City of Stanwood

City Council Packet

Stanwood City Council
Regular Meeting

Thursday, March 11, 2021

AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, March 11, 2021 – 7:00 p.m.
This meeting will be conducted by telephone and online, connection information will be posted on City Website— https://www.stanwooodwa.org

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **PRESENTATION**
   a. Introduction of New Employees
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. Finance Report – Fourth Quarter 2020 **6-1**
7. **COMMITTEE REPORT**
   a. Community Development Committee Meeting Minutes - February 18, 2021 **7-1**
   b. Planning Commission Meeting Minutes – February 8, 2021 **7-4**
   c. Finance Committee Meeting Minutes – February 25, 2021 **7-13**
   d. Economic Development Board Meeting Minutes – January 15, 2021 **7-15**
   e. Public Safety Committee Meeting Minutes – January 25, 2021 **7-19**
8. **CONSENT AGENDA**
   a. Approve Vouchers and Payroll Checks **8-1**
   b. Approve February 25, 2021 Regular City Council Meeting Minutes **8-6**
   c. Authorize the Mayor to Sign a Contract with Pellco Construction for the Lower Pioneer Highway Sewer Upgrades **8-12**
9. **NEW BUSINESS**
   a. First and Second Reading and Final Adoption - Ordinance 1495 2021-2022 Budget Amendment Number 1 **9-1**
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:
February 25, 2021 Regular Meeting
March 11, 2021 Regular Meeting
March 25, 2021 Regular Meeting
April 08, 2021 Regular Meeting
April 22, 2021 Regular meeting

CITY OF STANWOOD
AGENDA STAFF REPORT

ITEM NUMBER:	6a
DATE:	March 11, 2021
SUBJECT:	Fourth Quarter 2020 Financial Report
CONTACT PERSON:	Scott James, Finance Director
ATTACHMENTS:	A – Budget vs. Actual Reports for period ending December 31, 2020

PURPOSE

The Fourth quarter 2020 financial report is hereby submitted to City Council.

DISCUSSION

Attachment A is a year-to-date budget versus actual revenue and expenditures report with impact on ending fund balance for all funds as of December 31, 2020.

Key Messages regarding the city's January thru December 2020 financial performance:

- Tax collections, which include property, real estate excise taxes (REET), local sales taxes and utility taxes exceeded budgeted forecasts for these sources year-to-date. Sales taxes exceeded budget targets overall and 2020 receipts are 15% higher than 2019.
- Building and development related revenues exceeded 2020 forecasts, which contributed to strong ending fund balances and stable footing for 2021 starting balances.
- Expenditures ended the year under expectations, with all operating funds below 100% spent, for the twelve months of January thru December.
- The COVID19 Pandemic continues yet our expected outlook remains stable. We have experienced what it means to "shop local" and how spending dollars in the community creates a stable local economy. Another shut down; however, may mean a negative impact on our local economy. Staff continues to monitor sales tax monthly and our forecasts, developed with a range of impact, between a 20% to 40% reduction in this tax source have proved to be helpful, but our local economy has fared better than expected. The General Fund ending balances remain strong and reserves are significantly over the required levels, per

Financial Management Policy. The City's ability to weather an economic downturn has been successful so far. The 2021-2022 biennial budget was developed with caution in mind; however, budget proposals are based on improving our local economy and investing in our community.

Investment Performance:

The interest rate environment has changed since 2019. Longer term rates have declined faster than short terms rates. The first table below provides monthly and quarterly investment portfolio performance compared to the required benchmark, which is the two-year average of the two-year US Treasury Bond. It will be important over the next several months to find investment opportunities that increase our rate of return to match our set benchmark.

INVESTMENT PERFORMANCE - Q4 2020				
	Oct	Nov	Dec	Quarter Average
Amount Invested	$ 21,216,329	$ 20,227,082	$ 20,229,837	$ 20,557,749
Return (average percentage yield)	1.22%	1.14%	1.14%	1.17%
Benchmark*	1.39%	1.22%	1.18%	1.26%
*Per Finance Policy, Two Year Average of Two-Year Treasury Note				

The table below provides a detailed listing of holdings in the city's investment portfolio as of December 31, 2020.

Detailed Investment Holdings					
Investment	Maturity Date	Return (APY)	Balance	% of total balance	Weighted rate
WA Federal Public Funds	N/A	0.135%	$ 3,707,292	0.18	0.02%
Pacific Premier Checking	N/A	0.174%	$ 496,092	0.02	0.00%
WA LGIP	N/A	0.156%	$ 2,199,529	0.11	0.02%
Snoh. County Inv. Pool	N/A	1.436%	$ 4,630,953	0.23	0.33%
Fed Farm Credit Bank	1/4/2021	1.700%	$ 1,084,834	0.05	0.09%
FHLB (7/3/2019)	3/12/2021	1.851%	$ 998,310	0.05	0.09%
FHLB (7/18/2019)	3/12/2021	1.938%	$ 1,007,050	0.05	0.10%
Fed Farm Credit Bank	9/20/2021	1.908%	$ 1,019,940	0.05	0.10%
Farmer Mac	1/3/2022	1.594%	$ 1,029,890	0.05	0.08%
FHLB (8/30/19)	3/11/2022	1.501%	$ 1,018,527	0.05	0.08%
FHLB (10/11/2019)	9/9/2022	1.535%	$ 1,013,190	0.05	0.08%
Fed Farm Credit Bank	6/1/2022	1.500%	$ 1,001,290	0.05	0.07%
Fed National Mortgage Assn	1/19/2023	1.629%	$ 1,022,940	0.05	0.08%
Subtotal U.S. Agency Securities			$ 9,195,971		
		Investment Total	$ 20,229,837	1.00	1.14%
		Cash (Treasurer's Checking)	$ 3,820,543		
		Total Cash and Investments	$ 24,050,380		

General Fund

General Fund Revenue

At the end of the fourth quarter, general fund revenues were at 130% of the budget forecast. The primary reason is due to strong sales tax receipts including those from building and development activity. We also see that shopping locally generates strong sales tax revenues as well. The city also collects various utility taxes on telephone, cable, garbage and other utility activities in the city. See Attachment A.

Sales Tax

Sales tax received, year to date is 170% of anticipated revenues forecasted for 2020. Comparing last year's fourth quarter, 2020 tax receipts are $807,407, which is a 3% increase from $787,140 collected in the fourth quarter of 2019. Sales taxes overall are 17% higher than 2019. In 2020 the City has collected sales tax from construction in the amount of $1,033,310. This is 35% higher than the collection thru December 2019 which was $766,007. Sales tax from construction had been allocated between the General Fund and Building Improvement Fund, per Council direction for the 2019-2020 budget, for matching one-time construction revenues with one-time expenditures such as the new Civic Campus project; however, this project has been put on hold as the major source of funding would come from a ballot measure approved by voters but due to the COVID 19 pandemic is not ideal timing. The City Council will provide direction to staff on whether or not a ballot measure is moved forward for the voters to decide as part of the Civic Campus Project. For the 2021-2022 biennial budget, all sales tax will be allocated in the General Fund with transfers-out to capital project funds for specific purposes to better match financial management policy.

YEAR-MONTH Distributed	Oct-19	Nov-19	Dec-19	4th Qtr 2019	Oct-20	Nov-20	Dec-20	4th Qtr 2020	Quarterly Comparison 2019-2020
Convenience & Grocers	$ 8,385	$ 7,742	$ 8,772	$ 24,899	$ 9,876	$ 10,521	$ 8,745	$ 29,141	17%
Auto/RV Dealer	$ 12,610	$ 10,982	$ 10,052	$ 33,643	$ 12,729	$ 18,182	$ 16,310	$ 47,221	40%
Department Store	$ 9,633	$ 10,728	$ 8,843	$ 29,204	$ 11,230	$ 11,462	$ 9,606	$ 32,298	11%
Specialty Retail	$ 39,722	$ 54,136	$ 44,396	$138,254	$ 57,592	$ 63,635	$ 55,564	$176,791	28%
Restaurants	$ 27,017	$ 26,295	$ 25,653	$ 78,965	$ 24,700	$ 24,802	$ 24,985	$ 74,487	-5.67%
Building & Construction	$ 96,378	$ 114,819	$107,079	$318,276	$ 88,998	$ 81,866	96549.56	$267,413	-16%
All Other Sales & Use Tax	$ 50,067	$ 59,871	$ 53,962	$163,900	$ 61,941	$ 59,539	$ 58,575	$180,056	10%
total	$243,811	$ 284,574	$ 258,755	$787,140	$267,065	$270,008	$270,334	$807,407	3%

Licenses & Permits

Thru the 4th quarter the city has received $531,828 or 160% of budgeted revenue sources which include building permits, mechanical/plumbing permits and other miscellaneous license and permit revenues. This reflects continued strength in development within Stanwood.

State Generated Revenues

State generated revenues, often referred to as entitlements, include the city's share of liquor excise tax and liquor board profits, PUD Privilege Tax, reimbursement for the school resource officer, along with other miscellaneous state shared revenues. Thru the 4th quarter of 2020 receipts are $490,790 which are 98% of budget targets.

Charges for Services & Miscellaneous Revenue

Charges for Services include a portion of the development and building related fees that the city collects and is at 142% of revenue estimates for the year.

General Fund Expenditures

General fund expenditures thru December 31, 2020 are 94% of budget. Departmental expenditure summary performance are included in Attachment A.

General Fund – Fund Balance

Fund balance is the difference between total assets and total liabilities in each fund and measures the net financial resources available for spending. The City of Stanwood operates and reports on a cash basis, so revenue and expenditures are reported when received. While fund balance is not required to be "budgeted" it is an important indicator of the city's financial position and its ability to withstand adverse events.

The 2019-2020 budget included a large transfer out of the general fund to the park improvement fund for the purchase of property for the Heritage Park project and is the primary reason for the ($910,837) budgeted decrease in fund balance.

The change in fund balance is the difference between anticipated revenues and budgeted expenditures. Due to the economy being stronger than we anticipated, actual change in the 2020 fund balance shows an increase of over one million dollars.

Ending fund balance exceeds the Financial Management Policy requirements and places the city on a strong foundation for 2021-2022.

Street Operating Fund
In 2016, the street operating fund began receiving 8% of the property tax received in the city, which is $141,503 for the twelve months ending December 31. The other major revenue the street fund relies on is unrestricted motor vehicle excise tax (MVET), or “fuel tax”. The city has received $138,882 so far in fuel taxes. Expenditures for street operations and maintenance are within budget at 91%. See Attachment A for fund performance.

Special Revenue Funds
Special Revenue Funds are separate from the General Fund and are utilized for collection of revenues that may only be used for a specific purpose such as impact fees, REET or other sources. Expenditures in these funds are primarily transfers-out to other funds for capital projects.

Capital Project Funds
Capital Project Funds are utilized to track project sources and uses. While most capital projects are multi-year projects and often do not align with a biennial budget cycle, the amounts budgeted are likely to change as projects move through design, permitting and construction phases. Capital project funds are meant to be spent to build and invest in city infrastructure. Sources of revenue are transfers from other special revenue funds or the general fund but the primary source for some capital projects is grants and reliant on our ability to seek out opportunities and ultimately be awarded the funding.

Utility Funds

Utility Funds are proprietary funds or “business like funds” and should be analyzed in their entirety to understand the overall financial health of each fund. While the City has separated these funds into many funds for utility operations, capital, debt and reserves, it is not required. The Budget vs actual reports combine each utility to better reflect and align with how the funds are reported to the state auditor.

Sewer Fund
Year-to date 2020 sewer operating revenues are $2.29 million, which is 111% of budget target. Sewer rates were increased 7.5% effective January 1, 2020. Operating expenditures are at 95% of the budget. Sewer capital expenditures often delay costs to the later part of the year after project work is completed. Capital expenditures are at 48% of budget. Sewer Plant Investment Fees include developer activity, which is constructing a significant project included in the sewer capital improvement plan which results in credits against Sewer plant investment fees significantly less than budget. This has a neutral effect on the city because the project will be completed and transferred to the city at no cost. There are many “buckets” of fund balance for the utility, some are restricted to specific uses such as capital improvements and debt reserve.

Drainage Fund

Drainage charges for services are $942,957 or 110% of expected revenues for 2020. Drainage rates were significantly increased by 22.5% effective January 1, 2020. All Drainage fund expenditures are at 64% of budget due to the Irvine Slough project just beginning to ramp up late in the year. The financial health of the utility continues to be assessed to ensure adequate levels of reserves for operations and longer-term investments in the drainage system.

Water Fund

Water service charges from the beginning of the year are $2.077 million or 110% of budget targets. Water rates were increased 3% in fees effective January 1, 2020. Operating expenditures are at 85% of budget. The reservoir project is close to completion with capital expenditures.

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
GENERAL FUND 001				
Beginning Cash & Investments	3,390,534	3,390,534	100.0%	(0)
REVENUE				
Taxes				
Property Tax	1,491,778	1,627,289	109.1%	(135,511)
EMS Levy	-	9,495	0.0%	(9,495)
Sales Tax	1,300,000	2,211,756	170.1%	(911,756)
Affordable/Supportive Housing Sales Tax	14,600	5,562	38.1%	9,038
Natural Gas Tax	2,500	931	37.2%	1,569
Sales Tax Criminal Justice	102,000	134,908	132.3%	(32,908)
Gas Utility Tax	95,000	99,373	104.6%	(4,373)
Garbage Utility Tax	78,000	105,892	135.8%	(27,892)
Cable Tv Utility Tax	36,000	52,212	145.0%	(16,212)
Telephone Utility Tax	150,000	102,791	68.5%	47,209
Electric Utility Tax	290,000	316,234	109.0%	(26,234)
Water/Sewer/Drainage Utility Tax	345,000	442,998	128.4%	(97,998)
Gambling Tax	3,000	2,388	79.6%	612
Taxes	**3,907,878**	**5,111,828**	**130.8%**	**(1,203,950)**
License & Permits	331,650	531,828	160.4%	(200,178)
Grants & Entitlements	498,995	490,790	98.4%	8,205
Charges for Service	392,670	556,612	141.8%	(163,942)
Fines & Forfeitures	25,700	14,749	57.4%	10,951
Miscellaneous	66,065	98,839	149.6%	(32,774)
Total Revenues	**5,222,958**	**6,804,645**	**130.3%**	**(1,581,687)**
EXPENDITURES				
City Council & Clerk	146,607	140,626	95.9%	5,981
Legal & Judicial	123,500	129,762	105.1%	(6,262)
Mayor	28,139	26,141	92.9%	1,998
Administration	432,524	306,256	70.8%	126,268
Personnel Services	22,250	22,574	101.5%	(324)
Building & Grounds	190,511	184,458	96.8%	6,053
COVID19	200,000	243,800	1	(43,800)
General Government Services	124,289	139,300	112.1%	(15,011)
Public Safety	2,338,618	2,231,043	95.4%	107,575
Public Housing Services	14,600	-	-	14,600
Community Development	995,811	857,522	86.1%	138,289
Park Maintenance	354,256	312,491	88.2%	41,765
Interfund Transfer-Out	1,162,690	1,162,690	100.0%	-
Total Expenditures	**6,133,795**	**5,756,662**	**93.9%**	**362,533**
Ending Cash & Investments	2,479,697	-	0.0%	2,479,697
Revenue Over (Under) Expenditures	**(910,837)**	**1,047,983**		

IMPACT ON FUND BALANCE	***Budget***	***Actual***
Beginning Fund Balance	*3,390,534*	*3,390,534*
Change to Fund Balance	*(910,837)*	*1,047,983*
Ending Fund Balance	*2,479,697*	*4,438,518*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
STREET OPERATING FUND 101				
Beginning Cash & Investments	120,695	120,695	100.0%	(0)
REVENUE				
Taxes	119,342	141,503	118.6%	(22,161)
Licenses & Permits	18,500	20,454	110.6%	(1,954)
Grants & Entitlements	157,600	138,882	88.1%	18,718
Miscellaneous	64,730	64,191	99.2%	539
Total Revenues	**360,172**	**365,030**	**101.3%**	**(4,858)**
EXPENDITURES				
Salary & Benefits	258,959	237,192	91.6%	21,767
Supplies & Equipment	26,473	30,559	115.4%	(4,086)
Professional Services	26,099	11,656	44.7%	14,443
Maintenance Operations	133,052	122,909	92.4%	10,143
Total Expenditures	**444,583**	**402,316**	**90.5%**	**42,267**
Ending Balance	36,284	-	0.0%	36,284

Revenue Over (Under) Expenditures	**(84,411)**	**(37,286)**
IMPACT ON FUND BALANCE-Street Operating	***Budget***	***Actual***
Beginning Fund Balance	*120,695*	*120,695*
Change to Fund Balance	*(84,411)*	*(37,286)*
Ending Fund Balance	*36,284*	*83,409*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	SEWER FUNDS 401, 403, 405,452,457 COMBINED				
308 80 04 01	Beginning Cash & Investments-Operating	1,294,721	1,294,721	100.0%	(0)
308 80 04 03	Beginning Cash & Investments-Capital	1,657,202	1,657,202	100.0%	(0)
308 80 04 05	Beginning Cash & Investments-PIF	944,015	944,015	100.0%	0
308 80 04 57	Beginning Cash & Investments	949,782	949,782	100.0%	0
308 10 04 52	Restricted Beginning Cash & Investments	492,711	492,711	100.0%	(0)
	REVENUE				
	Charges for Service				
343 50 04 01	Sewer Service Charges	2,060,566	2,285,702	110.9%	(225,136)
343 50 50 01	Sewer - Other Fees	1,100	336	30.5%	764
359 90 51 01	Late Penalties	-	2,522	0.0%	(2,522)
343 50 00 00	Sewer Connection Fees	30,000	62,500	208.3%	(32,500)
368 10 04 05	Plant Investment Fees	463,140	372,134	80.4%	91,006
	Sub-Total Charges for Service	**2,554,806**	**2,723,195**	**106.6%**	**(168,389)**
	Miscellaneous & Interfund Transfers				
361 11 04 01	Interest Income	90,100	80,655	89.5%	9,445
369 91 04 01	Miscellaneous	255	-	0.0%	255
397 01 04 01	Transfer In From Sewer	134,226	134,226	100.0%	-
397 01 04 05	Transfer-in from Sewer Plant Investment	1,042,000	1,042,000	100.0%	-
397 02 04 01	Transfer-in from Sewer Operating	150,000	150,000	100.0%	-
	Sub-Total Miscellaneous & Transfers	**1,416,581**	**1,406,881**	**99.3%**	**9,700**
	Total Revenues	**3,971,387**	**4,130,076**	**104.0%**	**(158,689)**
	EXPENDITURES				
	Salary & Benefits	**642,334**	**475,070**	**74.0%**	**167,264**
	Supplies & Equipment	**46,452**	**67,861**	**146.1%**	**(21,409)**
	Professional Services	**81,097**	**78,081**	**96.3%**	**3,016**
	Maintenance Operations	**356,222**	**379,067**	**106.4%**	**(22,845)**
	Debt	**775,417**	**775,418**	**100.0%**	**(1)**
594 35 64 03	Machinery & Equipment	25,000	-	0.0%	25,000
594 35 64 02	Machinery & Equipment	556,500	524,228	94.2%	32,272
582 20 04 03	Refund Retainage	-	32,786	0.0%	(32,786)
594 35 62 01	Biosolids Processing Facility	300,000	-	0.0%	300,000
594 35 63 00	Improvements	35,000	-	0.0%	35,000
594 35 63 16	Pioneer/Cedarhome To 267th	-	-	0.0%	-
594 35 63 19	Viking Way Sewer Improve	300,000	-	0.0%	300,000
594 35 63 29	Main Lift Station Upgrades	300,000	256,005	85.3%	43,995
594 35 63 29	Sewer Plant Improvements	-	1,730	0.0%	(1,730)
594 35 63 35	Upper Pioneer Hwy/85th-CedarhomeDesign	-	-	0.0%	-
594 35 63 36	Lower Pioneer Hwy (Ex18)	200,000	144,027	72.0%	55,973
594 35 63 38	Church Creek Collection System (Ex5A)	150,000	-	0.0%	150,000
594 35 63 40	Grit Removal Unit Install (EX9)	-	-	0.0%	-
594 35 63 41	Telemetry System Upgrade	175,000	16,458	9.4%	158,542
594 35 64 01	Telemetry Equipment	-	1,987	0.0%	(1,987)
594 35 64 33	Smoke Testing/Camera/Flow Meter Basin 1	-	-	0.0%	-
	Sub-total Capital Investments	**2,041,500**	**977,221**	**47.9%**	**1,064,279**

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	SEWER FUNDS CONTINUED				
597 00 04 57	Transfer-to Equipment Replacement	134,226	134,226	100.0%	-
597 04 11 03	Transfer to Street Construction	221,000	221,000	100.0%	-
597 01 04 03	Transfer-out to Sewer Capital (403)	150,000	150,000	100.0%	-
597 00 04 03	Transfer-out to Sewer Capital (403)	1,042,000	1,042,000	100.0%	-
	Sub-total Interfund Transfers	**1,547,226**	**1,547,226**	**100.0%**	**-**
	Total Expenditures	**5,490,248**	**4,299,944**	**78.3%**	**1,190,304**
508 80 04 01	Ending Cash & Investments	1,173,194	-	0.0%	1,173,194
508 80 04 03	Ending Cash & Investments	1,226,002	-	0.0%	1,226,002
508 80 04 05	Ending Cash & Investments	384,055	-	0.0%	384,055
508 10 04 52	Restricted Ending Cash & Investments	501,611	-	0.0%	501,611
508 80 04 57	Ending Cash & Investments	534,708	-	0.0%	534,708

Revenue Over (Under) Expenditures	**(1,518,861)**	**(169,868)**
IMPACT ON FUND BALANCE-Sewer Funds	***Budget***	***Actual***
Beginning Fund Balance	*5,338,431*	*5,338,431*
Change to Fund Balance	*(1,518,861)*	*(169,868)*
Ending Fund Balance	*3,819,570*	*5,168,563*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
					-
	DRAINAGE FUNDS 410, 411, 412,458 COMBINED				
308 80 04 10	Beginning Cash & Investments	459,647	459,647	100.0%	(0)
308 80 04 11	Beginning Cash & Investments	367,343	367,343	100.0%	(0)
308 80 04 12	Beginning Cash & Investments	63,002	63,002	100.0%	0
308 80 04 58	Beginning Cash & Investments	276,562	276,562	100.0%	(0)
	REVENUE				
	Charges for Service				
343 83 00 00	Drainage Service Charges	860,651	942,957	109.6%	(82,306)
343 83 83 10	Drainage - Other Fees	200	-	0.0%	200
359 90 51 02	Late Penalties	-	1,032	0.0%	(1,032)
343 83 04 11	Drainage Connection Fees	12,000	13,800	115.0%	(1,800)
368 10 04 12	Plant Investment Fees	84,840	94,087	110.9%	(9,247)
	Sub-Total Charges for Service	**957,691**	**1,051,876**	**109.8%**	**(94,185)**
	Miscellaneous & Interfund Transfers				
361 11 04 10	Interest Income	12,400	30,145	243.1%	(17,745)
334 03 10 01	Grant - Department Of Ecology	1,750,000	486,463	27.8%	1,263,537
334 04 20 11	DOC-Stormwater Separation Grant	-	43,122	0.0%	(43,122)
382 20 04 11	Retainage	-	68,180	0.0%	(68,180)
391 80 00 01	Intergovtl Loan Snohomish County	900,000	730,440	81.2%	169,560
397 03 04 10	Transfer-in from Drainage Operating	52,565	52,565	100.0%	-
397 01 04 10	Transfer-in from Drainage Capital	650,000	650,000	100.0%	-
397 02 04 12	Transfer-in from Drainage PIF	100,000	100,000	100.0%	-
	Sub-Total Miscellaneous & Transfers	**3,464,965**	**2,160,915**	62.4%	**1,304,050**
	Total Revenues	**4,422,656**	**3,212,791**	**72.6%**	**1,209,865**
	EXPENDITURES				
	Salary & Benefits	**277,290**	**260,889**	**94.1%**	**16,401**
	Supplies & Equipment	**12,171**	**14,449**	**118.7%**	**(2,278)**
	Professional Services	**35,767**	**27,260**	**76.2%**	**8,507**
	Maintenance Operations	**72,231**	**43,422**	**60.1%**	**28,809**
	Debt	**205,231**	**76,327**	**37.2%**	**128,904**
594 38 63 01	Irvine Slough Stormwtr Sep & Pump Station	1,900,000	739,579	38.9%	1,160,421
594 38 63 02	SR 532 Flood Berm	1,100,000	861,316	0.0%	238,684
594 38 64 02	Machinery & Equipment	37,500	5,645	15.1%	31,855
594 38 63 17	101st,102nd,103rd Replacement	250,000	178,756	71.5%	71,244
	Sub-total Capital Investments	**3,287,500**	**1,785,297**	**54.3%**	**1,502,203**
597 01 04 11	Transfer-out to Drainage Capital	650,000	650,000	100.0%	-
597 02 04 11	Transfer-out to Drainage Construction	100,000	100,000	100.0%	-
597 03 04 58	Transfer-out to Equipment Replacement (458)	52,565	52,565	100.0%	-
	Sub-total Interfund Transfers	**802,565**	**802,565**	**100.0%**	**-**
	Total Expenditures	**4,692,755**	**3,010,210**	**64.1%**	**1,682,545**

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	DRAINAGE FUNDS CONTINUED				
508 80 04 10	Ending Cash & Investments	20,343	-	0.0%	20,343
508 80 04 11	Ending Cash & Investments	532,343	-	0.0%	532,343
508 80 04 12	Ending Cash & Investments	48,542	-	0.0%	48,542
508 80 04 58	Ending Cash & Investments	295,227	-	0.0%	295,227

Revenue Over (Under) Expenditures	**(270,099)**	**202,581**
IMPACT ON FUND BALANCE- Drainage Funds	***Budget***	***Actual***
Beginning Fund Balance	*1,166,554*	*1,166,555*
Change to Fund Balance	*(270,099)*	*202,581*
Ending Fund Balance	*896,455*	*1,369,136*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	WATER FUNDS 421, 422, 423,424,451,459 COMBINED				
308 80 04 21	Beginning Cash & Investments	1,084,899	1,084,899	100.0%	0
308 80 04 22	Beginning Cash & Investments	2,762,285	2,762,285	100.0%	(0)
308 80 04 23	Beginning Cash & Investments	113,085	113,085	100.0%	(0)
308 80 04 24	Beginning Cash & Investments	398,140	398,140	100.0%	(0)
308 10 04 51	Restricted Beginning Cash & Investments	405,225	405,225	100.0%	(0)
308 80 04 59	Beginning Cash & Investments	285,688	285,688	100.0%	(0)
	REVENUE				
	Charges for Service				
343 40 04 21	Water Service Charges	1,892,204	2,077,369	109.8%	(185,165)
343 40 00 21	Water - Other Fees	7,000	3,733	53.3%	3,267
359 90 51 00	Late Penalties	40,000	1,859	4.6%	38,141
343 40 00 00	Water Connection Fees	36,000	49,928	138.7%	(13,928)
368 10 04 23	Plant Investment Fees-Cedarhome	10,580	28,270	267.2%	(17,690)
368 10 04 24	Plant Investment Fees	414,720	664,826	160.3%	(250,106)
	Sub-Total Charges for Service	**2,400,504**	**2,825,984**	**117.7%**	**(425,480)**
	Miscellaneous & Interfund Transfers				
361 11 04 22	Interest Income - Operating	42,700	86,503	202.6%	(43,803)
369 91 04 21	Miscellaneous	200	2,200	1099.8%	(2,000)
382 20 04 22	Retainage	-	67,135	0.0%	(67,135)
397 00 00 01	Operating Transfer In	95,668	95,668	0.0%	-
397 01 04 21	Transfer-in from Water Capital	250,000	250,000	100.0%	-
397 01 04 24	Transfer-in from Water PIF	600,000	600,000	100.0%	-
397 10 04 21	Transfer-in from Debt Reserve	419,175	419,175	100.0%	-
397 02 04 21	Transfer-in from Equip Reserve	63,292	63,292	100.0%	-
397 00 04 23	Transfer-in from Cedarhome PIF	10,580	10,580	100.0%	-
	Sub-Total Miscellaneous & Transfers	**1,481,615**	**1,594,552**	107.6%	**(112,937)**
	Total Revenues	**3,882,119**	**4,420,537**	**113.9%**	**(538,418)**

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	WATER FUNDS CONTINUED				
	EXPENDITURES				
	Salary & Benefits	**657,944**	**643,709**	**97.8%**	**14,235**
	Supplies & Equipment	**95,400**	**75,582**	**79.2%**	**19,818**
	Professional Services	**68,367**	**70,345**	**102.9%**	**(1,978)**
	Maintenance Operations	**293,341**	**307,030**	**104.7%**	**(13,689)**
	Debt	**919,261**	**919,260**	**100.0%**	**1**
582 20 04 22	Refund Retainage	-	6,625	0.0%	(6,625)
594 34 64 02-0	Machinery & Equipment	105,000	5,645	5.4%	99,355
594 34 63 00	Improvements	50,000	33,056	0.0%	16,944
594 34 63 42	Viking Way Water Main	498,000	40	0.0%	497,960
594 34 63 43	Long Term Water Supply Study	60,000	-	0.0%	60,000
594 34 63 45	Bryant Well Monitor	30,000	15,057	50.2%	14,943
594 34 63 46	297 Zone Reservoir Construction	1,700,000	1,514,592	89.1%	185,408
594 34 64 01	Water Meter Replacement Program	50,000	25,219	50.4%	24,781
	Sub-total Capital Investments	**2,493,000**	**1,600,235**	**64.2%**	**892,765**
597 00 04 22	Transfer-out to Water Capital	250,000	250,000	100.0%	-
597 02 04 21	Transfer-out to Water Operating	10,580	10,580	100.0%	-
597 01 04 22	Transfer-out to Water Capital	600,000	600,000	100.0%	-
597 04 21 03	transfer-out to Street Construction	241,500	241,500	100.0%	-
597 00 04 59	Transfer-out to Equipment Reserve	63,292	63,292	100.0%	-
597 10 04 51	Transfer-out to Debt Reserve	419,175	419,175	100.0%	-
	Sub-total Interfund Transfers	**1,584,547**	**1,584,547**	**100.0%**	**-**
	Total Expenditures	**6,111,860**	**5,200,708**	**85.1%**	**911,152**
508 80 04 21	Ending Cash & Investments	777,046	-	0.0%	777,046
508 80 04 22	Ending Cash & Investments	1,027,585	-	0.0%	1,027,585
508 80 04 23	Ending Cash & Investments	115,185	-	0.0%	115,185
508 80 04 24	Ending Cash & Investments	218,060	-	0.0%	218,060
508 10 04 51	Restricted Ending Cash & Investments	410,125	-	0.0%	410,125
508 80 04 59	Ending Cash & Investments	271,580	-	0.0%	271,580

Revenue Over (Under) Expenditures	**(2,229,741)**	**(780,172)**
IMPACT ON FUND BALANCE-Water Funds	***Budget***	***Actual***
Beginning Fund Balance	*5,049,322*	*5,049,323*
Change to Fund Balance	*(2,229,741)*	*(780,172)*
Ending Fund Balance	*2,819,581*	*4,269,152*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	STREET CAPITAL FUND 103				
308 80 01 03	Beginning Cash & Investments	540,870	540,870	0.0%	0
	REVENUE				
	Grants & Entitlements				
333 20 00 04	RTCC - Viking Way	1,437,000	1,437,750	100.1%	(750)
334 03 60 00	WSDOT - Viking Way	510,000	500,000	98.0%	10,000
334 03 80 07	TIB - Overlays	240,000	479,617	199.8%	(239,617)
	Sub-Total Grants & Entitlements	**2,187,000**	**2,417,367**	**110.5%**	**(230,367)**
	Miscellaneous & Interfund Transfers				
361 11 01 01	Interest Income	11,900	19,770	166.1%	(7,870)
382 20 01 03	Retainage	-	12,863	0.0%	(12,863)
397 01 01 02	Transfer-in from Street Impact Fees	250,000	250,000	100.0%	-
397 01 01 03	Transfer-in from TBD	300,000	300,000	100.0%	-
397 01 03 01	Transfer-in from Gen Fund	100,000	100,000	100.0%	-
397 04 14 03	Transfer-in from Sewer Construction	221,000	221,000	100.0%	-
397 04 24 22	Transfer-in from Water Construction	241,500	241,500	100.0%	-
	Sub-Total Miscellaneous	**1,124,400**	**1,145,133**	101.8%	(20,733)
	Total Revenues	**3,311,400**	**3,562,500**	**107.6%**	**(251,100)**
	EXPENDITURES				
	Sidewalks				
595 10 61 06	New Sidewalk Installation	70,000	-	0.0%	70,000
595 10 61 07	Annual Sidewalk Repairs	9,500	9,435	99.3%	65
595 10 63 07	276th Sidewalk	50,000	-	0.0%	50,000
595 30 63 28	92nd Ave Sidewalk	150,000	180	0.1%	149,820
595 30 63 29	72nd Ave Sidewalk ROW	20,000	-	0.0%	20,000
	Street Improvements				
595 10 63 09	Viking Way ROW	10,000	17,571	175.7%	(7,571)
595 30 63 13	Viking Way Construction	2,900,000	2,845,387	98.1%	54,613
595 30 63 05	Misc Capital Projects	25,000	24,733	98.9%	267
	Annual Overlay & Sealcoat				
595 30 63 23	102nd Ave	-	556	0.0%	(556)
595 30 63 33	276th St	270,000	304,397	112.7%	(34,397)
595 30 63 36	271st St (94th To Viaduct)	250,000	-	0.0%	250,000
595 30 63 38	272nd Pl (99th To 102nd)	-	456	0.0%	(456)
	Street Project Planning				
595 30 63 39	Pavement Inventory	50,000	2,063	4.1%	47,937
582 20 01 03	Refund Retainage		12,863	0.0%	(12,863)
	Sub-total Street Capital Projects	**3,804,500**	**3,217,640**	84.6%	**586,860**
	Total Expenditures	**3,804,500**	**3,217,640**	**84.6%**	**586,860**
508 80 01 01	Ending Balance	47,770	-	0.0%	47,770

Revenue Over (Under) Expenditures	**(493,100)**	**344,860**
IMPACT ON FUND BALANCE-Street Capital	***Budget***	***Actual***
Beginning Fund Balance	*540,870*	*540,870*
Change to Fund Balance	*(493,100)*	*344,860*
Ending Fund Balance	*47,770*	*885,730*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	PARK & TRAIL CAPITAL FUND 104				
308 80 01 03	Beginning Cash & Investments	894,551	894,551	0.0%	0
	REVENUE				
	Grants & Entitlements				
334 02 40 00	AELA - Hamilton Park	100,000	64,309	64.3%	35,691
334 02 70 71	RCO-YAF - Heritage Park	350,000	17,998	5.1%	332,002
334 02 70 72	RCO - Heritage Park	200,000	-	0.0%	200,000
334 03 10 12	Dept Of Ecology-IPG	244,000	158,581	65.0%	85,419
334 04 20 04	DOC-Berm Trail	194,000		0.0%	194,000
337 00 00 04	Grant Sno-Co (Church Creek)	10,000	10,000	100.0%	-
337 00 00 06	SnoCo Heritage Park Grant	40,000	-	0.0%	40,000
	Sub-Total Grants & Entitlements	**1,138,000**	**250,888**	**22.0%**	**887,112**
	Miscellaneous & Interfund Transfers				
361 11 01 01	Interest Income	5,400	20,021	370.8%	(14,621)
362 00 01 04	Rents And Leases	20,500	20,890	101.9%	(390)
367 00 00 01	Contributions & Donations	20,000	-	0.0%	20,000
382 20 01 04	Retainage	-	8,094	0.0%	(8,094)
391 80 00 02	Intergovtl Loan Sno-Co	73,000	-	0.0%	73,000
397 00 10 06	Transfer-in from Park Impact Fees	100,000	100,000	100.0%	-
397 00 10 21	Transfer-in from REET 2	200,000	200,000	100.0%	-
397 05 00 01	Transfer-in from General Fund	607,000	607,000	100.0%	-
	Sub-Total Miscellaneous	**1,025,900**	**956,004**	**93.2%**	**69,896**
	Total Revenues	**2,163,900**	**1,206,892**	**55.8%**	**957,008**
	EXPENDITURES				
	Trails				
594 76 63 19	Stanwood Port Susan Trail	450,000	90,382	20.1%	359,618
	Park Improvements				
594 76 61 01	Hamiliton Park	320,000	158,256	49.5%	161,744
594 76 63 05	Johnson Farm Improvements	-	544	0.0%	(544)
594 76 63 18	Heritage Park	1,070,000	242,563	22.7%	827,437
594 76 63 20	New Downtown Neighborhood Park	30,000	8,955	29.9%	21,045
594 76 63 22	Church Creek Park	150,000	131,599	87.7%	18,401
582 20 01 04	Refund Retainage	-	4,676	0.0%	(4,676)
	Sub-total Park & Trail Capital Projects	**2,020,000**	**636,976**	**31.5%**	**1,383,024**
	Total Expenditures	**2,020,000**	**636,976**	**31.5%**	**1,383,024**
508 80 01 01	Ending Balance	1,038,451	-	0.0%	1,038,451

Revenue Over (Under) Expenditures	**143,900**	**569,917**
IMPACT ON FUND BALANCE-Park/Trail Capital	***Budget***	***Actual***
Beginning Fund Balance	*894,551*	*894,551*
Change to Fund Balance	*143,900*	*569,917*
Ending Fund Balance	*1,038,451*	*1,464,467*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	BUILDING CAPITAL FUND 110				
308 80 01 03	Beginning Cash & Investments	1,355,732	1,355,732	0.0%	(0)
	REVENUE				
	Taxes				
313 11 01 10	Sales Tax Construction	500,000	174,463	34.9%	325,537
	Sub-total Taxes	**500,000**	**174,463**	**34.9%**	**325,537**
	Miscellaneous & Interfund Transfers				-
361 11 01 01	Interest Income	16,800	29,545	175.9%	(12,745)
	Sub-Total Miscellaneous	**16,800**	**29,545**	**175.9%**	**(12,745)**
	Total Revenues	**516,800**	**204,008**	39.5%	**312,792**
	EXPENDITURES				
	Facilities Imrovements				
594 18 62 11	Police/City Hall Design	70,000	64,932	92.8%	5,068
582 20 01 10	Refund Retainage	-	2,490	0.0%	(2,490)
	Sub-total Park & Trail Capital Projects	**70,000**	**67,421**	**96.3%**	2,579
	Total Expenditures	**70,000**	**67,421**	**96.3%**	**2,579**
508 80 01 01	Ending Balance	1,802,532	-	0.0%	1,802,532

Revenue Over (Under) Expenditures	**446,800**	**136,586**
IMPACT ON FUND BALANCE-Facilities	***Budget***	***Actual***
Beginning Fund Balance	*1,355,732*	*1,355,732*
Change to Fund Balance	*446,800*	*136,586*
Ending Fund Balance	*1,802,532*	*1,492,319*

City of Stanwood
Budget vs Actual
December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	TOURISM & PROMOTION DSC				
308 80 01 15	Beginning Cash & Investments	-	-	0.0%	-
	REVENUE				
	Taxes				
313 31 00 50	Lodging Tax	1,000	94	9.4%	906
	Sub-Total Taxes	**1,000**	**94**	**9.4%**	**906**
	Grants & Entitlements				
333 11 01 15	COVID Indirect Fed DOC	-	3,011	0.0%	(3,011)
337 00 00 50	Grant DSC	8,000	-	0.0%	8,000
337 00 00 51	Grant Summer Arts Jam	10,000	-	0.0%	10,000
	Sub-Total Grants & Entitlements	**18,000**	**3,011**	**16.7%**	**14,989**
	Charges for Services				
345 60 00 50	Advertising	5,000	-	0.0%	5,000
	Sub-Total Charges for Services	**5,000**	**-**	**0.0%**	**5,000**
	Miscellaneous & Interfund Transfers				
367 00 00 50	Donation	5,000	6,628	132.6%	(1,628)
367 00 00 51	Sponsorships	40,000	5,933	14.8%	34,067
397 00 01 01	Transfer-in from General Fund	95,000	95,000	100.0%	-
	Sub-Total Miscellaneous	**140,000**	**107,561**	**76.8%**	**32,439**
	Total Revenues	**164,000**	**110,665**	**67.5%**	**53,335**
	Sub-total Supplies & Equipment	**1,000**	**2,730**	**273.0%**	**(1,730)**
	Sub-total Professional Services	**97,000**	**73,016**	**75.3%**	**23,984**
557 30 41 03	Tourism Grants	11,000	10,000	90.9%	1,000
557 30 44 00	Advertising	7,500	22,184	295.8%	(14,684)
557 30 49 01	Meetings, Training & Travel	1,000	130	13.0%	870
557 30 49 02	Dues	1,000	197	19.7%	803
557 30 49 03	Printing	1,500	-	0.0%	1,500
	Sub-total Maintenance Operations	**22,000**	**32,511**	147.8%	**(10,511)**
	Total Expenditures	**120,000**	**108,257**	**90.2%**	**11,743**
508 80 01 15	Ending Balance	44,000	-	0.0%	44,000

Revenue Over (Under) Expenditures	**44,000**	**2,408**
IMPACT ON FUND BALANCE-Street Operating	***Budget***	***Actual***
Beginning Fund Balance	*-*	*-*
Change to Fund Balance	*44,000*	*2,408*
Ending Fund Balance	*44,000*	*2,408*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	Transportation Sales Tax Fund				
308 10 01 08	Beginning Cash & Investments	381,574	381,574	100.0%	0
	REVENUE				
	Taxes				
313 21 01 08	Public Transportation Systems Sales Tax	300,000	561,210	187.1%	(261,210)
	Sub-Total Taxes	**300,000**	**561,210**	**187.1%**	**(261,210)**
	Miscellaneous & Interfund Transfers				
361 11 01 08	Interest Income	7,500	14,197	189.3%	(6,697)
	Sub-Total Miscellaneous	**7,500**	**14,197**	**189.3%**	**(6,697)**
	Total Revenues	**307,500**	**575,407**	**187.1%**	**(267,907)**
	EXPENDITURES				
	Sub-total Salary & Benefits	**16,854**	**15,559**	92.3%	**1,295**
	Sub-total Professional Services	**-**	**438**	0.0%	**(438)**
	Sub-total Maintenance Operations	**1,000**	**-**	0.0%	**1,000**
	Interfund Transfers				
	Sub-total Interfund Transfers	**300,000**	**300,000**	100.0%	**-**
	Total Expenditures	**317,854**	**315,997**	**99.4%**	**1,857**
508 10 01 08	Ending Balance	371,220	-	0.0%	371,220

Revenue Over (Under) Expenditures	**(10,354)**	**259,409**
IMPACT ON FUND BALANCE-Street Operating	***Budget***	***Actual***
Beginning Fund Balance	*381,574*	*381,574*
Change to Fund Balance	*(10,354)*	*259,409*
Ending Fund Balance	*371,220*	*640,983*

City of Stanwood
Budget vs Actual
As of December 31 , 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	REET- Capital Improvements & Growth Management				
308 10 01 20	Beginning Cash & Investments	466,141	466,141	100.0%	0
308 10 01 21	Beginning Cash & Investments	831,273	831,273	100.0%	0
	REVENUE				
	Taxes				
318 34 00 00	REET 1	100,000	381,614	381.6%	(281,614)
318 35 00 00	REET 2	100,000	381,614	381.6%	(281,614)
	Sub-total Charges for Service	**200,000**	**763,229**	**381.6%**	**(281,614)**
	Miscellaneous				
361 11 01 20 &	Interest Income	23,800	32,614	137.0%	(8,814)
	Sub-total Misc & Transfers-In	**23,800**	**32,614**	**137.0%**	**(8,814)**
	Total Revenues	**223,800**	**795,843**	**355.6%**	**(290,428)**
	EXPENDITURES				
	Interfund Transfers				
597 00 00 05	Transfer Out Park Improvement	200,000	200,000	100.0%	-
	Sub-total Transfers-Out	**200,000**	**200,000**	**100.0%**	**-**
	Total Expenditures	**200,000**	**200,000**	**100.0%**	**-**
508 10 01 20	Ending Balance	575,441	-	0.0%	575,441
508 10 01 21	Ending Balance	745,773	-	0.0%	745,773

Revenue Over (Under) Expenditures	**23,800**	**595,843**
IMPACT ON FUND BALANCE-PARK IMPACT FEES	***Budget***	***Actual***
Beginning Fund Balance	*1,297,414*	*1,297,414*
Change to Fund Balance	*23,800*	*595,843*
Ending Fund Balance	*1,321,214*	*1,893,257*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	EQUIPMENT RESERVE FUND 107				
308 80 01 07	Beginning Cash & Investments	568,171	568,171	100.0%	0
	REVENUE				
	Miscellaneous & Interfund Transfers				
361 11 01 07	Interest Income	4,900	7,960	162.4%	(3,060)
397 01 00 01	Transfer In from GF	175,292	175,292	100.0%	-
	Sub-total Misc & Transfers-In	**180,192**	**183,252**	**101.7%**	**(3,060)**
	Total Revenues	**180,192**	**183,252**	**101.7%**	**(3,060)**
	EXPENDITURES				
	Vehicles & Equipment				
594 18 64 07	Machinery & Equipment -Admin	30,000	-	0.0%	30,000
594 18 64 08	Machinery & Equipment -Parks	96,250	86,247	89.6%	10,003
594 18 64 09	Machinery & Equipment -Street	203,000	53,099	26.2%	149,901
594 18 64 10	Machinery & Equipment -B & G	28,750	57,099	198.6%	(28,349)
	Sub-total Transfers-Out	**358,000**	**196,445**	**54.9%**	**161,555**
	Total Expenditures	**358,000**	**196,445**	**54.9%**	**161,555**
508 80 01 07	Ending Balance	390,363	-	0.0%	390,363

Revenue Over (Under) Expenditures	**(177,808)**	**(13,193)**
IMPACT ON FUND BALANCE-PARK IMPACT FEES	***Budget***	***Actual***
Beginning Fund Balance	*568,171*	*568,171*
Change to Fund Balance	*(177,808)*	*(13,193)*
Ending Fund Balance	*390,363*	*554,977*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	CONTINGENCY FUND 109				
308 80 01 09	Beginning Cash & Investments	356,374	356,374	100.0%	0
	REVENUE				
	Miscellaneous & Interfund Transfers				
361 11 01 09	Interest Income	5,400	5,450	100.9%	(50)
397 02 00 01	Transfer In from GF	27,000	27,000	100.0%	-
	Sub-total Misc & Transfers-In	**32,400**	**32,450**	**100.2%**	**(50)**
	Total Revenues	**32,400**	**32,450**	**100.2%**	**(50)**
	EXPENDITURES				
	Interfund Transfers				
597 01 00 01		-	-	0.0%	-
	Sub-total Transfers-Out	**-**	**-**	**0.0%**	**-**
	Total Expenditures	**-**	**-**	**0.0%**	**-**
508 80 01 01	Ending Balance	388,774	-	0.0%	388,774

Revenue Over (Under) Expenditures	**32,400**	**32,450**
IMPACT ON FUND BALANCE-PARK IMPACT FEES	***Budget***	***Actual***
Beginning Fund Balance	*356,374*	*356,374*
Change to Fund Balance	*32,400*	*32,450*
Ending Fund Balance	*388,774*	*388,824*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	DEBT SERVICE FUND 205				
308 80 02 05	Beginning Cash & Investments	149,032	149,032	100.0%	0
	REVENUE				
	Taxes				
311 10 22 10	GO Bond 2007 Ref 1994/2000	195,400	46,366	23.7%	149,034
	Sub-total Charges for Service	**195,400**	**46,366**	**23.7%**	**149,034**
	Miscellaneous & Interfund Transfers				
361 11 02 05	Interest Income	2,300	2,657	115.5%	(357)
397 00 01 05	Transfer In Fund 105	25,000	25,000	100.0%	-
	Sub-total Misc & Transfers-In	**27,300**	**27,657**	**101.3%**	**(357)**
	Total Revenues	**222,700**	**74,023**	**33.2%**	**148,677**
	EXPENDITURES				
	Debt Service				
	Sub-total Debt Service	**204,050**	**203,400**	**99.7%**	**650**
	Total Expenditures	**204,050**	**203,400**	**99.7%**	**650**
508 80 01 01	Ending Balance	167,682	-	0.0%	167,682
	Revenue Over (Under) Expenditures	**18,650**	**(129,377)**		

IMPACT ON FUND BALANCE-PARK IMPACT FEES	***Budget***	***Actual***
Beginning Fund Balance	*149,032*	*149,032*
Change to Fund Balance	*18,650*	*(129,377)*
Ending Fund Balance	*167,682*	*19,655*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	STREET IMPACT FEES 102				
308 80 01 01	Beginning Cash & Investments	602,771	602,771	100.0%	(0)
	REVENUE				
	Charges for Service				
321 91 00 10	Street Impact Fees	211,403	328,278	155.3%	(116,875)
	Sub-total Charges for Service	**211,403**	**328,278**	**155.3%**	**(116,875)**
	Miscellaneous & Interfund Transfers				
361 11 01 01	Interest Income	9,000	9,263	102.9%	(263)
	Sub-total Misc & Transfers-In	**9,000**	**9,263**	**102.9%**	**(263)**
	Total Revenues	**220,403**	**337,541**	**153.1%**	**(117,138)**
	EXPENDITURES				
	Interfund Transfers				
542 30 10 00	Transfer-out to Street Capital Projects	250,000	250,000	100.0%	-
	Sub-total Transfers-Out	**250,000**	**250,000**	**100.0%**	**-**
	Total Expenditures	**250,000**	**250,000**	**100.0%**	**-**
508 80 01 01	Ending Balance	573,174	-	0.0%	573,174

Revenue Over (Under) Expenditures	**(29,597)**	**87,541**
IMPACT ON FUND BALANCE-STREET IMPACT FEES	***Budget***	***Actual***
Beginning Fund Balance	*602,771*	*602,771*
Change to Fund Balance	*(29,597)*	*87,541*
Ending Fund Balance	*573,174*	*690,313*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
	FIRE IMPACT FEES 105				
308 80 01 01	Beginning Cash & Investments	27,126	27,126	100.0%	0
	REVENUE				
	Charges for Service				
345 85 01 05	Fire Impact Fees	12,000	38,976	324.8%	(26,976)
	Sub-total Charges for Service	**12,000**	**38,976**	**324.8%**	**(26,976)**
	Miscellaneous & Interfund Transfers				
361 11 01 01	Interest Income	1,400	813	58.1%	587
	Sub-total Misc & Transfers-In	**1,400**	**813**	**58.1%**	**587**
	Total Revenues	**13,400**	**39,789**	**296.9%**	**(26,389)**
	EXPENDITURES				
	Interfund Transfers				
542 30 10 00	Transfer-out to Debt Service Fund-Fire	25,000	25,000	100.0%	-
	Sub-total Transfers-Out	**25,000**	**25,000**	**100.0%**	**-**
	Total Expenditures	**25,000**	**25,000**	**100.0%**	**-**
508 80 01 01	Ending Balance	15,526	-	0.0%	15,526

Revenue Over (Under) Expenditures	**(11,600)**	**14,789**
IMPACT ON FUND BALANCE-FIRE IMPACT FEES	***Budget***	***Actual***
Beginning Fund Balance	*27,126*	*27,126*
Change to Fund Balance	*(11,600)*	*14,789*
Ending Fund Balance	*15,526*	*41,915*

City of Stanwood
Budget vs Actual
As of December 31, 2020

Account Code	Account Description	Adopted Budget	Year-to-Date	% Received	Amount Remaining
					-
	PARK IMPACT FEES 106				
308 80 01 01	Beginning Cash & Investments	136,413	136,413	100.0%	(0)
	REVENUE				
	Charges for Service				
345 85 01 06	Park Impact Fees	38,448	227,780	592.4%	(189,332)
	Sub-total Charges for Service	**38,448**	**227,780**	**592.4%**	**(189,332)**
	Miscellaneous & Interfund Transfers				
361 11 01 01	Interest Income	2,500	4,903	196.1%	(2,403)
	Sub-total Misc & Transfers-In	**2,500**	**4,903**	**196.1%**	**(2,403)**
	Total Revenues	**40,948**	**232,683**	**568.2%**	**(191,735)**
	EXPENDITURES				
	Interfund Transfers				
542 30 10 00	Transfer-out to Park Capital Project Fund	100,000	100,000	100.0%	-
	Sub-total Transfers-Out	**100,000**	**100,000**	**100.0%**	**-**
	Total Expenditures	**100,000**	**100,000**	**100.0%**	**-**
508 80 01 01	Ending Balance	77,361	-	0.0%	77,361

Revenue Over (Under) Expenditures	**(59,052)**	**132,683**
IMPACT ON FUND BALANCE-PARK IMPACT FEES	***Budget***	***Actual***
Beginning Fund Balance	*136,413*	*136,413*
Change to Fund Balance	*(59,052)*	*132,683*
Ending Fund Balance	*77,361*	*269,097*

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7a
DATE:	March 11, 2021
SUBJECT:	Community Development Committee Meeting Minutes
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – February 18, 2021 Meeting Minutes

SUMMARY STATEMENT:

Minutes from the February 18, 2021 Community Development Committee Meeting are attached to this staff report for approval as presented.

	Community Development Committee Meeting Minutes February 18, 2021

Call to Order 6:01pm

Councilmembers Present: Judy Williams, Sid Roberts, Tim Pearce,
Staff Present: Patricia Love, Jennifer Ferguson, Amy Rusko, Sara Robinson, Amy Bergemeier
Also Present: Leslie Moore, Library Manager for Camano Island, Charles Pratt, Library Manager for Stanwood.

Agenda Items:

1. Sno-Isle Library District Request
2. Stanwood Chamber of Commerce Request for Assumption of the Summer Concert Series.
3. Cedar Hill Estates Final Plat (Phase I of the Schmitt Preliminary Plat)
4. Cedar Crest Estates Final Plat (Phase II of the Schmitt Preliminary Plat)
5. Church Creek Park Master Plan
6. Clean up Grant update

A. Sno-Isle Library District Request:

The City received a request from the Sno-Isle Library to dissolve the Stanwood Library Board created pursuant to 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.

- The Committee discussed and recommends to the Council moving forward with the Dissolution of the Stanwood Library Board.

B. Stanwood Chamber of Commerce Request for Assumption of the Summer Concert Series:

The City received a request from the Stanwood Chamber of Commerce to assume the City/Discover Stanwood Camano hosted event "Summer Concert Series" as a Chamber event along with a request for funds donated in previous years from event sponsors. City staff recommended to the Chamber a possible contract to manage the event.

- The Committee discussed and recommends finishing the full scope of work on this and then bringing it to Council.

C. Cedar Hill Estates Final Plat (Phase I of the Schmitt Preliminary Plat):

JM1 Holdings submitted a preliminary plat application to the city in September 2018. The plat was approved by the Stanwood Hearing Examiner and the site has been under construction this past summer. Phase I and the portion of Phase II improvements include streets, sidewalks, stormwater improvements, water improvements, sewer improvements, open / park space, and mail box kiosk. LGI Homes (New Owner) is providing maintenance bonds for all installed public improvements, except for the landscaping. LGI Homes is submitting a performance bond for the street landscaping and the open / park space landscaping. Performance bonds are allowed per the City's code, the developer requested this option due to the wet weather our area has had this winter and would like to wait on the installation to provide a better environment for the plantings. We anticipate that both final plats will be forwarded to the City Council in March.

- The Committee discussed and are supportive of this.

D. ***Cedar Crest Estates Final Plat (Phase II of the Schmitt Preliminary Plat):***
Phase 2 of the above referenced plat is also ready for final plat approval.

- The Committee discussed and are supportive of this.

E. Church Creek Park Master Plan:
In 2020 staff and the Parks and Trails Advisory Committee (PTAC) began working on an update to the Church Creek Park Master Plan. JA Brennan was hired by the City to help in this effort. The park currently features one baseball field, basketball court, disc golf course, picnic facilities, tall trees, a paved parking lot and a playground area. There is also access to a beautiful reach of Church Creek on the eastern edge of the park.

The updated park will offer much-needed recreational and educational opportunities for all ages, abilities, and seasons. Additional opportunities include:

- More visible entrances and better connections to adjacent properties
- Create new trails and paths
- Renovate the existing parking lot
- Renovate the picnic shelter and expanded plaza space
- Create an outdoor classroom and environmental education area in the forest
- Renovate the flagpole circle
- Maintain existing facilities such as the restroom
- Create a forest glade recreation area
- Enhance park plantings
- Wetlands enhancement and mitigation planting

- The Committee discussed and are very supportive of the plan.

F. Clean-up Grant Update:
The City has received a $50,000 grant from the Department of Ecology to conduct environmental studies on the Sebranke property in east end historic shopping district.

- The Committee discussed and are very supportive of accepting this grant.

Meeting ended at: 6:55 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7b
DATE:	March 11, 2021
SUBJECT:	Planning Commission Meeting Minutes
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – February 8, 2021 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 8, 2021 Planning Commission Meeting are attached to this staff report for approval as presented.

Call to Order 6:32 pm

Roll Call

Present: Marcus Metz
Larry Sather
Monae Birkhofer
Patrick Hosterman
Cody Davis

Staff Present: Patricia Love
Amy Rusko
Amy Bergemeier
Tansy Schroeder
Sara Robinson
Jennifer Ferguson
Shawn Smith

Absent: Justin Burns

Also known to be present:
Peggy Wendel, Sid Roberts

Approval of Minutes:
The Minutes of the January 25th, 2021 Planning Commission Meeting were approved as presented with a motion by Cody Davis and a second by Patrick Hosterman.

New Business:
Public Meeting – Pioneer Highway Interceptor Sewer Upgrade Project:

Senior Planner, Amy Rusko, provided the Commission the information regarding this project. Here is that summary.

- The project is Phase II of the Pioneer Highway sewer upgrades and includes the installation of approximately 2,100 linear feet of 15” and 18” sewer line, replacing the existing 8” sewer line, to upgrade the line along Pioneer Highway from 267th Street to 272nd Street and along Pioneer Highway on the back side of Fox Hill Estates from 7956 262nd Street to 8012 262nd Street. The project takes place within the existing asphalt and rights-of-way of Pioneer Highway.
- The project is listed on the City’s Capital Improvement List and is planned for construction in Spring/Summer of this year.

Procedural Information**:**

- The applicant has submitted for a Type II – Major Site Development permit. The notice of application was issued pursuant to SMC 17.81B.225, the community development director is responsible for the permit decision and the decision will be appealable to the hearing examiner.
- Stanwood Municipal Code 17.80.033 states the community development department shall apprise the planning commission of the general intent of a project of this type and collect comments from the commission members. These comments will be considered by the Community Development Director prior to issuing a decision.
- The application was submitted on January 20, 2021 and deemed to be complete. The Notice of Application and Notice of Public Meeting was published in the newspaper, posted at the required sites and mailed on January 26, 2021. The Notice of Application comment period

ends on February 10, 2021. The Notice of SEPA Determination of Non-Significance was published in the newspaper, posted at the required sites and mailed on February 2, 2021. The SEPA Determination comment period ends on February 17, 2021.

Public Comments:

To date the project has received the following public or agency comments:

- Stillaguamish Tribe is requesting notification of ground disturbance on the project. They would also like to be sent schedule of timeline of project activities that involve ground disturbance from the project manager.
- Snohomish County Public Works Department commented that the project does not impact any county capital improvement projects or county roads with additional traffic impacts. No mitigation or offer is required for this development.

Commission Comments/Questions:

- Commissioner Davis asked if there are any trees nearby that will be disturbed from the project area. The response was none that the City is aware of.
- Commissioner Birkhofer asked what the start date is. Amy Rusko answered, Spring of 2021. City Engineer, Shawn Smith said the Bid Opening is currently out and they would be opened Thursday, Feb. 11th. He predicts ground-breaking to be close to early May and the length of the project will take approximately 100 working days (close to 4 months).
- Commissioner Hosterman asked, how does this project not impact traffic in this area. Senior Planner, Amy Rusko said Snohomish county responds to traffic mitigation fees for additional trips to a project. It was determined that this project doesn't add additional trips, so while the project might disrupt the people traveling in this area, however it is not going to add additional traffic to the road.

Public Meeting – 101st Avenue Reconstruction Project

- The project includes the installation of an 8" water line, a 12" stormwater line, concrete curb, gutter, sidewalks, driveway aprons, and paving the entire street section. The project will take place along 101st Avenue from 271st Street to 274th Street and along 273rd Place from 100th Avenue to 102nd Drive. The project takes place within the existing asphalt and rights-of-way of 101st Avenue and 273rd Place.
- The project is listed on the City's Capital Improvement List and is planned for construction in Spring/Summer of this year.

Procedural Information:

- The applicant has submitted for a Type II – Major Site Development permit. The notice of application was issued pursuant to SMC 17.81B.225, the community development director is responsible for the permit decision and the decision will be appealable to the hearing examiner.

- Stanwood Municipal Code 17.80.033 states the community development department shall apprise the planning commission of the general intent of a project of this type and collect comments from the commission members. These comments will be considered by the Community Development Director prior to issuing a decision.
- The application was submitted on January 20, 2021 and deemed to be complete. The Notice of Application and Notice of Public Meeting was published in the newspaper, posted at the required sites and mailed on January 26, 2021. The Notice of Application comment period ends on February 10, 2021. The Notice of SEPA Determination of Non-Significance was published in the newspaper, posted at the required sites and mailed on February 2, 2021. The SEPA Determination comment period ends on February 17, 2021.

<u>Public Comments:</u>

To date the project has received the following public or agency comments:

- Stillaguamish Tribe is requesting notification of ground disturbance on the project. They would also like to be sent schedule of timeline of project activities that involve ground disturbance from the project manager.

- Snohomish County Public Works Department commented that the project does not impact any county capital improvement projects or county roads with additional traffic impacts. No mitigation or offer is required for this development.

- Jeff Trudo, a neighboring property owner, has concerns on how the project will impact his yard and driveway off of 273rd Street. The improvements could make his house sit very close to the sidewalk. He also has concerns regarding a large tree across the street from his property because it appears that it should be removed. I delivered a copy of the submitted plans to his house. He is going to review and get back to me with any additional comments.

<u>Commission Comments/Questions</u>:

- Commissioner Hosterman asked does this project require a total street reconstruction? City Engineer, Shawn Smith, said yes this is a complete reconstruction with a new water main down the middle of the road and new drainage installed.
- Commissioner Hosterman also asked is 273rd Pl also getting torn up and will it be the same time as 101st? Shawn Smith replied that the main roadway construction is happening on 101st Ave, and 273rd Pl is getting a separate walkway added to this street, not a complete road redo.
- Director Love asked Shawn Smith what the timeline is for this project. Shawn said the project is "funding dependent". The construction for this project was originally in 2022's budget, but the project can be ready to go this year. The actual start of the project may not be until 2022 due to the funding schedule.

Old Business:

<u>Enhanced Service Facilities – Permitted Use Matrix Code Amendment:</u>
The City Council adopted interim Enhanced Service Facilities (ESF) regulations in October of 2020 prohibiting the siting of Enhanced Service Facilities in the City for a period of six months to give the City enough time to evaluate the use and determine how best to regulate these uses.

RCW 70.97.030 outlines the admission criteria for ESFs. Below are the 2020 ***updated*** admission criteria for ESF which includes: A person, eighteen years old or older, may be admitted to an enhanced services facility if he or she meets the criteria in subsections (1) through (4) of this section:

1. The person requires: (a) Daily care by or under the supervision of a mental health professional or nurse; and (b) assistance with three or more activities of daily living; and
2. The person has: (a) A behavioral health disorder; (b) an organic or traumatic brain injury; or (c) a cognitive impairment that results in symptoms or behaviors requiring supervision and support services;
3. The person has been assessed by the department to need the services provided in an enhanced services facility; and
4. The person has been assessed as medically and psychiatrically stable and two or more of the following apply:
   a. Is currently residing in a state mental hospital or psychiatric unit of a hospital and the hospital has found the person to be ready for discharge;
   b. Has a history of an inability to remain medically or psychiatrically stable for more than six months;
   c. Has exhibited serious challenging behaviors within the last year;
   d. Has complex medication needs and an inability to manage these medications, which has affected their ability to live in the community;
   e. Has a history of or likelihood of unsuccessful placements in other licensed long-term care facilities or a history of rejected applications for admission to other licensed facilities based on the person's behaviors, history, or needs;
   f. Has a history of frequent or prolonged behavioral health disorder-related hospitalizations; or
   g. Requires caregiving staff with training in providing behavioral supports to adults with challenging behaviors.

The following facilities are not considered Enhanced Service Facilities by the State of Washington:

1. Nursing homes licensed under chapter **18.51** RCW;
2. Assisted living facilities licensed under chapter **18.20** RCW;
3. Adult family homes licensed under chapter **70.128** RCW;
4. Facilities approved and certified under chapter **71A.22** RCW; [Day Training Center and Group Training Home]
5. Residential treatment facilities licensed under chapter **71.12** RCW; and
6. Hospitals licensed under chapter **70.41** RCW.

At the January 25, 2021 Planning Commission meeting, the Commission was introduced to the topic and reviewed current city codes in relationship to the different types of housing and care facilities allowed within the city. In summary, city code is inconsistent and contradictory on how different types of housing and care facilities are regulated. To help better understand how best to address these inconsistencies, the Commission requested the following information:

- What types of facilities is the city required to allow by state law and which are optional?
- How much developable land remains in the city?
- What are the potential impacts on adjacent residential neighborhoods or businesses?
- Should these facilities be located next to other health care facilities and / or along transit lines?

- How does the floodplain regulations affect residential care facilities or homeless shelters, and should they be located in the floodplain?
- What is the impact of care facilities on city resources?

Allowed vs. Optional Uses:

State law mandates that cities and counties allow two housing types: group homes for the disabled and adult family homes. All other housing types are allowed at the discretion of the jurisdiction.

Group Homes
Federal Fair Housing Act Amendments of 1988 - 42 U.S.C. § 3601 et seq.
Washington Housing Policy Act - RCW 35.63.220, RCW 35A.63.240, RCW 36.70.990:

> No [city/county] may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family, or other unrelated individuals. As used in this section, "handicaps" are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602).

The Stanwood Municipal Code includes in its definition of "family" a maximum of 6 nonrelated persons living together as single household unit. This means that the City must allow group homes serving up to 6 disabled persons as a permitted use in all residential structures.

Adult Family Homes - RCW 70.128.140(2):

> An adult family home must be considered a residential use of property for zoning and public and private utility rate purposes. Adult family homes are a permitted use in all areas zoned for residential or commercial purposes, including areas zoned for single-family dwellings.

Director Love presented a chart describing the Housing and Care Facilities in or near Stanwood and went over that chart with the Commission members.
Patricia also covered a couple of the questions from the last meeting and they are below.

- ***How much developable land remains in the city?***
  The City has been working on our residential buildable lands inventory and population capacity analysis over the last year. We have yet to start the employment analysis which will include an evaluation of the available commercial and industrial land supply. A February 2020 land use inventory showed that the city has approximately 340 acres of vacant and underdevelopment residential land. This number does not include the city's urban growth area. We are expected to accommodate a 9 to 9.5 percent growth rate to meet the Puget Sound Regional Council's 2050 growth strategy for the cities and towns category.

  We are currently falling below our growth targets. However, this last Comprehensive Plan update that added a mixed use overlay over the uptown general commercial district should help the city towards accommodating its projected growth.

Allowing different housing types, such as senior housing, low income housing, assisted living, adult family homes, or group homes helps the City meet the requirements of the Growth Management Act to provide a variety of housing types. A code amendment that addresses these types of housing would be consistent with the Growth Management Act and add to the city's population base.

- **What are the potential impacts of ESF's on adjacent residential neighborhoods or businesses?**
  Per the State's website there are only 5 Enhanced Service Facilities licenses issued in the state. Of the 5, 3 have had some form of investigation or enforcement letter. With so few facilities in the state it is difficult to fully analyze how these facilities fit into or affect a community. Of the few cities and counties that have regulations regarding ESF's, their codes have general criteria for siting an ESF. It is Director Love's opinion that there aren't enough of these types of facilities in the state to be able to answer this question and she is not comfortable giving the commission a recommendation to adopt such broad language without knowing what the impacts are.
  - Commissioner Hosterman commented that even though Pierce County and the City of Burien have regulations regarding ESF's, though neither currently have any of these facilities within their boundaries. Director Love suspects these jurisdictions are planning ahead by getting their regulations in place before any applications are submitted.

- **Should these facilities be located next to other health care facilities and / or along transit lines?**
  - Residents of ESF are there to help manage their health issues. These are not lock down facilities; people can come and go as needed for jobs or everyday living. From the limited amount of information available, they do not appear to have limits on the length of stays and appears that people can stay as long as needed.
  - Stanwood is a bedroom community where most jobs, besides retail or restaurant work, are a commute away. While we have some transit service, we do not have robust transit services that is generally available in most urban areas or in south Snohomish County. Our health care facilities are basic care clinics – not hospitals or mental health care facilities that may be needed near ESF's. The closest Behavioral Health Hospital is in Smokey Point.
  - If the City supports permitting or conditionally permitting ESF's, staff recommends that they be located within a quarter mile walking distance of bus routes that go to Everett to the south or Mount Vernon to the north.

- **How does the floodplain regulations affect residential care facilities or homeless shelters, and should they be in the floodplain?**
  Generally, all the downtown area, with a few exceptions, is in the floodplain. The base elevation in the downtown area ranges between 8 and 11-feet above sea level. According the most recent FEMA maps, the floodplain elevation is 13 feet above sea level. Floodplain regulations only prohibit a few critical facilities; all other new buildings must be either elevated one foot above the floodplain or be floodproofed.

Stanwood Municipal Code defines critical facilities as: a facility for which even a slight chance of flooding, inundation, or impact from a hazard event might be too great. Critical facilities include, but are not limited to, essential public facilities, schools, nursing homes, hospitals, fire and emergency response installations, and installations that produce, use or store hazardous materials or hazardous waste.

If critical facilities have no other option but to be in the floodplain, the floodplain regulations allows them to be built under the following conditions:

a) Construction of new critical facilities shall be permissible within frequently flooded areas if no feasible alternative site is available.
b) Critical facilities constructed within frequently flooded areas shall have the lowest floor elevated three feet or more above the level of the base flood elevation (100-year flood).
c) Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into flood waters.
d) Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

Except for nursing homes, housing for care or treatment facilities is not prohibited from being in the floodplain. Any new building, or redevelopment exceeding 50 percent of the buildings assessed value, would be subject to the development standards for building in the floodplain. However, given that the City is reviewing all types of housing, it should be noted that emergency shelters should not be in the floodplain, even if they are built to floodplain standards.

- **What is the impact of care facilities on city resources?**
  There is not enough information to make an informed recommendation to the Planning Commission on the potential impact on police and fire EMS calls currently. Staff has reached out to the Stanwood Police Chief to see if we can get call volumes or other information from the City of Everett. This information will be shared with the Commission once it becomes available.

Staff recommendation:
While staff agrees that Enhanced Service Facilities are desperately needed in the Puget Sound Region, with only five ESF statewide there is not enough information at this time to fully understand the impact of these facilities on the community and how best to provide supportive services.

If the Planning Commission wishes to allow Enhanced Service Facilities in some form, staff recommends that they be allowed as a conditional use on an interim basis at limited locations within walking distance to bus routes. A more in-depth analysis would be needed to determine appropriate locations. Staff would bring recommendations back to the Planning Commission at future meetings.

- Commissioner Sather is in favor of waiting a year or two before deciding.
- Commissioner Davis wants to know how long the other NW facilities have been operating.

- Commissioner Hosterman points out that none of the other cities nearby has these types of facilities in their towns. The closest type of facility is south Everett. There is also the issue of no support services for these facilities in Stanwood. According to the map there are very few areas we could even allow them. He feels it would be a high risk for the City of Stanwood to allow them at this time.
- Commissioner wants to know is there a way around our current codes to put one of these facilities in Stanwood. Director Love said the current rule of the City is they are not allowed at all.
- Commissioner Metz does not want them to be allowed at this time. Commissioner Birkhofer agrees as well as Commissioner Davis.
- Director Love will send the Commissions general consensus making this a prohibited use in the permitted use matrix.

Miscellaneous Business:
<u>Planning Commission Meeting Dates Discussion</u>
Staff recommends going to a once a month meeting schedule for Planning Commission instead of twice a month and to hold them on the second Mondays of every month. We would hold a second meeting only as needed except for February as there is already a Public Meeting scheduled for Feb. 22nd.

Recent Council Action on Commission Items:
<u>Comprehensive Plan Amendment Update</u>
The Council heard the first reading of the Amendments and we got great feedback on the work the Planning Commission has done on this and are very supportive of the changes and updates. They like the rezones and the mixed-use overlay areas. There will be a second reading on Thursday and Director Love feels with the positive feedback from the first reading things will continue into this Council meeting.

Upcoming Items:
For the next meeting in February, there will be a Public Meeting for the Creekside Apartments. It will be for 60 new units that will be spread amongst 4 buildings. It is a shoreline permit, so it goes for 30 days. In the first meeting in March staff will be bringing the residential portion of the permitted use matrix.

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

Adjourn: 8:05 pm

____
Amy Bergemeier, Administrative Assistant

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7c
DATE:	March 11, 2021
SUBJECT:	Finance/Personnel Committee Report
CONTACT PERSON:	Scott James, Finance Director
ATTACHMENTS:	A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the February 25, 2021 Finance/Personnel Meeting are attached to this staff report for approval as presented.

Finance & Personnel Committee
Meeting Minutes
February 25, 2021

Councilmembers Present: Rob Johnson, Dianne White, Steve Shepro.
Staff present: Scott James, Wendy Corder-Dowhower, Jennifer Ferguson, Amy Bergemeier, Sara Robinson

Agenda Items:

- Select a new Chairperson
    a. The Committee selected Steve Shepro as Chair for this committee.
- Ordinance 1495 – Budget Amendment
    a. The Committee discussed and are in favor
- Fourth Quarter Financial Reports as of December 31, 2020
    a. The Committee discussed and appreciate the report

Meeting ended at: 6:33 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7d
DATE:	March 11, 2021
SUBJECT:	Economic Development Board Meeting Minutes
CONTACT PERSON:	Jennifer Ferguson, City Administrator
ATTACHMENTS:	A – January 15, 2021 Meeting Minutes

SUMMARY STATEMENT

Minutes from the January 15, 2021 Economic Development Board meeting are attached to this staff report for approval as presented.

	Economic Development Board Meeting Agenda January 15, 2021

The January 15, 2021 Economic Development Board Meeting held via Zoom, was called to order at 7:30 a.m.

Board Members in Attendance:
Les Anderson, Dave Pelletier, Kristine Birkenkopf, Randy Heagle, Blake Arnold

Absent: John Russell

Staff Members in Attendance:
Jennifer Ferguson, Amy Bergemeier, Patricia Love, Krista Hintz, Sara Robinson

Also known to be Present: N/A

Nominate and appoint Chair and Vice Chair for 2021:
The board members discussed, and Dave Pelletier was nominated to serve as Chair and Les Anderson was nominated to serve as Vice Chair. All are in favor.

Approval of Minutes:
The minutes of November 20, 2020 as written were approved unanimously.

- Mayor Callahan reappointed members; Les Anderson, Randy Heagle and John Russell. Introduction of newly appointed Board member, Blake Arnold. Blake is a local Real Estate Professional with Stanwood/Camano Windermere and has a background in IT.

Discover Stanwood Camano Website Enhancements:

Three possible options for enhancement of the DiscoverStanwoodCamano.com website was provided. Two support monetization of the platform, and one is designed to promote products and businesses within the community. As with any software, the sky's the limit given enough time and expertise. However, Puget Tech, our web hosting service provider advised that these three options are achievable in a timely manner and not too off course of what DSC represents.

- Banner Advertisements: For monetization purposes, advertisement space can be sold on various sections of the website. This concept is simple, DSC would sell advertisements to interested parties and they would display on the website as such. This can be implemented any time. Businesses would need to provide the advertisements in the proper resolution and image format.
- Promoted Listings: Event organizers, for either special events or businesses events, may request and pay through their user dashboard to feature above others in the search results. This is a feature already built into the preexisting software and can be implemented within a few weeks.
- Marketplace: The virtual marketplace feature would allow business PLACES listing owners, to list their products and services on DSC itself. A very basic example for the new virtual marketplace would be as follows:
  1. Visitor browses the marketplace page or the individual products tab on the listing itself.
  2. Visitor adds the item(s) to their cart as they browse.
  3. Visitor places their order.

4. Business owners that own those products or services would receive an email and/or text message with the order and customer details.
5. Business owner would be responsible for collecting payment and fulfilling the order offsite of DSC.

The major challenge of the marketplace would be coordinating with business owners to list their products and services properly. This isn't something that can be easily done, good photography and documentation are needed. The business owners would be able to add products themselves through the user dashboard on DSC, but in Puget Tech's experience working on many different web projects there would be a need to "kick start" things by listing products for a couple dozen businesses on their behalf to start. From there, the site would get more organic traction and outside participation once the concept is proven successful for those initial business owners.

The marketplace described is a very loose description, Puget Tech would need time to build a Statement of Work with city officials before the start of the project. It would take several months to gather the content and develop the marketplace on a technical level.

- The board discussed the options and at the next meeting, staff will bring back some advertising program pricing and the structure for the businesses that we had originally in the magazine.

City Beautification Action Plan – 2021 Work Plan:
Director, Patricia love discussed the City's upcoming City Beautification work plan and the budgets that coincide with them. On December 10, 2020 the Stanwood City Council approved Resolution 2020-14 formally adopting the 2021-2026 City Beautification Action Plan and directed staff to begin implementation of the 2021 - 2022 capital project list. It consists of 6 key program elements:

- 72nd Avenue Gateway Signage and Landscaping
- Main Street Revitalization
- Downtown Gateway Features
- SR 532 Beautification
- Wayfinding Signage
- Public Art

2021 Project List and Future Prioritization:
The 2021 budget includes six projects. Below is a proposed work plan to successfully complete those projects.

2021 Project	Project Description	Budget
SR 532 Landscaping / Mainstreet Improvements	Prioritize Projects & Implement First Project	$10K ($5K Per Project)
72nd Avenue Entry Sign	Move Entry Sign or Add New Snow Goose Sign to Entry and Landscape	$10K

2021 Project	Project Description	Budget
88th Avenue Arch	Design & Construction	$90K ($60K 2021 / $30K 2022)
Service Club Sign (72nd Ave)	Install Service Club Sign at 72nd Avenue Using Snow Goose Design	$10K
Way Finding Signage	Prepare 5-Year Installation Plan and Install 2021 Signs	$10K
Main Street Revitalization Project	Preliminary Planning & Outreach	$25K

Proposed 2021 Project Implementation Schedule

Project	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
SR 532 Landscaping / Mainstreet Improvements	EDB Prioritize Projects	Meeting with Chamber	CC Committee Review	Order Materials	Install Street Furniture / Other			Order Plant Materials	Install Landscaping			
72nd Avenue Entry Sign		Staff Eval of Sign Design	Staff Eval of Sign Design	EDB Review Sign Design	CC Committee Review & Order Sign	Sign Manufactured	Sign Manufactured	Order Plant Materials	Install Sign & Landscaping			
88th Avenue Arch		EDB Arch Discussion	CC Review of Direction		Arch Design	EDB Check in on Arch Design	EDB Final Review of Arch Design	CC Committee Review		Arch Bid	CC Acceptance of Bid	Construction (Dec - Mar 22)
Service Club Sign (72nd Ave)		Staff Eval of Sign Design	Staff Eval of Sign Design	EDB Review Sign Design	CC Committee Review & Order Sign	Sign Manufactured	Sign Manufactured	Order Plant Materials	Install Sign & Landscaping			
Way Finding Signage	EDB Prioritize Projects		EDB Review 5-year Plan		CC Committee Review & Order Sign	Sign Manufactured	Sign Manufactured		Install Sign			
Main Street Revitalization Project	EDB Discussion		Staff: identify goals, stakeholders, project process, and major milestones				EDB Review Main Street Work Plan	CC Committee Review		East and West End Engagement Sessions		

(blue)	Economic Development Board Review / Action
(yellow)	City Council Committee / City Council Action

With regards to prioritizing projects, the Economic Development Board is being asked to recommend a prioritized list of future projects by year, which will then be forwarded to the City Council for final approval. Staff will then use the approved project list to prepare individual work plans and budgets for upcoming budget cycles. The Board discussed and staff will bring back an implementation plan for the Economic Board.

<u>COVID-19 and Business Recovery – Proposed Senate Bill 5114</u>:
Staff updated the board on the pandemic business recovery. Over the course of this pandemic, the City has worked diligently to get resources and links out for the community and information has been on the city website. With the most recent orders by the Governor, our community has been segregated with Camano Island who is in Island county because of the different Regions he placed us in.

<u>Adjourn</u> 8:45am
<u>Next meeting</u> February 19, 2021 @ 7:30am

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	7e
DATE:	March 11, 2021
SUBJECT:	Public Safety Committee Meeting Minutes
CONTACT PERSON:	Rob Martin, Police Chief
ATTACHMENTS:	A – February 25, 2021 Public Safety Minutes

SUMMARY STATEMENT

Minutes from the February 25, 2021 Public Safety Committee Meeting are attached to this staff report for approval as presented.

CITY OF STANWOOD
PUBLIC SAFETY COMMITTEE MEETING MINUTES

February 25, 2021

LOCATION:

The Public Safety Committee meeting was held via ZOOM meeting.

ATTENDANCE:

- City Councilmember – Dianne White
- City Councilmember – Steve Shepro
- City Councilmember – Darren Robb
- Stanwood Police – Chief Rob Martin
- North County Regional Fire – Chief John Cermak
- City Administrator – Jennifer Ferguson
- City Attorney – Brett Vinson

AGENDA:

1. PD – Stanwood Camano School District ILA
2. PD – Legislative Update
3. Fire – 2020 Annual Report

CALLED TO ORDER:

Meeting called to order at 5:00 pm

DISCUSSION:

- Chief Martin discussed the proposed amendments to the interlocal agreement between the city and the Stanwood Camano School District. Most of the amended language came as a result of changes made to RCW 28A.320.124 (2019). The legislative intent is to create statewide consistency for the minimum training requirements that school resource officers must receive. Stanwood SRO, Deputy McCurry, has completed all required training. Chief Martin has discussed the changes with the city and school district. The ILA is still being reviewed but should be before the council soon.
- Chief Martin provided an update on key police reform bills that passed through their respective committees and are now on the chamber of origin floor. He discussed concerns with how these bills may negatively impact public safety should they pass as written. Several law enforcement groups are working diligently to address concerns. There is still a lot of work to be done with floor votes occurring on March 9th. Any bills that pass will move to the opposite chamber, with a floor vote on April 11th.
- Chief Martin gave a brief overview of the State Supreme Court decision (State v. Blake) regarding simple possession of a controlled substance (PCS). The ruling declared it unconstitutional, exceeding the State's police power, to make possession of drugs a felony. City

Attorney Brett Vinson provided further explanation on the ruling and how ‘strict liability drug possession’ was interpreted by the court. Staff is working to identify any impacts to the city as a result of the ruling.

- Chief Cermak presented the 2020 North County Regional Fire Authority annual report. Chief Cermak shared highlights related to call response times and shared response calls. Chief Cermak added the vote to merge with Arlington Fire was successful. Strategic planning is underway to move forward with the merger process.

OTHER BUSINESS:

- Meeting adjourned at 5:41 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8a
DATE:	March 11, 2021
SUBJECT:	Approval of Voucher and Payroll Checks
CONTACT PERSON:	Wendy Dowhower, Sr. Accountant
ATTACHMENTS:	A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank electronic funds transfers and Washington Federal Bank voucher checks 33707 through 33733 in the amount of $498,347.19. Approve issuance of Washington Federal Bank electronic payroll funds transfers in the amount of $36,600.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFER AND WASHINGTON FEDERAL BANK VOUCHER CHECKS 33707 THROUGH 33733 IN THE AMOUNT OF $498,347.19. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL FUNDS TRANSFERS IN THE AMOUNT OF $36,600.

CHECK REGISTER

City Of Stanwood | Time: 15:16:19 Date: 03/04/2021
02/18/2021 To: 03/04/2021 | Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
681	02/23/2021	Payroll	3	EFT	Patricia A Adams	3,000.00	February 2021 Draw
682	02/23/2021	Payroll	3	EFT	Alec E Bagley	1,400.00	February 2021 Draw
683	02/23/2021	Payroll	3	EFT	Reina C Barber	1,000.00	February 2021 Draw
684	02/23/2021	Payroll	3	EFT	Amy L Bergemeier	1,700.00	February 2021 Draw
685	02/23/2021	Payroll	3	EFT	Wendy R Corder Dowhower	2,000.00	February 2021 Draw
686	02/23/2021	Payroll	3	EFT	Kevin M Davis	1,000.00	February 2021 Draw
687	02/23/2021	Payroll	3	EFT	Stacey A Davis	1,850.00	February 2021 Draw
688	02/23/2021	Payroll	3	EFT	Jennifer L Ferguson	3,500.00	February 2021 Draw
689	02/23/2021	Payroll	3	EFT	Trevor M Harrison	1,600.00	February 2021 Draw
690	02/23/2021	Payroll	3	EFT	Krista A Hintz	1,000.00	February 2021 Draw
691	02/23/2021	Payroll	3	EFT	Kevin J Hushagen	2,000.00	February 2021 Draw
692	02/23/2021	Payroll	3	EFT	N. Scott James	2,000.00	February 2021 Draw
693	02/23/2021	Payroll	3	EFT	Patricia I Love	2,000.00	February 2021 Draw
694	02/23/2021	Payroll	3	EFT	Jeffrey K Ray	800.00	February 2021 Draw
695	02/23/2021	Payroll	3	EFT	Carly L Ruacho	1,000.00	February 2021 Draw
696	02/23/2021	Payroll	3	EFT	Tansy L Schroeder	2,000.00	February 2021 Draw
697	02/23/2021	Payroll	3	EFT	Gina N Seegert	2,300.00	February 2021 Draw
698	02/23/2021	Payroll	3	EFT	David S Smith	500.00	February 2021 Draw
699	02/23/2021	Payroll	3	EFT	Shawn A Smith	3,450.00	February 2021 Draw
700	02/23/2021	Payroll	3	EFT	Lisa M Sokolik	1,500.00	February 2021 Draw
701	02/23/2021	Payroll	3	EFT	Nathan D Towse	1,000.00	February 2021 Draw
		001 General Fund				36,600.00	
						36,600.00	Payroll: 36,600.00

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

(X) Finance Director ( ) Auditing Officer Scott James Date: 03/04/2021
( ) Deputy Finance Director

CHECK REGISTER

City Of Stanwood | Time: 15:15:45 Date: 03/04/2021

02/18/2021 To: 03/04/2021 | Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
757	02/24/2021	Claims	3	EFT	US Bank	5,121.16	4485-5945-5564-1495
758	02/24/2021	Claims	3	EFT	WA St Dept of Revenue **	12,802.25	B&O & Excise Tax - January 2021
759	02/24/2021	Claims	3	33707	Ace Hardware	199.68	20013
760	02/24/2021	Claims	3	33708	Aramark Uniform Services Inc	187.60	937963000
761	02/24/2021	Claims	3	33709	Builders Exchange of Washington Inc	86.55	City Of Stanwood
762	02/24/2021	Claims	3	33710	Cascade Natural Gas Corp	835.52	608 440 0000 4; 608 440 0000 4
763	02/24/2021	Claims	3	33711	Edge Analytical Inc	216.00	STA01
764	02/24/2021	Claims	3	33712	Forest Land Services Inc	570.98	City Of Stanwood
765	02/24/2021	Claims	3	33713	Herc Equipment Rental Corp.	111.76	1024925
766	02/24/2021	Claims	3	33714	ICI Construction Inc.	65,049.89	City Of Stanwood
767	02/24/2021	Claims	3	33715	National Safety, Inc.	104.18	20-STACIT
768	02/24/2021	Claims	3	33716	PUD Of Snohomish County *	368.92	200103539; 201942398
769	02/24/2021	Claims	3	33717	RH2 Engineering Inc	14,940.46	City Of Stanwood; City Of Stanwood; City Of Stanwood
770	02/24/2021	Claims	3	33718	Refund - Kylie Tronson	205.04	Refund - Kylie Tronson Utility #1844 For Overpayment At Closing
771	02/24/2021	Claims	3	33719	Sara Robinson	125.00	City Of Stanwood
772	02/24/2021	Claims	3	33720	SRV Construction, Inc.	219,817.41	City Of Stanwood
773	02/24/2021	Claims	3	33721	Skagit Farmers Supply	1,513.48	135052; 135052
774	02/24/2021	Claims	3	33722	Sno Co Sheriffs Office *	156,723.75	SSH00001
775	02/24/2021	Claims	3	33723	Stanwood Auto Parts	28.37	56100
776	02/24/2021	Claims	3	33724	Stanwood City Utility	3,639.00	2741; 3439; 3184; 2965; 2964; 2886; 2749; 2688; 1075; 2732;
777	02/24/2021	Claims	3	33725	Stanwood Hardware	114.19	1414; 1414; 1414; 1414; 1414; 1414
778	02/24/2021	Claims	3	33726	WA St Dept of Ecology *	67.00	City Of Stanwood
779	02/24/2021	Claims	3	33727	WA St Dept of Transportation *	2,066.92	916001509; SW001523800; SW00523802
780	02/24/2021	Claims	3	33728	Washington Economic Development Assn.	100.00	City Of Stanwood
781	02/24/2021	Claims	3	33729	Wave Broadband	142.65	3201-0316545-01
782	02/24/2021	Claims	3	33730	Western Exterminator Company	334.52	683591; 683591
783	02/24/2021	Claims	3	33731	Zumar Industries Inc	1,874.91	000683
848	03/02/2021	Claims	3	33732	Economic Alliance Snohomish County	1,000.00	City Of Stanwood
849	03/02/2021	Claims	3	33733	The American Cremation & Casket Alliance	10,000.00	City Of Stanwood

Fund	Amount		
001 General Fund	185,376.27		
101 Street Fund	2,537.57		
103 Street Construction Fund	219,817.41		
115 Tourism And Promotion DSC	962.68		
401 Sewer Fund	7,555.57		
403 Sewer Construction Fund	4,154.42		
410 Drainage Fund	1,635.15		
411 Drainage Construction Fund	65,566.85		
421 Water Fund	10,677.27		
458 Drainage Equipment Reserve	64.00		
		Claims:	498,347.19
* Transaction Has Mixed Revenue And Expense Accounts	498,347.19		

CHECK REGISTER

City Of Stanwood

Time: 15:15:45 Date: 03/04/2021

02/18/2021 To: 03/04/2021 Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo

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.

(X) Finance Director ( ) Auditing Officer Scott James Date: 03/04/2021
( ) Deputy Finance Director

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8b
DATE:	March 11, 2021
SUBJECT:	City Council February 25, 2021 Regular Meeting Minutes
CONTACT PERSON:	Sara Robinson, City Clerk
ATTACHMENTS:	A – Council Regular Meeting Minut5s

SUMMARY STATEMENT

Minutes of the February 25, 2021 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE FEBRUARY 25, 2021 COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD

Regular Meeting of the City Council
Thursday, February 25, 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, Police Chief Rob Martin, Finance Director Scott James, Attorney Brett Vinson, City Administrator Jennifer Ferguson and City Clerk Sara Robinson.
Waste Management – Michelle Metzler and Snohomish Health Department – Ragina Gray

Motion by Councilmember Pearce, Second by Councilmember Johnson, to excuse Councilmember Shepro. Motion carried unanimously.

3. Approval of the Agenda

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

4. Presentation

a. Snohomish Health District Update – Ragina Gray

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

b. Waste Management Annual Report – Michelle Metzler

Michelle Metzler, Waste Management Public Sector Manager provided an annual overview of the Waste Management services.

5. 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 agenda item 9a Library Dissolution Request.

6. Staff Reports

a. Police Compstat Report – January 2021

7. Committee Reports

a. Planning Commission Meeting Minutes January 25, 2021
b. Parks and Trails Advisory Committee Meeting Minutes January 19, 2021
c. Community Development Committee Meeting Minutes January 14, 2021

8. Consent Agenda

a. Approve Vouchers and Payroll Checks
b. Approve February 11, 2021 Special Workshop Meeting Minutes
c. Approve February 11, 2021 Regular City Council Meeting Minutes
d. Appointment of Economic Development Board Member – Brandi Timmer

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

9. New Business

a. Library Board Dissolution Request

Jennifer Ferguson, City Administrator presented a request from the Sno-Isle Library for consideration to dissolve the Stanwood Library Board created pursuant to Stanwood Municipal Code 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.
The Community Development Committee reviewed the Sno-Isle Library request on February 18, 2021 and supports the Library request to dissolve the formal board.
The Council discussed the proposed dissolution.

Motion by Councilmember Roberts, Second by Councilmember Johnson to authorize staff to bring an amendment to SMC 2.52 to dissolve the Stanwood Library Board at a future council meeting.

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

b. Authorize the Mayor to Sign the Washington State Department of Ecology Grant

Community Development Director, Patricia Love presented the request for Council acceptance of the $50,000.00 Department of Ecology Grant for the purposes of conducting supplemental environmental investigative work on the Sebranke property. 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 for the purpose of creating a downtown park. 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.
Last spring staff 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.
On April 17, 2020 the issue of pursing 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.
The Council discussed the proposed project and the grants being offered.

Motion by Councilmember Roberts, Second by Councilmember Williams 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.

Motion carried unanimously.

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

11. Reports of Officers and Committees

a. Mayor's Report –

Mayor Callaghan wanted to announce that the City is still looking for a new Salary Commissioner and Planning Commissioner. If you or anyone you know wants to get involved, the applications are available on the city website.
There have been several members of the community on the Council Meeting Zoom calls. Mayor would like to encourage you to invite a friend to attend also.

b. City Administrator's Report- .

City Administrator, Jennifer Ferguson tagged on to the Mayors announcement about getting involved. There was an item on tonight's Consent Agenda appointing Brandi Timmer to the Economic Development Board. Congratulations to Brandi!
Ferguson also wanted to point out that the new Park Sanitation Units have been placed in the parks. This is courtesy of the CARES Act funding.
The AWC Scholarship nominations are due by March 12. There will be six $1,500 scholarships issued in May.

c. Councilmember Reports and Questions-

Councilmember Williams asked how to get the names for scholarships submitted.
The names can be sent to Jennifer and she will put them on the website for nomination.

Councilmember Johnson wanted to share some information that he received this evening in the Finance Committee meeting. The funds from the Marijuana and sales tax has not been paid from the State to the City. The new Finance Director is going to pursue this to make it right. It is approximately $8,100 per year.

Councilmember Robb commented that the Glass Quest went well this year. He was at the Church Creek Park and noticed the Sanitization Station and greatly appreciated it.

12. Adjourn to executive session to discuss potential or pending litigation, RCW 42.30.110(1)(i) action to follow

Mayor Callaghan adjourned to the Executive Session at 7:56pm. The session is expected to take 10 Minutes.

13. Reconvene and Adjourn

The meeting was called back to order at 8:06 pm

Motion by Councilmember Johnson, Second by Councilmember Pearce to authorize the Mayor to execute a settlement with American Cremation & Casket Alliance in the amount of $60,000.
Motion carried unanimously. (not including Councilmember White)

The meeting was adjourned at 8:08 pm.

CITY OF STANWOOD	ATTEST:
______________________________	______________________________
Elizabeth Callaghan, Mayor	Sara Robinson, City Clerk

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	8c
DATE:	March 11, 2021
SUBJECT:	Authorize the Mayor to sign a contract with Pellco Construction for the Lower Pioneer Highway Sewer Upgrades
CONTACT PERSON:	Kevin Hushagen, Public Works Director
ATTACHMENTS:	A – Certified bid tabs. B – Contract with Pellco Construction

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PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign a contract with Pellco Construction for the Lower Pioneer Highway Sewer Upgrades.

BACKGROUND

Council approved a contract to have BHC Engineering design the sewer on Pioneer Hwy, from Fox Hill to the viaduct. This section of sewer is exceeding its capacity and needs to be upsized. Staff advertised for bids in January and opened them on February 11. We received 13 bids ranging from $945,250.49 to $1,872,206.70. The engineer's estimate was $1,529,329.62. Pellco Construction is the lowest responsible bidder and qualified to do the work.

This project is in the City's Sewer Comprehensive Plan and on the City Staff work plan. Pellco's bid amount is $945,250.49. The Sewer Construction budget has $900,000 for this project.

This item went to the Public Works Committee on March 1, 2021, and they recommended to bring to full council for approval.

ANALYSIS

Fiscal Impact			
$945,250.49			
Fund(s):	Sewer Construction 594 35 63 36		
Amount:	$ $945,250.49	**Project Estimate:**	$900,000
Budget Authorized	**[x] Yes [ ] No**	**Amendment Required**	**[ ] Yes [ ] No** **[x] Monitor**

RECOMMENDATIONS

Staff Recommendation: Staff recommends awarding the low bidder, Pellco Construction, the Pioneer Highway Sewer Upgrades project in the amount of $945,250.49.

Committee/Board Recommendation: The Public Works Committee reviewed this item on March 1, 2021 and recommend bringing this to full council for approval.

COUNCIL OPTIONS

1.) Authorize the Mayor to sign a contract with Pellco Construction for the Lower Pioneer Highway Sewer Upgrades project for $945,250.49.
2.) Send this item back to committee for additional consideration.
3.) Do not authorize the Mayor to sign the contract and put the project on hold.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH PELLCO CONSTRUCTION FOR THE LOWER PIONEER HIGHWAY SEWER UPGRADES NOT TO EXCEED $945,250.49.

ATTACHMENT A

Bid Tabulation
Pioneer Highway Sanitary Sewer Upgrades - Phase 2: Pioneer Hwy Interceptors

Bid Item No.	Spec. Ref.	ITEM DESCRIPTION	UNITS	QTY	Engineer's Estimate		PELLCO CONSTRUCTION, INC.		ALLIED CONST. ASSOC., INC.		INTERWEST CONSTRUCTION,INC.		Marshbank Construction, Inc.		FABER CONSTRUCTION		RAZZ CONSTRUCTION, INC.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-09	Mobilization	LS	1	$133,670.00	$ 133,670.00	$ 85,000.00	$ 85,000.00	$ 125,000.00	$ 125,000.00	$ 118,633.81	$ 118,633.81	$ 124,000.00	$ 124,000.00	$ 138,577.00	$ 138,577.00	$ 130,000.00	$ 130,000.00
2	1-05	Record Drawing (Minimum $1,000)	LS	1	$1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
3	2-09	Trench Safety Systems	LS	1	$78,190.00	$ 78,190.00	$ 13,000.00	$ 13,000.00	$ 5,000.00	$ 5,000.00	$ 11,000.00	$ 11,000.00	$ 5,000.00	$ 5,000.00	$ 14,463.00	$ 14,463.00	$ 30,000.00	$ 30,000.00
4	1-04	Final Cleanup and Restoration	LS	1	$12,610.00	$ 12,610.00	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00	$ 13,000.00	$ 13,000.00	$ 3,000.00	$ 3,000.00	$ 29,741.00	$ 29,741.00	$ 15,000.00	$ 15,000.00
5	1-10	Project Temporary Traffic Control	LS	1	$94,580.00	$ 94,580.00	$ 40,500.00	$ 40,500.00	$ 120,000.00	$ 120,000.00	$ 137,000.00	$ 137,000.00	$ 75,000.00	$ 75,000.00	$ 114,140.00	$ 114,140.00	$ 154,000.00	$ 154,000.00
6	2-02	Removal of Structures and Obstructions	LS	1	$45,780.00	$ 45,780.00	$ 3,800.00	$ 3,800.00	$ 10,000.00	$ 10,000.00	$ 13,000.00	$ 13,000.00	$ 30,000.00	$ 30,000.00	$ 18,625.00	$ 18,625.00	$ 7,500.00	$ 7,500.00
7	2-02	Removal of Pavement, Sidewalks, Curbs, and Gutters	LS	1	$9,840.00	$ 9,840.00	$ 2,200.00	$ 2,200.00	$ 25,000.00	$ 25,000.00	$ 1,700.00	$ 1,700.00	$ 1,200.00	$ 1,200.00	$ 1,984.00	$ 1,984.00	$ 77,000.00	$ 77,000.00
8	2-03	Trenching Impervious Surface Removal	TN	622	$180.00	$ 111,960.00	$ 50.00	$ 31,100.00	$ 64.00	$ 39,808.00	$ 86.00	$ 53,492.00	$ 25.00	$ 15,550.00	$ 46.00	$ 28,612.00	$ 73.00	$ 45,406.00
9	2-02	Potholing	EA	8	$946.00	$ 7,568.00	$ 400.00	$ 3,200.00	$ 450.00	$ 3,600.00	$ 495.00	$ 3,960.00	$ 600.00	$ 4,800.00	$ 607.00	$ 4,856.00	$ 700.00	$ 5,600.00
10	2-09	Removal and Replacement of Unstable Base Material	CY	10	$100.00	$ 1,000.00	$ 150.00	$ 1,500.00	$ 140.00	$ 1,400.00	$ 140.00	$ 1,400.00	$ 150.00	$ 1,500.00	$ 136.00	$ 1,360.00	$ 130.00	$ 1,300.00
11	2-09	Controlled Density Fill	CY	504	$127.00	$ 64,008.00	$ 100.00	$ 50,400.00	$ 125.00	$ 63,000.00	$ 150.00	$ 75,600.00	$ 115.00	$ 57,960.00	$ 253.00	$ 127,512.00	$ 146.00	$ 73,584.00
12	4-04	Crushed Surfacing Top Course	TN	42	$65.00	$ 2,730.00	$ 48.00	$ 2,016.00	$ 63.00	$ 2,646.00	$ 120.00	$ 5,040.00	$ 80.00	$ 3,360.00	$ 49.00	$ 2,058.00	$ 115.00	$ 4,830.00
13	4-04	Ballast for Road Base	TN	119	$38.00	$ 4,522.00	$ 48.00	$ 5,712.00	$ 58.00	$ 6,902.00	$ 58.00	$ 6,902.00	$ 60.00	$ 7,140.00	$ 53.00	$ 6,307.00	$ 72.00	$ 8,568.00
14	4-06	Asphalt Treated Base	TN	144	$114.00	$ 16,416.00	$ 130.00	$ 18,720.00	$ 135.00	$ 19,440.00	$ 152.00	$ 21,888.00	$ 140.00	$ 20,160.00	$ 148.00	$ 21,312.00	$ 140.00	$ 20,160.00
15	5-04	HMA Class 1/2-inch PG 64-22 (Permanent - Trench)	TN	264	$265.00	$ 69,960.00	$ 145.00	$ 38,280.00	$ 145.00	$ 38,280.00	$ 151.00	$ 39,864.00	$ 140.00	$ 36,960.00	$ 149.00	$ 39,336.00	$ 153.00	$ 40,392.00
16	5-04	HMA Class 1/2-inch PG 64-22 (Temporary)	TN	151	$190.00	$ 28,690.00	$ 210.00	$ 31,710.00	$ 180.00	$ 27,180.00	$ 280.00	$ 42,280.00	$ 200.00	$ 30,200.00	$ 230.00	$ 34,730.00	$ 246.00	$ 37,146.00
17	5-04	HMA Class 1/2-inch PG 64-22 (Permanent - Overlay)	TN	160	$202.00	$ 32,320.00	$ 145.00	$ 23,200.00	$ 145.00	$ 23,200.00	$ 126.00	$ 20,160.00	$ 115.00	$ 18,400.00	$ 124.00	$ 19,840.00	$ 153.00	$ 24,480.00
18	5-04	Planing Bituminous Pavement	SY	623	$8.00	$ 4,984.00	$ 12.00	$ 7,476.00	$ 9.50	$ 5,918.50	$ 12.00	$ 7,476.00	$ 14.00	$ 8,722.00	$ 9.00	$ 5,607.00	$ 12.00	$ 7,476.00
19	7-05	Sanitary Sewer Manhole 48 In. Diam.	EA	8	$9,210.00	$ 73,680.00	$ 6,000.00	$ 48,000.00	$ 5,000.00	$ 40,000.00	$ 7,650.00	$ 61,200.00	$ 6,100.00	$ 48,800.00	$ 5,145.00	$ 41,160.00	$ 8,700.00	$ 69,600.00
20	7-05	Sanitary Sewer Manhole 72 In. Diam.	EA	1	$12,990.00	$ 12,990.00	$ 9,200.00	$ 9,200.00	$ 8,800.00	$ 8,800.00	$ 10,500.00	$ 10,500.00	$ 10,000.00	$ 10,000.00	$ 6,378.00	$ 6,378.00	$ 15,250.00	$ 15,250.00
21	7-05	Abandon Existing Manhole and Sanitary Sewers	LS	1	$5,810.00	$ 5,810.00	$ 22,500.00	$ 22,500.00	$ 1,000.00	$ 1,000.00	$ 3,100.00	$ 3,100.00	$ 10,000.00	$ 10,000.00	$ 1,741.00	$ 1,741.00	$ 10,000.00	$ 10,000.00
22	7-05	15 In. Diam. SS Connection to Existing Manhole	EA	3	$3,790.00	$ 11,370.00	$ 2,000.00	$ 6,000.00	$ 4,000.00	$ 12,000.00	$ 1,750.00	$ 5,250.00	$ 2,500.00	$ 7,500.00	$ 2,868.00	$ 8,604.00	$ 450.00	$ 1,350.00
23	7-05	18 In. Diam. SS Connection to Existing Manhole	EA	4	$5,050.00	$ 20,200.00	$ 2,200.00	$ 8,800.00	$ 4,000.00	$ 16,000.00	$ 2,250.00	$ 9,000.00	$ 2,500.00	$ 10,000.00	$ 2,927.00	$ 11,708.00	$ 700.00	$ 2,800.00
24	7-05	Connect to Existing Sewer Main	EA	3	$2,573.00	$ 7,719.00	$ 1,000.00	$ 3,000.00	$ 2,700.00	$ 8,100.00	$ 2,100.00	$ 6,300.00	$ 2,500.00	$ 7,500.00	$ 3,361.00	$ 10,083.00	$ 2,400.00	$ 7,200.00
25	7-17	PVC Sanitary Sewer Pipe 15 In. Diam.	LF	1,406	$173.00	$ 243,238.00	$ 128.00	$ 179,968.00	$ 170.00	$ 239,020.00	$ 197.00	$ 276,982.00	$ 250.00	$ 351,500.00	$ 163.00	$ 229,178.00	$ 180.00	$ 253,080.00
26	7-17	PVC Sanitary Sewer Pipe 18 In. Diam.	LF	709	$186.00	$ 131,874.00	$ 148.00	$ 104,932.00	$ 180.00	$ 127,620.00	$ 203.00	$ 143,927.00	$ 280.00	$ 198,520.00	$ 186.00	$ 131,874.00	$ 204.00	$ 144,636.00
27	7-18	Existing Side Sewer reconnect w/ Cleanout	EA	5	$7,440.00	$ 37,200.00	$ 1,500.00	$ 7,500.00	$ 2,800.00	$ 14,000.00	$ 2,200.00	$ 11,000.00	$ 2,500.00	$ 12,500.00	$ 2,889.00	$ 14,445.00	$ 1,825.00	$ 9,125.00
28	7-18	Existing Side Sewer reconnect (No Cleanout)	EA	3	$3,790.00	$ 11,370.00	$ 1,300.00	$ 3,900.00	$ 650.00	$ 1,950.00	$ 1,700.00	$ 5,100.00	$ 1,500.00	$ 4,500.00	$ 2,654.00	$ 7,962.00	$ 950.00	$ 2,850.00
29	7-20	Temporary Sewer Bypassing	LS	1	$43,890.00	$ 43,890.00	$ 42,000.00	$ 42,000.00	$ 35,000.00	$ 35,000.00	$ 23,000.00	$ 23,000.00	$ 83,000.00	$ 83,000.00	$ 192,118.00	$ 192,118.00	$ 60,000.00	$ 60,000.00
30	8-01	Erosion / Water Pollution Control	LS	1	$23,840.00	$ 23,840.00	$ 13,000.00	$ 13,000.00	$ 15,000.00	$ 15,000.00	$ 13,500.00	$ 13,500.00	$ 15,000.00	$ 15,000.00	$ 18,593.00	$ 18,593.00	$ 25,000.00	$ 25,000.00
31	8-14	Cement Concrete Sidewalk	SY	12	$675.00	$ 8,100.00	$ 250.00	$ 3,000.00	$ 180.00	$ 2,160.00	$ 450.00	$ 5,400.00	$ 300.00	$ 3,600.00	$ 205.00	$ 2,460.00	$ 300.00	$ 3,600.00
32	8-22	Restore Pavement Markings	LS	1	$14,376.00	$ 14,376.00	$ 4,000.00	$ 4,000.00	$ 6,500.00	$ 6,500.00	$ 4,600.00	$ 4,600.00	$ 6,500.00	$ 6,500.00	$ 4,696.00	$ 4,696.00	$ 4,500.00	$ 4,500.00
33	1-04	Minor Changes	LS	1	$35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
					Base Bid Subtotal	$ 1,400,485.00		$ 865,614.00		$ 1,099,524.50		$ 1,187,254.81		$ 1,247,872.00		$ 1,326,060.00		$ 1,327,433.00
					Sales Tax 9.1%	$ 127,444.14		$ 78,770.87		$ 100,056.73		$ 108,040.19		$ 113,556.35		$ 120,671.46		$ 120,796.40
					Total Base Bid with Tax	**$ 1,527,929.14**		**$ 944,384.87**		**$ 1,199,581.23**		**$ 1,295,295.00**		**$ 1,247,872.00**		**$ 1,446,731.46**		**$ 1,448,229.40**
					Base Bid Subtotal	**$ 1,400,485.00**		**$ 865,614.00**		**$ 1,099,524.50**		**$ 1,187,254.81**		**$ 1,247,872.00**		**$ 1,326,060.00**		**$ 1,327,433.00**
					Correct Sales Tax 9.2%	$ 128,844.62		$ 79,636.49		$ 101,156.25		$ 109,227.44		$ 114,804.22		$ 121,997.52		$ 122,123.84
					Total Base Bid w/Correct Tax	**$ 1,529,329.62**		**$ 945,250.49**		**$ 1,200,680.75**		**$ 1,296,482.25**		**$ 1,362,676.22**		**$ 1,448,057.52**		**$ 1,449,556.84**

error: total on proposal $1,386,172.23

SHAWN A. SMITH
STATE OF WASHINGTON
38389
REGISTERED
PROFESSIONAL ENGINEER
2.16.21
EXPIRES 5/11 2022

Bid Tabulation

Pioneer Highway Sanitary Sewer Upgrades - P

Bid Item No.	Spec. Ref.	ITEM DESCRIPTION	JAMES W. FOWLER CO.		TRICO COMPANIES, LLC		SRV CONSTRUCTION, INC.		STRIDER CONSTRUCTION CO. INC.		COLACURCIO BROTHERS, INC.		TIGER CONSTRUCTION, LTD		Taylor's Excavators Inc.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-09	Mobilization	$ 130,000.00	$ 130,000.00	$ 105,000.00	$ 105,000.00	$ 156,500.00	$ 156,500.00	$ 175,000.00	$ 175,000.00	$ 110,000.00	$ 110,000.00	$ 212,726.00	$ 212,726.00	$ 140,000.00	$ 140,000.00
2	1-05	Record Drawing (Minimum $1,000)	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
3	2-09	Trench Safety Systems	$ 8,000.00	$ 8,000.00	$ 3,900.00	$ 3,900.00	$ 10,750.00	$ 10,750.00	$ 35,000.00	$ 35,000.00	$ 7,000.00	$ 7,000.00	$ 15,959.80	$ 15,959.80	$ 100,000.00	$ 100,000.00
4	1-04	Final Cleanup and Restoration	$ 12,000.00	$ 12,000.00	$ 8,250.00	$ 8,250.00	$ 12,500.00	$ 12,500.00	$ 30,000.00	$ 30,000.00	$ 2,500.00	$ 2,500.00	$ 13,688.70	$ 13,688.70	$ 15,000.00	$ 15,000.00
5	1-10	Project Temporary Traffic Control	$ 100,000.00	$ 100,000.00	$ 110,000.00	$ 110,000.00	$ 150,000.00	$ 150,000.00	$ 70,000.00	$ 70,000.00	$ 140,000.00	$ 140,000.00	$ 199,568.40	$ 199,568.40	$ 150,000.00	$ 150,000.00
6	2-02	Removal of Structures and Obstructions	$ 2,000.00	$ 2,000.00	$ 15,000.00	$ 15,000.00	$ 50,000.00	$ 50,000.00	$ 7,500.00	$ 7,500.00	$ 35,000.00	$ 35,000.00	$ 43,177.00	$ 43,177.00	$ 100,000.00	$ 100,000.00
7	2-02	Removal of Pavement, Sidewalks, Curbs, and Gutters	$ 300.00	$ 300.00	$ 3,200.00	$ 3,200.00	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 10,000.00	$ 10,000.00	$ 4,146.50	$ 4,146.50	$ 10,000.00	$ 10,000.00
8	2-03	Trenching Impervious Surface Removal	$ 15.00	$ 9,330.00	$ 52.50	$ 32,655.00	$ 10.00	$ 6,220.00	$ 100.00	$ 62,200.00	$ 45.00	$ 27,990.00	$ 85.20	$ 52,994.40	$ 100.00	$ 62,200.00
9	2-02	Potholing	$ 1,600.00	$ 12,800.00	$ 625.00	$ 5,000.00	$ 650.00	$ 5,200.00	$ 1,400.00	$ 11,200.00	$ 600.00	$ 4,800.00	$ 775.60	$ 6,204.80	$ 1,000.00	$ 8,000.00
10	2-09	Removal and Replacement of Unstable Base Material	$ 23.30	$ 233.00	$ 85.50	$ 855.00	$ 177.00	$ 1,770.00	$ 200.00	$ 2,000.00	$ 100.00	$ 1,000.00	$ 104.10	$ 1,041.00	$ 200.00	$ 2,000.00
11	2-09	Controlled Density Fill	$ 135.00	$ 68,040.00	$ 115.00	$ 57,960.00	$ 148.00	$ 74,592.00	$ 125.00	$ 63,000.00	$ 125.00	$ 63,000.00	$ 176.70	$ 89,056.80	$ 180.00	$ 90,720.00
12	4-04	Crushed Surfacing Top Course	$ 42.00	$ 1,764.00	$ 56.00	$ 2,352.00	$ 39.00	$ 1,638.00	$ 100.00	$ 4,200.00	$ 62.00	$ 2,604.00	$ 61.40	$ 2,578.80	$ 100.00	$ 4,200.00
13	4-04	Ballast for Road Base	$ 50.00	$ 5,950.00	$ 51.00	$ 6,069.00	$ 64.50	$ 7,675.50	$ 100.00	$ 11,900.00	$ 33.00	$ 3,927.00	$ 64.15	$ 7,633.85	$ 75.00	$ 8,925.00
14	4-06	Asphalt Treated Base	$ 125.00	$ 18,000.00	$ 155.00	$ 22,320.00	$ 198.00	$ 28,512.00	$ 140.00	$ 20,160.00	$ 140.00	$ 20,160.00	$ 167.95	$ 24,184.80	$ 155.00	$ 22,320.00
15	5-04	HMA Class 1/2-inch PG 64-22 (Permanent - Trench)	$ 135.00	$ 35,640.00	$ 155.00	$ 40,920.00	$ 157.00	$ 41,448.00	$ 185.00	$ 48,840.00	$ 145.00	$ 38,280.00	$ 155.54	$ 41,062.56	$ 180.00	$ 47,520.00
16	5-04	HMA Class 1/2-inch PG 64-22 (Temporary)	$ 145.00	$ 21,895.00	$ 274.00	$ 41,374.00	$ 157.00	$ 23,707.00	$ 150.00	$ 22,650.00	$ 270.00	$ 40,770.00	$ 163.82	$ 24,736.82	$ 150.00	$ 22,650.00
17	5-04	HMA Class 1/2-inch PG 64-22 (Permanent - Overlay)	$ 135.00	$ 21,600.00	$ 155.00	$ 24,800.00	$ 160.00	$ 25,600.00	$ 125.00	$ 20,000.00	$ 119.00	$ 19,040.00	$ 143.67	$ 22,987.20	$ 150.00	$ 24,000.00
18	5-04	Planing Bituminous Pavement	$ 18.00	$ 11,214.00	$ 12.00	$ 7,476.00	$ 11.00	$ 6,853.00	$ 25.00	$ 15,575.00	$ 20.00	$ 12,460.00	$ 21.20	$ 13,207.60	$ 20.00	$ 12,460.00
19	7-05	Sanitary Sewer Manhole 48 In. Diam.	$ 11,500.00	$ 92,000.00	$ 6,150.00	$ 49,200.00	$ 7,500.00	$ 60,000.00	$ 6,000.00	$ 48,000.00	$ 9,000.00	$ 72,000.00	$ 7,217.90	$ 57,743.20	$ 14,000.00	$ 112,000.00
20	7-05	Sanitary Sewer Manhole 72 In. Diam.	$ 12,500.00	$ 12,500.00	$ 8,270.00	$ 8,270.00	$ 12,000.00	$ 12,000.00	$ 7,000.00	$ 7,000.00	$ 9,200.00	$ 9,200.00	$ 7,717.20	$ 7,717.20	$ 18,000.00	$ 18,000.00
21	7-05	Abandon Existing Manhole and Sanitary Sewers	$ 1,000.00	$ 1,000.00	$ 10,300.00	$ 10,300.00	$ 13,600.00	$ 13,600.00	$ 1,500.00	$ 1,500.00	$ 5,000.00	$ 5,000.00	$ 13,135.70	$ 13,135.70	$ 5,000.00	$ 5,000.00
22	7-05	15 In. Diam. SS Connection to Existing Manhole	$ 1,700.00	$ 5,100.00	$ 3,500.00	$ 10,500.00	$ 4,800.00	$ 14,400.00	$ 5,000.00	$ 15,000.00	$ 2,300.00	$ 6,900.00	$ 4,804.75	$ 14,414.25	$ 6,500.00	$ 19,500.00
23	7-05	18 In. Diam. SS Connection to Existing Manhole	$ 1,900.00	$ 7,600.00	$ 4,000.00	$ 16,000.00	$ 5,154.00	$ 20,616.00	$ 5,500.00	$ 22,000.00	$ 2,600.00	$ 10,400.00	$ 4,971.85	$ 19,887.40	$ 9,500.00	$ 38,000.00
24	7-05	Connect to Existing Sewer Main	$ 2,000.00	$ 6,000.00	$ 2,800.00	$ 8,400.00	$ 2,950.00	$ 8,850.00	$ 3,000.00	$ 9,000.00	$ 1,900.00	$ 5,700.00	$ 2,484.90	$ 7,454.70	$ 4,500.00	$ 13,500.00
25	7-17	PVC Sanitary Sewer Pipe 15 In. Diam.	$ 330.00	$ 463,980.00	$ 327.00	$ 459,762.00	$ 226.50	$ 318,459.00	$ 225.00	$ 316,350.00	$ 290.00	$ 407,740.00	$ 291.60	$ 409,989.60	$ 220.00	$ 309,320.00
26	7-17	PVC Sanitary Sewer Pipe 18 In. Diam.	$ 335.00	$ 237,515.00	$ 361.00	$ 255,949.00	$ 302.00	$ 214,118.00	$ 275.00	$ 194,975.00	$ 385.00	$ 272,965.00	$ 332.60	$ 235,813.40	$ 240.00	$ 170,160.00
27	7-18	Existing Side Sewer reconnect w/ Cleanout	$ 3,200.00	$ 16,000.00	$ 1,850.00	$ 9,250.00	$ 4,825.00	$ 24,125.00	$ 4,000.00	$ 20,000.00	$ 3,700.00	$ 18,500.00	$ 4,600.10	$ 23,000.50	$ 7,500.00	$ 37,500.00
28	7-18	Existing Side Sewer reconnect (No Cleanout)	$ 2,300.00	$ 6,900.00	$ 1,650.00	$ 4,950.00	$ 3,700.00	$ 11,100.00	$ 4,500.00	$ 13,500.00	$ 3,400.00	$ 10,200.00	$ 4,369.20	$ 13,107.60	$ 7,500.00	$ 22,500.00
29	7-20	Temporary Sewer Bypassing	$ 16,000.00	$ 16,000.00	$ 26,000.00	$ 26,000.00	$ 40,000.00	$ 40,000.00	$ 115,000.00	$ 115,000.00	$ 45,000.00	$ 45,000.00	$ 4,232.60	$ 4,232.60	$ 75,000.00	$ 75,000.00
30	8-01	Erosion / Water Pollution Control	$ 11,500.00	$ 11,500.00	$ 7,000.00	$ 7,000.00	$ 22,000.00	$ 22,000.00	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00	$ 10,517.50	$ 10,517.50	$ 25,000.00	$ 25,000.00
31	8-14	Cement Concrete Sidewalk	$ 115.00	$ 1,380.00	$ 80.00	$ 960.00	$ 225.00	$ 2,700.00	$ 150.00	$ 1,800.00	$ 200.00	$ 2,400.00	$ 165.20	$ 1,982.40	$ 500.00	$ 6,000.00
32	8-22	Restore Pavement Markings	$ 6,500.00	$ 6,500.00	$ 4,250.00	$ 4,250.00	$ 4,325.00	$ 4,325.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 4,279.30	$ 4,279.30	$ 7,000.00	$ 7,000.00
33	1-04	Minor Changes	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
				$ 1,378,741.00		$ 1,393,922.00		$ 1,405,758.50		$ 1,420,850.00		$ 1,453,036.00		$ 1,634,230.38		$ 1,714,475.00
				$ 125,465.43		$ 126,846.90		$ 127,924.02		$ 129,297.35		$ 132,226.28		$ 148,714.96		$ 156,017.23
				$ 1,504,206.43		**$ 1,520,768.90**		**$ 1,533,682.52**		**$ 1,550,147.35**		**$ 1,585,262.28**		**$ 1,782,945.34**		**$ 1,870,492.23**
				$ 1,378,741.00		**$ 1,393,922.00**		**$ 1,405,758.50**		**$ 1,420,850.00**		**$ 1,453,036.00**		**$ 1,634,230.38**		**$ 1,714,475.00**
				$ 126,844.17		$ 128,240.82		$ 129,329.78		$ 130,718.20		$ 133,679.31		$ 150,349.19		$ 157,731.70
		Tota		**$ 1,505,585.17**		**$ 1,522,162.82**		**$ 1,535,088.28**		**$ 1,551,568.20**		**$ 1,586,715.31**		**$ 1,784,579.57**		**$ 1,872,206.70**

error: total on proposal
$1,523,154.37

PUBLIC WORKS
CONTRACT

This Contract is made and entered into in duplicate this **11th day of March, 2021** by and between the **CITY OF STANWOOD**, a non-charter code city of the State of Washington, hereinafter referred to as "the City", and **PELLCO CONSTRUCTION, INC.**, a Washington Corporation ("Contractor").

WITNESSETH:

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

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

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

1. Scope of Work.

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

Pioneer Highway Upgrades Phase 2 – Pioneer Highway Interceptors

in accordance with and as described in

A. this Contract, and

B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and

C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the standard specifications",

D. City of Stanwood Street and Utility Standards (referenced but not attached)

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

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

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

A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the City, and said work shall be physically completed within **eighty-five (85) working days** after said notice to proceed, unless a different time frame is expressly provided in writing by the City.

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

C. Termination of Contract.

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

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

3. Compensation and Method of Payment.

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

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

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

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

E. The Contractor shall submit payment requests with a completed Application for Payment form, an example of which is included in the Attachments to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

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

5. Prevailing Wage Requirements.

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

6. Indemnification and Hold Harmless.

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

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

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

D. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

F. The provisions of this section shall survive the expiration or termination of this Contract.

7. Insurance.

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

B. **No Limitation**
Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance**.
Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services

Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2 Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

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

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

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

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

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

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

D. **Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

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

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

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

E. **City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provisions.**

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

G. **Acceptability of Insurers.**

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

H. **Verification of Coverage.**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City , the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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

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

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

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

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

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

M. **Failure to Maintain Insurance**
Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.

B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.

C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

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

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

10. Assignment and Subcontractors.

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

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

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

D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

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

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

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

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

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

11. Contract Administration and Notices.

This Contract shall be administered for the City by the Insert Project Manager Name, and shall be administered for the Contractor by the Contractor's Contract Representative, Insert Name of Contractor Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Kevin Hushagen, PW Director
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
(360) 629-9782

To Contractor:

Michael J. Pellitteri, President
Pellco Construction, Inc.
13036 Beverly Park Road
Mukilteo, WA 98275
(425) 265-7211

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

12. Interpretation and Venue.

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

13. Severability

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

15. Survival.

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

16. Authority.

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

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

CITY OF STANWOOD

By_______________________________
Elizabeth Callaghan, Mayor

PELLCO CONSTRUCTION, INC.

By _______________________________
Michael J. Pellitteri, President

Approved as to form:

____
Grant K. Weed, City Attorney

Attest:

____
Sara Robinson, City Clerk

PERFORMANCE and PAYMENT BOND

Bond to the City of ______ Bond # _____________

KNOW ALL MEN BY THESE PRESENTS:

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

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

Dated at ______________________, Washington, this ____ day of ________________, 2021.

The conditions of the above obligation are such that:

WHEREAS, the City of Stanwood has let or is about to let to the said__________________________ the above bounded Principal, a certain contract, the said contract being numbered _____________, and providing for ***Pioneer Hwy Upgrades Phase 2 – Pioneer Hwy Interceptors*** _______________ (which contract is referred to herein and is made a part hereof as though attached hereto), and

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

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

Signed this ____ day of ______________________, 2021.

______________________ Surety	______________________ Principal
By______________________	By______________________
______________________ Title	______________________ Title
______________________ Surety Address	______________________ Agent Address
______________________ Surety Contact and Phone Number	______________________ Agent Contact and Phone Number

ESCROW AGREEMENT for RETAINED PERCENTAGE

Pioneer Highway Upgrades Phase 2 – Pioneer Hwy Interceptors

Escrow No.: _______________
City of Lake Stevens Contract No. ___________
Completion Date: _________________

TO:

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

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

INSTRUCTIONS

1. Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
   A. Bills, certificates, notes or bonds of the United States;
   B. Other obligations of the United States or its agencies;
   C. Obligations of any corporation wholly owned by the Government of the United States;
   D. Indebtedness of the Federal National Mortgage Association;
   E. Time deposits in commercial banks;
   F. Other investments, except stocks, selected by the Contractor, subject to express prior written consent of the City.
2. The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
3. The investments must mature on or prior to the date set for the completion of the contract, including extension there of or thirty (30) days following the final acceptance of the work.
4. When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
5. You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.
6. In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
7. The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to reimburse yourself from such monies for the entire amount of your fee.
8. This agreement shall not be binding until signed by both parties and accepted by you.
9. This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. ____________________________

By: ____________________________

Title: ____________________________

Address: ____________________________

____

DATE: ____________________________

CITY OF STANWOOD

By: ____________________________

Title: ____________________________

DATE: ____________________________

THE ABOVE ESCROW AGREEMENT RECEIVED AND ACCEPTED on the _____ day of ________________ 20___.

BANK

By: ____________________________

Title: ____________________________

Address: ____________________________

____

DISTRIBUTION:
City Clerk
Financial Institution
Contractor
File Copy

SCHEDULE OF PRICES

CITY OF STANWOOD
PIONEER HIGHWAY UPGRADES
PHASE 2 – Pioneer Highway Interceptors
BASE BID

Item No.	Spec Ref.	Item Description	Unit	Qty	Amount	
					Unit Price	Total
1	1-09	Mobilization	LS	1		85,000.00
2	1-05	Record Drawing (Minimum $1,000)	LS	1	$1,000	1,000.00
3	2-09	Trench Safety Systems	LS	1	13,000.00	13,000.00
4	1-04	Final Cleanup and Restoration	LS	1	16,000.00	16,000.00
5	1-10	Project Temporary Traffic Control	LS	1	40,500.00	40,500.00
6	2-02	Removal of Structures and Obstructions	LS	1	3,800.00	3,800.00
7	2-02	Removal of Pavement, Sidewalks, Curbs, and Gutters	LS	1	2,200.00	2,200.00
8	2-03*	Trenching Impervious Surface Removal	TN	622	50.00	31,100.00
9	2-02*	Potholing	EA	8	400.00	3,200.00
10	2-09*	Removal and Replacement of Unstable Base Material	CY	10	150.00	1,500.00
11	2-09*	Controlled Density Fill	CY	504	100.00	50,400.00
12	4-04*	Crushed Surfacing Top Course	TN	42	48.00	2,016.00
13	4-04*	Ballast for Road Base	TN	119	48.00	5,712.00
14	4-06*	Asphalt Treated Base	TN	144	130.00	18,720.00
15	5-04*	HMA Class 1/2-inch PG 64-22 (Permanent - Trench)	TN	264	145.00	38,280.00
16	5-04*	HMA Class 1/2-inch PG 64-22 (Temporary)	TN	151	210.00	31,710.00
17	5-04*	HMA Class 1/2-inch PG 64-22 (Permanent - Overlay)	TN	160	145.00	23,200.00
18	5-04*	Planing Bituminous Pavement	SY	623	12.00	7,476.00
19	7-05	Sanitary Sewer Manhole 48 In. Diam.	EA	8	6,000.00	48,000.00
20	7-05	Sanitary Sewer Manhole 72 In. Diam.	EA	1	9,200.00	9,200.00

PELLCO Construction Inc

Schedule of Prices

Item No.	Spec Ref.	Item Description	Unit	Qty	Amount	
					Unit Price	Total
21	7-05	Abandon Existing Manhole and Sanitary Sewers	LS	1	22,500.00	22,500.00
22	7-05	15 In. Diam. SS Connection to Existing Manhole	EA	3	2,000.00	6,000.00
23	7-05	18 In. Diam. SS Connection to Existing Manhole	EA	4	2,200.00	8,800.00
24	7-05	Connect to Existing Sewer Main	EA	3	1,000.00	3,000.00
25	7-17	PVC Sanitary Sewer Pipe 15 In. Diam.	LF	1,406	128 00	179,968 00
26	7-17	PVC Sanitary Sewer Pipe 18 In. Diam.	LF	709	148.00	104,932.00
27	7-18*	Existing Side Sewer reconnect w/ Cleanout	EA	5	1,500.00	7,500.00
28	7-18*	Existing Side Sewer reconnect (No Cleanout)	EA	3	1,300.00	3,900.00
29	7-20	Temporary Sewer Bypassing	LS	1	42,000.00	42,000.00
30	8-01	Erosion / Water Pollution Control	LS	1	13,000.00	13,000.00
31	8-14*	Cement Concrete Sidewalks	SY	12	250.00	3,000.00
32	8-22	Restore Pavement Markings	LS	1	4,000.00	4,000.00
33	1-04	Minor Changes	EST	1	$35,000	35,000.00
					Base Bid Subtotal	865,614 00
					Sales Tax @ 9.1%	78,770 57
					Total Base Bid with Tax	~~865,614 00~~ MP 944,384.87

* These bid items are not subject to the provisions of 1-04.6 of the Standard Specifications, as amended by the Special Provisions.

Contract award will be based on the Total Base Bid with Tax to determine the low-responsive bidder.

ADDENDA RECEIVED

Addendum Number	Date Received	Name of Recipient
1	2/5/2021	Steve Liikala
2	2/8/2021	Steve Liikala

PROPOSED SUBCONTRACTORS

The following is a list of the subcontractors who will be used in the work if the Bidder is awarded the Contract. See Project Specifications in this regard, e.g., Stanwood Special Provision 1-08.1. Use additional sheets, as required, in a similar format for any additional subcontractors.

Name	Task	Approximate Percent of Total Work
Fidalgo Paving & Construction, LLC	Asphalt Paving	10.2%
Krazan & Associates, Inc.	Geotech Testing	1.3%
PR Systems LLC	Planing Bitum. Pavement	0.4%
Salinas Sawing & Sealing, Inc.	Sawcutting	2.1%
Kamps Painting Co.	Pavement Markings	0.4%
American Surveying & Environmental, LLC	Survey	0.3%

STATEMENT OF BIDDER QUALIFICATIONS

Name of Firm PELLCO Construction Inc	Address: 13036 Beverly Park Road, Mukilteo WA 98275
Phone: 425.265.7211	City, State ZIP:
Contractor Registration # PELLCI*038QC	UBI # 601-816-975
Industrial Insurance Account # 94270300	Employment Security Dept # 016683000
State Excise Tax Registration # 601-816-975	DUNS #

Contact Person for this Project: Michael J Pellitteri - President

Number of years the Contractor has been engaged in the construction/painting business under the present firm name, as indicated above:
24 years

Gross dollar amount of work under contract: 2 million

Gross dollar amount of contracts not completed: 1 million

General character of work performed by firm: PELLCO Construction Inc is a general contractor that specializing in public works project, self performing our own sitework, utilities and form concrete.

List of three (3) major projects of similar nature which have been completed by the Contractor within the last three (3) years, the gross dollar amount and brief description of each project:

1. Project Name: See the attached please

   Amount: ____________________

   Owner: ____________________

   Engineer's Name: ____________________

   Engineer's Phone: ____________________

   Description: ____________________

   ____

   ____

PELLCO Construction Inc

2. Project Name: See the attached please

   Amount: ______________________________

   Owner: ______________________________

   Engineer's Name: ______________________________

   Engineer's Phone: ______________________________

   Description: ______________________________

   ____

   ____

3. Project Name: ______________________________

   Amount: ______________________________

   Owner: ______________________________

   Engineer's Name: ______________________________

   Engineer's Phone: ______________________________

   Description: ______________________________

   ____

   ____

List five major pieces of equipment that are anticipated to be used on this Project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Equipment	Own/Lease	Equipment	Own/Lease
See the attached please			

Bank Reference: Wells Fargo
Bellevue, WA
425.450.8141

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Have you changed bonding companies within the last three (3) years? No

If so, why? (Optional)

Have you ever been sued by the client or have you ever sued the client on any public work contract for a special district, municipality, county, or state government? No

For what reason?

Disposition of case, if settled:

Do you have any outstanding payments due to the Department of Revenue?

No

Bidder agrees that the City shall retain the right to obtain any and all credit reports.

XX

Yes

Michael J Pellitteri - President

Signature

No

Signature

Subject to time lost due to inclement weather and delay in delivery of materials, should such delay not be the result of the undersigned's action, the undersigned agrees to complete all work in this Contract for the **PIONEER HIGHWAY UPGRADES PHASE 2 – Pioneer Highway Interceptors**, as specified in Section 1-08.5 of the Special Provisions.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is 94270300.

The undersigned has complied with the Washington State Department of Licenses requirements for bond, proof of insurance, and annual registration fee; and the undersigned's Washington State Department of Licenses Contractor's Registration No. is

PELLCI*038QC.

Very truly yours,

Signature

Michael J Pellitteri - President
Print Name

President
Title

PELLCO Construction Inc
Firm Name

13036 Beverly Park Road, Mukilteo WA 98275
Address

Amount of "good faith token" $______ Check No. ______ on

______ Bank

located at ______,

or bid bond in the amount of $ 5% of total bid,

issued through HUB International 12100 NE 195th Street, Suite 200, Bothell WA 98011 425.806.3208
(Name of Agency) (Mailing Address) (Telephone Number)

for Employers Mutual Casualty Company
(Name of Bonding Company)

BID BOND

We, PELLCO Construction, Inc., as Contractor and

Employers Mutual Casualty Company, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to:

STANWOOD, WASHINGTON

(herein called the City) for payment of the sum of Five Percent (5%) of Total Amount Bid ---------------------

Dollars ($ 5% ---),

lawful money of the United States. The Contractor has submitted the accompanying Bid for the construction of:

PIONEER HIGHWAY UPGRADES
PHASE 2 – Pioneer Highway Interceptors

If the Contractor is awarded the Contract and enters into a written contract, in the form prescribed by the City, at the price designated by their Bid, and files the bond with the City to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount that conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, all written fifteen (15) days after the award of the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorney's fees incurred with or without suit.

Executed on February 11, 20 21

PELLCO Construction, Inc.
(Contractor)

(Seal if Corporation)

By [signature]

Title President

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

Employers Mutual Casualty Company P.O. Box 3018 Bothell, WA 98041-3018	(Name and Address of Surety)
HUB International Northwest, LLC 12100 NE 195th Street, Suite 200 Bothell, WA 98011-5768	(Name and Address of Surety's Agent for service of process in Washington, if different from above)
(425) 489-4500	(Telephone Number of Surety's Agent in Washington)

(Attach Acknowledgment)

Employers Mutual Casualty Company
SURETY

By ________________
Julie M. Glover (Attorney-in-Fact)

NOTICE:

Sureties must be authorized to do business in and have an agent for service of process in Washington State. Certified copy of Power of Attorney must be attached.

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Julie M. Glover, Jim S. Kuich

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire October 10th , 2022 , unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Scott R. Jean

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of February , 2021 .

Vice President

NON-COLLUSION AFFIDAVIT

(This Affidavit to be fully executed)

STATE OF)
) SS.
COUNTY OF)

Michael J Pellitteri, affiant,

the President
(President, Secretary, Manager, Firm Owner, or Representative)

of PELLCO Construction Inc,
(Name of Company or Corporation or Firm)

the person, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

Signature of President, Secretary, Manager, Owner, or Representative
Michael J Pellitteri - President

Subscribed and sworn to before me

this 11 day of Feb, 2021.

Signature of Notary Public in and for

the County of Snohomish

State of WA

BRENDA R. PELLITTERI
COMMISSION EXPIRES
NOTARY
PUBLIC
06-30-2022
STATE OF WASHINGTON

CITY OF STANWOOD
CITY COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	9a
DATE:	March 11, 2021
SUBJECT:	2021-22 Budget Amendment No. 1, First Reading, Second Reading and Final Adoption of Ordinance 1495
CONTACT PERSON:	Scott James, Finance Director
ATTACHMENTS:	A – Proposed Ordinance 1495 with Exhibit A

PURPOSE

The purpose of this agenda item is for City Council consideration of Ordinance 1495 which will amend the 2021-2022 Budget.

BACKGROUND

The City Council adopted the 2021-2022 Biennial budget and from time to time will amend the budget for unforeseen expenditures and updates to forecasted revenue sources. Budget allocations for overall fund expenditures, by state law, are not to exceed the amount authorized by the City Council. The proposed budget amendments include the following:

Adjust Beginning Net Cash to Actual – All Funds

During biennial budget development, beginning net cash or fund balance is based on a conservative estimate prior to year-end and the adoption of the budget. This amendment adjusts beginning net cash to actual, reconciled cash per bank statements. While not required by law or the State Auditor, it is the city's practice to amend the budget to match actual beginning net cash.

The budget adjustment "trues up" beginning net cash, setting fund balance amounts to actual in order to give the city a clearer picture of available funds as of January 1, 2021 for better analysis of our overall financial health. Each of the City's funds beginning cash balance is adjusted by this amendment. Exhibit 1 to the attached ordinance provides the amount each fund's beginning fund balance was adjusted.

Adjust Capital Projects – Street, Sewer, Drainage and Park Construction Funds

When it comes to multi-year capital improvement projects, completion dates for capital projects may change due to circumstances outside of the City's control and funding sources or bidding estimates and may require amendments to the Adopted Budget during the course of a project.

- Street Construction Fund
  - The Viking Way Phase 1 project included in the 2021 – 2022 Budget will be amended to carryforward $54,600 from the 2020 budget as this phase of the project will be completed in 2021. Ending Fund Balance will be used to pay for the $54,600 carryforward amount. Details of this project can be found in the 2021 – 2022 Budget Book Appendix page A29.
- Sewer Construction Fund
  - The Church Creek Collection project was not started in 2020 as staff had anticipated. As a result, the 2020 and 2021 budgets amounts will both be delayed one year. The 2021 Budget will be amended to carryforward $150,000 that was not expensed in 2020, and the $1,025,000 budget will be moved from 2021 to 2022. Details of this project can be found in the 2021 – 2022 Budget Book Appendix page A18.
  - The Pioneer Highway Main Line project included in the 2021 – 2022 Budget will be amended to carryforward $56,000 from the 2020 budget as this portion of the project will be completed in 2021. Ending Fund Balance will be used to pay for the $56,000 carryforward amount. Details of this project can be found in the 2021 – 2022 Budget Book Appendix page A23.
  - The Main Lift Station project included in the 2021 – 2022 Budget will be amended to carryforward $44,000 of 2020 budget that was not expensed in 2020. Ending Fund Balance will be used to pay for the $44,000 carryforward amount. Details of this project can be found in the 2021 – 2022 Budget Book Appendix page A24.
  - The 2020 Sewer Telemetry System Upgrade project was not completed in 2020 as anticipated. The 2021 - 2022 Budget will be amended to carryforward $158,500 that was not expensed in 2020.
- Drainage Construction Fund
  - The Irvine Slough Drainage project included in the 2021 – 2022 Budget will be amended to carryforward $500,000 of expense budget and $537,000 of grant revenue budget from the 2020 budget. Details of this project can be found in the 2021 – 2022 Budget Book Appendix page A13.
  - The Flood Berm project was not included in the 2021 – 2022 Budget as staff anticipated that this project was going to be completed in 2020. The 2021 – 2022 Budget will be amended to include $238,600 of additional expense budget to complete this project in 2021. We will draw $169,560 down on the Snohomish County Public Works Assistance Fund Loan and use $69,040 of Ending Fund Balance to pay for this project.

- Park Improvement Fund
    - Heritage Park project included in the 2021 – 2022 Budget will be amended to carryforward of $827,000 of unexpended 2020 budget and $332,000 of unclaimed Department of Ecology grant.

      Additionally, the 2021 – 2022 Budget will be amended to include an additional $873,000 for construction of the park. Details of this project can be found in the 2021 – 2022 Budget Book Appendix page A15.

Budget Adjustments

- General Fund
    - The 2021 – 2022 Budget includes two grants in the General Fund that need to be removed: Department of Ecology ($4,000 in 2021 and $4,040 in 2022) and Washington State Department of Transportation ($10,000 in 2021 and $10,100 in 2022.)
- Water Fund
    - The 2021 – 2022 Budget includes a $750,000 transfer from the Water Capital Fund (see 2021 – 2022 Budget Book page 35) to the Street Construction Fund to help fund the 101st Reconstruction project (see 2021 – 2022 Budget Book Appendix page A5.) Staff is recommending $350,000 of this transfer be delayed from the 2022 Budget to 2023.

RECOMMENDATION

Staff recommends approval of the first and second reading and final adoption of Ordinance 1495

FINANCIAL IMPACT

See Exhibit A attached to Ordinance 1495

COMMITTEE REVIEW

The 2021 – 2022 Budget Amendment #1 was reviewed by the Council Finance Committee, which recommends passage of the Amendment.

CITY COUNCIL OPTIONS

1. Approve first and second reading and final adoption of Ordinance 1495 with Exhibit A amending the 2021 - 2022 Budget.

2. Do not approve first and second reading and final adoption of Ordinance 1495 with Exhibit A amending the 2021 - 2022 Budget and direct staff to areas of concern.

RECOMMENDED MOTION

MOTION TO APPROVE FIRST AND SECOND READING AND FINAL ADOPTION OF ORDINANCE 1495 WITH EXHIBIT A AMENDING THE 2021 - 2022 BUDGET AS PRESENTED.

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE 1495

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING ORDINANCE RELATING TO THE 2021-2022 BUDGET

WHEREAS, the City previously adopted the 2021 and 2022 biennial budget on November 12, 2020, pursuant to Ordinance 1489; and

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

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

Section 1. Ordinance No. 1489 is hereby amended to reflect the totals of 2021 and 2022 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in Attachment A. The Finance Director is hereby authorized to include year-end actual cash balances in the final budget document as determined at the close of the current fiscal year.

Section 2. Except as provided herein, all provisions of Ordinance 1489 shall remain in full force and effect unchanged.

ADOPTED by the City Council and APPROVED by the Mayor this ____ day of _____________ 2021.

CITY OF STANWOOD

____
Elizabeth Callaghan, Mayor

ATTEST:

____
Sara Robinson, City Clerk

APPROVED AS TO FORM:

____
Brett Vinson, City Attorney

ATTACHMENT A

Fund Name	Beginning Fund Balance Est'd	Revenues 2021	Revenues 2021 Capital Projects Carryover & Adjustments	Revenues 2022	Revenues 2022 Capital Projects Carryover & Adjustments	Total Revenue Budget	Expenditures 2021	Expenditures 2021 Capital Projects Carryover & Adjustments	Expenditures 2022	Expenditures 2022 Capital Projects Carryover & Adjustments	Total Expense Budget	Ending Fund Balance Est'd
General Fund	$ 4,438,518	6,168,458	(14,000)	6,287,999	(14,140)	$ 12,428,317	5,953,139	-	6,452,817		$ 12,405,957	$ 4,460,878
Street Operating Fund	$ 83,409	665,900		671,209		$ 1,337,109	663,786		668,317		$ 1,332,103	$ 88,416
Street Impact Fee Fund	$ 690,313	216,665		218,665		$ 435,330	-		-		$ -	$ 1,125,643
Street Capital Fund	$ 885,730	1,616,400	40,550	4,014,400		$ 5,671,350	1,604,500	54,600	3,802,500		$ 5,461,600	$ 1,095,480
Park & Trail Capital Fund	$ 1,464,467	1,813,900	332,000	5,518,900		$ 7,664,800	1,715,000	1,700,000	1,654,000		$ 5,069,000	$ 4,060,267
Fire Impact Fees	$ 41,915	-		-		$ -	-		-		$ -	$ 41,915
Park Impact Fees	$ 269,097	84,135		84,135		$ 168,270	-		140,000		$ 140,000	$ 297,367
Equipment Reserve Fund	$ 554,977	196,890		163,100		$ 359,990	277,050		-		$ 277,050	$ 637,917
Transportation Benefit District Fund	$ 640,983	475,500		475,500		$ 951,000	359,450		361,450		$ 720,900	$ 871,083
Contingency Fund	$ 388,824	55,400		55,400		$ 110,800	-		-		$ -	$ 499,624
Building Improvement Fund	$ 1,492,319	16,800		16,800		$ 33,600	100,000		50,000		$ 150,000	$ 1,375,919
Tourism And Promotion: DSC	$ 2,408	79,000		109,000		$ 188,000	74,000		74,000		$ 148,000	$ 42,408
REET 1 Fund: Capital Improvements	$ 861,915	310,300		310,300		$ 620,600	724,000		300,000		$ 1,024,000	$ 458,515
REET 2 - Growth Management	$ 1,031,342	315,500		315,500		$ 631,000	-		480,000		$ 480,000	$ 1,182,342
Debt Service Fund	$ 19,655	500		298,500		$ 299,000	-		298,000		$ 298,000	$ 20,655
Sewer Utility Funds	$ 1,543,431	2,340,900		2,421,820		$ 4,762,720	2,350,398		2,421,629		$ 4,772,026	$ 1,534,125
Sewer Capital Fund	$ 2,267,120	4,206,300	630,000	2,059,300		$ 6,895,600	4,147,000	13,500	2,000,000	2,725,000	$ 8,885,500	$ 277,220
Sewer Plant Investment Fund	$ 284,510	155,000		155,000		$ 310,000	300,000		-		$ 300,000	$ 294,510
Sewer Bond Reserve	$ 500,035	8,900		8,900		$ 17,800	-		-		$ -	$ 517,835
Sewer Equipment Reserve	$ 573,466	116,461		112,411		$ 228,872	125,000		-		$ 125,000	$ 677,338
Drainage Operating Fund	$ 291,937	1,055,300		1,092,050		$ 2,147,350	955,540		808,590		$ 1,764,131	$ 675,156
Drainage Capital Fund	$ 689,922	1,815,000	707,160	1,015,000		$ 3,537,160	1,800,000	738,600	1,000,000		$ 3,538,600	$ 688,482
Drainage Plant Investment Fund	$ 59,446	80,700		80,700		$ 161,400	27,000		40,500		$ 67,500	$ 153,346
Drainage Equipment Reserve	$ 327,865	65,064		51,641		$ 116,705	104,950		-		$ 104,950	$ 339,620
Water Operating Fund	$ 972,210	2,114,200	100,000	2,185,425	100,000	$ 4,499,625	2,312,973		2,330,707		$ 4,643,680	$ 828,155
Water Capital Fund	$ 1,925,459	44,800		44,800		$ 89,600	200,000	(350,000)	750,000		$ 600,000	$ 1,415,059
Cedar Home Plant Investment Fees	$ 132,465	12,100		12,100		$ 24,200	10,000		10,000		$ 20,000	$ 136,665
Water Plant Investment Fees	$ 478,801	205,000		205,000		$ 410,000	-		-		$ -	$ 888,801
Water Bond Reserve	$ 412,303	424,038		429,296		$ 853,334	419,138		424,396		$ 843,534	$ 422,103
Water Equipment Reserve	$ 347,914	83,160		76,216		$ 159,376	8,000		-		$ 8,000	$ 499,290
Total Funds	**$ 23,672,756**	**24,742,271**	**1,795,710**	**28,489,067**	**85,860**	**$ 55,112,908**	**24,230,924**	**2,156,700**	**24,066,906**	**2,725,000**	**$ 53,179,530**	**$ 25,606,134**