed stores, and that was not changed, but HB 2136 provides that, starting in July of 2016, the retail sales tax will not be applied to retail sales of medical marijuana to “qualifying patients or designated providers who have been issued recognition cards.”

Retail Sales and Tax Revenue Projections

Retail sales at licensed marijuana stores are projected to increase, but any projections of tax revenue to be distributed to cities and counties are merely speculation at this point. However, city staff has contacted several cities and have found a range of approximately \$25,000 to \$45,000 annually.

Since part of the distribution is based on excise tax collected from retail stores within each jurisdiction, the amount distributed to each city and county will depend upon the volume of sales from retailers within their jurisdiction.

Marijuana excise tax distribution increasing 2018

Cities that receive a distribution from the Liquor and Cannabis Board (LCB) for the sale and distribution of marijuana will see an increase in the distribution. The adopted supplemental budget increased the maximum amount to be distributed to cities and counties from \$6 million per fiscal year to \$15 million per fiscal year.

COMMITTEE RECOMMENDATION

City staff met with the Council Community Development Committee on Thursday, March 8, 2018 to discuss the proposed edits. The Committee supported the concept of only allowing for retail sales of marijuana at this time. Staff had a follow up with the Committee on April 12, 2018 following the Planning Commission public hearing and decided to wait for further input from council.

CITY COUNCIL OPTIONS

1. Allow for first reading of Ordinance 1456 making changes to Title 17 affecting retail sale of marijuana in the City of Stanwood Municipal Code.
2. Do not support Ordinance 1456 making changes to Title 17 affecting retail sale of marijuana in the City of Stanwood Municipal Code at this time and direct staff to address specific Council issues or concerns prior to Council reconsidering the ordinance.
4. Do not support first reading of Ordinance 1456 making changes to Title 17 affecting retail sale of marijuana in the City of Stanwood Municipal Code.

RECOMMENDED MOTION

I MOVE TO APPROVE FIRST READING OF ORDINANCE 1456 AS SET FORTH IN ATTACHMENT "A" BY AMENDING TITLE 17 FOR CHANGES ASSOCIATED WITH THE ALLOWANCE FOR RETAIL MARIJUANA SALES.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1456

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING PORTIONS OF STANWOOD MUNICIPAL CODE TITLE 17 ENTITLED ZONING AND RELATING TO DEVELOPMENT REGULATIONS BY AMENDING STANWOOD MUNICIPAL CODE (SMC) 17.30.010 ENTITLED “PERMITTED LAND USES AND ESTABLISHED CLASSIFICATION OF USES”; AMENDING SMC 17.30.040 ENTITLED “ZONING USE TABLE”; AMENDING SMC 17.30.050 ENTITLED “ZONING USE CONDITIONS”; AMENDING SMC SUBSECTION 17.80.120(11);AMENDING SMC 17.100.045 ENTITLED “CONDITIONS FOR PERMITTING MEDICAL MARIJUANA COLLECTIVE GARDENS”; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, on February 26, 2018 the Stanwood Planning Commission reviewed the amendments set forth in this Ordinance during the amendment process; and

WHEREAS, the City of Stanwood SEPA Responsible Official reviewed the amendments and issued a Determination of Non-significance (DNS) on March 13, 2018; and

WHEREAS, on March 26, 2018, following notice as required by law, a public hearing was held by the Planning Commission and all persons wishing to provide public input concerning the proposed amendments set forth in this Ordinance were heard; and

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

WHEREAS, the City Council Community Development Committee reviewed the proposed language and amendments set forth in this Ordinance at their March 8, 2018

meeting and reviewed the Planning Commission's recommendation for the proposed edits to Title 17 relating to marijuana retail sales at their April 12, 2018 meeting; and

WHEREAS, the City Council reviewed the recommendation of the Planning Commission at their April 12, 2018 and April 26, 2018 regular meetings and accepted public comment; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City and in the interest of the public health, safety and welfare of the City and its citizens to amend Title 17 relating to marijuana retail sales to authorize the retail sale thereof, as further set forth in this Ordinance;

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

Section 1. SMC 17.30.010 is hereby amended to read as follows:

17.30.010 Permitted land uses and established classification of uses.

(1) No building or structure shall be erected, converted, enlarged, reconstructed, or structurally altered, nor shall any building or structure or land be used, designed, or arranged for any purpose other than is permitted pursuant to this section in the district in which the building or structure or land is located; provided, that such regulations shall not prohibit the continuance of an existing use.

(2) Land Use Classifications Established. This section establishes permitted, conditional, accessory and prohibited uses for all properties within the city limits. All uses in a given zone are one of the following five types:

(a) Permitted Use. Land uses allowed outright within a zone. The specific types of permitted uses are set forth in the zoning code chapters for each zoning district.

(b) Conditional Use. Uses with special characteristics that may not generally be appropriate within a zoning district, but may be permitted subject to review by the hearing examiner to establish conditions to protect public health, safety and welfare. The specific types of conditional uses are set forth in SMC 17.30.040, Zoning use table, and/or SMC 17.30.050, Zoning use conditions.

(c) Administrative Conditional Use. Uses with special characteristics that may not be generally appropriate within a zoning district but may be permitted subject to review by the community development director to establish conditions to protect public health, safety and welfare. The specific types of administrative conditional uses are set forth in SMC 17.30.040, Zoning use table, and/or SMC 17.30.050, Zoning use conditions.

(d) Accessory Use. Uses customarily incidental and subordinate to the principal use and located upon the same lot occupied by the principal use. Accessory uses are determined by the community development director or designee on a case-by-case basis.

(e) Prohibited Use. Any use which is not specifically enumerated or interpreted by the city as allowable in that district. Any use not specifically listed as a permitted, conditional, or accessory use is prohibited, except those uses determined to be unclassified and permitted by the community development director pursuant to SMC 17.30.020. Any prohibited use is illegal and is subject to civil or criminal penalties under Chapter 13.01 SMC.

~~(i) Initiative 502 (I-502) attempts to legalize recreational use of marijuana; however, the city of Stanwood prohibits the following under I-502:~~

~~(A) State licensed marijuana processors and producers are prohibited within any zone in the city of Stanwood.~~

~~(B) State licensed marijuana retailers are prohibited within any zone in the city of Stanwood.~~

(f) Unclassified Use. A use which is not a permitted use, a conditional use, or an accessory use, but which is interpreted by the community development director as similar to a permitted, conditionally permitted, or accessory use and not otherwise prohibited, pursuant to SMC 17.30.020. (Ord. 1376 § 6, 2014; Ord. 1294 § 10, 2011).

Section 2. SMC Section 17.30.040 entitled “Zoning Use Table” sections for “Personal Service” and “Retail Trade Establishments” only are hereby amended to read as follows (all other provisions of SMC Section 17.30.040 entitled “Zoning use table” remain in effect and unchanged):

17.30.040 Zoning use table

KEY:

Blank = Not Permitted

AC = Accessory Use

ADC = Administrative Conditional Use

C = Conditional Use

P = Permitted Use

AEO = Adult Entertainment Overlay

HO = Historic Overlay

TO = Transit Overlay

MPO = Master Plan Overlay

MXO = Mixed Use Overlay

Land Use	SR 12.4	SR 9.6	SR 7.0	SR 5.0	MR	TN	MB-129	MB- II	NB	GC	LI	GI
Personal Services												
Assisted/independent living					C18	C		P11 P18		P18		
Barber shop, beauty shop					P39MXO	P	P	P	P	P, P39 MXO		P37TO
Daycare center			P12	P12	P12	P12	P12	P12	P12	P12, P39 MXO		P37TO
Daycare, family	AC12	AC12	AC12	AC12	P12		P37TO	P	P12	P12, P39 MXO		P37TO
Daycare, mini				P12	P12	P12	P12	P12	P12	P12, P39 MXO		
Dry cleaner					P39MXO	P35	P	P	P	P, P39 MXO	P	P
Equipment rental								P		P, P39 MXO	P	P
Funeral home							P	P		P, P39	P	

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

Land Use	SR 12.4	SR 9.6	SR 7.0	SR 5.0	MR	TN	MB-I 29, 55, 56	MB-II	NB	GC	LI	GI <u>57</u>
Retail Trade Establishments												
Agricultural produce stand					P39MXO	P		P	P	P		
Antique shop					P39MXO		P37TO	P		P, P37TO, P39MXO		P37TO
Apparel shop					P39MXO	P	P, P37TO	P	P	P, P37TO, P39MXO		P37TO
Artisan and handicraft studio					P39MXO		P30	P30		P50, P39MXO	P	P
Artist and drawing supply					P39MXO		P	P				
Auto parts					P39MXO			P		P, P39MXO	P22	P22
Bakery					P39MXO		P	P		P, P39MXO		
Book store					P39MXO	P	P, P37TO	P	P	P, P37TO, P39MXO		P37TO
Camera store					P39MXO	P	P37TO	P	P			P37TO
Confectionery shop					P39MXO		P, P37TO	P		P, P39MXO		P37TO
Construction and home building supplies					P39MXO						P22	
Dairy products store							P	P		P, P39MXO		
Electrical and electronic goods					P39MXO		P	P	P	P, P39MXO		
Electrical and plumbing supplies					P39MXO					P, P39MXO	P22	
Farmer's market					P39MXO	P	P	P	P	P	P22	
Feed and farm supply					P39MXO	P		P		P, P39MXO	P	
Flea market					P39MXO							
Florist					P39MXO	P	P37TO	P		P, P39MXO	P37TO	P37TO
Food bank					P39MXO		P34	P34	P34	P34, P39MXO		

Furniture store					P39MXO		P	P	P	P, P39MXO		
Gift shop					P39MXO		P	P		P, P39MXO	P22	
Grocery, convenience					P39MXO	P23		P23	P23	P23	P23	P37TO
Grocery, specialty					P39MXO	P	P	P		P		
Grocery, supermarket					P39MXO			P	P	P		
Home building supplies					P39MXO			P		P, P39MXO		
Household appliances					P39MXO					P, P39MXO	P22	P
Jewelry store					P39MXO		P	P			P22	
Kiosk/vending machine					P39MXO	AC44	AC44	AC44	AC44	AC44	AC44	AC44
<u>Marijuana Retailer</u>							<u>ADC</u>				<u>ADC</u>	<u>ADC</u>
News/magazine stand												
Office furnishings and equipment store							P, P37TO	P		P, P39MXO	P37TO	P37TO
Office supplies					P39MXO			P		P, P39MXO		
Pawnshop					P39MXO		P	P		P, P39MXO		
Pharmacy					P39MXO		P, P37TO	P		P, P39MXO		
Photographic equipment/camera shop					P39MXO		P, P37TO	P		P, P39MXO		
Plant nursery					P39MXO			P		P, P39MXO	P22	
Sporting goods store					P39MXO		P	P		P, P39MXO		
Stationery store					P39MXO			P		P, P39MXO		
Thrift store					P39MXO		P	P		P, P39MXO		
Tobacco shop					P39MXO			P		P, P39MXO		
Other uses determined to be consistent with the definition of "retail trade establishments" as defined in this code							P51HO					

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

17.30.050 Zoning use conditions

(55) No marijuana retailer shall have frontage along or access to 271st Street NW within the MB I zone.

(56) No marijuana retailer shall have frontage along or access to 88th Avenue NW south of the southern right-of-way line of Cedar Street within the MBI and LI zones.

(57) No marijuana retailer shall have frontage along or access to Pioneer Highway within the GI zones.

Section 4. SMC 17.80.120(11) is hereby amended to read as follows (all other provisions of SMC Section 17.80.120 entitled “Conditional Use Permit” remain in effect and unchanged):

17.80.120

CONDITIONAL USE PERMIT.

(11) Additional conditions for ~~medical marijuana retailer collective gardens~~ are set forth in SMC 17.100.045. (Ord. 1344 § 5, 2013; Ord. 1294 § 29, 2011; Ord. 1264 § 4, 2010; Ord. 1253 § 19, 2009).

Section 5. SMC 17.100.045 entitled “Conditions for permitting medical marijuana collective gardens” is hereby amended to read as follows:

Chapter 17.100

NONRESIDENTIAL PERFORMANCE STANDARDS

Sections:

17.100.010 Scope.

17.100.020 Categories of use.

17.100.030 Performance standards.

17.100.040 Supplemental standards for drive-through facilities.

17.100.045 Conditions for permitting ~~medical marijuana retailer collective gardens~~

17.100.050 Conditions for permitting ball parks, athletic fields, parks, playgrounds, community centers, houses of worship and meeting halls in residential zones.

17.100.055 Supplemental standards for live entertainment uses.

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

17.100.070 Conditions for permitting schools in single-family residential zones.

17.100.075 Supplemental standards for detached accessory storage.

17.100.080 Temporary uses and structures.

17.100.045 Conditions for permitting ~~medical marijuana retailer collective gardens.~~
An administrative conditional use permit shall be required in order to operate as a marijuana retailer in the City of Stanwood. In order to issue an administrative conditional use permit for a marijuana retailer ~~The eCommunity dDevelopment director shall make all of the findings in subsection (1) of this section in addition to all of the findings in SMC 17.80.120(6), prior to issuing an administrative conditional use permit for medical marijuana collective gardens and shall require the~~ In addition, all standards listed in subsection (2) of this section must also be met prior to issuance of an administrative conditional use permit for these uses a marijuana retailer.

(1) Findings.

(a) The proposed use will be effectively contained and screened by means of fencing and/or landscaping or a combination of fencing and landscaping, if required.

(b) The proposed development or use complies with SMC 17.112.030 and 17.112.040.

(c) The proposed use complies with all required additional standards contained within this Title.

(d) Proof that a license to operate as a marijuana retailer has been issued by the State Liquor and Cannabis Board.

(2) ~~Additional Standards. Medical marijuana collective garden facilities shall:~~

~~(a) Be fully within a permanent structure compliant with the city building code and constructed under a building permit from the city regardless of the size or configuration of the structure.~~

~~(b) Have no use, production, processing, delivery or display of marijuana visible to the public.~~

~~(i) Blocked windows by means of paper, wood, or other similar materials shall not be allowed.~~

~~(c) Meet all requirements under E2SSB 5073, including but not limited to limitations on number of members, number of plants, amount of usable cannabis on site, maintenance of each member's valid documentation of qualifying patient status.~~

~~(d) Have an installed and operational security system that is monitored 24 hours a day.~~

~~(e) Restrict hours of operation and/or outdoor activities to increase compatibility with surrounding land uses.~~

~~(f) The following separation standards shall be measured in a straight line from property boundary to property boundary.~~

~~(i) No medical marijuana collective garden shall be located closer than 1,000 feet from any school, day care, community centers, or other youth oriented facility nor shall such collective gardens be located closer than 1,000 feet from one another.~~

(3) ~~Time Limit and Renewal. If all requirements for approval are satisfied, the conditional use permit may be issued for a period of one year only with the opportunity for annual renewal. If continued operation is desired, renewal of the administrative conditional use permit shall be required on an annual basis. The permit shall be conditioned such that~~

~~the location of a new use triggering the separation standards in subsection (2)(f) of this section shall not be grounds for denial of any renewal. (Ord. 1344 § 4, 2013).~~

(2) Retailers. Marijuana retailers may operate in the City pursuant to the following conditions and restrictions:

- (a) Marijuana retailers must comply with all requirements of state law, Washington State Liquor and Cannabis Board and the city;
- (b) Marijuana retailers may not locate within one thousand feet of any parcel containing an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older;
- (c) Marijuana retailers may not locate within two thousand five hundred feet of any other legally established marijuana retailer whether said marijuana retailer is within the City limits or not;
- (d) Customer parking for marijuana retailers must be on the public street side of the structure in which the marijuana retailer is located and may not be off of or adjacent to an alley. However, staff parking and business deliveries may occur on the alley side of the structure;
- (e) Vehicular access to the parking lot for a marijuana retailer shall be from the public street frontage and may not be from an alley. Any property located on a street from which vehicular access to the site from the street is prohibited shall not be allowed for use as a marijuana retailer;
- (f) Marijuana retailers shall be fully contained within a permanent structure compliant with the city building code and constructed under a building permit from the city regardless of the size or configuration of the structure;
- (g) Marijuana retailers shall have an installed and operational security system that is monitored 24 hours a day;
- (h) Marijuana retailers shall restrict hours of operation to increase compatibility with surrounding land uses from 9:00 am to 9:00 pm daily;
- (i) Marijuana retailers shall not be allowed on any parcel that is contiguous to a parcel containing residential use, unless the Community Development Director, finds all of the following:
 - (i) There is a physical separation between the two uses, such as another commercial building, or a substantial change in topography;
 - (ii) The marijuana retail use is located in a shopping center as one of multiple tenants with adequate parking for all uses and access as stated above in (2)(d) and (e);
 - (iii) The building in which the marijuana retail use is located faces the commercial street and the residential use faces a residential street in the opposite direction, without a shared alley between the two;
 - (iv) The residential use is located at least fifty feet from the common lot line between the two uses;

(j) In reviewing a proposed marijuana retailer use under this section, as a condition of issuance of an administrative conditional use permit, the Community Development Director shall have the authority to require improvements including, but not limited to, fencing and/or landscaping to screen the retail use from the residential use;

(k) The front facade of marijuana retail stores shall consist of storefront window(s), doors, and durable, quality building materials consistent with the design standards of the zone in which the property is located. Transparency requirements for windows shall apply unless in conflict with Washington State Liquor and Cannabis Board regulations. If located in a zone without design standards, at least three of the following shall be provided:

(i) Special treatment of windows and doors, other than standard metal molding/framing details, around all ground floor windows and doors, decorative glazing, or door designs.

(ii) Decorative light fixtures with a diffuse visible light source or unusual fixture.

(iii) Decorative building materials, such as decorative masonry, shingle, brick, or stone.

(iv) Individualized patterns or continuous wood details, decorative moldings, brackets, trim or lattice work, ceramic tile, stone, glass block, or similar materials.

(v) Use of a landscaping treatment as part of the building's design, such as planters or wall trellises.

(vi) Decorative or special railings, grill work, or landscape guards.

(vii) Landscaped trellises, canopies, or weather protection.

(viii) Sculptural or hand-crafted signs.

(ix) Special building elements, such as pilasters, entablatures, wainscots, canopies, or marquees that exhibit nonstandard designs.

(x) Other similar features or treatment that satisfies the intent of the guidelines as approved by the city.

(3) Additional Restrictions/Limitations. In addition to the requirements and limitations set forth in subsections (1) and (2) above, marijuana retailers shall be subject to the following:

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

(b) Measurements. Distances provided under this section shall be measured as the shortest distance between the perimeters of the parcels at issue.

(c) Compliance. Marijuana retailers are required to acquire all necessary business licenses and are required to comply with municipal tax regulations and all other applicable city ordinances and regulations.

(d) Establishment. For purposes of the two-thousand-five-hundred-foot setback between marijuana retailers, marijuana retailers shall be considered to be legally established in the order in which they are issued a City of Stanwood business license. The city will not accept a business license application for a recreational

marijuana business prior to the applicant providing the city a copy of a letter from the Washington State Liquor and Cannabis Board indicating that the applicant has been approved for a state-issued recreational marijuana license. The city will process business license applications for recreational marijuana businesses in the order in which they are accepted.

(e) Inspection. An inspection of the proposed marijuana related use by the City shall be required prior to opening such a use. Such inspection shall occur after the premises are ready for operation, but prior to the stocking of the business with any marijuana product, and prior to the opening of the business. The inspection is to verify that the business facilities are constructed and can be operated in accordance with the application submitted and the applicable requirements of the code and any other applicable law, rule or regulation.

(f) Enforcement. Any violation of this section is subject to enforcement under the provisions of Chapter 13.01 SMC or through action of the city attorney seeking injunctive or other civil relief in any court of competent jurisdiction. The violator will be responsible for costs, including reasonable attorney fees.

(4) Any and all permits for the use or construction of facilities to produce, process or sell marijuana in the City of Stanwood shall bear the following warning:

“The sale and use of marijuana are a criminal activity under federal law and may subject any person engaging in such conduct to prosecution under federal law. The issuance of this permit by the City of Stanwood carries out a Washington State regulatory scheme, but does not affect the application of federal law to the permittee.”

Section 6. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 7. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

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

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

ATTACHMENT B

1,000 ft Buffer
Schools, Childcare/Preschools and Parks

1,000 Foot Buffer

Schools

Childcare/Preschool

Parks

City Limits

UGA

ZONING OVERLAYS

MPO, Master Plan Overlay

HO, Historical Overlay

TO, Transit Overlay

ZONING

GC, General Commercial

LI, Light Industrial

MB1, Mainstreet Business I

MB2, Mainstreet Business II

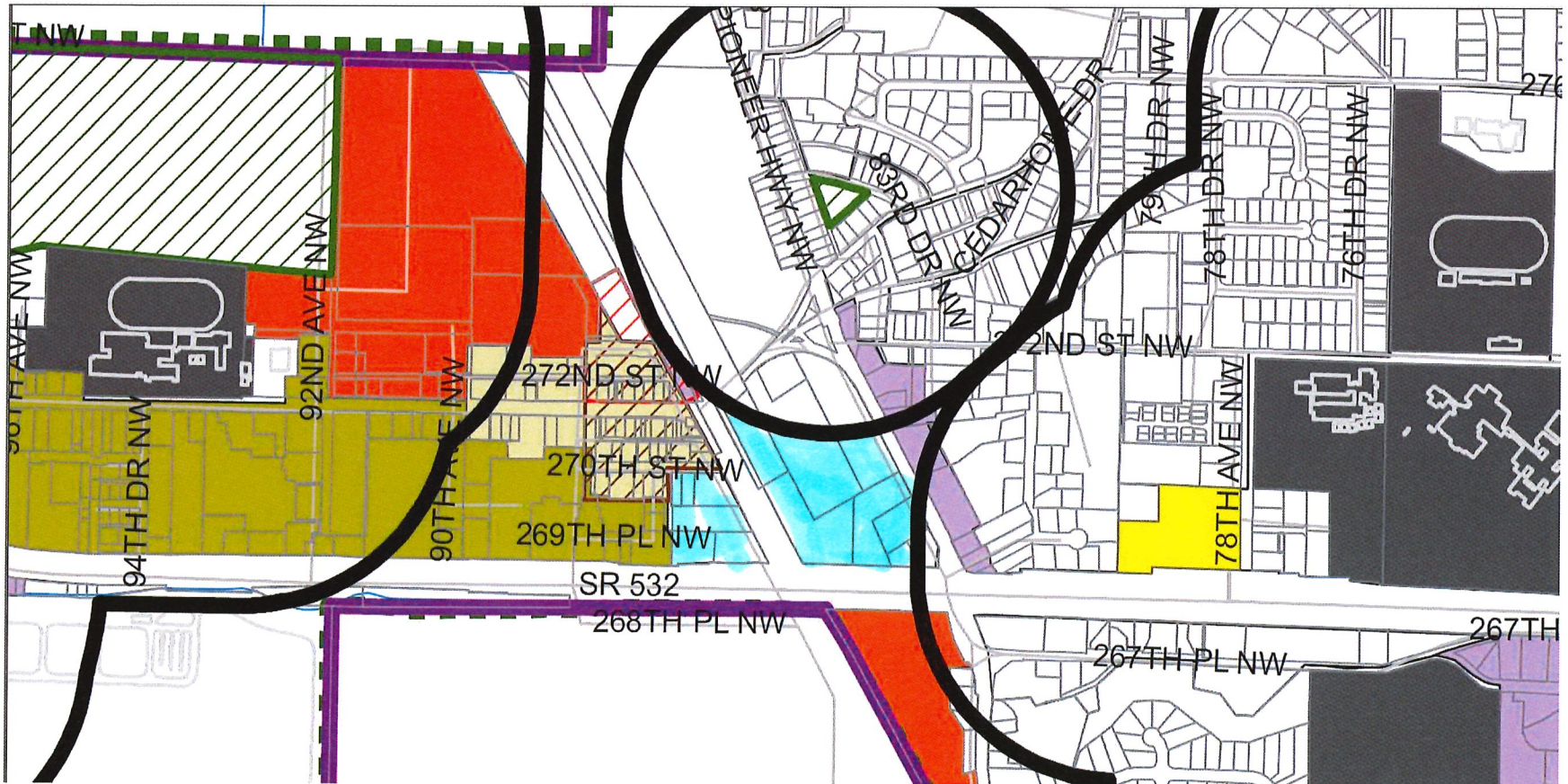
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Sources: City of Stanwood, Snohomish County, Washington Department of Natural Resources, US Fish & Wildlife Service, US Geological Survey and the US Environmental Protection Agency.

0 0.25 0.5 Miles

Date: May 5, 2016 Author: D.Tokizawa

ATTACHMENT B 2



ATTACHMENT B 3



Erica Schorn

From: Jack Wolhart <jackwolhart@hotmail.com>
Sent: Thursday, April 26, 2018 5:48 PM
To: Erica Schorn
Subject: Ordinance 1456

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

Dear Councilmembers,

Please make me a party of record stating my opposition to Marijuana Retail within the City limits of Stanwood (Ordinance 1456).

Why would we want a retail marijuana shop inside the Stanwood City Limits. It makes no sense. Marijuana is a drug, illegal or not. There is no place in our small community for this shop. Please do not allow it to happen.

Please distribute my comments to the City Council and the City Mayor.

Thank you for your consideration on this very important matter.

Sincerely,
Jack Wolhart
27813 78th Ave NW
Stanwood, WA 98292

Sent from my iPad

After reading the enclosed pamphlet, I have the following questions:

1. Is it against our Constitution for a State government to have full knowledge about the health hazards of a substance and put out information to the general public about such health hazards, and then turn around and promote the same substance as not only a so-called medicine, but a recreational thing to do also?

Government works to prevent accidents and the spread of disease. Health, happiness and our prosperity is designed for everyone. Does Washington State government think that the brain has anything to do with health and welfare?

The pamphlet states, "THC affects the memory, higher cognitive functions (such as judgment and pleasure). Do they think chromosome damage or cognitive functions (such as judgment and pleasure) have anything to do with sexual preference – either chromosome damage to the fetus, or in an adolescent before the brain has fully matured?

Research shows about 87% of illness are a direct result of our thought life. The mind and the body are fully and wholly connected. Marijuana is a mind-altering drug. Each thought that we have determines the specific chemicals which will be released into the bloodstream. Information molecules cause cellular changes, restructuring the cells made up on the outside and the DNA on the inside. The hypothalamus influences sexual behavior. The hypothalamus influences thirst, appetite, sexual behavior, aggression and sleep. I believe that 'Pot' wreaks havoc on the hypothalamus. In animals, the hypothalamus is sexually bi-potential at birth. As the hypothalamus control mechanisms mature, those mechanisms and the whole limbic systems need to be kept healthy to promote healthy growth and maturation. I believe marijuana deters healthy development in young person's life.

I hope this information is helpful to anyone concerned.

For More Information on Marijuana and Other Illegal Drugs:

Marijuana & Meth educational website provided by HIDTA & Office of Lieutenant Governor

Brad Owen



www.mfiles.org



Washington State Alcohol and Drug Clearinghouse

1-(800) 662-9111

<http://clearinghouse.adhl.org/>



24 Hour Washington State Alcohol/Drug Helpline

1-(800) 562-1240

<http://www.adhl.org/>



Produced by
Northwest HIDTA



Washington State

Office of Lieutenant Governor

Brad Owen



Confronting Problems

MYTH: Marijuana makes all your problems go away.

FACT: "A series of in-depth case studies by a research team at the Center for Psychosocial Studies in New York found that adults who smoked marijuana daily believed it helped them function better, improving self awareness and relationships with others. However, researchers found that users were actually more willing to tolerate problems, suggesting that the drug served as a buffer for those who would rather avoid confronting problems than make changes that might increase their satisfaction with life. The study indicated that these subjects used marijuana to avoid dealing with their difficulties and the avoidance inevitably made their problems worse. Although users believed the drug enhanced understanding of themselves, it actually served as a barrier to self-awareness."



— National Institute on Drug Abuse

"The risks associated with marijuana have been trivialized and our kids are getting the wrong message. It is time to dispel the myths about marijuana. The facts are compelling, but we must arm parents, teachers, community leaders and our children with the truth. Outdated and false perceptions about the drug are putting today's kids at risk."

— John P. Walters, director,
Office of National Drug Control Policy

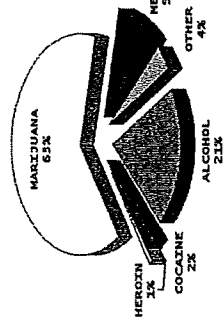
Addiction

MYTH: Marijuana is not addictive.

FACT: I was 12 years old when I started smoking marijuana and within two years I began using harder drugs such as cocaine and ecstasy. Due to my addiction to marijuana, cocaine, and ecstasy I spent 16 months in a lock down rehab center 800 miles away from home. — Traci Lhamon, 17

In 2002, 4162 adolescents within Washington State, entered drug treatment programs to kick their marijuana habit. — DSHS, DASA

"2002 Youth Treatment Admissions"



Treatment and Assessment Report Generation Tool
(TARGET), (DASA).

Incarceration

MYTH: There are thousands of individuals in our jails and prisons for possession of a joint of marijuana.

FACT: Washington State has never put anyone in prison for possession of a joint of marijuana. In fact possession of less than 40 grams of marijuana is a misdemeanor which normally results in a fine & suspended sentence. Individuals with multiple offenses and/or failing to comply with court rulings on previous convictions are serving time in our country's jails & prisons.

— DOC, Sheriffs and Police Chiefs Association

Say it Straight!

Marijuana

Myth vs. Fact

Spring 2007

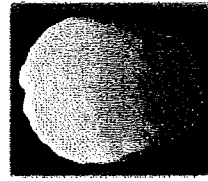
Scientists vs. Legalizers

Marijuana as a medicine is the Trojan horse of the new millennium. The claim that marijuana can be used as medicine is proving to be one of the worst scams drug legalizers have perpetrated on the American people. In reality, smoked marijuana is far too complex, unstable, and harmful of a substance to be approved as a medicine. In every instance claimed by legalizers as a use for smoked marijuana, there exist far better legitimate, scientifically approved medications. Science, not public opinion, must drive the practice of medicine. Scientists are engaged in research to determine whether there are, indeed, potential medical uses for marijuana.

Brain Imaging

MYTH: Marijuana doesn't affect the brain.

FACT: When marijuana is smoked, its active ingredient THC travels throughout the body, including the brain, to produce its many effects. THC attaches to sites called cannabinoid receptors on nerve cells in the brain, affecting the way those cells work. Cannabinoid receptors are abundant in parts of the brain that regulate movement, coordination, learning and memory, higher cognitive functions such as judgment, and pleasure.



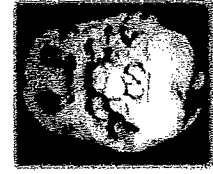
Brain with normal blood flow



12 years of marijuana



Normal brain



Marijuana affected brain

Where's the Benefit?

There is NO proof that smoking marijuana has any health benefits. Yet there is plenty of evidence that it is harmful to both your body and brain, and contributes to risky behaviors and adverse physical and social consequences. NOT to mention smoking any substance, whether tobacco or marijuana, increases your risk of developing cancer, pneumonia and other illnesses. Smoked marijuana is unsafe for use, even under medical supervision.

— Andrea G. Barthwell, M.D.,
Office of National Drug Control Policy



Get the Facts

Marijuana is the Nation's most commonly used illegal drug. More than 83 million Americans (37 percent) age 12 and older have tried marijuana at least once, according to the 2001 National Household Survey on Drug Abuse.



"The War on Drugs has Failed."

MYTH: Legalizers claim that the war on drugs has failed, and that legalization or decriminalization is the only solution to the drug and incarceration problem.

FACT: There has never been a war on drugs! There has been concentrated effort by the government and many people against harmful, illegal drug use. Parents, teachers, clergy, law enforcement, health officials, media, and youth are working together to solve the drug crisis. While there is still much to be done, significant progress has been made. Since 1979, the number of users of illegal drugs has declined from 24 million to 14 million. Daily use of marijuana by high school seniors has decreased from 10.7% to 2.4%.

— www.monosheiff.org/sub-drugs/drugmyth.htm

Talk with your Kids about Drugs

"Marijuana is NOT a rite of passage but a dangerous behavior that could have serious health consequences. Parents must realize that what they tell their children about drug use makes a difference."

— Richard Carmona, M.D.,
U.S. Surgeon General

State Patrol Combats Illegal Drugs

"Marijuana use is associated with many detrimental health effects that not only impact the individual using it but our healthcare systems and public services. These include frequent respiratory infection, impaired memory and learning, increased heart rate, anxiety and panic attacks. Marijuana is also associated with criminal behavior. As a result, 40.8% of males being booked into Washington State jails for all types of crimes committed, tested positive for marijuana. The statewide Eradication Program was able to remove 6133 marijuana plants through November of 2003, a 72% increase over the same time in 2002."



— Lieutenant Richard Wiley,
Washington State Patrol Narcotics Section

Is Marijuana Safe?

MYTH: "Marijuana must be good for you; it's medicine."

FACT: "Marijuana is NOT a medicine. Marijuana smoke and cigarette smoke contain

many of the same toxins, including one which has been identified as a key factor in the promotion of lung cancer. This toxin is found in the tar phase of both, and it should be noted that one joint has four times more tar than a cigarette, which means that the lungs are exposed fourfold to this toxin and others in the tar. It has been conclusively established that smoking cigarettes promotes lung cancer (which causes more than 125,000 deaths in the US every year), chronic obstructive pulmonary disease (chronic bronchitis and emphysema) and increased incidence of respiratory tract infections. This implies, but does not establish, that smoking marijuana may lead to some of the same results as smoking cigarettes. In addition, marijuana use has many indirect effects on health. Its effect on coordination, perception, and judgment means that it causes a number of accidents, vehicular and/or otherwise.

— www.medicampain.org



March 14, 2017

To All Concerned about Health and Welfare

The purpose of this letter is to send the enclosed pamphlet from Washington State Lieutenant Governor, Brad Owen in the spring of 2004. Also enclosed are other references.

The pamphlet is very clear regarding the known facts about marijuana. I believe the pamphlet was produced by our State Government for our welfare to help prevent the spread of disease. We all know addiction to be a disease.

Why would our State Government want to promote what it warned us about in 2004? Besides our health and welfare, our Constitution also does insure domestic tranquility. I understand that when a disagreement arises between states, the states let the national government settle their disagreement justly. If rebellion should occur, the government has the power to step in and enforce the laws of the country, and protect the lives and property of the people. According to our Local News (Channel 13), some people are not aware of that.

I can tell you stories of what 'Pot' has caused in domestic situations that would make you cry. It's a direct slap in the face to equate 'Pot' with domestic tranquility or any human being's welfare.

I read a book on physiology, and read about DNA, cerebral cortex, limbic system, schizophrenia, excess of dopamine, drug action receptor blockers, neurochemical and behavioral deficiencies in the synopsis, hormonal communication, the endocrine glands, nervous system, the hypothalamus, growth hormones. When I read on about sex determination, sexual development, the action of sex hormones on sexual maturation during puberty, I discovered that chromosomes x & y are 'bi-potential'. Suddenly, I thought about an old article I have that speaks about the chromosome damaged directly attributed to marijuana use. In that article, scientists explained that, if you are putting THC in your system, you are playing genetic roulette with an unborn child, and about losing the ability to judge the loss of your own malfunction.

We know 'Pot' affects one's God-given ability to think straight. That's beyond debate. There's no question about the dangers that marijuana causes to people's lives physically, mentally and socially. We know that thoughts cause illnesses and should be controlled, which is impossible to do on a mind-altering substance.

Over 30 years ago, I read an article about the benefits of nicotine (there are many), but there is no way to get it into the body without hurting it. I was curious to see if the benefits of nicotine could out-way 'Pot'. It is a fact that 'Pot' causes attention disorders, while nicotine helps with ADHD. Maybe the promoters of 'Pot' could recommend a cigarette after they are done smoking a joint.

March 7, 2017, the local Channel 13 actually said (with a cheerful voice), "We should give 'Pot' to our pets", although they did admit that no actual study to determine if it would be safe, or not, has been done. I was addicted to cigarettes, and I had to quite. I would not tell people it is a good idea to smoke cigarettes.

I saw Bob Ferguson on March 6, 2017 (on Channel 13), speaking about the travel ban issue on which he has so many people's attention. I also heard him say, "It's just the Constitution – plain and simple". I wonder if he thinks the Constitutional is plain and simple when it comes to substance abuse.

From: Looking For Love in All The Wrong Places
By: Joe White 1981

Walking hand-in-hand with the exponentially rapid increase in alcohol abuse and immorality (illegitimate births are up 650 percent in the last twenty-five years according to *U.S. News and World Report*, May 21, 1979) is the closely related drug boom now a 50 billion dollar underground industry.

This summer a teenager was in to see me about some problems she was having relating to pot smoking. I asked her what she knew about marijuana. She replied, "Not much." She said she'd like to quit smoking tobacco because it was not good for her but she wasn't sure about pot. After thinking about it for a few minutes she said, "Cigarettes are worse than pot."

Some more recent studies have proven that two joints of today's average street grade marijuana are as damaging to the lungs as a whole pack of cigarettes.

How long will we stay in the dark on such a critical issue? Now, for the first time, the reports on marijuana are coming in consistently clear. (A few second level researchers disagree in part) the vast majority (well over 90 percent) of medical research teams agree that THC in pot is very dangerous and indeed hazardous to the user psychologically, socially, physically, and spiritually.

A concerned medical doctor made the following findings (well worth your study) to *Reader's Digest*.

ENEMY OF YOUTH

by Walter X. Lehmann, M.D.

Conclusions from Years of Study with over 3,000 Youth

1. Almost all drug addicts start with marijuana.

2. Continuous usage results in:

- a. Psychological and physical dependence
- b. Gradual deterioration in all areas of user's life
- c. Witless apathy
- d. A self loss into marijuana-induced lethargy

3. Many users will be victims of cannabis psychosis which is a very serious mental illness. Many of these will never recover.⁹

One of my favorite college football coaches at S.M.U. was a wonderful man named Dave Smith. He became deeply concerned about the effects pot was having on athletes across the country. He sent each of his players a copy of a study by a U.S. Senate subcommittee reprinted in the *NCAA News*.

THE BEGUILING LURE TO SELF DESTRUCTION

Results of Studies of 20 Prominent Scientists and Psychiatrists from Seven Countries

1. Dr. Hardin B. Jones, University of California at Berkeley, California, discovered after working with 16,000 drug users the following facts:

1. We are in the most destructive epidemic of marijuana abuse the world has ever known.
2. The chromosome damage found in even moderate users is about the same degree as persons surviving an atomic bombing.
3. There is a persistent poisoning of the deep centers of the brain necessary for the awareness of pleasure . . . even the part which allows full awareness of being alive.

II. Professor Nils Bejrot, Karolinska, Stockholm, Sweden, found that a serious complication of cannabis abuse is chronic psychosis or insanity.

III. Professor M. I. Sovief, Chairman of the Department of Psychology and Philosophy, Cairo, Egypt, pointed out that 78.5 percent of the thousands of users he studied expressed a desire, but inability, to get rid of the habit.

IV. Dr. Harvey Powellson, a research psychiatrist at the University of California at Berkeley, interviewed 200 students a year for seven years. He made the following conclusions:

1. Its early use is beguiling. In *all* cases the user lost the ability to judge the loss in his own mental functioning.
2. Pathological forms of thinking begin to take over after one to three years of continuous use.
3. Chronic heavy use leads to paranoid thinking and deterioration in body and mental functioning which is difficult and perhaps *impossible* to reverse.¹⁰

The *Saturday Evening Post* featured an article of highly respectable origin in September, 1980. It featured the combined studies of hundreds of the world's most intelligent scientists, neurologists, psychologists, and physicians. Tests had been performed with thousands of teenagers and laboratory animals. Here are but a few of the staggering discoveries.

Putting a Match to the Marijuana Myth

As early as 1973, Dr. Gabriel Nahas found that THC lowered the rate of cell division by diminishing the cell's ability to make DNA, RNA, and essential proteins. DNA is the all-important genetic material of the cell. RNA controls gene "expression." These findings have since been reallocated by scientists in 12 important research centers in the U.S. and abroad.

Said Dr. Nahas: "These findings indicate that the pot smoker may not only be damaging his own mind and body, but may be playing genetic roulette with his or her unborn children."

There are other ways in which pot smokers may be damaging their unborn children. As noted, cannabinoids collect in the fatty gonads and in the brain. In the brain, THC seems to affect the hypothalamus which, in turn, affects the pituitary, a pea-like structure at the base of the brain which is a control center for sex and reproductive hormones.

It is not surprising that this double-barreled influence on the reproductive system should result in some dysfunction and abnormalities.

Dr. Cohen sums up: "There is real reason for concern that marijuana alone, or marijuana smoked with tobacco, will bring forth a new wave of lung cancer in another ten to twenty years."¹¹

Heroin, cocaine, and hallucinogenic drugs tell an

even sadder story in terms of wrecked bodies and minds. Most will *never* completely recover.

It is always interesting to me to hear the arguments put up against these findings. Allow me to carefully advise you: after living the teenage years myself not long ago and after studying and living with and loving thousands of teenagers since, I can assure you there is an argument that sounds reasonable (on the surface) against *everything* that is *good* for you. But it is *your* body and mind and soul that is being systematically destroyed while those inclined to argue and debate do so. *It is your body*. You (not the pusher or guy who's getting rich selling drug magazines and drug paraphernalia) have to live and die for yourself.

This is the only mind, soul and body you'll ever have on this earth. You've only been given two lungs. You can have pink, healthy lungs, or you can have black, cancerous lungs. You can have a good chance of producing normal children or you can reproduce children with inborn problems. In the final analysis it's all up to you.

If you are one who cares about your soul and eternal life, the Bible sheds a different light on it. God cares about your happiness! He cares about your body and wants it to treat you good. He goes so far as to give His Holy Spirit to live in the hearts of those who receive Christ as their Saviour. He commands us to take care of ourselves!

Do you not know that your body is a temple of God and that the spirit of God lives in you (if you are a committed Christian). If any man destroys the temple of God, God will destroy him for the temple of God is holy and that is

WINTER 2016

HealthQuest

A publication of Skagit Regional Health

Winter Wellness

Tips to good health **12**

New providers join medical staff

From boxer to surgeon **6**

Expanded OB care in Stanwood **14**

Sedro-Woolley practice joins Skagit Regional Clinics **15**



What is Endocrinology?

Dr. George Ang explains **4**

 SKAGIT VALLEY HOSPITAL Foundation Festival of Trees raises funds for Kidney Center **26**

MARIJUANA: The State of the Science

By Shawna Laursen, MD, Skagit Valley Hospital Emergency Department

Marijuana appears to be here to stay. It is now legal in 23 states and the District of Colombia. In Washington, we have both legal medical and recreational marijuana.

The marijuana plant contains more than 100 cannabinoids, the active chemical components. Of these, the most discussed are THC (delta-9-tetrahydrocannabinol) and CBD (cannabidiol). THC is responsible for the euphoria or "high" feeling when using marijuana. CBD seems to have significant potential in true medical use as initial studies suggest that CBD can be helpful in epilepsy, Parkinson's disease, multiple sclerosis, cancer treatment and neurogenic pain. Quality medical studies remain limited as marijuana remains illegal at the federal level.

For recreational use, plants have been cultivated for higher and higher THC content and the marijuana available now is very different from that used socially in the 1970s. These higher potency

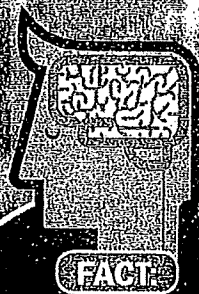
THC products have more potential for psychiatric side effects such as memory loss, apathy, decreased motivation and engagement, anxiety, depression and psychosis. While the jury is still out on side effects due to limited quality studies, there is clear consensus that exposing developing brains to THC is not healthy.

As marijuana use in the general population increases, we are seeing more chronic use side effects in the Emergency Department. Cannabinoid Hyperemesis Syndrome is a problem in younger patients who have been heavy cannabis users for years. It is characterized by horrible, unrelenting, violent vomiting. The majority of nausea medications we have are ineffective in treating the nausea and the only option for improvement is getting all of the cannabinoid out of the system. As cannabinoids are fat soluble, heavy users may require months of abstinence to see any relief.

IF YOU CHOOSE TO USE MARIJUANA THERE ARE SOME COMMON SENSE TIPS FOR SAFER USE

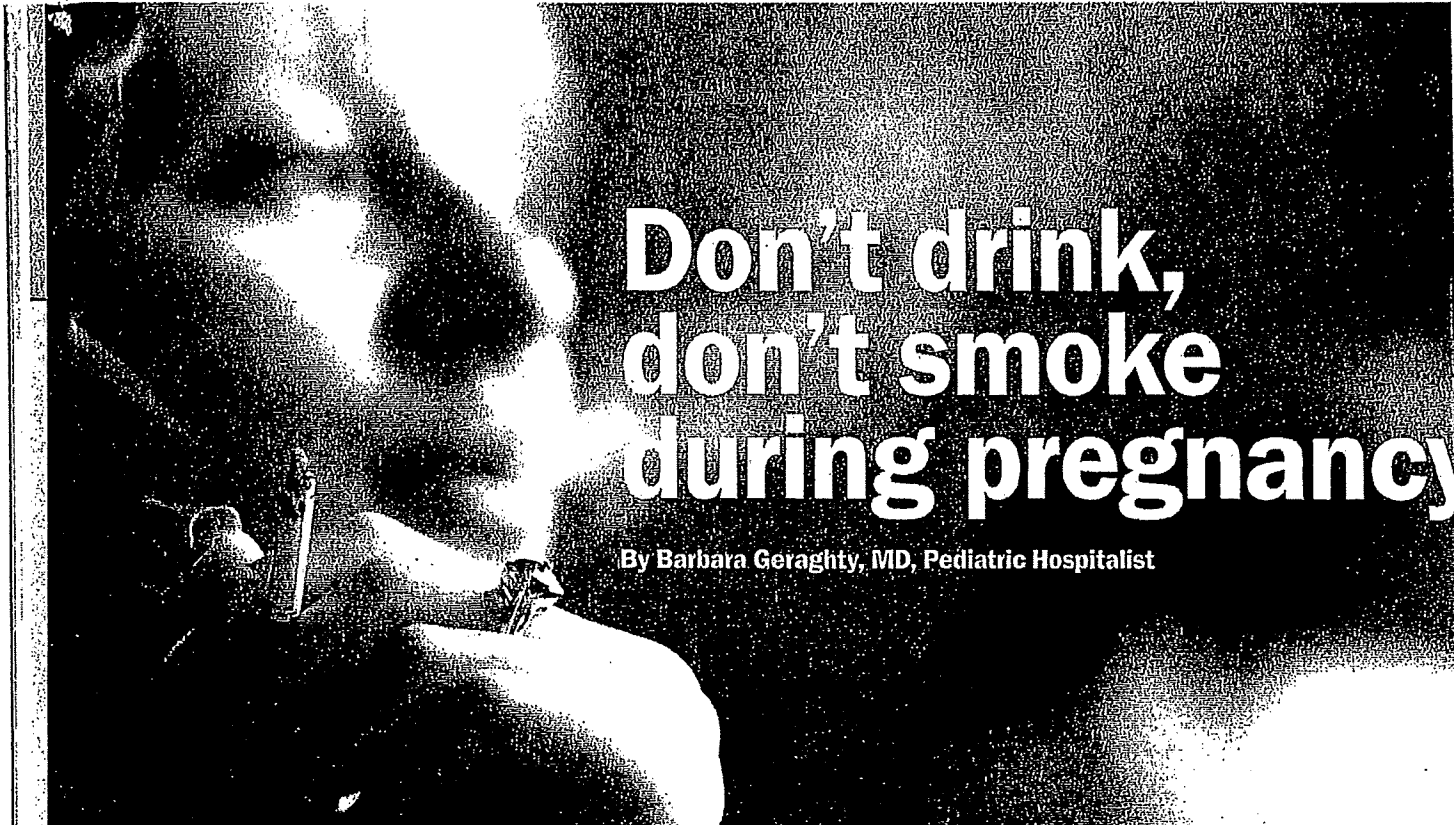
1. Don't drive. Prescription or not, your reflexes are impaired and you put yourself and others at risk.
2. Make sure your marijuana does not fall into unsuspecting hands. Keep it safely stored as you would other medications.
3. With all the new edible forms available including honey, drinks, chocolates, and bakery goods, make sure these are kept away from children, pets and unsuspecting adults.
4. Don't use marijuana in any form while pregnant.

5 marijuana is a mind-altering substance. like an engine without a governor.



The brain does not fully complete development until about the age of 25. The pre-frontal cortex is the last area of the brain to finish developing. This area helps to control impulses, anticipate consequences, plan, and think in the abstract.





Don't drink, don't smoke during pregnancy

By Barbara Geraghty, MD, Pediatric Hospitalist

Don't drink

The dangers of drinking alcohol while pregnant are well-established scientifically and well-known publicly. Widespread multimedia educational campaigns starting in the 1980s increased public knowledge about Fetal Alcohol Syndrome and its characteristic lifelong physical and mental disabilities. Federal legislation has required warning labels on alcoholic beverage containers since 1988.

Don't smoke

With the recent legalization of marijuana in Washington State, marijuana use might seem like an acceptable option to decrease the symptoms of pregnancy, such as nausea, vomiting, pain and even anxiety or depression. While warning labels are not yet required on marijuana products, both the American Academy of Pediatrics and the American Congress of Obstetricians and Gynecologists discourage the use of marijuana in pregnancy.

Exposure to marijuana during pregnancy has been linked to a decrease in fetal growth and lower IQ with associated attention, memory and learning problems. The chemical in marijuana, tetrahydrocannabinol (THC), is stored in body fat. A developing baby's brain and body are made of a lot of fat and can store THC for a long time. Prolonged childhood exposure to THC is linked to behavior problems (impulsive, aggressive and antisocial) and mental illness (anxiety, depression and schizophrenia).

The use of marijuana during breastfeeding must also be avoided. THC concentrates in breastmilk and passes to the baby through breastfeeding. Since THC is stored in body fat, "pumping and dumping" to clear the breastmilk after marijuana use is not effective.

Marijuana can make children very sick with trouble staying awake and difficulty breathing, which can result in coma. Accidental poisonings must be prevented by storing all

marijuana in locked areas and by avoiding marijuana use around children. Marijuana smoke has many of the same cancer-causing chemicals found in cigarette smoke.

The bottom line is that, like alcohol, there is NO known safe amount of marijuana use during pregnancy and breastfeeding.

What do you do?

Better options are available to cope with pregnancy symptoms than marijuana use. Safer medications can be recommended by your doctor to decrease symptoms. Online educational resources include www.learnaboutmarijuana.org and www.colorado.gov/marijuana, where there is a special report on marijuana use during pregnancy and breastfeeding. Help quitting marijuana use can be found by calling the Washington State Recovery Helpline at 1-866-789-1511.

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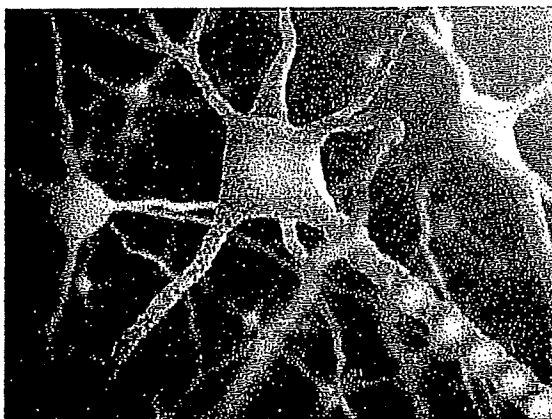
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28 Proven Health Benefits of Nicotine (and 4 potential risks)

When it comes to improving brain function, nicotine is king. There's quite a few benefits from nicotine that you might not be aware of.



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The Nicotine That I Use		
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Pros		
Cons		
The Good		
1-4) Nicotine Increases Wakefulness, Motivation, Alertness and Creativity	<i>pot = sleep state</i>	
5-7) Nicotine Improves Attention, Memory and Fine Motor Skills	<i>pot forgets things</i>	
8) Nicotine Can Help with ADHD	<i>pot causes it</i>	
9) Nicotine Acts as a Neuroprotective	<i>pot harms/impairs</i>	
10-11) Nicotine is a <u>Preventative</u> and Treatment for Alzheimer's and Parkinson's		
12) Nicotine is an Anti-inflammatory		
13) Nicotine May Reduce Pain		
14) Nicotine Helps the Gut		
15-16) Nicotine Helps in Weight and Insulin Control		
17) Nicotine Helps Repair Tissue		
18) Nicotine Can Help with Schizophrenia	<i>pot helps cause it.</i>	
19) Nicotine Can help with Tourette's Syndrome		
20-28) Other Interesting Information About Nicotine		
Some Important Mechanisms For How Nicotine Works in The Brain		
The Bad		
1) It's Addictive, and Quitting is Difficult		
2) Nicotine Can Increase Tumor Growth		
3) Adolescents Should Steer Clear of Nicotine		

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Introduction

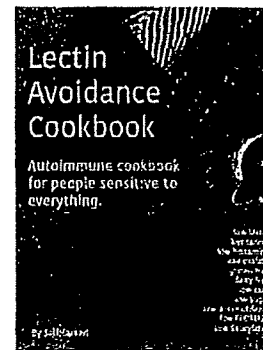
Nicotine, considered a potent nootropic is a naturally occurring liquid alkaloid found in many plants of the nightshade family.

Tomatoes, potatoes, eggplant and tobacco all contain nicotine, although for humans, tobacco is the only plant containing significant enough quantities to have an effect (R).

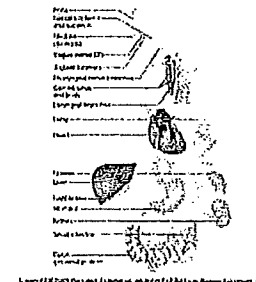
Nicotine has recently been under the scope of research examining its beneficial role in ADHD, anxiety disorders, depression, Alzheimer's, Parkinson's, dementia, and even cognitive performance in the general population.

****This post is not suggesting to take up smoking as a means for nicotine consumption.**

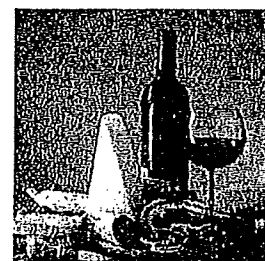
The Nicotine That I Use



32 Ways to Stimulate Your Vagus Nerve (and All You Need to Know about It)



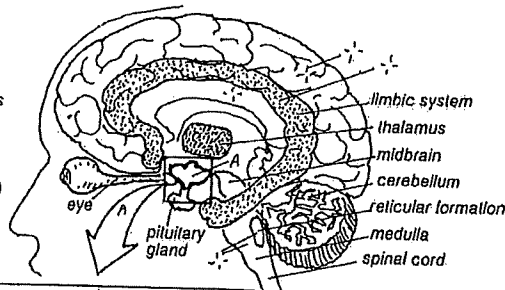
How to Treat Histamine Intolerance and High Histamine Levels



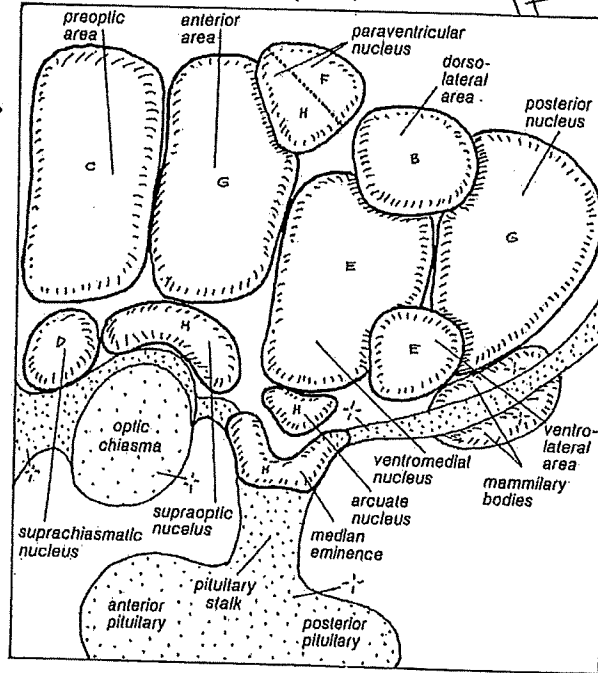
The Surprising Truth About IGF-1 and How to

HYPOTHALAMUS

The hypothalamus (H) is the major brain center for regulation of internal body functions. Situated above the pituitary gland, underneath the thalamus (hypo-"thalamus"), H has numerous areas (nuclei), each involved in the regulation of some internal function. H has many connections to and from the forebrain limbic structures in addition to receiving input from the sensory organs, especially smell, taste, and the eyes. H, via its efferent (output) connections to the brainstem, spinal cord, and pituitary gland, controls somatic motor, autonomic motor, and hormonal secretions. H may be divided into lateral, medial, anterior, and posterior zones.



INPUT →
SENSES*
RETICULAR FORMATION*
LYMBIC SYSTEM*
VISCERAL ORGANS*
HORMONES*
GLUCOSE, Na⁺



→ **OUTPUT**
MIDBRAIN (MOTOR)*
LYMBIC SYSTEM*
MEDULLA (P. SYMP.)*
(SYMP)*
SPINAL CORD (SYMP.)*
PITUITARY (HORMONES)*

HYPOTHALAMIC FUNCTIONS

Stimulation of areas in the lateral H activates generalized sympathetic responses. These areas control the light/dark reactions. Stimulation of smaller areas may induce adrenal medullary release of epinephrine, or vasodilation in the skeletal muscles. H influences the parasympathetic system also, via the parasympathetic centers in the brain medulla.

SYMPATHETIC RESPONSES



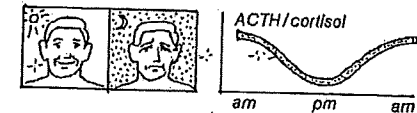
Stimulation or destruction of areas in the anterior H and preoptic areas has profound effects on the regulation of sex hormones (via the anterior pituitary) and sexual responses. A special nucleus, the sexually dimorphic nucleus, exists in this area, which is markedly larger (more active?) in some male mammals.

SEXUAL BEHAVIOR



Some diurnal (daily) rhythms in bodily functions (e.g., for hormonal secretion or visceral activities) are regulated by the suprachiasmatic nuclei. Light and length of day stimulate this nucleus through direct retinal connections. This nucleus and the pineal gland (well known for its mediation of light effects/diurnal functions) also interact.

DIURNAL RHYTHMS



Stimulation of areas in the lateral H increases appetite and induces eating behavior (feeding center). Prolonged stimulation leads to overeating/overweight. Destruction of feeding center causes loss of appetite and wasting. Stimulation of ventromedial H causes cessation of eating (satiety center); lesioning leads to overeating/obesity. The satiety and feeding centers have reciprocal inhibitory interactions. Neurons in satiety centers are sensitive to blood glucose levels (hypothalamic "glucostat").

FEEDING BEHAVIOR



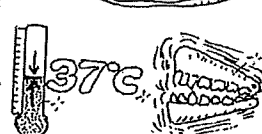
Stimulation of areas in dorsal/lateral H induces drinking behavior. Injection of angiotensin II into these areas has similar effects; lesions interfere with water regulation and electrolyte balance. Neurons in this area are sensitive to blood osmolality and sodium levels (hypothalamic "osmostat").

DRINKING BEHAVIOR



Body temperature is regulated by areas in H (at 37° C). Stimulation of the anterior H activates heat loss mechanisms (cooling center); stimulation of the posterior H activates heat conservation/production (heating center). These areas have reciprocal inhibitory interactions. Some of the neurons in this hypothalamic "thermostat" are sensitive to changes in blood or skin temperature.

BODY TEMPERATURE



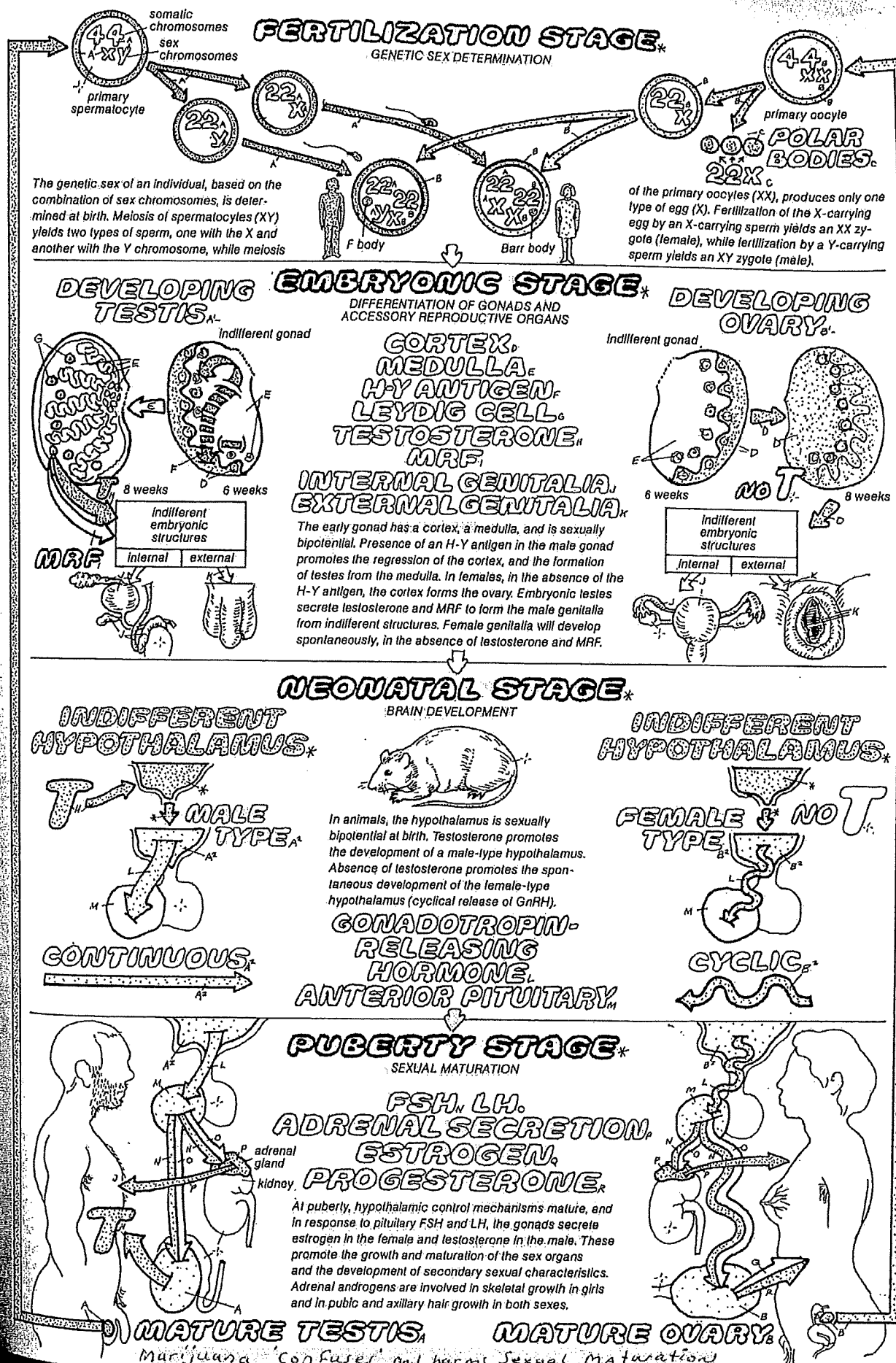
Parts of H (e.g., the median eminence) act like an endocrine gland, secreting hormones. Those secreted via the posterior pituitary gland directly act on target organs (kidney, uterus, breast). Numerous other H hormones regulate activity of the anterior pituitary gland, which in turn regulates the activities of many other glands.

HORMONAL REGULATION



Individuals of opposite sex are exposed to the same tumors of the genitalia and urogenital system (e.g., cryptorchidism, chromosomal abnormalities, or one X chromosome), but the incidence of testicular tumors is not the same. Turner syndrome, but not Klinefelter syndrome, is associated with a high incidence of testicular tumors. The incidence of testicular tumors is also higher in individuals with a history of cryptorchidism, orchitis, or testicular atrophy.

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Paralysis may be temporary if the stretching was not severe enough to actually tear nerve fibers.

TREATMENT The treatment of a brachial plexus injury depends on the extent of nerve damage, which is reflected in the amount of movement possible in the arm and shoulder. Electrical activity in the muscles, shown by *EMG* (electromyography) demonstrates those nerves that are still intact. *Myelography* (X-ray examination of the spinal cord after injection of a contrast medium) is used to assess nerve root damage. Sometimes, the exact situation will not be known until the neuroanatomy is inspected during the course of a repair operation.

Nerve roots that have been torn can be repaired by nerve grafting, a procedure done under a microscope, often with good results. If a nerve root has become separated from the spinal cord, attempts at repair will not restore function.

In the event of permanent paralysis of a particular group of muscles in the arm, function can be improved by doing a muscle or tendon transfer operation to provide an alternative structure to perform a particular movement. Physiotherapy, with exercises continued at home, will help restore function after a successful nerve graft operation and can reduce *contractures* in paralyzed muscles.

DISORDERS

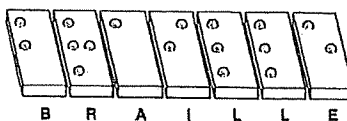
Apart from injuries, the brachial plexus can be affected by the presence of a *cervical rib* (extra rib), infections, tumors, or *aneurysms*.

Bradycardia

An adult heart rate of below 60 beats per minute. Most people have a beat rate of between 60 and 100 beats, the average being 72 to 78. Many athletes and healthy people who exercise regularly and vigorously have bradycardia that is perfectly normal. In others, however, it may indicate an underlying disorder such as *myxedema* (an underactive thyroid gland) or *heart block*. Bradycardia may also be an effect of *beta-blockers*. Profound or sudden bradycardia may cause symptoms such as loss of energy, weakness, and fainting attacks.

Braille

A system of embossed dots that enables blind people to read and write. It was developed by the Frenchman Louis Braille and is now accepted for all written languages, music, mathematics, and science.



Example of Grade I braille

In this system, each letter is represented by its own pattern of dots.

The braille system is based on six raised dots, which can be arranged in different combinations to form 63 symbols. There are two types. In Grade I, each symbol represents an individual letter or punctuation mark. In Grade II, symbols represent common letter combinations or words. This second form is more widely used.

Brain

The major organ of the *nervous system*, located in the *skull*. The brain is the organ of thought, speech, and emotion, but its primary role is as the body's control center.

The brain and spinal cord constitute the *central nervous system* (CNS). The CNS controls basic functions such as rate of heartbeat, breathing, and body temperature. The brain receives, sorts, and interprets sensations from the nerves that extend from the CNS to every other part of the body; it initiates and coordinates the motor output involved in activities such as movement and speech.

The nerve pathways that control internal body functions, such as heart rate, temperature, sweating, and digestion, are called the *autonomic nervous system*.

The nerve pathways that carry sensations to the brain from the sense organs and messages from the brain to the muscles initiating movement are called the *somatic nervous system*.

Three main structures are easily recognized: the *brain stem*, *cerebellum*, and, above the brain stem, the large forebrain, much of which consists of the *cerebrum* (see illustration overleaf). Extending from the brain are 12 pairs of *cranial nerves*; some of these have a sensory function, some a motor function, and some have both.

BRAIN STEM AND CEREBELLUM

These parts of the brain are the oldest in evolutionary terms, and their structure and function differ little between humans and other mammals. The brain stem is concerned mainly with control of vital functions, such as breathing and blood pressure, and the cerebellum with muscular coordination, balance, and posture.

Both brain regions operate below the level of consciousness by *reflex* action, in which any particular stimulus or pattern of stimuli evokes a preprogrammed or automatic response. The brain stem and cerebellum receive sensory information (about temperature, pressure, position, or pain) from sensory receptors scattered throughout the body. The brain stem and cerebellum then transmit the appropriate response—for example, to muscles in the blood vessels to change blood pressure.

FOREBRAIN

The forebrain consists of a central group of structures and nerve nuclei (nerve cell groups) on the top of the brain stem and, enclosing these, the relatively huge cerebrum.

CENTRAL STRUCTURES These act mainly as links between parts of the cerebrum above and brain stem below. They include the two egg-shaped *thalami* which serve as relay stations for sensory information to the cerebrum. Beneath them, the *hypothalamus* is a tiny region involved in the regulation of body temperature, thirst, and appetite; it also influences sexual behavior, aggression, and sleep. The hypothalamus has close connections with the *pituitary gland*, which produces hormones that affect other glands and in this way controls growth, sexual development, metabolism, fluid balance, and many other physiological variables. Encircling the thalami, a further complex of nerve centers, the *limbic system*, is thought to be involved in the handling of emotions, some memory functions, and olfactory (smell) sensations.

CEREBRUM The two hemispheres that make up the cerebrum project upward and outward from the center of the forebrain to form an almost continuous egg-shaped mass. It constitutes nearly 70 percent of the weight of the entire nervous system.

The surfaces of the hemispheres are folded into deep clefts so that only one third of the total surface is visible. Certain of the sulci (fissures) separating gyri (folds) are particularly noticeable and divide the surface into distinct lobes—occipital, parietal, temporal, and frontal—named after the main bones of the skull that overlie them. The two halves of the cerebrum are connected by the corpus callosum.

The cerebral cortex (the outer surface of the cerebrum) consists of gray matter, with nerve cells arranged in six layers. This is the region of conscious thought, movement, and sen-

Garbage IN Garbage out.

In November his erstwhile publisher, who was fired in the wake of her and Simpson's disastrous attempt to publish a book about the killings, sued her ex-employer, alleging that she had been "shunned" and "humiliated." That, her former bosses might well respond, was precisely the point.

"Human beings were small, defenseless and vulnerable to predators," says Barbara J. King, biological anthropologist at the College of William and Mary and author of *Evolving God*. "Avoiding banishment would be important to us."

Why We Turn Bad

WITH SO MANY REDUNDANT MORAL SYSTEMS to keep us in line, why do we so often fall out of ranks? Sometimes we can't help it, as when we're suffering from clinical insanity and behavior slips the grip of reason. Criminal courts are stingy about finding such exculpatory madness, requiring a disability so severe, the defendant didn't even know the crime was wrong. That's a very high bar that prevents all but a few from proving the necessary moral numbness.

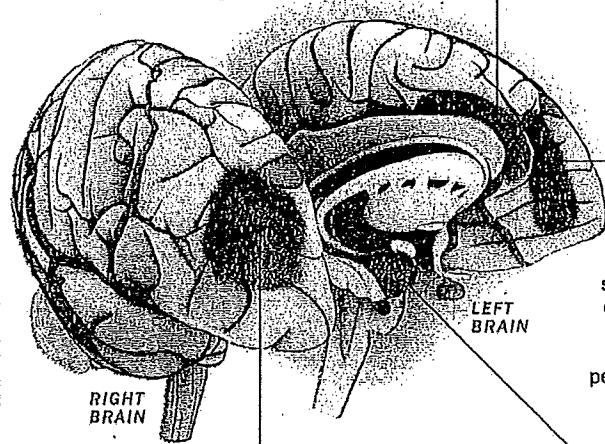
Things are different in the case of the cool and deliberate serial killer, who knows the criminality of his deeds yet continues to commit them. For neuroscientists, the iciness of the acts calls to mind the case of Phineas Gage, the Vermont railway worker who in 1848 was injured when an explosion caused a tamping iron to be driven through his prefrontal cortex. Improbably, he survived, but he exhibited stark behavioral changes—becoming detached and irreverent, though never criminal. Ever since, scientists have looked for the roots of serial murder in the brain's physical state.

A study published last year in the journal *NeuroImage* may have helped provide some answers. Researchers working through the National Institute of Mental Health scanned the brains of 20 healthy volunteers, watching their reactions as they were presented with various legal and illegal scenarios. The brain activity that most closely tracked the hypothetical crimes—rising and falling with the severity of the scenarios—occurred in the amygdala, a deep structure that helps us make the connection between bad acts and punishments. As in the trolley studies, there was also activity in the frontal cortex. The fact that the subjects themselves had no sociopathic tendencies limits the value of the findings. But knowing how the brain functions when things work well is one good way of knowing where to look when things break down.

Fortunately, the overwhelming majority of us never run off the moral rails in remotely as awful a way as serial killers do, but we do come untracked in smaller ways. We face our biggest challenges not

Where Decisions Are Made

Understanding the intricacies of our most complicated organ is a scientific work in progress, but there is some consensus on how the brain tackles moral dilemmas. These are some of the major regions involved in moral decision-making



ANTERIOR CINGULATE CORTEX
Difficult moral dilemmas increase activity here, signaling the dorsolateral prefrontal cortex to provide executive control.

MEDIAL PREFRONTAL CORTEX
This part of the brain, associated with emotion and social thinking, was one of the regions damaged in the famous case of Phineas Gage, whose personality changed from kindly to belligerent.

DORSOLATERAL PREFRONTAL CORTEX
Associated with cold cognition (like remembering a phone number), it becomes more active when people make utilitarian choices.

AMYGDALA
This almond-shaped mass of gray matter is associated with strong emotions like fear.

when we're called on to behave ourselves within our family, community or workplace but when we have to apply the same moral care to people outside our tribe.

The notion of the "other" is a tough one for *Homo sapiens*. Sociobiology has been criticized as one of the most reductive of sciences, ascribing the behavior of all living things—humans included—as nothing more than an effort to get as many genes as possible into the next generation. The idea makes sense, and all creatures can be forgiven for favoring their troop over others. But such bias turns dark fast.

Schulman, the psychologist and author, works with delinquent adolescents at a residential treatment center in Yonkers, New York, and was struck one day by the outrage that swept through the place when the residents learned that three of the boys had mugged an elderly woman. "I wouldn't mug an old lady. That could be my grandmother," one said. Schulman asked whom it would be O.K. to mug. The boy answered, "A Chinese delivery guy." Explains Schulman: "The old lady is someone they could empathize with. The Chinese delivery guy is alien, literally and figuratively, to them."

This kind of brutal line between insiders and outsiders is evident everywhere—mobsters, say, who kill promiscuously yet go on rhapsodically about "family." But it has its most terrible expression in wars, in which the dehumanization of the outsider is essential for wholesale slaughter to occur. Volumes have been written about what

goes on in the collective mind of a place like Nazi Germany or the collapsing Yugoslavia. While killers like Adolf Hitler or Slobodan Milosevic can never be put on the couch, it's possible to understand the xenophobic strings they play in their people.

"Yugoslavia is the great modern example of manipulating tribal sentiments to create mass murder," says Jonathan Haidt, associate professor of psychology at the University of Virginia. "You saw it in Rwanda and Nazi Germany too. In most cases of genocide, you have a moral entrepreneur who exploits tribalism for evil purposes."

That, of course, does not take the stain of responsibility off the people who follow those leaders—a case that war-crimes prosecutors famously argued at the Nuremberg trials and a point courageous people have made throughout history as they sheltered Jews during World War II or refuse to murder their Sunni neighbor even if a militia leader tells them to.

For grossly imperfect creatures like us, morality may be the steepest of all developmental mountains. Our opposable thumbs and big brains gave us the tools to dominate the planet, but wisdom comes more slowly than physical hardware. We surely have a lot of killing and savagery ahead of us before we fully civilize ourselves. The hope—a realistic one, perhaps—is that the struggles still to come are fewer than those left behind. —WITH REPORTING BY TIFFANY SHARPLES AND ALEXANDRA SILVER/NEW YORK ■

SOCIETYWATCH

Black Lives Matter releases manifesto

The Movement for Black Lives, the name for more than 50 organizations representing the ideology of the Black Lives Matter movement, released its first written statement on August 1, detailing six major demands along with procedures for their implementation by the United States government. "A Vision for Black Lives: Policy Demands for Black Power, Freedom and Justice" states:

- We demand an end to the named and unnamed wars on black people—including the criminalization, incarceration and killing of our people.
- We demand reparations for harms inflicted on black people: from colonialism to slavery through food and housing redlining, mass incarceration and surveillance.
- We demand investments in the education, health and safety of black people, instead of investments in the criminalizing, caging and harming of black people.
- We demand economic justice for all and a reconstruction of the economy to ensure black communities have collective ownership, not merely access.
- We demand a world where those most impacted in our

communities control the laws, institutions and policies that are meant to serve us.

- We demand full and independent black political power and black self-determination in all areas of society.

The platform's preamble says America's elected officials can no longer ignore "constant exploitation and perpetual oppression." The group demands new constitutional

rights to free public education at all levels, free day care, free health services, and the elimination of all debts and foreclosures for black farmers. It demands "restored land," an "end to the exploitative privatization of natural resources," and reparations for oppression by "ensuring our access and control of food sources, housing and land."

The paper also issues demands of the police, including:

- Ending the use of past criminal history to determine eligibility for housing, education, licenses, voting, loans, employment, etc.
- Reallocation of funds from policing and incarceration to education and employment programs
- A retroactive decriminalization, immediate release and record expungement of all drug-related offenses and prostitution
- Direct democratic.

community control of local, state and federal law-enforcement agencies.

The paper claims to build "on some of the best thinking in our history of struggle." But while Martin Luther King Jr. looked to the Declaration of Independence for the promissory note of "the unalienable rights of life, liberty and the pursuit of happiness," the Black Lives Matter movement has issued numerous unconstitutional and extrajudicial demands. One of the movement's activists declared in 2015 that "a constitution written by only white men will never serve the interests of black people."

If the movement hopes for outrage and protests, it is achieving that goal in many American cities. If it continues to stir up division until the rest of society meets its unconstitutional and extrajudicial demands, the constitutional republic of the United States will cease to exist.

Did decriminalizing marijuana cause a heroin epidemic?

At the Democratic National Convention held in Philadelphia, Pennsylvania, from July 25 to 28, the Democratic Party became the first major political party in United States history to endorse marijuana legalization in its official party platform.

Many Americans who support legalizing this psychotropic drug believe this move will undermine the profits of criminal drug cartels. But now that Alaska, Colorado, Oregon, Washington and the District of Columbia have fully legalized recreational marijuana, the actual effects this policy has on Mexican cartels is becoming apparent.

Now that many U.S. drug consumers can buy cheaper American-grown marijuana, the Sinaloa Cartel in Mexico

has suffered a 40 percent drop in marijuana sales. So Sinaloa operatives analyzed the market and devised a new business plan. The cartel has increased production of Mexican heroin by almost 70 percent and has raised the purity level of the drug from 46 to 90 percent. By flooding the U.S. with "cinnamon" heroin as strong as the East Asian product, it is hoping to make up for declining marijuana sales.

The result? *Esquire* magazine wrote on August 9 that legalizing marijuana is a root cause of a heroin epidemic in America. Casualties from heroin now amount to 200 overdose deaths a week. America's ravenous appetite for deadly drugs including heroin, cocaine, methamphetamines and others

is fueling what the United Nations estimates is a business worth \$320 billion a year.

Americans may be able to cut into a cartel's marijuana profits



by providing the drug to people legally, but such measures don't stop cartels from selling even more dangerous drugs. Meanwhile, the number of Americans who try marijuana and then other drugs is likely to increase.

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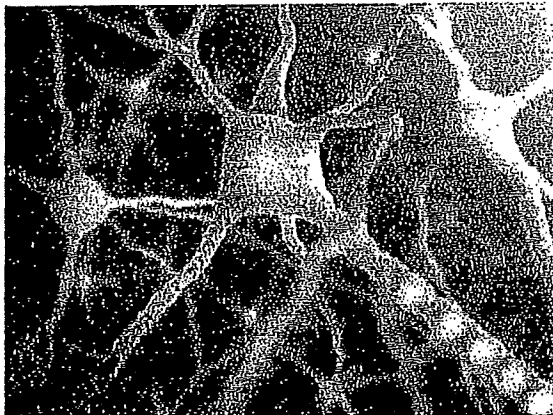
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28 Proven Health Benefits of Nicotine (and 4 potential risks)

When it comes to improving brain function, nicotine is king. There's quite a few benefits from nicotine that you might not be aware of.



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4) Nicotine Increases Risk of H. Pylori

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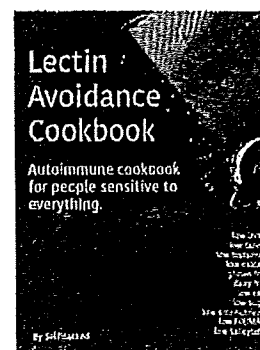
DOSING

Symptoms of Overdose

TOXICITY

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Introduction

Nicotine, considered a potent nootropic is a naturally occurring liquid alkaloid found in many plants of the nightshade family.

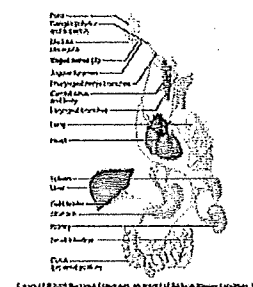
Tomatoes, potatoes, eggplant and tobacco all contain nicotine, although for humans, tobacco is the only plant containing significant enough quantities to have an effect (R).

Nicotine has recently been under the scope of research examining its beneficial role in ADHD, anxiety disorders, depression, Alzheimer's, Parkinson's, dementia, and even cognitive performance in the general population.

****This post is not suggesting to take up smoking as a means for nicotine consumption.**

The Nicotine That I Use

32 Ways to Stimulate Your Vagus Nerve (and All You Need to Know about It)



How to Treat Histamine Intolerance and High Histamine Levels



The Surprising Truth About IGF-1 and How to

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Overcoming Stress, Inflammation and Imbalance Circadian Rhythm

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The Good

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marijuana

apathy
decreased motivation

5-7) Nicotine Improves Attention, Memory and Fine Motor Skills

memory loss

Sign up to receive your free 6-part course on how to

8) Nicotine Can Help with ADHD

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9) Nicotine Acts as a Neuroprotective

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12) Nicotine is an Anti-inflammatory

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cause hunger
eat sweets

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17) Nicotine Helps Repair Tissue

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3) Adolescents Should Steer Clear of Nicotine

yes!

Safest Foods for People Sensitive to Everything

Skagit article states same benefits for Pot as nicotine yet many dangers

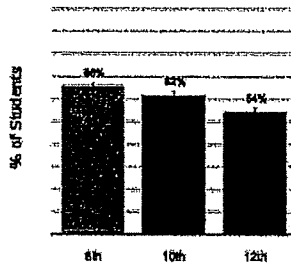
TRINITY HOM PARENTS
4/26/18



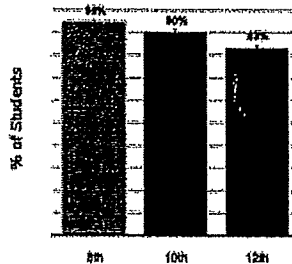
Marijuana Use for Washington State in 2016?

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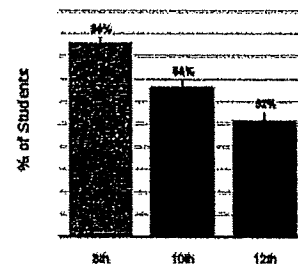
Parental discussion about not using marijuana



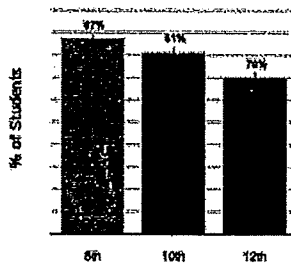
Parents think youth marijuana use is wrong



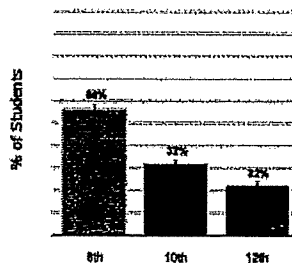
Peers think youth marijuana use is wrong



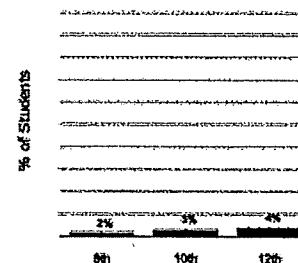
Community norm is marijuana use is wrong



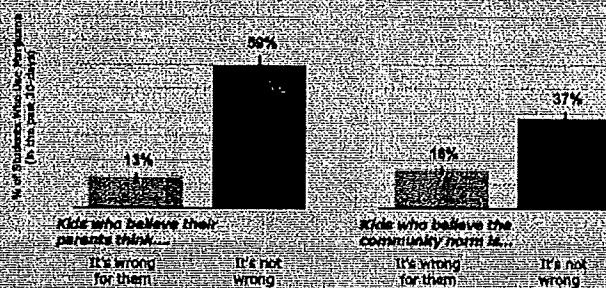
Police would catch me if I used marijuana



Marijuana use on school property in past month



Relationship between Marijuana Use and Perceived Parental and Community Norms, Grade 10, 2016



What does this chart say?

- Statewide, 10th graders are less likely to use marijuana if they believe their parents think it is wrong for them to use.
- Statewide, 10th graders are less likely to use marijuana if they believe their community thinks it is wrong for them to use.

Tips for parents and guardians to help teens avoid alcohol, marijuana and other drugs

- Talk early and often about the risks. Get tips for how to talk with your child and stay better connected at www.StartTalkingNow.org.
- Set clear rules against alcohol and drug use, and enforce reasonable consequences.
- Stay involved in your child's life: eat dinner together, know who their friends are, keep track of what they are doing.
- Be aware of the signs and take action if you think your teen is using. Talk to your school's counselor, or get information about other resources in your area by calling the Washington Recovery Help Line at 1-866-789-1511.
- For 24 hour help for mental health, substance abuse and problem gambling, call 1-866-789-1511 or visit www.waRecoveryHelpLine.org.

4/26/18 City Council Meeting, Stanwood WA.

My name is Jennifer Clem. My address is 27556 79th Dr. NW, Stanwood.

Thank you for the opportunity to speak tonight. My husband and I have raised our three children in Stanwood and love this town.

The focus of my talk is on the youth of our town rather than the medical aspect of marijuana use, which I understand can have merit.

I am a former full-time teacher for the Stanwood Camano School District, and am now a substitute teacher for the district. My very favorite classes to substitute teach in are the middle school health classes because the topics are so interesting and engaging for the students and we always have wonderful discussions about the subject matter. Over the years I've taught drug lessons a number of times, specifically to 8th graders. The students are taught that marijuana is one of four gateway drugs and is to be avoided for their physical and mental health. I have here in my hand a couple of the handouts used with the 8th graders in class from both the National Institute on Drug Abuse and also the National Clearinghouse for Alcohol and Drug Information. The Institute handout states, "long-term studies of high school students show that few people use other illegal drugs without first trying marijuana. For example, the risk of using cocaine is much greater for those who have tried marijuana than for those who have never tried it. Using marijuana puts children and teens in contact with people who use and sell other drugs. So a person who uses marijuana is more likely to be exposed to and urged to try other drugs." A quote from the Clearinghouse handout reads, "60% of marijuana users 'progress' to other drugs."

So here we are, teaching the youth of our school district to be wise and avoid marijuana, yet considering having a marijuana shop within our city limits. I cannot reconcile this discrepancy. I leave you with this thought- how would you answer a middle schooler who asked you, "Why do we have a marijuana shop in our town when I just learned in school that we shouldn't be using it?"

Interesting Stuff ABOUT MARIJUANA

- People are usually introduced to marijuana through their friends or family members.

Cigarette and alcohol use usually precede marijuana use.

- Today's marijuana is up to 10 times more potent than the marijuana used in the early 1970s.

- The top reasons why *kids* say they use the drug are: 1) "to feel good/get high," 2) "to have a good time with my friends," 3) "to see what it's like," 4) "to relax," and 5) "to get away from my problems or reduce boredom."

Common effects of this drug include increased heart rate, bloodshot eyes, a dry mouth and throat, a hacking cough, and hunger.

- Use of this drug may affect one's short-term memory, and the ability to think and feel; may alter one's sense of time; and may reduce one's ability to do things that require concentration and coordination — such as driving a car or operating machinery.

- The drug weakens the *center of motivation* in the brain, and can damage it permanently. This causes users to lose interest in school or work; and causes listlessness, difficulty in learning new information, disregard for appearance, and an inability to cope with frustration.

- Marijuana can produce acute panic, paranoia (fearfulness), flashbacks, and hallucinations.

- Marijuana inhaled into the lungs damages the lungs and respiratory system similar to the way cigarettes do. This can lead to chronic bronchitis and emphysema.

Marijuana smoke contains *more* carbon monoxide and cancer-causing chemicals than tobacco smoke.

- Many believe that marijuana is *not* addictive because the withdrawal symptoms from the drug tend to be mild.

Withdrawal symptoms seem relatively mild because marijuana is stored in the fatty tissues of the body. This means the body has its *own* supply of the drug for *months* after the habit is kicked.

After smoking only *one joint*, 10% to 20% of the drug (the chemical THC) is *still* present in body cells at 30 days; and traces of THC can be found up to four-and-a-half months after stopping the drug.

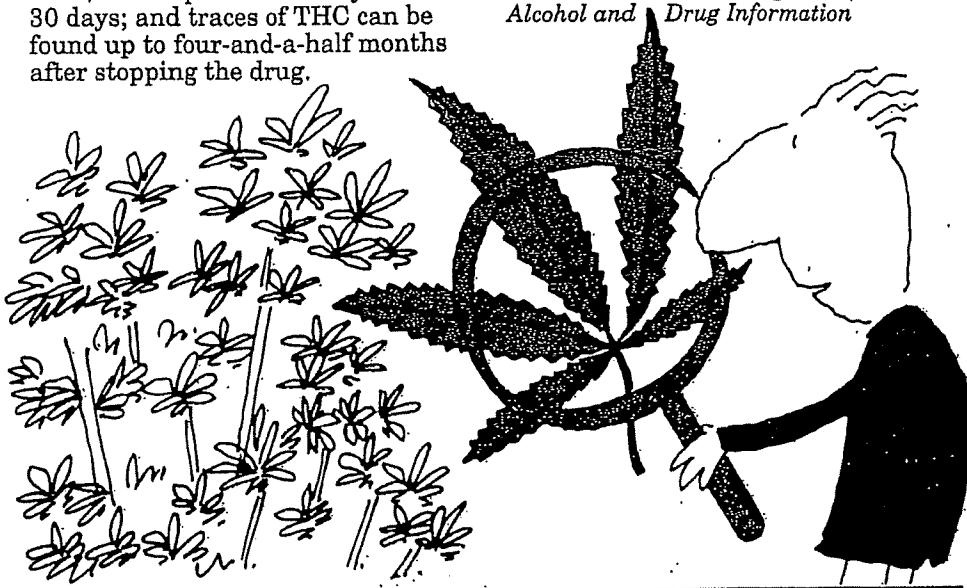
- It's been proven that long-term marijuana users develop psychological dependence and tolerance to the drug (need increasing amounts to get "high").

- Because the drug inhibits nausea, people who have marijuana stored in their bodies can drink heavily without getting sick. This can lead to alcohol abuse, drunk driving, and death from alcohol overdose.

- After a marijuana cigarette, it takes six hours or more before a user is considered able to drive a car, or operate a complex piece of equipment properly — even though he or she may feel "normal."

- 60% of marijuana users "progress" to other drugs. ☒ ✗

Source: National Clearinghouse for Alcohol and Drug Information



<http://teens.drugabuse.gov/facts>

NIDA for Teens

The Science Behind Drug Abuse

Marijuana

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Marijuana Information

- * [Facts on Drugs: Marijuana](#)
- * [Brain Games: Marijuana](#)
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What Is It?

Marijuana is a mixture of the dried and shredded leaves, stems, seeds, and flowers of the cannabis sativa plant. The mixture can be green, brown, or gray.

A bunch of leaves seem harmless, right? But think again. Marijuana has a chemical in it called delta-9-tetrahydrocannabinol, better known as THC. A lot of other chemicals are found in marijuana, too—about 400 of them, many of which could affect your health. But THC is the main psychoactive (i.e., mind altering) ingredient. In fact, marijuana's strength or potency is related to the amount of THC it contains. The THC content of marijuana has been increasing since the 1970s. For the year 2007, estimates from confiscated marijuana indicated that it contains almost 10 percent THC, on average.



What Are the Common Street Names?

There are many slang terms for marijuana that vary from city to city and from neighborhood to neighborhood. Some common names are: "pot," "grass," "herb," "weed," "Mary Jane," "reefer," "skunk," "boom," "gangster," "kif," "chronic," and "ganja."

How Is It Used?

Marijuana is used in many ways. The most common method is smoking loose marijuana rolled into a cigarette called a "joint" or "nail." Sometimes marijuana is smoked through a water pipe called a "bong." Others smoke "blunts"—cigars hollowed out and filled with the drug. And some users brew it as tea or mix it with food.

How Many Teens Use Marijuana?

Some people mistakenly believe that "everybody's doing it" and use that as an excuse to start using marijuana themselves. Well, they need to check the facts, because that's just not true. According to NIDA's 2010 Monitoring the Future study, about 8 percent of 8th graders, 17 percent of 10th graders, and 21 percent of 12th graders had used marijuana in the month before the survey. In fact, marijuana use declined from the late 1990s through 2007, with a decrease in past-year use of more than 20 percent in all three grades combined from 2000 to 2007. Unfortunately, this trend appears to be slowing, and use may even be

increasing. Between 2009 and 2010 daily marijuana use increased among 8th, 10th, and 12th graders. In 2010, 6 percent of 12th graders reported using marijuana daily, compared to 5.2 percent in 2009.

What Are the Short-Term Effects of Marijuana Use?

For some people, smoking marijuana makes them feel good. Within minutes of inhaling, a user begins to feel "high," or filled with pleasant sensations. THC triggers brain cells to release the chemical dopamine. Dopamine creates good feelings—for a short time. But that's just one effect...

Imagine this: You're in a ball game, playing out in left field. An easy fly ball comes your way, and you're psyched. When that ball lands in your glove your team will win, and you'll be a hero. But, you're a little off. The ball grazes your glove and hits the dirt. So much for your dreams of glory.

Such loss of coordination can be caused by smoking marijuana. And that's just one of its many negative effects. Marijuana affects memory, judgment, and perception. Under the influence of marijuana, you could fail to remember things you just learned, watch your grade point average drop, or crash a car.

Also, since marijuana can affect judgment and decision making, using it can cause you to do things you might not do when you are thinking straight—such as engaging in risky sexual behavior, which can result in exposure to sexually transmitted diseases, like HIV, the virus that causes AIDS, or getting in a car with someone who's been drinking or is high on marijuana.

It's also difficult to know how marijuana will affect a specific person at any given time, because its effects vary based on individual factors: a person's genetics, whether they've used marijuana or any other drugs before, how much marijuana is taken, and its potency. Effects can also be unpredictable when marijuana is used in combination with other drugs.

THC Affects Brain Functioning

THC is up to no good in the brain. THC finds brain cells, or neurons, with specific kinds of receptors called cannabinoid receptors and binds to them.

Certain parts of the brain have high concentrations of cannabinoid receptors. These areas are the hippocampus, the cerebellum, the basal ganglia, and the cerebral cortex. The functions that these brain areas control are the ones most affected by marijuana.

For example, THC interferes with learning and memory—that is because the hippocampus—a part of the brain with a funny name and a big job—plays a critical role in certain types of learning. Disrupting its normal functioning can lead to problems studying, learning new things, and recalling recent events. The difficulty can be a lot more serious than forgetting if you took out the trash this morning, which happens to everyone once in a while.

Do these effects persist? We don't know for sure, but as adolescents your brains are still developing. So is it really worth the risk?

Smoking Marijuana Can Make Driving Dangerous

The cerebellum is the section of our brain that controls balance and coordination. When THC affects the cerebellum's function, it makes scoring a goal in soccer or hitting a home run pretty tough. THC also affects the basal ganglia, another part of the brain that's involved in movement control.

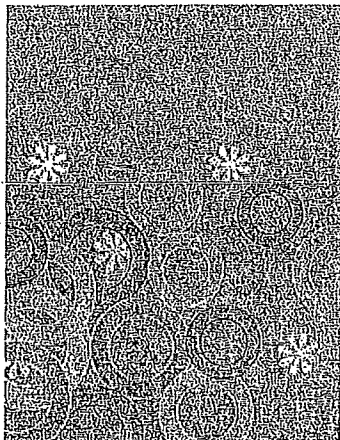
These THC effects can cause disaster on the road. Research shows that drivers on marijuana have slower reaction times, impaired judgment, and problems responding to signals and sounds. Studies conducted in a number of localities have found that approximately 4 to 14 percent of drivers who sustained injury or death in traffic accidents tested positive for THC.

Marijuana Use Increases Heart Rate

Within a few minutes after inhaling marijuana smoke, an individual's heart begins beating more rapidly, the bronchial passages relax and become enlarged, and blood vessels in the eyes expand, making the eyes look red. The heart rate, normally 70 to 80 beats per minute, may increase by 20 to 50 beats per minute or, in some cases, even double. This effect can be greater if other drugs are taken with marijuana.

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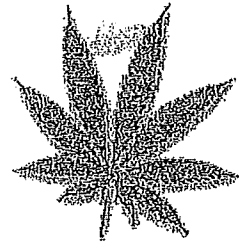
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What Are the Long-Term Health Effects of Marijuana Use?

The Brain

When people smoke marijuana for years, they can suffer some pretty negative consequences. For example, because marijuana affects brain function, your ability to do complex tasks could be compromised, as well as your pursuit of academic, athletic, or other life goals that require you to be 100-percent focused and alert. In fact, people who use marijuana over the long term self-report less life satisfaction, poorer education, and job achievement, and more interpersonal and mental health problems compared to people who do not use marijuana.



Marijuana also may affect your mental health. Studies show that early marijuana use may increase your risk of developing psychosis if you have a genetic vulnerability to the disease. Psychosis is a severe mental disorder in which there is a loss of contact with reality, including false ideas about what is happening (delusions) and seeing or hearing things that aren't there (hallucinations). Marijuana also has been associated with depression and anxiety, but more research is necessary to confirm and better understand that relationship.

Addiction

Many people don't think of marijuana as addictive—they are wrong. About 9 percent of people who use marijuana become dependent on it. The number increases to about one in six among those who start using it at a young age, and to 25 to 50 percent among daily users. Marijuana increases dopamine, which creates the good feelings or "high" associated with its use. A user may feel the urge to smoke marijuana, again, and again, and again to re-create that experience. Repeated use could lead to addiction—a disease where people continue to do something, even when they are aware of the severe negative consequences at the personal, social, academic, and professional levels.

People who use marijuana may also experience a withdrawal syndrome when they stop using the drug. It is similar to what happens to tobacco smokers when they quit—people report being irritable, having sleep problems, and weight loss—effects which can last for several days to a few weeks after drug use is stopped. Relapse is common during this period, as users also crave the drug to relieve these symptoms.

Lungs and Airways

People who abuse marijuana are at risk of injuring their lungs through exposure to respiratory irritants and carcinogens found in marijuana smoke. The smoke from marijuana contains some of the same chemicals found in tobacco smoke; plus, marijuana users tend to inhale more deeply and hold their breath longer, so more smoke enters the lungs. Not surprisingly, people who smoke marijuana have some of the same breathing problems as those who smoke tobacco—they are more susceptible to chest colds, coughs, and bronchitis than people who do not smoke. And, even though we don't know yet whether or how marijuana use affects the risk for lung and other cancers—why take the risk?

Does Marijuana Use Lead to the Use of Other Drugs?

While most people who smoke marijuana do not go on to use other drugs, long-term studies of high school students show that few young people use other illegal drugs without first trying marijuana. For example, the risk of using cocaine is much greater for those who have tried marijuana than for those who have never tried it. Using marijuana puts children and teens in contact with people who use and sell other drugs. So, a person who uses marijuana is more likely to be exposed to and urged to try other drugs. The effects of marijuana on the brain of adolescents—still a work in progress—may also affect their likelihood of using other drugs as they get older. Animal studies suggest this to be

true, but it is not yet demonstrated in people.

What About Medical Marijuana?

Under U.S. law since 1970, marijuana has been a Schedule I controlled substance. This means that the drug has no approved medical use. However, there are medications containing synthetic THC, the main active ingredient in marijuana, that are used to treat nausea in cancer patients undergoing chemotherapy, and to stimulate appetite in patients with wasting syndrome—severe, involuntary weight loss—due to AIDS.

Since the discovery of the cannabinoid system—receptors in the body that bind THC, and chemicals that act as these receptors—scientists are actively looking for ways to use this system for medical purposes. Several promising compounds are being tested for the treatment of obesity, pain, and other disorders. However, it is unlikely that smoked marijuana will be developed as a medication because of its negative health effects.

What If a Person Wants To Quit Using the Drug?

Researchers are testing different ways to help people who use marijuana abstain from drug use. Currently, no medications exist for treating marijuana addiction. Treatment programs focus on behavioral therapies. A number of programs are designed specifically to help teenagers who abuse marijuana.

When someone has a drug problem, it's not always easy to know what to do. If someone you know is using marijuana, encourage him or her to talk to a parent, school guidance counselor, or other trusted adult. There are also anonymous resources, such as the National Suicide Prevention Lifeline (1-800-273-TALK) and the Treatment Referral Helpline (1-800-662-HELP).

The National Suicide Prevention Lifeline (1-800-273-TALK) is a crisis hotline that can help with a lot of issues, not just suicide. For example, anyone who feels sad, hopeless, or suicidal; family and friends who are concerned about a loved one; or anyone interested in mental health treatment referrals can call this Lifeline. Callers are connected with a professional nearby who will talk with them about what they're feeling or concerns for other family and friends.

In addition, the Treatment Referral Helpline (1-800-662-HELP)—offered by the Substance Abuse and Mental Health Services Administration—refers callers to treatment facilities, support groups, and other local organizations that can provide help for their specific need. You can also locate treatment centers in your state by going to www.findtreatment.samhsa.gov.

Resource Materials

1. National Institute on Drug Abuse. *Marijuana: Facts for Teens* (<http://www.drugabuse.gov/publications/marijuana-facts-teens>). NIH Pub. No. 98-4037. Bethesda, MD. NIDA, NIH, DHHS. Revised March 2011. Retrieved June 2009.
2. National Institute on Drug Abuse. *Marijuana: Facts Parents Need to Know* (<http://www.drugabuse.gov/publications/marijuana-facts-parents-need-to-know>). NIH Pub. No. 02-4036. Bethesda, MD. NIDA, NIH, DHHS. Revised August 2011. Retrieved June 2009.
3. National Institute on Drug Abuse. *Monitoring the Future. National Results on Adolescent Drug Use. Overview of Key Findings 2010*. (<http://www.monitoringthefuture.org/pubs/monographs/mtf-overview2010.pdf>). Bethesda, MD. NIDA, NIH, DHHS. February 2011. Retrieved June 2011.

Erica Schorn

From: Devin M Sola
Sent: Wednesday, May 02, 2018 10:33 AM
To: Erica Schorn
Cc: Ryan C. Larsen; Amy M Rusko
Subject: FW: NO POT shop

Erica,
If you still have the file on this would you mind printing it? Thank you.

Devin M. Sola, MGIS
Community Development Department
City of Stanwood
10220 270th ST NW
Stanwood WA 98292
360-629-2181 x4512

www.ci.stanwood.wa.us

From: pbn3yellow [mailto:pbn3yellow@gmail.com]
Sent: Monday, April 23, 2018 12:55 PM
To: Devin M Sola <Devin.Sola@ci.stanwood.wa.us>
Subject: NO POT shop

Devin,

As a citizen of Stanwood and as a voter I refuse THE idea for a pot shop! So I SAY NO TO A POT SHOP AND TO THE RUMORS OF A TATTOO PARLOR. I HOPE WE CAN COUNT ON YOU TO BE ACTIVE IN NOT NOT LETTING A POT SHOP COME INTO TOWN!
Thank you

Barbara Mazzio

Sent via the Samsung Galaxy S7 edge, an AT&T 4G LTE smartphone

Erica Schorn

From: Devin M Sola
Sent: Wednesday, May 02, 2018 10:33 AM
To: Erica Schorn
Cc: Ryan C. Larsen; Amy M Rusko
Subject: FW: Marijuana shop

Same ☺

Sincerely,
Devin M. Sola, MGIS
Community Development Department
City of Stanwood
10220 270th ST NW
Stanwood WA 98292
360-629-2181 x4512

www.ci.stanwood.wa.us

From: Margaret DuPree [mailto:schoolbus55@msn.com]
Sent: Monday, April 23, 2018 12:17 PM
To: Devin M Sola <Devin.Sola@ci.stanwood.wa.us>
Subject: Marijuana shop

To my elected official,

I'm writing this as I sit in Everett. On my way to Everett I passed a few "pot" shops. As I did some shopping here around 28th St and Colby, there have been 3 totally wasted guys walking the streets. They are obviously not in their right mind. It saddens me to see this and there are other people I would not "trust", hanging around the area.

I am not a judgmental person, in fact I came from a very dysfunctional background. I have been clean n sober for 32 years and believe that by having local pot shops in Stanwood would make this awesome town...much less appealing!

Please please don't allow this to happen. It will prove to be a wrong choice, in time.

Thank you for reading this.

Sincerely, Margaret Dupree

Sent from my iPhone

Erica Schorn

From: Peggy Kitting <peggypooh321@yahoo.com>
Sent: Thursday, May 03, 2018 5:37 PM
To: Erica Schorn; Devin M Sola; Leonard Kelley; Conrad Ryer; Dianne White [BOH]; Elizabeth Callaghan; Larry Sather; Judith Williams; Rob Johnson; Timothy Pearce
Subject: Opposed to Retail Marijuana Shop in Stanwood

Mayor Kelley and the Stanwood City Council:

Please make this email a party of the record.

Marijuana is considered a Schedule 1 Drug

Marijuana is highly addictive. It is considered a Gateway Drug to many and leads to harder drug use. THC is dangerous! Under age recipients would have greater access to marijuana in Stanwood. If it becomes more normalized in our culture, younger people will try it and think it is safe. The risk of addiction is higher among teens (17%) than adults, as noted by the Snohomish Regional Drug Task Force.

Marijuana - Facts for Teens | Snohomish Regional Drug Task Force

**Marijuana - Facts for Teens | Snohomish Regional
Drug Task Force**

Addiction:

Sincerely,
Peggy Kitting
7229 286th PL NW
Stanwood, WA 98292

Addiction:

Marijuana is addictive. Of course, not everyone who smokes marijuana will become addicted—that depends on a whole bunch of factors— including your family history (genes), the age you start using, whether you also use other drugs, your family and peer relationships, success in school, and so on. Repeated marijuana use can lead to addiction—which means that people have trouble controlling their drug use and often cannot stop even though they want to. Research shows that approximately 9 percent, or about 1 in 11, of those who use marijuana will become addicted. This rate increases to 17 percent, or about 1 in 6, if you start in your teens, and goes up to 25–50 percent among daily users.

Driving:

Marijuana is unsafe if you are behind the wheel. Marijuana is the most common illegal drug involved in auto fatalities. It is found in the blood of around 14 percent of drivers who die in accidents, often in combination with alcohol or other drugs. Marijuana affects a number of skills required for safe driving—alertness, concentration, coordination, and reaction time—so it's not safe to drive high or to ride with someone who's been smoking. Marijuana makes it hard to judge distances and react to signals and sounds on the road. And combining marijuana with drinking even a small amount of alcohol greatly increases driving danger, more than either drug alone.

School:

Marijuana is linked to school failure. Marijuana's negative effects on attention, memory, and learning can last for days and sometimes weeks—especially if you use it often. Someone who smokes marijuana daily may have a 'dimmed-down' brain most or all of the time. Compared with their peers who don't use, students who smoke marijuana tend to get lower grades and are more likely to drop out of high school. Research even shows that it can lower your IQ if you smoke it regularly in your teen years. Also, longtime marijuana users themselves report being less satisfied with their lives, having memory and relationship problems, poorer mental and physical health, lower salaries, and less career success.

Psychosis/Panic:

High doses of marijuana can cause psychosis or panic when you're high. Some people experience an acute psychotic reaction (disturbed perceptions and thoughts, paranoia) or panic attacks while under the influence of marijuana. This usually goes away as the drug's effects wear off. Scientists do not yet know if marijuana use causes lasting mental illness, although it can worsen psychotic symptoms in people who already have the mental illness schizophrenia, and it can increase the risk of long-lasting psychosis in some people.

Erica Schorn

From: Bruce Kitting <bkitting1@yahoo.com>
Sent: Thursday, May 03, 2018 5:59 PM
To: Erica Schorn; Devin M Sola; Leonard Kelley; Larry Sather
Subject: No Retail Marijuana Shop in Stanwood

Please make my email a party of the record.

Mr. Larry Sather,

You must have led a very protective life. The way you describe your reasons and positions 'for' a pot shop in Stanwood are not very well thought out.

You stated at the April 12 City Council Meeting-

'If we have a marijuana shop in town, it would make medical marijuana more readily available to people who live within Stanwood. Some of those people who do not drive and are not able to make it to the Bud Hut.'

Correct me if I'm wrong, ---"How do you think they will get to the marijuana shop in Stanwood? Don't they have to drive?

Bruce R. Kitting
7229 286th PL NW
Stanwood, WA 98292



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a

DATE: May 10, 2018

SUBJECT: Vehicle and Equipment replacement schedules and annual reserve fund requirements

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A – Vehicle Replacement Schedule
B – Equipment Replacement Schedule

ISSUE

Should the City make annual contributions to vehicle and equipment replacement funds, in order to annualize the purchase cost of equipment and the vehicle fleet?

FINANCIAL IMPACT

The financial impacts affecting multiple funds are outlined in the discussion section.

CITY COUNCIL OPTIONS

1. Authorize inclusion of 2018 vehicle and equipment replacement costs in Ordinance 1457 amending the 2017-18 budget, and direct staff to include annual vehicle and equipment costs in future budgets.
2. Authorize inclusion of 2018 vehicle and equipment replacement costs in Ordinance 1457 amending the 2017-18 budget, and direct staff to areas of concern.
3. Do not authorize inclusion of 2018 vehicle and equipment replacement costs in Ordinance 1457 amending the 2017-18 budget, and do not direct staff to include annual vehicle and equipment costs in future budgets. The consequence of not including the annual replacement costs in the 2017-2018 budget and not including annual equipment and vehicle replacement costs in annual budgets is the city will continue to be financially unprepared for fleet and equipment recapitalization.

DISCUSSION

During the mid-biennial budget amendment discussions, staff was directed by the City Council to prepare vehicle fleet and equipment replacement schedules, to plan for recapitalization of the fleet. This report's attachments present the estimated lifecycle,

replacement year, and replacement cost for the vehicle fleet and equipment. During the recession, the city deferred replacement of certain items and partially discontinued annual contributions to equipment replacement funds, thus there is a backlog of replacements.

The City's financial and investment policy, which was adopted September 12, 2013, by Res. 2013-08, Chapter One, Section 2. "Operating Budget Policies," Paragraphs e. f. & g. states,

- e. *Annual operating budgets should provide for design, construction, maintenance and replacement of the city's capital, plant, and equipment consistent with the capital facilities plan including the related cost for operating such new facilities.*
- f. *The city will maintain all its assets at a level such that it protects the city's capital investment and minimizes future maintenance and replacement costs.*
- g. *The city will develop a six-year projection of equipment replacement and maintenance needs, and will update this projection every budget cycle consistent with budget development.*

The General and Street Funds purchase vehicle and equipment greater than \$5,000 through Fund 107. Table One below illustrates the current 2018 budget, as well as requested authorization to make transfers to reserve funds. The authorization includes purchase of two vehicles in 2018 (one of which was funded in 2017, but not authorized for purchase due to finance department error).

This request also authorizes \$20,000 for replacement of a utility truck that was previously authorized in the current budget at the level of \$40,000. The Public Works Department has requested this increase due to a need to purchase a 1.5 Ton utility truck instead of their original request to purchase a one ton. This vehicle is funded 50 percent from General Fund and 25 percent from both Streets and Drainage Funds.

This request authorizes 2018 contributions from the General and Street Funds in order to implement the vehicle and equipment replacement plans outlined in Attachments A and B.

Note this reserve fund begins with a \$141,407 balance, so from a cash flow perspective a lower transfer amount is possible. However, two considerations lead to making these transfers now. First, this fund makes purchases for both the Street Fund and General Fund Departments, so making annual pro-rated contributions facilitates accounting that clearly demonstrates the funds are paying their fair share. Secondly, City fiscal policy requires the Equipment Replacement Funds:

"will be maintained at a level sufficient to meet scheduled equipment replacement so as to sustain an acceptable level of municipal services and prevent a physical deterioration of City assets."

One method to quantify the appropriate amount of this reserve is to consider the sum of the annualized contribution amounts. For the General and Street Funds, this amount is approximately \$85,000. Given the level of expenditure needed to recapitalize city

equipment in the next biennium, staff does not consider \$141,407 budgeted ending balance excessive.

The anticipated 2019-20 equipment reserve fund contributions for the Street and General funds combined is \$485,335 for the biennium (see Table Two).

Table One—General and Street Funds Equipment Replacement Reserve Fund

Fund 107, General and Streets Replacement Fund	Current Budget	Amd 3*	New Total
BB	135,492	141,407	141,407
Transfer in from GF	62,455	191,932	254,387
Transfer in from Streets		153,156	153,156
Transfer in from Drainage		5,000	5,000
Interest	100		100
subtotal	62,555	350,088	412,643
Expenditures			
For GF	62,455	60,000	122,455
For Drainage		5,000	5,000
For Streets	108,545	5,000	113,545
subtotal	171,000	70,000	241,000
Ending Balance	27,047		313,050
*Authorizes :			
Purchase of Construction Inspector Vehicle			
Purchase of Building Official Vehicle			
Adds \$20,000 to previous authorization for Sewer Truck			
Transfers to reserves per vehicle & equipment replace schedules			

Table Two—estimated 2019-2020 biennial reserve fund contributions

2019-2020 funding			
General Fund			
Equipment	48,978	47,290	
Vehicles	100,093	54,165	
total	149,070	101,455	250,525
Streets			
Equipment	35,373	26,886	
Vehicles	125,599	46,951	
total	160,972	73,837	234,809
			485,335

UTILITY RESERVE FUND CONTRIBUTIONS

The utility funds purchase vehicle and equipment (with costs greater than \$5,000) through Funds 457-459. Table Three illustrates the current 2018 budget, as well as requested authorization to implement the attached vehicle and equipment replacement plans.

The Sewer Equipment Reserve fund is budgeted to end 2018 with fund balance of \$261,476, however, significant 2019-2020 purchases are anticipated, so staff recommends making the scheduled contribution in 2018, rather than deferring one year.

The anticipated 2019-20 equipment reserve fund contributions for the Sewer Equipment Reserve Fund combined is \$468,887 for the biennium (see Table Four).

Table Three—the Sewer Utility (Fund 401) purchases through Fund 457.

Fund 457 Sewer Equipment Reserve	Current Budget	Amd 3*	New Total
Beginning Balance	220,879	261,746	261,746
Transfer in from Sewer	40,000		40,000
Additional - Vehicle		267,398	267,398
Additional - Equip		65,347	65,347
Interest	1,000		1,000
subtotal		332,745	373,745
Expenditure			
Machinery	40,000		40,000
subtotal	40,000		40,000
Ending Balance	221,879		595,491
*Authorizes transfers to implement vehicle and equipment replacment schedules			

Table Four—estimated 2019-2020 biennial reserve fund contributions

2019-2020 funding			
Sewer Fund			
Equipment	65,347	38,910	
Vehicles	269,315	95,316	
total	334,662	134,225	468,887

Drainage Equipment Reserve

The Drainage Equipment Reserve fund is budgeted to end 2018 with fund balance of \$134,800, however, significant 2019-2020 purchases are anticipated, so staff recommends making the scheduled contribution in 2018, rather than deferring one year.

The anticipated 2019-20 equipment reserve fund contributions for the Drainage Equipment Reserve Fund combined is \$166,818 for the biennium (see Table Six).

Table Five—the Drainage Utility (Fund 410) purchases through Fund 458.

Fund 458 Drainage Equipment Reserve	Current Budget	Amd Three*	New Total
Beginning Balance	95,966	106,519	106,519
In from Drainage	110,000		110,000
Additional - Vehicle		91,148	91,148
Additional - Equip		21,188	21,188
Interest	-		
subtotal		112,336	222,336
Expenditure			
Machinery	81,200		81,200
subtotal	81,200		81,200
Ending Balance	124,766		247,655
*Authorizes transfers to implement vehicle and equipment replacment schedules			

Table Six—estimated 2019-2020 biennial reserve fund contributions

2019-2020 funding			
Drainage Fund			
Equipment	21,188	19,500	
Vehicles	<u>93,065</u>	<u>33,065</u>	
total	114,253	52,565	166,818

Water Equipment Reserve

The Water Equipment Reserve fund is budgeted to end 2018 with fund balance of \$134,800, however, significant 2019-2020 purchases are anticipated, so staff recommends making the scheduled contribution in 2018, rather than deferring one year.

The anticipated 2019-20 equipment reserve fund contributions for the Water Fund combined is \$133,331 for the biennium (see Table Six).

Table Seven—the Water Utility (Fund 421) purchases through Fund 459.

Fund 459 Water Equipment Reserve	Current Budget	Amd Three*	New Total
Beginning Balance	70,989	71,416	71,416
In from Water	107,000		107,000
Additional - Vehicle		31,946	31,946
Additional - Equip		36,777	36,777
Interest	100		100
subtotal	107,100	68,723	175,823
Expenditure			
Machinery	107,000		107,000
subtotal	107,000	-	107,000
Ending Balance	71,089		140,239
*Authorizes transfers to implement vehicle and equipment replacment schedules			

Table Eight—estimated 2019-2020 biennial reserve fund contributions

2019-2020 funding			
Water Fund			
Equipment	32,277	25,527	
Vehicles	37,764	37,765	
total	70,040	63,291	133,331

COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at their April 26, 2018 meeting, and approved moving forward with it.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE INCLUSION OF 2018 VEHICLE AND EQUIPMENT REPLACEMENT COSTS IN ORDINANCE 1457 AMENDING THE 2017-18 BUDGET, AND DIRECT STAFF TO INCLUDE ANNUAL VEHICLE AND EQUIPMENT COSTS IN FUTURE BUDGETS.

		COST*	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2-way split (Streets, Drainage)															
Sweeper 2001	Streets & Drainage	300,000	150,000	150,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
4-way split (Parks, Streets, Sewer, Drainage)															
Dump Truck 1997	4-way allocation	150,000	50,000	50,000	50,000	15,000	15,000	5,000	5,000	1,500	1,500	500	500	150	150
Utility Truck 2008	4-way allocation	45,000	11,250	11,250	11,250	11,250	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
1.5 Ton Utility Truck 2008	4-way allocation	60,000	Option 1	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Subtotal		255,000	61,250	67,250	67,250	32,250	25,500	15,500	15,500	12,000	12,000	11,000	11,000	10,650	10,650
3-way split (Parks, Streets, Bldgs & Grounds)															
Bucket Truck 2001	Parks, Streets, Bldgs & Grds	140,000	70,000	70,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
Utility Ambulance 2000	Parks, Streets, Bldgs & Grds	75,000	25,000	25,000	25,000	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
Utility Truck	Parks, Streets, Bldgs & Grds	27,000	Amd 2	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
Subtotal		242,000	95,000	97,700	41,700	24,200	24,200	24,200	24,200	24,200	24,200	24,200	24,200	24,200	24,200
6-Way Allocation (Parks, Streets, Bldgs & Grounds, Sewer, Water, Drainage)															
PW Pool No. 1	6-way allocation	35,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	3,500	3,500	3,500	3,500	3,500	3,500
PW Pool No. 2	6-way allocation	25,000	Amd 2	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
		60,000	5,000	7,500	7,500	7,500	7,500	7,500	7,500	6,000	6,000	6,000	6,000	6,000	6,000
General Fund															
City Hall Pool Car 1998	General Fund	22,000	11,000	11,000	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Building Official	General Fund	25,000	Option 1	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Building Inspector	General Fund	25,000	Option1	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Subtotal		72,000	11,000	16,000	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200
Sewer															
Sewer Utility Truck 2011	sewer 401	45,000	11,250	11,250	11,250	11,250	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
Sewer One Ton 2014	sewer 401	55,000	9,167	9,167	9,167	9,167	9,167	9,167	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Vactor 2006	sewer 401	400,000	200,000	200,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Van for sewer camera	sewer 401	35,000	17,500	17,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Sewer Utility Truck 2005	sewer 401	40,000	13,333	13,333	13,334	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Subtotal		575,000	251,250	251,250	77,251	67,917	61,167	61,167	57,500	57,500	57,500	57,500	57,500	57,500	57,500
Water															
Water Utility Truck 2004	water 421	55,000	18,333	18,333	18,334	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Water Utility Truck 2014	water 421	35,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	3,500	3,500	3,500	3,500	3,500	3,500
Dump Truck 2016	water 421	70,000	7,778	7,778	7,778	7,778	7,778	7,778	7,778	7,777	7,777	7,000	7,000	7,000	7,000
Water Utility Truck	water 421	27,000	Amd 2	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
Water Utility Truck	water 422	27,000	Amd 2	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
Subtotal		187,000	31,111	36,511	36,512	23,678	23,678	23,678	23,678	22,177	22,177	21,400	21,400	21,400	21,400
	Grand Total	1,554,500	604,611	626,211	267,413	192,745	179,245	169,245	165,578	159,077	159,077	157,300	157,300	156,950	156,950
Required Fund Transfers by year															
			2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
001.514 trnsfr to 107	admin		11,000	11,000	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
001.518 trnsfr to 107	B & G		32,185	33,494	15,014	9,239	9,239	9,239	9,239	8,988	8,988	8,988	8,988	8,988	8,988
001.558 trnsfr to 107	CD		0	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
001.576 trnsfr to 107	Parks		47,783	50,599	31,951	17,374	15,686	13,186	13,186	12,061	12,061	11,811	11,811	11,723	11,723
101 trnsfr to 107-Streets			122,783	125,599	46,951	32,374	30,686	28,186	28,186	27,061	27,061	26,811	26,811	26,723	26,723
401 trnsfr to 457-Sewer			267,398	269,315	95,316	77,232	68,794	66,294	62,628	61,502	61,502	61,252	61,252	61,165	61,165
410 trnsfr to 458-Drainage			91,148	93,065	33,065	24,315	22,628	20,128	20,128	19,002	19,002	18,752	18,752	18,665	18,665
421 trnsfr to 459-Water			31,946	37,764	37,765	24,931	24,931	24,931	24,931	23,179	23,179	22,402	22,402	22,402	22,402
		3,149,967	604,241	625,835	267,261	192,663	179,163	169,163	165,496	158,992	158,992	157,215	157,215	156,865	156,865

*Replacement cost is estimated for year of purchase

EQUIPMENT ITEM		Years of Service	COST*	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
4-way split (Parks, Streets, Sewer, Drainage)																									
Redi-Hall Trailer	20	15,000	7,500	7,500	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750
Backhoe 1988 John Deere 210C	15	100,000	25,000	25,000	25,000	25,000	25,000	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667
Subtotal		115,000	32,500	32,500	25,750	25,750	25,750	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417	7,417
3-way split (Parks, Streets, Drainage)																									
Chipper - Bush Bandit Model 90	20	40,000	10,000	10,000	10,000	10,000	10,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Street Mower - New Holland	20	170,000	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
Chipper Canopy (on Truck)	20	25,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Subtotal		235,000	39,583	39,583	39,583	39,583	39,583	31,583	31,583	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750
3-way split (Parks, Streets, Bldgs & Grounds)																									
Portable light tower (trailer) with	15	30,000	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,727	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
2-way split (Streets, Parks)																									
Mower - 1993 Jacobson HR 511	10	55,000	7,857	7,857	7,857	7,857	7,857	7,857	7,857	7,857	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
2-way split (Parks,Bldgs & Grounds)																									
Tractor riding mower - John	10	8,000	2,667	2,667	2,667	2,667	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800	800
Parks																									
Field Drag - 1998 John Deere	15	18,200	18,200	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213	1,213
Tractor - 1997 John Deere 755	15	30,000	10,000	10,000	10,000	10,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Commercial Mower - JD Turbo	15	90,000	8,182	8,182	8,182	8,182	8,182	8,182	8,182	8,182	8,182	8,182	8,182	8,182	8,182	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Subtotal		138,200	36,382	19,395	19,395	19,395	11,395	11,395	11,395	11,395	11,395	11,395	11,395	11,395	11,395	9,213	9,213	9,213	9,213	9,213	9,213	9,213	9,213	9,213	9,213
Streets																									
Street Sander	20	10,000	10,000	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Paint Sprayer - Graco Line Lazor	10	12,000	6,000	6,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Snow Plow 9'	10	5,000	2,500	2,500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Sidewalk Grinder	10	6,000	857	857	857	857	857	857	857	857	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600
Subtotal		23,000	9,357	9,357	2,557	2,557	2,557	2,557	2,557	2,557	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300
Sewer																									
Rider Mower - 2002 JD LX279	10	5,000	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Portable Generator (trailer)	20	55,000	27,500	27,500	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750
TV Inspection System	10	80,000	8,889	8,889	8,889	8,889	8,889	8,889	8,889	8,889	8,889	8,889	8,889	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Backhoe - 2011 Caterpillar 420F	15	200,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333
Row Boat 2002 Lund	30	5,000	333	333	333	333	333	333	333	333	333	333	333	333	333	333	333	333	333	167	167	167	167	167	167
Subtotal		345,000	57,222	57,222	32,472	32,472	32,472	32,472	32,472	32,472	32,472	32,472	31,583	24,917	24,917	24,917	24,917	24,917	24,917	24,750	24,750	24,750	24,750	24,750	24,750
Water																									
YT23V48	10	5,000	5,000	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Landscape Trailer - Utility Mate	20	15,000	7,500	7,500	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750	750
Air Compressor Sullivan	25	20,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	800	800	800	800	800	800	800	800	800	800	800	800	800
Meter Read Software	10	25,000	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Laptop, Receiver, Transceiver -	10	15,000	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Mini Excavator Caterpillar	15	150,000	11,538	11,538	11,538	11,538	11,538	11,538	11,538	11,538	11,538	11,538	11,538	11,538	11,538	11,538	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Walk Behind Saw	15	15,000	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,071	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Snow Plow 12'	10	10,000	3,333	3,333	3,333	3,333	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Tilt Flatbed Trailer - Olympic	15	10,000	833	833	833	833	833	833	833	833	833	833	833	833	833	833	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67	666.67
Subtotal		265,000	36,777	32,277	25,527	23,193	23,193	23,193	23,193	23,193	23,193	20,493	20,493	20,493	20,493	20,327	18,788	18,717	18,717	18,717	18,717	18,717	18,717	18,717	18,717
Grand Total		2,359,141	225,072	203,585	158,535	146,335	120,002	120,002	100,169	97,555	94,855	93,966	87,299	85,117	84,223	82,685	82,613	82,447	82,447	82,447	82,447	82,447	82,447	82,447	82,447

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
001.518 trnsfr to 107		2,233	2,233	2,233	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060
001.576 trnsfr to 107		63,731	46,745	45,057	36,124	28,900	28,900	22,355	21,177	21,177	21,177	18,995	18,755	18,755	18,755	18,755	18,755	18,755	18,755	18,755	18,755	18,755
101 trnsfr to 107-Streets		35,373	35,373	26,886	26,886	19,662	19,662	13,117	11,682	11,682	11,682	11,682	11,442	11,442	11,442	11,442	11,442	11,442	11,442	11,442	11,442	11,442
401 trnsfr to 457-Sewer		65,347	65,347	38,910	38,910	34,326	34,326	34,326	34,326	34,326	33,438	26,771	26,771	26,771	26,771	26,604	26,604	26,604	26,604	26,604	26,604	26,604
410 trnsfr to 458-Drainage		21,188	21,188	19,500	19,500	12,277	12,277	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732	5,732
421 trnsfr to 459-Water		36,777	32,277	25,527	23,193	23,193	23,193	23,193	20,493	20,493	20,493	20,493	20,327	18,788	18,717	18,717	18,717	18,717	18,717	18,717	18,717	18,717
		224,649	203,162	158,112	145,912	119,659	119,659	100,024	97,410	94,710	93,821	87,154	84,972	84,086	82,547	82,476	82,309	82,309	82,309	82,309	82,309	82,309

*Replacement cost is estimated for year of purchase



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10b

DATE: May 10, 2018

SUBJECT: Ordinance 1457 – Amending Ordinance 1451 relating to the 2017-18 Budget, First Reading

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A – Proposed Ordinance 1457

ISSUE

Should the city council approve first reading of Ordinance 1457 amending Ordinance 1451 relating to the 2017-18 budget?

CITY COUNCIL OPTIONS

1. Approve first reading of Ordinance 1457 amending the 2017-18 budget.
2. Do not approve first reading of Ordinance 1457 amending the 2017-18 budget and direct staff to areas of concern.
3. Do not approve first reading of Ordinance 1457 amending the 2017-18 budget. The consequence of not amending the 2017-2018 budget is that 2018 beginning cash balances will reflect budgeted, rather than actual amounts, requiring reconciliation each time the City's financial condition is evaluated.

FINANCIAL IMPACT

The financial impacts are outlined in the discussion section.

COMMITTEE RECOMMENDATIONS

The Finance/Personnel Committee reviewed this item on April 26th, and supports Ordinance 1457 amending the 2017-18 budget.

DISCUSSION

It is difficult to anticipate every possible financial scenario within a fiscal year. The completion date of capital projects may change, information used for budget projections may be revised, and sometimes it can just be an oversight of a necessary expenditure.

Each of these situations is different and must be evaluated by the financial officer and brought forward for Council consideration. Listed below are the funds, amounts and general description of why the amendment is needed.

1. All Funds – Adjust Beginning Net Cash to Actual

Beginning net cash is based on a conservative estimate prior to year end. This amendment adjusts beginning net cash to actual cash per bank.

While not required by law or the State Auditor, it is the city's practice to amend the budget early in the year to match budgeted beginning net cash (BNC) to actual. Having budgeted BNC to match actual BNC for each fund benefits the City as follows:

1. It makes the funds easier to manage, since the funds available to spend are reflected in budget reports without doing a budget to actual adjustment.
2. It helps the city manage its finances in order to avoid a negative fund balance.

At budget time in October 2017 (about six months ago), the city had to project the 2018 beginning net cash as part of the mid-biennial budget amendment process. The following adjustment "trues up" beginning net cash, setting budgeted amounts to actual in order to give the city a clear picture of available funds as of January 1, 2018. Each of the City's funds beginning cash balance is adjusted by this amendment. Exhibit 1 to the attached ordinance provides the amount each fund was adjusted.

2. General Fund

a. Increase transfer to Contingency Fund

As of March 2018, the 2017 – 2018 biennium, sales tax directly attributed to construction activity was \$330,018. Due to the cyclical nature of the retail activity, this sales tax revenue appears to be leading to a General Fund Surplus. City finance policy requires this surplus to be used to fund one-time operations or capital expenditures, or to be placed in the contingency fund. The finance policy requires calculation of biennial surplus at biennium end. In the meantime, staff recommends increasing the budgeted transfer to the contingency fund to the statutory maximum level of \$322,021 (\$0.375/\$1,000 of Assessed Value).

b. Annual support for Snohomish Health District

On March 22, 2017 the City Council authorized 2018 Health District support in the amount of \$6,785.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
001	General Fund	Transf. to Contingency	\$ 10,000	\$ 25,238	\$ 35,238
001	General Fund	Snoh. Health District	\$ -	\$ 6,785	\$ 6,785
109	Contingency Fund	Transf. from GF	\$ 10,000	\$ 25,238	\$ 35,238

c. Vehicle purchases

On November 9, 2017 the City Council authorized purchase of eight vehicles in 2018, which included \$25,000 for a light duty SUV for the new Construction Inspector. The vehicle has not been purchased. The funds were transferred to Fund 107, but authorization is required to now make the purchase.

Also on November 9th, Council approved \$40,000 for replacement of a 1997 F-350 that is used in support of the Street Fund, General Fund and Drainage, however Public Works now plans to replace it with a larger vehicle (1.5 Ton), so the cost was underestimated and staff now requests an additional \$20,000. Finally, staff requests replacement of a 1998 Ford Taurus with a small light-duty vehicle for use by the Building Official; this is estimated to cost \$25,000, and will be paid for by the general fund. The sweeper purchase authorized in 2018 has been reevaluated because the pricing originally provided by a dealer was inaccurate; staff now plans to request the sweeper replacement in the 2019-2020 budget.

Additionally, finance staff have worked with Public Works to prepare vehicle and equipment replacement schedules. The purpose of these schedules is to determine annual contributions required to annualize the cost of maintaining the city fleet. The city deferred replacement of vehicles during the recession and must now plan for recapitalization. During the development of these schedules Public Works reevaluated the 2018 purchases and now plans to defer two of the purchases to the next budget cycle. The other six items are either on order or have already been received. In order to authorize 2018 funding of the replacement schedules, the following fund transfers are requested:

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
107	Equipment Reserve	Vehicle purchases	\$ -	\$ 70,000	\$ 70,000
001	General Fund	Transf. to 107	\$ 62,455	\$ 191,932	\$ 254,387
101	Streets	Transf. to 107	\$ -	\$ 163,156	\$ 163,156
410	Drainage Utility	Transf. to 107	\$ -	\$ 5,000	\$ 5,000
107	Equipment Reserve	Transfers in	\$ 62,455	\$ 360,088	\$ 422,543
401	Sewer Utility	Transfer to 457	\$ 40,000	\$ 332,745	\$ 372,745
457	Equipment Reserve	Transfers in	\$ 40,000	\$ 332,745	\$ 372,745
410	Drainage Utility	Transfer to 458	\$ 110,000	\$ 112,336	\$ 222,336
458	Equipment Reserve	Transfers in	\$ 110,000	\$ 112,336	\$ 222,336
421	Water Utility	Transfer to 459	\$ 107,000	\$ 68,723	\$ 175,723
459	Equipment Reserve	Transfers in	\$ 107,000	\$ 68,723	\$ 175,723

3. Street Construction

In past years, the city has leveraged Transportation Benefit District Sales Tax by using these funds as matching funds for grants. The city applied for Transportation Improvement Board grant funding of three overlay projects and was awarded two. This amendment removes the appropriation for the one un-funded project (102nd Street), and also transfers the matching funds for the two funded projects.

In addition, staff proposes transfer of an additional \$150,000 for design of three sidewalk projects (72nd Ave., 92nd Ave., and 276th Ave).

Finally, to reconcile the draft Transportation Improvement Plan update with the current budget, the Downtown Connection Study is removed and \$50,000 is added for design of the 276th Sidewalk project.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
103	Street Construction	Remove 102nd St. Overlay	\$ 390,000	\$ (390,000)	\$ -
103	Street Construction	Transfer from 108	\$ -	\$ 73,000	\$ 73,000
108	Trans. Sales Tax	Trans. for Proj. Match	\$ -	\$ 73,000	\$ 73,000
108	Trans. Sales Tax	Trans. for Sidewalk Design	\$ -	\$ 150,000	\$ 150,000
103	Street Construction	Transfer from 108	\$ -	\$ 150,000	\$ 150,000
103	Street Construction	Remove Downtown Conn.	\$ 75,000.00	\$ (75,000)	\$ -
103	Street Construction	276th Sidewalk Design	\$ -	\$ 50,000.00	\$ 50,000

4. Drainage Construction Fund

The Drainage Construction Fund received loans totaling \$80,000 to fund the design of a stormwater separation and conveyance system for which the grantor will not reimburse until completion. This reimbursement is expected during 2018, so this amendment authorizes repayment of principal and interest. Additionally, the city was notified we will receive reimbursement of \$144,364 from the Washington State Military Department for emergency repairs at Seven Tubes.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
403	Sewer Construction	IF Loan Repayment	\$ -	\$ 80,000	\$ 80,000
411	Drainage Construction	IF Principal Payback	\$ -	\$ 80,000	\$ 80,000
403	Sewer Construction	Interest from IF Loan	\$ -	\$ 1,500	\$ 1,500
411	Drainage Construction	Interfund Loan Interest	\$ -	\$ 1,500	\$ 1,500
411	Drainage Construction	FEMA Reimbursement	\$ -	\$ 144,364	\$ 144,364

5. Water Construction Fund

During the fourth quarter of 2017, the Cedarhome Well pump failed and emergency repair was authorized. This repair is now complete. This amendment provides budgetary authority for the repair.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
422	Water Construction	Cedarhome Well Pump	\$ -	\$ 110,000	\$ 110,000

6. Drainage Construction

The drainage construction fund requires two budget adjustments.

- The Irvine Slough Pump Station required emergency repair, estimated to cost \$200,000.
- The Sheetpile Wall project is removed indefinitely, to align with CIP.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
411	Drainage Construction	Irvine Slough Pump Stn	\$ -	\$ 200,000	\$ 200,000
411	Drainage Construction	Sheetpile Walls	\$ 250,000	\$ (250,000)	

RECOMMENDED MOTION

I MOVE TO APPROVE FIRST READING OF ORDINANCE 1457 AMENDING THE 2017-18 BUDGET AS PRESENTED.

**CITY OF STANWOOD
Stanwood, Washington**

ORDINANCE 1457

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON,
AMENDING ORDINANCE 1451 RELATING TO THE 2017-2018 BIENNIAL
BUDGET**

WHEREAS, the City previously adopted the 2017 and 2018 biennial budget pursuant to Ordinance 1428; and

WHEREAS, the City Council amended the 2017-18 biennial budget pursuant to Ordinances 1447 and 1451; 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. The 2017-18 biennial budget, as adopted by Ordinance 1428, and as amended by Ordinance 1447 and Ordinance 1451 is hereby further amended to reflect the totals of 2018 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in attached Exhibit 1.

Section 2. Except as provided herein and any prior amendments, all provisions of Ordinances 1428, 1447 and 1451 shall remain in full force and effect.

ADOPTED by the City Council and APPROVED by the Mayor this ____ day of _____ 2018.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

2018 Amended Budgeted Revenues and Expenditures in Summary Form

2018 Budget Amendment - in Summary Form					
<u>Fund Title</u>	<u>Fund No.</u>	<u>Description</u>	2018 Current Budget Amd. 2 (Nov. 2017)	2018 Proposed Amd. No. 3	Increase (Decrease)
General Fund	001	Beginning Fund Balance	\$ 2,475,100	\$ 3,169,377	\$ 694,277
General Fund	001	Revenue	\$ 6,297,125	\$ 6,297,125	\$ -
General Fund	001	Expenditures	\$ 6,430,598	\$ 6,654,553	\$ 223,955
General Fund	001	Ending Fund Balance	\$ 2,341,627	\$ 2,811,949	\$ 470,322
Street Fund	101	Beginning Fund Balance	\$ 118,317	\$ 143,818	\$ 25,501
Street Fund	101	Revenue	\$ 392,249	\$ 392,249	\$ -
Street Fund	101	Expenditures	\$ 374,420	\$ 527,576	\$ 153,156
Street Fund	101	Ending Fund Balance	\$ 136,146	\$ 8,491	\$ (127,655)
Street Impact Fee Fund	102	Beginning Fund Balance	\$ 261,771	\$ 385,911	\$ 124,140
Street Impact Fee Fund	102	Revenue	\$ 78,006	\$ 78,006	\$ -
Street Impact Fee Fund	102	Expenditures	\$ 125,000	\$ 125,000	\$ -
Street Impact Fee Fund	102	Ending Fund Balance	\$ 214,777	\$ 338,917	\$ 124,140
Street Construction	103	Beginning Fund Balance	\$ 13,335	\$ 492,222	\$ 478,887
Street Construction	103	Revenue	\$ 2,820,100	\$ 3,040,100	\$ 220,000
Street Construction	103	Expenditures	\$ 2,830,085	\$ 2,415,085	\$ (415,000)
Street Construction	103	Ending Fund Balance	\$ 3,350	\$ 1,117,237	\$ 1,113,887
Park Improvement	104	Beginning Fund Balance	\$ 34,335	\$ 153,708	\$ 119,373
Park Improvement	104	Revenue	\$ 1,123,833	\$ 1,123,833	\$ -
Park Improvement	104	Expenditures	\$ 1,080,000	\$ 1,080,000	\$ -
Park Improvement	104	Ending Fund Balance	\$ 78,168	\$ 197,541	\$ 119,373
Fire Impact Fees Fund	105	Beginning Fund Balance	\$ 60,206	\$ 66,860	\$ 6,654
Fire Impact Fees Fund	105	Revenue	\$ 4,400	\$ 4,400	\$ -
Fire Impact Fees Fund	105	Expenditures	\$ -	\$ -	\$ -
Fire Impact Fees Fund	105	Ending Fund Balance	\$ 64,606	\$ 71,260	\$ 6,654
Park Impact Fees Fund	106	Beginning Fund Balance	\$ 45,051	\$ 115,523	\$ 70,472
Park Impact Fees Fund	106	Revenue	\$ 14,248	\$ 14,248	\$ -
Park Impact Fees Fund	106	Expenditures	\$ -	\$ -	\$ -
Park Impact Fees Fund	106	Ending Fund Balance	\$ 59,299	\$ 129,771	\$ 70,472
Equipment Reserve Fund	107	Beginning Fund Balance	\$ 1,947	\$ 141,407	\$ 139,460
Equipment Reserve Fund	107	Revenue	\$ 171,100	\$ 521,188	\$ 350,088
Equipment Reserve Fund	107	Expenditures	\$ 171,000	\$ 241,000	\$ 70,000
Equipment Reserve Fund	107	Ending Fund Balance	\$ 2,047	\$ 421,595	\$ 419,548
Transportation Sales Tax	108	Beginning Fund Balance	\$ 368,764	\$ 417,637	\$ 48,873
Transportation Sales Tax	108	Revenue	\$ 293,900	\$ 293,900	\$ -
Transportation Sales Tax	108	Expenditures	\$ 19,215	\$ 239,215	\$ 220,000
Transportation Sales Tax	108	Ending Fund Balance	\$ 643,449	\$ 472,322	\$ (171,127)
Contingency Fund	109	Beginning Fund Balance	\$ 283,144	\$ 283,782	\$ 638
Contingency Fund	109	Revenue	\$ 11,500	\$ 36,738	\$ 25,238
Contingency Fund	109	Expenditures	\$ -	\$ -	\$ -
Contingency Fund	109	Ending Fund Balance	\$ 294,644	\$ 320,520	\$ 25,876

2018 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)

Fund Title	Fund No.	Description	2018	2018	Increase (Decrease)
			Current Budget Amd. 2 (Nov. 2017)	Proposed Amd. No. 3	
Building Improvement	110	Beginning Fund Balance	\$ 843,157	\$ 916,006	\$ 72,849
Building Improvement	110	Revenue	\$ 302,000	\$ 302,000	\$ -
Building Improvement	110	Expenditures	\$ 670,000	\$ 670,000	\$ -
Building Improvement	110	Ending Fund Balance	\$ 475,157	\$ 548,006	\$ 72,849
REET 1 - Capital Improvements	120	Beginning Fund Balance	\$ 516,042	\$ 572,933	\$ 56,891
REET 1 - Capital Improvements	120	Revenue	\$ 160,500	\$ 160,500	\$ -
REET 1 - Capital Improvements	120	Expenditures	\$ 425,000	\$ 425,000	\$ -
REET 1 - Capital Improvements	120	Ending Fund Balance	\$ 251,542	\$ 308,433	\$ 56,891
REET 2 - Growth Management	121	Beginning Fund Balance	\$ 794,004	\$ 853,364	\$ 59,360
REET 2 - Growth Management	121	Revenue	\$ 160,500	\$ 160,500	\$ -
REET 2 - Growth Management	121	Expenditures	\$ 430,000	\$ 430,000	\$ -
REET 2 - Growth Management	121	Ending Fund Balance	\$ 524,504	\$ 583,864	\$ 59,360
Debt Service Fund	205	Beginning Fund Balance	\$ 58,049	\$ 69,172	\$ 11,123
Debt Service Fund	205	Revenue	\$ 195,700	\$ 195,700	\$ -
Debt Service Fund	205	Expenditures	\$ 198,450	\$ 198,450	\$ -
Debt Service Fund	205	Ending Fund Balance	\$ 55,299	\$ 66,422	\$ 11,123
Capital Construction Fund	305	Beginning Fund Balance	\$ 0	\$ 0	\$ -
Capital Construction Fund	305	Revenue	\$ -	\$ -	\$ -
Capital Construction Fund	305	Expenditures	\$ -	\$ -	\$ -
Capital Construction Fund	305	Ending Fund Balance	\$ 0	\$ 0	\$ -
Sewer Fund	401	Beginning Fund Balance	\$ 1,279,494	\$ 1,603,873	\$ 324,379
Sewer Fund	401	Revenue	\$ 1,794,411	\$ 1,794,411	\$ -
Sewer Fund	401	Expenditures	\$ 1,862,912	\$ 2,195,657	\$ 332,745
Sewer Fund	401	Ending Fund Balance	\$ 1,210,993	\$ 1,202,627	\$ (8,366)
Sewer Construction Fund	403	Beginning Fund Balance	\$ 888,079	\$ 1,442,266	\$ 554,187
Sewer Construction Fund	403	Revenue	\$ 311,972	\$ 393,472	\$ 81,500
Sewer Construction Fund	403	Expenditures	\$ 1,152,000	\$ 1,152,000	\$ -
Sewer Construction Fund	403	Ending Fund Balance	\$ 48,051	\$ 683,738	\$ 635,687
Sewer Plant Investment Fund	405	Beginning Fund Balance	\$ 776,902	\$ 825,957	\$ 49,055
Sewer Plant Investment Fund	405	Revenue	\$ 188,054	\$ 188,054	\$ -
Sewer Plant Investment Fund	405	Expenditures	\$ 142,472	\$ 142,472	\$ -
Sewer Plant Investment Fund	405	Ending Fund Balance	\$ 822,484	\$ 871,539	\$ 49,055
Drainage Fund	410	Beginning Fund Balance	\$ 143,391	\$ 298,228	\$ 154,837
Drainage Fund	410	Revenue	\$ 450,700	\$ 450,700	\$ -
Drainage Fund	410	Expenditures	\$ 544,762	\$ 662,098	\$ 117,336
Drainage Fund	410	Ending Fund Balance	\$ 49,329	\$ 86,830	\$ 37,501
Drainage Construction Fund	411	Beginning Fund Balance	\$ 264,750	\$ 141,304	\$ (123,446)
Drainage Construction Fund	411	Revenue	\$ 521,050	\$ 665,414	\$ 144,364
Drainage Construction Fund	411	Expenditures	\$ 667,000	\$ 698,500	\$ 31,500
Drainage Construction Fund	411	Ending Fund Balance	\$ 118,800	\$ 108,218	\$ (10,582)
Drainage Plant Invest Fund	412	Beginning Fund Balance	\$ 4,515	\$ 15,142	\$ 10,627
Drainage Plant Invest Fund	412	Revenue	\$ 19,285	\$ 19,285	\$ -
Drainage Plant Invest Fund	412	Expenditures	\$ 20,000	\$ 20,000	\$ -
Drainage Plant Invest Fund	412	Ending Fund Balance	\$ 3,800	\$ 14,427	\$ 10,627

2018 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)

Fund Title	Fund No.	Description	2018	2018	Increase (Decrease)
			Current Budget Amd. 2 (Nov. 2017)	Proposed Amd. No. 3	
Water Fund	421	Beginning Fund Balance	\$ 442,183	\$ 752,860	\$ 310,677
Water Fund	421	Revenue	\$ 1,850,230	\$ 1,850,230	\$ -
Water Fund	421	Expenditures	\$ 1,856,764	\$ 1,925,487	\$ 68,723
Water Fund	421	Ending Fund Balance	\$ 435,649	\$ 677,603	\$ 241,954
Water Construction Fund	422	Beginning Fund Balance	\$ 361,422	\$ 498,229	\$ 136,807
Water Construction Fund	422	Revenue	\$ 129,610	\$ 129,610	\$ -
Water Construction Fund	422	Expenditures	\$ 72,000	\$ 182,000	\$ 110,000
Water Construction Fund	422	Ending Fund Balance	\$ 419,032	\$ 445,839	\$ 26,807
Cedarhome Plant Investment	423	Beginning Fund Balance	\$ 33,556	\$ 56,452	\$ 22,896
Cedarhome Plant Investment	423	Revenue	\$ 10,580	\$ 10,580	\$ -
Cedarhome Plant Investment	423	Expenditures	\$ 10,580	\$ 10,580	\$ -
Cedarhome Plant Investment	423	Ending Fund Balance	\$ 33,556	\$ 56,452	\$ 22,896
Water Plant Investment Fund	424	Beginning Fund Balance	\$ 80,667	\$ 121,718	\$ 41,051
Water Plant Investment Fund	424	Revenue	\$ 143,340	\$ 143,340	\$ -
Water Plant Investment Fund	424	Expenditures	\$ 116,160	\$ 116,160	\$ -
Water Plant Investment Fund	424	Ending Fund Balance	\$ 107,847	\$ 148,898	\$ 41,051
Water Bond Reserve Fund	451	Beginning Fund Balance	\$ 224,122	\$ 224,038	\$ (84)
Water Bond Reserve Fund	451	Revenue	\$ 211,200	\$ 211,200	\$ -
Water Bond Reserve Fund	451	Expenditures	\$ 212,200	\$ 212,200	\$ -
Water Bond Reserve Fund	451	Ending Fund Balance	\$ 223,122	\$ 223,038	\$ (84)
Sewer Bond Reserve Fund	452	Beginning Fund Balance	\$ 474,270	\$ 476,990	\$ 2,720
Sewer Bond Reserve Fund	452	Revenue	\$ 1,000	\$ 1,000	\$ -
Sewer Bond Reserve Fund	452	Expenditures	\$ -	\$ -	\$ -
Sewer Bond Reserve Fund	452	Ending Fund Balance	\$ 475,270	\$ 477,990	\$ 2,720
Sewer Equipment Reserve	457	Beginning Fund Balance	\$ 220,879	\$ 261,746	\$ 40,867
Sewer Equipment Reserve	457	Revenue	\$ 41,000	\$ 373,745	\$ 332,745
Sewer Equipment Reserve	457	Expenditures	\$ 40,000	\$ 40,000	\$ -
Sewer Equipment Reserve	457	Ending Fund Balance	\$ 221,879	\$ 595,491	\$ 373,612
Drainage Equipment Reserve	458	Beginning Fund Balance	\$ 95,966	\$ 106,519	\$ 10,553
Drainage Equipment Reserve	458	Revenue	\$ 110,200	\$ 222,336	\$ 112,136
Drainage Equipment Reserve	458	Expenditures	\$ 81,200	\$ 81,200	\$ -
Drainage Equipment Reserve	458	Ending Fund Balance	\$ 124,966	\$ 247,655	\$ 122,689
Water Equipment Reserve	459	Beginning Fund Balance	\$ 70,989	\$ 71,417	\$ 428
Water Equipment Reserve	459	Revenue	\$ 107,100	\$ 175,823	\$ 68,723
Water Equipment Reserve	459	Expenditures	\$ 107,000	\$ 107,000	\$ -
Water Equipment Reserve	459	Ending Fund Balance	\$ 71,089	\$ 140,240	\$ 69,151
Suspense Fund	630	Beginning Fund Balance	\$ 35,493	\$ 46,581	\$ 11,088
Suspense Fund	630	Revenue	\$ -	\$ -	\$ -
Suspense Fund	630	Expenditures	\$ -	\$ -	\$ -
Suspense Fund	630	Ending Fund Balance	\$ 35,493	\$ 46,581	\$ 11,088
Cash Accounts Fund	660	Beginning Fund Balance	\$ 500	\$ -	\$ (500)
Cash Accounts Fund	660	Revenue	\$ -	\$ -	\$ -
Cash Accounts Fund	660	Expenditures	\$ -	\$ -	\$ -
Cash Accounts Fund	660	Ending Fund Balance	\$ 500	\$ -	\$ (500)
All Funds		Beginning Fund Balance	\$ 11,270,400	\$ 14,725,040	\$ 3,454,640
All Funds		Revenue	\$ 17,914,893	\$ 19,249,687	\$ 1,334,794
All Funds		Expenditures	\$ 19,638,818	\$ 20,551,233	\$ 912,415
All Funds		Ending Fund Balance	\$ 9,546,475	\$ 13,423,494	\$ 3,877,019



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10c

DATE: May 10, 2018

SUBJECT: Calculation of impervious surface in support of
drainage utility rate study

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – RH2 Scope and Fee

ISSUE

The issue in front of council is whether or not to authorize the mayor to enter into an agreement with RH2 for professional consulting services to calculate a sample of residential properties' impervious surface in support of the drainage utility rate study.

SUMMARY

The drainage utility rate study that is currently underway will utilize an equivalent residential unit (ERU) of impervious surface as a basis upon which to develop the rate structure. The agreement with RH2 will ensure an objective and accurate determination of drainage utility equivalent residential unit.

DISCUSSION

The city has not calculated the ERU amount recently to ensure accuracy. In-house tools have not been successful to determine the measurement. Staff hope to complete the rate study within 60 days, in order to utilize the results in developing the 2019-2020 budget, thus this request is made to ensure timely, accurate and objective calculation of the ERU.

FINANCIAL IMPACT

The estimated budget is \$9,940.00, which includes \$1,950.00 as an optional amount to allow meeting with the engineering firm to discuss/revise the report. The optional amount is not likely to be necessary. The Drainage Construction Fund has \$32,000 budgeted for the rate study, which is currently committed to the FCS Group for conduct of the rate study. The Drainage Construction Fund has sufficient balance to cover the overage.

COMMITTEE RECOMMENDATION

This issue has not been presented to committee.

CITY COUNCIL OPTIONS

1. Authorize the mayor to enter into an agreement with RH2 for calculation of impervious surface in support of drainage utility rate study.
2. Do not authorize the mayor to enter into an agreement with RH2 for calculation of impervious surface in support of drainage utility rate study.
3. Reject the proposal from RH2 and look for a different consulting firm.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT, NOT TO EXCEED \$9,940, WITH RH2 ENGINEERING FOR CALCULATION OF IMPERVIOUS SURFACE IN SUPPORT OF DRAINAGE UTILITY RATE STUDY.

Exhibit A
Scope of Work
City of Stanwood
Impervious Areas Calculations
May 2018

Background

The City of Stanwood (City) desires to evaluate the impervious surfaces of 152 parcels within the City for use in a drainage utility rate study that the City is conducting. The City has requested that RH2 Engineering, Inc., (RH2) develop a Scope of Work and Fee Estimate to analyze impervious areas on 152 parcels to be selected by the City.

Task 1 – Impervious Area Calculations – 152 Parcels

Objective: Review and evaluate existing impervious surfaces of 152 parcels and develop a Geographic Information System (GIS) map and table identifying impervious areas.

Approach:

- 1.1 Set up GIS files and layering for the City using GIS data and layers provided by the City.
- 1.2 Trace impervious areas on 152 parcels to be selected by the City and put them on a digital layer in the GIS software.
- 1.3 Prepare full-size map of the parcels and impervious areas and prepare a table of the impervious areas in Excel format.
- 1.4 Provide the City with electronic copies of:
 - a) Full-size map showing the parcels and impervious areas (PDF);
 - b) Table with impervious areas corresponding to the parcel numbers (Excel); and
 - c) GIS layers and data for use in City GIS software (GIS file format).

Assumptions:

- RH2 will rely on the accuracy of GIS files, layers, and data provided by the City. The City will provide a GIS shapefile containing the 152 parcels to be evaluated.
- The July 2017 publicly available Google Earth aerial photo will be of sufficient resolution to discern between pervious and impervious areas, RH2 will only use this one (1) aerial photo to trace impervious areas unless the City provides a different aerial for use.
- RH2 will not provide ground truthing of impervious areas delineated using aerial photos.
- The impervious areas to be traced will include non-vegetated surfaces such as roof tops, walkways, patios, decks, concrete or asphalt paving, compacted gravel driveways, and parking areas. Concrete curbing or edging surrounded on both sides by landscaped areas will be excluded from impervious area calculations. These impervious areas will be combined as one impervious area and not separated by material.

- Where trees or vegetation blocks the aerial view of impervious surface edges, RH2 will provide an interpretation of impervious area limits.
- Only impervious areas within the parcels will be mapped. If property lines in the GIS data do not align exactly with implied parcels shown in the aerial photos, RH2 will provide an interpretation of impervious area associated with each parcel limits.
- Assessment of impervious area by parcel will be limited to the internal area of each parcel (e.g., impervious driveways ingress/egress in the right-of-way will not be included in the impervious area calculations).

Provided by City:

- GIS files and layering for the City, including the most current parcels to be used for tracing impervious areas. The 152 parcels will be identified within the shapefile provided by the City

RH2 Deliverables:

- A full-size map showing the parcels and impervious areas in PDF.
- A table with impervious areas with measurements in square feet corresponding to the parcel numbers in Excel.
- GIS layers and data for use in City GIS software (ArcGIS file format).

Task 2 – Meet with the City and Revise per City Comments (Optional)

Objective: If the City has comments on the impervious areas analysis and would like to meet with RH2, a meeting with City staff to understand comments and prepare revisions to the maps and data prepared by RH2 will be scheduled. This task is optional, services described below will be provided only if requested by the City.

Approach:

- 2.1 Meet with City staff to discuss City review comments.
- 2.2 Prepare revisions to the map showing parcels and impervious areas, table of impervious areas, and GIS layers and data. Send the City updated electronic files.

Assumptions:

- RH2 will rely on the accuracy of the data provide by the City or others in relation to this work.

Provided by City:

- City review and staff attendance at meeting.

RH2 Deliverables:

- Attendance at meeting with the City.
- Updated full-size map showing the parcels and impervious areas in PDF.
- Updated table with impervious areas with measurements in square feet corresponding to the parcel numbers in Excel.
- Updated GIS layers and data for use in City GIS software (ArcGIS file format).

Additional Work and Phases

During execution of this Scope of Work, additional work or phases may be identified as desired or needed by the City and will be performed by RH2 using the attached schedule of rates and charges.

Schedule

It is the goal of all parties that the work for this project be fully completed within four (4) weeks from RH2 receipt of authorization from the City and the City GIS files to be provided under Task 1. The schedule for this Scope of Work may be modified as mutually agreeable to RH2 and the City.

EXHIBIT B

City of Stanwood

Impervious Area Calculations

Fee Estimate

Description Classification		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Impervious Area Calculations - 152 Parcels	39	\$ 6,786	\$ 1,204	\$ 7,990
Task 2	Meet with the City and Revise per City Comments (OPTIONAL)	9	\$ 1,725	\$ 225	\$ 1,950
PROJECT TOTAL		48	\$ 8,511	\$ 1,429	\$ 9,940

EXHIBIT C
RH2 ENGINEERING, INC.
2018 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$170	\$/hr
Professional IV	\$180	\$/hr
Professional V	\$197	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$236	\$/hr
Professional IX	\$236	\$/hr
Technician I	\$104	\$/hr
Technician II	\$110	\$/hr
Technician III	\$136	\$/hr
Technician IV	\$145	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$99	\$/hr
Administrative IV	\$117	\$/hr
Administrative V	\$135	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10d
DATE: May 10, 2018
SUBJECT: Mineral Point II – Final Plat
CONTACT PERSON: Amy Rusko, Senior Planner
ATTACHMENTS: A – Mineral Point II Final Plat

ISSUE

The City Council is being asked to review the final plat of Mineral Point and allow the applicant to record the plat of Mineral Point Phase II.

RECOMMENDATION

1. Discuss the final plat of Mineral Point Phase II and make a recommendation of approval, disapproval, delay recommendation at this time, or return to the applicant to make corrections or modification to the final plat.

SUMMARY STATEMENT

The plat of Mineral Point was preliminarily approved for 76 new single family residential lots on approximately 19.92 acres. The plat was divided into three phases. The final plat for Phase I (20 lots) was recorded on December 11, 2017. The property fronts 68th Avenue NW to the west and abuts the Cederhome Elementary to the north. The Comprehensive Plan designation for the site was LDR – Low Density Residential and zoned SR 9.6 at the time of application.

DISCUSSION

City staff has reviewed and approved the final plat for Mineral Point Phase II (32 lots). The final plat maps are ready, however there are a few items that will need to be completed prior to the mayor and city staff signatures.

Community Development and Public Works Departments, as of this date are in the process of approving the final items: a few items from the construction punch list, final inspection for the lift station building, receiving the necessary bonding paperwork and signing the as-builts. These items should be approved within the next week or two. These approvals do not alter the final plat layout or documents.

Based on staff review, the applicant has completed all other applicable conditions of the preliminary plat approval. Any conditions to be completed prior to building permit issuance and other restrictions are identified on the face of the plat map.

SMC 16.20.060(3) states

(3) After being approved as required above, the final plat shall be presented to the city council. After finding that the final plat has been completed in accordance with the provisions of this code, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be completed, and that the interests of the city are fully protected, the mayor shall sign the final plat accepting such dedications and easements as may be included thereon, and the final plat shall be returned to the applicant for filing for record with the auditor.

Upon approval by the City Council, the mayor will sign the final plat along with city staff, after the above items are approved. The final plat will be returned to the applicant to record with the Snohomish County Auditor.

FINANCIAL IMPACT

Upon recording of the final plat, the plat will be recorded and each lot will contribute by paying property tax.

COMMITTEE RECOMMENDATIONS

None.

CITY COUNCIL OPTIONS

1. Approve the final plat of Mineral Point Phase II as presented.
2. Disapprove the final plat of Mineral Point Phase II as presented.
3. Return the final plat of Mineral Point Phase II to the applicant to make final correction or edits to the plat and/or final plat.

RECOMMENDED MOTION

I MOVE TO APPROVE THE FINAL PLAT OF MINERAL POINT PHASE II AND TO ALLOW THE MAYOR TO SIGN THE FINAL PLAT IN ACCORDANCE WITH SMC 16.020.060(3).

DEDICATION

KNOW BY ALL MEN PRESENT THAT **WEATHERBY I, LLC**, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER(S) OF THE LAND HEREBY PLATTED, AND **COASTAL COMMUNITY BANK**, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF SUCH LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT 200 IS TO BE RETAINED BY **WEATHERBY I, LLC** FOR FUTURE DEVELOPMENT.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

WEATHERBY I, LLC, A WASHINGTON
LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
ITS: _____

COASTAL COMMUNITY BANK

BY: _____ DATE: _____
ITS: _____

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE/THEY WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF **WEATHERBY I, LLC**, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

(SIGNATURE) _____

(PRINTED) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES: _____

DATED: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE/THEY WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF **COASTAL COMMUNITY BANK**, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

(SIGNATURE) _____

(PRINTED) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES: _____

SHEET INDEX
SHEET 1 - DEDICATIONS AND APPROVALS, SURVEYORS CERTIFICATE
SHEET 2 - EASEMENTS AND SECTION BREAKDOWN
SHEET 3 - MAP SHEET, LOTS 16 THROUGH 47
SHEET 4 - MAP SHEET, TRACT 200

LEGAL DESCRIPTION

TRACT 100, PLAT OF MINERAL POINT PHASE I, AS RECORDED UNDER AUDITOR'S FILE NUMBER 201709185007, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TITLE REPORT AND SCHEDULE B SPECIAL EXCEPTIONS

A TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NUMBER 500061626C, DATED DECEMBER 22, 20176, AND WAS RELIED UPON FOR TITLE INFORMATION. ACCORDING TO THIS DOCUMENT, THIS SITE IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

- A. SANITARY SEWER EASEMENT, RECORDED UNDER AFN 9705070446. NOTE: THIS EASEMENT IS NOW WITHIN THE RIGHT OF WAY OF 68TH AVENUE N.W.
- B. EASEMENT FOR INGRESS, EGRESS AND UTILITIES, RECORDED UNDER AFN 200612080323 AND 201612080324. THESE ARE BENEFICIAL EASEMENTS, AND ARE OFF-SITE.
- C. UTILITY EXTENSION, CAPACITY AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, RECORDED UNDER AFN'S 200612150273, 200612150274 AND 200612150275.
- D. UTILITY EXTENSION AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, RECORDED UNDER AFN 200809100348, BEING A RE-RECORDING OF AFN 200809080115.
- E. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 08-100436. RECORDED UNDER AFN 201104150377. RECORD OF SURVEY FOR SAID BOUNDARY LINE ADJUSTMENT HAS BEEN RECORDED UNDER AFN 201104155002.
- F. DISTRIBUTION EASEMENT, RECORDED UNDER AFN 201706070457. THIS EASEMENT IS OVER ALL STREETS AND RIGHTS-OF-WAY, AND A STRIP OF LAND ACROSS ALL LOTS, TRACTS AND OPEN SPACES PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF PUBLIC STREETS AND ROAD RIGHTS OF WAY. THIS EASEMENT IS WITHIN THAT PORTION SHOWN AS "UE" HEREON.
- G. DRAINAGE EASEMENT, RECORDED UNDER AFN 201709120563. THIS EASEMENT IS NOT SHOWN AS IT WILL BE RELEASED PRIOR TO RECORDING.
- H. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING AMY COVENANTS OR RESTRICTIONS, IF ANY INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON BOUNDARY LINE ADJUSTMENT, RECORDED UNDER AFN 201709075004.
- I. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, MITIGATION FEES, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING AMY COVENANTS OR RESTRICTIONS, IF ANY INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT OF MINERAL POINT PHASE I, RECORDED UNDER AFN 201709185007.
- J. COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING AMY COVENANTS OR RESTRICTIONS, IF ANY INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDED UNDER AFN 201709250380.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT OF **MINERAL POINT PHASE II** IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN THEREON CORRECTLY; AND THAT MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE PLAT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF ALL LOCAL AND STATE STATUTES GOVERNING PLATTING AND WITH WAC 332-130-050.

JOANNE M. SWANSON, P.L.S.

CERTIFICATE NUMBER 34671

DATE: _____

ATTACHMENT A

APPROVALS

I HEREBY CERTIFY THAT THE PLAT OF MINERAL POINT PHASE II HAS BEEN EXAMINED BY THE CITY OF STANWOOD PLANNING AGENCY AND RECOMMENDATIONS FOR APPROVAL HAVE BEEN TRANSMITTED TO THE CITY COUNCIL.

EXAMINED AND APPROVED THIS _____ DAY OF _____, **2018**.

CITY OF STANWOOD PLANNING DIRECTOR

I HEREBY APPROVE THE SURVEY DATA, LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, AND UTILITY SYSTEMS INCLUDING STORM DRAINAGE, WATER AND SANITARY SEWER.

EXAMINED AND APPROVED THIS _____ DAY OF _____, **2018**.

CITY OF STANWOOD PUBLIC WORKS DIRECTOR

THE CITY COUNCIL OF THE CITY OF STANWOOD, MEETING IN REGULAR SESSION ON THE _____ DAY OF _____, 2018, DID FIND THAT THE PLAT OF MINERAL POINT PHASE II SERVES THE PUBLIC USE AND INTEREST AND HAS AUTHORIZED THE MAYOR TO EXECUTE WRITTEN APPROVAL.

ATTEST: _____

MAYOR

CITY CLERK DEPUTY

SNOHOMISH COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE,

HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING _____ TAXES.

TREASURER, SNOHOMISH COUNTY

BY: _____
DEPUTY COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ORCA LAND SURVEYING, INC., THIS _____ DAY OF _____, **2018**, AT _____ MINUTES PAST _____ **.M.**, AND RECORDED IN VOLUME ____ OF PLATS, PAGE ____; UNDER A.F. NO. _____, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

DEPUTY COUNTY AUDITOR



PLAT OF
MINERAL POINT PHASE II

IN THE SW 1/4 OF THE NE 1/4 & NW 1/4 OF THE SE 1/4
OF SECTION 20, T.32N., R.4E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON



JOB NO. 2017-091
DATE: 12/01/2017
DWG BY: JMS
F.B. 1611, P. 40
SHEET 1 of 4

O:\ORCA 2017\2017-091 Mineral Point Div 2.dwg 2017-091 Mineral Point Final Plat Phase II-AEE.dwg, DED 2-sht2, 1/11/2018 2:35:33 PM, 1:1

DRAINAGE FACILITY MAINTEANNCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF THE GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS DOCUMENT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

THE GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO THE GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF STANWOOD (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. THE CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

THE GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENSION PONDS, VAULTS, PIPES, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. THE CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY;
2. IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE THE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR THE GRANTOR TO PERFORM IT. IN THE EVENT THAT THE GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF THE CITY, IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE, WITHOUT PRIOR NOTICE TO THE GRANTOR. IN SUCH EVENT, THE CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE THE CITY OR PAY THE CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN THE CITY'S STATEMENT.
3. IF THE CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, THE CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF THE CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, THE CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGEMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

EASEMENT PROVISIONS

UTILITY EASEMENT

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

DRAINAGE EASEMENT

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE HOMEOWNERS ASSOCIATION, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

PRIVATE DRAINAGE EASEMENT (PDE)

EASEMENTS FOR THE PURPOSE OF CONVEYING LOCAL STORM WATER RUNOFF ARE HEREBY GRANTED IN THE AREAS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS. THE MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENTS, ESTABLISHED AND GRANTED HEREIN SHALL BE THE RESPONSIBILITY OF AND THE COST THEREOF SHALL BE BORNE EQUALLY BY, THE PRESENT AND FUTURE OWNERS OF THE LOTS SERVED BY SAID EASEMENTS, THEIR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, EXCEPT THAT THE OWNERS OF ANY LOWER UNIT SHALL NOT BE RESPONSIBLE FOR THE EASEMENT ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

THE PRIVATE DRAINAGE EASEMENTS ARE AS FOLLOWS:

- | | |
|---|---|
| PDE WITHIN LOT 20 IS FOR THE BENEFIT OF LOTS 20 AND 21; | PDE WITHIN LOT 22 IS FOR THE BENEFIT OF LOTS 22 AND 23; |
| PDE WITHIN LOT 24 IS FOR THE BENEFIT OF LOTS 24 AND 25; | PDE WITHIN LOT 27 IS FOR THE BENEFIT OF LOTS 26 AND 27; |
| PDE WITHIN LOT 29 IS FOR THE BENEFIT OF LOTS 28 AND 29; | PDE WITHIN LOT 31 IS FOR THE BENEFIT OF LOTS 30 AND 31; |
| PDE WITHIN LOTS 36-38 IS FOR THE BENEFIT OF LOTS 36-39; | PDE WITHIN LOTS 33 AND 34 IS FOR THE BENEFIT OF LOTS 33-35; |
| PDE WITHIN LOTS 41 AND 42 IS FOR THE BENEFIT OF LOTS 40-43; | PDE WITHIN LOTS 45 AND 46 IS FOR THE BENEFIT OF LOTS 44-46; |
| PDE WITHIN LOT 47 IS FOR THE BENEFIT OF LOT 48, PHASE III; | PDE WITHIN LOT 16 IS FOR THE BENEFIT OF LOT 15, PHASE III |

NOTES:

1. THE LOTS WITHIN THIS SUBDIVISION SHALL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE BENEFIT OF THE STANWOOD-CAMANO SCHOOL DISTRICT, TO BE DETERMINED BY THE CERTIFIED AMOUNT WITH THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO ISSUANCE OF EACH BUILDING PERMIT, IN ACCORDANCE WITH THE PROVISIONS OF SMC 17.153.
2. THE DWELLING UNITS WITHIN THIS DEVELOPMENT ARE SUBJECT TO FIRE IMPACT FEES IN THE AMOUNT OF \$200.00 PER NEWLY APPROVED DWELLING UNIT. PAYMENT OF THESE MITIGATION FEES IS REQUIRED PRIOR TO ISSUANCE OF EACH BUILDING PERMIT IN ACCORDANCE WITH THE PROVISION OF SMC 17.151 AND THE DEVELOPMENT AGREEMENT. THE PER DWELLING UNIT FEE STATED HEREIN WILL REMAIN IN EFFECT FOR A PERIOD OF FIVE (5) YEARS FROM FEBRUARY 4, 2010 .
3. THE DWELLING UNITS WITHIN THIS DEVELOPMENT ARE SUBJECT TO THE PROVISIONS OF SMC 17.112, ARCHITECTURAL DESIGN STANDARDS. FENCING SHALL BE REVIEWED BY THE CITY AT THE TIME OF SITE DEVELOPMENT PLAN REVIEW.

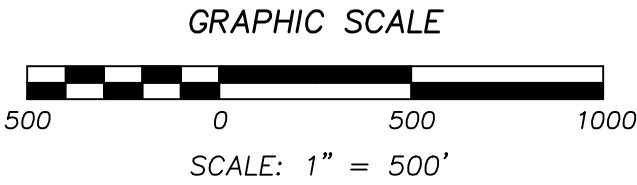
EQUIPMENT & PROCEDURES

INSTRUMENTATION: LEICA TORM1205 TOTAL STATION
LEICA APX1200 GPS UNIT

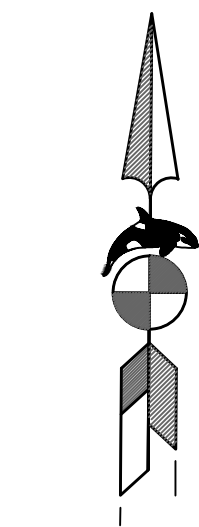
METHOD OF SURVEY: FIELD TRAVERSE AND GPS LOCATION OF EXISTING MONUMENTATION

PRECISION: MEETS OR EXCEEDS W.A.C. 332-130-090 REQUIREMENTS

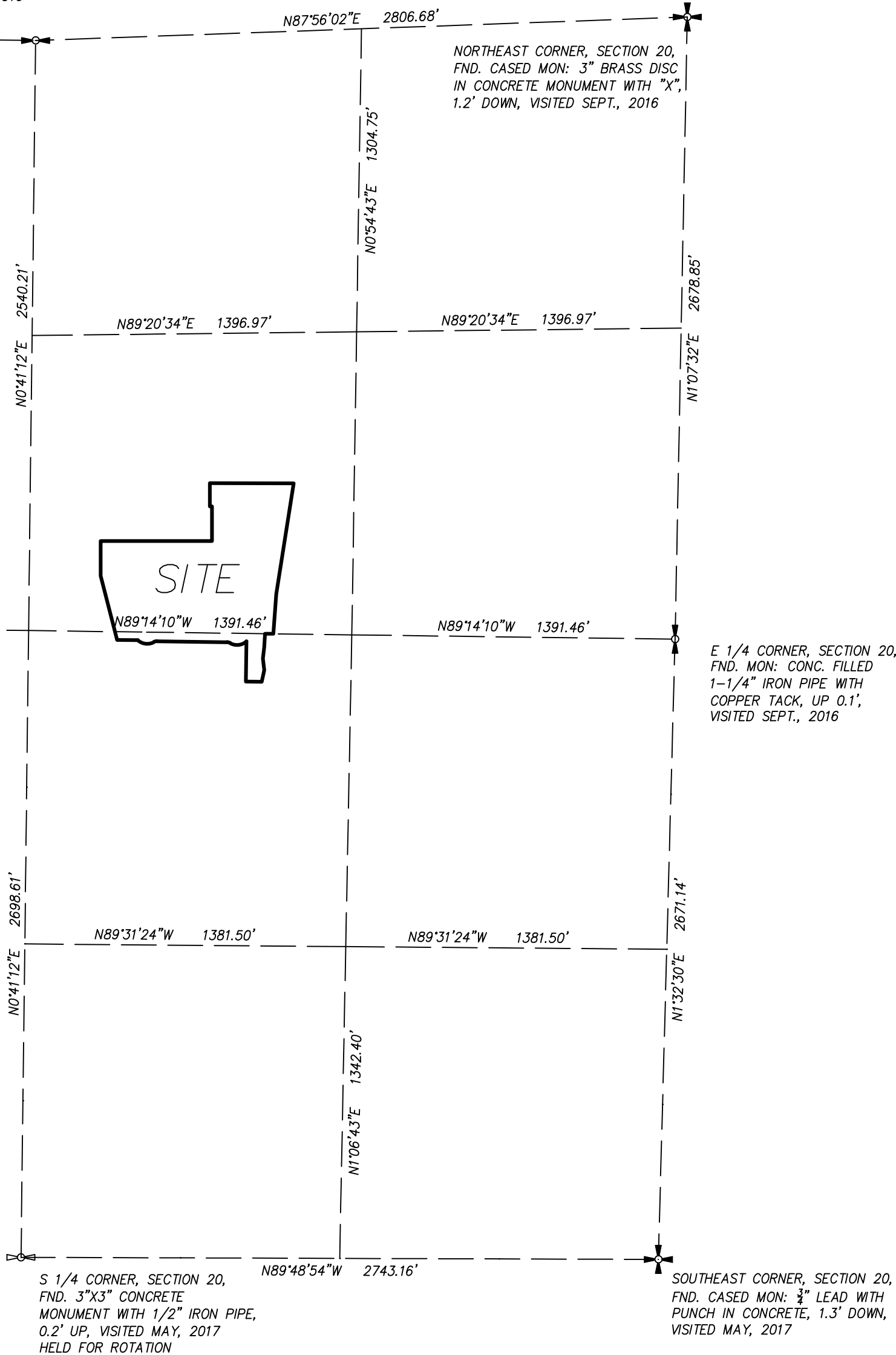
BASIS OF BEARING: THE FOUND MONUMENTS AT THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, TAKEN AS NORTH 00°41'12" EAST. ASSUMED DATUM



W 1/4 CORNER, SECTION 20,
FND. CASED MON: CONC. FILLED
FILLED 2.75" BRASS DISK
WITH PUNCH, LS 19645, 0.4'
DOWN, VISITED MAY, 2017



N 1/4 CORNER, SECTION 20,
FND. CASED MON: CONC. FILLED
2" IRON PIPE WITH COPPER TACK,
0.8' DOWN, VISITED SEPT., 2016
(HELD FOR POSITION)



SECTION BREAKDOWN

REFERENCES:

- (R1) PLAT OF RIDGELAND ESTATES, AFN 200602215094
(R2) PLAT OF CEDARHOME ESTATES, AFN 200504145430



RESTRICTIONS AND CONDITIONS

1. NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR NEW SUBDIVISION OR SHORT SUBDIVISION, EXCEPT TRACT 200, THE FUTURE DEVELOPMENT TRACT.
2. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.
3. ALL IMPACT AND PLANT INVESTMENT FEES ARE PAYABLE PRIOR TO BUILDING PERMIT ISSUANCE ACCORDING TO THE CITY FEE SCHEDULE IN EFFECT AT THE TIME OF PAYMENT.
4. THE LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE CEDARHOME WATER BENEFIT AREA FEE. FEE AMOUNTS SHALL BE DETERMINED BASED ON THE CITY OF STANWOOD MUNICIPAL CODE 12.06.013. THESE FEES SHALL BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE.

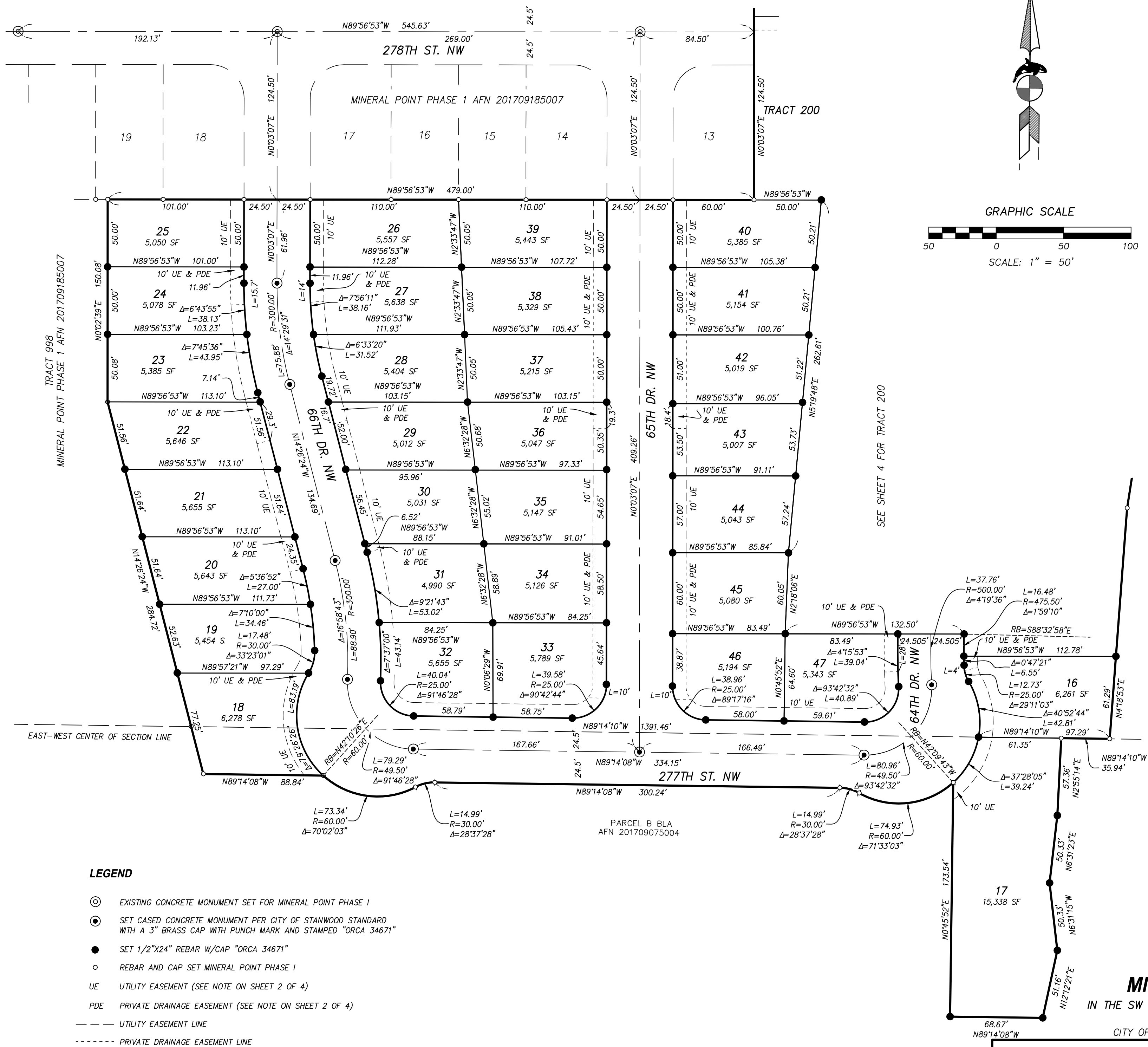
PLAT OF
MINERAL POINT PHASE II
IN THE SW 1/4 OF THE NE 1/4 & NW 1/4 OF THE SE 1/4
OF SECTION 20, T.32N., R.4E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

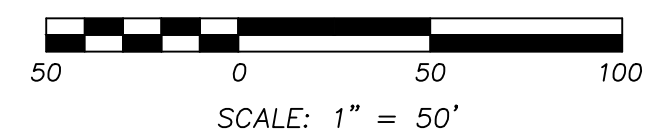
ORCA Land Surveying
3605 COLBY AVENUE, EVERETT, WA 98201
425-259-3400 FAX: 425-258-1616



JOB NO. 2017-091
DATE: 12/01/2017
DWG BY: JMS
F.B. 1611, P. 40
SHEET 2 of 4

AFN_____





- EXISTING CONCRETE MONUMENT SET FOR MINERAL POINT PHASE I
- SET CASED CONCRETE MONUMENT PER CITY OF STANWOOD STANDARD WITH A 3" BRASS CAP WITH PUNCH MARK AND STAMPED "ORCA 34671"
- SET 1/2"x24" REBAR W/CAP "ORCA 34671"
- REBAR AND CAP SET MINERAL POINT PHASE I

UE UTILITY EASEMENT (SEE NOTE ON SHEET 2 OF 4)



IN THE SW 1/4 OF THE NE 1/4 & NW 1/4 OF THE SE 1/4
OF SECTION 20, T.32N., R.4E., W.M.
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

JOB NO. 2017-091
DATE: 12/01/2017
DWG BY: JMS
F.B. 1611, P. 40
SHEET 4 of 4



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 10e

DATE: May 10, 2018

SUBJECT: Interlocal Agency Cooperation Agreement for Conservation Future Grant – Ovenell Property

CONTACT PERSON: Ryan C. Larsen, City Administrator

ATTACHMENTS: A - Interlocal Agreement Conservation Futures

ISSUE

The issue in front of the City Council is to authorize the mayor to sign an Interlocal Cooperation Agreement (Attachment A) with Snohomish County for the acquisition of the Johnson Farm property using Conservation Futures funds.

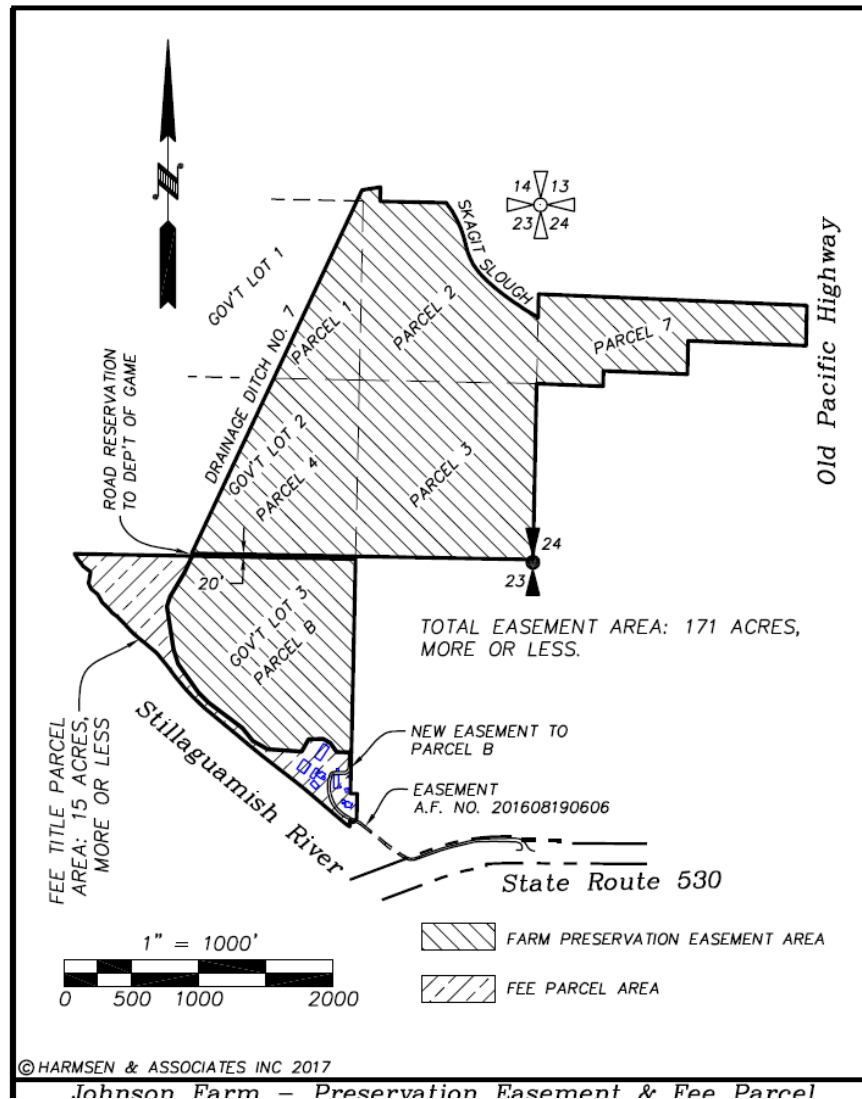
RECOMMENDATION

1. City staff recommends the Council authorize the mayor to sign the Interlocal Agreement with Snohomish County for the acquisition of the Johnson Farm property using Conservation Futures funds.

SUMMARY STATEMENT

The City requested \$500,000 to acquire approximately 15 acres (Figure 1 – New Parcel B) including resource lands, farm buildings, dike and levee system, and a 172 acre farmland preservation easement (Figure 1 – Remainder of Hatched Area) on the Johnson Family Farm property located at the confluence of the Stillaguamish River and Skagit Bay and north of SR532 and the Ovenell Property.

FIGURE 1



The city has been working closely with area partners including the Stillaguamish Tribe, Department of Fish and Wildlife and local farmers to acquire the Johnson Family Farm. The property is a high priority for habitat protection because of its proximity to Skagit Bay. The property presents an opportunity to acquire and manage replacement lands for estuary restoration projects for farmed waterfowl forage, walk-in hunting and wildlife viewing. The proposed 172 acre farmland preservation easement will preserve and protect high value agricultural land. In addition, acquisition of the dike and levee system will ensure long-term flood protection for the City of Stanwood and surrounding property owners.

This is a “multi-benefit” project protecting resource lands, preserving farmland, providing flood protection and promoting recreation.

The City Council directed staff to submit a grant application with the Snohomish Conservation Futures Board to purchase approximately 15 acres of property adjacent to the Stillaguamish River and to secure a 172 acre farmland preservation easement from the Johnson family at their February 9, 2017 meeting.

DISCUSSION

City staff submitted the application to the Conservations Futures program in February 2017 and was award the \$500,000 the city initially asked for and the match of \$200,000 by the city. In May of 2017 staff began the process of negotiating with the Johnson's to purchase the property and on December 14, 2017 the Council authorized the mayor to sign the purchase and sales agreement (PSA) with the Johnson's. The city has until June 29, 2018 to complete the acquisition of the Johnson Farm.

Since the signing of the PSA, staff has been working on the necessary feasibility studies (Environmental Assessment Phase I, BLA, several easements, appraisals, and the final Interlocal Agreement).

Now that we have all of the major easements about completed, the city needs to authorize the mayor to sign the Interlocal Agreement (ILA). The ILA was dependent on the completion of both the conservation easement for the 15 acres the city is purchasing and the 172 acre farm preservation easement (no land purchase). These will be attached to the ILA.

FISCAL IMPACT

The City Council has already authorized the mayor to sign the PSA for \$500,000 for the 15 acres and \$185,000 for the farmland preservation easement. This request is not asking for Council to authorize any additional funds.

COUNCIL OPTIONS

1. Authorize the mayor to sign an Interlocal Cooperation Agreement (ILA) (Attachment A) with Snohomish County for the acquisition of the Johnson Farm property using Conservation Futures funds. This alternative indicates the city council is still wanting to move forward with purchasing the property.
2. Do not authorize the mayor to sign an Interlocal Cooperation Agreement (ILA) with Snohomish County to accept Conservation Futures funding to purchase the Johnson Farm property and direct staff to areas of concern. This alternative indicates the City Council has questions or concerns that need to be addressed before making a final decision.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL COOPERATION AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO IN ATTACHMENT "A" WITH SNOHOMISH COUNTY FOR THE ACQUISITION OF THE JOHNSON FARM PROPERTY USING CONSERVATION FUTURES FUNDS.

ATTACHMENT A

INTERLOCAL COOPERATION AGREEMENT BETWEEN SNOHOMISH COUNTY, THE CITY OF STANWOOD, WASHINGTON, AND PCC FARMLAND TRUST CONCERNING ACQUISITION OF PROPERTY AND PURCHASE OF AGRICULTURAL EASEMENT WITH CONSERVATION FUTURES FUNDS

RECITALS

A. Snohomish County manages a Conservation Futures funding program pursuant to RCW 84.34.200 et seq. and Chapter 4.14 Snohomish County Code; and

B. Cities and towns located in Snohomish County, nonprofit historic preservation corporations, and nonprofit nature conservancy corporations or associations as such are described in RCW 84.34.210 are eligible to apply to Snohomish County for resources to fund acquisition of interests or rights in real property located within Snohomish County that meet the conservation criteria described in RCW 84.34.210 et seq.

The City of Stanwood applied for resources from the Snohomish County Conservation Futures funding program to purchase, in fee title, 15 acres of the 186 acre farm known as the Johnson Family Farm property outside the City of Stanwood. The 15 acres to be acquired in fee title (hereinafter referred to as the "Property") currently includes a house, barns and outbuildings. A Conservation Easement ("Easement") will be granted by the City of Stanwood to Snohomish County to protect, preserve, maintain, improve, restore, and limit future use of or otherwise conserve the Property as open space pursuant to chapter 84.34 RCW.

The City of Stanwood also applied for resources from the Snohomish County Conservation Futures Property Tax Fund to purchase an Agricultural Conservation Easement for the remaining 171 acres of the Johnson Family Farm to be held by PCC Farmland Trust (hereinafter referred to as the "Agricultural Easement").

C. The Snohomish County Conservation Futures Program Advisory Board, at their April 5, 2017 meeting continuation, recommended, by motion, that the Snohomish County Council award the City of Stanwood Five Hundred thousand and 00/100 Dollars (\$500,000) from the Snohomish County Conservation Futures Property Tax Fund for the City of Stanwood to purchase the 15 acre Property in fee and to purchase the Agricultural Easement to be granted to PCC Farmland Trust.

D. Whereas, on April 25th, 2017, the Snohomish County Council, by Motion No. 17-125, approved the purchase of the Property and Agricultural Easement by the City of Stanwood and awarded \$500,000 from the Snohomish County Conservation Futures Property Tax Fund for that purpose.

NOW, THEREFORE, this Interlocal Cooperation Agreement (the "AGREEMENT") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the "COUNTY"); the City of Stanwood, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"); and PCC Farmland Trust, a Washington nonprofit corporation ("PCCFT") under authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. For and in consideration of the mutual promises set out below, the parties agree as follows:

I. GENERAL CONDITIONS

1.1. Identification of Property. The Property to be acquired in fee title is located in the County of Snohomish, Washington, and is generally legally described in Exhibit A attached hereto and incorporated by this reference.

1.2. Identification of the Easement. The Easement shall be perpetual and located over, under, along, across and through the Property legally described in Exhibit A attached hereto and incorporated herein by this reference, and shall be appurtenant to that property and shall be held in gross. The Easement is attached hereto as Exhibit B and is incorporated herein by this reference.

1.3. Purpose of Property Acquisition. The Property is to be acquired for the purpose of conserving open spaces and areas as authorized by RCW 84.34.200 et seq., and for conservation and for passive, public recreation.

1.4. Purpose of Agricultural Easement Acquisition. The Agricultural Easement is to be acquired for the purpose of resource preservation as farm and agricultural land as authorized by RCW 84.34.200 et seq. The land to be subjected to the Agricultural Easement is legally described in Exhibit C. The form of the Agricultural Easement is attached hereto as Exhibit D.

1.5. Duration. This AGREEMENT shall become effective when approved by the governing bodies of all parties pursuant to RCW 39.34.030(2) and executed by all parties and posted on-line through the Snohomish County Council in accordance with Chapter 39.34 RCW. If the Property and the Agricultural Easement are acquired within the time frame provided in 2.1(a) below, this AGREEMENT shall be in effect perpetually, subject to any amendments agreed to in writing by the parties. If the Property and the Agricultural Easement are

not acquired within the time frame provided in 2.1(a) below, this AGREEMENT shall be terminated; provided however, that the COUNTY and CITY may mutually agree in writing prior to the termination date, upon an extension of time.

1.6. Amendments. This AGREEMENT shall constitute the full and complete AGREEMENT of the parties and may be amended only by written agreement of the parties, executed in the same manner as provided by the Interlocal Cooperation Act, Chapter 39.34 RCW, governing the execution of this AGREEMENT.

II. DUTIES OF THE PARTIES

1.1. Duties of the CITY and PCCFT.

a. The CITY shall acquire the Property within eighteen (18) months of the effective date of this AGREEMENT and upon closing maintain, operate and conserve the Property for open space and passive park purposes. The CITY shall undertake all reasonable efforts to acquire the Property but if the owner of is not a willing seller, the CITY shall not utilize the power of eminent domain to acquire the Property.

b. Immediately following acquisition of the Property by the CITY and the Agricultural Easement by PCCFT, the CITY shall execute and record an instrument conveying the Easement to the COUNTY in the form attached hereto and incorporated by this reference as Exhibit B.

c. The CITY shall forward a copy of the recorded deed conveying the Property and a copy of the executed Easement for the Property to the COUNTY as soon as the same are returned from the Snohomish County Auditor.

d. The CITY must submit an annual report to the COUNTY on February 1st of each subsequent year detailing all on-going requirements of this AGREEMENT.

e. PCCFT shall acquire the Agricultural Easement within 18 months of the Effective Date of this Agreement. The Agricultural Easement to be acquired is attached hereto as Exhibit D and incorporated by this reference. The CITY and PCCFT shall undertake all reasonable efforts to arrange for PCCFT's acquisition of the Agricultural Easement. The City shall forward a copy of the recorded Agricultural Easement to the COUNTY and PCCFT as soon as the same is returned from the Snohomish County Auditor. Following acquisition of the Agricultural Easement by PCCFT, PCCFT shall be responsible for compliance with the requirements of Chapter 84.34 RCW.

- f. The CITY shall provide an identifying sign, the size and design of which shall be approved by the Snohomish County Department of Parks and Recreation, at the entrance to the Property which shall be in plain sight in perpetuity, listing SNOHOMISH COUNTY as a participant in the acquisition of the Property, through the Snohomish County Conservation Futures Program.
- g. The CITY shall fund any improvements that are made to the Property from revenue sources other than Conservation Futures Program Funds and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et seq. and the Easement.
- h. The CITY shall submit to the COUNTY a long-term maintenance plan for the Property and any improvements within three (3) months of the completed Property acquisition.
- i. The CITY shall pay to the COUNTY at the end of each calendar year a pro-rata share of any income the CITY has realized from the Property, less the CITY's costs of operation and maintenance of all the properties acquired with Conservation Futures funding. The COUNTY'S pro-rata share will be equal to the percentage of the cost of acquisition funded by the COUNTY pursuant to this AGREEMENT, which percentage is 67%. This information shall be submitted as part of the February 1st annual report to the Department of Parks and Recreation.
- j. The CITY shall pay to the COUNTY, upon sale of any of the CITY's interest in the Property, or any portion thereof, a pro-rata share of any net consideration received, less the costs of improvements funded by the CITY. The pro-rata share will be equal to the percentage of the cost of acquisition funded by the COUNTY pursuant to this AGREEMENT, which percentage is 67%.

2.2. Duties of the COUNTY. The COUNTY shall provide financial assistance to the CITY in the amount of up to \$500,000 from the Conservation Futures Fund for the acquisition of the Property and the Agricultural Easement. Payment shall be made within ten (10) days of COUNTY receipt of a CITY invoice submitted with documentation of imminent purchase of the Property and the Agricultural Easement and transfer of title, provided the CITY has complied with all of the terms of the AGREEMENT. In no event shall the COUNTY be obligated to provide any payment to the CITY in excess of the actual purchase price of the Property and the Agricultural Easement.

III. ADDITIONAL DUTIES AND OBLIGATIONS OF THE PARTIES

3.1. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this AGREEMENT, including, but not limited to, laws against discrimination.

3.2. Records, Inspections and Audits. The CITY will keep such full and detailed accounts as may be necessary for proper financial management under this AGREEMENT. The COUNTY may, at its sole discretion, from time to time whether before or after acquisition of the Property or termination of this AGREEMENT inspect all books and records and other materials related to any matters covered by this AGREEMENT and not otherwise privileged, belonging to the CITY or any contractor related to the acquisition of the Property, or to elect to have an audit conducted to verify acquisition-related costs through the date of the acquisition. Such books, records and other materials shall be made available for COUNTY inspection during regular business hours within a reasonable time of the request. If the COUNTY elects to conduct such an audit, it will give notice to the CITY, and such audit will be conducted as soon as is reasonably feasible thereafter, but COUNTY payments to the CITY (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the COUNTY, and the COUNTY will, except as provided herein, pay the cost of such audit. The CITY agrees to cooperate with the auditor and to make available for examination at its principal office all of its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the cost of acquiring the Property, then the CITY will pay the cost of the audit, not to exceed \$10,000.

The CITY will preserve all records for a period of seven years after the COUNTY's final payment under this AGREEMENT; provided, however, that if at any time prior to the expiration of seven years after such final payment, the CITY proposes to dispose of any documents materially related to the acquisition of the Property, then the CITY will deliver the same to the COUNTY for disposition by the COUNTY.

The COUNTY may at all times enter the Property to determine the CITY's compliance with the terms and conditions of this Agreement or to post notices. Any person or persons who may have an interest in the purposes of the COUNTY's visit may accompany the COUNTY.

The CITY acknowledges and agrees that its obligations under this section 3.2 of this AGREEMENT will survive termination of this AGREEMENT.

3.3. Taxes. The CITY agrees to pay on a current basis all taxes or assessments levied on its Property related activities and the Property; PROVIDED, however, that nothing contained herein will modify the CITY's right to contest any such tax, and the

CITY will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes.

3.4. Permits and Licenses. The CITY will obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Property.

3.5. Risk of Loss. All of the CITY's personal property of any kind or description whatsoever, or that of its employees, agents, contractors, and/or invitees placed on the Property shall be at the CITY's sole risk, and the COUNTY will not be liable for any damage done to, or loss of, such personal property.

3.6. Funding. Any obligations of the COUNTY beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this AGREEMENT in accordance with its Charter and applicable law.

3.7 Public Records Act.

a. This AGREEMENT and all public records associated with this AGREEMENT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CITY are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CITY agrees to make them promptly available to the COUNTY. If the CITY considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CITY shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CITY and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CITY (a) of the request and (b) of the date that such information will be released to the requester unless the CITY obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CITY fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CITY to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CITY for releasing records not clearly identified by the CITY as confidential or proprietary. The COUNTY shall not be liable to the CITY for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

b. This AGREEMENT and all public records associated with this AGREEMENT shall be available from the CITY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the COUNTY are needed for the CITY to respond to a request under the Act, as determined by the CITY, the COUNTY agrees to make them promptly available to the CITY. If the COUNTY considers any portion of any record provided to the CITY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the COUNTY shall clearly identify any specific information that it claims to be confidential or proprietary. If the CITY receives a request under the Act to inspect or copy the information so identified by the COUNTY and the CITY determines that release of the information is required by the Act or otherwise appropriate, the CITY's sole obligations shall be to notify the COUNTY (a) of the request and (b) of the date that such information will be released to the requester unless the COUNTY obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the COUNTY fails to timely obtain a court order enjoining disclosure, the CITY will release the requested information on the date specified.

The CITY has, and by this section assumes, no obligation on behalf of the COUNTY to claim any exemption from disclosure under the Act. The CITY shall not be liable to the COUNTY for releasing records not clearly identified by the COUNTY as confidential or proprietary. The CITY shall not be liable to the COUNTY for any records that the CITY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

IV. HOLD HARMLESS AND INDEMNIFICATION.

a. The CITY shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this AGREEMENT and all use of any improvements it may place on the Property. The CITY shall hold harmless, indemnify and defend the COUNTY, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and this AGREEMENT; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees or agents.

b. PCCFT shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of PCCFT's activities under this AGREEMENT and all use of any improvements it may place on the Property. PCCFT shall hold harmless,

indemnify and defend the COUNTY and the CITY, their officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and this AGREEMENT; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the COUNTY or CITY, their elected and appointed officials, officers, employees or agents.

V. ADDITIONAL TERMS

5.1. Governing Law and Stipulation of Venue. This AGREEMENT shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this AGREEMENT must be brought in Snohomish County, Washington. In the event that a lawsuit is instituted to enforce any provision of this AGREEMENT, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

5.2. Rights and Remedies. The rights and remedies of the Parties to this AGREEMENT are in addition to any other rights and remedies provided by law except as otherwise provided in this AGREEMENT.

5.3. No Third Party Rights. It is understood and agreed that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this AGREEMENT on any persons other than the Parties.

5.5. Binding on Successors. All of the terms, provisions and conditions of this AGREEMENT will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

5.6. No Waiver. Payment by COUNTY under this AGREEMENT shall not constitute a waiver by COUNTY of any claims it may have against the CITY or PCCFT for any breach of this AGREEMENT or for failure of CITY or PCCFT to perform the work or actions, as specified in this AGREEMENT. Forbearance of the rights of the parties under this AGREEMENT will not constitute waiver of entitlement to exercise their respective rights as to any future acts or omissions by the offending party.

5.7. No Employee Relationship.

In performing work and services pursuant to this AGREEMENT, the CITY, its, employees, consultants, agents, and representatives shall be acting as agents of the

CITY and shall not be deemed or construed to be employees or agents of the COUNTY in any manner whatsoever. The CITY shall not hold itself out as, nor claim to be, an officer or employee of the COUNTY and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of COUNTY. The CITY shall be solely responsible for any claims for wages or compensation by the CITY's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold COUNTY harmless therefrom.

5.8 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this AGREEMENT, the text or main body of this AGREEMENT shall prevail.

5.9 Execution in Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same AGREEMENT.

5.10 Severability. If any provision of this AGREEMENT or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this AGREEMENT and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

5.11 No Assignment. This AGREEMENT shall not be assigned, either in whole or in part, by any party without the express written consent of the other parties, which may be granted or withheld in each such party's sole discretion. Any attempt to assign this AGREEMENT in violation of the preceding sentence shall be null and void and shall constitute a Default under this AGREEMENT.

5.12 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this AGREEMENT on behalf of the party for whom he or she purports to sign this AGREEMENT.

5.13 No Joint Venture. Nothing contained in this AGREEMENT shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

VI. DISPUTES.

The Parties agree to use their best efforts to resolve disputes and other matters arising out of this Agreement or the ongoing administration of this AGREEMENT. If a dispute arises, then (i) within ten (10) business days of a written request by any Party to this agreement, the CITY's, COUNTY'S and PCCFT's designated representatives shall meet

Leonard Kelly Date
Mayor

PCC FARMLAND TRUST:

By: _____ Date _____
Its: _____

APPROVED AS TO FORM:

Attest:

Deputy Prosecuting Attorney Date

City Clerk

APPROVED AS TO FORM:

City Attorney _____ Date _____

EXHIBIT A
THE "PROPERTY"

**LEGAL DESCRIPTION OF
PROPERTY SUBJECT TO THE EASEMENT**

New Parcel A – PFN no. _____

A tract of land out of Government Lot 4, Section 23, Township 32 North, Range 3 East of the Willamette Meridian, in Snohomish County, Washington, lying Westerly of lands conveyed to Great Northern Railway Company by deeds recorded May 18, 1965, under Auditor's File Numbers 1780117, 1781531, 1781532, 1781533, 1781534 and 1781535, records of Snohomish County, Washington and by Judgment and Decree of Appropriation in Superior Court Cause No. 82547 and Northerly of a private road running approximately 110 feet Northeasterly of and parallel with the meander line marking the Southerly boundary of said Government Lot 4, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°05'22" West along the West line of said Government Lot 4 a distance of 420.38 feet to the True Point of Beginning;
Thence continuing South 01 ° 05'22" West a distance of 94.0 feet;
thence South 88°54'38" East a distance of 25.0 feet;
Thence South 01°05'22" West a distance of 121.39 feet;
Thence North 41°19' East a distance of 38.8 feet;
Thence North 01°05'22" East a distance of 185.4 feet to the Westerly margin of the aforesaid lands conveyed to Great Northern Railway Company;
Thence North 88 ° 54'38" West a distance of 50.13 feet to the True Point of Beginning;

TOGETHER WITH that portion of Government Lot 4, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°14'33" West, along the West line thereof, a distance of 420.38 feet to the Northwest corner of the Glen Johnson parcel;
Thence continue South 01°14'33" West, along said West line, a distance of 94.00 feet to the True Point of Beginning;
Thence South 88°45'27" East, at right angles to said West line, a distance of 25.00 feet;
Thence South 01°14'33" West, parallel with said West line, a distance of 121.39 feet;
Thence North 66°11'15" West, on the Northwesterly extension of the Southerly line of the Northwest Pipeline parcel, a distance of 27.07 feet to a point on the West line of said Government Lot 4 which is 111.00 feet South of the True Point of Beginning.

Thence North 01°14'33" East, along said West line, a distance of 111.00 feet to the True Point of Beginning;

ALSO TOGETHER WITH that portion of Government Lot 3, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West, along the East line thereof, a distance of 1443.95 feet to the True Point of Beginning;

Thence North 88°45'27" West a distance of 108.02 feet;

Thence North 35°22'35" West a distance of 84.03 feet;

Thence North 60°18'20" West a distance of 62.27 feet;

Thence South 87°54'05" West a distance of 108.77 feet;

Thence South 29°03'46" West a distance of 105.06 feet;

Thence North 85°39'29" West a distance of 255.66 feet;

Thence North 60°47'21" West a distance of 123.42 feet;

Thence North 39°15'04" West a distance of 125.46 feet;

Thence North 52°52'47" West a distance of 312.68 feet;

Thence North 45°11'10" West a distance of 111.08 feet;

Thence North 35°26'21" West a distance of 258.68 feet;

Thence North 17°03'12" West a distance of 118.49 feet;

Thence North 08°46'20" West a distance of 319.68 feet;

Thence North 18°23'08" East a distance of 77.40 feet;

Thence North 30°39'59" East a distance of 210.36 feet;

Thence North 25°21'55" East a distance of 135.20 feet to a point on the North line of said Government Lot 3 which bears North 88°56'15" West a distance of 1216.01 feet from the Northeast corner thereof;

Thence North 88°56'15" West a distance of 877 feet, more or less, to the line of ordinary high tide of the Stillaguamish River;

Thence Southeasterly, along said line of ordinary high tide, to the East line of said Government Lot 3;

Thence North 01°14'33" East, along said East line, a distance of 554 feet, more or less, to the True Point of Beginning;

SUBJECT TO an easement for farm access over a 20.00 foot wide strip of land lying 10.00 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West a distance of 1936.83 feet to the True Point of Beginning of said centerline;

Thence North 63°25'26" West a distance of 19.59 feet to a point of curvature to the right having a radius of 250.00 feet;

Thence Northwesterly, along said curve, an arc distance of 224.75 feet and consuming a central angle of 51°30'35";

Thence North $11^{\circ}54'51''$ West a distance of 11.03 feet to a point of curvature to the right having a radius of 225.00 feet;
Thence Northerly, along said curve, an arc distance of 136.31 feet and consuming a central angle of $34^{\circ}42'43''$ to a point of compound curvature to the right having a radius of 25.00 feet;
Thence Westerly, along said curve, an arc distance of 29.87 feet and consuming a central angle of $68^{\circ}26'42''$;
Thence South $88^{\circ}45'27''$ East a distance of 68.60 feet to a point of curvature to the left having a radius of 45.00 feet;
Thence Northerly, along said curve, an arc distance of 70.69 feet and consuming a central angle of $90^{\circ}00'00''$ to a point which is 10.00 feet West of, when measured at right angles to, said East line of Government Lot 3;
Thence North $01^{\circ}14'33''$ East, parallel with said East line, a distance of 110.01 feet to the North line of the herein described New Parcel A and the terminus of said centerline.

The sidelines of said strip shall be lengthened or shortened as necessary to be continuous and to terminate at the above described property boundaries.

TOGETHER WITH an easement for ingress and egress as described in document recorded under Auditor's File No. 201608190606.

Situate in Snohomish County, Washington.

Contains 15 acres, more or less.

SUBJECT TO the following exceptions to title which are hereby accepted by Grantee and which shall not be deemed to breach the terms of this Grant of Conservation Easement:

Lease from City of Stanwood to Roger D. Johnson for a portion of the subject property.

Easement Agreement for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Diking and Drainage District No. 7

Purpose: Dike

Recording Date: August 30, 1946

Recording No.: 822047

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County

Purpose: Electric transmission and/or distribution line
Recording Date: January 11, 1966
Recording No.: 1837079

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso Natural Gas Company
Purpose: Pipe line and appurtenances
Recording Date: May 9, 1969
Recording No.: 2092129

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Cascade Natural Gas Corporation
Purpose: Pipeline or pipelines and appurtenances
Recording Date: September 12, 1968
Recording No.: 2112699

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso Natural Gas Company
Purpose: Pipe line and appurtenances
Recording Date: January 4, 1971
Recording No.: 2179159

Consent to Easement has been recorded under recording no. 2231503.
The exact location and extent of said easement is not disclosed of record.

Release of Damage Agreement including the terms, covenants and provisions thereof

Between: Stanley R. Ovenell, et al
And: Great Northern Railway Company
Recording Date: May 12, 1965
Recording No.: 1780117, 1781531, 1781532, 1781533, 1781534, 1781535 and 1781536

Releasing Great Northern Railway Company from all future claims for damages resulting from construction and operation of a line of railway, and filling and destruction of all ditches and other improvements.

Access Easement and the terms and conditions thereof:

Recording Date: August 19, 2016

Recording No.: 201608190606

Any adverse claim based upon the assertion that:

- a. Some portion of said Land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.
- b. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Stillaguamish River or has been formed by accretion to any such portion.

Any question that may arise due to shifting or change in the course, boundaries or high water line of Stillaguamish River or due to prior shifting or changing of the course, boundaries or high water line; and rights of the State of Washington in and to that portion of said Land, if any, lying in the bed or former bed of Stillaguamish River.

Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

Boundary Line Correction between Johnson Family Farm Limited Partnership and Ovenell Farm Family Trust recorded under recording no. 201608190607.

Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Affidavit of Boundary Line Adjustment:

Recording No: _____

Matters disclosed by survey recorded under Snohomish County Auditor’s file no.
_____.

Farming Access Easement Agreement

Granted to: Johnson Farms Family Limited Partnership and Roger D. Johnson

Purpose: Farm Access

Recording Date: _____

Recording No.: _____

After Recording Return to:
Assistant Clerk
Snohomish County Council
3000 Rockefeller Avenue MS 609
Everett, WA 98201

EXHIBIT B

Document Title: Grant of Conservation Easement

Reference Numbers:

Grantor: City of Stanwood, a municipal corporation of the State of Washington

Grantee: Snohomish County, a political subdivision of the State of Washington

Abbreviated Legal Description: Ptn. Gov't Lot 4 and Gov't Lot 3, 23-32-3 Add'l on p. 16-18

Assessor's Property Tax Parcel No.: _____ **(to be assigned after BLA)**

GRANT OF CONSERVATION EASEMENT

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this ____ day of _____, 2018, by the City of Stanwood, a municipal corporation of the State of Washington (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

RECITALS

A. WHEREAS, Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), which consists of approximately 15 acres of land, located on tax parcel(s) _____ **(to be assigned after BLA)**, Snohomish County, Washington; and

B. WHEREAS, Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances; and

C. WHEREAS, Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and

D. WHEREAS, the Protected Property possesses significant long-term natural and open space values ("Conservation Values") of great importance to the people of Snohomish County for passive recreation; and

E. WHEREAS, this Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. WHEREAS, the Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. WHEREAS, to document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the "Baseline Documentation") that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. WHEREAS, Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. WHEREAS, this Conservation Easement is being purchased with funds provided, in part, by the County's Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land;

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar (\$1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. Grant. Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. Purpose. The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

- A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property;
- B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.
- C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.
- D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.
- E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third party rights of enforcement.

IV. Permitted Uses and Activities.

- A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.
- B. Except as otherwise specifically provided herein, any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, access roads, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds, restoration projects and associated parking for all of the aforementioned activities and uses. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles except in connection with dike maintenance and boat launch activities, swimming pools, and recreation centers.
- C. Nothing herein precludes the Grantor from retaining, maintaining, improving, replacing, demolishing, removing and/or remediating the existing improvements on the property as of the date of this Conservation Easement. Grantor shall be permitted to lease the existing improvements and retain the rental income to be applied to properties acquired with Conservation Futures funding. The residential and/or farm use of the existing improvements is

expressly permitted. Lease of the existing improvements for any other purpose inconsistent with this Conservation Easement is prohibited.

V. Prohibited Uses and Activities. Except as specifically permitted under Section IV above, neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

- A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV;
- B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section except as permitted under Section IV;
- C. Mining or extraction of soil, sand, gravel, oil, natural gas or other minerals;
- D. Dumping or accumulation of trash or refuse;
- E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement, those associated with the rental or use of the improvements existing on the conservation easement property on the date of closing, and those authorized under the Farming Access Easement Agreement in favor of the adjacent Johnson Farm property conveyed concurrently with and as a condition of Grantor's acquisition of the Conservation Easement property; and
- F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

- A. Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.

- B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.
- C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than 45 days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

- A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.
- B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

VIII. Proceeds. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

IX. Transfer or Assignment of the Conservation Easement. This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.

X. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

- A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.
- B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XI. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

- A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.
- B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a

waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation to show a change of conditions.

- C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.
- D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.
- F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

- G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

- A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;
- B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;
- C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

XIII. Recordation. Grantee shall record this instrument in the Office of the Snohomish County Auditor and may re-record it at any time.

XIV. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party under the terms of this Conservation Easement shall be in writing and either served at or mailed to:

Grantee: Snohomish County
County Executive Office
3000 Rockefeller Avenue, M/S #407
Everett, WA 98201

Grantor(s): City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

or to such other address as any party from time to time shall designate by written notice to others.

XV. General Provisions.

- A. Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Snohomish County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Conservation Values of the Protected Property.
- B. Controlling Law. The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Snohomish County Superior Court.
- C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.

- D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.
- E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.
- F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.
- G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.
- I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.
- J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XVI. Environmental Compliance.

- A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

- B. Grantor further represents and warrants that to the best of Grantor's knowledge: (a) there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance; (b) there is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values or Conservation Zone; (c) no civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.
- C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

CITY OF STANWOOD

By: LEONARD KELLEY, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____, certify that I know or have satisfactory evidence that Leonard Kelley is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it as the Mayor of the CITY OF STANWOOD to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

Attest:

City Clerk

APPROVED AS TO FORM

City Attorney Date

ACCEPTED BY GRANTEE:

On _____, 2018 the Snohomish County Council adopted Motion _____ authorizing the County Executive to accept the Conservation Easement, pursuant to RCW 64.04.130.

GRANTEE:
SNOHOMISH COUNTY

By: _____
DAVE SOMERS
Snohomish County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____, certify that I know or have satisfactory evidence that DAVE SOMERS is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it as the County Executive of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

APPROVED AS TO FORM:

Deputy Prosecuting Attorney Date

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO CONSERVATION EASEMENT

New Parcel A – PFN no. _____

A tract of land out of Government Lot 4, Section 23, Township 32 North, Range 3 East of the Willamette Meridian, in Snohomish County, Washington, lying Westerly of lands conveyed to Great Northern Railway Company by deeds recorded May 18, 1965, under Auditor's File Numbers 1780117, 1781531, 1781532, 1781533, 1781534 and 1781535, records of Snohomish County, Washington and by Judgment and Decree of Appropriation in Superior Court Cause No. 82547 and Northerly of a private road running approximately 110 feet Northeasterly of and parallel with the meander line marking the Southerly boundary of said Government Lot 4, more particularly described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°05'22" West along the West line of said Government Lot 4 a distance of 420.38 feet to the True Point of Beginning;
Thence continuing South 01 ° 05'22" West a distance of 94.0 feet;
thence South 88°54'38" East a distance of 25.0 feet;
Thence South 01°05'22" West a distance of 121.39 feet;
Thence North 41°19' East a distance of 38.8 feet;
Thence North 01°05'22" East a distance of 185.4 feet to the Westerly margin of the aforesaid lands conveyed to Great Northern Railway Company;
Thence North 88 ° 54'38" West a distance of 50.13 feet to the True Point of Beginning;

TOGETHER WITH that portion of Government Lot 4, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 01°14'33" West, along the West line thereof, a distance of 420.38 feet to the Northwest corner of the Glen Johnson parcel;
Thence continue South 01°14'33" West, along said West line, a distance of 94.00 feet to the True Point of Beginning;
Thence South 88°45'27" East, at right angles to said West line, a distance of 25.00 feet;
Thence South 01°14'33" West, parallel with said West line, a distance of 121.39 feet;
Thence North 66°11'15" West, on the Northwesterly extension of the Southerly line of the Northwest Pipeline parcel, a distance of 27.07 feet to a point on the West line of said Government Lot 4 which is 111.00 feet South of the True Point of Beginning.
Thence North 01°14'33" East, along said West line, a distance of 111.00 feet to the True Point of Beginning;

ALSO TOGETHER WITH that portion of Government Lot 3, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Commencing at the Northeast corner of said Government Lot 3;
Thence South 01°14'33" West, along the East line thereof, a distance of 1443.95 feet to the True Point of Beginning;
Thence North 88°45'27" West a distance of 108.02 feet;
Thence North 35°22'35" West a distance of 84.03 feet;
Thence North 60°18'20" West a distance of 62.27 feet;
Thence South 87°54'05" West a distance of 108.77 feet;
Thence South 29°03'46" West a distance of 105.06 feet;
Thence North 85°39'29" West a distance of 255.66 feet;
Thence North 60°47'21" West a distance of 123.42 feet;
Thence North 39°15'04" West a distance of 125.46 feet;
Thence North 52°52'47" West a distance of 312.68 feet;
Thence North 45°11'10" West a distance of 111.08 feet;
Thence North 35°26'21" West a distance of 258.68 feet;
Thence North 17°03'12" West a distance of 118.49 feet;
Thence North 08°46'20" West a distance of 319.68 feet;
Thence North 18°23'08" East a distance of 77.40 feet;
Thence North 30°39'59" East a distance of 210.36 feet;
Thence North 25°21'55" East a distance of 135.20 feet to a point on the North line of said Government Lot 3 which bears North 88°56'15" West a distance of 1216.01 feet from the Northeast corner thereof;
Thence North 88°56'15" West a distance of 877 feet, more or less, to the line of ordinary high tide of the Stillaguamish River;
Thence Southeasterly, along said line of ordinary high tide, to the East line of said Government Lot 3;
Thence North 01°14'33" East, along said East line, a distance of 554 feet, more or less, to the True Point of Beginning;

SUBJECT TO an easement for farm access over a 20.00 foot wide strip of land lying 10.00 feet on each side of the following described centerline:
Commencing at the Northeast corner of said Government Lot 3;
Thence South 01°14'33" West a distance of 1936.83 feet to the True Point of Beginning of said centerline;
Thence North 63°25'26" West a distance of 19.59 feet to a point of curvature to the right having a radius of 250.00 feet;
Thence Northwesterly, along said curve, an arc distance of 224.75 feet and consuming a central angle of 51°30'35";
Thence North 11°54'51" West a distance of 11.03 feet to a point of curvature to the right having a radius of 225.00 feet;
Thence Northerly, along said curve, an arc distance of 136.31 feet and consuming a central angle of 34°42'43" to a point of compound curvature to the right having a radius of 25.00 feet;
Thence Westerly, along said curve, an arc distance of 29.87 feet and consuming a central angle of 68°26'42";
Thence South 88°45'27" East a distance of 68.60 feet to a point of curvature to the left having a radius of 45.00 feet;
Thence Northerly, along said curve, an arc distance of 70.69 feet and consuming a central angle of 90°00'00" to a point which is 10.00 feet West of, when measured at right angles to, said East line of Government Lot 3;

Thence North 01°14'33" East, parallel with said East line, a distance of 110.01 feet to the North line of the herein described New Parcel A and the terminus of said centerline.

The sidelines of said strip shall be lengthened or shortened as necessary to be continuous and to terminate at the above described property boundaries.

TOGETHER WITH an easement for ingress and egress as described in document recorded under Auditor's File No. 201608190606.

Situate in Snohomish County, Washington.

Contains 15 acres, more or less.

SUBJECT TO the following exceptions to title which are hereby accepted by Grantee and which shall not be deemed to breach the terms of this Grant of Conservation Easement:

Lease from City of Stanwood to Roger D. Johnson for a portion of the subject property.

Easement Agreement for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Diking and Drainage District No. 7

Purpose: Dike

Recording Date: August 30, 1946

Recording No.: 822047

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County

Purpose: Electric transmission and/or distribution line

Recording Date: January 11, 1966

Recording No.: 1837079

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso Natural Gas Company

Purpose: Pipe line and appurtenances

Recording Date: May 9, 1969

Recording No.: 2092129

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Cascade Natural Gas Corporation

Purpose: Pipeline or pipelines and appurtenances

Recording Date: September 12, 1968

Recording No.: 2112699

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso Natural Gas Company

Purpose: Pipe line and appurtenances
Recording Date: January 4, 1971
Recording No.: 2179159

Consent to Easement has been recorded under recording no. 2231503.
The exact location and extent of said easement is not disclosed of record.

Release of Damage Agreement including the terms, covenants and provisions thereof
Between: Stanley R. Ovenell, et al
And: Great Northern Railway Company
Recording Date: May 12, 1965
Recording No.: 1780117, 1781531, 1781532, 1781533, 1781534, 1781535 and 1781536

Releasing Great Northern Railway Company from all future claims for damages
resulting from construction and operation of a line of railway, and filling and destruction
of all ditches and other improvements.

Access Easement and the terms and conditions thereof:
Recording Date: August 19, 2016
Recording No.: 201608190606

Any adverse claim based upon the assertion that:
a. Some portion of said Land is tide or submerged land, or has been created by artificial
means or has accreted to such portion so created.
b. Some portion of said Land has been brought within the boundaries thereof by an
avulsive movement of Stillaguamish River or has been formed by accretion to any
such portion.

Any question that may arise due to shifting or change in the course, boundaries or high
water line of Stillaguamish River or due to prior shifting or changing of the course,
boundaries or high water line; and rights of the State of Washington in and to that
portion of said Land, if any, lying in the bed or former bed of Stillaguamish River.

Any prohibition or limitation of use, occupancy or improvement of the Land resulting
from the rights of the public or riparian owners to use any portion which is now or was
formerly covered by water.

Paramount rights and easements in favor of the United States for commerce,
navigation, fisheries and the production of power.

Boundary Line Correction between Johnson Family Farm Limited Partnership and
Ovenell Farm Family Trust recorded under recording no. 201608190607.

Any unrecorded leaseholds, right of vendors and holders of security interests on
personal property installed upon the Land and rights of tenants to remove trade fixtures
at the expiration of the terms.

Covenants, conditions, restrictions, recitals, reservations, easements, easement
provisions, dedications, building setback lines, notes, statements, and other matters, if

any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Affidavit of Boundary Line Adjustment:

Recording No: _____

Matters disclosed by survey recorded under Snohomish County Auditor's file no.
_____.

Farming Access Easement Agreement

Granted to: Johnson Farms Family Limited Partnership and Roger D. Johnson

Purpose: Farm Access

Recording Date: _____

Recording No.: _____

EXHIBIT B

(BASELINE DOCUMENTATION)

- I. CURRENT CONDITIONS:** The Protected Property includes the residential and farm buildings for the former Johnson Farm property, including three houses built in 1901, 1945 and 1956, approximately 2,980 square feet, 624 square feet and 440 square feet in size, respectively. In addition, a detached garage approximately 384 square feet in size, a carport approximately 360 square feet in size, 3 barns, 5400 square feet, 2268 square feet and 720 square feet in size, respectively, and 3 pole buildings 6,000 square feet, 4000 square feet and 2720 square feet in size, respectively, are located on the property, together with other smaller auxiliary structures. The remainder of the Protected Property consists of a narrow strip of land adjacent to the Stillaguamish river running northwesterly to connect to a larger undeveloped area that is almost completely bisected by a channel leading to the river. A dike and drainage ditch run along the southerly boundary of the residential/farm building site, and continue along the northerly boundary of the strip leading to the undeveloped westerly portion of the Protected Property and along the easterly boundary of the westerly undeveloped area. A dirt access road is located atop the dike. The westerly undeveloped area is adjacent to a large parcel owned by the Washington State Department of Game.

II. PROPERTY DATA

- A. Present Use.** The residential/farm building area is used as a residence and for farm purposes associated with the adjacent Johnson Farm. The road atop the dike is used for access to the dike and the Washington State Department of Game property.
- B. Accessibility and Road Frontage.** The Protected Property has access by easement to State Route 532.
- C. Land Area.** Approximately 15 acres
- D. Land Shape.** Irregular, with larger parcels on the east and west connected by a narrow strip along the Stillaguamish River.
- E. Land Contour and Elevations.** The property is basically level with elevations ranging from 0 to 9 feet, with the higher elevations at the top of the dike.
- F. Minerals and Soil.**

G. Flood Zone Information. Located in Special Flood Hazard Area Zone (areas inundated by 100-year flood), the Resource Shoreline Environment and the Puget Sound Aquatic Shoreland Environment.

H. Flora. Native scrub flora.

I. Wetlands. The westerly portion of the property is bisected by a channel to the Stillaguamish River, and this area is within the 100-year flood plain.

III. PICTORIAL ASSESSMENT OF CURRENT SITE CONDITIONS

The following photographs of the Protected Property are not in recordable form and are available and on file with the City of Stanwood:

- Aerial photograph
-
-

Said photographs demonstrate current site conditions, features, typical flora, and impact of human development.

Aerial photograph of entire parcel:



Aerial photograph of residential and farm building site:



ment

EXHIBIT C
AGRICULTURE EASEMENT LEGAL DESCRIPTION

Total Area of Easement: 171 acres, more or less

Parcel B

That portion of Government Lot 3, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Beginning at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West, along the East line thereof, a distance of 1443.95 feet;

Thence North 88°45'27" West a distance of 108.02 feet;

Thence North 35°22'35" West a distance of 84.03 feet;

Thence North 60°18'20" West a distance of 62.27 feet;

Thence South 87°54'05" West a distance of 108.77 feet;

Thence South 29°03'46" West a distance of 105.06 feet;

Thence North 85°39'29" West a distance of 255.66 feet;

Thence North 60°47'21" West a distance of 123.42 feet;

Thence North 39°15'04" West a distance of 125.46 feet;

Thence North 52°52'47" West a distance of 312.68 feet;

Thence North 45°11'10" West a distance of 111.08 feet;

Thence North 35°26'21" West a distance of 258.68 feet;

Thence North 17°03'12" West a distance of 118.49 feet;

Thence North 08°46'20" West a distance of 319.68 feet;

Thence North 18°23'08" East a distance of 77.40 feet;

Thence North 30°39'59" East a distance of 210.36 feet;

Thence North 25°21'55" East a distance of 135.20 feet to a point on the North line of said Government Lot 3 which bears North 88°56'15" West a distance of 1216.01 feet from the Northeast corner thereof;

Thence South 88°56'15" East a distance of 1216.01 feet to said Northeast corner of said Government Lot 3 and the Point of Beginning;

TOGETHER WITH an easement for farm access over a 20.00 foot wide strip of land lying 10.00 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West a distance of 1936.83 feet to the True Point of Beginning of said centerline;

Thence North 63°25'26" West a distance of 19.59 feet to a point of curvature to the right having a radius of 250.00 feet;

Thence Northwesterly, along said curve, an arc distance of 224.75 feet and consuming a central angle of 51°30'35";

Thence North 11°54'51" West a distance of 11.03 feet to a point of curvature to the right having a radius of 225.00 feet;

Thence Northerly, along said curve, an arc distance of 136.31 feet and consuming a central angle of 34°42'43" to a point of compound curvature to the right having a radius of 25.00 feet;

Thence Westerly, along said curve, an arc distance of 29.87 feet and consuming a central angle of 68°26'42";

Thence South 88°45'27" East a distance of 68.60 feet to a point of curvature to the left having a radius of 45.00 feet;

Thence Northerly, along said curve, an arc distance of 70.69 feet and consuming a central angle of 90°00'00" to a point which is 10.00 feet West of, when measured at right angles to, said East line of Government Lot 3;

Thence North 01°14'33" East, parallel with said East line, a distance of 110.01 feet to the South line of the herein described New Parcel B and the terminus of said centerline.

The sidelines of said strip shall be lengthened or shortened as necessary to be continuous and to terminate at the above described property boundaries.

ALSO TOGETHER WITH an easement for ingress and egress as described in document recorded under Auditor's File No. 201608190606.

Situate in Snohomish County, Washington.

Contains 38.89 Acres, more or less.

Parcel 1

That portion of the Northwest quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M. lying Westerly of the Skagit Slough and Easterly of a line described as follows:

Beginning at the point of intersection of Skagit Slough and the centerline of Drainage Ditch No. 7 ditch at the South abutment of the dam across said Skagit Slough, which point is 1194

feet West and 120 feet North of the Northeast corner of Section 23, Township 32 North, Range 3 East, W.M.;

Thence West along said centerline of ditch 120 feet;

Thence South 23°50' West, along said centerline of ditch, to the South line of the Northwest quarter of the Northeast quarter of said Section 23.

Contains 11 acres, more or less.

Parcel 2

That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M. lying Westerly of the Skagit Slough;

TOGETHER WITH that portion of the South half of the Southeast quarter of Section 14, Township 32 North, Range 3 East, W.M., lying South of Skagit Slough, being that portion lying South of a line described as follows:

Beginning 1194 feet West and 120 feet North of the Northeast corner of Section 23, Township 32 North, Range 3 East, W.M., said point being the centerline of a drainage ditch;
Thence West, along the centerline of said ditch, 120 feet;
Thence South 23°50' West to the South line of said Section 14.

Contains 32 acres, more or less.

Parcel 3

The Southeast quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M.;

EXCEPT the South 20.00 feet thereof for road purposes.

Contains 39.87 acres, more or less.

Parcel 4

That portion of the Southwest quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M. lying Easterly of a line described as follows:

Beginning at the point of intersection of Skagit Slough and the centerline of Drainage Ditch No. 7 ditch at the South abutment of the dam across said Skagit Slough, which point is 1194

feet West and 120 feet North of the Northeast corner of Section 23, Township 32 North, Range 3 East, W.M.;

Thence West along said centerline of ditch 120 feet;

Thence South 23°50' West, along said centerline of ditch, to the South line of the Southwest quarter of the Northeast quarter of said Section 23;

EXCEPT the South 20.00 feet thereof for road purposes.

Contains 28 acres, more or less.

Parcel 7

All that portion of the South half of the North half of the Northwest quarter of Section 24, Township 32 North, Range 3 East, W.M. described as follows:

Beginning at a point 30.60 chains (2019.6 feet) East and 10.75 chains (709.5 feet) South of the Northwest corner of said Section 24;

Thence South for 3.715 chains (245.2 feet) to the Northeast corner of a tract of land as described in Warranty Deed recorded under Auditor's File No. 1456920, records of Snohomish County, Washington;

Thence West, along the North line of the above said tract as described in said Warranty Deed, File No. 1456920, to the Northwest corner thereof;

Thence South for 3.715 chains to the North line of a tract of land as described in Warranty Deed recorded under Auditor's File No. 1541037, records of said County;

Thence West, along the North line of above said tract, as in File No. 1541037, to the Northwest corner thereof;

Thence South for 115.5 feet, more or less, to the South line of the Northwest quarter of the Northwest quarter of said Section 24;

Thence West, along the South line of said Northwest quarter of the Northwest quarter, to the West line of said Section 24;

Thence North, along the West line of said Section 24, to a point 40 rods (660 feet) South of the Northwest corner of said Section 24;

Thence East to a point of intersection of a line which is 30.60 chains East of the Northwest corner of said Section 24 and 40 rods South of said Northwest corner;

Thence South to a point which is 30.60 chains East and 10.75 chains South of the Northwest corner of said Section 24 and the True Point of Beginning.

All Situate in Snohomish County, Washington.

Contains 21.54 acres, more or less.

EXHIBIT D

**AGRICULTURAL EASEMENT
(JOHNSON TO PCCFT)**

AFTER RECORDING RETURN TO:

PCC Farmland Trust
1402 Third Avenue, #709
Seattle, WA 98101

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): Grant Deed of Agricultural Conservation Easement
Reference Number(s) of Documents assigned or released: Additional reference numbers on page(s) _____ of document.
Grantor(s) (Last name, first name, initials) Johnson Farms Family Limited Partnership Roger D. Johnson ☐ Additional names are on page(s) _____ of document.
Grantee(s) (Last name first, then first name and initials) PCC Farmland Trust, a Washington nonprofit corporation ☐ Additional names are on page(s) _____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Section 23 Township 32 North Range 3 East – NE¼ and Gov't Lot 3 Section 14 Township 32 North Range 3 East – SE¼ Section 24, Township 32 North, Range 3 East -- NW¼ ☒ Additional legal description is on Pages 41-44 of this document.
Assessor's Property Tax Parcel/Account Numbers 320323-001-002-00, 320323-001-004-00, 320323-004-001-00, 320314-004-007-00 and 320324-002-002-00
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the

CC sr Johnson Farm ILA 051018 Interlocal Agreement Johnson Family Farm Grant of Conservation Easement and Agricultural Easement –

document to verify the accuracy or completeness of the indexing information provided herein.

GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT

This GRANT DEED OF AGRICULTURAL CONSERVATION EASEMENT ("Easement") is made by Johnson Farms Family Limited Partnership, having an address of 11203 State Route 532, Stanwood, WA 98292, as to Parcels A through E, and Roger D. Johnson, as his separate estate, as to Parcel F, (collectively, the "Grantor"), in favor of the PCC Farmland Trust, a Washington nonprofit corporation, having an address of 1402 Third Avenue, Suite 709, Seattle, WA 98101 ("Grantee") (each a "Party", collectively the "Parties").

1. RECITALS

- 1.1. Grantor is the sole owner in fee simple of that certain real property (hereinafter, "Protected Property") located in Snohomish County, Washington, more particularly described in "Exhibit A" (Legal Description of Property Subject to Easement) and shown on "Exhibit B" (Site Map). The Protected Property consists of approximately 167 acres.
- 1.2. The Protected Property possesses significant agricultural values of great importance to Grantor, Grantee, the people of Snohomish County, and the people of the State of Washington (collectively, "Agricultural Conservation Values"). The Agricultural Conservation Values include agricultural productivity, prime agricultural soils, the suitability of the Protected Property for producing row crops, haying, and use as pasture, the size of the commercially productive portion of the Protected Property, existing and potential economic productivity, the viability of the site for continued agricultural production, including farm-to-market access, proximity to roads and utilities and water availability.
- 1.3. The Protected Property also possesses significant wildlife habitat values of great importance to Grantor, Grantee, the people of Snohomish County, and the people of the State of Washington (collectively, "Habitat Values"). The Habitat Values include the potential for habitat restoration on the Protected Property, the flood protection capacity of the Protected Property, the adjacent location of the Protected Property to State of Washington Department of Fish and Wildlife property and, the Protected Property's location in the vicinity of the Stillaguamish River, Skagit Bay and Port Susan Bay, and the Protected Property's ability to provide valuable food resources, and nesting habitat for water fowl and other wildlife.
- 1.4. The Protected Property consists primarily of farmland (as defined in RCW 79A.15.010(4)). The entirety of the Protected Property has been classified as Puget

silty clay loam and is prime farmland if drained and either protected from flooding or not frequently flooded during the growing season. All classifications were furnished by the Natural Resource Conservation Service, U.S. Department of Agriculture. The Protected Property is flat and well drained, posing little risk for erosion on all mapped prime farmland soils and farmland of statewide importance. The soil quality is considered to be excellent for production of hay, row crops, and use as pasture. The Parties agree that the Protected Property's soils constitute an important natural resource, and are an integral component of the Agricultural Conservation Values.

- 1.5. The Agricultural Conservation Values and Habitat Values are documented in an inventory of relevant features of the Protected Property on file at the offices of Grantee and incorporated herein by this reference ("**Baseline Documentation**"). The Baseline Documentation consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Protected Property at the time of this grant, and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Parties acknowledge that the Baseline Documentation is complete and accurate as of the Effective Date, as defined in Section 1.9. The Parties further agree that within three (3) months of the execution of this Easement, a collection of additional Baseline Documentation may be compiled by Grantee, and incorporated into the Easement by this reference. Failure to timely compile the additional Baseline Documentation shall not affect the enforceability of this Easement or any of its provisions. The Baseline Documentation may be used to establish that a change in the use or condition of the Protected Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Protected Property as of the date of this Easement. Grantee may use the Baseline Documentation in enforcing provisions of this Easement, but is not limited to the use of the Baseline Documentation to show a change in the use or condition of the Protected Property. Grantor shall, when executing this Easement, sign the Baseline Documentation.
- 1.6. The legislatively declared policies of the State of Washington in the Washington State Open Space Tax Act, Chapter 84.34 RCW ("**OSTA**"), provide that "it is in the best interest of the state to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crop, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well being of the state and its citizens." Under the OSTA, lands eligible for preferential real property tax treatment include lands such as the subject Protected Property where the preservation in its present use would conserve and enhance natural resources and promote conservation of soils. As of the Effective

Date, the Protected Property is classified by Snohomish County's Assessor's office as farm and agricultural land (as such term is defined in the OSTA). Pursuant to such classification, the Protected Property receives preferential real property tax treatment in accordance with the OSTA.

- 1.7. This Easement will also serve the following "conservation purpose" as such term is defined in section 170(h)(4)(A) of the Internal Revenue Code: the preservation of open space (including farmland and forest land) where such preservation is (a) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and (b) will yield a significant public benefit.

- 1.7.1. **Clearly Delineated Governmental Conservation Policy.** The Protected Property is designated Riverway Commercial Farmland under the Snohomish County Comprehensive Plan. The Protected Property is zoned for agricultural use (with the designation as Agriculture 10-acre) under Chapter 30.31 of the Snohomish County Code. The Protected Property is classified as farm and agricultural land pursuant to OSTA, and thus is eligible for preferential real property tax treatment. As first discussed in Section 1.4, the entire Protected Property has been classified as prime farmland. Collectively these four factors are evidence of a clearly delineated governmental conservation policy in furtherance of the conservation of the Protected Property.

- 1.7.2. **Significant Public Benefit.** In a separate memorandum on file at the offices of Grantee, the Grantee has documented that the conservation of the Protected Property through the terms and conditions of this Easement will yield a significant public benefit. In making such determination, the Grantee utilized an eleven factor test as set forth in Treas. Reg. § 1.170A-14(d)(4)(iv)(A).

- 1.8. Grantee is a publicly supported, tax-exempt non-profit organization, qualified under sections 501(c)(3) and 170(h) of the Internal Revenue Code, and is also a non-profit nature conservancy corporation authorized to acquire and hold conservation easement interests under RCW 64.04.130 and RCW 84.34.210. Grantor, as owner of the Protected Property, has the right to protect and preserve the Agricultural Conservation Values and Habitat Values, and desires and intends to transfer such rights to Grantee in perpetuity commencing on the date on which this Easement is first recorded in the public records of Snohomish County (the "**Effective Date**")

- 1.9. The Parties intend that the Agricultural Conservation Values and Habitat Values be preserved and maintained in perpetuity by permitting only those land uses on the Protected Property that do not impair or interfere with the Agricultural Conservation Values or Habitat Values.

2. CONVEYANCE AND CONSIDERATION

- 2.1. NOW THEREFORE, for the reasons stated above, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of Washington and in particular RCW 64.04.130 and RCW 84.34.210, Grantor hereby voluntarily grants, conveys and warrants, for valuable consideration, the receipt of which is acknowledged hereby, to Grantee, a conservation easement in gross in perpetuity in, on, over and across the Protected Property, consisting of the rights in the Protected Property, hereinafter enumerated, subject only to the title matters set forth in “**Exhibit D**” (Permitted Exceptions). As additional consideration for such grant, payment has been made to the Grantor in the amount of \$205,000.00.
- 2.2. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130 and 84.34.210.
- 2.3. Grantor expressly intends that this Easement run with the land and that this Easement shall be binding upon Grantor’s personal representatives, heirs, successors, assigns, agents, employees, tenants, and occupants of the Protected Property.
- 2.4. Grantor warrants that:
 - 2.4.1. it has good title to the Protected Property;
 - 2.4.2. it has the right to convey this Easement; and
 - 2.4.3. as of the Effective Date and with the exception of the Permitted Exceptions, the Protected Property is free and clear of any encumbrances.

3. PURPOSE

- 3.1. **Purpose.** The “**Purpose**” of this Easement is to forever protect the Agricultural Conservation Values of the Protected Property and prevent any use of the Protected

Property that might impair or interfere with its Agricultural Conservation Values, thereby maintaining the opportunity for agricultural activity upon the Protected Property. To the extent that the protection, restoration, enhancement and management of Habitat Values is consistent with maintaining the opportunity for agricultural activity upon the Protected Property, it is within the Purpose of this Easement to protect, restore, enhance, and manage such Habitat Values by preventing any use of the Protected Property that will impair or interfere with its Habitat Values. Notwithstanding the foregoing, as further provided in Section 5.3 below, if Grantee determines in its sole discretion that it is impossible to continue commercially-productive agricultural activity on certain portions of the Protected Property, Grantee may allow the protection, restoration, enhancement and management of Habitat Values on those portions of the Protected Property as a Purpose of this Easement even if such activities are inconsistent with maintaining the opportunity for agricultural activity on those portions of the Protected Property.

- 3.2. **Stewardship Plan.** To further the Easement's Purpose, the Parties will develop and approve in writing a plan for stewardship of the Protected Property (the "**Stewardship Plan**"). The Grantee will have primary responsibility for developing the Stewardship Plan. The Stewardship Plan shall be subject to the Grantor's review and approval, which shall be consistent with, and may be developed in conjunction with, the conservation plan prepared in consultation with the NRCS and the Snohomish Conservation District or other appropriate governmental or educational institution, as provided for in Section 5.2.4. The Stewardship Plan will guide the Grantee's interpretation and enforcement of this Easement. In the event of a conflict between the Stewardship Plan and the Easement, the Easement shall prevail. If neither the Stewardship Plan nor the Easement provides clear guidance on whether a proposed use or activity is permitted, Grantor shall seek further clarification from Grantee prior to commencing the use or activity. An approved Stewardship Plan that is effective as of the date of any change of ownership shall become an interim plan that will remain effective for 90 days following the date of conveyance of the Protected Property. Grantee shall meet with the new owner during such 90-day period for the purpose of reviewing the approved Stewardship Plan with the new owner and determining whether such plan should be extended or revised.
- 3.3. **Interpretation of the Easement.** The Parties intend that this Easement be interpreted (a) in a manner consistent with its Purpose, and (b) so as to confine the Grantor's use of the Protected Property to such activities that are consistent with the Purpose and terms of this Easement. At the same time, the Parties intend, and this

Easement is structured, to give Grantor maximum flexibility and discretion to undertake activities that are consistent with the Easement's Purpose and terms.

- 3.4. **No Public Rights Conveyed Through Easement.** The Parties acknowledge that, except as specifically provided herein, Grantor does not grant, expand or extend any rights to the general public through this Easement, including without limitation, any rights of public access to, on or across, or public use of, the Protected Property.

4. RIGHTS CONVEYED TO GRANTEE

To accomplish the Easement's Purpose, the following rights are conveyed to Grantee by this Easement:

- 4.1. **Protection.** Grantee shall have the right to identify, protect, preserve, maintain and conserve in perpetuity, and to enhance, restore, or improve by mutual agreement, the Agricultural Conservation Values and/or Habitat Values of the Protected Property.
- 4.2. **Access by Grantee.** As provided for and limited herein, Grantor hereby grants to Grantee reasonable and non-exclusive access at reasonable times across the Protected Property solely for the purposes of fulfilling Grantee's obligations under this Easement and exercising its affirmative rights under this Easement. Specifically, Grantee shall have the right:
- 4.2.1. To enter upon, inspect, observe and study the Protected Property, with such persons as Grantee may require, at mutually agreeable dates and times and upon reasonable prior notice to the Grantor, for the purpose of (a) identifying the current uses and practices on the Protected Property and the condition of the Protected Property, and (b) monitoring the uses and activities on the Protected Property to determine whether they are consistent with this Easement.
- 4.2.2. To enter upon the Protected Property, at a mutually agreeable date and time and upon prior notice to Grantor, to inspect the Protected Property after major natural events occur, such as fires, windstorms, and floods.
- 4.2.3. To enter upon the Protected Property at such other times as are necessary if there is reason to believe that a violation of the Easement is occurring, for the purposes of enforcing the provisions of this Easement. Prior

to entry, Grantee must provide Grantor notice, and describe the basis of the reasonable belief that a violation is occurring on the Protected Property.

4.2.4. Grantee shall exercise its access rights in compliance with applicable law and in a manner that will not materially disturb or interfere with Grantor's reserved rights, any other person's lawful use of the Protected Property, or Grantor's quiet enjoyment of the Protected Property.

4.2.5. Grantor shall not unreasonably withhold or delay its consent to dates and times of access proposed by Grantee.

4.3. **Development Rights.** Grantor hereby grants to Grantee all development rights associated with the Protected Property except as specifically reserved herein, and the Parties agree that such rights may not be used on or transferred off of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or (except as expressly permitted herein) used for the purpose of calculating permissible lot yield or density of the Protected Property or any other property.

4.4. **Injunction and Restoration.** Grantee shall have the right to prevent, or cause Grantor to prevent, any use of, or activity on, the Protected Property that is inconsistent with the Purpose and terms of this Easement, including trespasses by members of the public, and shall have the right to undertake or cause to be undertaken the restoration of such areas or features of the Protected Property as may be materially damaged by activities contrary to the provisions hereof, all in accordance with Section 9.

4.5. **Enforcement.** Grantee shall have the right to enforce the terms of this Easement, in accordance with Sections 8 and 9.

4.6. **Assignment.** Grantee shall have the right to assign, convey, or otherwise transfer Grantee's interest in the Protected Property in accordance with Section 13.

4.7. **Signage.** Grantee shall have the right to erect and maintain a sign or other appropriate marker on the Protected Property, visible from a public road, bearing information indicating that the Protected Property is protected by this Easement and held by Grantee. The sign may also name the funding sources for the acquisition of the Easement to the extent required by the funding sources. The location and design of the sign shall be determined by mutual consent of Grantor and Grantee. The

wording of the information shall be determined by Grantee, but shall clearly indicate that the Protected Property is privately owned and not open to the public. The dimensions of such sign shall not exceed four (4) feet by eight (8) feet. Grantee shall be responsible for the costs of erecting and maintaining such sign or marker.

- 4.8. **Additional Access Rights to Grantee.** In furtherance of the Easement's Purpose, Grantee shall have reasonable access to and non-exclusive use of the Protected Property (excluding residences and other buildings not used in farming operations) to enable Grantee to stage, at its sole cost and expense (e.g., Grantee to pay for any and all permits, temporary toilet facilities, and the like) the following activities upon reasonable prior notice to Grantor and at such dates and times reasonably agreed to by Grantor and Grantee:

4.8.1. upon not less than thirty (30) days prior notice to Grantor, one annual event, not to exceed two (2) days in duration, with each day's activities taking place between 8:00 a.m. and 6:00 p.m.;

4.8.2. in each case upon not less than thirty (30) days prior notice to Grantor, and not more than once per calendar quarter, either an organized farm tour or an educational event; provided that, no such tour or event shall exceed six (6) hours in duration; provided further that, each such tour or event shall be between the hours of 8:00 a.m. and 6:00 p.m.;

4.8.3. occasional promotional and news events;

4.8.4. occasional, discreet site visits by Grantee and its guests for purposes of familiarizing such guests with the Grantee's role as the holder of the Easement; and

4.8.5. other access on terms and conditions as agreed to by Grantor and Grantee from time to time and for purposes consistent with the Purpose of this Easement, including without limitation, work parties organized by the Grantee and utilizing volunteer labor to improve the Protected Property.

- 4.9. **Right of First Refusal.** Grantor grants to Grantee a right of first refusal to purchase the Protected Property, subject to the following terms and conditions:

4.9.1. Grantor grants to Grantee a right of first refusal (such term is referred to elsewhere in this Easement as the "**Right of First Refusal**"), for the period

beginning on the Effective Date, and ending on the tenth anniversary of the Effective Date (such term is referred to elsewhere in this Easement as the “**Duration**”), to purchase the Protected Property on such terms and conditions as Grantor would be willing to sell said Protected Property to a third-party, provided that the purchase price paid by Grantee shall be equal to the third-party’s purchase price.

- 4.9.2. At such time as Grantor, at any time during the Duration, receives a written offer to purchase the Protected Property that Grantor wishes to accept (the “**Offer**”), Grantor shall notify Grantee of such receipt and shall include in such notice a true and accurate copy of the Offer as submitted in writing to Grantor. Grantee shall then have eight (8) days, excluding Saturdays, Sunday or federal holidays, from delivery of such notice in the manner set forth below, within which to enter into a written agreement of sale and purchase with Grantor upon the same terms and conditions as are contained in the Offer, including any and all contingencies therein for such matters as, e.g., inspections, obtaining financing, zoning matters, or the like.
- 4.9.3. All dates set forth in the Offer shall be adjusted to account for the delay between the Grantor’s delivery of notice of the Offer and Grantee’s entering into a written agreement of sale and purchase with Grantor upon the same terms and conditions as are contained in the Offer. For example: if the Offer is dated March 1st and sets forth a closing date of May 15th, notice of the Offer is delivered to Grantee on March 6th, and Grantee exercises its Right of First Refusal on March 12th, Grantee’s agreement with Grantor shall be considered to be “upon the same terms and conditions as are contained in the Offer ” if it sets forth a closing date of May 27th. Dates such as those for earnest money deposits, inspection contingencies and the like shall be similarly adjusted. Grantee shall be deemed to have “entered into a written agreement of sale and purchase with the Grantor” upon Grantee’s timely delivery to Grantor of a writing signed by Grantee on the same terms and conditions as are contained in the Offer ; the failure, neglect or refusal of Grantor to sign such timely delivered “written agreement of sale and purchaser with Grantor” shall not defeat Grantee’s exercise of the Right of First Refusal hereunder.
- 4.9.4. If for any reason the Grantor fails to sell the Protected Property to a third-party after the Grantee’s decision not to exercise the Right of First Refusal, this Right of First Refusal will not be extinguished, but shall survive the remainder of the Duration.

4.9.5. This Right of First Refusal shall be inapplicable to:

4.9.5.1. a transfer, by way of sale, gift or devise, including a trust, to or for a party related to the Grantor (a “Related Party”), or to any transfer, in whole or part, from one Related Party to another, but shall apply to any subsequent transfer to a third party and shall remain in effect for the remainder of the Duration. For the purpose of this subsection, if the then-Grantor is an individual, a Related Party shall include and be limited to a spouse, lineal descendant or spouse of such descendant, ancestor or sibling (whether by the whole or half blood), a partnership of which such Grantor is a member, a joint ownership or ownership in common, which includes the then owner Grantor, or a corporation, the majority of whose securities is owned by the Grantor, or any one or more of the foregoing parties. If the then-Grantor is a corporation, a Related Party shall include and be limited to an affiliate, subsidiary or parent corporation, a successor by merger or consolidation, or the holder or holders of the majority of the securities of such corporation.

4.9.5.2. an involuntary transfer of the Protected Property, including a transfer pursuant to a foreclosure, real estate contract forfeiture or court order; but shall apply to any subsequent transfer to a third party and shall remain in effect for the remainder of the Duration.

4.9.5.3. any lease of an interest in the Protected Property permitted by this Easement.

4.9.6. Except as provided for in in this section 4.9.6, Grantee’s rights under the Right of First Refusal may not be assigned by Grantee.

4.9.6.1. If Grantee elects to match an Offer , Grantee may at that point assign its interest in the written agreement for the sale and purchase of the Protected Property on the same terms and conditions as are contained in the Offer .

4.9.6.2. Grantee’s Right of First Refusal shall survive any assignment, conveyance or transfer of Grantee’s interest herein in accordance with Section 13.

5. PERMITTED USES

5.1. **General.** Grantor reserves for itself and its successors and assigns, any and all rights not otherwise conveyed to Grantee under this Easement and any and all uses of, or activities on, the Protected Property that are not inconsistent with the Purpose and terms of this Easement, and that are not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves for itself and its successors and assigns the following uses and activities, which shall be considered permitted uses and activities under the Easement; provided that, such uses and activities are done in a manner that is consistent with the Easement's Purpose, and that complies with all applicable federal, state and local laws, regulations and requirements.

5.2. **Agricultural Activities.** Grantor may engage in, and allow others to engage in, Agricultural Activities (as defined below) on the Protected Property, as further provided for and limited in this Section and in Section 6:

5.2.1. As used herein, "**Agricultural Activities**" shall mean the commercial production of horticultural (as long as topsoil is not removed from the protected area), viticultural, floricultural, dairy, apiary, vegetable, or animal products, including but not limited to crops commonly found in the community surrounding the Protected Property, field crops, fruits, vegetables, horticultural specialties, livestock or livestock products, or the commercial production of berries, grain, hay, straw, seed, or Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, and all conditions and activities occurring on a farm in connection with such commercial production, including, but not limited to, marketed produce at roadside stands or farm markets; noise; odors; dust; fumes; operation of machinery and irrigation pumps; movement, including, but not limited to, use of current county road ditches, streams, rivers, canals, and drains, and use of water for agricultural purposes; ground and aerial application of seed, fertilizers, conditioners, and plant protection products; employment and use of labor; roadway movement of equipment and livestock; protection from damage by wildlife; prevention of trespass; and construction and maintenance of buildings, fences, roads, bridges, ponds, drains, waterways, and similar features and maintenance of streambanks and watercourses.

5.2.2. Agricultural Activities shall also include such “**Accessory Uses**,” as defined in RCW 36.70A.177(3)(b),¹ that are related to the permitted Agricultural Activities on the Protected Property, that maintain the primacy of, and are subordinate to, the farmland character and use of the Protected Property, that are compatible with the Agricultural Conservation Values, and that provide supplemental income. Such Accessory Uses may include, by way of example, farm tours, work experiences, field trips, petting zoos, corn mazes and hay rides.

5.2.3. All Agricultural Activities shall be carried out in accordance with applicable law; in compliance with the Purpose and terms of this Easement; and in a manner consistent with generally accepted best management practices, as those practices may be identified from time to time by appropriate governmental or educational institutions. Grantor retains discretion over the specific character and content of the management decisions and practices necessary to identify, protect, preserve, maintain and conserve in perpetuity, and to enhance, restore, or improve the Agricultural Conservation Values consistent with the Purpose and terms of this Easement.

5.3. **Stewardship Activities.** Grantor may engage in, and allow others to engage in, any activity to monitor, protect and maintain the Agricultural Conservation Values and Habitat Values, including but not limited to habitat restoration, enhancement and management activities (“**Habitat Activities**”), pursuant to any Stewardship Plan or conservation plan covering the Protected Property and agreed to by the parties to the Stewardship Plan or conservation plan. All Habitat Activities on the Protected Property shall be carried out in compliance with the Purpose and terms of this Easement. As provided in Section 3.1 above, if Grantee determines in its sole discretion that it is impossible to continue commercially-productive agricultural

¹ **NOTE: RCW 36.70A.177(3)(b) provides that “[a]ccessory uses may include” the following:** “(i) Agricultural accessory uses and activities, including but not limited to the storage, distribution, and marketing of regional agricultural products from one or more producers, agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities; and (ii) Nonagricultural accessory uses and activities as long as they are consistent with the size, scale, and intensity of the existing agricultural use of the property and the existing buildings on the site. Nonagricultural accessory uses and activities, including new buildings, parking, or supportive uses, shall not be located outside the general area already developed for buildings and residential uses and shall not otherwise convert more than one acre of agricultural land to nonagricultural uses.”

activity on certain portions of the Protected Property, Grantee may allow the protection, restoration, enhancement and management of Habitat Values on those portions of the Protected Property as a Purpose of this Easement even if such activities are inconsistent with maintaining the opportunity for agricultural activity on those portions of the Protected Property. In such limited circumstances, Grantee may allow Grantor to convert those portions of the Protected Property to habitat-related uses that are incompatible with maintaining the opportunity for agricultural activity on the Protected Property.

5.4. **Maintenance and Construction of Buildings and Other Structures.**

5.4.1. **Maintenance of Existing Structures.** Grantor may maintain, repair, replace or decommission existing structures, houses, barns, water-pollution-control facilities, water impoundments, fences, corrals, roads, ditches, sloughs, pumps, levees, utilities and other permanent improvements (“**Improvements**”), provided that such activities are carried out in a manner that is consistent with the Easement’s Purpose, and that complies with the limitations on Improvements and Impervious Surfaces, both of which are set forth in Section 6.5.

5.4.2. **Construction of New Structures and Expansion of Existing Structures.** Grantor may construct additional Improvements, and may expand or enlarge existing Improvements, but only so long as such activities comply with the limitations on Improvements and Impervious Surfaces, both of which are set forth in Section 6.5.

5.4.3. **Roads.** Existing roads, as identified in the Baseline Documentation may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations on the Protected Property. Paved roads are subject to the impervious surface limitations defined above.

5.4.4. **Fences.** Existing fences can be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property including customary management of livestock and to delineate the boundary of the Protected Property.

5.5. **Recreational or Educational Use.** Grantor may engage in, and allow others to engage in, recreational or educational activities on the Protected Property.

Recreational uses are limited to uses such as hiking, fishing, horseback riding, and other forms of recreation that do not require site modification to accommodate motorized, mechanical or electronic accessories. All forms of developed recreation or recreation that adversely impact the Agricultural Conservation Values or Habitat Values are prohibited. All recreational and educational activities on the Protected Property shall be carried out in compliance with the Purpose and terms of this Easement, and in a manner that maintains the primacy of, and remains subordinate to, the farmland character and use of the Protected Property.

- 5.6. **Forestry Use.** Grantor may remove trees from the Protected Property when required for safety, fire protection, salvage purposes, pest control, disease control, restoration, domestic use, or as necessary to benefit Agricultural Activities (the “**Forestry Activities**”). All Forestry Activities on the Protected Property shall be carried out in compliance with the Purpose and terms of this Easement, and, except for de minimis forest activities, shall be performed in accordance with a written forest management plan. Grantor shall not engage in or permit any Forestry Activities that would preclude the opportunity for agricultural activity upon the Protected Property. The provisions of this Section 5.7 shall not apply to the commercial production of Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140.
- 5.7. **Emergencies.** Grantor may undertake any activities that are necessary to protect health or safety or prevent significant property damage on the Protected Property or are required by and subject to compulsion of any governmental agency; provided, however, that Grantor shall first reasonably attempt to notify Grantee prior to taking such action. If Grantee cannot provide consent, with or without conditions, within such time as is reasonable under the circumstances, Grantor may proceed with such action without consent.

6. PROHIBITED USES AND RESTRICTIONS ON PERMITTED USES

- 6.1. **General.** Any use of, or activity on, the Protected Property inconsistent with the Purpose or other terms of the Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity. Without limiting the generality of the foregoing, the following uses of, or activities on, the Protected Property are either (a) inconsistent with the Agricultural Conservation Values and/or Habitat Values and Purpose of this Easement and prohibited herein or (b) limited as provided herein to make such uses or activities consistent with the Agricultural Conservation Values, Habitat Values and Purpose of this Easement.

- 6.2. **No Conversion to Incompatible Uses.** Except as expressly provided in Section 5.3 above, Grantor shall not convert the Protected Property to industrial or suburban/residential development or to any other use that is incompatible with maintaining the opportunity for agricultural activity on the Protected Property.
- 6.3. **Limitations on Subdivision.** Although the Protected Property may include more than one tax parcel or other land unit that otherwise could be conveyed separately, Grantor hereby covenants and agrees, unless Grantee determines in its sole discretion that separate conveyance of a parcel or parcels within the Protected Property would be consistent with this Easement, the Protected Property shall be held, in fee, as an undivided tract of land in perpetuity, and any and all subsequent conveyances of the Protected Property, regardless of the number of underlying individual parcels encumbered by this Conservation Easement, shall be conveyed as a single tract of land. This limitation on separate conveyance of parcels within the Protected Property shall be binding upon Grantor, Grantor's successors, heirs and assigns. Grantor shall not legally or in a "de facto" manner subdivide the Protected Property, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots or any process which divides the ownership, without the prior written consent of Grantee, and then only for purposes, and in a manner, consistent with this Easement. Grantee may condition its approval of any separate conveyance or subdivision on Grantor's compliance with conditions designed to ensure consistency with this Easement. Nothing in this Section shall prevent Grantor from seeking approval for a boundary line adjustment affecting the Protected Property; provided, however, that Grantor shall notify Grantee and seek Grantee's approval prior to seeking any proposed boundary line adjustment that would result in a change to the exterior boundaries of the Protected Property. Any deed implementing such a boundary line adjustment shall name Grantee as a party and shall include language acceptable to Grantee providing notice of the continued binding effect of this Easement on all portions of the Protected Property, as legally described herein.
- 6.4. **Limitations on Industrial and Commercial Uses.** The establishment of any commercial or industrial facilities (other than those necessary in the operation or uses of the Protected Property expressly permitted by this Easement) including, but not limited to, commercial feed lot(s), any retail sales or service business, restaurant, night club, campground, trailer park, motel, hotel, commercial recreation facility, gas station, retail outlet, or facility for the manufacture or distribution of any product

(other than products to be grown or produced on the Protected Property in connection with purposes expressly permitted in this Easement) is prohibited.

- 6.5. **Limitations on Improvements.** Grantor may build or rebuild Improvements only in a manner consistent with the following absolute limit on Impervious Surfaces (as defined below) and other Improvement-related limitations:

6.5.1. **Impervious Surfaces Limitation.**

6.5.1.1. As used herein, “**Impervious Surfaces**” means permanent, non-seasonal rooftops and concrete and asphalt surfaces. Impervious Surfaces include residential buildings, agricultural buildings (with and without flooring), and paved areas both within and outside the Building Envelope.

6.5.1.2. The total area of the Protected Property covered by either Improvements of any kind, or Impervious Surfaces, shall be limited to no more than two percent (2%) of the area of the Protected Property, which percentage shall be calculated on a per-owner basis, such that if Grantee authorizes a separate conveyance of a parcel or parcels within the Protected Property pursuant to Section 6.3, the 2% limit is applied separately to the total acreage owned by each unified ownership; provided, however, that minor unenclosed agricultural improvements such as corrals, hayracks, headgates, fences, ditches, culverts, stock tanks, or other minor agricultural structures (“**Temporary Agricultural Improvements**”) may be constructed or placed on the Protected Property and not count against this total impervious surface limit.

- 6.5.2. **Additional Improvements within the Building Envelope.** So as to encourage the clustering of residential uses and other structures within a designated area, thereby both protecting Agricultural Conservation Values and preventing conflicts between agricultural and residential uses, within the areas described and depicted on Exhibit B, collectively referred to as the “**Building Envelope**”, Grantor may construct additional Improvements (or expand or enlarge existing Improvements), subject to the following conditions:

6.5.2.1. Grantor provides Grantee with advance written notice of the proposed additional Improvements (or the proposed expansion or enlargement of existing Improvements) within the Building Envelope;

6.5.2.2. Grantee concludes that such additional Improvements (or the expansion or enlargement of existing Improvements) are in support of the agricultural use of the Protected Property and will not have an adverse impact on the Agricultural Conservation Values; and

6.5.2.3. Grantee gives its prior written consent to such additional Improvements (or the expansion or enlargement of existing Improvements) as provided for in Section 7.

6.5.2.4.

6.5.3. Limitations on Additional Improvements Outside the Building Envelope.

6.5.3.1. Except as expressly provided for in this subsection 6.5.3, outside the Building Envelope, Grantor shall not (a) construct Improvements, or (b) expand or enlarge existing Improvements, unless Grantee gives its prior written consent (as provided for in Section 7) to such construction, expansion or enlargement, and such Improvements are either (x) temporary in nature (present on the Protected Property for less than one year); or (y) reasonably necessary for Agricultural Activities (excluding Accessory Uses) in compliance with the limitation on Impervious Surfaces set forth in subsection 6.5.1.

6.5.3.2. Despite any provisions to the contrary in this Easement, without notice to or consent of Grantee, Grantor may:

6.5.3.2.1. expand or enlarge Temporary Agricultural Improvements;

6.5.3.2.2. install a well or drain field outside of the Building Envelope, but only to the extent necessary to make the Residential Dwelling Unit habitable;

6.5.3.2.3. construct new fences to mark the Protected Property's boundaries.

6.5.4.

6.6. **Alternative Energy Production.** Grantor may install, build, or construct improvements for alternative energy production (micro-hydro, micro-wind or micro-solar power) exclusively for generating energy for permitted uses on the Protected

Property with advance written notice to and consent of Grantee as provided for in Section 7. Infrastructure installed to support these activities is subject to the Impervious Surfaces limitations as described in Section 6.5.1.

- 6.7. **Limitations on Improvements Related to Advertising.** Commercial signs, billboards, or other improvements installed, built or constructed for the purpose of advertising nonagricultural activities or products are not allowed on the Protected Property, except in connection with the sale or lease of the Protected Property or to state the conditions of access to the Protected Property. Signage consistent with the character of a working farm, and for Agricultural Activities, is allowed on the Protected Property.
- 6.8. **Limitations on Oil, Gas and Mineral Exploration and Extraction.** Except as provided for in Section 6.11, Grantor shall not conduct, engage in, or permit any of the following on the Protected Property:
- 6.8.1. the commercial mining or commercial extraction of soil, sand or gravel;
- 6.8.2. any exploration for, or extraction of, oil, natural gas, fuel, or any other mineral substance.
- 6.9. **Limitations on Alteration of Land.** Grantor shall not alter the surface of the land, including, without limitation, grading, excavating or removing soil, sand, gravel, rock, stone, aggregate, peat, or sod, except as provided for in the following sentence. Notwithstanding anything in this Section or Section 6.9 to the contrary, soil, sand, gravel, rock, stone, aggregate, peat or sod may be extracted without further consent from Grantee so long as such extraction is solely for use on the Protected Property, is in conjunction with permitted Agricultural Activities, is revegetated promptly after extraction is complete, is limited to no more than one acre total of the Protected Property, and is accomplished in a manner that is consistent with the Purpose and terms of this Easement.
- 6.10. **No Significant Erosion or Pollution.** Grantor shall not engage in any use or activity that causes or is likely to cause significant soil degradation or erosion or significant contamination or pollution of any soils or surface or subsurface waters on the Protected Property.

6.11. **No Compensatory Mitigation.** The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in any way associated with actual or potential impacts of development except for impacts caused by Grantor on the Protected Property (“**Compensatory Mitigation**”) is prohibited on the Protected Property. Compensatory Mitigation includes, but is not limited to, mitigation banking, conservation banking, and any other sale or exchange of mitigation credits based on the creation, restoration, enhancement and/or preservation of such natural resources within the Protected Property.

6.12. **Limitations on Waste Disposal.**

6.12.1. The dumping or accumulation of trash or refuse on the Protected Property is prohibited, except that the storage of agricultural products for use on the Protected Property and by-products generated on the Protected Property is permitted.

6.12.2. Grantor shall not otherwise dispose of or Release (or permit the disposal or release of) any Hazardous Materials on the Protected Property. The term “**Release**” shall mean any release, generation, treatment, disposal, dumping, burying, or abandonment. “**Hazardous Materials**” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment. “Hazardous Materials” does not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with federal, state, and local law. Any storage of Hazardous Materials shall be in accordance with federal, state, and local law.

6.13. **Limitation on Transfers.**

6.13.1. For purposes of this Section, “**Transfer**” includes but is not limited to any sale, grant, lease, hypothecation, encumbrance, assignment, conveyance, or any transaction the purpose of which is to effect a sale, grant, lease, hypothecation, encumbrance, assignment, or conveyance.

6.13.2. Except as expressly provided herein, Grantor shall not undertake or permit any Transfer of any rights in the Protected Property without prior notice to and consent of Grantee as provided for in Section 7; provided, however, that such consent shall not be withheld unless Grantee determines that the proposed Transfer would be inconsistent with the Purpose and terms of this Easement.

6.13.3. The following shall require notice to but shall not require consent of Grantee:
i) Any mortgage, deed of trust, real estate contract or similar document providing security for an indebtedness of Grantor, provided that such security interest shall be subject and subordinate to this Easement; or ii); any gift, bargain, sale or devise of fee simple absolute title to the Protected Property.

6.14. **Limitation on Motorized Vehicle Use.** The use of motorized vehicles on the Protected Property is prohibited except to the extent reasonably necessary to support (a) the Easement's Purpose, (b) any Agricultural Activities, (c) stewardship or Easement enforcement, (d) educational uses, (e) forestry use, (f) law enforcement or public safety, (g) preservation of Agricultural Values or Habitat Values, or (h) any other permitted use on the Protected Property.

6.15. **Current Use Classification** The Protected Property is classified as farm and agricultural land under RCW 84.34. Throughout the term of this Easement, Grantor shall (a) maintain such classification, and (b) take no steps to discontinue such classification.

6.16. **Limits on Grants of Certain Easements.** Grantor may not grant easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunication towers and wind farms without Grantee's consent, which will be given only if Grantee determines that such easements or rights-of-way are necessary for permitted uses on the Protected Property, are consistent with the Purposes of this Easement, and include terms to ensure that any work authorized will be done in such a manner as to minimize to the greatest extent possible impact on soils.

7. NOTICE AND CONSENT

7.1. Notice.

7.1.1. **Grantee.** Certain provisions of this Easement require Grantee to give notice to Grantor prior to undertaking certain activities. Whenever such notice is required, and no specific requirements for notice are set forth elsewhere in

this Easement, Grantee shall provide such notice in writing not less than thirty (30) days prior to the date Grantee intends to undertake the use or activity in question. Where this Easement requires Grantee to notify Grantor of its intent to enter the Protected Property (including without limitation any notice required pursuant to Sections 4.4 and 4.8), Grantee may notify any of the persons constituting Grantor, or any appropriate agent of Grantor, by telephone, by mail, or in person prior to such entry.

- 7.1.2. **Grantor.** Certain provisions of this Easement require Grantor to give notice to Grantee prior to undertaking certain permitted uses and activities. The purpose of requiring Grantor to notify Grantee prior to undertaking these permitted uses and activities is to afford Grantee an adequate opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the Purpose of this Easement. Whenever such notice is required, and no specific requirements for notice are set forth elsewhere in this Easement, Grantor shall provide such notice in writing not less than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the terms of this Easement and the Purpose thereof.

7.2. **Consent**

- 7.2.1. **Consent Not Unreasonably Withheld.** Wherever in this Easement Grantor's or Grantee's consent is required, such consent may be withheld only upon a reasonable determination by the consenting party that the action as proposed would be inconsistent with the Purpose or terms of this Easement and cannot be modified to make the proposed action consistent with the Purpose and terms of this Easement. Any consent may include reasonable conditions consistent with the Purpose and terms of this Easement that must be satisfied in undertaking the proposed action, use, or activity.
- 7.2.2. **Timeline for Consent.** Whenever in this Easement Grantor's or Grantee's consent is required, and no other timeline for consent is set forth elsewhere in this Easement, the Party whose consent is required shall grant or withhold its consent in writing within the following time periods:

7.2.2.1. Grantor. Where consent by Grantor is required under this Easement, Grantor shall grant or withhold its consent within sixty (60) days of receipt of a written request for consent.

7.2.2.2. Grantee. Where consent by Grantee is required under this Easement, Grantee shall grant or withhold its consent within sixty (60) days of receipt of a written request for consent.

7.3. **Optional Consultation.** If Grantor is unsure whether a proposed use or activity is prohibited by this Easement, Grantor may consult Grantee by providing written notice to Grantee describing the nature, scope, design, location, timetable, and any other material aspect of the proposed use or activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Easement's Purpose and to provide comments thereon to Grantor. This Section 7.3 does not itself impose a requirement of prior consent of the activity described in any such notice.

7.4. **Addresses for Notices.** Except where this Easement expressly provides otherwise, any notice, demand, request, consent, concurrence, approval, or communication that any party desires or is required to give to the other shall be in writing either served personally or sent by registered mail or overnight courier with proof of delivery, addressed as follows (or to such other address as any party from time to time shall designate by written notices to each other party):

To Grantor: Roger Johnson, Partner
Johnson Farms Family Limited Partnership
11203 SR 532
Stanwood, WA 98292
Telephone: _____

To Grantee: PCC Farmland Trust
1402 Third Avenue
Suite 709
Seattle, WA 98101
Telephone: 206-547-9855

Copy to: Duncan M. Greene, Esq.
Van Ness Feldman LLP
719 Second Avenue, Suite 1150
Seattle, Washington 98104-1728

Telephone: 206-623-9372

Fax: 206-623-4986

8. **DISPUTE RESOLUTION**

8.1. **Preventive Discussions.**

8.1.1. Grantor and Grantee will promptly give each other notice of problems or concerns arising in connection with the others' actions under this Easement or the use of or activities or conditions on the Protected Property, and will meet as needed, but no later than fifteen (15) business days after receipt of a written request for a meeting, to minimize the same.

8.2. **Mediation.** If the Parties disagree as to the consistency of any proposed use or activity with the Purpose or terms of this Easement and the Parties are unable to resolve such disagreement through unassisted preventive discussions between themselves, and if Grantor agrees not to proceed with the use or activity pending resolution of the dispute, Grantor or Grantee may refer the dispute to mediation by request made in writing upon the other. Within ten (10) business days of the receipt of such a request, the parties to the mediation ("**Mediation Parties**") shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

8.2.1. **Purpose.** The purpose of the mediation is to: (a) promote discussion among the Mediation Parties; (b) assist the Mediation Parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the Mediation Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Easement.

8.2.2. **Participation.** The mediator may meet with the Mediation Parties and their counsel jointly or ex parte. The Mediation Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of all Mediation Parties with settlement authority will attend mediation sessions as requested by the mediator.

8.2.3. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Mediation Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party. Records of mediation communications shall be exempt from the requirements of Chapter 42.56 RCW (Washington State Public Records Act) to the extent provided for in Chapter 7.07 RCW (Washington State Uniform Mediation Act).

8.2.4. **Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

8.2.5. **Costs.** The costs of the mediator shall be borne equally by the Parties; the Mediation Parties shall bear their own expenses, including attorneys' fees, individually.

8.3. **Arbitration.** The Parties may by mutual agreement submit disputed matters to arbitration upon such rules of arbitration as Grantor and Grantee may agree.

9. REMEDIES

9.1. **Notice of Non-Compliance.** If Grantee determines that the Grantor is in violation of the terms of this Easement or that a violation is likely to occur, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Easement's Purpose or terms, to restore the portion of the Protected Property so injured to its prior or potential condition in accordance with a plan to which Grantee has consented.

9.2. **Grantor's Failure to Respond.** Grantee may bring an action as provided in Section 9.3 if Grantor:

9.2.1. Fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee;

- 9.2.2. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period; or
- 9.2.3. Fails to continue diligently to cure such violation until finally cured.
- 9.3. **Grantee's Action.** Grantee may bring an action at law or in equity, or both, in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the Agricultural Conservation Values or Habitat Values protected by this Easement, including damages for the loss of the Agricultural Conservation Values and Habitat Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.
- 9.4. **Immediate Action Required.** Despite any other provision of this Easement to the contrary, if Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Agricultural Conservation Values or the Habitat Values, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor, without participation in dispute resolution as provided for in Section 8, and without waiting for the period provided for cure to expire. Grantee shall notify Grantor of such action as soon as practicable after invoking this Section 9.4.
- 9.5. **Nature of Remedy.** Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate, and that Grantee shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9.6. **Liquidated Damages.** Inasmuch as the actual damages to the Agricultural Conservation Values and/or Habitat Values that could result from a breach of this Easement by Grantor may be impractical or extremely difficult to measure, the Parties agree that the damages Grantee is to recover from Grantor shall include the following:

9.6.1. With respect to the construction of any Improvement prohibited by this Easement, which is not subsequently removed and the Protected Property restored to its previous condition within a reasonable amount of time specified by Grantee, then damages shall include amounts equal to the greater of:

9.6.1.1. the actual cost of such Improvement; or

9.6.1.2. the increase in the fair market value of the Protected Property, and of any other real property owned by Grantor, attributable to such Improvement; or

9.6.1.3. The actual cost of removing such Improvement and restoring the Protected Property to its previous condition.

9.6.2. With respect to any use or activity prohibited by this Easement, whether or not involving the construction or maintenance of Improvements, an amount equal to any economic gain realized by the Grantor or any other party, commencing from the date of breach; and

9.6.3. Any other damages and remedies allowable under Washington law, including, but not limited to, restoration of lost or damaged Agricultural Conservation Values, in which case Grantor shall permit Grantee and its agents and contractors to enter the Protected Property and conduct restoration activities.

9.7. **Costs of Enforcement.** If Grantor or Grantee finds it necessary to bring an action at law or other proceeding against the other Party to enforce or interpret any of the terms, covenants, or conditions of this Easement, the prevailing Party in any such action or proceeding shall be paid all costs and reasonable attorneys' and consultants' fees by the other Party and all such costs and attorneys' and consultants' fees shall be included in any judgment secured by such prevailing Party.

- 9.8. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the Grantee. Any forbearance by Grantee to exercise its rights under this Easement if Grantor breaches any of the Easement's terms shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. Grantee's delay or omission in the exercise of any right or remedy upon any breach by Grantor shall not impair such right or remedy or be construed as a waiver.
- 9.9. **Waiver of Certain Defenses.** Grantor acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement and in view of the fact that Grantee will not be continually present on the Protected Property, that Grantee has limited resources to monitor compliance with the Easement, and that activities inconsistent with the Purpose and terms of this Easement could occur without Grantee's immediate knowledge, Grantor hereby waives any claim or defense it may have against Grantee or its successors in interest under or pertaining to this Easement based upon abandonment, adverse possession, prescription, laches, estoppel or changed circumstances relating to the Protected Property or this Easement.
- 9.10. **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from actions by a trespasser upon the Protected Property or causes beyond Grantor's control, including, without limitation, natural disaster, fire, flood, storm, pest infestation, earth movement, and climate change, and from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If the Easement's terms are violated by acts of trespassers, and Grantor has not undertaken suit itself, Grantor agrees, at Grantee's option, to assign its right of action to Grantee or to appoint Grantee its attorney-in-fact, for purposes of pursuing enforcement action against the responsible parties. It shall be Grantor's burden to demonstrate that a violation was caused by a trespasser and that Grantor could not have anticipated or prevented such violation.
- 9.11. **Compliance Certificates.** Upon Grantor's request, Grantee shall, as soon as possible and no later than thirty (30) days after receipt of such request, execute and deliver to Grantor any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this

Easement as requested by Grantor. Such certification shall be limited to the condition of the Protected Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within forty-five (45) days of receipt of Grantor's written request and payment therefor.

10. LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE

- 10.1. **Liabilities and Insurance.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Such insurance shall include Grantee's interest, name Grantee as an additional insured, and provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. The Parties release and relieve the other, and waive their entire right to recovery for loss or damage to the extent that the loss or damage is covered by the injured party's insurance. This waiver applies whether or not the loss is due to the negligent acts or omissions of Grantor or Grantee. Grantor remains solely responsible for obtaining any applicable governmental permits and approval for any construction or other activity or use permitted by this Easement. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, material furnished to, or obligations incurred by Grantor; **provided** that the Protected Property shall be deemed to be free of such liens if i) Grantor or Grantee, as the case may be, is diligently challenging the application of such liens to the Protected Property; or ii) such liens are subordinated to this Easement and do not require any action or inaction inconsistent with the Purpose and terms of this Easement.
- 10.2. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, charges of whatever description levied on or assessed against the Protected Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.
- 10.3. **Compliance with Applicable Laws.** Grantor shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Protected Property that have been enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental or quasi-governmental agency, board, bureau, commission, court, department, panel, or other official body (whether legislative, administrative, or judicial), or by any competent

official of any of the foregoing, including, but not limited to, those relating to pollution or the protection of human health or the environment. Furthermore, any activity on the Protected Property that is not prohibited by a state criminal statute (including any such activity authorized by any state, local or municipal government), but violates a federal criminal statute is prohibited.

10.4. Environmental Representations and Warranties. Grantor represents and warrants that after reasonable investigation and to the best of Grantor's knowledge:

10.4.1. There are no apparent or latent defects in or on the Protected Property;

10.4.2. Grantor and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use, including without limitation all federal, state, and local environmental laws, regulations, and requirements;

10.4.3. There has been no Release on the Protected Property of any Hazardous Substance;

10.4.4. There are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

10.4.5. Neither Grantor nor Grantor's predecessors in interest have Released any Hazardous Substances off-site, nor have they Released any substance at a site designated or proposed to be designated as a federal or state Superfund site;

10.4.6. There is no pending or threatened litigation affecting, involving, or relating to the Protected Property or any portion thereof; and

10.4.7. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Protected Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the

basis for any such proceedings, investigations, notices, claims, demands, or orders.

- 10.5. **Remediation.** If there is a Release of any Hazardous Materials on the Protected Property, Grantor shall take, or compel responsible third parties to take, all steps required under applicable law and necessary to assure its containment and remediation, including any cleanup that may be required (except that the use of institutional controls shall not be allowed without Grantee's consent), unless the Grantee caused the Release, in which case Grantee shall be responsible for such remediation to the extent it caused the Release. At its discretion, Grantee may assist Grantor in compelling third parties to contain and remediate any Release.
- 10.6. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**") or the Model Toxics Control Act, as amended ("**MTCA**").
- 10.7. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, trustees, directors, officers, employees, agents, and contractors (collectively "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' and consultants' fees, arising from or in any way connected with:
- 10.7.1. injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property that is not a consequence of any action or omission of any of the Indemnified Parties undertaken under the rights granted to Grantee under this Easement;
- 10.7.2. violations or alleged violations of, or other failure to comply with, any federal, state or local environmental law or regulation relating to any Hazardous Substance, including without limitation, CERCLA and MTCA, by the Grantor or his agents, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the

acts or omissions of any of the Indemnified Parties on the Protected Property;
and

- 10.7.3. the presence or release in, on, from or about the Protected Property at any time by the Grantor or his agents of any Hazardous Substance unless caused solely by any of the Indemnified Parties.

11. EXTINGUISHMENT, CONDEMNATION and SUBSEQUENT TRANSFERS

- 11.1. **Generally.** In granting this Easement, Grantor has considered the fact that any use of the Property that is prohibited by this Easement, or any other use as determined to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses. It is the intent of Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement. Grantor's inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

11.2. Extinguishment.

- 11.2.1. If circumstances arise that render the Purpose of this Easement impossible to accomplish, this Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction;

- 11.2.2. The amount of the proceeds to which Grantee shall be entitled to receive, shall be determined, in accordance with Sections 11.3 and 11.4, below. Grantee shall use its share of such proceeds for the acquisition of property interests substantially equivalent to those conveyed by this Easement.

11.3. Condemnation.

- 11.3.1. If the Easement is taken, in whole or in part, by the exercise of the power of eminent domain, Grantee and Grantor shall be entitled to compensation in accordance with applicable law. If all or part of the Protected Property is taken by the exercise of the power of eminent domain by a public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall cooperate in appropriate action(s) at the time of such taking to recover the full value of the taking and all incidental or

direct damages resulting from the taking, it being expressly agreed that the Easement constitutes a compensable property right. The reasonable expenses of each party incurred in connection with such action(s) shall first be deducted from the total proceeds, and the remaining proceeds shall be divided consistent with the provisions of this Easement, based on the respective values of the interests of Grantor and Grantee, calculated in accordance with the provisions set out below.

11.3.2. Valuation. This Easement constitutes a real property interest immediately vested in Grantee. For purposes of the Sections above with the caption “Extinguishment” and “Condemnation”, the Parties stipulate that the Easement’s fair market is equal to the product of (a) the then fair market value of the Protected Property unencumbered by the Easement (minus any increase in fair market value attributable to Improvements made after the Effective Date), and (b) the ratio of the value of the Easement at the time of this grant to the value of the Protected Property, unencumbered by the Easement, at the time of this grant. For the purposes of this Section, the foregoing ratio shall be **17.8%** and shall remain constant.

11.4. Subsequent Transfers.

11.4.1. Grantor shall: (1) incorporate by express reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Protected Property, including without limitation any leasehold interest; and (2) describe this Easement in and append it to, any executory contract for the transfer of any interest in the Protected Property. Grantor shall give written notice to the Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or such transferee’s representative. The failure of the Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

11.4.2. Stewardship/Transfer Fee. Grantor shall pay, or cause the closing agent in connection with the future transfer for value of any fee simple interest in the Protected Property to pay, to Grantee, or any successor having stewardship obligations pertaining to the Protected Property, at closing, a stewardship fee (the “**Fee**”) in an amount equal to four (4) percent of the full

consideration paid, including that portion of such consideration attributable to improvements, and any fixtures and other improvements permanently attached to the Protected Property; **provided that**, the Fee shall not be applicable to a transfer, by way of sale, gift or devise, including a trust, to or for a party related to the Grantor, or to any transfer, in whole or part, from one such related party to another, but shall apply to any subsequent transfer to a third party. For the purpose of this subsection, if the then Grantor shall be an individual, a related party shall include a spouse, lineal descendant or spouse of such descendant, ancestor or sibling (whether by the whole or half blood), a partnership of which such Grantor is a member, a joint ownership or ownership in common, which includes the then owner of the Protected Property, or a corporation, the majority of whose securities is owned by the Grantor, or any one or more of the foregoing parties. If the then Grantor shall be a corporation, a related party shall include an affiliate, subsidiary or parent corporation, a successor by merger or consolidation, or the holder or holders of the majority of the securities of such corporation. If the Fee is not paid as provided herein, Grantee shall have the right to initiate proceedings to impose a lien on the Protected Property to secure the continuing obligation of Grantor and its successors in title to pay the Fee. Such lien may be imposed, enforced and/or foreclosed in accordance with the laws of the State of Washington.

12. AMENDMENT

12.1 Grantor and Grantee recognize that rare and extraordinary circumstances could arise which warrant modification of certain provisions of the Easement. To this end, Grantor and Grantee have the right to agree to amend this Easement without prior notice to any other party, subject to the following terms and conditions:

12.1.1 As determined by the Grantee in its sole and absolute discretion, such amendment enhances or does not materially detract from the Agricultural Conservation Values intended for protection under this Easement;

12.1.2 No amendment shall be allowed that shall affect the qualification of this Easement or the status of Grantee under any applicable laws, including RCW 64.04.130, Chapter 84.34 RCW, or Section 170(h) of the Internal Revenue Code;

12.1.3 No amendment shall affect the Easement's perpetual duration; and

12.1.4 Any such amendment shall be recorded in the official records of Snohomish County, Washington, and any other jurisdiction in which such recording is required.

13. ASSIGNMENT AND SUCCESSION

- 13.1. **Assignment of Grantee's Interest.** Grantee's interest in this Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is both (a) a qualified holder at the time of transfer under RCW 64.04.130, as amended, and (b) permitted to accept a qualified conservation contribution pursuant to section 170(h) of the Internal Revenue Code as amended. As conditions of such transfer, Grantee shall require that assignee continue to carry out the Easement's Purpose. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. The assignment shall not be valid without such notice; provided, however, that the failure of Grantee to give such notice shall not impair the validity of this Easement or limit its enforceability in any way. If the vesting of the Grantee's interest in this Easement in a successor organization is deemed to be void under the Rule Against Perpetuities, the Grantee's rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to applicable provisions of Washington law and the Internal Revenue Code and with due regard to the Easement's Purpose and terms.
- 13.2. **Succession.** If at any time it becomes impossible for Grantee to ensure compliance with the covenants contained herein and Grantee has not named a successor organization, or the Grantee shall cease to exist, then its right and duties hereunder shall become vested and fall upon the City of Stanwood, with purposes similar to the PCC Farmland Trust, constituting a "qualified organization" within the meaning of the Internal Revenue Code (or corresponding provision of any future statute); provided that, if such vesting is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct, pursuant to applicable provisions of Washington law and the Internal Revenue Code and with due regard to the Purpose and terms of this Easement.
- 13.3. **Rights and Obligations Upon Transfer.** A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Protected Property or this Easement, as the case may be, except that liability for acts or omissions occurring prior to transfer shall survive transfer. Grantee is authorized to record and file from time to time any notices or instruments that may be appropriate to ensure the perpetual

enforceability of this Easement, and Grantor agrees to execute, acknowledge, and/or deliver (as applicable) any such notices or instruments upon Grantee's reasonable request.

14. RECORDATION

Grantee shall record this instrument in a timely fashion in the official records of Snohomish County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.

15. NO MERGER

If Grantee, or any successor or assignee thereof acquires all or a portion of the fee title to the Protected Property, it is the intent of the Parties that no merger of title shall take place that would merge the restrictions of this Easement with fee title to the Protected Property and thereby eliminate them, and that the restrictions on the use of the Protected Property, as embodied in the Easement, shall, if all or a portion of title become vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Protected Property. Grantee covenants to do what is required to prevent merger of title, including, if necessary, assignment of the Easement to an appropriate third party. If the Grantee takes legal title to the Grantor's fee simple interest in the Protected Property, the Grantee must commit the Easement's monitoring and enforcement to another qualified organization within the meaning of section 170(h)(3) of the Internal Revenue Code, as amended, which organization has among its purposes the conservation and preservation of land and water areas.

16. LIENS

16.1. **Existing Mortgage.** As of the Effective Date, the Protected Property is subject to that certain mortgage dated April 11, 2017, and recorded under Snohomish County recording number 201704170568, ("**Mortgage**"). The mortgagee has agreed by separate instrument substantially in the form of the instrument attached here as Exhibit E, which will be recorded concurrently with this Easement, to subordinate certain of its rights in the Protected Property to this Easement, so as to permit Grantee to enforce the Easement's Purpose in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the mortgagee.

16.2. **Future Mortgages/Liens.** Any mortgage or lien arising after the Effective Date must be subordinated to this Easement and its terms and conditions.

17. GENERAL PROVISIONS

- 17.1. **Governing Law and Venue.** The laws of the State of Washington and applicable federal law shall govern the interpretation and performance of this Easement. By executing this Easement, Grantor acknowledges the jurisdiction of the courts of the State of Washington in this matter. In the event of a lawsuit involving this Easement, venue shall be proper only in Snohomish County, Washington.
- 17.2. **Liberal Construction.** Despite any general rule of construction to the contrary, this Easement shall be liberally construed in favor of the grant to further the Purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 17.3. **Severability.**
- 17.3.1. Except as provided in the next subsection, if any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction or is superseded by state or federal legislation, rules, regulations or decision, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, shall not be affected thereby.
- 17.3.2. If any material provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction or is superseded by state or federal legislation, rules, regulations or decision, so that the intent of these provisions is frustrated, the parties agree to immediately negotiate a replacement provision to fulfill the intent of the superseded provisions consistent with the Easement's Purpose and applicable law.
- 17.4. **Entire Agreement.** This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 12.

- 17.5. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- 17.6. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns, and to any party taking ownership of the Protected Property, or any portion thereof, subsequent to the foreclosure of any mortgage or deed of trust, and shall continue as a servitude running in perpetuity with the Protected Property.
- 17.7. **No Joint Venture.** Grantor and Grantee expressly disclaim the existence of any fiduciary relationship, partnership, joint venture or agency relationship between or amongst them with respect to matters arising out of or related to this Easement.
- 17.8. **Authority.** The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.
- 17.9. **Recitals.** The Parties agree that the terms and recitals set forth in Section 1 (among other terms of this Easement) are material to this Easement, and that each Party has relied on the material nature of such terms and recitals in entering into this Easement. Each term and recital set forth in Section 1 is fully incorporated into this Easement.

18. SCHEDULE OF EXHIBITS

Each of the following exhibits is attached hereto and incorporated by this reference:

- 18.1. Exhibit A. Legal Description of Property Subject to Easement.
- 18.2. Exhibit B. Building Envelope Map and Description.
- 18.3. Exhibit C. Permitted Exceptions.
- 18.4. Exhibit D. Subordination Agreement.

TO HAVE AND TO HOLD the said Easement hereunto the said *Grantee, and its successors and assigns forever.*

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

CC sr Johnson Farm ILA 051018 Interlocal Agreement Johnson Family Farm Grant of Conservation Easement and Agricultural Easement –

[illegible]

I certify that I know or have satisfactory evidence that ROGER D. JOHNSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE
PAGES FOLLOW

EXHIBIT A

Legal Description of Property Subject to Easement

Total Area of Easement: 171 acres, more or less

Parcel B

That portion of Government Lot 3, Section 23, Township 32 North, Range 3 East, W.M. described as follows:

Beginning at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West, along the East line thereof, a distance of 1443.95 feet;

Thence North 88°45'27" West a distance of 108.02 feet;

Thence North 35°22'35" West a distance of 84.03 feet;

Thence North 60°18'20" West a distance of 62.27 feet;

Thence South 87°54'05" West a distance of 108.77 feet;

Thence South 29°03'46" West a distance of 105.06 feet;

Thence North 85°39'29" West a distance of 255.66 feet;

Thence North 60°47'21" West a distance of 123.42 feet;

Thence North 39°15'04" West a distance of 125.46 feet;

Thence North 52°52'47" West a distance of 312.68 feet;

Thence North 45°11'10" West a distance of 111.08 feet;

Thence North 35°26'21" West a distance of 258.68 feet;

Thence North 17°03'12" West a distance of 118.49 feet;

Thence North 08°46'20" West a distance of 319.68 feet;

Thence North 18°23'08" East a distance of 77.40 feet;

Thence North 30°39'59" East a distance of 210.36 feet;

Thence North 25°21'55" East a distance of 135.20 feet to a point on the North line of said Government Lot 3 which bears North 88°56'15" West a distance of 1216.01 feet from the Northeast corner thereof;

Thence South 88°56'15" East a distance of 1216.01 feet to said Northeast corner of said Government Lot 3 and the Point of Beginning;

TOGETHER WITH an easement for farm access over a 20.00 foot wide strip of land lying 10.00 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Government Lot 3;

Thence South 01°14'33" West a distance of 1936.83 feet to the True Point of Beginning of said centerline;

Thence North 63°25'26" West a distance of 19.59 feet to a point of curvature to the right having a radius of 250.00 feet;

Thence Northwesterly, along said curve, an arc distance of 224.75 feet and consuming a central

angle of 51°30'35";

Thence North 11°54'51" West a distance of 11.03 feet to a point of curvature to the right having a radius of 225.00 feet;

Thence Northerly, along said curve, an arc distance of 136.31 feet and consuming a central angle of 34°42'43" to a point of compound curvature to the right having a radius of 25.00 feet;

Thence Westerly, along said curve, an arc distance of 29.87 feet and consuming a central angle of 68°26'42";

Thence South 88°45'27" East a distance of 68.60 feet to a point of curvature to the left having a radius of 45.00 feet;

Thence Northerly, along said curve, an arc distance of 70.69 feet and consuming a central angle of 90°00'00" to a point which is 10.00 feet West of, when measured at right angles to, said East line of Government Lot 3;

Thence North 01°14'33" East, parallel with said East line, a distance of 110.01 feet to the South line of the herein described New Parcel B and the terminus of said centerline.

The sidelines of said strip shall be lengthened or shortened as necessary to be continuous and to terminate at the above described property boundaries.

ALSO TOGETHER WITH an easement for ingress and egress as described in document recorded under Auditor's File No. 201608190606.

Situate in Snohomish County, Washington.

Contains 38.89 Acres, more or less.

Parcel 1

That portion of the Northwest quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M. lying Westerly of the Skagit Slough and Easterly of a line described as follows:

Beginning at the point of intersection of Skagit Slough and the centerline of Drainage Ditch No. 7 ditch at the South abutment of the dam across said Skagit Slough, which point is 1194 feet West and 120 feet North of the Northeast corner of Section 23, Township 32 North, Range 3 East, W.M.;

Thence West along said centerline of ditch 120 feet;

Thence South 23°50' West, along said centerline of ditch, to the South line of the Northwest quarter of the Northeast quarter of said Section 23.

Contains 11 acres, more or less.

Parcel 2

That portion of the Northeast quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M. lying Westerly of the Skagit Slough;

TOGETHER WITH that portion of the South half of the Southeast quarter of Section 14, Township 32 North, Range 3 East, W.M., lying South of Skagit Slough, being that portion lying South of a line described as follows:

Beginning 1194 feet West and 120 feet North of the Northeast corner of Section 23, Township 32 North, Range 3 East, W.M., said point being the centerline of a drainage ditch;

Thence West, along the centerline of said ditch, 120 feet;

Thence South 23°50' West to the South line of said Section 14.

Contains 32 acres, more or less.

Parcel 3

The Southeast quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M.;

EXCEPT the South 20.00 feet thereof for road purposes.

Contains 39.87 acres, more or less.

Parcel 4

That portion of the Southwest quarter of the Northeast quarter of Section 23, Township 32 North, Range 3 East, W.M. lying Easterly of a line described as follows:

Beginning at the point of intersection of Skagit Slough and the centerline of Drainage Ditch No. 7 ditch at the South abutment of the dam across said Skagit Slough, which point is 1194 feet West and 120 feet North of the Northeast corner of Section 23, Township 32 North, Range 3 East, W.M.;

Thence West along said centerline of ditch 120 feet;

Thence South 23°50' West, along said centerline of ditch, to the South line of the Southwest quarter of the Northeast quarter of said Section 23;

EXCEPT the South 20.00 feet thereof for road purposes.

Contains 28 acres, more or less.

Parcel 7

All that portion of the South half of the North half of the Northwest quarter of Section 24, Township 32 North, Range 3 East, W.M. described as follows:

Beginning at a point 30.60 chains (2019.6 feet) East and 10.75 chains (709.5 feet) South of the Northwest corner of said Section 24;
Thence South for 3.715 chains (245.2 feet) to the Northeast corner of a tract of land as described in Warranty Deed recorded under Auditor's File No. 1456920, records of Snohomish County, Washington;
Thence West, along the North line of the above said tract as described in said Warranty Deed, File No. 1456920, to the Northwest corner thereof;
Thence South for 3.715 chains to the North line of a tract of land as described in Warranty Deed recorded under Auditor's File No. 1541037, records of said County;
Thence West, along the North line of above said tract, as in File No. 1541037, to the Northwest corner thereof;
Thence South for 115.5 feet, more or less, to the South line of the Northwest quarter of the Northwest quarter of said Section 24;
Thence West, along the South line of said Northwest quarter of the Northwest quarter, to the West line of said Section 24;
Thence North, along the West line of said Section 24, to a point 40 rods (660 feet) South of the Northwest corner of said Section 24;
Thence East to a point of intersection of a line which is 30.60 chains East of the Northwest corner of said Section 24 and 40 rods South of said Northwest corner;
Thence South to a point which is 30.60 chains East and 10.75 chains South of the Northwest corner of said Section 24 and the True Point of Beginning.

All Situate in Snohomish County, Washington.

Contains 21.54 acres, more or less.

EXHIBIT B – BUILDING ENVELOPE MAP AND DESCRIPTION

NOT APPLICABLE – NO IMPROVEMENTS

Notwithstanding the provisions of section 6.5.2 of this Easement, titled “Additional Improvements within the Building Envelope” (which are part of Grantee's conservation easement template), no Building Envelope has been designated for the Protected Property because, among other reasons, no improvements are currently located on the Protected Property and no residential dwelling units are allowed under this Easement. As a result, Grantor is not granted any rights pursuant to Section 6.5.2 of this Easement.

Accordingly, any proposed improvements would need to be authorized pursuant to section 6.5.3 of this Easement, titled "Limitations on Additional Improvements Outside the Building Envelope." Because there is no Building Envelope, the provisions of section 6.5.3 apply to the entire Protected Property.

EXHIBIT C

Permitted Exceptions

1. Reservations and recitals contained in the Deed as set forth below:

Grantor: Treasurer of Snohomish County
Recording Date: September 8, 1943
Recording No.: 753719
Affects: Portion of Parcel F

Said document provides for, among other things, the following:

It is distinctly agreed and understood that the grantor, Snohomish County, State of Washington, hereby reserves the right, at any time hereafter to locate, construction and maintain a public road or highway not to exceed 60 feet in width across the premises herein described. That the title or titles of the right-a-way over such strip of land so taken for road purposes shall vest in Snohomish County without cost to said county. This covenant and/or covenants shall run with the land and be perpetual.

2. Easement Agreement for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Diking and Drainage District No. 7
Purpose: Dike
Recording Date: August 30, 1946
Recording No.: 822047
Affects: Portion of Parcel B

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as disclosed by assessor's map:

Granted to: Diking and Drainage District No. 7
Purpose: Unknown
Affects: Portion of Parcels C and E

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution line
Recording Date: January 11, 1966
Recording No.: 1837079

- Affects: Northerly and Easterly portions of Parcel B, and Southerly portion of Parcel C
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: El Paso Natural Gas Company
Purpose: Pipe line and appurtenances
Recording Date: May 9, 1969
Recording No.: 2092129
Affects: Portions of Parcels B and C as described in said instrument

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Cascade Natural Gas Corporation
Purpose: Pipeline or pipelines and appurtenances
Recording Date: September 12, 1968
Recording No.: 2112699
Affects: Southerly portion of Parcel B

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: El Paso Natural Gas Company
Purpose: Pipe line and appurtenances
Recording Date: January 4, 1971
Recording No.: 2179159
Affects: Parcel A

Consent to Easement has been recorded under recording no. 2231503.

The exact location and extent of said easement is not disclosed of record.

8. Release of Damage Agreement including the terms, covenants and provisions thereof

Between: Stanley R. Ovenell, et al
And: Great Northern Railway Company
Recording Date: May 12, 1965
Recording No.: 1780117, 1781531, 1781532, 1781533, 1781534, 1781535 and 1781536

Releasing Great Northern Railway Company from all future claims for damages resulting from construction and operation of a line of railway, and filling and destruction of all ditches and other improvements.

9. Access Easement and the terms and conditions thereof:

Recording Date: August 19, 2016

Recording No.: 201608190606

10. Any adverse claim based upon the assertion that:

- a. Some portion of said Land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.
- b. Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Stillaguamish River or has been formed by accretion to any such portion.

Affects: Parcel B

11. Any question that may arise due to shifting or change in the course, boundaries or high water line of Stillaguamish River or due to prior shifting or changing of the course, boundaries or high water line; and rights of the State of Washington in and to that portion of said Land, if any, lying in the bed or former bed of Stillaguamish River.

Affects: Parcel B

12. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

Affects: Parcel B

13. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

Affects: Parcel B

14. Any question that may arise due to shifting or change in the course, boundaries or high water line of Skagit Slough or due to prior shifting or changing of the course, boundaries or high water line; and rights of the State of Washington in and to that portion of said Land, if any, lying in the bed or former bed of Skagit Slough.

Affects: Parcels D, E and F

15. Liability to present and/or future assessments for Drainage District No. 7

16. The Land has been classified as Farm and Agricultural and is subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Notice of Application was recorded as set forth below:

Recording Date: May 16, 1978
Recording No.: 7805160270
Affects: Parcels C-F

Recording Date: April 27, 1981
Recording No.: 8104270093
Affects: Parcel B

Nothing herein shall expressly or by implication constitute a re-publication or admission of the validity of any exception to title to Protected Property if it, they, or any of them have expired, are invalid, or have become unenforceable for any reason whatsoever.

**[EXHIBIT D
Form of Subordination Agreement]**

When Recorded Return to:

Subordination Agreement

Dated: _____

Mortgagor:

Mortgagee:

Easement Holder: **PCC Farmland Trust, a Washington non-profit corporation**

Background

A. Mortgagee is the holder of that certain mortgage dated [DATE] granted by [NAME/INTEREST], in favor of Mortgagee to secure an indebtedness in the original principal amount of \$[NUMBER] (the "**Mortgage**");

B. The Mortgage created a lien on certain real property owned by Mortgagor in [COUNTY], WA the legal description of which is as follows (hereinafter, the "**Property**");

[DESCRIPTION]

C. The Mortgage was recorded in the land records of [COUNTY], WA, under recording number [NUMBER];

D. Mortgagor has agreed to grant to Easement Holder a Grant Deed of Agricultural Conservation Easement (the "**Conservation Easement**") restricting the Property's use;

E. A true and complete copy of the Conservation Easement has been provided to Mortgagor and Mortgagee;

F. The Conservation Easement will be recorded concurrently with this Subordination Agreement; and

G. Pursuant to the Subordination Agreement's terms and conditions, Mortgagee is willing to subordinate the lien of the Mortgage to the provisions of the Conservation Easement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Mortgagee and Easement Holder agree as follows:

1. Except as otherwise provided for in this Subordination Agreement, the Mortgage, and all of Mortgagee's rights, interests, claims, remedies and privileges under the Mortgage are, and at all times shall continue to be, subject and subordinate in all respects to the Conservation Easement, with the same force and effect as if the Conservation Easement had been executed, delivered and recorded prior to the execution and delivery of the Mortgage.

2. Despite anything to the contrary in this Subordination Agreement, the priority of the Mortgage with respect to any valid claim on the part of Mortgagee to the proceeds of any sale, condemnation proceedings, or insurance, or to the leases, rents and profits of the Property, is not affected hereby, and any monetary lien that may be created by the Easement Holder's exercise of any of its rights under the Conservation Easement shall be junior to the Mortgage; provided that, if the Conservation Easement is terminated under the circumstances described in section 11, the Easement Holder shall be entitled to compensation in accordance with the terms set forth therein.

3. If any action or proceeding is commenced by Mortgagee for the foreclosure of the Mortgage or the sale of all or part of the Property, Easement Holder will not be named as a party therein, and the sale of the Property (or a portion thereof) in any such action or proceeding shall be made subject to all rights of Easement Holder under the Conservation Easement.

4. If Mortgagee shall become the owner of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Conservation Easement shall not be affected thereby, but shall continue in full force and effect, and Mortgagee shall abide by all of the terms, covenants and conditions set forth in the Conservation Easement.

5. Notwithstanding anything to the contrary contained in this Subordination Agreement or in the Conservation Easement, in the event that Mortgagee or any other person acquires title to the Property pursuant to the exercise of any remedy provided for in the Mortgage or under applicable law or as a result of a deed-in-lieu of foreclosure, neither Mortgagee nor any successor or assign of Mortgagee shall in any event be:

- (i) liable for Mortgagor's violation of the Conservation Easement's terms, covenants and conditions, so long as Mortgagee (or its successor or assign) promptly (promptness being measured from the date Mortgagee [or its successor or assign] acquires title to the Property, not when the violation occurred or is deemed to have occurred) takes corrective action sufficient to cure the violation, but in no instance will Mortgagee (or its successor or assign) be liable for damages (including direct, indirect, compensatory, liquidated or any other type of damages) arising from Mortgagor's violation of the Conservation Easement's terms, covenants and conditions; or

- (ii) bound by any amendment to the Conservation Easement made subsequent to the date of this Subordination Agreement, which amendment was not consented to by Mortgagee, such consent not to be unreasonably withheld or conditioned.

6. This Subordination Agreement shall be binding upon and inure to the benefit of Mortgagee and Easement Holder and their respective successors and assigns.

7. This Subordination Agreement may not be amended or modified except by an instrument in writing executed by the party against whom such amendment or modification is sought to be enforced.

8. This Subordination Agreement shall be construed and enforced in accordance with the laws of the state of Washington.

9. An endorsement has been placed upon the promissory note secured by the Mortgage, stating that the Mortgage has been subordinated to the Conservation Easement to the extent described herein.

10. This Subordination Agreement shall be recorded immediately after the Conservation Easement.

11. This Subordination Agreement may be executed in counterparts.

Mortgagee:

By: **EXHIBIT – DO NOT SIGN**

Name: _____

Title: _____

PCC Farmland Trust, a Washington non-profit
corporation

By: **EXHIBIT – DO NOT SIGN**

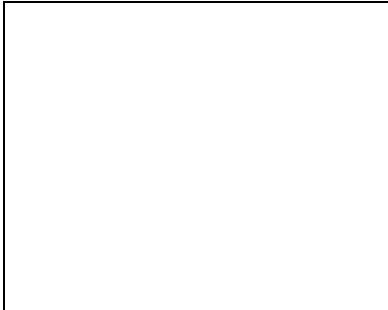
Name: Rebecca Sadinsky

Title: Executive Director

[NOTARY ACKNOWLEDGEMENTS FOLLOW]

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, _____ by
_____, _____ of _____
_____ corporation, on behalf of the corporation, as his or her, and its, free act and deed.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.:
COUNTY PIERCE)

The foregoing instrument was acknowledged before me this __ day of _____, _____ by
Rebecca Sadinsky, executive director of the PCC Farmland Trust, a Washington nonprofit corporation, on
behalf of the corporation, as her, and its, free act and deed.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10f

DATE: May 10, 2018

SUBJECT: Emergency repair to sewer force main on 94th Drive

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Resolution 2018-11 Declaring an Emergency Due to Sewer Force Main Break

ISSUE

The issue in front of the Council is to authorize the mayor to sign Resolution 2018-11 declaring a need for an emergency repair to the City's sewer force main on 94th Drive.

SUMMARY STATEMENT

The City sewer force main on 94th Drive has developed an intermittent leak that left unrepaired will likely worsen and present health and safety concerns for our citizens.

DISCUSSION

The sewer force main on 94th Drive showed an apparent leak and staff excavated the area to identify the problem and perform a repair. Once the main was exposed there was no sign of a leak or where the issue may have generated. There were different pumping scenarios and head scratching that went on but no leak was found. Staff filled the excavation back in and allowed for traffic to resume use of the road. Several weeks later an apparent leak again appeared and staff again excavated the area to determine what the cause of the issue was. When the main was exposed there was no sign of or cause of the leak visible. It was determined that if a leak should occur again the repair was likely going to need to be done by an outside firm with larger machines and equipment. Taylor's Excavators was brought in to consult since they had worked in the direct area and have extensive knowledge. It was determined that without an active leak the repair would be hard to plan for. Staff used steel plates to cover the excavated area so traffic could again use the road, but also to allow for monitoring the main for possible leaking showing up. Weeks later another apparent leak showed up and staff removed the steel plates and again were unsuccessful in finding the source of the problem. Representatives from Taylor's Excavators met staff on site for a series of pumping tests

and investigative work to try to find the issue. It was determined that the force main will need to be shut down with bypass pumping taking place and a section of the main removed and replaced from a meter vault all the way to the pump station to try to make sure the problem area is fixed. This determination is coming with a strong need to protect health and safety and to comply with the Department of Ecology.

FINANCIAL IMPACT

The cost associated with this repair is \$84,500 and may require a budget amendment at the end of the year.

COMMITTEE RECOMMENDATIONS

This has not been to committee although the entire Council has been notified in the Friday e-mail update.

RECOMMENDED MOTION

I MOVE AUTHORIZE THE MAYOR TO SIGN RESOLUTION 2018-11 DECLARING THE NEED FOR AN EMERGENCY REPAIR TO THE SEWER FORCE MAIN ON 94TH DRIVE AND ENTER INTO AN AGREEMENT WITH TAYLOR'S EXCAVATORS TO COMPLETE THE REPAIR FOR A SUM NOT TO EXCEED \$84,500.

**CITY OF STANWOOD
Stanwood, Washington**

DECLARATION OF EMERGENCY

RESOLUTION NO. 2018-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD
DECLARING AN EMERGENCY DUE TO A SEWER FORCE MAIN BREAK ON
94TH DRIVE; AUTHORIZING AN EMERGENCY PUBLIC WORKS CONTRACT
AND MAKING FINDINGS PURSUANT TO RCW 39.04.280(1)(c).**

WHEREAS, the City Administrator and the Public Works Director have reported to the Mayor that a sewer force main under 94th Drive has failed and has resulted in raw sewage to be released above ground and may ultimately enter the City's storm water system. The Department of Ecology regards this repair as highly time sensitive due to the potential harm to the public and thus will likely continue to cause damage to both private and public properties in the City of Stanwood, Washington; and

WHEREAS, these problems have or soon could create a threat to life and property; and

WHEREAS, all necessary and available resources of the City and/or its contractors should be committed to address and rectify the emergency; and

WHEREAS, the City requires supplemental assistance through a qualified contractor; and

WHEREAS, this event constitutes an emergency under RCW 38.52.010(6)(a), RCW 39.04.280 and Chapter 2.80 SMC and necessitates the utilization of emergency powers; and

WHEREAS, pursuant to Chapter 2.80 SMC the Mayor is requesting the City Council declare the existence of an emergency, authorize public works contracting and to make findings pursuant to RCW 39.04.280(1)(c);

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

Section 1. Based on the foregoing recitals, the City Council hereby declares and finds an emergency to exist within the City of Stanwood due to the sewer force main break under 94th Drive and hereby authorizes the use of emergency powers under RCW 38.52.070, RCW 39.04.280 and Ch. 2.80 SMC.

Section 2. Pursuant to RCW 39.04.280 the normal public works bidding and contracting requirements are hereby waived and pursuant to the City procurement policies, the Mayor's actions to contract for emergency repair work with Taylor's Excavating is hereby ratified.

PASSED by the City Council and APPROVED by the Mayor this 10th day of May,
2018.

CITY OF STANWOOD

By _____
Leonard Kelley, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
David A. Hammond, City Clerk

By _____
Grant Weed, City Attorney

Erica Schorn

From: Peggy Kitting <peggypoooh321@yahoo.com>
Sent: Wednesday, May 09, 2018 5:43 PM
To: Erica Schorn
Subject: Ordinance 1456

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

Dear Councilmembers,

Please make me a party of record stating my opposition to Marijuana Retail within the City limits of Stanwood (Ordinance 1456).

I oppose a retail marijuana shop, because it goes against the Comprehensive Plan for Stanwood. Retail Marijuana is dangerous.

THC is dangerous. There will be an increase in teenage youth consumption.

Please distribute my comments to the City Council and the City Mayor.

Thank you for your consideration on this very important matter.

Sincerely,
Peggy Kitting
7229 286th PL NW
Stanwood, WA 98292

Erica Schorn

From: Bruce Kitting <bkitting1@yahoo.com>
Sent: Wednesday, May 09, 2018 5:54 PM
To: Erica Schorn
Subject: Ordinance 1456

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

Dear Council members,

Please make me a party of record stating my opposition to Marijuana Retail within the City limits of Stanwood (Ordinance 1456).

I am asking the city council members to do the right thing and allow an advisory vote. The people who voted them into office are the ones that are asking them to do this. But yet they are willfully ignoring the peoples requests.

Please distribute my comments to the City Council and the City Mayor.

Thank you for your consideration on this very important matter.

Sincerely,
Bruce R. Kitting
7229 286th PL NW
Stanwood 98292

Erica Schorn

From: Nancy H <nancyswandahansen@gmail.com>
Sent: Wednesday, May 09, 2018 8:17 PM
To: Erica Schorn
Subject: Please add to the public record, re:marijuana and forward to city officials
Attachments: how pot hurts your family.pdf

Dear Erica, council members, mayor and city planning commission,

Please add this to the public record, re: marijuana in Stanwood.

The attached article outlines ways that marijuana hurts families.
The links at the end are full of valuable information.

Please consider how marijuana will hurt families in our town.

Please vote 'NO' on allowing pot shops in our town or at the very least give the citizens an opportunity to vote on this important issue.

Thank you.

Sincerely,
Nancy Hansen

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Six Surprising Ways Marijuana is Hurting Your Family

137



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I first blogged about marijuana back in January 2014, when Colorado became the first state to open its doors to the commercial sale of recreational marijuana. (Since then, Washington, Alaska, and Oregon have followed suit.)

The changes in drug policy came after years of lobbying and campaigning by a group of committed activists who compared marijuana to alcohol. They also promised voters many benefits for our communities, like more efficient use of law enforcement and judicial resources; increased revenue

for our schools and infrastructure; and an improvement to public health and safety.

With up to 20 more states voting on marijuana legalization in 2016, it begs the question: How is Colorado's marijuana experiment going?

Unfortunately, not well: *None* of the promises have been fulfilled.

On the contrary, the legalization of marijuana in Colorado has resulted in hurt families, deaths, more children in foster care, increased crime, and even higher utility costs!

The news shocked even Focus on the Family staffers when anti-marijuana advocate, lawyer and Colorado resident, Stephanie Luck, came to speak at our campus recently.

Before I delve into the details of Stephanie's presentation, though, I want to clarify two things.

First, there's an important difference between legalization and decriminalization.

Often, activists garner support for a change in marijuana policy by talking in terms of *decriminalization*. For example, they suggest that no criminal penalties (jail, fines) should be imposed on an adult possessing a small amount of the drug.

But most of the time what people are actually voting on is the *legalization* of the drug, where marijuana is authorized, legally sanctioned, and "endorsed" by the state.

This move results in a commercial industry taking root in our communities. To give you an idea of the impact: there are now more legal medical and recreational pot shops in Colorado than there are Starbucks and

McDonald's – *combined!* No wonder Stephanie called legalized marijuana "Big Tobacco 2.0."

Secondly, medical marijuana isn't what you think it is.

"Medical marijuana is, for all intents and purposes, the standard form of marijuana," Stephanie said. "It's not medical in any sense of the word." And yet, some doctors will write a prescription for almost any reason, enabling "patients" to have tax-free access to the drug without further medical supervision.

This is different from cannabis-based medicine, which involves extracting the beneficial chemicals from the cannabis plant and creating medical treatments that can be controlled for source, dose, purity and safety, just like any other prescription drug.

Having this background, I want to share six ways the legalization of recreational and "medical" marijuana has negatively impacted Colorado.

1. Crime rates and illegal drug trade are increasing.

Denver has seen a 12.5 percent increase in drug crime; 26 percent increase in motor vehicle theft; and a 74 percent increase in homicide in 2015. Pueblo has seen even greater increases.

Also, far from stamping out the black market for marijuana, the illegal drug trade is exploding.

Between 2010-2014, the United States Postal Service has seen a 2,033 percent increase in marijuana packages being sent out of state and out of country.

Illegal grows are popping up everywhere, from residential neighborhoods to farming communities. Drug cartel operations have

even been found in the State's National Forests. In some rural areas, armed men guarding illegal grows have blocked public roads, making it difficult for area residents to access their properties.

2. Colorado may be facilitating sex trafficking around the world.

Because marijuana is illegal at a federal level, the marijuana industry can't use the federal banking system. To work around this challenge, Colorado's marijuana industry has established its own banking system, which is largely unregulated.

As a result, there is concern that illegal organizations around the world may be able to use Colorado's marijuana banking system to launder their money to facilitate the trafficking of people, weapons and harder drugs.

3. Instead of increasing revenue for schools and infrastructure, marijuana has strained Colorado's economy and resources.

In 2014, Colorado projected that the legalization of marijuana would result in an additional \$118 million in tax revenue. However, it received only \$52.5 million – money that's mostly being used to regulate the industry, so there is no net gain.

Take it from Colorado's director of marijuana coordination, Andrew Freedman: "You do not legalize for taxation. It is a myth. You are not going to pave streets. You are not going to be able to pay teachers."

Far from providing the state with additional funds, marijuana has caused an increased *demand* of public and social services. People

moving into the state to take advantage of the lax drug laws often arrive without jobs, family or support networks in the state. Instead, they rely on the state to provide welfare, food stamps, food banks, and other forms of social service help. The demand has been so overwhelming that local charity groups have had to limit the services they provide because they don't have the funds to accommodate the added need.

4. Families are paying more for utilities.

Did you know each marijuana plant needs approximately 900 gallons of water, contributing to droughts in the West? Officials have called it a "full-scale environmental disaster" because of the damage it inflicts.

Marijuana growers also consume as much power as 35,000 households. The illegal grows in our state's neighborhoods are stealing power, in some cases even causing transformers to go up in flames.

Quite simply, our power grids weren't designed to sustain this type of demand – and struggling families are bearing the brunt in the form of dramatically higher utility costs.

5. Children and teens are endangered.

As a child advocate and foster dad, I'm probably most moved by how marijuana harms children. For example, we've heard accounts from those who work in family courts and drug treatment facilities that marijuana is causing more kids to enter our foster care system due to parental neglect and exposure to the drug.

This exposure is happening in part because edible marijuana is being marketed to kids through packaging that looks like popular candies and chocolates, enticing young children to consume their family's drug stash. And with today's marijuana *far more* potent than what was

available in the 1960s and 70s, it's more deadly than ever for a child to ingest it.

Most marijuana users are between the ages of 12 and 25, and our youth-use rate is 56 percent higher than the national average. These statistics are especially sobering when you consider daily teen marijuana users are *seven times more likely* to attempt suicide.

6. Public safety is threatened.

Marijuana-related traffic deaths increased 92 percent between 2010-2014 (while all traffic deaths increased only 8 percent).

Here's another example of the dangers of marijuana to public safety: In just a two-year period Colorado has had at least 44 marijuana-related explosions – 12 in 2013 and 32 in 2014 – caused by people attempting to extract THC (delta-9-tetrahydrocannabinol), the mind-altering chemical found in the cannabis plant, in home-based labs.

As you can see, marijuana is far from harmless. It's astonishing to learn exactly how the legalization of marijuana has hurt the people and families of Colorado – and I didn't even include what Stephanie shared with us about the negative impact on our businesses and property values!

If you're living in one of the states considering the legalization of medical marijuana, I ask you: please resist. Medical marijuana is just the first step towards allowing recreational use of the drug. Also, please share this blog post with your family and friends. The futures and well-being of real people – of our children! – are at stake.

For those of you living in states that have already legalized marijuana – laws can be reversed. The issue can be put on the ballot through referendum. Please consider getting involved in efforts to repeal the legalization of this dangerous drug.

I'd like to hear from you: what's the story in your state? What have you heard about legalization efforts – or what damage have you already seen? Please let me know your thoughts in the comments section.

I'm thankful to expert Stephanie Luck for allowing me to share the information she presented to our staff in this blog post. For those of you who asked about original sources, here are some research compilations you can use to look into the topics discussed here for yourself. -J.D.

- *"The Legalization of Marijuana in Colorado: The Impact"*
- *"Colorado and Washington State Since Legalization"*
- *"A Critique of the ICSDP Report on Marijuana."*

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Topics: Current Events

Tags: family, news, policy, pop culture

June 8, 2016 by Jim Daly

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the Boy Scouts
Continues



Your Help is Needed
to Protect Faith-Based
Adoption Agencies



From "Napalm Girl" to
"Child of God"

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137 Comments

[SUBSCRIBE](#) [RSS](#)**Patti Lee**

634 days ago

Thank you so much for this article! May God bless your efforts to help families. As a resident of Pueblo, I can comment on the "before and after" allowing in recreational pot via profit-driven business and it's not good. Lots more crime, and the highest use-rates of high school seniors in the country. Colorado now has the highest rate of ALL drug use in the country. Please see Pueblo for Positive Impact or Parents of Colorado against the normalization of dope to hear more about our struggle. One of the best organizations to find out more in our state is: <https://learnaboutsam.org/sam-affiliates/> If you are concerned about families, please consider supporting SAM's efforts

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0

**Vern Green**

676 days ago

As a Christian who uses Marijuana for medicinal purposes I find a lot of what is written here more fear mongering. A few years back I was very anti weed, when I started doing research into it and asking questions I soon realized there was a lot more to this amazing plant. I am not a teen but a 50 yr old who was using 3 to 5 t3s just to work a 8 hr shift which actually is toxic but lawful. I started using oil for my shoulder pain and within a

week I was having no pain . Please feel free to do more research on this subject before denouncing it as evil

LIKE REPLY SHARE

1



Anonymous

678 days ago

Marijuana = Drunkenness

LIKE REPLY SHARE 1 REPLY

1



Kevin Hunt

230 days ago

Should people be arrested for the 'crime' of getting drunk in their own homes?

LIKE REPLY SHARE

0



Anonymous

692 days ago

Having read some of these posts, I also must say I was concerned about the "lack of data/references" given in the body of the article. However, when I went all the way to the bottom and saw that Focus had given some links for just that, the pursuit of the data/research, I clicked on the link provided re Stephanie Luck's presented info (see her qualifications in the body of the article)--"Colorado and Washington State Since Legalization"), I found some pretty convincing data that supports the lack of wisdom (period!) in supporting the legalization of recreational/"medical" marijuana, whether it supports/or not all the premises. Check it out!

And thank you, Jim and Focus, for providing some resources for us--it would appear some folks didn't read "all the way to the bottom"

LIKE REPLY SHARE 1 REPLY

0

**Kevin Hunt**

230 days ago

Where is the 'data' that supports the claim that the 'marijuana banking industry' is involved with sex trafficking?

LIKE REPLY SHARE

0

**Rob Neave**

696 days ago

Two words: poppy plant

LIKE REPLY SHARE

1

**Jessie Saldaña**

697 days ago

Im just going to put this here...

<http://www.mintpressnews.com/new-schools-less-crime-colorado-sees-benefits-of-marijuana-legalization/208751/>

LIKE REPLY SHARE

2

**Anonymous**

697 days ago

Are our religious leaders turning into politicians?
I am saddened and disheartened that the people of Colorado have to deal with all this. The FACTS are bad enough. But when pundits believe they have to resort to innuendo to make it seem even worse, and a God-fearing organization like Focus on the Family deems it okay to quote them without comment (on the non-fact based points in the story), I have to wonder if they're taking cues from the current political debates!

Point #2. "Colorado may be facilitating sex trafficking around the world." is nothing but innuendo and baseless demagoguery. There are no facts listed. Not even a single fact that supports suspicion of such activity. Why not just say that it can be used to support terrorism or assassination or anything else illegal?

Yes, they get around it with "may" and "could".. In the middle of a paragraph, alleging to such possible activity would be simple editorializing. As a bullet point with a LARGE accusatory heading it is fear mongering, plain and simple.

I would not have bothered with this one post, but it is not the first time I have seen fear-mongering on this site to get people to support a cause or viewpoint.

Please, Sirs and Madams in charge of this bastion of God on the internet, I BEG you. Stop. Jesus never tried to frighten people into following him with innuendo and inflated baseless claims. To do so is tantamount to lying, or to put a finer point on it, bearing false witness. Just say no!

Chris W.
Charleston SC

LIKE REPLY SHARE

8



Jeff Bailey

697 days ago

I sent this blog to my daughter, who will be living in Colorado, where her mom and I live, when she returns from a vacation outside of the country. She is 19 years old. Below is her interesting and gracious response. I see there have been other similar concerns conveyed. When I read the article, I also had thoughts about "where are the references?" My daughter beat me to the punch in articulating it.

"Hey dad,
I appreciate the article that you sent and was grateful to see some new viewpoints.

However, after reviewing the article I was unimpressed by the lack of credible sources or fact references provided. There are many moments where the author uses logic fallacies such as jumping to conclusions without proper presented data. I do appreciate this new view and accept that they are possible however I would need more background and statistics as well as reference sources. Love you bunches!!!"

Author: Any thoughts or perspective on her response?

LIKE REPLY SHARE 1 REPLY

4



Anonymous

692 days ago

Concerned about the lack of data/references? Check out the links offered at the bottom of the article--specifically provided so we could check it out ourselves:) The link "Colorado and Washington State Since Legalization" alone provides enough insight supporting the lack of wisdom--period!--in legalizingrecreational/"medical" MJ.

It is noteworthy that the main article does have reference, tho' brief, to the different nature of cannabis-based medicine. You can go to The Truth About Cancer (Global Quest) website to explore how cannabis in its true medicinal form has proven valuable in the treatment of some cancers.

LIKE REPLY SHARE

1



Anonymous

697 days ago

It saddens me to see very few agreeing with the goals of this article (forget about the fact debate and true medical situations). I just have two points to make.

1. Apostle Paul says we are to be sober-minded. Society already has alcohol for people to alter their mood and escape. I

would say alcohol does more harm than good to society when you look at the rates of addiction, health impact, negative side effects of drunk behavior, etc. A great man at my church was killed a month ago by a drunk driver - impaired. What about the drunk dad that abuses his kids? The gentleman that commented previously on letting people decide themselves what is good for them? Unfortunately, their decision does have an impact on others so it is not that simple.

2. Building on the above, and to the people promoting "enjoy the seeds of the earth", how many other drugs does society need? There are many other seeds to be enjoyed - think of all the other drugs. So do we make these legal too? Let's be realistic, legalizing weed is the next step to legalizing other drugs. At least be honest about that. You can't be serious "if we just legalize weed, then everyone will be content and we will stop there."

I know this is the way our country is going and there will be no turning back. At some point in the future, we will be having the legalize prostitution debate, and it will eventually win. Think of the tax benefits! We can better control it! How can we decide what is good for others? etc.

As I said at the beginning, this saddens me. And I have a hard time seeing Jesus cheering in heaven when I think about why he died on the cross.

LIKE REPLY SHARE 5 REPLIES

0



Megan Land

697 days ago

Marijuana is far safer than prescription drugs

LIKE REPLY SHARE

1



Bill Everman

697 days ago

I'm not sure of the logic that goes from the tragedy of someone being killed by a drunk driver to the importance of keeping marijuana illegal. Are you also advocating returning to alcohol Prohibition?

Many believe that alcohol is a far worse intoxicant when it comes to driving, and there is some evidence that where pot is legal, people substitute its use for alcohol use--so legalizing pot might actually reduce drunk driving.

The Apostle Paul did indeed tell "us" to be sober-minded. But the "us" here is believers. He never, to my knowledge, told anyone to go and petition the Romans to ban intoxicants, and there's no scriptural basis for using the power of government to force non-believers to follow a lifestyle that's recommended for believers. God looks to change the heart, and actions follow.

LIKE REPLY SHARE 1 REPLY

4



Anonymous

694 days ago

LOL Bill. I am not posting to convince you, only to show FOTF that someone out here believes in their vision. Just one comment to your first paragraph, I was just on a court case for someone driving under the influence of marijuana - impaired. My point being: how many more drugs does society need because it ain't gonna stop with your weed. Just admit that.

LIKE SHARE

0



Todd Junker

678 days ago

Are you aware that Cannabis is mentioned in the Old Testament several times, and was, in fact, one of the component of the Holy Anointing Oil that the priests used in the Tabernacle Tent. Cannabis is referred to as Kaneh Bosom in the Old Testament. Not too long ago (just before Pesach/Passover) Rabbis deemed Cannabis to be Kosher...

LIKE REPLY SHARE

1

**Kevin Hunt**

230 days ago

Then God said, "I give you every seed-bearing plant on the face of the whole earth and every tree that has fruit with seed in it. They will be yours for food. Genesis 1:29

Psalms 104:14-15 - He causeth the grass to grow for the cattle, and herb for the service of man: that he may bring forth food out of the earth;

Genesis 9:3 - Every moving thing that liveth shall be meat for you; even as the green herb have I given you all things.

Genesis 1:12 - And the earth brought forth grass, [and] herb yielding seed after his kind, and the tree yielding fruit, whose seed [was] in itself, after his kind: and God saw that [it was] good.

LIKE REPLY SHARE

0

**The Dude Thats what you call me.**

698 days ago

Is any of this based on factual evidence? Where are the sources? up x%? from what? to what? It seems like most of the numbers are given to this author secondhand or by rumor alone.

LIKE REPLY SHARE

2

**theheritageohio**

698 days ago

I consider myself extremely conservative. I am the mother of 12 and we homeschool. When did my views about legalizing marijuana change? When it hit close to home. Our youngest son has epilepsy with seizures not under control. The last 10 years we have watched the horrible effects on him of the seizures AND the legal prescription drugs he has taken. Some of those drugs have him so crazy he is out of control throwing things, trying to kick out car windows, and screaming uncontrollably. I want to laugh when people warn about whether we know everything we need to know about the side effects of marijuana. Really? I would take my chances. I have been tempted to get some of the products like CBD oil from Colorado since it was not legal in Ohio. The law legalizing medical use just passed this month, so it will become an option for us. If it is not cost prohibitive, we will definitely consider trying it with him. I am sorry some people abuse marijuana. I'm sorry people abuse cigarettes and alcohol. I'm sorry people abuse food. I'm sorry people abuse the internet. I'm sorry people misuse their sexuality. All these abuses come with a cost to society. When you look around you, there are so many hurting people who are self medicating in many different ways. We need to concentrate on helping people find Jesus and heal their hurts from the inside out. Until then, no amount of laws are going to keep people from finding ways to fight their pain. For all of the people who need marijuana, whether it's to fight cancer or epilepsy, it is really unloving to deny them access because there might be some who would misuse it. People misuse prescription drugs all the time and that doesn't mean we deny access to those who really need it. I think there is a sense of hysteria about marijuana that is disproportionate to the risks. And, I can't help but feel some drug companies don't want to compete with the medical benefits of marijuana.

LIKE REPLY SHARE

4

**Anonymous**

698 days ago

WOW. Quite the backlash of comments with disregard to this article. Must have hit a nerve, FOTF. I know addictions are forceful. Regarding "God's medicine" I am hard pressed to think God is providing healing through avenues that are altering our judgement and promote dependence and tolerance through addiction.

As a nurse practitioner I see the effects of medical marijuana as a detriment to healing. Perhaps initially people "feel" as though the drug is helping (probably due to the altered judgement) but long range effects are not justifying this treatment. Critically thinking medically, the risks far out weigh any benefits.

LIKE REPLY SHARE 3 REPLIES

1

**Bill Everman**

698 days ago

Let me be clear: my point by point refutation of this article is not an endorsement of marijuana. I personally have never used marijuana--actually, I've never smoked a cigarette. That's because I saw the harm that (perfectly legal) cigarettes and alcohol did to my father. Those legal substances provide pleasurable experiences for their users, with real risks, just as marijuana. As to considerations of medical marijuana, this is also true of pretty much every drug: pharmaceuticals can provide great relief and healing, but can also bring with them serious side effects, up to and including death.

The question regarding marijuana legalization is not whether marijuana is the best thing God ever made, but whether there's anything about it that justifies banning it, arresting and locking people up for possessing it or selling it, corrupting our legal system and twisting the Fourth Amendment into a pretzel because it's hard to catch people committing "crimes" that don't have victims.

I believe that, unless someone's conduct is harming someone else, they are the best person to decide what level of risk is acceptable for them. Some people like skydiving, despite the risk. I think that's crazy. But I don't think we need cops kicking down doors confiscating parachutes and arresting people who own them.

LIKE REPLY SHARE

4

**Megan Land**

697 days ago

So why are there canabis receptors in the body? God did that. But your all for man made pescripts? Pain meds are v addictive and change judgment. Cholesterol meds allow people to continue with bad eating behavior. Vaccines are grown on aborted fetus tissues....I could go on. This point of view you hold has tons of hippocracy. Wake up.

LIKE REPLY SHARE 1 REPLY

2

**SSiu**

697 days ago

Just because they call them cannabinoid receptors doesn't mean they were put there for externally applied cannabis use. We also have receptors for nicotine and for morphine. But they weren't there for the exogenous drugs in those instances either. They get the name because researchers are looking for the mechanism of action of a certain drug and when they find it they give it the name of the drug they were using to identify it. But the body already had endocannabinoids (neuromodulatory lipids) that used those receptors. That's

why it's there. Likewise acetylcholine and endorphins.

LIKE SHARE

0



Robert Schmidt Jr.

698 days ago

When I read this, I had so much to say that I didn't know where to start. I read through the comments and much of what I had to say has been said among of the many good comments, two main ones r Bill Everyman and Jonathan Woodard. There's a saying, it takes one to know one. It's also true that it takes one to know one who is not. The later can see this mind's attempt to deceive and this reflects badly on focus on the family and raises doubt. I say relegalize instead of legalize because I'm implying the it was legal before, which is the truth. Read the history for yourself. Our Creator allows us as a people to be good stewards or bad, the choice is ours. I'm in awe at all the needed things cannabis can be use for. Not only annually renewable but also environmentally friendly. But no, we chose to go the route of striping resources to make products and polluting in the process and consuming and producing waste, often toxic to some degree and more pollution. As a result, we have many health problems such as cancer. Personally, I believe 100% with no ifs, buts, or ands that our Creator knew what he was doing. I'm positive that He provided a way if we had decided to take the path of good stewards, cannabis being one of them. In the mindset of this article, I don't see God's glory anywhere.

LIKE REPLY SHARE

2



Anonymous

698 days ago

First, I don't do pot, drugs or drink. I know many people who do pot, the majority of whom are high functioning with high level jobs and stable relationships. Many of the issues mentioned in this article are issues that are arising due to the disparity in the legality of pot on a state to state basis and on the federal level.

A retired police officer said in 40 years he never got a call for rape, murder or any violent crime that involved pot use. He got many calls that involved alcohol use. I know people with mental health issues or with seizures who use pot as the most effective way to treat their symptoms after trying all the pharmaceutical drugs with no relief. Statistics can be used to argue any point if you don't research all the factors behind the numbers. This article shows a lack of talking with real people. If you are taking such a strong stance against legalization of pot you must take an even stronger stance against legal alcohol use. It is a much more deadly drug and has a much more devastating effect on society and people. Do some real research and meet real people please, before writing. Also, my son said it is easier to get any illegal drug than it is to get legal things like cigarettes. I agree that driving under the influence of pot is the same as drunk driving.....not good at all. Thank you.

LIKE REPLY SHARE

1

**Andy Todd**

698 days ago

i like how it hasn't made colorado ANY oney yet somehow the school system is now so ver funded that the city of denver is starting to invest marijuana tax dollars into programs to help get homeless off the streets and into jobs and housing so that they can support there families. five years ago downtown denver was practically a ghetto and now its all luxury lofts and apartment buildings with nobdy getting killed at the bus stations like was a problem not so far in the past

LIKE REPLY SHARE

1

**Anonymous**

698 days ago

Thanks for the good chuckle it went really well with all this weed I just smoked. Now, if you'll excuse me, I all of the sudden feel an urge to commit some crime! Maybe a little sex trafficking or some black market things. Just kidding! I am going to pack another bowl and watch some Netflix. The most dangerous

thing that will happen tonight is I will more than likely burn my thumb a little, but those are the risks you have to take when you smoke the devil's grass.

LIKE REPLY SHARE

2

**Marsha Schlesinger**

698 days ago

https://www.sciencedaily.com/releases/2016/02/160210135334.htm#.V1g_Lr17A1w.facebook

LIKE REPLY SHARE

0

**Marsha Schlesinger**

698 days ago

The comments below show a lot of misinformation about marijuana. Here is some excellent articles about the use of marijuana.

<https://www.drugabuse.gov/publications/drugfacts/marijuana>

LIKE REPLY SHARE

1

**Bobi Moreno**

698 days ago

Please make clear the issues of the proper use of marijuana as medicine which is truly valuable, and the decriminalization when appropriate. These are important to establish.

LIKE REPLY SHARE

1

**Anonymous**

698 days ago

I live in Oregon and so far I haven't heard much about the effects of legalizing Marijuana other than getting a lot in tax \$\$ (though where those taxes go, I don't know). I do know that, even though Oregon has the most strip joints per capita in the nation, we definitely now have more pot stores. In fact I would guess more pot stores than bars and strip clubs combined. They all definitely "sleaze up" the town just by their presence. I think within a mile stretch of a highway near where I live there are about 3 pot stores...classy!

LIKE REPLY SHARE

0

**Heather Cappadonia**

698 days ago

"This is different from cannabis-based medicine, which involves extracting the beneficial chemicals from the cannabis plant and creating medical treatments that can be controlled for source, dose, purity and safety, just like any other prescription drug"

Our son is on Epidiolex, pharmaceutical cannabidiol, under the Compassionate Use act in New York. Only 100 kids in the state are in this group. We were selected by lottery. He has gone from 14 drop seizures a month (without the three other anti seizure meds he takes would have over a hundred a day) down to 2, and he hasn't even titrated up the the regular dose yet. The med is 99 percent CBD and 1 percent THC.

So it's working for us! Praise the Lord! He created this plant to help kids who have seizures!

LIKE REPLY SHARE

2

**Tony Shapiro**

698 days ago

First, I don't smoke this Crap and don't really support it, except Cultivation has brought back the Commercial Real Estate Business in Los Angeles. Warehouses that sat vacant for years

are now rented at Top Dollar and even the Department of Water & Power is making money off of Marijuana. Yes Marijuana is bad for our kids and good for the economy

LIKE REPLY SHARE

0



Sandra R

698 days ago

Okay, read the comments below and decided to check the facts. Basically, as of 2015 there was an increase of fraud, vandalism and bike/pedestrian accidents.
<https://bouldercolorado.gov/police/crime-statistics>

LIKE REPLY SHARE

0



Anonymous

698 days ago

If those reasons aren't enough already, there might be another one... We have a small business with several employees. Over the last couple of years there have been three instances of child support garnishments - in other words, the government is trying to collect child support from a dead-beat parent. We eventually found out that each one of the three respective employees was a pot smoker. Coincidence? I wonder if there are any studies that examine how marijuana use impacts people's sense of responsibility and ambition to provide for their children.

LIKE REPLY SHARE

1



Anonymous

698 days ago

Looks like all the potheads are defending their turf

LIKE REPLY SHARE 1 REPLY

0

**Bill Everman**

698 days ago

Never smoked the stuff. Just don't think it's anyone's business to tell someone that they can't make their own decisions as long as they aren't harming anyone else. But as long as we are engaging in ad hominem arguments, are you here on behalf of a police union, a prison guard union or an alcohol manufacturer? Those are usually the ones who are first in line to protest legalization of marijuana--because it affects their bottom line.

LIKE REPLY SHARE

3

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President of Focus on the Family

Jim Daly



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Erica Schorn

From: Nancy H <nancyswandahansen@gmail.com>
Sent: Wednesday, May 09, 2018 8:31 PM
To: Erica Schorn
Subject: Fwd: Stanwood results for I502
Attachments: stanwood votes no on I 502.jpg

Erica,

Please add this information to the public record, re:marijuana & please forward to all city officials.

This correspondence provides the information that shows that the city of Stanwood voted 'NO' on Marijuana when voting for I-502.

At the last city council meeting, council member Williams stated that Stanwood voted in favor of legalization. This information shows that, that information was incorrect.

Stanwood voted 'NO' on I-502. We have never voted in favor of having a pot shop in town.

Please let the citizens vote on this important issue that effects our community.

Thank you.

Sincerely,
Nancy Hansen

----- Forwarded message -----

From: **Smith, Joseph** <Joe.Smith@snoco.org>
Date: Mon, May 7, 2018 at 4:48 PM
Subject: Stanwood results for I502
To: "nancyswandahansen@gmail.com" <nancyswandahansen@gmail.com>
Cc: Contact Elections <elections@snoco.org>

Hello Nancy,

Attached is the portion of the canvass for the city of Stanwood.

Let me know if this is adequate.

Thank you,

Joseph Smith

System Administrator

Snohomish County Elections ~~444~~

A Division of the Auditor's Office

3000 Rockefeller Ave, M/S 505

Everett, WA 98201-4046

(425) 388-3444 (Main) | (425) 388-3947 (Direct) | joe.smith@snoco.org | www.snoco.org

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**Statement of Vote
SNOHOMISH COUNTY
G_11062012_ELEC
11/27/2012**

Initiative to the Legislature 502

	Registered	Turnout	Percent	1	2
STANWOOD 1	361	231	63.99%	125	99
STANWOOD 2	538	411	76.39%	199	205
STANWOOD 3	499	407	81.56%	186	212
STANWOOD 4	682	602	88.27%	278	311
STANWOOD 5	729	614	84.22%	300	300
STANWOOD 6	347	277	79.83%	130	144
STANWOOD 7	385	290	75.32%	155	130

Candidates

1 YES

2 NO

November 27, 2012 11:57 AM

HOMISH COUNTY

1062012_ELEC

7/2012

Department of Vote

Initiative to the Legislature 502

	Registered	Turnout	Percent	YES	NO
JWOOD 1	361	231	63.99%	125	99
JWOOD 2	538	411	76.39%	199	205
JWOOD 3	499	407	81.56%	186	212
JWOOD 4	682	602	88.27%	278	311
JWOOD 5	729	614	84.22%	300	300
JWOOD 6	347	277	79.83%	130	144
JWOOD 7	385	290	75.32%	155	130
Total:	3,541	2,832		1,373	1,401
				49.50%	50.50%
				YES	NO

Source: <http://www.snoco.org/elections/results/PastElectionResults/PastElectionResults.html>

<http://www.snoco.org/elections/results/1106sov/1112Canvass.htm>

<http://www.snoco.org/elections/results/1106sov/47.htm>

Erica Schorn

From: Nancy H <nancyswandahansen@gmail.com>
Sent: Wednesday, May 09, 2018 8:37 PM
To: Erica Schorn
Subject: Fwd: letter to the editor, just sent

Hello Erica,

Please add my 'letter to the editor' to the public record, re: marijuana ordinance
Please forward this to the city council, mayor and city planning commission.
Thank you.

Sincerely,
Nancy Hansen

----- Forwarded message -----

From: **Kathy Boyd** <kboyd@scnews.com>
Date: Fri, May 4, 2018 at 1:13 PM
Subject: Re: letter to the editor, just sent
To: Nancy H <nancyswandahansen@gmail.com>

Thank you for copying me on this, Nancy.
It needed only minor changes. We plan to publish it May 10.

Kathy Boyd, Editor/General Manager
Stanwood Camano News
9005 271st St. NW, Stanwood, WA 98292
Kboyd@SCNews.com, 360-542-2217

From: Nancy H <nancyswandahansen@gmail.com>
Sent: Friday, May 4, 2018 11:51:03 AM
To: Kathy Boyd
Subject: letter to the editor, just sent

I just submitted this to SCNews on the website form.
Thank you for the extension!!
-Nancy Hansen

"We the People" Ignored in Stanwood
Should Stanwood be the only other city in Snohomish county, besides Everett, to allow a marijuana shop in its historic downtown?
Right now, it looks like that is what most of the city council thinks is best for our community. To date, 115 Stanwoodites have stated otherwise.

The city council has heard from many people, experts in their fields, who have come forward to voice their opposition. A retired driver's ed teacher shared evidence that state fatalities involving marijuana DUI's have doubled since legalization. A former Stanwood teacher and current substitute teacher has shared that SMS teaches, in health class, that marijuana is a gateway drug and that the community adding a shop sends the wrong message to these kids. A former chief of police from Edmonds cited many stats on issues that have plagued communities since legalization. An insurance underwriter shared that his company will not insure marijuana businesses since they have very high liability due to crime. A bus driver who drives children to their shelters from Stanwood schools

conveyed the deep pain for kids whose parents use drugs and end up unable to care for their them in our own community. The Stanwood school district has 150 children who are classified as 'homeless.' An 11-year-old said she wants to feel safe downtown. A grandmother whose child started smoking pot in elementary school, whose life has been a loss because of this drug, sternly admonished the council to not bring this into our community. Multiple people shared that they have moved here in the past decade because it's a nice town and they oppose the city's plan to bring pot shops to downtown Stanwood. The majority of the council has largely ignored and belittled these voices of our community.

Erica Schorn

From: Nancy H <nancyswandahansen@gmail.com>
Sent: Wednesday, May 09, 2018 8:40 PM
To: Erica Schorn
Subject: Kate Hansen's speech from city council meeting, re:marijuana

Erica,

Please add this copy of my daughter's speech to the public record, re:marijuana
Thank you.

Nancy Hansen

My name is Kate Hansen 28714 75th Dr. NW., Stanwood, WA

I live in the Stanwood city limits and I oppose a recreational marijuana shop being opened in our city.
I do not think it benefits the character of our great town, nor the well-being of our citizens, especially young people.

Two years ago my mom got an urgent call from someone concerned about the council meeting asking her to come because someone was rallying people from the medical marijuana dispensary to come speak to the council about allowing a pot shop in town.

My mom had no idea that this was an issue being discussed in our town. She was curious about what was happening and thought it would be an educational experience for me to come along with her to see what the issue entailed. We were naive & had no idea what we were walking into. WA state law had changed and unless Stanwood changed their stance on recreational marijuana, the medical dispensary would have to close down like many other shops across the state.

Some people shared their medical problems and needs for medical marijuana. While other people angrily informed the council of their views. My mom hadn't planned to speak, but shared her views opposing a recreational marijuana shop in Stanwood which made the crowd upset. The mayor had to call for order.

I stood up and said that I didn't think that Camano, or Conway were too far to drive. couldn't people stop on their way to other errands, rather than bringing a business that sells drugs for "recreation" to our town?

A woman behind my mom grabbed her shoulder and told her "you should be ashamed for teaching your child to think like that."

The mayor told everyone that they were not to touch anyone or they would be removed. It made my mom and I feel scared.

When we left that night three men followed us to our car yelling profanities and screaming at us. My mom posted our experience on Facebook and soon after a police officer called and apologized for our experience. He gave us his direct line and told us to call if there were any problems.

I'm here tonight to ask if the behavior displayed by the pro-marijuana men, who were yelling at a mom and her 13 year old, is that the kind of behavior we want to draw in to our community? Do we want to encourage individuals to hang out downtown that grab mothers by the arm and reprimand them for teaching their child to be a good citizen?

I realize a few people have said that there was never a problem with the medical dispensary or the people who shopped there, but I disagree. I don't think some of them were nice. They certainly scared me.

I go to youth group down by dairy queen, my 13 year old sister and her friends like to shop on main street & my mom gets her hair cut at Jack Plum. Please don't make the downtown area a scary place for us to be.

And, please don't tell my parents and their friends that its okay, in your opinion to do drugs. Moms who have to drive their kids around for classes and activities should not do drugs. Kids need their parents to be involved in their lives and care for them. The idea that the city wants more money so badly that they are willing to compell their citizens to become drug users saddens me. Please vote NO on allowing a pot shop in our town.

Erica Schorn

From: Nancy H <nancyswandahansen@gmail.com>
Sent: Wednesday, May 09, 2018 8:44 PM
To: Erica Schorn
Subject: Claire Hansen's city council speech - add to public record

Hi Erica,

Please add my daughter's speech to the public record re: marijuana.

She was not allowed to read it at the last city council meeting because she had spoke before, but her friend, Clara Nichols, read a portion of it to the city council. Here it is in its entirety.

Thank you.
Sincerely,
Nancy Hansen

My name is Claire Hansen, age 13
28714 75th DR NW Stanwood

When you were a teenager was there ever a trend or activity you wanted to do, that your parents didn't approve of?
Did they ever ask you, "If all your friends are jumping off a cliff, are you going to jump too?"

Well, there are a number of cities in WA jumping off the pot shop cliff, but I'm here to ask you not to follow them.

William Penn once said, "Right is right, even if everyone is against it and wrong is wrong even if everyone is for it.

People at previous meetings have tried to persuade you that "everyone's doing it", but its simply not true. A lot of towns have said NO.

They don't think its the right fit for them and I don't think its the right fit for Stanwood. Its not what this town is about. according to the 2010 census, it says Stanwood is a city of 2,388 households of which 38% have children under 18 living with them. We are a town full of families. A town full of young impressionable people, like myself.

I am thankful cities like Stanwood still have the freedom to be who they are!

According to the "MRSC or Marijuana Regulations in Washington State" 's website: "Cities, towns and counties in Washington State can choose to prohibitstate-licensed marijuana businesses because WA local governments have authority to enact legislation regulating land uses within their jurisdictions."

77 towns and 5 counties in washington state have said NO.

cities like Snohomish, Leavenworth, Chelan, Poulsbo, Snoqualamie, and Marysville.

some cities such as Mercer Island did not need to outlaw it because no retail locations existed that also met the 1000 ft. buffer rule.

the following cities allow it in industrial, light manufacturing & commercial zones, but not in their downtown
Mount Vernon, Burlington, Anacortes, Arlington, Lake Stevens, Oak Harbor, Bellingham and Monroe.

All of Arlingtons shops are along the freeway or are in Smokey Point.

The one exception to is Everett, they have some zones in their down town where it is allowed.

Some cities are choosing to not follow the crowd. Some cities are saying no to pot all together, Marysville is one such city.

A Marysville city council member who messaged my mom last week told her, "we were unanimous in our decision to not zone to accommodate the industry during the I-502 early stages. We continue to be unanimous in our thinking even today. I believe it is

one of the best decisions we've made as a city. I'm happy as a councilmember to say that this distinguishes us from many of our neighbors. and we're thriving, so I don't buy the revenue argument."

Martin Luther King Jr said,

"The time is always right to do the right thing"

Please city council, do the right thing. Hear the people here tonight, listen to the evidence that is being shared, represent the members of your community, our community, Stanwood.

Erica Schorn

From: Kathleen Shepro <kathleentcob@yahoo.com>
Sent: Thursday, May 10, 2018 5:00 PM
To: Erica Schorn
Subject: Ordinance 1456

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

Dear Councilmembers,

Please make me a party of record stating my opposition to Marijuana Retail within the City limits of Stanwood (Ordinance 1456).

Please distribute my comments to the City Council and the City Mayor.

Thank you for your consideration on this very important matter.

Sincerely,

Kathleen Shepro
8611 280th ST NW
Stanwood WA 98292

Erica Schorn

From: Kathy Grant <kgrantwa@gmail.com>
Sent: Wednesday, May 09, 2018 3:49 PM
To: Erica Schorn
Cc: Kathy Grant
Subject: Ordinance 1456 opposition

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Erica, Please forward this email to the City Council members and mayor.

Thank you!
~Kathleen

Dear Council Members,

Please make me a party of record stating my opposition to a Marijuana Retail Store within the City limits of Stanwood (Ordinance 1456).

I am in favor of an advisory vote from the Stanwood citizens. We, as taxpayers and residents, should make this decision directly.

Thank you for your consideration on this very important matter.

Sincerely,

Kathleen Grant

8201 283rd St., NW

Stanwood, WA 98292

Erica Schorn

From: staceysnider@gmail.com on behalf of Stacey Jean Birk <staceybirk@gmail.com>
Sent: Wednesday, May 09, 2018 4:31 PM
To: Erica Schorn; devil.sola@ci.stanwood.wa.us
Cc: leonard.kelley@c.stanwood.wa.us; Elizabeth Callaghan; Rob Johnson; Timothy Pearce; Conrad Ryer; Larry Sather; Dianne White
Subject: Ordinance 1456

Follow Up Flag: Follow up
Flag Status: Flagged

Please make me a party of record stating my opposition to Marijuana Retail within the City limits of Stanwood (Ordinance 1456).

I am an educator and a parent, and having attended previous city council meetings on this topic, I am concerned both about the availability of drugs in our community and with the undemocratic way the council has proceeded with regards to the issue of marijuana sales.

Please distribute my comments to the City Council, the City Mayor, and the Planning Commissioners.

Sincerely,

Stacey Birk
278 Gilbertson Rd.
Camano Island