

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, February 25, 2021



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, February 25, 2021 – 7:00 p.m.
This meeting will be conducted by telephone
and online, connection information will be
posted on City Website—
<https://www.stanwoodwa.org>

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **PRESENTATION**
 - a. Snohomish Health District Update— Ragina Gray 4-1
 - b. Waste Management Annual Report— Michelle Metzler 4-21
5. **CITIZEN COMMENTS**

Anyone wishing to provide written or oral public comment, must pre-register by 9:00 a.m. the day of the meeting, by calling 360-454-5213, or by clicking on this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>
6. **STAFF REPORTS**
 - a. Police Compstat Report – January 2021 6-1
7. **COMMITTEE REPORTS**
 - a. Planning Commission Meeting Minutes January 25, 2021 7-1
 - b. Parks and Trails Advisory Committee Meeting Minutes January 19, 2021 7-7
 - c. Community Development Committee Meeting Minutes January 14, 2021 7-11
8. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks 8-1
 - b. Approve February 11, 2021 Special Workshop Meeting Minutes 8-6
 - c. Approve February 11, 2021 Regular City Council Meeting Minutes 8-10
 - d. Appointment of Economic Development Board Member – Brandi Timmer 8-15
9. **NEW BUSINESS**
 - a. Library Board Dissolution Request 9-1
 - b. Authorize the Mayor to Sign the Washington State Department of Ecology Grant 9-6
10. **CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
11. **REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
12. **ADJOURN**

Upcoming Meetings:

March 11, 2021 Regular Meeting
March 25, 2021 Regular Meeting
April 08, 2021 Regular Meeting
April 22, 2021 Regular meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 4a

DATE: February 25, 2021

SUBJECT: Snohomish Health District–Updates, Services & Funding

CONTACT PERSON: Ragina Gray, Environmental Health Coordinator
Snohomish County Health District

ATTACHMENTS: A - A Shared Vision for Health

SUMMARY STATEMENT

Environmental Health Coordinator, Ragina Gray will present the Snohomish Health District Update.

Resiliency & Recovery for a Healthy, Thriving Community

City of Stanwood Presentation
Ragina Gray, Environmental Health Director
Snohomish Health District



2020 in REVIEW (NON-COVID)

Rebuilding the Agency

- ✓ Online service delivery
- ✓ IT infrastructure
- ✓ Rucker Building improvements
- ✓ Transparency and accountability
 - ClearGov

Public Health Activities Continue



4,500+

Inspections on restaurants, grocery stores, espresso stands, caterers and mobile food vehicles



1,000+

Complaints addressed (food, pools, septic and solid waste)



~500

Permits for pools and spas that we routinely inspect



200+

Public and private schools with kitchen permits and required safety inspections

In Your Community

- ✓ 106 annual food establishment permits, 8 change of ownership inspections, and responded to 58 COVID-related calls involving Stanwood businesses
- ✓ 26 child care providers received consultations through Child Care Health Outreach program, and 44 continuing education courses completed by providers in or from Stanwood.
- ✓ Vaccine preventable disease program enrolled at least 1 new Stanwood provider in Vaccine for Children program
- ✓ Supported Stanwood families with babies who are at risk of getting Hepatitis B
- ✓ Tested nearly 500 Stanwood residents at our community-based COVID testing events

COVID-19 RESPONSE

Web Resources (www.snohd.org/covid)

CORONAVIRUS INFORMATION

The Snohomish Health District is tracking COVID-19 carefully and working with the community to reduce the impacts of this virus. We can all help fight this pandemic by staying informed and prepared. This is an evolving situation, and these web pages are updated frequently. To reach the Snohomish Health District's COVID-19 call center, call 425-339-5278.

Please click the topic buttons below for more information.



Case Counts and Data



Drive-Thru Testing



COVID-19 Health Info



COVID Vaccine



WA Notify App



News and Briefings



Schools/Child Care



Businesses/Organizations



Healthcare Providers



At-Risk Populations



FAQ



Language Resources



Posters for Download

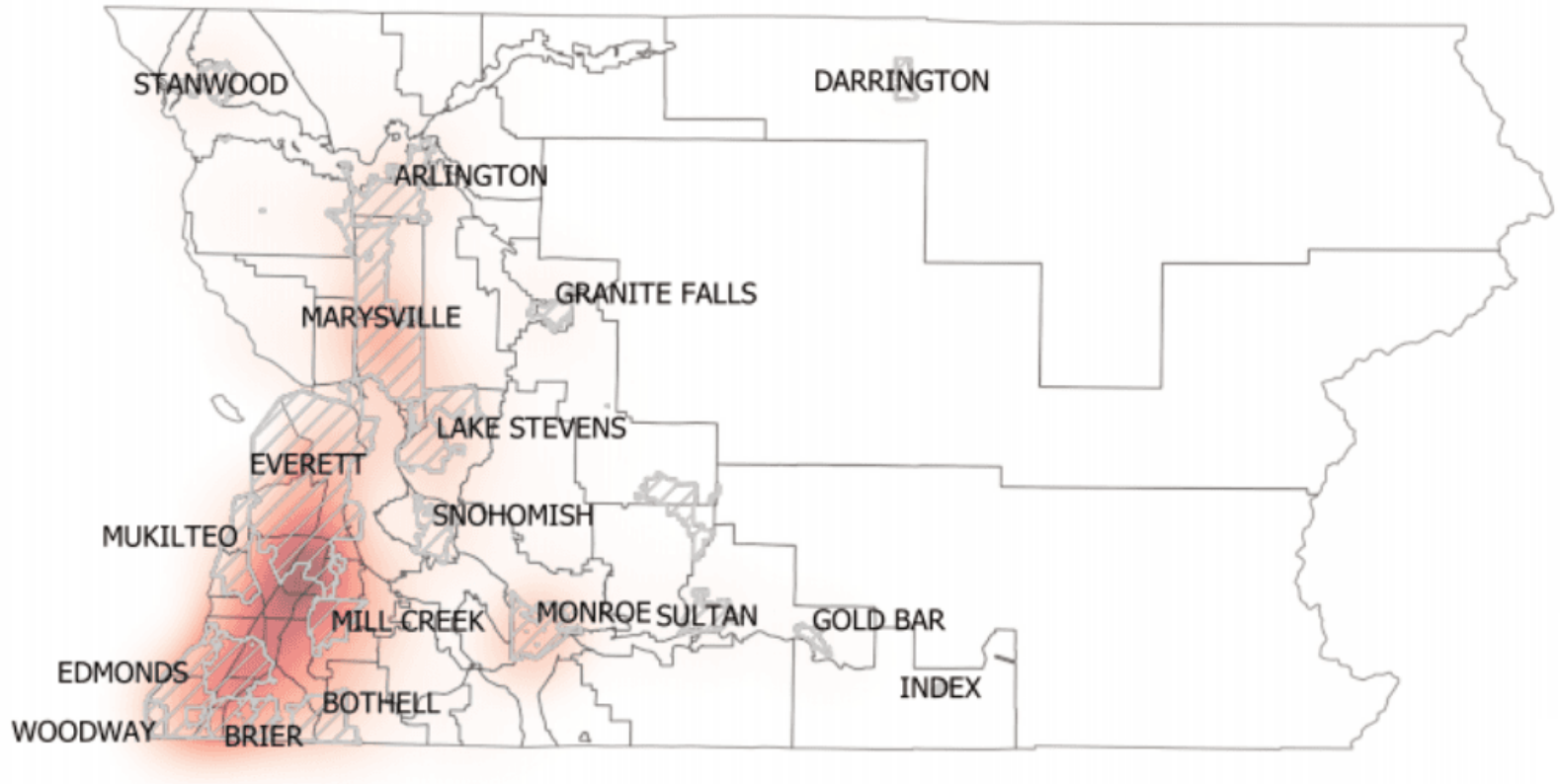


State Guidance



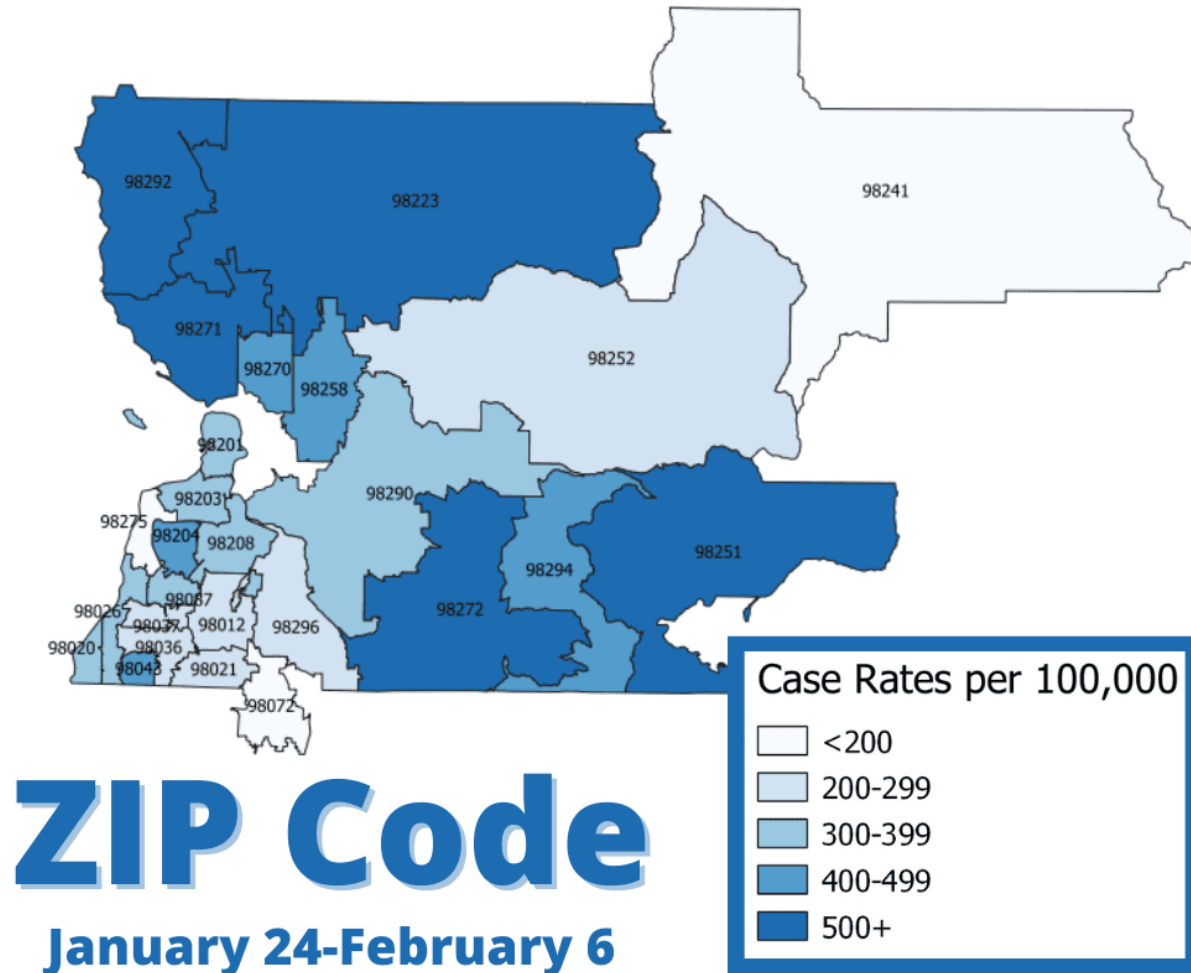
Long-Term Care Facilities

COVID-19 Heat Map--Cumulative



Through February 6, 2021

Rate by Zip Code for 2-week Period



Through February 6, 2021

COVID-19 Looking Ahead

- Healthcare System
 - Continue work with hospitals, LTCFs, DSHS, and other resources to improve flow through the discharge system
- Disease Prevention & Containment
 - Continue testing, case, contact and outbreak investigations
 - Support schools in implementing statewide guidance
- Vaccine
 - Work with Vaccine Taskforce to increase supply to meet capacity
 - Develop reporting information on demographics, etc.
 - Collaborate with partners to increase access for underserved
 - Continue to follow prioritization in vaccination phases

COVID-19 Vaccine Dashboard

	Total first doses received (weeks 1-9)	Total second doses received (weeks 4-9)	No. of approved providers that received vaccine	Number of first doses administered*	Number of second doses administered	Increase in all doses administered since last week	Expected first dose allocation for week 10	Expected second dose allocation for week 10	Total number of approved providers
Moderna	71,200	41,200	63	57,757	13,799	2,409	3,900	18,500	91
Pfizer	16,575	5,850	2	19,120	4,617	7,193	1,200	0	4
Total	87,775	47,050	64	76,877	18,416	9,602	5,100	18,500	93

**Note: These numbers are preliminary based on what has been entered into the Washington Immunization Information System (WAIIS).*

Does not include federal-pharmacy partnership addressing nursing homes and assisted living facilities

February 13, 2021

Moving **FORWARD**

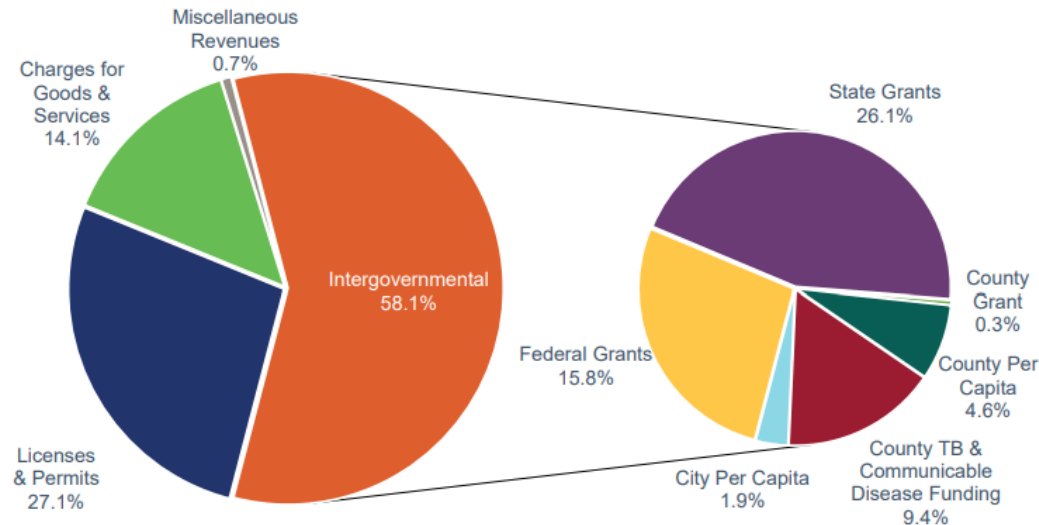
Implementing Our Strategic Plan

- Reduce the rate of communicable disease and other notifiable conditions
- Prevent or reduce chronic diseases and injuries
- Provide high-quality environmental health services
- Improve maternal, child, and family health outcomes
- Provide legally required vital records
- Address ongoing, critical public health issues
- Support increased access to medical, oral, and mental health care
- Build a more sustainable organization

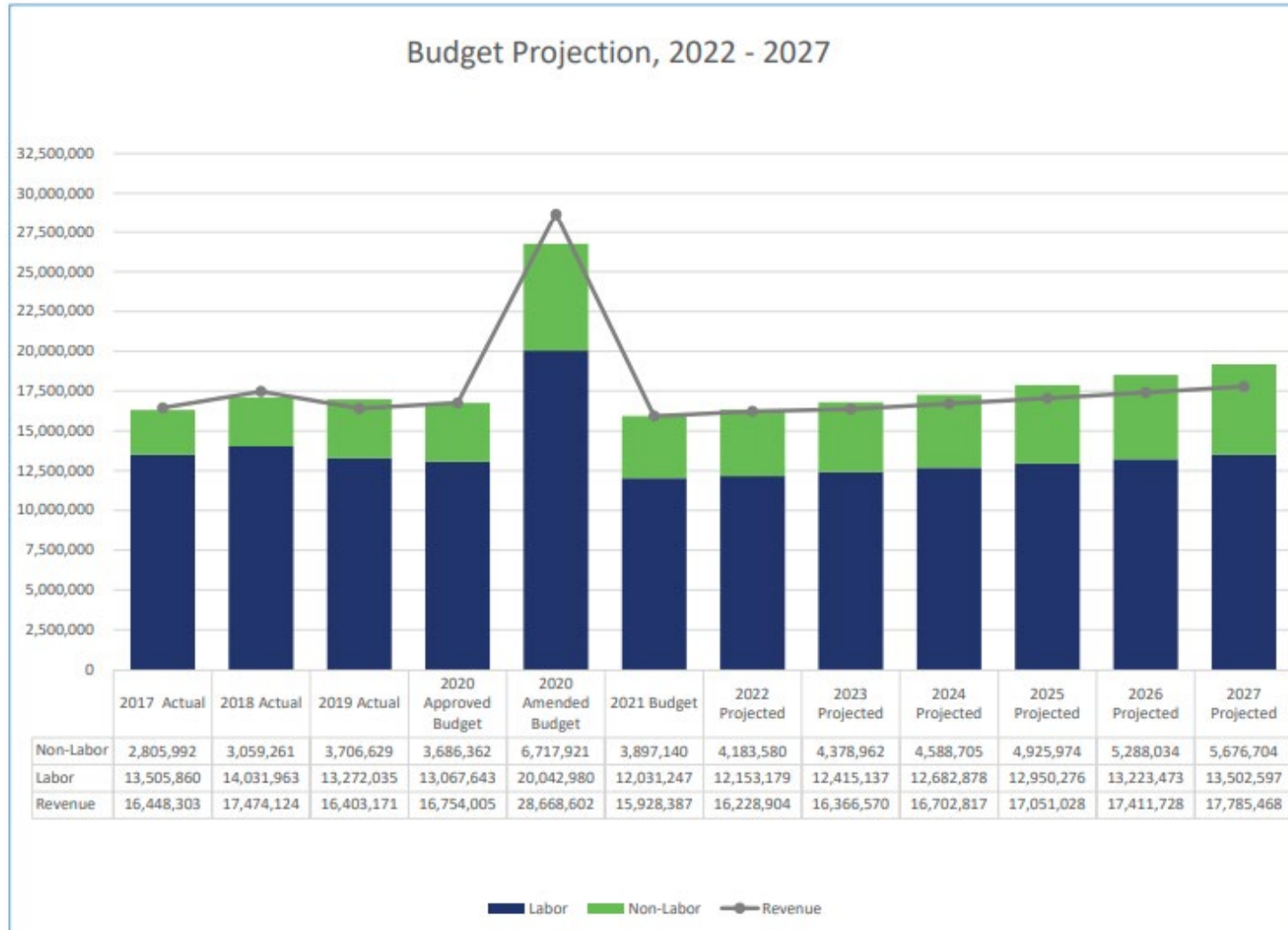
Projected Revenues

	2017 Actual	2018 Actual	2019 Actual	2020 Amended Budget	2021 Proposed Budget
Licenses & Permits	3,860,426	4,008,199	3,787,452	3,577,892	4,314,297
Intergovernmental Revenue	10,147,984	11,046,367	9,913,452	22,383,413	9,260,321
Charges for Goods & Services	2,140,985	1,838,729	2,578,610	2,449,479	2,239,463
Miscellaneous Revenues	<u>298,909</u>	<u>580,829</u>	<u>401,213</u>	<u>257,818</u>	<u>114,557</u>
	16,448,304	17,474,124	16,680,727	28,668,602	15,928,387

2021 Budgeted Revenue By Source



Updated Six-Year Forecast



Looking Ahead

- ✓ COVID Funding - continue engaging with federal delegation and local partners to ensure extended & expanded
- ✓ Sustainable Funding - while 2021-2025 are fairly stable, current trends would leave the District with an inadequate total fund balance to cover reserves starting in 2026.
- ✓ Increased Revenue – finalizing renovations to lease out space in Rucker Building; hiring grant coordinator; Sound Foundation for Public Health getting up and running.

Sound Foundation for Public Health

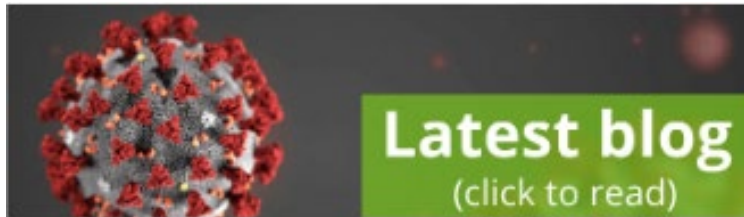


- New Foundation board members selected
- Anticipate filing paperwork in Q1
- Finalizing MOU between Foundation and Health District

Purpose: To provide support for priorities identified in community health assessments, community health improvement plans, and/or emerging public health issues in Snohomish County.

Stay in touch

Blog & Newsletters



Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Social Media

Follow us on Facebook, Twitter, YouTube, and Instagram





Thank you

contact information

For more info, please contact:

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Ragina Gray

Environmental Health Director

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RGray@snohd.org



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 4b

DATE: February 25, 2021

SUBJECT: Waste Management annual report

CONTACT PERSON: Michelle Metzler - Public Sector Manager

ATTACHMENTS: A – Annual report

SUMMARY STATEMENT

Public Sector Manager Michelle Metzler will be providing an annual overview of the Waste Management services.



2020 Annual Update – Stanwood

Service & Sustainability

Michelle Metzler
Public Sector Manager



Waste Management Service to City of Stanwood

Serving Stanwood for over 30 years

WM provides garbage, recycling and food/yard collection to residents and businesses.

WM services the City of Stanwood with a fleet entirely run on compressed natural gas (CNG), resulting in reduced emissions and quieter service on the street.

“Waste Management drivers are friendly, punctual and helpful.”
Heidi M.

“Great service, always friendly on time.” Gail J.



2020: A Year In Review

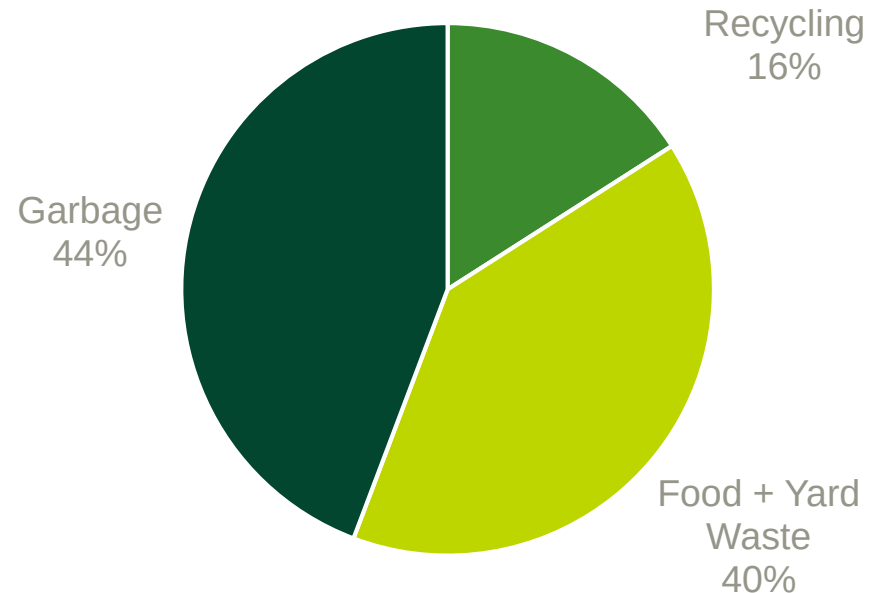
Waste diversion results

- Residential materials collected:
 - Recycle – 470 tons
 - Organics – 1,173 tons
 - Garbage – 1,304 tons

Diversion Rate: 55.7%

- Commercial garbage collected:
2,403 tons

Residential Waste Stream



COVID 19 Response

Serving & Protecting Our Employees

Our commitment to *people first* is driving everything we do to keep our employees, customers and communities healthy and safe.

- **Putting our people first commitment into practice**

- Adhering to the latest information from the Centers for Disease Control and Prevention (CDC), Occupational Safety & Health Administration (OSHA) and other agencies
- Developed and following a comprehensive WM COVID-19 pandemic response plan
- Wage and benefit guarantees for all employees

- **Prioritizing social distancing and safety**

- Internal processes reorganized for our Stanwood drivers and Cascade Recycling Center employees to allow for safe distancing
- Safety - sanitizers, masks, additional PPE for Stanwood drivers and Cascade Recycling Center employees
- Moved thousands of office-based and customer service employees to a work from home platform – with the technology, equipment, and training to provide continuous customer service



“Our Stanwood drivers are proud to provide an essential service to the community.”

Rob Rutledge, District Manager

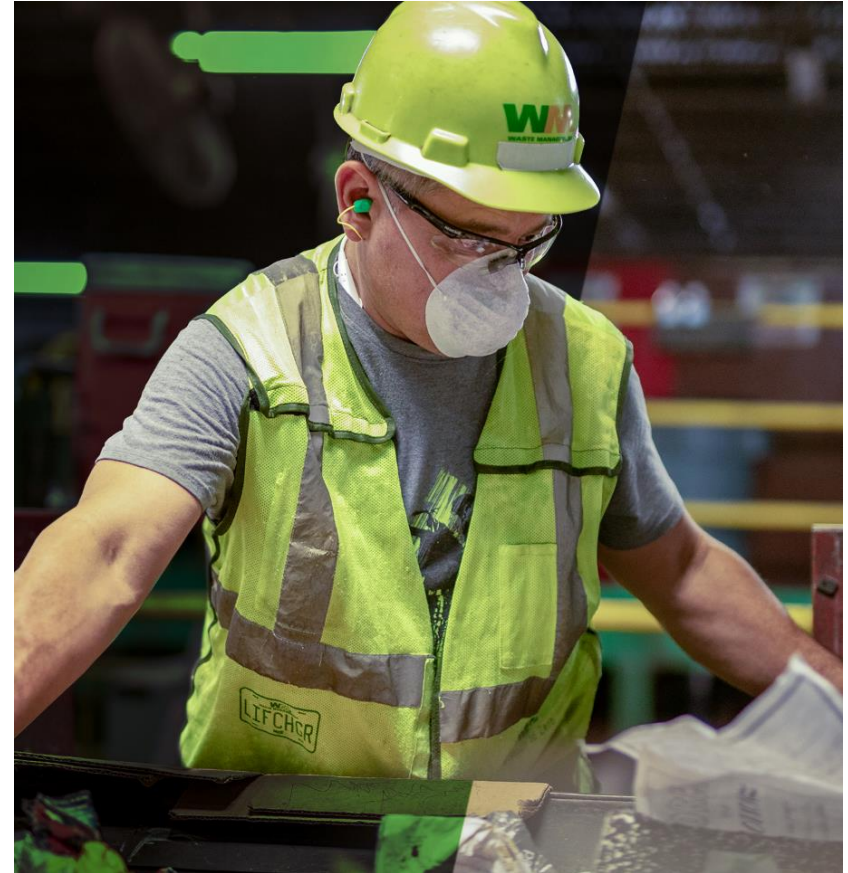
Recycling Market Updates

China's 2018 Operation Blue Sky continues to affect global recycling markets and operations at our local recycling center.

- Costs to prepare materials for market have increased
- Value of recyclables have decreased
- Less tolerance for contamination from markets
- Tighter standards on allowable materials in bales of recyclables

COVID continues to create challenges for recyclers.

- Curbside recycling has increased as families spend more time at home, and we are consuming more products and packaging.
- Recyclables play a critical role in supply chains. Mills rely on feedstock that comes from curbside programs to make new products for groceries and emergency supplies. Markets continue to be unsteady as supply chains adapt to COVID.
- We are reminding customers to recycle right and not recycle face masks, plastic gloves, PPE, and disinfectant wipes.



Improving Recycling Quality

- Upgrades to WM's local recycling center in Woodinville
- Community recycling education
 - Customer mailings
 - Website messaging
 - Driver oops tags
- Business and multifamily recycling assistance
 - WM eConnect program, offering virtual site visits, waste audits and recycling education



2020 Recycler of the Year for Innovation



Thank you Stanwood council, staff and customers
for your partnership!





**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6a
DATE: February 25, 2021
SUBJECT: Police Compstat Report
CONTACT PERSON: Chief Rob Martin
ATTACHMENTS: January 2021 Compstat Report

SUMMARY STATEMENT

Attached is the January 2021 Compstat Report for council review.

Stanwood Police Department

Detective Report

January Newsletter

January 2021

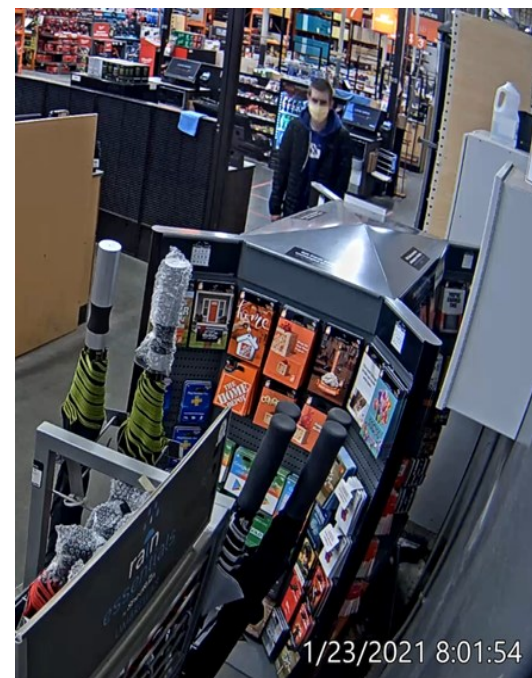


Stanwood Case 2021-0562 Vehicle Prowl/Identity Theft

On 01-23-2021 Deputy Scott responded to a vehicle prowling complaint and learned the victim's wallet was stolen from a vehicle in her garage sometime during the evening of 01-22-2021. The victim left her car unlocked and her garage door open overnight. The following morning the victim received notification from her credit card account provider of fraudulent activity at various retail locations in the Seattle area.

Detective Martin collected video from four retail locations in Seattle and discovered two male subjects associated with the unauthorized use of the victim's credit cards. One of the subjects was identified by asset protection associates as a resident of Seattle in the Northgate area.

Detective Martin will attempt contact with the known subject and attempt to identify the other person involved.





Stanwood Case 20210745 Theft

On 01-30-2021 Deputy Skidmore responded to a theft from a store in Stanwood. A store employee reported a male and female subject taking several hundred dollars of Carhart clothing, before fleeing the parking lot in their car.

The store manager reported a similar theft from the same business in Sedro Woolley on 12-16-2020. Detective Martin will be working with the Sedro Woolley Police Department to identify possible suspects.





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a
DATE: February 25, 2021
SUBJECT: Planning Commission Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – January 25, 2021 Meeting Minutes

SUMMARY STATEMENT

Minutes from the January 25, 2021 Planning Commission Meeting are attached to this staff report for approval as presented.



Planning Commission Meeting Minutes January 25, 2021

Call to Order 6:30 pm

Roll Call

Present: Marcus Metz

Larry Sather

Monae Birkhofer

Patrick Hosterman

Cody Davis

Justin Burns

Staff Present: Patricia Love

Amy Rusko

Amy Bergemeier

Tansy Schroeder

Also known to be present:

N/A

Approval of Minutes:

The Minutes of the January 11th, 2021 Planning Commission Meeting were approved as presented with a motion by Larry Sather and a second by Patrick Hosterman.

Introduction of our new Planning Commission Member, Cody Davis. Cody is excited to join the group and moved to Stanwood 3 years ago with his family. He works for a local company here in Stanwood.

New Business:

Enhanced Service Facilities Code Amendment:

The City Council adopted interim Enhanced Service Facilities (ESF) regulations in October of 2020. This ordinance prohibits the siting of Enhanced Service Facilities in the City for a period of six months to give the City sufficient time to evaluate the use and determine how best to regulate these uses. Enhanced services facility is a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary. The admission criteria is very specific according to RCW 70.87.030. The City wants to address the inconsistencies and “gaps” currently in the code amendments.

While these are highly needed facilities, which Stanwood residents may need, siting these facilities in the community with the least amount of impacts is important. The proposed code amendment process is intended to provide the Planning Commission with the time to analyze the issue and make recommendations to the City Council on how best to regulate ESFs in the City. Issues to consider include:

- Defining Enhanced Service Facilities;
- Identifying the best zones in which ESFs may locate;
- Establishing a permitting process for ESF permits; and
- Consider any development standards which may be appropriate to ESF's, such as separation distances, buffers, or other issues which might arise through the public adoption process.

Currently, Stanwood Municipal code includes supplemental standards for Special Residential Uses under section 17.95.375. These provisions apply to:

- Licensed Group Care Homes;
- Homeless Shelters;
- Residential Treatment Facilities;



Planning Commission Meeting Minutes January 25, 2021

- Recovery Homes; and
- Designated Emergency Shelters (with some exceptions).

Some of these uses are listed in the Permitted Use Matrix and others are not. In addition, other types of residential care facilities are listed in the Permitted Use Matrix but are not subject to the adopted standards for Special Residential Uses. They include:

- Congregate Care Facilities;
- Health Care Facilities; and
- Assisted / Independent Living Facilities.

Finally, there are also those uses that are defined in state law but are not included in Stanwood's Permitted Use Matrix. These uses include:

- Adult Family Homes: These uses are allowed outright in all residential and commercial zones by state law; and
- Enhanced Service Facilities: Placement of these uses in a community are controlled by local zoning regulations.

Updating the Stanwood Municipal Code's Permitted Use Matrix and Permit Process is on the Community Development Department's 2021 work plan. As a part of the overall process to update the permitted use matrix and permit procedures, a key work element will be to evaluate how all these care facilities should or should not be allowed in the City of Stanwood and if they are allowed, what standards should be applied to the physical development of these facilities. Other project goals is to eliminate conflicts and inconsistencies with definitions and permit review process.

Since the City already has some standards regulating Special Residential Uses, these become the base policy for considering any amendments. Below is a summary of those regulations:

Purpose: The standards were adopted for the protection of the health, safety and welfare of both the community at large and residents of the facility.

Uses Subject to the Regulations:

- Licensed Group Care Homes;
- Homeless Shelters;
- Residential Treatment Facilities
- Recovery Homes; and
- Designated Emergency Shelters (with some exceptions)

Separation Distance: There must be 1,200 linear feet between facilities; measured from property line to property line, not building to building.



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Meeting Minutes
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Development Standards:

- If located in a residential or non-residential neighborhood the development must meet all required development standards, including: setbacks, density, design standards, landscaping or other pertinent requirements of the zone.
- A sign, maximum of two square feet is allowed and must be attached to the building.
- Facilities must provide 100 square feet per occupant or as provided by the building code.
- Homes on a local residential street shall not exceed an occupancy of two persons per bedroom.

Exceptions to these Regulations:

- Family Daycare Homes; and
- Group Care Facilities for handicapped persons or children as defined by City Code and State Law.

Discussion & Comments:

- Commissioner Sather feels like this is an issue for the City Council when it comes to the types of facilities that should be allowed.
- Director Love states the Planning Commission will be working through these issues along with the Community Development Committee. There will eventually be a Public Hearing and then a recommendation to the City Council.
- Patrick asked if the Planning Commission needs to look over the different types of facilities and decide on what should be allowed in the city. Director Love said, unless it's required by state law, you don't have to allow them but it needs a further discussion to decide whether or not you want to allow them. As the Planning Commission, you are the representatives of the city and therefore you will want to really think about if each type of facility fits your community.
- Director Love states, when looking at the Permitted Use Matrix, it's important to not only look at where they are allowed/permitted, but what does it physically mean on the ground where it would be located. What is the neighborhood and does it fit within the expectations of the residents of Stanwood.
- Commissioner Hosterman likes the idea of seeing what is a good fit depending on where the code allows, but wonders if there is really any vacant land left? He also worries if we put something like a homeless shelter on the boundary of the City, it could make it difficult for those who live there to get to the services they might need.
- Director Love will check with our Police Chief and get statistics of calls depending on types of uses above and what that might mean to neighboring homes and residences. She will also check on where current the current homeless population may reside.
- Commissioner Birkhofer wonders, how some of these facilities would be affected by bus routes, and other transportation issues.
- Commissioner Metz doesn't feel people will want homeless shelters anywhere near residences.
- Commissioner Burns asked what services the City is required to have by state law. Director Love will be putting together a specific matrix on what is required and what is a City based decision. Commissioner Burns wonders if the requirement is based on a certain set of criteria such as population. Then we could go forward with the best understanding about what it is that we are



Planning Commission Meeting Minutes January 25, 2021

required to do and what we have the option to do.

- Commissioner Davis asked about land currently in flood plain areas and how that would affect any future building in those zones or retro fitting any current structures. Director Love said it would absolutely make a difference in Costs and the requirements to bring an already built structure to current codes.

Permitted Land Use Matrix Code Amendment:

The current permitted land use matrix has been broken down into Residential, Residential/Commercial, Commercial, Industrial, and Parks and Open Space sections for review. The uses and conditions that are shown below are the uses and conditions that are currently adopted by code.

The purpose of the January 25, 2021 meeting is to receive commissioner feedback on the following discussion items:

1. Review of the Permitted Land Use Matrix

- Are there particular uses that could be combined?
- Are there uses that should be eliminated from the table or from a zone?
- Are there uses that should be added to the table or to a zone?

2. Review of the Permitted Land Use Table Key

- Review proposed changes the zoning use table key to reflect permit review types?
- Are there other suggestions on how to tie the permit types to the table?

3. Review the Purpose and Intent of the Zoning Districts

- Is the intent of the zoning districts reflected in the permitted uses for each zone?

Discussion & Comments from the Commission & staff members:

- Director Love pointed out that on our current zoning map there is an area by the fire station that is labeled MXO, but might need a revision to Multi-Family as it doesn't have access to Hwy. 532. If that is a change that gets approved, the entire MXO section in the Permitted Use Matrix, will need to be revised.
- Amy Rusko discussed this is an ongoing discussion that will need to take place until the Permitted Use Matrix is up to date and formatted in a way that makes sense.
- Commissioner Burns is concerned that if we make things too generalized we run into the issue of having too many definitions and it would make it even longer or harder to use. He does like the new format as far as the ease of use and ability to read.
- Director Love asked the Commission if they like the new format/table style. All are in agreement they like this format much better. Perhaps the definitions could be clarified/consolidated to make it easier to understand.
- The consensus is to bring back the proposed matrix by section to the commission members for review.



Planning Commission Meeting Minutes January 25, 2021

- Director Love said we can break down the definition section by types of uses for ease of understanding.
- Commissioner Davis likes the idea of expanding the definitions and also wants to look into adding the category of “technology” for possible future tech industry coming into the City.
- Commissioner Metz suggests customizing our website to include the footnotes, definitions, etc. to make it much easier to navigate through our codes and information. Director Love will have to talk to staff about how we can customize the website in order to implement some of these ideas.
- Director Love said that staff will bring back the revised tables and the reasoning behind why the changes were made for the Commission to review.
- Amy Rusko also discussed changing the key for the Zoning Use Table. Director Love added that by changing the key it would match the process of getting a permit to the Table itself.

Old Business:

The first reading of the Comprehensive Plan was done on January 28th by the City Council and the second reading will be by the first Council meeting in February.

Miscellaneous Business:

N/A

Recent Council Action on Commission Items:

N/A

Upcoming Items:

There are two public work's projects on the CIP list that will be brought back on Feb. 8th to Planning Commission:

- Pioneer Highway phase 2 Sewer Upgrade Project. This is near Fox Hill Estates and 267th to the “triangle road”.
- 101st Ave for upgrades to water/storm-water, putting new sidewalks, curbs and paving in.

In addition to these two projects, there are a couple items;

- Creekside apartments is proposing an addition to their complex on the Pioneer Hwy side for a Feb. 22nd meeting.
- The Schmitt Plat on 80th, is being re-named Cedar Hill Estates and will be brought to the Community Development Committee on Feb. 18th as it is turned in for final plat.

A motion to adjourn was made by Larry Sather and seconded by Justin Burns.

Adjourn: 8:06 pm

Amy Bergemeier, Administrative Assistant



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: February 25, 2021

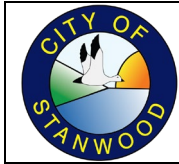
SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Manager

ATTACHMENTS: A – January 19, 2021 Meeting Minutes

SUMMARY STATEMENT

Minutes from the January 19, 2021 Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented



Parks and Trails Advisory Committee Meeting Minutes January 19, 2021

Zoom meeting – virtual attendance

Call to Order & Attendance: 3:06pm

Present:

Matt Withers

Dave Hall

David Moynahan

Gordy Holmes

Lisa Bruce

Rick Hawkins

Staff:

Carly Ruacho

Amy Bergemeier

Sara Robinson

Absent: Gordon Bell

Also known to be present: Steve Shepro, Judy Williams

Citizen Comments:

N/A

Approval of Minutes:

Gordy Holmes made a motion to approve the minutes of the January 19, 2021 meeting. Matt Withers seconded the motion and it passed unanimously.

Elections:

The committee discussed and nominated Dave Hall for Chair and Gordy Holmes as Vice Chair. The Committee confirmed the election by consensus.

2021-2022 Work Plan:

Carly went over the two year work plan relating the parks and trails and the coordinating budget allocations. The upcoming 6 year Capital Improvement Plan investment includes 3.8 million for the Port Susan Trail, 3.3 million for Heritage Park, almost 4 million for Ovenell Park, 1.6 million for Hamilton Park, 1.3 million for our Downtown Park, and just over one million between Johnson Farm and Church Creek Parks. The community priorities are to enhance our parks and recreation, support a sustainable local economy, build safe streets, and protect the environment. The city's total overall Capital Investment budget is over 85 million with spending almost 20 million this year.

- Council member Judy Williams asked what happens to the funds that didn't get used, did it go back to the overall General Fund of the Parks & Recreation General fund. Carly wasn't sure, but believes it goes back to the Parks & Rec General fund.

Church Creek Park– Most funding is set to be spent in 2022, however there will be some of the budget spent this year.

Downtown Park – This is property near the train station which is next to the Mercantile building. In 2020, there was money spent towards a feasibility study and planning. The 2021 budget focuses on the hazardous clean-up of the property, with Design and Right of Way issues handled in 2022.

Hamilton Landing– Design & Engineering was budgeted for and occurred in 2020, and 2021 sees 1.5 million spent towards construction.

Heritage Park – Ball field construction is happening this year that includes 2 fields with new irrigation as well as the continuation of the parking lot repairs from the 2020 budget and plan.

Johnson Farm - This is a new acquisition so there isn't any funding currently in the budget for this park.

Ovenell Park – In 2022 the park has \$200,000 allocated for planning and design-concept work. The projection shows 1.5 million for construction & restoration planned for 2025.



Parks and Trails Advisory Committee Meeting Minutes January 19, 2021

- Gordy asked why there is so much budgeted in 2025 for that purpose? Carly explained that we only have 7 years to rebuild the original medium sized barn was burned down in the middle of the park, She believes the cut off to have it built would be the summer of 2026. Councilmember Williams really wants to make sure that we get that rebuild done, as that is a critical event space for the City we wouldn't want to lose.

Port Susan Trail – The design and permitting of Phase 2 is budgeted this year as well as the berm construction section. In 2022 the budget is \$734,000 to spend on construction of the trail element.

Heritage Park Project Prioritization:

Carly presented the committee with a “homework assignment” for the prioritization of the projects for Heritage Park that is currently on our Master Plan. Carly would like the committee to place the items in order of priority they feel is most important. Carly emailed each member a list and a discussion will be done during next month's meeting regarding the results.

- Gordy was wanting to know if there is a dollar amount assigned to the projects yet and Carly said no, we haven't got to that level yet.
- Councilmember Shepro mentioned baseball field number 3 isn't on the list, Carly said there aren't any additional improvements planned for field 3. Steve asked if that is something that could be added once the irrigation was fixed and Carly said that is a possibility.

Church Creek Park Master Plan:

Carly presented the newly revised map of the Master Plan for Church Creek Park. It shows the changes that were discussed in previous PTAC meetings including; the layout of the new sport court, trail paths, enhanced flag pole circle and outdoor classroom area.

- The Committee is excited seeing the Master Plan Map and look forward to it getting implemented into Church Creek Park.
- David Moynahan asked how many of the Cedars will be removed in the area near 72nd Ave. Carly said it really depends on what the arborist recommends, but it would, more than likely, be less than half of the current trees standing would be removed.
- Councilmember Shepro asked about the purchase of more land that is due east of the future City Hall and if there is a plan on how that would look incorporated with the current park? Councilmember Williams answered this was discussed sometime in 2019 by the Council, and it is in the works to be purchased, but got put on hold due to Covid-19. Councilmember Williams believes it would be included in the future City Hall part of construction.
- Councilmember Shepro also asked if Michael Schwartz has been in touch with the city regarding the disc golf course. Carly said she hasn't spoken with him, but she has been in touch with Kevin Elmor, the president of the Stanwood Disc Golf Club, and they have an interest in the site and the trees that are kept that are in the path of the disc golf course. He is interested in meeting to add his input about the trees in the park that affect disc golf play.
- A motion was made by Gordy Holmes to approve the Master Plan Update and it was seconded by Rick Hawkins, and it passed unanimously.

Park Updates:



Parks and Trails Advisory Committee Meeting Minutes January 19, 2021

Church Creek Park - Playground Equipment Phase II

The adding of extra benches got delayed. Carly's hope is to get that added in for 2022 and look into coming up with the funding. Also, there is a person interested in removing the invasive ivy that is in the park right now and her name is Michelle Topman. She and others in her group, would go in the park and remove the ivy by hand, as a volunteers. They have already submitted all of their needed paperwork.

Heritage Park – Baseball Field Renovation

Carly hasn't heard any negative reports from our City Engineer, Shawn Smith, who is managing the construction side of things. Everything is going good and they are getting it done even in this rainy season.

Hamilton Park – Park/Boat Launch Projects

The city is waiting on the appeal and that hearing is set for February. The hearing can take up to 3 days and then they have up to 60 days to give us a decision.

Adjourn – 4:45pm

Next Meeting: February 16, 2021 @ 3:00pm.

PTAC committee takes place on the third Monday of each month.

Until allowed by the Governor, City Hall remains closed to the public. This means remote meetings will continue until that happens.

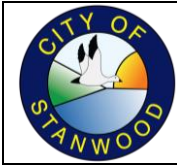


**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7c
DATE: February 25, 2021
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – January 14, 2021 Meeting Minutes

SUMMARY STATEMENT:

Minutes from the January 14, 2021 Community Development Committee Meeting are attached to this staff report for approval as presented.



Community Development Committee Meeting Minutes January 14, 2020

Call to Order 6:00pm

Councilmembers Present: Judy Williams, Sid Roberts, Tim Pearce,

Staff Present: Patricia Love, Jennifer Ferguson, Amy Rusko, Sara Robinson, Amy Bergemeier

Agenda Items:

1. Selection of Committee Chair
2. Committee Meeting Date Discussion
3. Year in Review Summary
4. Permitted Use Matrix Options Discussion

1. Selection of Committee Chair:

- Committee discussed, Judy Williams was selected as Chair and Tim Pearce as Co-Chair.

2. Committee Meeting Date Discussion:

- Committee selected keeping the meeting dates on the Thursdays before the first council meetings, unless there is a Council Workshop, then it will move to the following Thursday.

3. Year in Review Summary:

- Committee received a review of 2020 by Community Development Director, Patricia Love, and discussed the Permit Activity Review.

4. Permitted Use Matrix Options Discussion:

- Committee discussed all options and recommended following the Planning Commission's choice of Option 3 as well.

Meeting ended at: 6:44 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: February 25, 2021

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank electronic funds transfers and Washington Federal Bank voucher checks 33652 through 33705 in the amount of \$315,992.47. Approve issuance of Washington Federal Bank electronic payroll funds transfers and Washington Federal Bank checks 1808 through 1817 in the amount of \$299,018.69.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFER AND WASHINGTON FEDERAL BANK VOUCHER CHECKS 33652 THROUGH 33705 IN THE AMOUNT OF \$315,992.47. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL FUNDS TRANSFERS AND WASHINGTON FEDERAL BANK CHECKS 1808 THROUGH 1817 IN THE AMOUNT OF \$299,018.69.

CHECK REGISTER

City Of Stanwood

Time: 14:38:36 Date: 02/17/2021

02/04/2021 To: 02/17/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
564	02/05/2021	Claims	3	EFT	Xpress/Bill Pay	469.31	10290 Monthly Maintenance Fee Jan
571	02/10/2021	Claims	3	33652	Ace Hardware	102.56	20013
572	02/10/2021	Claims	3	33653	Association Of Wa Cities *	1,690.74	City Of Stanwood; City Of Stanwood
573	02/10/2021	Claims	3	33654	BHC Consultants, LLC	22,734.79	City Of Stanwood
574	02/10/2021	Claims	3	33655	Badger Meter Inc	143.75	460708
575	02/10/2021	Claims	3	33656	Gaylynn Brien	60.00	City Of Stanwood
576	02/10/2021	Claims	3	33657	Confluence Environmental Company, Inc	29,129.94	City Of Stanwood
577	02/10/2021	Claims	3	33658	Daily Journal Of Commerce Inc	414.05	3941
578	02/10/2021	Claims	3	33659	Dataquest	82.00	CITYSTA
579	02/10/2021	Claims	3	33660	Drivers License Guide Co	31.95	160420
580	02/10/2021	Claims	3	33661	Edge Analytical Inc	200.00	STA01
581	02/10/2021	Claims	3	33662	HB Jaeger	258.44	CISTA
582	02/10/2021	Claims	3	33663	J.A. Brennan Associates, PLLC	4,998.00	City Of Stanwood
583	02/10/2021	Claims	3	33664	PUD Of Snohomish County *	662.72	200592889; 200367373
584	02/10/2021	Claims	3	33665	Petty Cash/ Marcy Mathis -Custodian	13.56	City Of Stanwood
585	02/10/2021	Claims	3	33666	Platt Electric Supply Inc	228.18	24127
586	02/10/2021	Claims	3	33667	Shred-it US JV LLC	41.91	14668765
587	02/10/2021	Claims	3	33668	Signature Forms Inc	594.14	CSTAN
588	02/10/2021	Claims	3	33669	Sno Co Auditor's Office	8,259.38	City Of Stanwood
589	02/10/2021	Claims	3	33670	Sno Co Sheriffs Office *	156,723.75	SSH00001
590	02/10/2021	Claims	3	33671	Snohomish County Public Def Association	2,043.44	City Of Stanwood
591	02/10/2021	Claims	3	33672	Stanwood Auto Parts	37.53	56100
592	02/10/2021	Claims	3	33673	Stanwood Camano News	266.26	261981; 261981; 261981;
593	02/10/2021	Claims	3	33674	Unum Life Insurance	88.40	City Of Stanwood
594	02/10/2021	Claims	3	33675	Utilities Underground Loc	78.69	134200
595	02/10/2021	Claims	3	33676	Verizon Wireless	273.56	742373248-0001
596	02/10/2021	Claims	3	33677	WA St Department Of Health	4,575.20	83650 H
597	02/10/2021	Claims	3	33678	WA St Dept of Transportation *	3,806.01	SW001523802; SW001523800
598	02/10/2021	Claims	3	33679	Waste Management Skagit	154.18	8-34465-95001
599	02/10/2021	Claims	3	33680	Ziply Fiber	1,390.45	360-629-4907-072497-5; 206-188-0411-0531058-5
635	02/17/2021	Claims	3	33681	The Blueline Group	37,898.22	City Of Stanwood
636	02/17/2021	Claims	3	33682	Cascade Septic, LLC	140.00	City Of Stanwood
637	02/17/2021	Claims	3	33683	Certified Folder Display Services Inc	962.68	129996
638	02/17/2021	Claims	3	33684	Databar Inc.	966.41	8952
639	02/17/2021	Claims	3	33685	Edge Analytical Inc	26.00	STA01
640	02/17/2021	Claims	3	33686	Grainger Inc	127.52	848089212; 848089215
641	02/17/2021	Claims	3	33687	Instrument Technologies, Inc.	130.00	City Of Stanwood
642	02/17/2021	Claims	3	33688	Joseph W. Duffy, Labor Arbitrator	925.00	City Of Stanwood
643	02/17/2021	Claims	3	33689	Office Depot	287.45	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
644	02/17/2021	Claims	3	33690	PUD Of Snohomish County *	8,960.15	200738672; 200128742; 200240505; 200367373; 222799900; 221041510; 202882056; 202727285; 202694204; 202579512; 202670675; 200142180; 221854284; 200633634
645	02/17/2021	Claims	3	33691	Pace Engineers, Inc	8,196.00	City Of Stanwood; City Of Stanwood
646	02/17/2021	Claims	3	33692	Pitney Bowes Inc- Purchase Power *	1,005.00	8000-9090-0519-5677
647	02/17/2021	Claims	3	33693	Puget Tech LLC	2,784.00	City Of Stanwood

CHECK REGISTER

City Of Stanwood

Time: 14:38:36 Date: 02/17/2021

02/04/2021 To: 02/17/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
648	02/17/2021	Claims	3	33694	Ricoh USA, Inc.	738.59	1316669-3659652; 1316669-3660143; 1316669-3660142
649	02/17/2021	Claims	3	33695	Snohomish County 911	8,202.99	City Of Stanwood
650	02/17/2021	Claims	3	33696	Snohomish County Treasurer	21.15	City Of Stanwood
651	02/17/2021	Claims	3	33697	Everett Daily Herald/ Sound Publishing	254.80	14104597
652	02/17/2021	Claims	3	33698	Stanwood Auto Parts	12.06	56100
653	02/17/2021	Claims	3	33699	Stanwood Camano News	42.51	261981
654	02/17/2021	Claims	3	33700	Stilly Auto Parts Napa	57.48	27197; 27197
655	02/17/2021	Claims	3	33701	Strategies 360 Inc	3,000.00	City Of Stanwood; City Of Stanwood
656	02/17/2021	Claims	3	33702	UPS Store #4798	10.71	City Of Stanwood
657	02/17/2021	Claims	3	33703	US Bank Na Custody/ Treas Div- Money Ctr	38.00	777221717
658	02/17/2021	Claims	3	33704	WA St Treasurer	1,530.61	City Of Stanwood
659	02/17/2021	Claims	3	33705	Wave Broadband	122.25	3201-0316547-01
001 General Fund						184,018.77	
101 Street Fund						4,762.79	
104 Park And Trail Improvement Fund						34,443.94	
107 Equipment Reserve Fund						13.56	
115 Tourism And Promotion DSC						3,746.68	
401 Sewer Fund						4,268.07	
403 Sewer Construction Fund						24,670.62	
410 Drainage Fund						1,761.17	
411 Drainage Construction Fund						48,317.25	
421 Water Fund						8,179.42	
422 Water Construction Fund						258.44	
630 Agency Fund						1,551.76	
						315,992.47	Claims: 315,992.47

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 Scott James Date: Feb 17, 2021
() Deputy Finance Director

CHECK REGISTER

City Of Stanwood

Time: 14:40:24 Date: 02/17/2021

02/04/2021 To: 02/17/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
465	02/08/2021	Payroll	3	EFT		3,715.27	January 2021 Payroll
466	02/08/2021	Payroll	3	EFT		3,717.62	January 2021 Payroll
467	02/08/2021	Payroll	3	EFT		1,354.10	January 2021 Payroll
468	02/08/2021	Payroll	3	EFT		2,346.77	January 2021 Payroll
469	02/08/2021	Payroll	3	EFT		2,072.90	January 2021 Payroll
470	02/08/2021	Payroll	3	EFT		3,464.22	January 2021 Payroll
471	02/08/2021	Payroll	3	EFT		1,300.20	January 2021 Payroll
472	02/08/2021	Payroll	3	EFT		3,611.99	January 2021 Payroll
473	02/08/2021	Payroll	3	EFT		8,651.39	January 2021 Payroll
474	02/08/2021	Payroll	3	EFT		3,779.03	January 2021 Payroll
475	02/08/2021	Payroll	3	EFT		3,035.25	January 2021 Payroll
476	02/08/2021	Payroll	3	EFT		4,140.25	January 2021 Payroll
477	02/08/2021	Payroll	3	EFT		5,342.57	January 2021 Payroll
478	02/08/2021	Payroll	3	EFT		3,048.94	January 2021 Payroll
479	02/08/2021	Payroll	3	EFT		4,077.13	January 2021 Payroll
480	02/08/2021	Payroll	3	EFT		9,180.39	January 2021 Payroll
481	02/08/2021	Payroll	3	EFT		4,579.30	January 2021 Payroll
482	02/08/2021	Payroll	3	EFT		391.01	January 2021 Payroll
483	02/08/2021	Payroll	3	EFT		4,222.90	January 2021 Payroll
484	02/08/2021	Payroll	3	EFT		5,743.14	January 2021 Payroll
485	02/08/2021	Payroll	3	EFT		4,148.72	January 2021 Payroll
486	02/08/2021	Payroll	3	EFT		3,608.08	January 2021 Payroll
487	02/08/2021	Payroll	3	EFT		390.93	January 2021 Payroll
488	02/08/2021	Payroll	3	EFT		3,105.40	January 2021 Payroll
489	02/08/2021	Payroll	3	EFT		2,672.82	January 2021 Payroll
490	02/08/2021	Payroll	3	EFT		341.01	January 2021 Payroll
491	02/08/2021	Payroll	3	EFT		391.01	January 2021 Payroll
492	02/08/2021	Payroll	3	EFT		4,983.97	January 2021 Payroll
493	02/08/2021	Payroll	3	EFT		1,281.49	January 2021 Payroll
494	02/08/2021	Payroll	3	EFT		5,429.52	January 2021 Payroll
495	02/08/2021	Payroll	3	EFT		2,407.63	January 2021 Payroll
496	02/08/2021	Payroll	3	EFT		3,699.54	January 2021 Payroll
497	02/08/2021	Payroll	3	EFT		391.01	January 2021 Payroll
498	02/08/2021	Payroll	3	EFT		2,026.31	January 2021 Payroll
499	02/08/2021	Payroll	3	EFT		3,945.12	January 2021 Payroll
500	02/08/2021	Payroll	3	EFT		4,041.94	January 2021 Payroll
501	02/08/2021	Payroll	3	EFT		2,569.11	January 2021 Payroll
502	02/08/2021	Payroll	3	EFT		3,345.81	January 2021 Payroll
503	02/08/2021	Payroll	3	EFT		391.01	January 2021 Payroll
504	02/08/2021	Payroll	3	EFT		390.93	January 2021 Payroll
506	02/08/2021	Payroll	3	EFT	HSA Bank	1,541.00	Pay Cycle(s) 02/08/2021 To 02/08/2021 - HSA Contributions ER; Pay Cycle(s) 02/08/2021 To 02/08/2021 - HSA Contr EE Over 55
507	02/08/2021	Payroll	3	EFT	Internal Revenue Service (941)	58,927.96	941 Deposit for Pay Cycle(s) 02/08/2021 - 02/08/2021
508	02/08/2021	Payroll	3	EFT	WA St Department Of Retirement Systems	51,320.11	Pay Cycle(s) 02/08/2021 To 02/08/2021 - PERS2; Pay Cycle(s) 02/08/2021 To 02/08/2021 - PERS 3; Pay Cycle(s) 02/08/2021 To 02/08/2021 - 457 - DRS (DCP)
509	02/08/2021	Payroll	3	1808	AFLAC	444.79	Pay Cycle(s) 02/08/2021 To 02/08/2021 - AFLAC, Pre-Tax; Pay Cycle(s) 02/08/2021 To 02/08/2021 - AFLAC, Post-Tax

CHECK REGISTER

City Of Stanwood

Time: 14:40:24 Date: 02/17/2021

02/04/2021 To: 02/17/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
510	02/08/2021	Payroll	3	1809	AWC Employee Benefit Trust	19,102.22	Pay Cycle(s) 02/08/2021 To 02/08/2021 - AWC - Health First 250; Pay Cycle(s) 02/08/2021 To 02/08/2021 - AWC- Dental J; Pay Cycle(s) 02/08/2021 To 02/08/2021 - AWC - Vision; Pay Cycle(s) 02/08/2021 To;
511	02/08/2021	Payroll	3	1810	Colonial Life Insurance	66.75	Pay Cycle(s) 02/08/2021 To 02/08/2021 - Colonial Life Ins
512	02/08/2021	Payroll	3	1811	Hartford Retirement Plan Services	4,132.20	Pay Cycle(s) 02/08/2021 To 02/08/2021 - 457 - MassMutual (Hartford); Pay Cycle(s) 02/08/2021 To 02/08/2021 - Roth 457(b)(MassMutual)
513	02/08/2021	Payroll	3	1812	ICMA Retirement Trust	2,538.60	Pay Cycle(s) 02/08/2021 To 02/08/2021 - 457 - ICMA
514	02/08/2021	Payroll	3	1813	Legal Shield	37.90	Pay Cycle(s) 02/08/2021 To 02/08/2021 - Legal Shield
515	02/08/2021	Payroll	3	1814	Navia Benefits	137.50	Pay Cycle(s) 02/08/2021 To 02/08/2021 - Medical FSA-S125; Pay Cycle(s) 02/08/2021 To 02/08/2021 - Navia Limited FSA
516	02/08/2021	Payroll	3	1815	Western Conference of Teamsters Pension Trust	1,951.43	Pay Cycle(s) 02/08/2021 To 02/08/2021 - Teamsters Pension
517	02/08/2021	Payroll	3	1816	Teamsters Union Local 231	1,263.00	Pay Cycle(s) 02/08/2021 To 02/08/2021 - Teamsters Dues
518	02/08/2021	Payroll	3	1817	Washington Teamsters Welfare Trust	30,219.50	Pay Cycle(s) 02/08/2021 To 02/08/2021 - Teamsters Dental; Pay Cycle(s) 02/08/2021 To 02/08/2021 - Teamsters Medical
						127,904.79	001 General Fund
						24,384.57	101 Street Fund
						63,252.26	401 Sewer Fund
						24,205.87	410 Drainage Fund
						59,271.20	421 Water Fund
						299,018.69	Payroll:
							299,018.69

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 Scott James Date: Feb 17, 2021
 () Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b

DATE: February 25, 2021

SUBJECT: City Council February 11, 2021 Special Meeting
Workshop Minutes

CONTACT PERSON: Sara Robinson, City Clerk

ATTACHMENTS: A – Council Special Workshop Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 11, 2021 City Council Special Workshop Meeting are attached.

RECOMMENDED MOTION

**I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 11, 2021 COUNCIL
SPECIAL WORKSHOP MEETING AS PRESENTED.**

CITY OF STANWOOD

City Council - Special Workshop Meeting
Thursday, February 11, 2021 – 5:00 p.m.
Zoom Online Meeting & Telephone

MINUTES

1. Call to Order

Mayor Elizabeth Callaghan called the meeting to order at 5:00 p.m.

2. Attendance

Councilmembers present: Rob Johnson, Diane White, Darren Robb, Timothy Pearce, Steve Shepro, Sid Roberts and Judy Williams.

Also present: Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Assistant Public Works Director Shawn Smith, Fire Chief John Cermak, Police Chief Rob Martin, Finance Director Scott James, City Administrator Jennifer Ferguson and City Clerk Sara Robinson.

Brett Hanson and Rachel Hedlof - Mackenzie.

Civic Campus Project –

This work-session has been scheduled to “re-boot” the City Hall / Police Station project discussion. The project was put on hold due to the impacts of the Covid-19 pandemic. As part of the “re-boot” staff has put together a few alternative options for Council discussion and consideration which include an option for phasing or maintaining city hall in its current location.

Community Development Director, Patricia Love gave a presentation of the major milestones and history regarding replacement of or renovation of the police station and/or city hall.

The City Council held a special work-session on December 19, 2019 to review the proposed Civic Campus design options. Four options were presented, with the Steering Committee recommendation to move forward with the Community Porch concept. After reviewing the plans, the Council provided the following consensus:

1. Proceed with the “Community Porch” concept;
2. Prepare a financing plan for development of the property in a single phase;
3. Consider pursuit of acquisition of the neighboring vacant additional acre-cost unknown;
4. Confirm that the Police Department space is of enough size and functional;
5. Consider site configuration options to add a second vehicle access through to Church Creek Park; and
6. Continue working with the Steering Committee on building materials and integrating the site with Church Creek Park.

Stanwood Special Workshop Meeting Minutes – February 11, 2021

Shortly after Council's direction on the porch theme concept and the need for further information/options, the project was put on hold due to the Covid-19 global pandemic.

The decision to move city hall out of the floodplain was a result of three factors:

1. Allow for the continuation of city hall services during a flood event;
2. The American Association of Floodplain Managers recommends locating critical facilities such as city hall and the police station out of the floodplain to ensure local governments can respond to floods, recover from floods and meet the needs of citizens; and
3. Relocating public safety facilities and city hall out of the floodplain may also lower flood insurance premiums once the city joins the Community Rating System (CRS) program which is a part of the National Flood Insurance Program (NFIP).

This “re-boot” discussion is an opportunity to bring new Councilmembers into the conversations and to either confirm previous direction or consider other options for locating city hall in the short and long term. Staff is requesting clear direction from the Council on a project option. Once this is identified, staff proposes a timeline with decision point milestones. Attachment A includes Q&A and staff responses received by February 5, 2021.

Love gave an overview of the Civic Campus options.

Option A:

Proceed with the combined Police Station and City Hall off 72nd Avenue next to Church Creek Park. This option could include the purchase of up to an additional acre to better accommodate access and integration with Church Creek Park.

Option B:

Locate the Police Station building only on 72nd Avenue, including extending Church Creek Park into the site. The building would include an attached community and Emergency Operations Center (EOC) room which could also be used as temporary Council Chambers.

Option C:

Maintain City Hall operations in its existing building. Renovations could include bathroom and kitchen upgrades with potential floor plan revisions. The goal would be to keep renovations below the 50% valuation to avoid flood proofing the building. Operationally, this option would be paired with Option B or D.

Option D:

Locate a new detached Council Chambers building on the city owned property directly west of the existing City Hall. As a detached building the new Council Chambers would need to meet all floodplain regulations, but the existing City Hall could continue to operate without major renovations. This new building could also serve as a community room in the downtown area.

Option E:

Other suggestions as recommended by the City Council. (This is not an additional option, but a replacement of one of the options above.)

Stanwood Special Workshop Meeting Minutes – February 11, 2021

Staff and Council reviewed all options and discussed the pros and cons of each.

Mayor Callaghan requested that Council send specific questions or concerns to Jennifer, Patricia and herself. This will be the best way for all the questions to get answered and for everyone to have the information.

Adjourn-

Mayor Callaghan Adjourned the meeting at 6:49 pm.

CITY OF STANWOOD

ATTEST:

Elizabeth Callaghan, Mayor

Sara Robinson, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8c

DATE: February 25, 2021

SUBJECT: City Council February 11, 2021 Regular Meeting Minutes

CONTACT PERSON: Sara Robinson, City Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 11, 2021 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 11, 2021 COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, February 11, 2021 – 7:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Call to Order

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

2. Roll Call

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

Also present: Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Assistant Public Works Director Shawn Smith, Fire Chief John Cermak, Fire Marshall Mike Makela, Police Chief Rob Martin, Senior Planner Amy Rusko, City Administrator Jennifer Ferguson and City Clerk Sara Robinson.

3. Approval of the Agenda

Motion by Councilmember Roberts, second by Councilmember Johnson to approve the agenda. Motion carried unanimously.

4. Citizen Comments

The City did not receive any written comments and received one request to from a citizen who would like to verbally address the Mayor and City Council. Citizens who wished to speak verbally, were required registered on the City Website by 9:00 am today, must be visible on camera and identify them-self with name and address.

Tim Schmitt- 27308 101st Ave NW, Stanwood, WA
The citizen comment is regarding possibly adopting an Anti- Loitering Ordinance.

5. Committee Reports

- a. Public Safety Committee Meeting Minutes January 28, 2021
- b. Public Works Committee Meeting Minutes January 4, 2021 and February 1, 2021
- c. Planning Commission Meeting Minutes January 11, 2020

6. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve January 28, 2021 Regular City Council Meeting Minutes

Stanwood City Council Meeting Minutes – February 11, 2021

*Motion by Councilmember White, Second by Councilmember Robb, to approve the Consent Agenda items a and b.
Motion carried unanimously.*

7. Public Hearing

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

The City Clerk did not receive any Public Comment written submissions or registrations to speak for the Public Hearing being held tonight.

- a. 2019-2020 Docket Comprehensive Plan Amendments and Zoning Code Amendments
 - i. Receive Public Comment on the Proposed Ordinance
 - ii. Second Reading and Final Adoption of Ordinance 1491 and 1492

Community Development Director, Patricia Love gave an overview of the proposed Ordinances 1491 and 1493 adoption of the 2020 Comprehensive Plan and Zoning Code Amendments. All amendments to the Comprehensive Plan shall be considered concurrently and no more than once per year, except in the event of an emergency, so that their cumulative effects can be ascertained. The 2020 Comprehensive Plan Amendment includes the following Future Land Use Map amendments, Zoning Map Amendments and implementing zoning regulation amendments. As part of the 2019/2020 Docket advertisement, five (5) rezone applications were received.

The Council Community Development Committee's September and October 2020 meetings included a briefing on the proposed 2020 Comprehensive Plan and Zoning Code Amendments update. At that meetings the Committee recommended forwarding the code amendments to the full Council for adoption.

The Planning Commission held a Public Hearing on the 2020 Comprehensive Plan and Code Amendment proposals at their November 16, 2020 meeting. The Planning Commission recommends approval of the proposed amendments to City Council. City Council reviewed and approved the first reading at the February 11, 2021 City Council Meeting.

Motion by Councilmember Roberts, Second by Councilmember Shepro authorize the mayor to sign Ordinance 1491, Comprehensive Plan Amendment and the associated findings of fact and conclusions, as recommended by the Stanwood Planning Commission.

*Councilmember Shepro – Yes, Councilmember Roberts – Yes, Councilmember Williams – Yes, Councilmember Johnson- Yes, Councilmember White – Yes, Councilmember Robb – Yes, Councilmember Pearce – Yes.
Motion carried unanimously.*

Stanwood City Council Meeting Minutes – February 11, 2021

Motion by Councilmember Roberts, Second by Councilmember Shepro to authorize the mayor to sign ordinance 1492, zoning code amendment and the associated findings of fact and conclusions, as recommended by the Stanwood Planning Commission.

*Councilmember Shepro – Yes, Councilmember Roberts – Yes, Councilmember Williams – Yes, Councilmember Johnson- Yes, Councilmember White – Yes, Councilmember Robb – Yes, Councilmember Pearce – Yes.
Motion carried unanimously.*

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

9. Reports of Officers and Committees

a. Mayor's Report –

Mayor Callaghan complimented the North County Fire Authority. She told a story about an experience that someone she is close to had with the Fire Department. Great Job!

b. City Administrator's Report-

City Administrator, Jennifer Ferguson reported that the Legislature passed the two relief bills for Small Businesses, Schools, Rent, Food and many other things. All the information will be put on the City website.

c. Councilmember Reports and Questions-

Councilmember Williams shared a story about North County Fire Authority. They are a bright spot when people are struggling.

Councilmember Johnson agreed with citizen Tim Schmitt that the Mayor is underpaid. He also asked Mayor Callaghan if she has promoted the COVID-19 vaccine at all. Mayor Callaghan has not promoted the vaccine.

There is an opening on the Salary Committee. The plan is for the committee to meet in June to reassess the Mayor and Council pay.

Councilmember Shepro noted that the City of Arlington recently approved joining the North County Regional Fire Authority. Congratulations!

The Port Susan Trail is looking very nice. Great job Mr. Smith!

10. Adjourn to executive session to discuss potential or pending litigation, RCW 42.30.110(1)(i) and to discuss employee performance, RCW 42.30.110 (1) (g) action to follow

Mayor Callaghan adjourned to the Executive Session at 7:22 pm. The session is expected to take 20 Minutes. At 7:42 pm the Mayor asked for an additional 10 Minutes.

The meeting was called back to order at 7:53 pm

Stanwood City Council Meeting Minutes – February 11, 2021

*Motion by Councilmember Robb, Second by Councilmember Roberts to authorize the Mayor to sign the Stanwood City Administrator Employment Contract.
Motion carried unanimously. (not including Councilmember White)*

CITY OF STANWOOD

ATTEST:

Elizabeth Callaghan, Mayor

Sara Robinson, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d
DATE: February 25, 2021
SUBJECT: Appointment of Economic Development Board Member
CONTACT PERSON: Elizabeth Callaghan, Mayor
ATTACHMENTS: N/A

Resource Link: none

PURPOSE

The purpose for this agenda item is for Council consideration of the Mayor's proposed appointment to the Stanwood Economic Development Board.

BACKGROUND

The City Resolution 2014-04 established an Economic Development Board. The Economic Development Board consists of seven voting members representing a cross section of the business community appointed by the Mayor with Council ratification. Terms are staggered so that the entire Board does not change at the same time in the future.

ANALYSIS

The Stanwood Economic Development Board has had a vacancy for over 12 months and the City has utilized both a formal application submission process as well as direct inquires with interested business owners. Ultimately, the Mayor may recommend the appointment of qualified potential board members. Mayor Callaghan recommends appointment of Brandy Timmer, owner of Purple Sunset Boutique and Little Caesars Pizza, located in Stanwood, to a two-plus year term expiring December 30, 2023. This is to stagger terms of the board members.

There is no fiscal impact associated with the decision to appoint board members. There will be staff resources needed to support the board's activities, as well as minor supplies which have been allocated in the 2021-2022 general fund and tourism promotion budgets. The Economic Development Board may make recommendations that impact future City operating or capital budgets; however, any recommendations require Council approval.

Fiscal Impact			
There is no fiscal impact			
Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Mayor Callaghan recommends appointment of Brandy Timmer to the Economic Development Board

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. The Council may ratify the Economic Development Board member appointment as recommended by Mayor Callaghan.
2. The Council may not ratify the proposed board member appointment and direct staff to continue to seek applicants

PROPOSED MOTION

MOTION TO APPROVE THE ECONOMIC DEVELOPMENT BOARD MEMBER APPOINTMENT TO A TWO-YEAR TERM ENDING DECEMBER 31, 2023

**Brandy Timmer Purple Sunset Boutique and Caesars Pizza
2+ years (February 2021- December 2023)**



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: February 25, 2021

SUBJECT: Sno-Isle Library Request – Stanwood Library Board
Dissolution

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – Sno-Isle Library Request
B – SMC 2.52

Resource Link: none

PURPOSE

The purpose for this agenda item is for Council consideration of a request from the Sno-Isle Library (See Attachment A) to dissolve the Stanwood Library Board created pursuant to Stanwood Municipal Code 2.52 (See Attachment B).

BACKGROUND

The Stanwood Library is located at 9701 271st Street NW in the City's Downtown Central District and is a popular destination and resource for all community members. Prior to 2015, the City of Stanwood and Snohomish County (later Sno-Isle) Library District contracted for library services and governance was adopted within Stanwood Municipal Code 2.52.

In 2015, Stanwood City voters approved annexation into the Snohomish County Library District and pay property taxes to the Library District directly rather than within the City of Stanwood property tax levy. With the passage of the ballot measure in 2016, the City and Library District entered into an annexation agreement primarily addressing the Library's location and use of the city owned facility on 271st Street.

ANALYSIS

Per SMC 2.52 the Stanwood Library Advisory Board was created to advise the City Council on the general supervision of the library facility and library programs but with the annexation, Sno-Isle Library handles oversight of these facility and programs. The Library has proposed an annual update to the City Council on library programs, in lieu of a formal board.

There is no fiscal impact associated with the decision to dissolve the formal library board. The City would continue to maintain the building where the current Stanwood library is located.

Fiscal Impact			
There is no fiscal impact			
Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends dissolution of the formal Stanwood Library Board and will establish a time each year for the Library District to provide an annual update on library programs.

Committee/Board Recommendation: The Community Development Committee reviewed the Sno-Isle Library request on February 18, 2021 and supports the Library request to dissolve the formal board.

CITY COUNCIL OPTIONS

1. The Council may authorize dissolution of the Stanwood Library Board and direct staff to bring a code amendment for SMC 2.52
2. The Council may not authorize dissolution and direct staff to bring back alternate options for future Council consideration

PROPOSED MOTION

MOTION TO AUTHORIZE STAFF TO BRING AN AMENDMENT TO SMC 2.52 TO DISSOLVE THE STANWOOD LIBRARY BOARD AT A FUTURE COUNCIL MEETING



7312 35th Avenue NE • Marysville, WA 98271
360-651-7000 • 877-SNO-ISLE • sno-isle.org

2/8/2021

Dear Stanwood City Council Members;

This letter is a request that the Stanwood the City Council consider dissolving the local Stanwood Community Library Advisory Board. Over the past few years, it has become apparent that the functions and purpose of the local advisory board have become extraneous and are being replicated through other mechanisms in place in the community and within the library district. The board has traditionally served as a forum via which community members can provide feedback to the library and may advise library leadership on our service to community. These functions are also currently being replicated via the Stanwood Friends of the Library, the Sno-Isle Libraries Board of Trustees, and via direct contact of officials from the City of Stanwood and/or private citizens with the Stanwood Library manager.

Last year just before the onset of the Covid-19 pandemic, current advisory board president Dennis Myers submitted a letter to city administrator Jennifer Ferguson and Library Manager Charles Pratt outlining the above request for consideration expressed unanimously by the board. They ask again that the council consider this request; all board members are active members of the Friends of Stanwood Library, and all serve in similar leadership roles in that organization. If approved they will continue the work of being advocates and advising the library in that role.

Additionally, a dissolution of the board is in line with recent decisions of a similar nature made by multiple other community libraries and city councils in both Snohomish and Island counties. We appreciate that these boards have provided a valuable purpose that has been served. The Sno-Isle Libraries Board of Trustees is in place to address any library issues, comments, or suggestions. It is respectfully requested that the Stanwood Council consider a similar action. I am happy to make myself available for any questions council may have, or to participate in any conversations on this topic.

Regards,

Charles Pratt
Managing Librarian
Stanwood Library
9701 271st St NW
Stanwood, WA 98292-8097
360-629-3132 x5320
Fax: 360-629-3516
www.sno-isle.org

Chapter 2.52

BOARD OF LIBRARY TRUSTEES

Sections:

2.52.010 Establishment.

2.52.020 Term.

2.52.030 Organization.

2.52.040 Vacancies.

2.52.050 Repealed.

2.52.060 Removal.

2.52.070 Duties and functions.

2.52.080 Use by nonresidents.

2.52.090 Repealed.

2.52.010 Establishment.

There shall be a board of library trustees for the city as provided by Chapter [27.12](#) RCW. The board shall consist of five trustees who shall be appointed by the mayor with the consent of the council. (Ord. 1134 § 1, 2003; Ord. 402 § 1, 1973).

2.52.020 Term.

The term of each library trustee shall be five years. The term of each trustee shall commence on January 1st, and terminate on December 31st, of the fifth year thereafter. The city clerk shall maintain an accurate record of the appointment and tenure of each trustee. No person shall be appointed to the board for more than two consecutive terms. (Ord. 1134 § 1, 2003; Ord. 402 § 2, 1973).

2.52.030 Organization.

The trustees at the first meeting of each calendar year shall meet and organize by the election of such officers as they deem necessary. (Ord. 1134 § 1, 2003; Ord. 402 § 3, 1973).

2.52.040 Vacancies.

Vacancies shall be filled for unexpired terms as soon as possible in the manner in which members of the board are chosen. (Ord. 1134 § 1, 2003; Ord. 402 § 4, 1973).

2.52.050 Compensation.

Repealed by Ord. 1134. (Ord. 402 § 5, 1973).

2.52.060 Removal.

A library trustee may be removed only by majority vote of the entire city council. (Ord. 1134 § 1, 2003; Ord. 402 § 6, 1973).

2.52.070 Duties and functions.

The library board is hereby declared to be an advisory board of the city of Stanwood whose duties shall be to advise and recommend to the mayor and city council in regards to the general supervision of the library facilities and programs in accordance with the contract for library service with the Sno-Isle Regional Library System. (Ord. 1134 § 1, 2003; Ord. 402 § 7, 1973).

2.52.080 Use by nonresidents.

The Stanwood Community Library building was funded with liberal contributions of persons residing on Camano Island and rural northwest Snohomish County, and in grateful appreciation, the city shall never discriminate in any way against use of the library facilities by nonresidents of the city. (Ord. 1134 § 1, 2003; Ord. 402 § 8, 1973).

2.52.090 Rules and regulations.

Repealed by Ord. 1134. (Ord. 402 § 9, 1973).

The Stanwood Municipal Code is current through Ordinance 1487, passed May 14, 2020.

Disclaimer: The city clerk's office has the official version of the Stanwood Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.ci.stanwood.wa.us/>

City Telephone: (360) 629-2181

[Code Publishing Company](#)



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: February 25, 2021

SUBJECT: Department of Ecology Environmental Studies Grant

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Department of Ecology Grant

PURPOSE

The purpose of this agenda item is for Council acceptance of a \$50,000 grant from the Department of Ecology to conduct environmental studies on the Sebranke property in east end historic shopping district.

BACKGROUND

The City entered into a purchase and sale agreement in 2016 to purchase the Sebranke property on the northwest corner of 271st Street and Florence Road along the City's "Main Street" for the purpose of creating a downtown park and enhancing public amenities. Initial environmental studies showed that the property has underground petroleum and other contaminants that were the result of an old gas/service station that was previously located on the site. Due to clean up costs and liability reasons, the City canceled the purchase and sale agreement with the property owner; the property remains vacant and unused at this time.

Owner: Brad Sebranke - 2 Parcels



2019 Assessed Value
Parcel A = \$40,300 and Parcel B = \$25,300

Last spring the City became aware of a grant through Washington State Department of Commerce for local brownfield clean-up projects. \$200,000 grants are available to local jurisdictions who have sites that fit into a larger economic development strategy but has not been able to purchase or develop properties due to costs, risk, and liability issues. It is the goal of the State to clean up brownfield sites and get them back into community use.

In partnership with the Department of Commerce Grant, the Department of Ecology has offered the City an additional \$50,000 grant to cover the costs of updating the environmental Phase I and II investigations. These combined grants provide a low-cost clean-up opportunity allowing the City to implement the economic development concepts identified in the City's Downtown Subarea Plan.

ANALYSIS

The City continues to be interested in this property for a potential downtown park and Main Street revitalization efforts as part of the City Beautification Action Plan. The adopted Downtown Subarea Plan includes goals, policies and the framework for future capital improvement projects to enliven and revitalize the City's downtown core.

The plan envisions Downtown Stanwood as:

- The heart and core of the community;
- A public center of the greater Stanwood community area;
- A place where public activities will be encouraged and where people come together to share;
- A series of urban nodes or "villages" tied together with attractive green corridors, with tree-lined pedestrian-friendly streets;
- A place that provides commercial and civic activities; and
- A variety of gathering spaces that includes community parks, waterfronts and trails.

To bring a plan to life, the City must invest and build projects that takes ideas off the page to create the public spaces and infrastructure envisioned in the Plan. This in turn spurs new private investment in our community. Pursuing clean up grants is one step in implementing the City's vision for the downtown core and main street. Cleaning up the property fits directly with the following two policies regarding revitalization of the downtown:

- Develop a downtown urban park to service residents and businesses and to reinforce the entry to the East District from the train station.
- Provide pocket parks or urban plazas on unused portions of public rights of ways.

Site clean-up will be funded through two grants:

- \$50,000 Department of Ecology Environmental Investigation Study Grant
- \$200,000 Department of Commerce Brownfield Clean Up Grant (Pending)

The table below highlights each project step and the commitments required by the City to obtain the grant.

Step	Description	Level of Commitment
Step 1:	Accept the Department of Ecology Environmental Investigation Study Grant	Accept the Department of Ecology Grant in the amount of \$50,000 for environmental studies. City Administrator will sign a contract with Maul Foster and Alongi to update the Phase I environmental review document, conduct soil samples, and prepare a Phase II environmental report. Cost of this work is \$56,161.00. Maul Foster and Alongi conduct required environmental studies. No long-term commitment for the City to purchase the property during this phase of the project. Once the final reports are completed the City will need to make a “go / no go” decision about moving forward with the Commerce Clean Up grant.
Step 2:	Obtain Formal Grant Commitment from Department of Commerce for Clean Up Funds	Department of Commerce commits funds to the clean-up project.
Step 3:	City Purchases the Property	Purchase property
Step 4:	Commerce Grant Awarded	The City would enter into a Voluntary Clean-Up Agreement with the Department of Ecology and the clean-up process would begin.
Step 5:	Park Implementation	Design, permit and build the new park per an updated Park Capital Improvement Project list.

FINANCIAL IMPACT

Fiscal Impact
Each year the City adopts a budget and Capital Improvement Program (CIP) consistent with each other. The 2021 / 2022 budget and the 2021-2026 CIP includes \$200,000 for investigative studies and site clean-up work for a park in the downtown. This Department of Ecology Grant will add another \$50,000 to that budget. There is no match requirement for this grant.

The scope of work for Maul Foster and Alongi for \$56,161.00 includes:

- Grant Coordination and Administration with City Staff
- Preparation of a Supplemental Work Plan
- Preparation of a Supplemental Phase I Environmental Assessment Report
- Preparation of a Supplemental Phase II Environmental Assessment Report

No changes to the budget are needed at this time, however a budget amendment will be needed later to add the additional \$50,000 Ecology Grant funds.

Fund(s):	594.76.63.20		
Amount:	\$200,000.00	Project Estimate:	\$56,161.00
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

Below is the CIP sheet for the project.

City of Stanwood Multi-Year Capital Project		
Project:	Downtown Park	Project Overview:
Tracking Fund:	104 Parks Construction	Construct a downtown public park that will enhance the experience of visitors to the main street area of Stanwood.
Department:	Community Development	
Project Manager:	Patricia Love	Justification:
Year Identified:	2020	Implementation of the 2010 Economic Development Plan, 2012 SDAT: Destiny by Design, and 2015 Downtown Subarea Plan.
Completion Year:	2022	
Strategic or Master Plan Reference:	Downtown Master Plan	Detailed Project Description:
Program Reference:	N/A	Main Street is the primary location for special events. The street is regularly closed for the following events: Art By the Bay festival; Summary Arts Jam; Small Trailer Event; Twin City Idlers Car Show; Stanwood Camano Fair parade; Touch- A-Truck, National Night Out; and the Downtown Concert Series. In 2021, the City is considering moving the Farmers Market to Main Street. This site will enhance these events by providing park space for people to rest, eat and relax during these events. The Site has remained underutilized and vacant since the 1990s. The Site's location within the main street business district of the City of Stanwood provides a great opportunity to support local businesses with a public park in the downtown corridor
Project Priority:	N/A	
Project Score:	N/A	
Asset Category:	Parks, Trails Facilities	
Address/Location:	8627 and 8629 271st Street	
Related Project(s):	City Beautification	
		
		Operating Impacts:

Capital Budget	Previous Years	2020	2021	2022	2023	2024	2025	Horizon Years	Total
Sources/Funding	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Overall Project Sources
Grant - Dept of Commerce	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Transfer in - Impact Fees	\$ -	\$ -	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ 140,000
Transfer in - General Fund	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Debt - Parks & Trails	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Total Sources	\$ -	\$ 30,000	\$ 200,000	\$ 140,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,370,000
Uses/Costs	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Overall Project Uses
Investigative Analysis	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Hazardous Material Clean Up	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Acquisition & ROW	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Design	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Total Uses	\$ -	\$ 30,000	\$ 200,000	\$ 140,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,370,000
Capital Sources Over (Under) Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RECOMMENDATIONS

Staff Recommendation:

Staff recommends the Council accept the Department of Ecology Grant in the amount of \$50,000 to conduct the needed environmental studies on the Sebranke property in efforts to further the downtown redevelopment and City Beautification Action Plan.

Committee/Board Recommendation:

On April 17, 2020 the issue of pursuing state and federal grants to fund clean-up actions on the Sebranke site was brought before the Economic Development Board and Council Community Development Committee. Both Committees supported the City's efforts to apply for such grants. After further conversations with the Department of Commerce, it was suggested that the City pursue a grant with the Department of Ecology to help with the project.

The project was subsequently included in the City Beautification Action Plan as part of the areas revitalization efforts and was included in the 2021 / 2022 adopted budget.

CITY COUNCIL OPTIONS

1. Accept the \$50,000.00 Department of Ecology Grant for the purposes of conducting supplemental environmental investigative work on the Sebranke property.
- 2.
3. Reject the grant and put the project on hold.

PROPOSED MOTION

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR, JENNIFER FERGUSON, TO THE SIGN THE GRANT CONTRACT WITH THE DEPARTMENT OF ECOLOGY IN THE AMOUNT OF \$50,000 FOR THE PURPOSES OF CONDUCTING SUPPLEMENTAL ENVIRONMENTAL WORK ON THE SEBRANKE PROPERTY.



Agreement No. OTGP-2021-Stanwo-00043

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF STANWOOD

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Stanwood, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Sebranke Property Supplemental Phase I and Phase II Project
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	02/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Ecology Grant

Project Short Description:

The RECIPIENT plans to conduct supplemental sampling to delineate the extent of soil and groundwater contamination at the Sebranke property. The RECIPIENT will also conduct a Phase I Environmental Site Assessment prior to acquiring title to the property. This work will support the RECIPIENT’S receipt of a brownfields cleanup grant from the State of Washington Department of Commerce.

Project Long Description:

The Sebranke Site is located on the eastern edge of Stanwood’s main business district and adjacent to the Amtrak train station. The specific location of the Site is 8627 and 8629 271st Street in Stanwood. The Site functions as a gateway to main street businesses and is an entry point for visitors arriving by train. The RECIPIENT has planted trees and placed a “Stanwood Home of Scandinavian Hospitality” sign at the edge of the lot as an interim beautification measure. The RECIPIENT plans to continue this beautification effort by acquiring, cleaning up and redeveloping the Site as a small

Agreement No: OTGP-2021-Stanwo-00043

Project Title: Sebranke Property Supplemental Phase I and Phase II Project

Recipient Name: City of Stanwood

public park that will enhance the experience of visitors to the main street area of Stanwood.

Overall Goal:

This work will support the RECIPIENT'S efforts to acquire and cleanup the property as part of their ongoing revitalization of their main business district.

Agreement No: OTGP-2021-Stanwo-00043

Project Title: Sebranke Property Supplemental Phase I and Phase II Project

Recipient Name: City of Stanwood

RECIPIENT INFORMATION

Organization Name: City of Stanwood

Federal Tax ID: 91-6001509

DUNS Number: 019256379

Mailing Address: 10220 270th Street NW
Stanwood, WA 98292

Physical Address: 10220 270th Street NW
Stanwood, Washington 98292

Organization Email: patricia.love@ci.stanwood.wa.us

Contacts

Agreement No: OTGP-2021-Stanwo-00043

Project Title: Sebranke Property Supplemental Phase I and Phase II Project

Recipient Name: City of Stanwood

Project Manager	Patricia Love Community Development Director 10220 270th Street NW Stanwood, Washington 98292 Email: patricia.love@ci.stanwood.wa.us Phone: (360) 629-2181
Billing Contact	Wendy Corder Dowhower Senior Accountant 10220 270th ST NW Stanwood, Washington 98292 Email: wendy.dowhower@ci.stanwood.wa.us Phone: (360) 629-2181 x4502
Authorized Signatory	Jennifer Ferguson City Administrator 10220 270th Street NW Stanwood, Washington 98292 Email: jennifer.ferguson@ci.stanwood.wa.us Phone: (360) 454-5206

Agreement No: OTGP-2021-Stanwo-00043

Project Title: Sebranke Property Supplemental Phase I and Phase II Project

Recipient Name: City of Stanwood

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Ali Furmall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: AFUR461@ecy.wa.gov Phone: (509) 329-3436
Financial Manager	Angela Harkins PO Box 47600 Olympia, Washington 98504-7600 Email: angh461@ecy.wa.gov Phone: (360) 407-7183

Agreement No: OTGP-2021-Stanwo-00043

Project Title: Sebranke Property Supplemental Phase I and Phase II Project

Recipient Name: City of Stanwood

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Stanwood

By: _____

By: _____

Rebecca S. Lawson, P.E.,LHG

Date

Jennifer Ferguson

Date

Toxics Cleanup

City Administrator

Acting Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: OTGP-2021-Stanwo-00043

Project Title: Sebranke Property Supplemental Phase I and Phase II Project

Recipient Name: City of Stanwood

SCOPE OF WORK

Task Number: 1

Task Cost: \$2,000.00

Task Title: Supplemental Phase I ESA - J001

Task Description:

Conduct an updated/supplemental Phase I Environmental Site Assessment (ESA) to support the RECIPIENT'S eligibility for a Washington State Department of Commerce cleanup grant as a bona fide prospective purchaser. RECIPIENT will submit a draft Phase I ESA to Ecology for review and comment.

Task Goal Statement:

Complete a supplemental phase I environmental site assessment to ASTM standards prior to the RECIPIENT acquiring the Sebranke property.

Task Expected Outcome:

A completed supplemental Phase I ESA report.

Recipient Task Coordinator: Patricia Love**Supplemental Phase I ESA - J001****Deliverables**

Number	Description	Due Date
1.1	Draft supplemental Phase I ESA report.	06/01/2021
1.2	Final supplemental Phase I ESA report.	06/28/2021

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SCOPE OF WORK

Task Number: 2

Task Cost: \$48,000.00

Task Title: Supplemental Phase II ESA - J003

Task Description:

Complete Field Work, including the following:

1. Installation, development, and groundwater sampling of 3 monitoring wells to 20 feet below ground surface (bgs).
2. Completion of up to 6 soil borings to 5 feet bgs; 3 of which will be extended to 20 feet bgs and completed as monitoring wells.
3. Collection of up to 12 soil samples (up to 2 samples/boring), and
4. Collection of up to 4 groundwater samples. Sample number includes a single duplicate.
5. Survey of installed monitoring wells by a licensed surveyor.
6. Private and public locates.
7. Investigation-derived waste characterization and disposal costs.
8. If an archaeological find or discovery is made during ground disturbing activities (drilling), an archaeologist will be hired to monitor all ground disturbing activities for the project and prepare a short daily memo describing findings for each day of monitoring.

Analytical Work and QA/QC:

1. Collect up to 12 soil samples to be analyzed for arsenic, cadmium, lead, cPAHs, and heavy oils (diesel and lube-oil range hydrocarbons).
2. Collect up to 4 groundwater samples to be analyzed for heavy oils (diesel and lube-oil range hydrocarbons).

Supplemental Investigation and Cleanup Options Report:

1. Preparation of a report section summarizing the results of the investigation in accordance with the "Remedial Investigation" checklist provided by Ecology.
2. Preparation of a report section summarizing the results of the investigation in accordance with the "Feasibility Study" checklist provided by Ecology and EPA requirements for an "Analyses of Brownfield Cleanup Alternatives".

Task Goal Statement:

Complete supplemental soil and groundwater sampling to delineate the extent of contamination. The Final Supplemental Investigation Report will include an evaluation of cleanup alternatives that meets the requirements for a feasibility study submitted to the VCP and the Department of Commerce cleanup grant application.

Task Expected Outcome:

Supplemental Investigation Report with Analysis of Brownfield Cleanup Alternatives.

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Recipient Task Coordinator: Patricia Love**Supplemental Phase II ESA - J003****Deliverables**

Number	Description	Due Date
2.1	Sampling work plan.	02/22/2021
2.2	Draft Supplemental Phase II Investigation Report.	05/21/2021
2.3	Final Supplemental Phase II Investigation Report.	06/28/2021
2.4	If an archaeologist is necessary for drilling activities, archaeologist will prepare a short daily memo describing findings for each day of monitoring.	

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BUDGET**Funding Distribution EG210199**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Model Toxics Control Operating Fund

Funding Type: Grant

Funding Effective Date: 02/01/2021

Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Type: State

Funding Source %: 100%

Description:

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Fund	Task Total
Supplemental Phase I ESA - J001	\$ 2,000.00
Supplemental Phase II ESA - J003	\$ 48,000.00

Total: \$ 50,000.00

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Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Fund	0.00 %	\$ 0.00	\$ 50,000.00	\$ 50,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.