

# **City of Stanwood**



## **City Council Packet**

### **Stanwood City Council Regular Meeting**

**Thursday, March 25, 2021**



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
*Thursday, March 25, 2021 – 7:00 p.m.*  
This meeting will be conducted by telephone  
and online, connection information will be  
posted on City Website—  
<https://www.stanwoodwa.org>  
Stanwood City Hall  
10220 270<sup>th</sup> St. NW, Stanwood, WA 98292

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **CITIZEN COMMENTS**  
Anyone wishing to provide written 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>
5. **STAFF REPORTS**
  - a. Police Compstat Report – February 2021 5-1
6. **COMMITTEE REPORTS**
  - a. Parks and Trails Advisory Committee Meeting Minutes – February 16, 2021 6-1
7. **CONSENT AGENDA**
  - a. Approve Vouchers and Payroll Checks 7-1
  - b. Approve March 11, 2021 Regular City Council Meeting Minutes 7-6
  - c. Transportation Benefit District Annual Report – 2020 7-11
  - d. Authorize the Mayor to Accept the Washington State Department of Transportation Grant for the SR 532 Bypass Feasibility Study 7-14
8. **OLD BUSINESS**
  - a. First Reading Ordinance 1493B – Extension of Enhanced Service Facilities Interim Regulations 8-1
9. **NEW BUSINESS**
  - a. Authorize the PSA Scope of Work with Berk Consulting Inc to conduct the Stanwood Park and Recreation Feasibility Study 9-1
  - b. Final Plat - Cedar Hill Estates / Phase I Schmitt Plat 9-14
  - c. Final Plat - Cedar Crest Estates / Phase II Schmitt Plat 9-23
  - d. First Reading Ordinance 1496 - Library Board Dissolution Request 9-29
  - e. First Reading Ordinance 1497 - Traffic Code Updates 9-35
  - f. Authorize the Mayor to Sign Stanwood Camano School Resource Officer Interlocal Agreement 9-47
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:**

April 08, 2021 Special Workshop Meeting  
April 08, 2021 Regular Meeting  
April 22, 2021 Regular Meeting



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 5a  
**DATE:** March 25, 2021  
**SUBJECT:** Police Compstat Report  
**CONTACT PERSON:** Chief Rob Martin  
**ATTACHMENTS:** February 2021 Compstat Report

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### **SUMMARY STATEMENT**

Attached is the February 2021 Compstat Report for council review.

## Stanwood Police Department

### February 2021

#### **Administrative Personnel**

Chief Rob Martin

Sergeant Karl Gilje

Amanda Slattery – Stanwood City Employee

Stacey Davis – Stanwood City Employee

#### **Operational Personnel**

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

#### **Area of Operation**

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



## COMPSTAT REPORT

| Type of Crime                      | February 2021 | Year to Date 2021 | February 2020 | Year to Date 2020 |
|------------------------------------|---------------|-------------------|---------------|-------------------|
| Homicide                           | 0             | 0                 | 0             | 0                 |
| Rape                               | 1             | 1                 | 0             | 1                 |
| Robbery                            | 0             | 0                 | 0             | 0                 |
| Assault                            | 4             | 6                 | 8             | 14                |
| Burglary                           | 2             | 3                 | 1             | 2                 |
| Larceny                            | 6             | 12                | 4             | 11                |
| Motor Vehicle Theft                | 2             | 2                 | 0             | 1                 |
|                                    |               |                   |               |                   |
| General                            | February 2021 | Year to Date 2021 | February 2020 | Year to Date 2020 |
| Calls for Service (Incidents)      | 689           | 1457              | 948           | 1761              |
| Case Reports                       | 52            | 94                | 62            | 106               |
| Traffic Collisions                 | 6             | 12                | 7             | 17                |
| Arrests (Adult/Juvenile)           | 4             | 15                | 21            | 40                |
| Drug Arrests                       | 0             | 0                 | 0             | 2                 |
| Warrant Arrests                    | 1             | 7                 | 4             | 6                 |
| Impaired Driving Arrests           | 3             | 4                 | 1             | 3                 |
| Infractions Issued                 | 6             | 19                | 21            | 25                |
| Public Disclosure Requests         | 19            | 48                | 38            | 89                |
| Concealed Pistol Licenses Issued   |               |                   | 20            | 61                |
| Correction from January COMPSTAT   | 27            | 27                |               |                   |
| February                           | 68            | 95                |               |                   |
| Pistol Transfer Checks             | 27            | 71                | 23            | 61                |
| Fingerprinting & Approx. timeframe | 40= 10 hrs    | 41= 10.25 hrs     | 27= 6.75 Hrs  | 64= 16.0 Hrs      |

| City Collisions for February Totals: 6 |             |                            |               |  |                                  |
|----------------------------------------|-------------|----------------------------|---------------|--|----------------------------------|
| Date                                   | Case Number | Location                   | H & R Injured |  | Reason                           |
| 2/3/2021                               | 2021-0830   | 27000 Block of 92nd Ave NW |               |  | Failure to yield                 |
| 2/17/2021                              | 2021-1132   | 8800 Block of SR 532       |               |  | Inattentive/Failure to stop      |
| 2/17/2021                              | 2021-1139   | 7200 Block of SR 532       |               |  | Vehicle/Mechanical failure       |
| 2/17/2021                              | 2021-1141   | 22900 Block of 92nd Ave NW |               |  | Vehicle/Mechanical failure       |
| 2/24/2021                              | 2021-1337   | 27100 Block of FLORENCE RD |               |  | Inattentive parking/exit parking |
| 2/27/2021                              | 2021-1418   | PIONEER HWY and SR 532     |               |  | Failure to stop                  |

## Stanwood School Dist. Resource Officer (SRO) Activity Report

No Report

# Stanwood Police Department

## Detective Report

### February 2021 Newsletter

February 2021



#### Update Stanwood Case 2019-8179

##### Vehicle Prowl

On 10-17-19 Deputy Lafrance responded to the vehicle prowling complaint and learned the victim's purse was stolen from her car, after a subject smashed one of the car's windows. When the victim called her bank to report the theft of a credit card, she was advised the card had already been used at several locations in Stanwood and Arlington.

Detective Martin obtained video of the subject using the victim's credit card. The subject was identified after images from the video were posted on the Stanwood Police Department Facebook page.

On 11-13-19 the subject was booked into the Snohomish County Jail on charges related to a Mountlake Terrace Police case. One of the charges was theft of a firearm.

On 11-19-19 the Stanwood case was sent to the Prosecutor's Office for review.

On 02-03-2021 Detective Martin received notification from the Prosecutor's Office advising the charge of Identity Theft had been filed in Snohomish County Superior Court.

#### Update Stanwood Case 2021-0745

##### Theft



On 01-25-2021 and 01-30-2021 the male and female subjects pictured in the photos on the left stole several hundred dollars of clothing items from a local store. The male and female subject pictured in the photos on the right returned to the store on 02-15-2021 and attempted to steal clothing items but left the store empty handed after being confronted by an employee.

The female has been identified by staff at her apartment complex in Marysville. The male with scars on his head has been identified by his Community Corrections Officer.

Detective Martin will be attempting interviews with the subjects.



## **Stanwood Case 2021-981**

### **Forgery/Identity Theft**

On 02-24-2021 Deputy Chaney responded to a fraud complaint and learned the victim's debit card was used to gain access to funds associated with forged checks. The victim lost his debit card about a month ago.

The forged checks listed the victim as the payee and were deposited into the victim's account using his debit card. The suspect was able to withdraw a portion of the funds deposited into the victim's account, before the bank confirmed the fraudulent activity.

Detective Martin learned the checks were stolen during a vehicle prowling in Renton. Other items stolen during the vehicle prowling were tracked to a homeless camp in Renton.

Detective Martin will apply for a search warrant to get video from the bank ATM machines associated with the transactions.



**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 6a

**DATE:** March 25, 2021

**SUBJECT:** Parks and Trails Advisory Committee Meeting Minutes

**CONTACT PERSON:** Patricia Love, Community Development Manager

**ATTACHMENTS:** A – February 16, 2021 Meeting Minutes

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**SUMMARY STATEMENT**

Minutes from the February 16, 2021 Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented.

Zoom meeting – virtual attendance

Call to Order & Attendance: 3:04pm

**Present:**

Matt Withers                      Gordy Holmes  
Gordon Bell                        Lisa Bruce  
David Moynahan                  Rick Hawkins

**Staff:**

Carly Ruacho  
Amy Bergemeier  
Sara Robinson

**Absent:** Dave Hall

**Also known to be present:** Yitong Du, Jim Brennan

**Citizen Comments:**

**Approval of Minutes:**

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

Gordon Bell had a follow up question/comment regarding comments made during the last meeting. Whether or not the Parks & Rec funds that weren't spent went back into that same fund? He asked if the Parks & Rec has a dedicated fund at this time? Carly Ruacho mentioned we didn't talk about a dedicated parks funding source. Carly said the City came to the end of a two-year budget cycle in December and the funds didn't roll over. The extra money that was leftover from the Church Creek playground didn't roll over, per say, for Church Creek park. Gordon feels if something was designated for parks then it should stay for parks.

**Stanwood Port Susan Trail Alignment/Design:**

**Yitong Du & Jim Brennan presents-**

The design and permitting of the Stanwood – Port Susan Trail Phase 2 segment is in our 2021 work plan. Our goal is to design and construct a 6-10 foot wide pedestrian trail that starts at the 88<sup>th</sup> Avenue park and ride lot, connects to the SR 532 berm trail that was recently constructed, loops around the water treatment plant, passes through Hamilton Landing Park and connects to the Stillaguamish River overlook platform behind Mission Motors that was built and donated to the City by a local Eagle Scout.

The project includes:

- 6- 10 foot wide trail – width will vary on the waste water treatment plant dike to accommodate existing conditions
- Gateway trail entry locations
- River view and plaza area near the southeast corner of the looped trail
- Wetland and buffer mitigation for trail impacts
- Pedestrian bridge spanning Irvine Slough
- Interpretive Signs

The Stanwood Port Susan Trail (named due to its connection with the Stillaguamish River and views of Port Susan Bay) is a 5 mile looped trail network that has been segregated into 5 distinct independent phases which will eventually create a looped multiuse trail system when completed. Phase I was recently constructed as part of the SR 532 Berm project.

We are currently working to plan the alignment and trail component designs for Phase 2 of the Trail with Confluence Environmental, the City's on-call consultant, who will focus on the critical area and permitting components as well as sub consultants including: JA Brennan for landscape architectural design, PACE Engineering for survey and civil plan design, Associated Earth Sciences for geotechnical analysis, and Stell for cultural resources evaluations.

Phase 2 includes the design of a 1.2 mile trail segment that runs from the Stanwood Park and Ride lot off of 88<sup>th</sup> Avenue and SR 532, around the waste water treatment plant, and along the Stillaguamish River and ends at the Twin City Foods property.

The design effort is expected to take approximately a year. Our preliminary target is to start construction on the trail element of Phase 2 in 2022. Future phases of PST planning and construction will be included in the Capital Facilities Plan and budgets which are adopted yearly by the City Council.

J.A. Brennan's, Jim Brennan and Yitong Du, gave a detailed presentation of the Port Susan Trail Preliminary Design to the Committee. They discussed the slides they presented that included detailed descriptions of the trail and imagery of possible designs.

#### Committee Comments and questions:

- Gordon Bell – He feels the Wood Benches in the presentation could be prone to rot. Jim Brennan responded that we can pick a species of wood that is more sustainable like perhaps, Alaska Yellow Cedar, Red Cedar & maybe Black Locust.
- Lisa Bruce – She has seen benches that have a really thick polyurethane or epoxy like substance that seals the wood. She loves the idea of lots of benches at Hamilton Park. Maybe even adding boulders as places to sit along the trail.
- Carly Ruacho mentioned we aren't just talking about the Hamilton Park, this plan encompasses the entire Port Susan Trail. The benches will vary depending on where they are placed.
- Rick Hawkins mentioned the lower Park & Ride area at the start of the trail does flood on occasion.
- Gordon mentioned he is confused if the Park & Ride area is the City or County land as he mentioned previously the desire to put benches or tables for people to sit at in the area. Carly Ruacho said this is County land and the intention is to only use this area as part of the trail, not a park.
- Gordon wonders if there is room for the viewing point at the 92<sup>nd</sup> St portion of the trail as he thinks it might be too low. Perhaps do an elevated spot for this viewpoint. Carly mentioned the City would have to be extremely careful as to not raise any point of the levee.
- David Moynahan likes the River View Node ALT 1 for the split viewing area. It gives more than one party to enjoy the view area enabling to stay with your own group and separate from others.
- Lisa Bruce also likes the split design.
- Gordy Holmes likes the idea of planting to hide the small building that is visible.
- Gordon asked who will maintain the boardwalk portion of the proposed trail? Carly answered, the Public Works department would maintain it. A great option is to use recycled plastic as it would last longer and requires less maintenance.

- Gordy asked how long the boardwalk portion of the trail is? Jim Brennan said around 500 ft. Gordy also asked, with the end of the trail that gets near Twin City Foods, is the plan to continue that portion on towards Ovenell Park or in that direction? Carly said the plan is to eventually try to get the trail to go around there, but it is private property and would depend on working out a deal with them.
- Gordon recommended walking the trail and getting an in-person view.

#### **Park Updates:**

We were in full Glass Quest mode and it has brought lots of people out to our parks!

#### **Church Creek Park – Playground Equipment Phase II**

In April, we will take all projects on the master plan and prioritize them like we are doing with Heritage Park's projects.

#### **Heritage Park – Baseball Field Renovation**

The work is still moving along, even through all of the rain, and they are making good progress.

#### **Hamilton Park –**

The appeal hearing isn't moving forward. Instead, we have agreed to withdraw our permits on the property as part of the appeals process. We are trying to keep things moving and will be reissuing our permits as one project along with WDFW. This doesn't mean it won't be appealed, but we are skipping a waiting period by reissuing the permits together. The goal is to be on the same schedule next year, if all of the new permitting goes through, by putting the bid out in January of 2022 and get the spring build completed, and WDFW will finish their portion of the project shortly after.

#### **Additional Committee Comments:**

- Gordon Bell – Sent out an email with information on a program offered through the National Parks, called Rivers Trails and Conservation assistance. He put it out there regarding Church Creek Park and feels the committee might really enjoy looking at the links provided. He feels it is a possible funding source for our parks.
- Lisa Bruce – She was recently at the Stanwood Middle School track and her kids were in a ditch of some-kind nearby and it had a lot of oil in it. Carly said she will forward her concerns to Public Works.
- Gordy Holmes – The parking area at Heritage Park, was that tied to the same people doing the fields there? Carly said, yes, they submitted a bid but isn't sure if Public Works has asked for a scope change from City Council. The plan is to re do the parking lot once the field renovations are completed. Gordy said we should keep this project high on our master plan list until this is completed. He wonders if the parking lot in the other parking lot on the newly acquired property should be done at the same time. Carly said the plans aren't ready yet for that parking area.

Adjourn – 4:55pm

Next Meeting: March 15, 2021 @ 3:00pm.

Until allowed by the Governor, City Hall remains closed to the public.



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7a

**DATE:** March 25, 2021

**SUBJECT:** Approval of Voucher and Payroll Checks

**CONTACT PERSON:** Reina Barber, Accounting Specialist

**ATTACHMENTS:** A - Voucher Check Detail

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### **SUMMARY STATEMENT**

Approve issuance of Washington Federal Bank voucher checks 33734 through 33796 in the amount of \$550,886.67. Approve issuance of Washington Federal Bank payroll checks 1818 through 1827 and Washington Federal Bank electronic payroll funds transfers in the amount of \$297,291.55.

### **RECOMMENDED MOTION**

**I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 33734 THROUGH 33796 IN THE AMOUNT OF \$550,886.67. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL CHECKS 1818 THROUGH 1827 AND WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL FUNDS TRANSFERS IN THE AMOUNT OF \$297,291.55.**

## CHECK REGISTER

City Of Stanwood

Time: 16:24:02 Date: 03/17/2021

03/05/2021 To: 03/17/2021

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| Trans | Date       | Type   | Acct # | Chk # | Claimant                                | Amount     | Memo                                                                                           |
|-------|------------|--------|--------|-------|-----------------------------------------|------------|------------------------------------------------------------------------------------------------|
| 973   | 03/10/2021 | Claims | 3      | 33734 | 5 Star service Inc.                     | 15,200.00  | City Of Stanwood; City Of Stanwood; City Of Stanwood; City Of Stanwood                         |
| 974   | 03/10/2021 | Claims | 3      | 33735 | APP- Associated Petroleum Products      | 1,847.25   | 04-0100494                                                                                     |
| 975   | 03/10/2021 | Claims | 3      | 33736 | Badger Meter Inc                        | 143.90     | 460708                                                                                         |
| 976   | 03/10/2021 | Claims | 3      | 33737 | Gaylynn Brien                           | 60.00      | City Of Stanwood                                                                               |
| 977   | 03/10/2021 | Claims | 3      | 33738 | Calhoun & Dejong Inc                    | 219.37     | 1CITY07                                                                                        |
| 978   | 03/10/2021 | Claims | 3      | 33739 | Cascade Natural Gas Corp                | 1,105.47   | 022 201 7579 4; 953 540 0000 2; 931 607 9072 6; 639 440 0000 5; 498 440 0000 7; 127 540 0000 3 |
| 979   | 03/10/2021 | Claims | 3      | 33740 | Certified Folder Display Services Inc   | 962.68     | 129996                                                                                         |
| 980   | 03/10/2021 | Claims | 3      | 33741 | Confluence Environmental Company, Inc   | 22,754.79  | City Of Stanwood; City Of Stanwood                                                             |
| 981   | 03/10/2021 | Claims | 3      | 33742 | Craft Tech Inc.                         | 355.73     | City Of Stanwood                                                                               |
| 982   | 03/10/2021 | Claims | 3      | 33743 | Databar Inc.                            | 825.92     | 8952 City Of Stanwood                                                                          |
| 983   | 03/10/2021 | Claims | 3      | 33744 | Lewis Field Service & Machine LLC       | 1,651.02   | City Of Stanwood                                                                               |
| 984   | 03/10/2021 | Claims | 3      | 33745 | Maul Foster Alongi, Inc.                | 2,640.00   | City Of Stanwood                                                                               |
| 985   | 03/10/2021 | Claims | 3      | 33746 | Navia Benefits                          | 100.00     | City Of Stanwood; City Of Stanwood                                                             |
| 986   | 03/10/2021 | Claims | 3      | 33747 | O'Reilly Auto Parts                     | 68.79      | 1872464 City Of Stanwood                                                                       |
| 987   | 03/10/2021 | Claims | 3      | 33748 | Office Depot                            | 242.37     | 36274097; 36274097                                                                             |
| 988   | 03/10/2021 | Claims | 3      | 33749 | PUD Of Snohomish County *               | 546.54     | 202423729; 200794063                                                                           |
| 989   | 03/10/2021 | Claims | 3      | 33750 | Pace Engineers, Inc                     | 13,087.50  | City Of Stanwood                                                                               |
| 990   | 03/10/2021 | Claims | 3      | 33751 | Pitney Bowes Inc- Global Financial Svc  | 230.79     | 0013214658                                                                                     |
| 991   | 03/10/2021 | Claims | 3      | 33752 | Refund - Michael Lobaito & Megan Lane   | 204.66     | Ref Utility 2892 Lobaito & Lane \$204.66 - Overpayment At Closing;                             |
| 992   | 03/10/2021 | Claims | 3      | 33753 | Refund - Paul & Lilya Gileff            | 135.18     | Ref Utility 1744 - Gileff \$135.18 For Overpayment At Closing                                  |
| 993   | 03/10/2021 | Claims | 3      | 33754 | Ricoh USA, Inc.                         | 1,568.78   | 1316669-3659652; 1316669-3660140; 1316669-3660142; 1316669-366090; 1316669-3660143             |
| 994   | 03/10/2021 | Claims | 3      | 33755 | Sara Robinson                           | 475.00     | City Of Stanwood                                                                               |
| 995   | 03/10/2021 | Claims | 3      | 33756 | Cassandra Rosenshel                     | 477.75     | City Of Stanwood                                                                               |
| 996   | 03/10/2021 | Claims | 3      | 33757 | Shred-it US JV LLC                      | 41.91      | 14668765                                                                                       |
| 997   | 03/10/2021 | Claims | 3      | 33758 | Sno Co District Court                   | 263.75     | DCT34003                                                                                       |
| 998   | 03/10/2021 | Claims | 3      | 33759 | Sno Co Human Services Dept *            | 509.95     | HSALC021                                                                                       |
| 999   | 03/10/2021 | Claims | 3      | 33760 | Sno Co Sheriff's Office - CB            | 1,656.56   | City Of Stanwood                                                                               |
| 1000  | 03/10/2021 | Claims | 3      | 33761 | Snohomish County 911                    | 8,202.99   | City Of Stanwood                                                                               |
| 1001  | 03/10/2021 | Claims | 3      | 33762 | Snohomish County Public Def Association | 2,043.44   | City Of Stanwood                                                                               |
| 1002  | 03/10/2021 | Claims | 3      | 33763 | Stanwood Auto Parts                     | 245.30     | 56100; 56100; 56100                                                                            |
| 1003  | 03/10/2021 | Claims | 3      | 33764 | Stanwood Camano News                    | 71.60      | 261981; 261981                                                                                 |
| 1004  | 03/10/2021 | Claims | 3      | 33765 | Stanwood Hardware                       | 295.64     | 1414; 1414; 1414                                                                               |
| 1005  | 03/10/2021 | Claims | 3      | 33766 | Stilly Auto Parts Napa                  | 1,158.53   | 27197 City Of Stanwood; 27197 City Of Stanwood; 27197                                          |
| 1006  | 03/10/2021 | Claims | 3      | 33767 | Taylor's Excavators Inc                 | 329,610.00 | City Of Stanwood                                                                               |
| 1007  | 03/10/2021 | Claims | 3      | 33768 | The Cicotte Law Firm                    | 850.00     | Stanwo                                                                                         |
| 1008  | 03/10/2021 | Claims | 3      | 33769 | Unum Life Insurance                     | 176.80     | 0220603-036 2; 0220603-036 2                                                                   |
| 1009  | 03/10/2021 | Claims | 3      | 33770 | Verizon Wireless                        | 4,591.74   | 372541731-00001                                                                                |
| 1010  | 03/10/2021 | Claims | 3      | 33771 | WA St Dept of Ecology *                 | 4,031.97   | City Of Stanwood; City Of Stanwood                                                             |
| 1011  | 03/10/2021 | Claims | 3      | 33772 | Weed, Graafstra & Associates, Inc., P.S | 19,916.00  | 3868-0000M                                                                                     |

# CHECK REGISTER

City Of Stanwood

Time: 16:24:02 Date: 03/17/2021

03/05/2021 To: 03/17/2021

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| Trans                                                | Date       | Type   | Acct # | Chk # | Claimant                               | Amount     | Memo                                            |
|------------------------------------------------------|------------|--------|--------|-------|----------------------------------------|------------|-------------------------------------------------|
| 1059                                                 | 03/17/2021 | Claims | 3      | 33773 | Branom Instrument Co.                  | 3,587.23   | City Of Stanwood; City Of Stanwood              |
| 1060                                                 | 03/17/2021 | Claims | 3      | 33774 | Dataquest                              | 434.00     | CITYSTA; CITYSTA                                |
| 1061                                                 | 03/17/2021 | Claims | 3      | 33775 | Faber Construction Corp                | 66,978.99  | City Of Stanwood                                |
| 1062                                                 | 03/17/2021 | Claims | 3      | 33776 | KPG                                    | 1,551.16   | City Of Stanwood                                |
| 1063                                                 | 03/17/2021 | Claims | 3      | 33777 | Office Depot                           | 388.52     | 36274097; 36274097; 36274097                    |
| 1064                                                 | 03/17/2021 | Claims | 3      | 33778 | PRI Management Group, Inc              | 250.00     | City Of Stanwood                                |
| 1065                                                 | 03/17/2021 | Claims | 3      | 33779 | PUD Of Snohomish County *              | 11,698.58  | 200208858; 202982351; 222277832; 220923312      |
| 1066                                                 | 03/17/2021 | Claims | 3      | 33780 | Pitney Bowes Inc- Global Financial Svc | 80.74      | 0013214658                                      |
| 1067                                                 | 03/17/2021 | Claims | 3      | 33781 | Puget Tech LLC                         | 2,784.00   | City Of Stanwood                                |
| 1068                                                 | 03/17/2021 | Claims | 3      | 33782 | Safetyshirtz                           | 5,965.89   | City Of Stanwood                                |
| 1069                                                 | 03/17/2021 | Claims | 3      | 33783 | Skagit Farmers Supply                  | 937.44     | 135052; 135052; 135052;                         |
| 1070                                                 | 03/17/2021 | Claims | 3      | 33784 | Everett Daily Herald/ Sound Publishing | 1,035.00   | 51439981                                        |
| 1071                                                 | 03/17/2021 | Claims | 3      | 33785 | Stanwood Camano News                   | 505.68     | 261981; 261981; 261981; 261981; 261981; 261981; |
| 1072                                                 | 03/17/2021 | Claims | 3      | 33786 | Strategies 360 Inc                     | 1,500.00   | City Of Stanwood                                |
| 1073                                                 | 03/17/2021 | Claims | 3      | 33787 | Summit Law Group                       | 99.00      | 20150-1 DAS                                     |
| 1074                                                 | 03/17/2021 | Claims | 3      | 33788 | USA Bluebook                           | 3,306.24   | 478228; 478228; 478228                          |
| 1075                                                 | 03/17/2021 | Claims | 3      | 33789 | Uline                                  | 3,626.34   | 9638073; 9638073                                |
| 1076                                                 | 03/17/2021 | Claims | 3      | 33790 | Verizon Wireless                       | 1,207.93   | 372541731-00001                                 |
| 1077                                                 | 03/17/2021 | Claims | 3      | 33791 | WA St Dept of Licensing *              | 1,692.00   | City Of Stanwood; City Of Stanwood              |
| 1078                                                 | 03/17/2021 | Claims | 3      | 33792 | WA St Dept of Transportation *         | 1,591.85   | 916001509                                       |
| 1079                                                 | 03/17/2021 | Claims | 3      | 33793 | Washington State Patrol *              | 119.25     | STA301                                          |
| 1080                                                 | 03/17/2021 | Claims | 3      | 33794 | Waste Management Skagit                | 154.18     | 8-34465-95001                                   |
| 1081                                                 | 03/17/2021 | Claims | 3      | 33795 | Western Systems                        | 1,577.72   | City Of Stanwood                                |
| 1082                                                 | 03/17/2021 | Claims | 3      | 33796 | Ziply Fiber                            | 1,245.26   | 206-188-0411-053105-5                           |
| 001 General Fund                                     |            |        |        |       |                                        | 46,280.54  |                                                 |
| 101 Street Fund                                      |            |        |        |       |                                        | 5,480.68   |                                                 |
| 103 Street Construction Fund                         |            |        |        |       |                                        | 6,171.16   |                                                 |
| 104 Park And Trail Improvement Fund                  |            |        |        |       |                                        | 355,187.29 |                                                 |
| 115 Tourism And Promotion DSC                        |            |        |        |       |                                        | 3,746.68   |                                                 |
| 401 Sewer Fund                                       |            |        |        |       |                                        | 27,430.17  |                                                 |
| 403 Sewer Construction Fund                          |            |        |        |       |                                        | 1,591.85   |                                                 |
| 410 Drainage Fund                                    |            |        |        |       |                                        | 5,082.42   |                                                 |
| 411 Drainage Construction Fund                       |            |        |        |       |                                        | 84,723.99  |                                                 |
| 421 Water Fund                                       |            |        |        |       |                                        | 13,370.18  |                                                 |
| 630 Agency Fund                                      |            |        |        |       |                                        | 1,821.71   |                                                 |
|                                                      |            |        |        |       |                                        | <hr/>      |                                                 |
|                                                      |            |        |        |       |                                        |            | Claims: 550,886.67                              |
| * Transaction Has Mixed Revenue And Expense Accounts |            |        |        |       |                                        | 550,886.67 |                                                 |

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

( ) Finance Director ( ) Auditing Officer Wendy Dowhower Date: Mar 17, 2021  
 ( ) Deputy Finance Director

# CHECK REGISTER

City Of Stanwood

Time: 16:25:20 Date: 03/17/2021

03/05/2021 To: 03/17/2021

Page: 1

| Trans | Date       | Type    | Acct # | Chk # | Claimant                                  | Amount    | Memo                                                                                                                                                                  |
|-------|------------|---------|--------|-------|-------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 876   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,715.27  | February 2021 Payroll                                                                                                                                                 |
| 877   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,208.39  | February 2021 Payroll                                                                                                                                                 |
| 878   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 1,476.46  | February 2021 Payroll                                                                                                                                                 |
| 879   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 2,373.15  | February 2021 Payroll                                                                                                                                                 |
| 880   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 2,099.11  | February 2021 Payroll                                                                                                                                                 |
| 881   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 13.64     | February 2021 Payroll                                                                                                                                                 |
| 882   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 1,300.20  | February 2021 Payroll                                                                                                                                                 |
| 883   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,329.89  | February 2021 Payroll                                                                                                                                                 |
| 884   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 6,606.57  | February 2021 Payroll                                                                                                                                                 |
| 885   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,807.68  | February 2021 Payroll                                                                                                                                                 |
| 886   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,408.19  | February 2021 Payroll                                                                                                                                                 |
| 887   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,161.30  | February 2021 Payroll                                                                                                                                                 |
| 888   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 7,666.10  | February 2021 Payroll                                                                                                                                                 |
| 889   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 908.01    | February 2021 Payroll                                                                                                                                                 |
| 890   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,076.81  | February 2021 Payroll                                                                                                                                                 |
| 891   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 748.88    | February 2021 Payroll                                                                                                                                                 |
| 892   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,206.13  | February 2021 Payroll                                                                                                                                                 |
| 893   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 5,835.17  | February 2021 Payroll                                                                                                                                                 |
| 894   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 5,985.42  | February 2021 Payroll                                                                                                                                                 |
| 895   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 390.93    | February 2021 Payroll                                                                                                                                                 |
| 896   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,828.95  | February 2021 Payroll                                                                                                                                                 |
| 897   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 5,910.87  | February 2021 Payroll                                                                                                                                                 |
| 898   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,301.82  | February 2021 Payroll                                                                                                                                                 |
| 899   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,632.94  | February 2021 Payroll                                                                                                                                                 |
| 900   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 390.93    | February 2021 Payroll                                                                                                                                                 |
| 901   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,679.50  | February 2021 Payroll                                                                                                                                                 |
| 902   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 2,971.08  | February 2021 Payroll                                                                                                                                                 |
| 903   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 341.01    | February 2021 Payroll                                                                                                                                                 |
| 904   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 391.01    | February 2021 Payroll                                                                                                                                                 |
| 905   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,995.83  | February 2021 Payroll                                                                                                                                                 |
| 906   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 1,313.92  | February 2021 Payroll                                                                                                                                                 |
| 907   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 5,429.52  | February 2021 Payroll                                                                                                                                                 |
| 908   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 2,408.07  | February 2021 Payroll                                                                                                                                                 |
| 909   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,681.94  | February 2021 Payroll                                                                                                                                                 |
| 910   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 391.09    | February 2021 Payroll                                                                                                                                                 |
| 911   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 2,440.08  | February 2021 Payroll                                                                                                                                                 |
| 912   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,727.06  | February 2021 Payroll                                                                                                                                                 |
| 913   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 3,054.64  | February 2021 Payroll                                                                                                                                                 |
| 914   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 2,611.45  | February 2021 Payroll                                                                                                                                                 |
| 915   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 4,237.41  | February 2021 Payroll                                                                                                                                                 |
| 916   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 390.93    | February 2021 Payroll                                                                                                                                                 |
| 917   | 03/08/2021 | Payroll | 3      | EFT   |                                           | 390.93    | February 2021 Payroll                                                                                                                                                 |
| 925   | 03/08/2021 | Payroll | 3      | EFT   | HSA Bank                                  | 1,541.00  | Pay Cycle(s) 03/08/2021 To<br>03/08/2021 - HSA Contributions<br>ER; Pay Cycle(s) 03/08/2021 To<br>03/08/2021 - HSA Contr EE<br>Over 55                                |
| 926   | 03/08/2021 | Payroll | 3      | EFT   | Internal Revenue Service (941)            | 57,802.51 | 941 Deposit for Pay Cycle(s)<br>03/08/2021 - 03/08/2021                                                                                                               |
| 927   | 03/08/2021 | Payroll | 3      | EFT   | WA St Department Of<br>Retirement Systems | 50,776.15 | Pay Cycle(s) 03/08/2021 To<br>03/08/2021 - PERS2; Pay<br>Cycle(s) 03/08/2021 To<br>03/08/2021 - PERS 3; Pay<br>Cycle(s) 03/08/2021 To<br>03/08/2021 - 457 - DRS (DCP) |
| 928   | 03/08/2021 | Payroll | 3      | 1818  | AFLAC                                     | 476.38    | Pay Cycle(s) 03/08/2021 To<br>03/08/2021 - AFLAC, Pre-Tax;<br>Pay Cycle(s) 03/08/2021 To<br>03/08/2021 - AFLAC, Post-Tax                                              |

# CHECK REGISTER

City Of Stanwood

Time: 16:25:20 Date: 03/17/2021

03/05/2021 To: 03/17/2021

Page: 2

| Trans | Date       | Type    | Acct # | Chk # | Claimant                                      | Amount     | Memo                                                                                                                                                                                                     |
|-------|------------|---------|--------|-------|-----------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 929   | 03/08/2021 | Payroll | 3      | 1819  | AWC Employee Benefit Trust                    | 22,681.44  | Pay Cycle(s) 03/08/2021 To 03/08/2021 - AWC - Health First 250; Pay Cycle(s) 03/08/2021 To 03/08/2021 - AWC- Dental J; Pay Cycle(s) 03/08/2021 To 03/08/2021 - AWC - Vision; Pay Cycle(s) 03/08/2021 To; |
| 930   | 03/08/2021 | Payroll | 3      | 1820  | Colonial Life Insurance                       | 66.75      | Pay Cycle(s) 03/08/2021 To 03/08/2021 - Colonial Life Ins                                                                                                                                                |
| 931   | 03/08/2021 | Payroll | 3      | 1821  | Hartford Retirement Plan Services             | 3,427.57   | Pay Cycle(s) 03/08/2021 To 03/08/2021 - 457 - MassMutual (Hartford); Pay Cycle(s) 03/08/2021 To 03/08/2021 - Roth 457(b)(MassMutual)                                                                     |
| 932   | 03/08/2021 | Payroll | 3      | 1822  | ICMA Retirement Trust                         | 2,520.95   | Pay Cycle(s) 03/08/2021 To 03/08/2021 - 457 - ICMA                                                                                                                                                       |
| 933   | 03/08/2021 | Payroll | 3      | 1823  | Legal Shield                                  | 37.90      | Pay Cycle(s) 03/08/2021 To 03/08/2021 - Legal Shield                                                                                                                                                     |
| 934   | 03/08/2021 | Payroll | 3      | 1824  | Navia Benefits                                | 137.50     | Pay Cycle(s) 03/08/2021 To 03/08/2021 - Medical FSA-S125; Pay Cycle(s) 03/08/2021 To 03/08/2021 - Navia Limited FSA                                                                                      |
| 935   | 03/08/2021 | Payroll | 3      | 1825  | Western Conference of Teamsters Pension Trust | 1,796.62   | Pay Cycle(s) 03/08/2021 To 03/08/2021 - WCTPP Contributions                                                                                                                                              |
| 936   | 03/08/2021 | Payroll | 3      | 1826  | Teamsters Union Local 231                     | 1,150.00   | Pay Cycle(s) 03/08/2021 To 03/08/2021 - Teamsters Dues                                                                                                                                                   |
| 937   | 03/08/2021 | Payroll | 3      | 1827  | Washington Teamsters Welfare Trust            | 27,038.50  | Pay Cycle(s) 03/08/2021 To 03/08/2021 - Teamsters Dental; Pay Cycle(s) 03/08/2021 To 03/08/2021 - Teamsters Medical                                                                                      |
|       |            |         |        |       |                                               | 141,063.52 | 001 General Fund                                                                                                                                                                                         |
|       |            |         |        |       |                                               | 26,022.18  | 101 Street Fund                                                                                                                                                                                          |
|       |            |         |        |       |                                               | 46,541.57  | 401 Sewer Fund                                                                                                                                                                                           |
|       |            |         |        |       |                                               | 25,836.76  | 410 Drainage Fund                                                                                                                                                                                        |
|       |            |         |        |       |                                               | 57,827.52  | 421 Water Fund                                                                                                                                                                                           |
|       |            |         |        |       |                                               | 297,291.55 | Payroll:                                                                                                                                                                                                 |
|       |            |         |        |       |                                               |            | 297,291.55                                                                                                                                                                                               |

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

( ) Finance Director ( ) Auditing Officer Wendy Dowhower  
 ( ) Deputy Finance Director

Date: Mar 17, 2021



**CITY OF STANWOOD  
COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7b  
**DATE:** March 25, 2021  
**SUBJECT:** City Council March 11, 2021 Regular Meeting Minutes  
**CONTACT PERSON:** Sara Robinson, City Clerk  
**ATTACHMENTS:** A – Council Regular Meeting Minutes

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**SUMMARY STATEMENT**

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

**RECOMMENDED MOTION**

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

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

**1. Call to Order**

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

**2. Roll Call**

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

Also present: Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Assistant Public Works Director Shawn Smith, Fire Chief John Cermak, Police Chief Rob Martin, Finance Director Scott James, Senior Accountant Wendy Dowhower, Senior Planner Amy Rusko, Assistant to the Administrator & Communications Krista Hintz Attorney Brett Vinson, City Administrator Jennifer Ferguson and City Clerk Sara Robinson.

**3. Approval of the Agenda**

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

**4. Presentation**

a. Introduction of New Employees

City Administrator Jennifer Ferguson announced the most recent new employees. Eric Hentilla was hired as the new Public Works Supervisor in charge of Parks, Streets and Drainage for the City. Alan Lytton was hired as Engineering Technician in the PW Engineering Division.

We will invite staff to come to another time for a formal introduction.

**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 101<sup>st</sup> Ave NW, Stanwood, WA

Topic – Lack of Council Action

Mr. Schmitt was having technical difficulty and was unable to speak.

## Stanwood City Council Meeting Minutes – March 11, 2021

### 6. Staff Reports

- a. Finance Report – Fourth Quarter 2020

### 7. Committee Reports

- a. Community Development Committee Meeting Minutes February 18, 2021
- b. Planning Commission Committee Meeting Minutes February 08, 2021
- c. Finance Committee Meeting Minutes February 25, 2021
- d. Economic Development Board Meeting Minutes – January 15, 2021
- e. Public Safety Committee Meeting Minutes – January 25, 2021

### 8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve February 25, 2021 Regular City Council Meeting Minutes
- c. Authorize the Mayor to Sign a Contract with Pellco Construction for the Lower Pioneer Highway Sewer Upgrades

*Motion by Councilmember White, Second by Councilmember Roberts, to approve the Consent Agenda items a thru c.*

*Motion carried unanimously.*

### 9. New Business

- a. First and Second Reading and Final Adoption – Ordinance 1495 2021-2022 Budget Amendment Number 1

Finance Director Scott James presented Ordinance 1495 which will amend the 2021-2022 Budget. 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, Adjust Capital Projects – Street, Sewer, Drainage and Park Construction Funds, Budget Adjustments to the General and Water funds. The 2021 – 2022 Budget Amendment #1 was reviewed by the Council Finance Committee, which recommends passage of the Amendment. Council discussed the Ordinance.

Motion by Councilmember Johnson, Second by Councilmember Shepro to approve the first and second reading and final adoption of Ordinance 1495 with exhibit A amending the 2021 - 2022 budget as presented.

## Stanwood City Council Meeting Minutes – March 11, 2021

*Councilmember Williams – Yes, Councilmember Johnson- Yes, Councilmember White – Yes, Councilmember Robb – Yes, Councilmember Pearce – Yes, Councilmember Roberts – Yes*  
*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 mentioned that the City is still looking for a Salary Commission member. There was a School Superintendent Recruiting Forum this afternoon. The best way to get involved is to take part in the survey located on the Stanwood Camano School District website.

#### **b. City Administrator's Report- .**

Jennifer Ferguson reported that Governor Inslee updated the Healthy Washington to County by County. We are all moving to Phase 3. Find more information about COVID on the City website and social media.

There is a new Report a Concern module on the City website. The concerns go directly to the proper staff for a response. If you have an emergency, please call 911.

The broadband action team will be meeting at the end of the month. Please complete the broadband survey. The link is located on the City website. This is how the State is collecting information. This will mean more dollars that come to our State for broadband funds.

There will be a Chamber Ribbon Cutting on March 23 at 8:00 am for the Country Store. The Civic Campus Workshop will be April 8. The date was moved to give staff additional time to gather further details and information. The intention is that everyone on the Council gets the same information. Please be mindful of time as staff might not be able to get back to you right away.

Follow Discover Stanwood Camano to get information about all upcoming events and happenings. Stanwood's own Savanah Woods will be on The Voice TV show on Monday night. Hope that everyone will be able to tune in to see her.

#### **Director Soundbites –**

Fire Chief Cermak said that Snohomish Health District has a greater amount of vaccines coming. They are ramping up and are doing a lot of work to get the vaccine out.

Police Chief Martin mentioned that there is a new Sargent on duty. He is very impressed with his work and considers him a great addition.

Community Development, Director Patricia Love mentioned that since the City Beautification Plan was approved staff has been busy. Thank you to Krista, Jennifer and Shawn. The Snow Geese Directional Signs will all be up in a few weeks.

Public Works Director, Kevin Hushagen gave a quick overview of the Public Works current projects. Public Works crews have been hard at it. They are great people and a great crew!

## Stanwood City Council Meeting Minutes – March 11, 2021

Finance Director, Scott James reported that the City has moved to a cloud-based program from Bias to Springbrook. This will go live mid-April.

Ferguson added that the Clean Sweep will be held on May 15. Watch the City website for more information.

### c. Councilmember Reports and Questions-

Councilmember Johnson asked if we can get an updated report / training on cybersecurity. He would like a refresher annually.

Jennifer noted that there was a recent phishing email that hit the City. There was also a recent Cyber Alert that came out. The County IT department is on it. We are well protected. IT is on the City 2021-2022 workplan.

Councilmember Roberts wanted to mention how wonderful the 80<sup>th</sup> and 284<sup>th</sup> Street intersection is now. The traffic calming is really working well. Community transit had a fatality shooting recently. The media requested a copy of the video so there may be something coming out on the news about it. The CEO of Community Transit is coming to Stanwood in a couple of weeks.

Councilmember Shepro asked about the progress of the Ballfields.

Shawn Smith reported that it is going well. There has been some change orders requested but it is going well. The parking lot repair will all depend on the weather.

Councilmember Williams announced that the Chamber is excited to be finalizing plans for the first event of the year. The Goose is Loose 5k Run on April 24! This is Great News!

## 12. Adjourn

The meeting was adjourned at 7:38 pm.

CITY OF STANWOOD

ATTEST:

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Elizabeth Callaghan, Mayor

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Sara Robinson, City Clerk



**CITY OF STANWOOD  
CITY COUNCIL  
AGENDA STAFF REPORT**

**ITEM:** 7c  
**DATE:** March 25, 2021  
**SUBJECT:** 2020 Transportation Benefit District Annual Report  
**CONTACT PERSON:** Scott James, Finance Director  
**ATTACHMENT(S):** A – 2020 Transportation Benefit District Annual Report

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**PURPOSE**

The purpose of this agenda item is for Council consideration of and review of the annual TBD report.

**BACKGROUND**

RCW 36.73.160 requires transportation benefit districts to issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.

In October 2015 the Stanwood City Council authorized the City Council's assumption of the Transportation Benefit District (TBD) board governance and oversight. Staff annually prepares an annual report on the uses and status of the transportation sales tax authorized by the TBD.

There is no fiscal impact. The TBD report is informational

**RECOMMENDATION**

1. Approve 2020 annual report.
2. Do not approve 2020 annual report.
3. Do not approve 2020 annual report and direct committee to provide additional information.

**RECOMMENDED MOTIOIN**

**MOTION TO RECEIVE AND APPROVE THE 2020 TRANSPORTATION BENEFIT DISTRICT'S ANNUAL REPORT**

**Stanwood Transportation Benefit District**  
**Sales Tax Fund - 2020 Annual Report**  
Presentation to City Council on March 25, 2021

**Report Purpose**

This report provides information on the status of the Stanwood Transportation Benefit District and Sales Tax Special Revenue Fund and fulfills the requirements of the State of Washington for an annual report.

Following is an excerpt from the relevant state law.

RCW 36.73.160(2): A district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.

**Background**

Cities and counties are authorized to form transportation benefit districts under state law (Chapter 36.73 RCW) for the purpose of funding transportation projects. A transportation benefit district may cover an entire city; if so, it must be governed by a board comprised of the same members that are on the city council. Funding may be from various sources, including an additional 0.2% sales tax designated for TBD purposes.

In late 2012, the Stanwood City Council adopted Ordinance No. 1328 to establish a transportation benefit district that could fund selected transportation projects.

In February 2013, a ballot measure was passed by the citizens of the City of Stanwood to increase the city's sales tax by two tenths of one percent (0.2%); the proceeds of the additional sales tax would go to the newly formed TBD Special Revenue Fund for the purpose of constructing and maintaining city streets. The sales tax increase became effective on July 1, 2013.

In 2015, Second Engrossed Substitute Senate Bill 5987 (2ESSB 5987) was passed by the State allowing cities to assume the rights, powers, functions and obligations of a transportation benefit districts. In October 2015, the Stanwood City Council conducted a public hearing and authorized the assumption of the TBD. Effective January 1, 2016, The Stanwood Transportation Benefit District governance and oversight was assumed by the City of Stanwood, and all assets and liabilities were transferred to City Fund 108, Transportation Sales Tax Fund.

**2020 Revenues**

In 2020, the Transportation Sales Tax Fund received \$561,210 in taxes, which is 17% higher than received in 2019. The fund also received interest of \$14,197, for total revenues of \$575,407.

**2020 Expenditures**

In 2020, Fund 108 paid \$315,998 in expenditures. A total of \$15,560 was paid for street maintenance salary and benefits and \$438 toward IT expenses. The fund also transferred \$300,000 to the street construction fund to support the city portion of Viking Way capital investment project.

**Ending Cash Reserves**

The Transportation Sales Tax Fund ended the 2020 year with cash reserves of \$640,983 to carry forward to 2021; as follows:

*2020 Ending Cash Reserves*

| Description               | Budget     | Actual     | Difference   |
|---------------------------|------------|------------|--------------|
| Beginning Cash Reserves   | \$ 381,574 | \$ 381,574 | \$ -         |
| Total Revenue             | \$ 307,500 | \$ 575,407 | \$ (267,907) |
| Total Resources Available | \$ 689,074 | \$ 956,981 | \$ (267,907) |
| Less Expenditures         | \$ 317,854 | \$ 315,998 | \$ 1,856     |
| Ending Cash Reserves      | \$ 371,220 | \$ 640,983 | \$ (269,763) |



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 7d

**DATE:** March 25, 2021

**SUBJECT:** SR 532 Traffic Analysis & Bypass Road Feasibility Study

**CONTACT PERSON:** Patricia Love, Community Development Director

**ATTACHMENTS:** A - Stanwood/Snohomish County SR 532 Multimodal Transportation Revisions and Feasibility Study with Scope of Work

B - Snohomish County Grant for a Feasibility Study for SR 532 roundabout and bypass for Old Pacific Hwy/102nd Ave

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### **PURPOSE**

The purpose of this agenda item is for Council acceptance of \$50,000 from two separate grant sources to fund the SR 532 bypass feasibility study. One grant is from the Washington State Department of Transportation in the amount of \$25,000 and the other is from Snohomish County in the amount of \$25,000.

### **BACKGROUND**

The City of Stanwood, in partnership with the Washington Department of Transportation, Snohomish County and Island County, is studying how to improve traffic flow on SR 532 from Camano Island to I-5, including possible roundabout locations. One of the project goals is determine how best to maintain adequate traffic operations for expected growth and while ensuring that Stanwood maintains its historic downtown sense-of-place.

In 2020 the City conducted an origins and destinations study using "Streetlight" data to better understand traffic volumes on SR 532 and where people are going. The study showed that approximately 20% of the daily traffic on SR 532 was heading north to Skagit County via 102nd Avenue or Pioneer Highway.

A bypass has been suggested as a possible way reduce traffic volumes on SR 532 between 102nd Avenue and I-5, thereby reducing the need for roadway widening in downtown Stanwood. Both WSDOT and Snohomish County is supportive of the concept

and are funding the bypass feasibility study to consider alignment options and understand intersection traffic operations at each bypass endpoint.

## **ANALYSIS**

In 2015 the City adopted its Transportation Plan which noted that several intersections in the downtown area would operate below the City's adopted Level of Service by 2035. As part of the SR 532 Beautification and Gateway project, the City began working with WSDOT and Island County on traffic flow, roundabout locations and access issues.

The purpose of these Grant Agreements is to expand on the 2015 Transportation Plan, by considering a bypass road west of Orchards Farm, identify low-cost corridor improvements and possible "bookend" roundabouts for the downtown area. The City of Stanwood will be acting as the lead agency on the Feasibility Study. We will be coordinating with WSDOT, Island County, Snohomish County, and the public to determine the best options for improving traffic flow on SR 532.

The SR 532 Bypass Feasibility Study will consider possible routes to reduce traffic volumes on SR 532 between 102nd Avenue and I-5. The bypass route(s) are intended to reduce the need for roadway widening in downtown Stanwood and preserve the City's historic downtown character. Work will include three major tasks:

### **Bypass Feasibility Analysis:**

Using the 2020 Streetlight origin and destination analysis, 2-3 potential Downtown Bypass alignments will be prepared. Along with the bypass routes, the analysis will evaluate potential "bookend" roundabouts nears Ovenell Park and 98th Avenue. The major purpose of this traffic analysis is to identify the type and scale of traffic control needed at each bypass terminus. Preliminary cost estimates for the preferred alignment will be prepared.

### **Develop Roadway Layout Concept Between Roundabouts:**

The purpose of this task is to consider roadway configurations on SR 532 between the proposed bypass locations and the roundabouts to determine how roadway would work between the two endpoints. The purpose is to provide cost effective concepts that will be used in future community outreach efforts.

### **Community Outreach:**

Three outreach efforts will be conducted to discuss bypass alignments and SR 532 roadway configurations. One major feature of the community outreach is to highlight how the Bypass may help to preserve a smaller SR 532 corridor through Stanwood Downtown, which would help achieve some of the livability goals in the downtown area. These outreach efforts include: 1) staff/project team virtual charette, 2) Stanwood City Council virtual work session, and 3) public virtual open house.

## FINANCIAL IMPACT

| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                      |                           |                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------|
| <p>Each year the City adopts a budget and Capital Improvement Program (CIP) consistent with each other. The 2021-2026 CIP includes the 106<sup>th</sup> Bypass project. \$300,000 is proposed in 2023 from TIB grant funds to begin design. Prior to starting design, a feasibility analysis is needed to determine alignment options, identify potential project constrains and constructability. WSDOT and Snohomish County have offered to fund the feasibility in 2021. WSDOT funds must be spent by the end of June 2021. Since the feasibility study will be fully funded with grant dollars it will not affect the city's 2021/2022 budget. There is no match requirement for these grants.</p> <p>TranspoGroup, the city's on-call transportation consultants, will prepare the study under the direction of the City. The scope of work, as described above in the analysis section, amounts to \$49,560.00. As the amount is under the City Administrators authorized authority amount, she will sign the task order with TranspoGroup once the Council accepts the grants. A budget amendment will be needed to add the additional \$50,000 grant funds.</p> |                                                                                                      |                           |                                                                                                         |
| <b>Fund(s):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 103 Street Construction                                                                              |                           |                                                                                                         |
| <b>Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00 in 2021 / 2022                                                                                | <b>Project Estimate:</b>  | \$49,560.00                                                                                             |
| <b>Budget Authorized</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New Grant Funding Opportunity | <b>Amendment Required</b> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Monitor |

### 2021-2026 Capital Improvement Plan project sheet for the 106<sup>th</sup> Avenue Bypass:

| City of Stanwood<br>Multi-Year Capital Project                                      |                           |                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project:</b>                                                                     | 106th Bypass              | <b>Project Overview:</b>                                                                                                                                                                                                                                                                                   |
| <b>Tracking Fund:</b>                                                               | 103 Street Construction   | This project will construct a bypass from Old Pacific Hwy/102nd Avenue. The project will consist of a roundabout at SR 532 and Ovenell Park and then provide a new road (106th Avenue) north, to 276th                                                                                                     |
| <b>Department:</b>                                                                  | Public Works              | <b>Justification:</b>                                                                                                                                                                                                                                                                                      |
| <b>Project Manager:</b>                                                             | Shawn Smith               |                                                                                                                                                                                                                                                                                                            |
| <b>Year Identified:</b>                                                             | 2021                      |                                                                                                                                                                                                                                                                                                            |
| <b>Completion Year:</b>                                                             | 2024                      | Safety and traffic flow improvement                                                                                                                                                                                                                                                                        |
| <b>Strategic or Master Plan Reference:</b>                                          | TIP                       | <b>Detailed Project Description:</b>                                                                                                                                                                                                                                                                       |
| <b>Program Reference:</b>                                                           | N/A                       | A roundabout will be constructed on SR 532 at the entrance to the Ovenell Park. A new road will be constructed to the north through an existing field. This road will connect into 102nd Avenue at the intersection of 276th St. There may be a roundabout or other intersection control at this location. |
| <b>Project Priority:</b>                                                            | N/A                       |                                                                                                                                                                                                                                                                                                            |
| <b>Project Score:</b>                                                               | N/A                       |                                                                                                                                                                                                                                                                                                            |
| <b>Asset Category:</b>                                                              | Streets                   |                                                                                                                                                                                                                                                                                                            |
| <b>Address/Location:</b>                                                            | SR532/Ovenell Park        | FUNDING SOURCES ARE PROPOSED TO BE TRANSPORTATION DEBT ISSUED WITH ANNUAL DEBT SERVICE PAYMENTS COVERED BY TRANSPORTATION BENEFIT DISTRICT (TBD) SALES TAX. SEE TBD CASHFLOW ANALYSIS                                                                                                                      |
| <b>Related Project(s):</b>                                                          | Ovenell Access Roundabout |                                                                                                                                                                                                                                                                                                            |
|  |                           | <b>Operating Impacts:</b>                                                                                                                                                                                                                                                                                  |

| Capital Budget                           | Previous Years       | 2020        | 2021        | 2022              | 2023              | 2024                | 2025        | 2026        | Total                   |
|------------------------------------------|----------------------|-------------|-------------|-------------------|-------------------|---------------------|-------------|-------------|-------------------------|
| Sources/Funding                          | Appropriated to Date | Budget      | Projection  | Projection        | Projection        | Projection          | Projection  | Projection  | Overall Project Sources |
| Grant - TIB                              |                      |             |             | \$ 330,000        |                   |                     |             |             | \$ 330,000              |
| Transfer in - from Impact Fees           |                      |             |             |                   | \$ 200,000        |                     |             |             | \$ 200,000              |
| Debt - Transportation                    |                      |             |             |                   | \$ 500,000        | \$ 2,470,000        |             |             | \$ 2,970,000            |
| <b>Total Sources</b>                     | <b>\$ -</b>          | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 330,000</b> | <b>\$ 700,000</b> | <b>\$ 2,470,000</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 3,500,000</b>     |
| Uses/Costs                               | Appropriated to Date | Budget      | Projection  | Projection        | Projection        | Projection          | Projection  | Projection  | Overall Project Uses    |
| Design, Engineering & Permitting         | \$ -                 | \$ -        | \$ -        | \$ 330,000        | \$ -              | \$ -                | \$ -        | \$ -        | \$ 330,000              |
| Acquisition & ROW                        | \$ -                 | \$ -        | \$ -        | \$ -              | \$ 700,000        | \$ -                | \$ -        | \$ -        | \$ 700,000              |
| Construction                             | \$ -                 | \$ -        | \$ -        | \$ -              | \$ -              | \$ 2,470,000        | \$ -        | \$ -        | \$ 2,470,000            |
| <b>Total Uses</b>                        | <b>\$ -</b>          | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 330,000</b> | <b>\$ 700,000</b> | <b>\$ 2,470,000</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 3,500,000</b>     |
| <b>Capital Sources Over (Under) Uses</b> | <b>\$ -</b>          | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>         | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b>             |

## **RECOMMENDATIONS**

### **Staff Recommendation:**

Staff recommends acceptances of the grants.

### **Committee / Board Recommendation:**

The Community Development Committee was briefed on the grants on March 11, 2021. The Committee was in favor of accepting the grants to keep progressing on the SR 532 traffic flow and design analysis.

## **CITY COUNCIL OPTIONS**

1. Accept both grants totaling \$50,000 for the SR 532 Bypass Feasibility Analysis.
2. Direct staff to make changes to the scope of work and/or cost provided for these services.
3. Do not accept the grants at this time.

## **RECOMMENDED MOTION**

1. **MOTION TO AUTHORIZE THE MAYOR TO THE SIGN THE GRANT CONTRACT WITH THE WASHINGTON DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$25,000 FOR THE PURPOSES OF PREPARING A SR 532 BYPASS FEASIBILITY STUDY.**
2. **MOTION TO AUTHORIZE THE MAYOR TO THE SIGN THE GRANT CONTRACT WITH SNOHOMISH COUNTY IN THE AMOUNT OF \$25,000 FOR THE PURPOSES OF PREPARING A SR 532 BYPASS FEASIBILITY STUDY.**

## **Exhibit A Project Title and Description**

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### ***Stanwood/Snohomish County – Downtown Bypass Feasibility and SR 532 Multimodal Transportation Revisions Study***

#### ***Background***

The purpose of this Study is to improve the SR 532 corridor through downtown Stanwood, MP 3.64-4.90. The downtown area is at the crossroads of Camano Island traffic, Snohomish County traffic, and Skagit County traffic but also serves as the heart of the local community. A series of possible strategies have been explored to balance the needs of moving traffic through downtown, while keeping the streetscape environment more conducive to walkable downtown experience. The purpose of this study is to understand if a bypass is a feasible strategy to achieving that balance for SR 532 in Stanwood. If a bypass is feasible, it would allow for flexibility for key lower-cost streetscape improvements to SR 532 in Downtown Stanwood. Community outreach would need to address both the bypass alignment directly and how the bypass would benefit the walkable downtown experience along SR 532.

A bypass has been suggested as a possible way shift eastbound left-turning traffic out of downtown, reducing the need for roadway widening in downtown. This analysis is to consider the feasibility of a Downtown Bypass, locate potential alignments, and understand intersection traffic operations at each bypass endpoint.

This scope builds on recent analysis in the area, including a previous traffic analysis (December 20, 2019 memorandum, Transpo Group), O-D Study (January 2021, Transpo Group), and WSDOT/State's analyses.

#### ***Study Tasks***

##### **Task 1 Bypass Feasibility Technical Analysis**

The City of Stanwood (Planning Agency) in consultation with their Consultant Team will develop aerial base maps with parcel boundaries shown that include 2 or 3 potential Downtown Bypass alignments. The southwestern terminus of the bypass would be in the vicinity of where Stanwood City Limits cross SR 532 (near Orchards Nursery). The northeastern terminus of the bypass would be in the vicinity of where Stanwood City Limits cross 102nd Ave NW (also known as Old Pacific Highway). Most, if not all, of the alignment would be in Snohomish County.

The Consultant Team will update the December 20, 2019, traffic analysis with the recent Streetlight origin-destination analysis and internal City discussions. The traffic analysis included an "2040 Alternative 4 – Bypass with Partial Access Control" scenario, which included "bookend" roundabouts at 98th Avenue NW and west of 104th Drive NW. The western roundabout would be the southwestern terminus of the Downtown Bypass. The updated traffic analysis would include one new scenario that removes the signal at SR 532/102nd Avenue NW and makes traffic shift adjustments based on the Streetlight origin-destination analysis. The major purpose of this traffic analysis update is to identify the type and scale of traffic control needed at each bypass terminus. The general "footprint" of each intersection will also be added to the aerial base maps. A high-level environmental scan to identify potential constraints and risks will be part of the feasibility analysis.

The Consultant Team will use these base maps in the Community Outreach (see Task 2). After getting feedback from the outreach efforts a preferred alignment will be chosen. The Consultant Team will develop a cost estimate for the preferred alignment (with each terminus intersection as a separate cost line item).

#### Task Assumptions

- *This task will provide general alignment and potential ROW extents.*
- *Future preliminary engineering design as part of a separate task order would include an environmental assessment of any feasible alignment.*

#### Consultant Deliverables

- *Maps with Downtown Bypass alignments and terminus intersection “footprints”*
- *Updated technical memorandum*
- *Planning-level cost estimate for Downtown Bypass alignment*

#### City Responsibilities

- *Review and comment on draft technical memorandum*

### **Task 2      Develop Roadway Layout Concepts**

Based on the technical analysis completed in Task 1 and concepts identified in the June 2015 Downtown Master Plan, we will further define a cross-section concept sketch between the two roundabouts. The purpose is to provide visual concepts to be used in the community outreach efforts in Task 3. The concepts should also focus on cost-effective solutions that would complement grant funding opportunities. The concepts may have various options, but should address the following:

- Any changes to the existing curb line
- Full connectivity for walking and rolling system users
- Location and traffic controls for crosswalks (crossing SR 532)
- Potential access restrictions for driveways and local streets
- Median treatments for access control and/or walking and rolling safety
- On-street parking changes
- Spot locations that emphasize multimodal nature of corridor

#### Task Assumptions

- *The planning-level concepts in this task are intended for illustrative purposes only to demonstrate the benefits of a Downtown Bypass for the Community Outreach in Task 3.*
- *Planning-level cost estimates are intended to guide City decision making on future CIP and grant opportunities. More detailed cost estimating would be part of a future preliminary engineering design task order.*
- *Layout extents will be from Bypass to 98th Ave NW and WSDOT will support conceptual development of roundabouts (in AutoCAD format) at the Bypass and 98th Ave NW.*

#### Consultant Deliverables

- *Maps/figures with Downtown Bypass alignments and terminus intersection layouts provided by WSDOT*
- *Planning-level cost estimate for SR 532 concept and potential phasing strategies*

#### City Responsibilities

- *Review and comment on draft maps/figures*

### **Task 3      Stakeholder Engagement**

This task relates to the to the stakeholder engagement efforts that will discuss bypass alignments and terminus intersections (listed below). To prepare for the community outreach the Consultant Team will conduct a two-hour Virtual Charette with the City, County, and WSDOT/STATE.:

- **Stanwood City Council Virtual Work Session:** Meeting with City Council
- **Online Open House: The Consultant Team** will support the City's staff in the development of an online public open house that provides opportunities for public comment. The Consultant Team will work with City staff to identify online meeting options for providing virtual participation. This online meeting will be open to the public for one month with comment collected during that time. This task will involve developing an online survey that can be linked to the City's website. Graphics developed under task 2 above will also be provided in electronic format for inclusion in online meeting. Website and short video to discuss bypass and downtown corridor.

One major feature of the community outreach is to highlight how this Downtown Bypass may help to preserve a smaller SR 532 corridor through Stanwood Downtown, which would help achieve some of the livability goals in the downtown area. Outreach will solicit feedback on potential phasing strategies.

#### Consultant Deliverables

- *City's social media/newsletter notifications*
- *Meeting materials for the outreach efforts*
- *Website setup and administration through length of project*

#### City Responsibilities

- *Coordination on meetings*
- *Coordination on website links*

### **Task 4      Develop Project Next Steps**

The purpose of this task is to develop project next steps. This will include creating defined projects that can be used to seek grant funding or other funding sources.

#### Consultant Deliverables

- *Refined maps/figures with Downtown Bypass alignments and terminus intersection "footprints" appropriate for grant applications*
- *Update technical memorandum to document community outreach, preferred alignment, and next steps*

#### City Responsibilities

- *Coordination on grant opportunities and application processes*

## Study Budget

WSDOT/STATE's contribution to this Study shall not exceed \$25,000.00.  
Estimated costs for all partners is:



### Cost Estimate Worksheet

| Number / Project Name            |
|----------------------------------|
| 1.21010.00 Stanwood Bypass Study |

Pay rates are effective from September 26, 2020 through June 25, 2021, within the ranges shown in the attachment.  
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

|           | Project Manager | Quality Control | Project Engineer | Project Engineer | Modeling | Project Engineer | CAD/ Graphics | Project Admin |
|-----------|-----------------|-----------------|------------------|------------------|----------|------------------|---------------|---------------|
| initials  | PBL             | RP              | BAS              | KBC              | BMT      | CD               | VM            | CLF           |
| job title | Prin L7         | soc Prin        | Eng L5           | Eng L2           | Eng L6   | PA L3            | Eng L1        | PA L3         |
| cost rate | \$255.00        | \$205.00        | \$185.00         | \$115.00         | \$195.00 | \$110.00         | \$110.00      | \$100.00      |

#### Labor:

|             | Work Task                                      |          |       |         |         |         |         |         | Hours | Cost     |
|-------------|------------------------------------------------|----------|-------|---------|---------|---------|---------|---------|-------|----------|
| 1           | Task 1 - Bypass Feasibility Technical Analysis | 8        |       | 8       | 20      | 10      |         | 24      | 2     | \$10,610 |
| 2           | Task 2 - Develop Roadway Layout Concepts       | 6        | 4     | 24      | 32      | 10      |         | 40      |       | \$16,820 |
| 3           | Task 3 - Stakeholder Engagement                |          |       |         |         |         |         |         |       |          |
| 4           | City Council Virtual Work Session              | 16       |       | 12      |         | 4       | 32      |         | 64    | \$10,600 |
| 5           | Online Open House                              | 8        |       |         |         |         | 40      |         | 48    | \$6,440  |
| 6           |                                                |          |       |         |         |         |         |         |       |          |
| 7           | Task 4 - Develop Project Next Steps            | 2        |       | 8       | 4       |         | 24      |         | 38    | \$5,090  |
| 8           |                                                |          |       |         |         |         |         |         |       |          |
| 9           |                                                |          |       |         |         |         |         |         |       |          |
| 10          |                                                |          |       |         |         |         |         |         |       |          |
| Total Hours |                                                | 40       | 4     | 52      | 56      | 24      | 72      | 88      | 2     | 338      |
| Labor Costs |                                                | \$10,200 | \$820 | \$9,620 | \$6,440 | \$4,680 | \$7,920 | \$9,680 | \$200 | \$49,560 |

#### Reimbursable Expenses:

| Item                               | Reimb. Cost |
|------------------------------------|-------------|
| 1 Application                      |             |
| 2 Business Meals                   |             |
| 3 Mileage                          |             |
| 4 Miscellaneous                    |             |
| 5 Models/Renderings/Photos         |             |
| 6 Parking                          |             |
| 7 Records Filing                   |             |
| 8 Registrations                    |             |
| 9 Reproductions                    |             |
| 10 Shipping/Courier                |             |
| 11 Website hosting                 | \$400       |
| 12 Supplies                        |             |
| 13 Traffic Accident Data           |             |
| 14 Traffic Count Vendors           |             |
| 15 Travel, Hotel, Taxi, & Air Fare |             |
| Sub Total                          | \$400       |
| Total                              | \$400       |

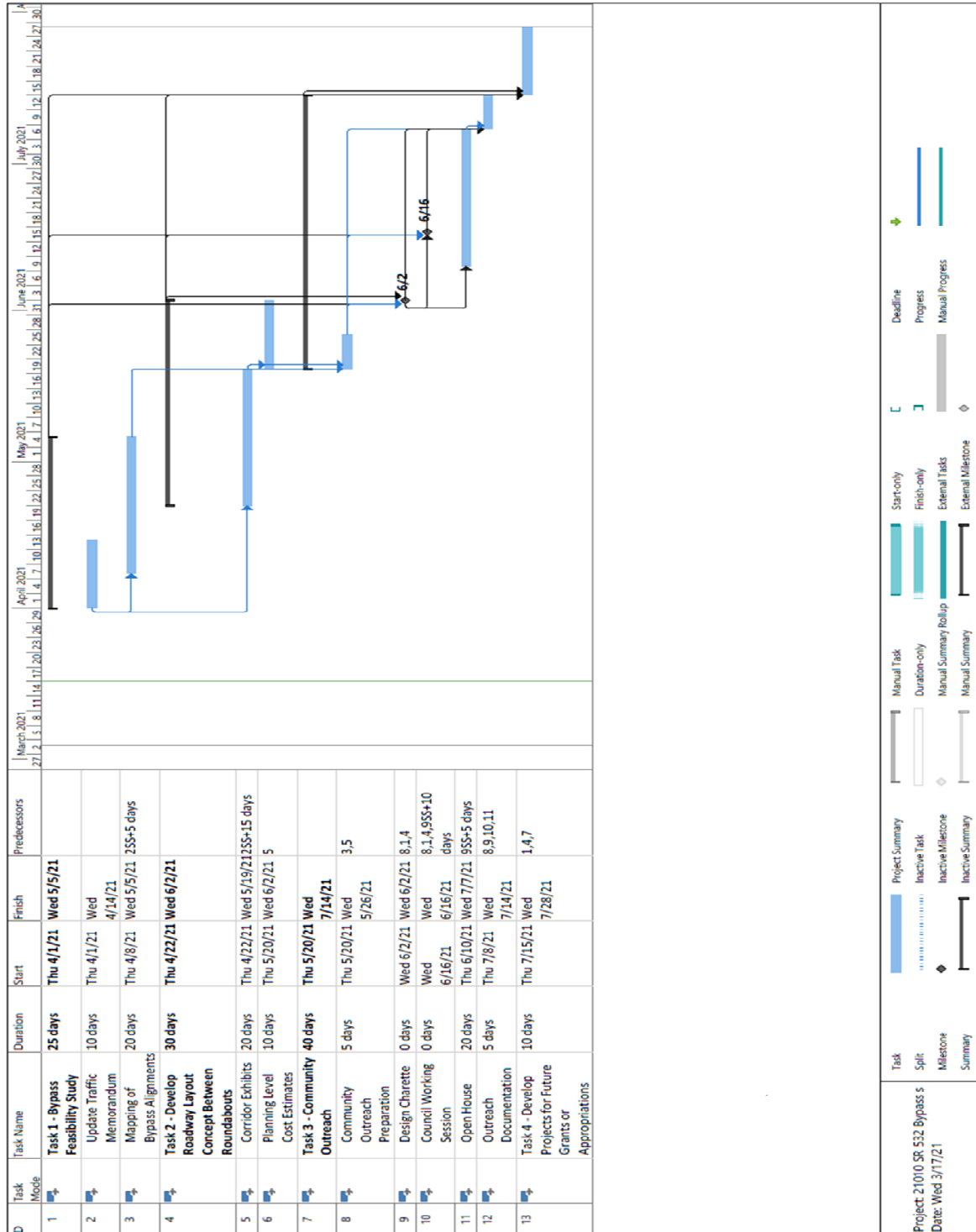
#### Subconsultants:

| Firm                      | Subs. Cost |
|---------------------------|------------|
| 1 Subconsultant A         |            |
| 2 Subconsultant B         |            |
| 3 Subconsultant C         |            |
| 4 Subconsultant D         |            |
| 5 Subconsultant E         |            |
| Sub Total                 | \$0        |
| Total (Cost + 15 percent) | \$0        |

|                       |                 |
|-----------------------|-----------------|
| <b>TOTAL ESTIMATE</b> | <b>\$49,960</b> |
|-----------------------|-----------------|

## Project Schedule

WSDOT/STATE's contribution to this Study shall not extend beyond June 30, 2021. Estimated schedule for all partners:



|                                                                                                                                                    |                                                                      |                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p align="center"><b>Special Transportation<br/>Planning Study Agreement</b></p> <p align="center">Work by Planning Organization - Actual Cost</p> |                                                                      | <p>Organization and Address</p> <p>City of Stanwood<br/>10220 270th Street NW<br/>Stanwood, WA 98292</p>                                                                            |
| <p>Agreement Number</p> <p align="center">GCB 3443</p>                                                                                             | <p>Total Amount Authorized</p> <p align="center">\$25,000.00</p>     | <p>Project Title and Description</p> <p>Stanwood/Snohomish County – Downtown Bypass<br/>Feasibility and SR 532 Multimodal Transportation<br/>Revisions Study. ( See Exhibit A.)</p> |
| <p>Project Manager</p> <p>Todd Carlson</p>                                                                                                         | <p>Agreement Expiration Date</p> <p align="center">June 30, 2021</p> |                                                                                                                                                                                     |

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "PLANNING AGENCY."

WHEREAS, the STATE and the PLANNING AGENCY recognize the need for the transportation planning project, described above, and

WHEREAS, it is deemed in the best interest of the STATE to participate in funding said project for the mutual benefit of local and state roadway planning in the area of the project, and

WHEREAS, the STATE and the PLANNING AGENCY now wish to define responsibility for preparation of the transportation planning project.

NOW THEREFORE, it is mutually agreed as follows:

#### **I Scope of Work**

The PLANNING AGENCY shall undertake the Transportation Planning Project described above, which shall include the tasks set forth in Exhibit "A," attached hereto.

#### **II Schedule**

The project period shall commence upon execution of this agreement and shall last until the expiration date listed above.

#### **III Payment**

The STATE agrees to reimburse the PLANNING AGENCY's actual direct and related indirect costs of the project. The maximum amount that the STATE shall reimburse the PLANNING AGENCY shall not exceed the "Total Amount Authorized" listed above. Payment by task shall be made as set forth in Exhibit "A." All costs must be consistent with the Federal cost principles contained in OMB Circular A-87.

The PLANNING AGENCY shall submit to the STATE requests for funds as they are expended on the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. The STATE shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

#### **IV Reports**

The PLANNING AGENCY shall, from time to time during the progress of the work, confer with the STATE. The PLANNING AGENCY shall prepare and present to the STATE an annual progress report. The report shall be completed and submitted to the STATE within 30 calendar days following the end of each fiscal year. The STATE however, reserves the right to request an interim report(s) during the fiscal year. The interim report(s) is due to the STATE within 21 calendar days of being notified in writing by the STATE. The interim report(s) shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim report(s) is not submitted in a timely manner.

Within 30 days after the conclusion of each fiscal year, the PLANNING AGENCY shall prepare and submit to the STATE an annual progress report. This annual report shall summarize work accomplished under the scope of work, costs incurred by work element, and shall identify any carryover of funds.

A final report documenting the planning project, including interim and task reports which provide documentation of all technical data and their analysis, shall be prepared by the PLANNING AGENCY. The PLANNING AGENCY shall submit five copies of the final report to the STATE for acceptance. This requirement for a final report may be waived in writing by the STATE.

**V**  
**Modifications**

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

**VI**  
**Audits, Inspection, and Retention of Records**

All project records in support of all costs incurred and actual expenditures kept by the PLANNING AGENCY are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the STATE.

The STATE, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the PLANNING AGENCY's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this contract. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the PLANNING AGENCY for three years after the STATE's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

In accordance with OMB Circular A-128 regulations, the PLANNING AGENCY is required to arrange for audit of funds expended.

**VII**  
**Termination**

If it is considered in the best interests of the STATE, the STATE may terminate this Agreement upon giving ten (10) days notice in writing to the PLANNING AGENCY. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the PLANNING AGENCY shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination.

**VIII**  
**Legal Relations**

The PLANNING AGENCY shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**IX**  
**Subcontracting**

The services of the PLANNING AGENCY are to be directed by the Project Manager identified above. The PLANNING AGENCY shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE, and the STATE shall review and approve the PLANNING AGENCY's consultant agreement prior to execution. The PLANNING AGENCY shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. The State reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

**X**  
**Travel**

Any out-of-state travel must have prior written approval of the STATE to be eligible for reimbursement. Current STATE travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

**XI**  
**Liability**

No liability shall attach to the STATE or the PLANNING AGENCY by reason of entering into this Agreement except as expressly provided herein.

**XII**  
**Independent Contractor**

The PLANNING AGENCY shall be deemed an independent contractor for all purposes and the employees of the PLANNING AGENCY or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

**XIII**  
**Equal Employment Opportunity**

The PLANNING AGENCY agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "C" attached hereto.

**XIV**  
**Severability**

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

**XV**  
**Equipment**

All equipment to be purchased under this Agreement shall be listed in the scope of work. All equipment must be purchased, managed, and disposed of in accordance with OMB Circular A-102 Attachment N.

**Exhibit C**  
**Title 6, Civil Rights Act of 1964**

During the performance of this Agreement, the Planning Agency, for itself, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. Compliance With Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.
2. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payment to the Consultant under the contract until the consultant complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as the State Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

**PLANNING AGENCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE**

By: \_\_\_\_\_  
Assistant Secretary/Regional Administrator

Date: \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE  
CITY OF STANWOOD FOR PROJECT FUNDING**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD FOR PROJECT FUNDING (this “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF STANWOOD, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

**RECITALS**

**A.** The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

**B.** The County Executive and the County Council have determined that it is consistent with the General Policy Plan and in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

**C.** The County Council approved Amended Ordinance 20-071, adopted November 10, 2020, which adopted the 2021-2026 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and which Amended Ordinance is included as Attachment A, incorporated herein by this reference; and

**D.** The County Council adopted the 2021 CIP Budget which included funding for certain capital improvement projects, including funding for the City of Stanwood’s Old Pacific Highway/102<sup>nd</sup> Ave., in an amount up to Twenty Five Thousand and no/100 Dollars (\$25,000) in County REET 2 funds (the “Funds”). The Funds will be directed for the purpose of funding a feasibility study for SR 532 roundabout and bypass for Old Pacific Hwy/102<sup>nd</sup> in Stanwood WA. Snohomish County Parks and Recreation Fund 309–Community Parks is included as Attachment B, incorporated herein by this reference; and

**E.** The City of Stanwood has provided the following: a written request to the County for the funds (Attachment C, incorporated herein by this reference); a description of the project (Attachment D, incorporated herein by this reference); a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference); a description of the City’s involvement and on-going role in planning, design, construction, maintenance, and operation of the Project (Attachment F, incorporated herein by this reference); Proof of Insurance (Attachment G, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan including the property and project (Attachment H, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the City wishes to accept the above-described Funds from the County.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the Funds to the City for a Feasibility Study for Old Pacific Hwy/102<sup>nd</sup> Ave: SR 532 roundabout and bypass for Old Pacific Hwy/102nd (the "Project") located in Stanwood WA (the "Property").

**2. Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2022, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

**3. Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen, Director  
Snohomish County Department of  
Parks, Recreation, and Tourism  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6617 phone  
(425) 388-6645 facsimile  
Tom.Teigen@snoco.org

City's Initial Administrator:

Jennifer Ferguson, City Administrator  
City of Stanwood  
10220 270<sup>th</sup> ST NW  
Stanwood WA 98292  
(360) 629-2181 x5209 phone  
Jennifer.Ferguson@ci.stanwood.wa.us

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

#### **4. Project Performance.**

4.1 Certification of Real Property Interest. The City represents to the County that the City owns the property upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 31, 2022, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Property, whichever comes first, the City shall install at the Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Property and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or the Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the park improvements at the Property accomplished through execution of the Project available to all County residents on the same terms as to residents of the City.

#### **5. Invoicing and Payment.**

5.1 Invoicing. Prior to December 31, 2022, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation

requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Twenty Five Thousand and no/100 Dollars (\$25,000.00).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

## **6. Independent Contractor.**

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

## **7. Indemnification/Hold Harmless.**

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents

from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and the execution of the Project contemplated by this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

#### **8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

#### **9. Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

## **10. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

## **11. Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **12. Early Termination.**

12.1 30 Days' Notice. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2022, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all

Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

**13. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

**14. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Miscellaneous.**

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

**CITY:**

City of Stanwood, a Washington  
municipal corporation

By \_\_\_\_\_  
Name: Dave Somers  
Title: Executive

By \_\_\_\_\_  
Name:  
Title:

**Attest/Authenticate**

By \_\_\_\_\_  
Name:  
Title:

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Office of the City Attorney

**Risk Management Review:**

\_\_\_\_\_  
Risk Management



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 8a

**DATE:** March 25, 2021

**SUBJECT:** Enhanced Service Facilities Interim Regulations

**CONTACT PERSON:** Patricia Love, Community Development Director

**ATTACHMENTS:** A – Enhanced Service Facilities Interim Regulations Ordinance 1493B

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### **PURPOSE**

The purpose of this agenda item is for Council to extend the interim zoning regulations prohibiting Enhanced Service Facilities (ESF) pursuant to Ordinance 1493 on October 15, 2020.

### **SUMMARY**

On October 15, 2020 the Stanwood City Council adopted interim zoning regulations prohibiting Enhanced Service Facilities (ESF) in the City. The purpose of these interim zoning regulations is to give city staff and the Planning Commission sufficient time to analyze the issue and make recommendations to the City Council on siting such facilities in the City. The council held a public hearing on the interim regulations on December 10, 2020 and the six-month interim regulations is set to expire on April 15, 2021.

The Planning Commission began working on the ESF regulations at their first meeting in January 2021 along with a review of the entire Stanwood Permitted Use Matrix. Due to the complexity of the issue, additional time is needed by the Planning Commission to finalize their review and forward a recommendation to the City Council on how best to regulate ESF's in the City of Stanwood.

### **BACKGROUND**

The State of Washington regulates Enhanced Service Facilities per RCW 70.79. An Enhanced Service Facility is defined as a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary. These facilities serve individuals 18 years of age or older with (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.

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

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

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

To avoid potential applications for Enhanced Service Facilities under the unclassified use criteria, the Council adopted interim zoning regulations prohibiting ESF's for a period of six months to give the Planning Commission time to consider appropriate zoning controls.

## **ANALYSIS**

The Planning Commission has been working on updating the City's permitted use matrix since January of 2021. This work includes evaluating zoning regulations for ESF's and other similar types of health care facilities.

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?

In February the Commission spent the majority of their meeting time reviewing staff's responses to these questions. In addition, staff has been working with the City Attorney on fully understanding the RCW's and WAC's regarding siting of ESF's which may require the city to allow them under certain circumstances. This information will be shared with Planning Commission in April.

Next steps include drafting the ordinance, conducting environmental review and holding hearings to gather public comments. These actions cannot be physically completed by April 15, 2021 and a time extension is necessary.

|                                                                                                                                                                             |                                                          |                           |                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|
| <b>Fiscal Impact</b>                                                                                                                                                        |                                                          |                           |                                                                                              |
| No direct financial impact. Staff continues to work on the draft regulations with the Planning Commission as part of the Community Development Department's 2021 work plan. |                                                          |                           |                                                                                              |
| <b>Fund(s):</b>                                                                                                                                                             | Staff Time                                               |                           |                                                                                              |
| <b>Amount:</b>                                                                                                                                                              | \$                                                       | <b>Project Estimate:</b>  | \$ -                                                                                         |
| <b>Budget Authorized</b>                                                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>Amendment Required</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Monitor |

## **RECOMMENDATIONS**

### **Staff Recommendation:**

Staff recommends that the Council review the first reading of Ordinance 1493B with regards to extending the interim regulations.

### **Committee/Board Recommendation:**

N/A; adoption of the interim regulations was an action of the City Council on October 15, 2020 and December 10, 2020.

## **CITY COUNCIL OPTIONS**

1. Accept the first reading of Ordinance 1493B, extending the Interim Enhanced Service Facilities Regulations for an additional six months to provide the Planning Commission time to hold a public hearing on the topic and to forward their recommendation to the City Council.
2. Do not adopt Ordinance 1493B.

## **PROPOSED MOTION**

**MOTION TO APPROVE THE FIRST READING OF ORDINANCE 1493B AS SET FORTH IN ATTACHMENT "A" EXTENDING THE INTERIM ENHANCED SERVICE FACILITIES REGULATIONS FOR AN ADDITIONAL SIX MONTHS AND PROCEED WITH THE SECOND AND FINAL READING OF THE ORDINANCE ON APRIL 8, 2021.**

**CITY OF STANWOOD  
WASHINGTON**

**ORDINANCE NO. 1493B**

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, RENEWING THE ADOPTED INTERIM DEVELOPMENT REGULATIONS AMENDING TITLE 17 OF THE STANWOOD MUNICIPAL CODE TO PROHIBIT THE FILING OF APPLICATIONS FOR LICENSES, PERMITS AND APPROVALS FOR ANY ENHANCED SERVICES FACILITY OR COMPARABLE BUSINESS IN THE CITY FOR AN ADDITIONAL SIX MONTHS, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, chapter 70.97 RCW provides for the licensing, operations and management of Enhanced Service Facilities in the State of Washington; and

**WHEREAS**, according to section 70.97.010 RCW, Enhanced Service Facilities is defined as a facility that provides support and services to persons for whom acute inpatient treatment is not medically necessary; and

**WHEREAS**, the City Council understands that Enhanced Service Facilities are needed throughout the State of Washington, however without proper zoning controls, permitting of such a facility in the City of Stanwood could result in potential negative impacts on the community;

**WHEREAS**, on October 15, 2020 the Stanwood City Council adopted Ordinance 1493 prohibiting Enhanced Service Facilities in the City of Stanwood for six-months and setting the date of December 10, 2020 for the public hearing on the interim regulations; and

**WHEREAS**, the City Council held a public hearing on December 10, 2020 and after taking public testimony, continued the interim regulations prohibiting Enhanced Service Facilities in the City and directed the Planning Commission and City staff to evaluate and provide recommendations on appropriate regulations for siting of Enhanced Services Facilities and comparable businesses within the City; and

**WHEREAS**, Ordinance 1493 expires on April 15, 2021; and

**WHEREAS**, RCW 35A.63.220 and 36.70A.390 authorize the renewal of interim regulations for an addition six-month period; and

**WHEREAS**, the City of Stanwood's Planning Commission has held three meetings on the topic since January 2021 which included an initial review of the overall topic, evaluation of similar type uses in Stanwood and the surrounding area, and review

of the city's existing zoning code related to health care facilities; and

**WHEREAS**, additional time is needed for the Stanwood Planning Commission to evaluate appropriate zoning regulations regarding the placement of Enhanced Service Facilities in the city; and

**WHEREAS**, the City Council desires to extend the interim regulations on the acceptance of land use applications for Enhanced Services Facilities as defined in RCW 70.97.010 for an additional six months in order to preserve the status quo while the Planning Commission and the City Council evaluate and consider appropriate zoning regulations for Enhanced Services Facilities and comparable businesses within the City.

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

**Section 1. Findings of Fact.** The "whereas" recitals as listed above are adopted as findings of fact as if fully set forth herein.

**Section 2. Duration.** Ordinance 1493, Enhanced Service Facilities Interim Zoning Regulations, shall remain in full force and effect as adopted on October 15, 2020 and shall remain in effect until October 15, 2021, unless repealed, extended or modified by the City Council after subsequent public hearing pursuant to RCW 35A.63.220 or 36.70A.390.

**Section 3. Work Plan Established.** The Planning Commission, with the assistance of city staff shall, during the term of this ordinance extension, analyze appropriate zones and regulations to determine how best to regulate Enhanced Services Facilities. The Commission shall deliver their recommendations to the Stanwood City Council prior to the expiration of the moratorium herein.

**Section 4. Severability - Construction.** If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance. If the provisions of this ordinance are found to be inconsistent with other provisions of the Stanwood Municipal Code, the provisions of this ordinance shall control.

**Section 5. Effective Date.** This ordinance 1493B adopts Findings of Fact as was required when the Council approved Ordinance 1493 which took full force and effective upon immediately upon passage as it was approved by a majority plus one of the entire membership of the City Council, as required by RCW 35A.12.130.

**PASSED AND APPROVED** by the Stanwood City Council this 8th day of April 8, 2021.

CITY OF STANWOOD

\_\_\_\_\_  
Elizabeth Callaghan, Mayor

ATTEST:

By: \_\_\_\_\_  
Sara Robinson  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brett Vinson, City Attorney

Date of Publication: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 9a  
**DATE:** March 25, 2021  
**SUBJECT:** Parks and Recreation Feasibility Study  
**CONTACT PERSON:** Patricia Love, Community Development Director  
**ATTACHMENTS:** A – Berk Consulting Inc. Professional Service Agreement

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### **PURPOSE**

The purpose of this agenda item is for Council to approve a professional service agreement with Berk Consulting Inc., in the amount of \$60,100 to prepare the Stanwood Park and Recreation Feasibility Study.

### **SUMMARY**

The 2021 / 2022 biennial budget and associated work plan includes the development of a Parks and Recreation Feasibility Study. The purpose of this study is to help the City determine how best to provide park and recreational services to the Stanwood / Camano community.

A Request for Proposals (RFP) was prepared and advertised for three weeks in January. Two proposals were submitted. Both firms were interviewed, and the interview committee selected Berk Consulting Inc., as the best fit for the City and to accomplish the project goals.

### **BACKGROUND**

For several years, the Parks and Trails Advisory Committee (PTAC) and members of the public have been requesting that the City hire a full time Parks and Recreation Director. However, prior to hiring a Director and/or staffing a new department, the City needs a plan and vision for what the future of parks and recreation may look like in the community, what types of service models should be considered, and a funding mechanism to support recreational programming.

The 2019 community survey responses placed a high priority on future parks and recreation program planning in Stanwood. Top priorities included trails and waterfront access. With the growth of Stanwood and the community's desire for robust parks and recreation services and facilities, the Parks and Recreation Feasibility Study will evaluate

what a future park and recreation program or department could look like and what types of services could / should be provided in Stanwood.

## **ANALYSIS**

The current method of providing parks, recreational and special events programs to the community involves multiple City departments: The Planning Department supports the PTAC and park planning; Public Works schedules use of the park facilities and provides on-going park maintenance; and the Executive Department supports the Economic Development Board (EDB), oversees our Discover Stanwood Camano special event planning and tourism initiatives.

The Parks and Recreation Feasibility Study is intended to reimagine how park and recreational services are provided and funded in Stanwood. Concepts listed in the RFP include year-round park and recreation services, planned special tourism related events around seasonal interests, and a combination of indoor and outdoor recreational activities geared towards multi-generational interests.

Goals of the feasibility study will be to evaluate on how best to provide community recreational opportunities and enhance tourism draw to the area. It is anticipated that the final solution may need to be implemented in a phased approach. Work to be completed under the Berk Scope of Work includes:

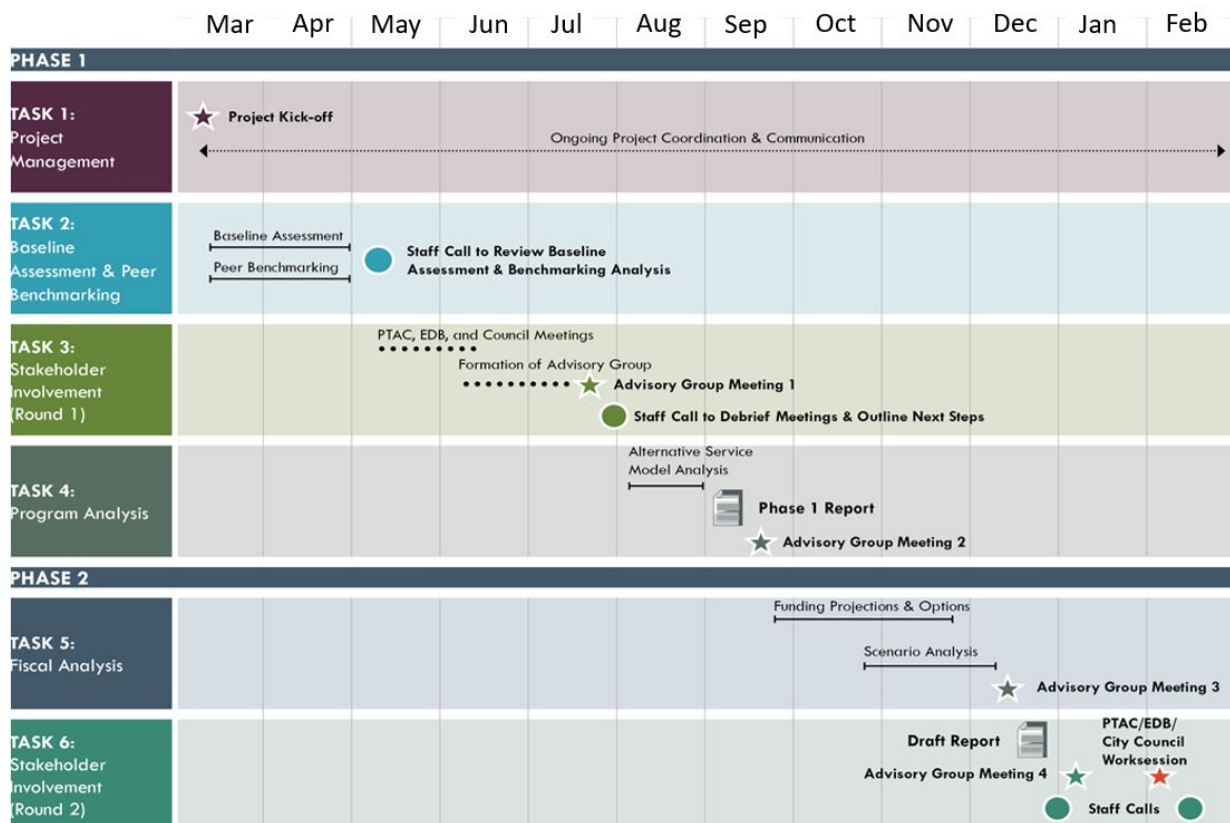
| <b>Task</b>                                             | <b>Work Element</b>                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Baseline Assessment and Peer Benchmarking</i></b> | Identify and assess the City's existing parks and recreation service model to develop a baseline of the City's current parks and recreation operations; once a baseline has been prepared it will be compared to other similar jurisdictions service models and level of service.                                                      |
| <b><i>Stakeholder Involvement – Round 1</i></b>         | Hold meetings with the City's Parks and Trails Advisory Committee (PTAC), Economic Development Board (EDB), Advisory Group and City Council to gain a full understanding of program objectives.                                                                                                                                        |
| <b><i>Program Analysis</i></b>                          | Develop up to three alternative parks and recreation service models for further analysis. One of the options will be continuation of the current decentralized model and other models will consider different augmentations of service. Service models will consider resource efficiency, level of service and ease of implementation. |

| Task                                                      | Work Element                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Fiscal Analysis</i></b>                             | <p>Prepare a financial analysis that includes the following work elements:</p> <ul style="list-style-type: none"> <li>▪ Project anticipated revenues for current parks and recreation funding sources to estimate expected available future resources</li> <li>▪ Identify potential new funding options, such as the formation of a metropolitan park district, as well as revenue sources that are currently available but not being used for parks and recreation services</li> <li>▪ Provide planning-level estimates for anticipated revenues of potential new funding sources</li> <li>▪ Identify three scenarios for more comprehensive analysis. Scenario identification will include assumptions around future population growth, funding availability, and economic conditions; determination of specific services to be delivered and refined estimates of start-up costs and on-going operational costs.</li> <li>▪ Identify the funding levels and funding sources necessary to implement each of the three alternative service models</li> </ul> |
| <b>Stakeholder (Round 2) Involvement and Final Report</b> | <p>Prepare draft report summarizing the funding and cost analysis. A final meeting with the advisory group will be held to review the draft report findings and prepare a recommendation to City Council on a recreation service model. Present recommendations to City Council at a work-session.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

Once the Council selects a level of service alternative, an amendment to this contract, including a possible budget amendment, will be necessary to conduct further financial analyses into the type of recreational and tourism events should be provided. It would also look at phased implementation options, cost and staffing needs based on the type of recreation programming and tourism events offered.

Staff is also asking Council to select a councilmember to participate as a member of the Advisory Group. This Group will review comments and suggestions by the PTAC, Economic Development Board and city staff; they would then forward their comments and recommendations to the full Council. Advisory Group membership may include representation from PTAC, EDB, Planning Commission, Council, Chamber of Commerce, and others as suggested by the Mayor or Council. We envision the maximum size of this group ranging between 7 – 10 members.

## Proposed Tentative Schedule:



## FINANCIAL ANALYSIS

| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                       |                           |                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------|
| <p>The 2021 / 2022 budget and work plan include two planning projects: Parks &amp; Recreation Feasibility Study and City Strategic Plan. The Feasibility Study is allocated in the Community Development Department's Professional Services budget for a total of \$25,000. The Executive Department allocation of \$35,000 in professional services for the Strategic Plan. When the budget was developed and adopted, the cost of a feasibility study was not known and since the feasibility study is a high priority, staff is recommending to delay the Strategic Plan until 2022 and use the budget allocation to support the feasibility Study. No budget amendment would be required.</p> |                                                                                                                       |                           |                                                                                                         |
| <b>Fund(s):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Community Development Professional Services: 558.60.41.00<br>Executive Department Professional Services: 514.23.41.00 |                           |                                                                                                         |
| <b>Amount:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$60,000                                                                                                              | <b>Project Estimate:</b>  | \$60,100.00                                                                                             |
| <b>Budget Authorized</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                   | <b>Amendment Required</b> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Monitor |

## **RECOMMENDATIONS**

### **Staff Recommendation:**

Staff recommends that the Council review and approve the professional services agreement with Berk Consulting Inc., to prepare the Stanwood Park and Recreation Feasibility Study. Per Stanwood Financial Policy, the proposed contract is under the commitment authority for staff to execute and proceed; however, staff believes the project study should be provided for Council discussion and transparency.

### **Committee/Board Recommendation:**

N/A; The Parks and Recreation Feasibility Study is a budgeted item and included in the 2021-2022 work plan. Periodic updates on the status of the evaluation process has been provided to Council during their regularly scheduled meetings.

## **CITY COUNCIL OPTIONS**

1. Per Stanwood Financial Policy, support the City Administrator's execution of the professional service agreement and the associated scope of work as contained in Attachment A with Berk Consulting Inc., in the amount of \$60,100 to prepare the Stanwood Park and Recreation Feasibility Study.
2. Direct staff to make changes to the scope of work and/or cost provided for these services.
3. Reject the proposed scope of work and delay implementation of the Stanwood Park Feasibility Study.

## **PROPOSED MOTION**

1. **MOTION TO APPROVE THE PROFESSIONAL SERVICE AGREEMENT AND SCOPE OF WORK IN ATTACHMENT "A" WITH BERK CONSULTING INC., IN THE AMOUNT OF \$60,100 TO PREPARE THE STANWOOD PARK AND RECREATION FEASIBILITY STUDY.**
2. **MOTION TO APPOINT COUNCILMEMBER \_\_\_\_\_ TO PARTICIPATE ON THE PARK AND RECREATION FEASIBILITY STUDY ADVISORY GROUP.**

# City of Stanwood Parks and Recreation Feasibility Study

## Scope of Work and Budget

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### Scope of Work

#### **Phase 1: Options Identification**

##### TASK 1: PROJECT MANAGEMENT

BERK staff will host a virtual kick-off meeting with the Stanwood project team to review project timeline, scope, and goals. This task will also include development and review of the overall project plan, including the decision points and connections between decision-making and advisory groups. Throughout the course of this effort, BERK's Project Manager will act as the primary contact with the City and remain in regular communication with Stanwood's Project Manager.

##### *Task 1 Deliverables*

- Project kick-off and Project Plan
- On-going project management

##### TASK 2: BASELINE ASSESSMENT AND PEER BENCHMARKING

BERK will identify and assess the City's existing parks and recreation service model to develop a baseline of the City's current parks and recreation operations. We will consult with City staff and reference existing City documents and data such as the City's 2018 Parks, Recreation, and Open Space (PROS) Plan and financial reports and budgets. This baseline assessment will include a review and inventory of the City's current parks and recreation organization structure and functions, revenues and expenditures, facilities and acreage, assets and equipment, current maintenance levels of service, staff capacity, as well as the City's tourism/special event and recreation programming levels.

Along with the baseline assessment, we will collaborate with City staff to identify comparison jurisdictions against which to measure Stanwood's baseline parks and recreation service model and level of service. Comparison jurisdictions will be benchmarked across a range of aspects, such as:

- Park system acreage and inventory.
- Recreation and special event programming levels.
- Annual parks and recreation operations and maintenance spending per capita.

- Staffing (total FTE) and total spending.

Benchmarking will help inform stakeholder involvement in Task 2 and, ultimately, the development of alternative service models in Task 3. Additionally, benchmarking may identify additional public or private partnership opportunities available to the City.

### *Task 2 Deliverables*

- Draft and final Baseline Assessment and Peer Benchmarking Analysis
- Call with staff to review Baseline Assessment and Peer Benchmarking Analysis

## TASK 3: STAKEHOLDER INVOLVEMENT (ROUND 1)

**Document Review and Engagement of Existing Bodies.** The BERK team will review existing materials such as community survey results, the PROS Plan, Non-Motorized Transportation Plan, and the most recent capital project list. We will also hold meetings with the City’s Parks and Trails Advisory Committee (PTAC), Economic Development Board (EDB), and City Council to explore:

- Desired role of parks and recreation programming, facilities, and amenities in Stanwood and desired service population(s).
- Potential partnerships for capital investment as well as for parks and recreation programming.
- Potential levels of potential service provision. These exploratory conversations would not focus on quantitative levels of service, but engage participants in brainstorming what robust or moderate service provision would look like compared with existing levels of service provision.
- Potential members for an Advisory Group (described below).

These meetings will be informed by the analysis completed in Task 1 to provide stakeholders with context of the City’s current service model and the types of services comparison jurisdictions are able to provide.

**Parks and Recreation Advisory Group.** BERK will support the City in forming and convening a Advisory Group consisting of stakeholders across the greater Stanwood Camano community including elected officials and members of the PTAC and EDB, community organizations, local business owners, etc. The formation of this Advisory Group is intended to allow for greater long term buy-in on the direction of the City’s future park and recreation operations within the greater Stanwood Camano community. This might be especially beneficial if a voter approved funding mechanism, such as the formation of a metropolitan parks district, is pursued in the future.

Task 3 will feature the first meeting of the **Advisory Group**, with the agenda focused on:

- Review of the group’s charge and workplan.
- Review of background material, including baseline assessment and peer benchmarking results.
- Consideration of next steps.

### *Task 3 Deliverables*

- One meeting each with the PTAC, EDB, and City Council

- Formation of Advisory Group
- Meeting 1 with Advisory Group.
- Call with staff to debrief stakeholder meetings and outline next steps

## TASK 4: PROGRAM ANALYSIS

### Alternative Service Model Analysis

Building on the analysis from Task 2 and input from stakeholders from Task 3, BERK will develop up to three alternative parks and recreation service models for further analysis. We anticipate that one of the options will be continuation of the current decentralized model and other models will consider different augmentations of service. For each model, we will:

- Outline organizational structure and capacity.
- Identify staffing, equipment, and other operating needs.
- Estimate order-of-magnitude costs.
- Present of the range of services that could be supported, including parks planning and maintenance and recreation programming.

Alternative service models will be scored based on criteria developed with City staff, likely including:

- Resource efficiency.
- Level of service.
- Ease of implementation.

The second meeting of the **Advisory Group** will focus on review of draft analysis of each alternative service model.

### Draft Report

Our Phase 1 Report will summarize the baseline assessment, stakeholder involvement, peer benchmarking, and service model analysis. This will document assumptions, process, findings, and the results of our evaluation of alternative service models. BERK will support the City in holding and facilitating a second meeting with the Advisory Group to review the results from Phase 1 Report and solicit feedback.

### Task 4 Deliverables

- Draft Alternative Service Model Analysis
- Call with staff to review Alternative Service Model Analysis
- Meeting 2 with Advisory Group
- Draft and final Phase 1 Report
- Call with staff to review draft Phase 1 Report

## Phase 2: Financial Feasibility & Implementation

### TASK 5: FISCAL ANALYSIS

#### Funding Projections and Options

BERK will review current parks and recreation operational and capital funding sources, as well as historical revenues by source. We will then project anticipated revenues for current parks and recreation funding sources to estimate expected available future resources.

BERK will also identify potential new funding options, such as the formation of a metropolitan park district, as well as revenue sources that are currently available but not being used for parks and recreation services. BERK will provide planning-level estimates for anticipated revenues of potential new funding sources. In addition to relative expected revenues, BERK will outline the associated pros and cons of each potential funding source.

To the extent possible, BERK will evaluate potential partnership opportunities and options for the City to consider, such as usage of non-City owned public or private facilities, that may increase or enhance the City's park and recreation service offerings.

#### Scenario Analysis

Based on feedback received on the options developed in Phase 1, BERK will work with City staff to identify three scenarios for more comprehensive analysis. Scenario identification will include:

- Assumptions around future population growth, funding availability, and economic conditions.
- Determination of specific services to be delivered.
- Refined estimates of start-up costs and on-going operational costs (e.g., staffing, equipment, and other operating needs).

We will identify costing based on the development of future growth and use scenarios which will be phased over current, short-term, medium-term, and long-term periods.

BERK will then identify the funding levels and funding sources necessary to implement each of the three alternative service models in each phase. The final result will be three phased scenarios with aligned services, staff and operations capacity, and funding. BERK will support the City in holding and facilitating a third meeting with the Advisory Group to review the results from the Funding Projections and Options as well as Scenario Analysis.

The third meeting of the **Advisory Group** will feature review of draft fiscal analysis.

#### Task 5 Deliverables

- Draft Funding Projections and Options
- Draft Scenario Analysis
- Meeting 3 with Advisory Group

## TASK 6: STAKEHOLDER INVOLVEMENT (ROUND 2) AND FINAL REPORT DEVELOPMENT

BERK will draft a Phase 2 report that summarizes the additional funding and cost analysis conducted in Task 5. We will support the City in holding and facilitating a fourth meeting with the **Advisory Group** to review the draft Phase 2 report findings and prepare for presenting them in a Council worksession. The intent of this meeting is to solicit feedback from the Advisory Group on the analysis as well as to help the Advisory Group develop recommendations for the City's future parks and recreation service model.

After meeting with the Advisory Group, BERK will support the City in working with the Advisory Group to hold a City Council worksession, with participation by Advisory Group members and the possible invitation of PTAC and EDB members. We will support sharing the findings of the Phase 1 and Phase 2 reports and provide recommendations for the City to pursue around future parks and recreation operations.

BERK will then revise and finalize the Phase 2 report and combine with final Phase 1 report as the Final Report.

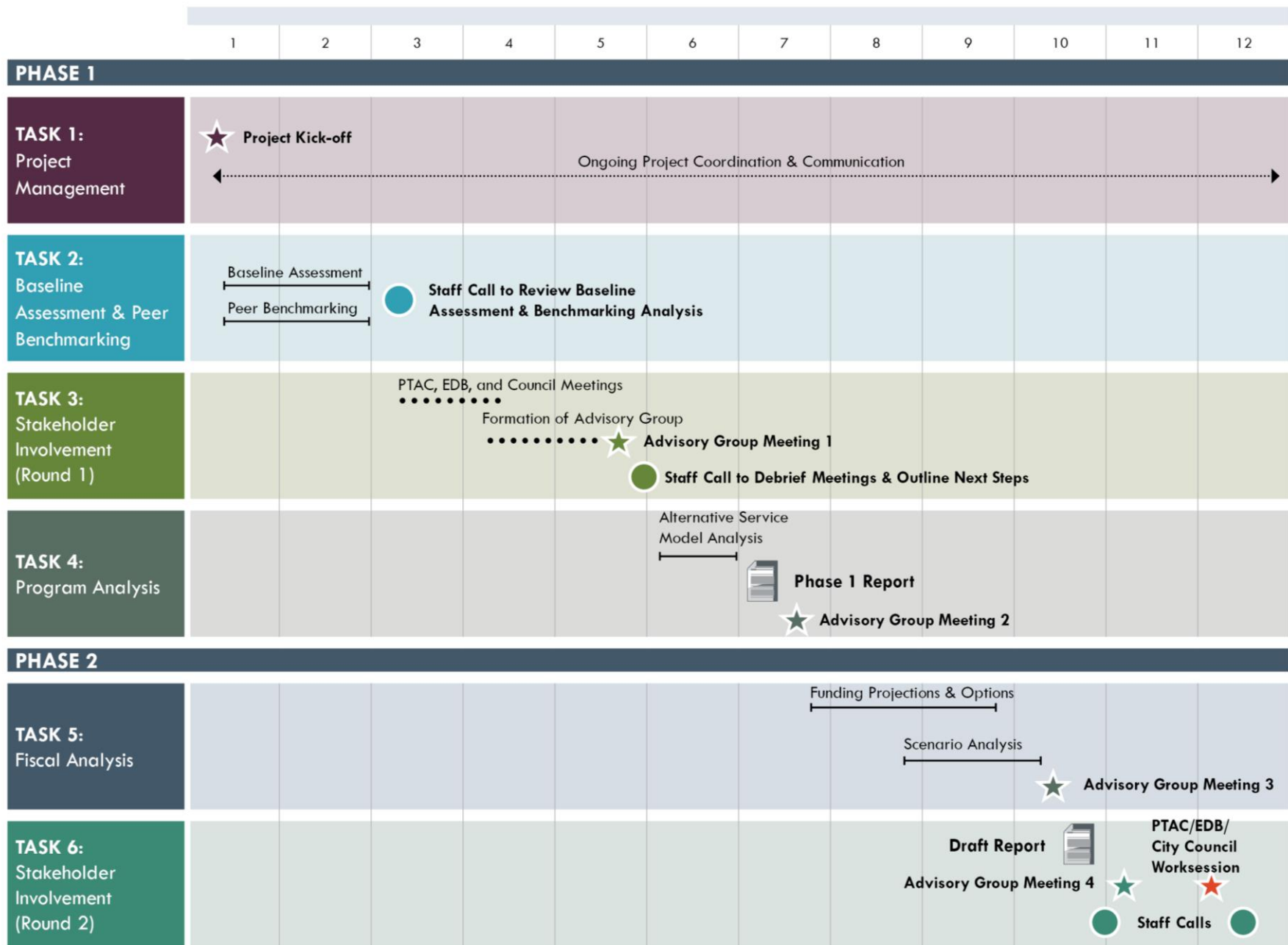
### *Task 6 Deliverables*

- Draft Phase 2 Report
- Call with staff to review draft Phase 2 Report
- Meeting 4 with Advisory Group
- Worksession with PTAC, EDB, Stakeholder Work Group, and City Council
- Call with staff to discuss feedback from worksession
- Final Report

# Budget and Timeline

|                                                                              | Brian Murphy<br>Project Director | Jason Hennessy<br>Project Manager | Jay Shih<br>Analyst | Benjamin Silver<br>GIS Analyst | Total Hours and<br>Estimated Cost<br>by Task |
|------------------------------------------------------------------------------|----------------------------------|-----------------------------------|---------------------|--------------------------------|----------------------------------------------|
| 2021 Hourly Rate                                                             | \$250                            | \$170                             | \$140               | \$160                          |                                              |
| <b>Phase 1: Options Identification</b>                                       |                                  |                                   |                     |                                |                                              |
| <b>Task 1: Project Management</b>                                            |                                  |                                   |                     |                                |                                              |
| Project Call: Kickoff & Project Plan                                         | 2                                | 4                                 | 2                   |                                |                                              |
| Ongoing Project Management                                                   | 2                                | 6                                 | 2                   |                                |                                              |
| <b>Subtotal</b>                                                              | <b>4</b>                         | <b>10</b>                         | <b>4</b>            | <b>0</b>                       | <b>18</b>                                    |
|                                                                              |                                  |                                   |                     |                                | <b>\$3,260</b>                               |
| <b>Task 2: Baseline Assessment and Peer Benchmarking</b>                     |                                  |                                   |                     |                                |                                              |
| Review of Existing Plans and Data                                            | 2                                | 2                                 | 2                   |                                |                                              |
| Baseline Assessment                                                          | 1                                | 8                                 | 14                  | 4                              |                                              |
| Peer Benchmarking                                                            |                                  | 4                                 | 10                  |                                |                                              |
| Project Call: Review of Baseline Assessment, Peer Benchmarking, & Next Steps | 1                                | 2                                 | 2                   |                                |                                              |
| <b>Subtotal</b>                                                              | <b>4</b>                         | <b>16</b>                         | <b>28</b>           | <b>4</b>                       | <b>52</b>                                    |
|                                                                              |                                  |                                   |                     |                                | <b>\$8,280</b>                               |
| <b>Task 3: Stakeholder Involvement (Round 1)</b>                             |                                  |                                   |                     |                                |                                              |
| Parks and Trails Advisory Committee Interview & Discussion                   |                                  | 2                                 | 2                   |                                |                                              |
| Economic Development Board Interview & Discussion                            |                                  | 2                                 | 2                   |                                |                                              |
| City Council Interview & Discussion                                          | 2                                | 2                                 |                     |                                |                                              |
| Advisory Group Meeting 1: Formation & Initial Meeting                        | 5                                | 2                                 | 4                   |                                |                                              |
| Project Call: Debrief & Next Steps                                           | 2                                | 2                                 | 2                   |                                |                                              |
| <b>Subtotal</b>                                                              | <b>9</b>                         | <b>10</b>                         | <b>10</b>           | <b>0</b>                       | <b>29</b>                                    |
|                                                                              |                                  |                                   |                     |                                | <b>\$5,350</b>                               |
| <b>Task 4: Program Analysis</b>                                              |                                  |                                   |                     |                                |                                              |
| Alternative Service Model Analysis                                           | 2                                | 8                                 | 16                  |                                |                                              |
| Project Call: Review of Findings                                             | 2                                | 2                                 | 2                   |                                |                                              |
| Draft Phase 1 Report                                                         | 4                                | 10                                | 24                  | 4                              |                                              |
| Project Call: Discuss Draft                                                  | 2                                | 2                                 | 2                   |                                |                                              |
| Advisory Group Meeting 2: Program & Service Models                           | 2                                | 2                                 | 4                   |                                |                                              |
| <b>Subtotal</b>                                                              | <b>12</b>                        | <b>24</b>                         | <b>48</b>           | <b>4</b>                       | <b>88</b>                                    |
|                                                                              |                                  |                                   |                     |                                | <b>\$14,440</b>                              |
| <b>Phase 1 Subtotal Hours</b>                                                |                                  |                                   |                     |                                | <b>169</b>                                   |
| <b>Phase 1 Subtotal Cost</b>                                                 |                                  |                                   |                     |                                | <b>\$28,070</b>                              |

|                                                                               |                 |                 |                 |                |                 |
|-------------------------------------------------------------------------------|-----------------|-----------------|-----------------|----------------|-----------------|
| <b>Phase 2: Financial Feasibility &amp; Implementation</b>                    |                 |                 |                 |                |                 |
| <b>Task 5: Fiscal Analysis</b>                                                |                 |                 |                 |                |                 |
| Funding Projections and Options                                               | 2               | 14              | 34              |                |                 |
| Scenario Analysis: Phased Growth & Use Scenarios (at least 3 scenarios)       | 4               | 8               | 14              |                |                 |
| Advisory Group Meeting 3: Fiscal Results                                      | 2               | 2               | 4               |                |                 |
| <b>Subtotal</b>                                                               | <b>8</b>        | <b>24</b>       | <b>52</b>       | <b>0</b>       | <b>84</b>       |
|                                                                               |                 |                 |                 |                | <b>\$13,360</b> |
| <b>Task 6: Stakeholder Involvement (Round 2) and Final Report Development</b> |                 |                 |                 |                |                 |
| Draft Phase 2 Report                                                          | 4               | 10              | 20              | 4              |                 |
| Project Team Call: Discuss Draft                                              | 2               | 2               | 2               |                |                 |
| Advisory Group Meeting 4: Final Report                                        | 4               | 4               | 6               |                |                 |
| City Council, EDB, and PTAC Worksession                                       | 2               | 4               | 4               |                |                 |
| Project Call: Discuss Feedback                                                | 2               | 2               | 2               |                |                 |
| Final Report [Phase 1 & 2]                                                    | 2               | 5               | 10              |                |                 |
| <b>Subtotal</b>                                                               | <b>16</b>       | <b>27</b>       | <b>44</b>       | <b>4</b>       | <b>91</b>       |
|                                                                               |                 |                 |                 |                | <b>\$15,390</b> |
| <b>Phase 2 Subtotal Hours</b>                                                 |                 |                 |                 |                | <b>175</b>      |
| <b>Phase 2 Subtotal Cost</b>                                                  |                 |                 |                 |                | <b>\$28,750</b> |
| <b>Phase 1 &amp; Phase 2 Total Estimated Hours</b>                            |                 |                 |                 |                |                 |
| <b>Cost (Hours*Rate)</b>                                                      | <b>53</b>       | <b>111</b>      | <b>186</b>      | <b>12</b>      | <b>362</b>      |
|                                                                               | <b>\$13,250</b> | <b>\$18,870</b> | <b>\$26,040</b> | <b>\$1,920</b> | <b>\$60,080</b> |
| <b>Estimated Project Total</b>                                                |                 |                 |                 |                | <b>\$60,080</b> |





## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 9b  
**DATE:** March 25, 2021  
**SUBJECT:** Final Plat of Cedar Hill Estates  
**CONTACT PERSON:** Amy Rusko, Senior Planner  
**ATTACHMENTS:** A – Final Plat of Cedar Hill Estates  
(Schmitt Preliminary Plat Phase I)

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### **ISSUE**

The City Council is being asked to review the final plat of Cedar Hill Estates (Schmitt Preliminary Plat Phase I) and allow the applicant to record the plat.

### **RECOMMENDATION**

1. Discuss the final plat of Cedar Hill Estates and make a recommendation of approval.

### **SUMMARY STATEMENT**

JM1 Holdings submitted a preliminary plat application for 78 residential lots in September 2018. The project was reviewed per the City's permitting process and was approved after a public hearing with the Hearing Examiner in February 2019. The applicant submitted a preliminary plat minor amendment in March 2019 to split the three duplex lots into fee simple lots. This changed the total number of lots from 78 to 81, but the unit count remains the same. The project was split into two phases, Phase I (lots 1-78) was retained by JM1 Holdings and Phase II (lots 79-81) was retained by Brian and Keri Von Moos. As part of this preliminary plat a Developers Agreement was required for the future development of Phase II owned by Von Moos. The Developers Agreement was submitted in May 2019. The Developers Agreement was reviewed at the August 2019 and October 2019 Community Development Committee meetings. A public hearing was held in front of the Hearing Examiner in August 2019. The Hearing Examiner's Recommendation was forwarded to City Council. City Council approved the Developers Agreement under Resolution 2019-12 in October 2019.

LGI Homes purchased the property from JM1 Holdings to complete the civil construction and build out of the project. The construction of Phase I and a portion of Phase II (sections not regulated by the Developers Agreement) of the project have been completed. LGI Homes has submitted for Final Plat of Phase I for approval. Phase I consists of 72 single family residential lots and 3 duplexes (6 fee simple lots).

Phase I and a portion of Phase II civil construction improvements include streets, sidewalks, stormwater improvements, water improvements, sewer improvements, open / park space, landscaping, and a mailbox kiosk. LGI Homes is providing a maintenance bond for all installed public improvements along the right of way of both 80<sup>th</sup> Avenue NW and 284<sup>th</sup> Street NW. LGI Homes is providing performance bonds for internal street trees and landscaping, open / park space landscaping and amenities, final asphalt lift, off-site grinding and asphalt overlay, striping (streets, stop bars and sidewalks), raising of catch basins, raising of manhole covers, and paving the walking path in tract 997.

Maintenance bonds are required, and performance bonds are allowed per the City's code under SMC 16.30.030. The developer has requested performance bonds for the landscaping 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. The developer will also be installing the street trees at the time of completion of each house in order to ensure the street trees are not damaged during construction. The other performance bond items are related to the final lift of asphalt and the off-site sewer improvements across Pioneer Highway.

## **DISCUSSION**

City staff has reviewed and approved the final plat of Cedar Hill Estates. The final plat maps are ready to be signed by the Mayor, the Community Development Director and the Public Works Director.

Community Development and Public Works Departments have approved the final punch list items, except for the items in the performance bonds. The following is a list of items the City has received from the applicant:

- Bills of Sale for on-site sewer, off-site sewer, on-site water, off-site water, on-site storm drainage, off-site storm drainage, and frontage improvements.
- Maintenance Bond – Frontage Improvements
- Performance Bond – Landscaping, Open / Park Space Improvements,
- Performance Bond – Off-Site Grind and Asphalt Overlay
- Performance Bond – Final Asphalt Lift and Sidewalk Completion

Based on staff review, the applicant has completed all applicable conditions of the preliminary plat approval. Any conditions to be completed prior to building permit issuance and other restrictions are identified on the face of the plat map.

SMC 16.20.060(3) states:

*After being approved as required above, the final plat shall be presented to the city council. After finding that the final plat has been completed in accordance with the provisions of this code, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be completed, and that the interests of the city are fully protected, the mayor shall sign the final plat accepting such dedications and easements as may be included thereon, and the final plat shall be returned to the applicant for filing for record with the auditor.*

Upon approval by the City Council, the Mayor will sign the final plat along with city staff. The final plat will be returned to the applicant to record with the Snohomish County Auditor Office.

### **FINANCIAL IMPACT**

1. Upon recording of the final plat, each lot will contribute by paying city property taxes.
2. The plat has made improvements to Capital Improvement Projects, as listed in the 6-year CIP and within the Water Master Plan, Sewer Master Plan and Traffic Improvement Plan. The project is eligible for credits for the improvements that have been made off-site.

### **COMMITTEE RECOMMENDATIONS**

The final plat was discussed at the February 18, 2021 Community Development Committee Meeting. The Committee had no concerns and was supportive of moving forward with the adoption of final plat.

### **CITY COUNCIL OPTIONS**

1. Approve the final plat of Cedar Hill Estates as presented.
2. Return the final plat of Cedar Hill Estates to the applicant to make final correction or edits to the final plat.

### **RECOMMENDED ACTION**

**I MOVE TO APPROVE THE FINAL PLAT OF CEDAR HILL ESTATES AND TO ALLOW THE MAYOR TO SIGN THE FINAL PLAT IN ACCORDANCE WITH SMC 16.020.060(3).**

# CEDAR HILL ESTATES PHASE I FINAL PLAT MAP



CEDAR HILL ESTATES

A PLAT COMMUNITY  
SE 1/4, SE 1/4, SEC. 18, TWP. 32N., RGE. 4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY WASHINGTON

VOL/PG

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, BEING THE PLAT OF CEDAR HILL ESTATES (AKA STANWOOD SCHMITT PLAT) CITY FILE NO. 20-0374 HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER, AFTER ACQUIRING A CULVERT PERMIT FROM THE CITY OF STANWOOD COMMUNITY DEVELOPMENT, IF REQUIRED

TRACT 997-999 ARE HEREBY GRANTED AND CONVEYED TO THE CEDAR HILL ESTATES HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO CITY OF STANWOOD. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH CITY CODE SHALL BE THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

DECLARANT DECLARATION

FURTHER THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED CEDAR HILL ESTATES, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR CEDAR HILL ESTATES, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILING NUMBER

THIS SUBDIVISION, DEDICATION, DECLARATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 16<sup>th</sup> DAY OF February, 2021.

LGI HOMES-WASHINGTON, LLC,  
A WASHINGTON LIMITED LIABILITY COMPANY

BY: Timothy Bruggman  
TIMOTHY BRUGGMAN

ITS: OFFICER

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SNOHOMISH )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TIMOTHY BRUGGMAN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE OFFICER OF LGI HOMES-WASHINGTON, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

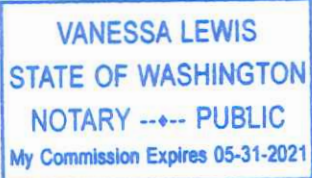
DATED: February 16<sup>th</sup> 2021

SIGNATURE: Vanessa Lewis

(PRINT NAME) Vanessa Lewis  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT Clinton, WA

MY APPOINTMENT EXPIRES 5/31/2021



SHEET INDEX

|         |                                                                                                              |
|---------|--------------------------------------------------------------------------------------------------------------|
| SHEET 1 | DEDICATION, DECLARATION, ACKNOWLEDGEMENTS, CERTIFICATES, INDEX, APPROVALS.                                   |
| SHEET 2 | LEGAL DESCRIPTION, RESTRICTIONS OF RECORD, NOTES, RESTRICTION, COVENANTS, TRACT NOTES, EASEMENTS, ADDRESSES. |
| SHEET 3 | MAP SHEET INDEX, SURVEY CONTROL, SITE BOUNDARY, EXISTING EASEMENTS.                                          |
| SHEET 4 | WESTERLY PORTION OF THE PLAT MAP SHEET.                                                                      |
| SHEET 5 | EASTERLY PORTION OF THE PLAT MAP SHEET.                                                                      |

CITY OF STANWOOD APPROVALS

I HEREBY CERTIFY THAT THE PLAT OF CEDAR HILL ESTATES HAS BEEN EXAMINED BY THE CITY OF STANWOOD PLANNING AGENCY AND RECOMMENDATIONS FOR APPROVAL HAVE BEEN TRANSMITTED TO THE CITY COUNCIL.

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF STANWOOD PLANNING DIRECTOR

I HEREBY APPROVE THE SURVEY DATA, LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF BRIDGES, AND UTILITY SYSTEMS INCLUDING STORM DRAINAGE, WATER AND SANITARY SEWER.

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY OF STANWOOD PUBLIC WORKS DIRECTOR

THE CITY COUNCIL OF THE CITY OF STANWOOD, MEETING IN REGULAR SESSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, DID FIND THAT THE PLAT OF CEDAR HILL ESTATES SERVES THE PUBLIC USE AND INTEREST AND HAS AUTHORIZED THE MAYOR TO EXECUTE WRITTEN APPROVAL.

MAYOR OF STANWOOD

ATTEST:  
CITY CLERK TREASURER

SNOHOMISH COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING \_\_\_\_\_ TAXES.

TREASURER, SNOHOMISH COUNTY BY: DEPUTY COUNTY TREASURER

PARCEL NUMBER: 32041800401500 & 32041800401400

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF LGI HOMES-WASHINGTON, LLC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M, AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_; AFN \_\_\_\_\_ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY BY: DEPUTY COUNTY AUDITOR

SURVEYOR'S CERTIFICATE & ACKNOWLEDGMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENT OF THE SURVEY RECORDING ACT AT THE REQUEST OF LGI HOMES-WASHINGTON, LLC. ON THE DATE OF THE SIGNATURE. I HEREBY CERTIFY THAT THIS PLAT OF CEDAR HILL ESTATES IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 18, TOWNSHIP 32 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNIT LOTS, TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

CHRISTOPHER SHANE BARNES  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 35145  
DATE 2/16/21

STATE OF WASHINGTON )  
 )  
COUNTY OF KING )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT CHRISTOPHER SHANE BARNES IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

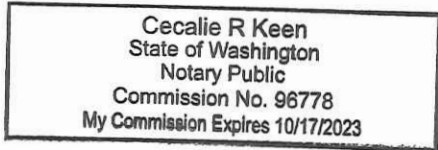
DATED 2/16/21

(SIGNATURE OF NOTARY)  
Cecalie R. Keen

(LEGIBLY PRINT OR STAMP NAME OF NOTARY)  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT Woodinville

MY APPOINTMENT EXPIRES 10/17/23



|                                                                                                               |                               |
|---------------------------------------------------------------------------------------------------------------|-------------------------------|
| AFN _____                                                                                                     |                               |
| CEDAR HILL ESTATES PREPARED FOR LGI HOMES-WASHINGTON, LLC.<br>11, DECEMBER 2020 BY MEAD GILMAN AND ASSOCIATES |                               |
| SE1/4, SE1/4, SEC. 18, TWP. 32N., RGE. 4E., W.M.<br>CITY OF STANWOOD, SNOHOMISH, COUNTY, WASHINGTON           |                               |
|                                                                                                               | MEAD GILMAN<br>LAND SURVEYORS |
| P.O. BOX 289, WOODINVILLE, WA 98072<br>425.486.1252   WWW.MEADGILMAN.COM                                      |                               |
| PROJ. NO. 20015                                                                                               | SHEET 1 OF 5                  |

CEDAR HILL ESTATES

A PLAT COMMUNITY  
SE 1/4, SE 1/4, SEC. 18, TWP. 32N., RGE. 4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY WASHINGTON

VOL/PG

LEGAL DESCRIPTION

FROM CHICAGO TITLE INSURANCE COMPANY GUARANTEE/CERTIFICATE NO. 500094382C, UPDATE 3 DATED 20, JANUARY 2021

PARCEL B, CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-0059, RECORDED UNDER AUDITOR'S FILE NO. 201908165001 RECORDS OF SNOHOMISH COUNTY, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RESTRICTIONS OF RECORD

FROM CHICAGO TITLE INSURANCE COMPANY GUARANTEE/CERTIFICATE NO. 500094382C, UPDATE 3 DATED 20, JANUARY 2021

- SUBJECT TO AN EASEMENT TO EL PASO NATURAL GAS COMPANY FOR A NATURAL GAS PIPELINE AND DISTRIBUTION SYSTEM AS RECORDED UNDER AFN. 2098536. PLOTTED HERON. AN AGREEMENT FOR SPECIFIC ENCROACHMENT ON RIGHT OF WAY HAS BEEN RECORDED UNDER AFN. 201908060202.
- SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON SURVEY AFN. 9207225002. NOTHING TO PLOT.
- SUBJECT TO AN EASEMENT TO NORTHWEST PIPELINE GP FOR A METER STATION FOR NATURAL GAS DISTRIBUTION SYSTEM AS RECORDED UNDER AFN. 200809300937. PLOTTED HERON. SAID EASEMENT WAS AMENDED BY INSTRUMENT RECORDED UNDER AFN. 200901080223 AND PARTIALLY ASSIGNED BY INSTRUMENT RECORDED UNDER AFN. 200903240647. AN AGREEMENT FOR SPECIFIC ENCROACHMENT ON RIGHT OF WAY HAS BEEN RECORDED UNDER AFN. 201908060202.
- SUBJECT TO TEMPORARY USE EASEMENT UNDER AFN. 201901240181. NOTED ITEMS THAT USE EASEMENT WAS FOR HAVE BEEN REMOVED AND/OR RELOCATED. NOTHING TO PLOT.
- SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT UNDER AFN. 201901240182. NOTED FENCE TO BE BUILT REQUIRING TEMPORARY CONSTRUCTION EASEMENT HAS BEEN BUILT. NOTHING TO PLOT.
- SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2018-0604, UNDER AFN. 201908015001. NOTHING TO PLOT.
- SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-0059, UNDER AFN. 201908165001. NOTHING TO PLOT.
- SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT(S) AS RECORDED UNDER AFN. 201908160259. NOT PLOTTABLE.
- SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT(S) AS RECORDED UNDER AFN. 201912300298. NOT PLOTTABLE.
- SUBJECT TO AN EASEMENT FOR ELECTRIC AND COMMUNICATION DISTRIBUTION LINES AND FACILITIES AS RECORDED UNDER AFN. 202010260711. THIS EASEMENT IS COINCIDENT WITH THE UTILITY EASEMENT NOTED AS "D" HEREIN.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF STANWOOD (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. THE CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- THE CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF THE CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, THE CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF THE CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, THE CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE THE CITY OR PAY THE CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN THE CITY'S STATEMENT.
- IF THE CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, THE CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF THE CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, THE CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

NOTES, RESTRICTIONS, COVENANTS

- INGRESS AND EGRESS FROM BOTH AVE NW TO LOTS WITHIN THE PLAT SHALL BE PROHIBITED DUE TO SIGHT DISTANCE LIMITATION OF BOTH AVE NW AND THE REQUIRED DISTANCE OF STREETS/DRIVEWAYS FROM THE INTERSECTION OF 284TH ST. NW AND BOTH AVE NW.
- IMPACT FEES FOR TRAFFIC, PARKS, FIRE, AND SCHOOLS WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT ISSUANCE. IMPACT FEES ARE PAYABLE AT THE LEVELS IN EFFECT AT THE TIME OF BUILDING PERMIT SUBMITTAL.
- THE BUILDING DESIGNS FOR EACH SINGLE FAMILY RESIDENCE, DUPLEX, AND MULTI FAMILY BUILDING SHALL MEET THE ARCHITECTURAL STANDARDS OF STANWOOD MUNICIPAL CODE SECTION 17.112.020.
- LOTS 12-21 AND 78 SHALL NOT HAVE RIGHTS OF ACCESS TO OR FROM 284TH ST NW, PURSUANT TO SMC 16.10.030(5)
- THE PROJECT IS SUBJECT TO APPLICABLE WATER, SEWER AND STORMWATER GENERAL FACILITY (PLANT INVESTMENTS) FEES AND HOOKUP FEES. THE PRELIMINARY PLAT IS LOCATED WITHIN THE CEDARHOMES BENEFIT DISTRICT AND WILL BE SUBJECT TO THE ASSOCIATED FEES. THESE FEES ARE PAYABLE AT THE LEVELS IN EFFECT AT THE TIME OF COMPLETED APPLICATION FOR THE PRELIMINARY PLAT (SEPTEMBER 18, 2018) AND WILL BE COLLECTED AT THE TIME OF BUILDING PERMIT ISSUANCE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR THEIR ASSIGNS AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL FOR CITY ROAD PURPOSES, WITH APPROVAL FROM THE CITY OF STANWOOD PUBLIC WORKS DEPARTMENT.
- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.

TRACT NOTES

- A "TRACT" IS LAND RESERVED FOR SPECIFIC USES LIMITED TO THOSE SPECIFIED ON THE FACE OF THE PLAT. TRACTS ARE NOT CONSIDERED LOTS FOR BUILDING SITES FOR PURPOSES OF RESIDENTIAL DWELLING CONSTRUCTION.
- TRACTS 999 IS FOR UTILITIES, AND SHALL BE RESERVED FOR THE EXCLUSIVE USE OF NORTHWEST PIPELINE GP OR ITS SUCCESSORS AND ASSIGNS, ALONG WITH ALL MAINTENANCE OF SAID TRACT.
- TRACT 998 IS FOR OPEN SPACE, RECREATION AND STORM WATER DETENTION AND IS SUBJECT TO THE DRAINAGE FACILITY MAINTENANCE COVENANT WITHIN THIS PLAT. THE CEDAR HILL ESTATES HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN ALL RECREATIONAL AND FACILITIES WITHIN SAID TRACT, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING WITHIN SAID TRACT. THE CITY OF STANWOOD SHALL OWN AND THE VAULT AND ALL DRAINAGE FACILITIES WITHIN TRACT 998 AND SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF SAID FACILITIES. TRACT 998 IS SUBJECT TO EASEMENT PROVISIONS HEREIN.
- TRACT 997 IS FOR RECREATION, COMMON OPEN SPACE AND UTILITIES. THE CEDAR HILL ESTATES HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN ALL OF THE RECREATIONAL FACILITIES WITHIN SAID TRACT, AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING WITHIN SAID PLAT. THE CITY OF STANWOOD SHALL OWN AND MAINTAIN THE PUBLIC SEWER AND STORM DRAINAGE FACILITIES WITHIN THE PUBLIC DRAINAGE AND SEWER EASEMENTS WITHIN TRACT 997.

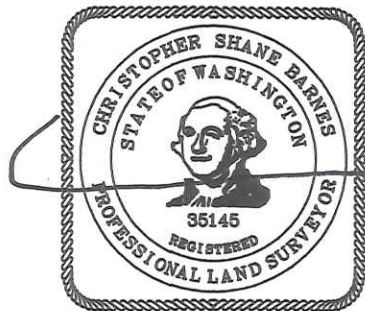
EASEMENT PROVISIONS

- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS WITHIN THIS PLAT AS SHOWN HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TELEVISION CABLE, AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.
- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL OF THE OWNERS OF THE LOTS WITHIN THIS PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS WITHIN THIS PLAT AS SHOWN HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPES, FOR THE PURPOSE OF PRIVATE DRAINAGE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THE OWNERS OF ALL LOTS THAT BENEFIT FROM PRIVATE DRAINAGE FACILITIES SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE FACILITIES USED IN COMMON, WITH THE EXCEPTION THAT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF ANY PORTION OF THE FACILITIES ABOVE THEIR POINT OF CONNECTION TO SAID FACILITIES.
- ANY LOT THAT INCLUDES OR IS ADJACENT TO A RETAINING WALL OR ROCKERY INSTALLED BY THE DEVELOPER THAT CROSSES, IS ADJACENT TO, OR STRADDLES ONE OR MORE PROPERTY LINES SHALL BE SUBJECT OF A PERMANENT EASEMENT GRANTED TO THE LOT OWNER(S) ON THE OTHER SIDE OF SUCH PROPERTY LINE FOR PURPOSES OF MAINTAINING AND REPAIRING SAID RETAINING WALL OR ROCKERY. REPAIR AND MAINTENANCE OF SAID RETAINING WALL OR ROCKERY AND THE COSTS THEREOF, SHALL BE SHARED EQUALLY BY THE OWNERS OF THE LOTS ON BOTH SIDES OF THE PROPERTY LINE.
- AN EASEMENT FOR WALL DRAINAGE IS HEREBY GRANTED AND CONVEYED OVER AND ACROSS ANY LOT THAT INCLUDES OR IS ADJACENT TO A RETAINING WALL OR ROCKERY INSTALLED BY THE DEVELOPER AND IS ADJACENT TO OR STRADDLES ONE OR MORE PROPERTY LINES TO THE LOT OWNER(S) ON THE OTHER SIDE OF SUCH PROPERTY LINE(S) FOR THE PURPOSE OF MAINTAINING AND REPAIRING RETAINING WALL OR ROCKERY DRAINAGE. REPAIR AND MAINTENANCE AND THE COSTS THEREOF OF ANY SUCH WALL OR ROCKERIES SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS THAT BENEFIT FROM SAID SHARED FACILITIES.
- A PRIVATE JOINT USE DRIVEWAY AND UTILITY EASEMENT OVER LOT 59 AS SHOWN HEREON IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOT 60. THE OWNERS OF LOTS 59 AND 60 SHALL SHARE EQUALLY IN THE MAINTENANCE OF THAT PORTION OF THE DRIVEWAY WITHIN SAID EASEMENT USED IN COMMON. THE OWNERS OF LOTS 59 AND 60 SHALL SHARE EQUALLY IN THE COSTS OF MAINTENANCE OF THE PRIVATE STORM DRAIN AND SANITARY SEWER SERVICE WITHIN SAID EASEMENT WITH THE EXCEPTION THAT THE OWNERS OF LOT 60 SHALL NOT BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OF SAID STORM DRAIN OR SANITARY SEWER SERVICE ABOVE THEIR POINT OF CONNECTION. THE OWNERS OF LOTS 59 AND 60 SHALL BE SOLELY RESPONSIBLE FOR THE COSTS OF MAINTENANCE OF THEIR INDIVIDUAL WATER SERVICE LINES WITHIN SAID EASEMENT.
- PUBLIC WATER, SEWER AND DRAINAGE EASEMENTS DESIGNATED HEREIN ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF STANWOOD, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES OR SEWER AND AND WATER UTILITIES UNDER, UPON, OR THROUGH THE EASEMENT.
- AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS IS HEREBY GRANTED AND CONVEYED TO THE CITY OF STANWOOD OVER AND ACROSS THAT PORTION OF TRACT 997 AS SHOWN HEREIN. THE CEDAR HILL ESTATES HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE WALKWAY AND ALL ASSOCIATED FACILITIES WITHIN SAID EASEMENT.
- A PRIVATE DRAINAGE EASEMENT OVER LOT 12 AS SHOWN HEREON IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOT 11. THE OWNERS OF LOTS 11 AND 12 SHALL SHARE EQUALLY IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITIES WITHIN SAID EASEMENT WITH THE EXCEPTION THAT THE OWNERS OF LOT 11 SHALL NOT BE RESPONSIBLE FOR THE COSTS OF MAINTENANCE OF SAID STORM DRAINAGE FACILITIES ABOVE THEIR POINT OF CONNECTION.
- AN EASEMENT FOR ENTRY SIGN MONUMENTATION AND LANDSCAPING IS HEREBY GRANTED AND CONVEYED TO THE CEDAR HILL ESTATES HOMEOWNERS ASSOCIATION OVER THOSE PORTIONS OF LOTS 21 AND 78 AS SHOWN HEREIN. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRY MONUMENT SIGNS AND ALL ASSOCIATED LANDSCAPING, LIGHTING, IRRIGATION AND ANY OTHER APPURTENANCES TO SAID MONUMENT SIGNS.
- A PUBLIC DRAINAGE EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF STANWOOD OVER, UNDER ACROSS AND THROUGH TRACT 998 FOR THE PURPOSES OF MAINTENANCE, REPAIR, RECONSTRUCTION AND/OR REPLACEMENT OF THE STORM DRAINAGE FACILITIES WITHIN SAID TRACT ALONG WITH THE RIGHT OF INGRESS AND EGRESS TO PERFORM SUCH FUNCTIONS.

ADDRESSES

| LOT NUMBER | ADDRESS              |
|------------|----------------------|
| 1          | 28531 76th Drive NW  |
| 2          | 28527 76th Drive NW  |
| 3          | 28523 76th Drive NW  |
| 4          | 28519 76th Drive NW  |
| 5          | 28515 76th Drive NW  |
| 6          | 28511 76th Drive NW  |
| 7          | 28507 76th Drive NW  |
| 8          | 28419 76th Drive NW  |
| 9          | 28415 76th Drive NW  |
| 10         | 28409 76th Drive NW  |
| 11         | 28405 76th Drive NW  |
| 12         | 7618 284th Place NW  |
| 13         | 7622 284th Place NW  |
| 14         | 7626 284th Place NW  |
| 15         | 7630 284th Place NW  |
| 16         | 7706 284th Place NW  |
| 17         | 7712 284th Place NW  |
| 18         | 7718 284th Place NW  |
| 19         | 7722 284th Place NW  |
| 20         | 7728 284th Place NW  |
| 21         | 7632 284th Place NW  |
| 22         | 28413 78th Avenue NW |
| 23         | 28417 78th Avenue NW |
| 24         | 28505 78th Avenue NW |
| 25         | 28502 77th Drive NW  |
| 26         | 28416 77th Drive NW  |
| 27         | 28412 77th Drive NW  |
| 28         | 28411 77th Drive NW  |
| 29         | 28415 77th Drive NW  |
| 30         | 28503 77th Drive NW  |
| 31         | 28513 77th Drive NW  |
| 32         | 28517 77th Drive NW  |
| 33         | 28521 77th Drive NW  |
| 34         | 28520 76th Drive NW  |
| 35         | 28516 76th Drive NW  |
| 36         | 28512 76th Drive NW  |
| 37         | 28506 76th Drive NW  |
| 38         | 28420 76th Drive NW  |
| 39         | 28416 76th Drive NW  |

| LOT NUMBER | ADDRESS               |
|------------|-----------------------|
| 40         | 7621 285th Place NW   |
| 41         | 7625 285th Place NW   |
| 42         | 7629 285th Place NW   |
| 43         | 7631 285th Place NW   |
| 44         | 7703 285th Place NW   |
| 45         | 7709 285th Place NW   |
| 46         | 7715 285th Place NW   |
| 47         | 7721 285th Place NW   |
| 48         | 7727 285th Place NW   |
| 49         | 7733 285th Place NW   |
| 50         | 7803 285th Place NW   |
| 51         | 7809 285th Place NW   |
| 52         | 7815 285th Place NW   |
| 53         | 7821 285th Place NW   |
| 54         | 7825 285th Place NW   |
| 55         | 7831 285th Place NW   |
| 56         | 7901 285th Place NW   |
| 57         | 7907 285th Place NW   |
| 58         | 7913 285th Place NW   |
| 59         | 7922 B 285th Place NW |
| 60         | 7922 A 285th Place NW |
| 61         | 7916 285th Place NW   |
| 62         | 7910 B 285th Place NW |
| 63         | 7910 A 285th Place NW |
| 64         | 7904 285th Place NW   |
| 65         | 7832 285th Place NW   |
| 66         | 7826 B 285th Place NW |
| 67         | 7826 A 285th Place NW |
| 68         | 7820 285th Place NW   |
| 69         | 7814 285th Place NW   |
| 70         | 28522 78th Avenue NW  |
| 71         | 28514 78th Avenue NW  |
| 72         | 28510 78th Avenue NW  |
| 73         | 28504 78th Avenue NW  |
| 74         | 28418 78th Avenue NW  |
| 75         | 28414 78th Avenue NW  |
| 76         | 28410 78th Avenue NW  |
| 77         | 28406 78th Avenue NW  |
| 78         | 28402 78th Avenue NW  |



2/14/21



CEDAR HILL ESTATES

A PLAT COMMUNITY  
SE 1/4, SE 1/4, SEC. 18, TWP. 32N., RGE. 4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY WASHINGTON

VOL/PG

STANWOOD BLA 2018-0604  
AFN 201908015001

PARCEL A

SHEET 4

SHEET 5

286TH PL. NW

285TH PL. NW

CEDARHOME CREST, PHASE II  
AFN

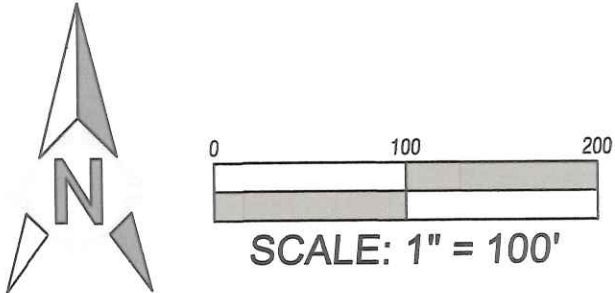
LOT 81

LOT 80

284TH ST. NW

BASIS OF BEARING  
N 84°19'27" E 1331.40(R1 & MEASURED)

286TH PL. NW  
COPPER STATION AFN. 200703015003  
75TH DR. NW



MERIDIAN

WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE  
(NAD 83/2007)

NOTES

- A LEICA 5" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ALL EQUIPMENT WAS MAINTAINED PER MANUFACTURERS GUIDELINES. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090.
- THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITION EXISTING AT THAT TIME.
- ALL DISTANCES ARE IN FEET.
- 138,240 SQUARE FEET OF RIGHT-OF-WAY BEING DEDICATED TO THE CITY OF STANWOOD FOR ROADWAY PURPOSES UPON THE RECORDING OF THIS PLAT.

REFERENCES

- CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2018-0604, AFN. 201908015001.
- CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-0059, AFN. 201908165001.
- PLAT OF COPPER STATION. AFN. 200703015003.

LEGEND

- SET SNOHOMISH COUNTY STANDARD 4-130 MONUMENT WITH A WITH PUNCHED 3" BRASS CAP STAMPED "35145" IN A CASE.
- FOUND EXISTING MONUMENT AS NOTED.
- FOUND EXISTING CORNER AS NOTED.

EXISTING EASEMENT LEGEND

- 45" NATURAL GAS PIPELINE EASEMENT, AFN. 2098536 AND AMENDMENTS THERETO. SEE RESTRICTION OF RECORD 1, SHEET 2.
- THE ENTIRETY OF TRACT 999 IS ENCUMBERED BY A METER STATION AND NATURAL GAS DISTRIBUTION EASEMENT, AFN. 200809300937 AND AMENDMENTS THERETO. SEE RESTRICTION OF RECORD 3, SHEET 2.

MONUMENT LEGEND

- SOUTHEAST CORNER SECTION 18. FOUND 5/8" IRON ROD WITH PUNCH SET IN CONC/STONE MONUMENT DOWN 1' IN CASE AT THE CENTERLINE OF 284TH ST. NW. HELD FOR POSITION. (3/2020)
- SOUTH 1/4 CORNER SEC. 18. CALCULATED POSITION PER REFERENCE 1. NOT VISITED FOR THIS SURVEY.
- FOUND CONCRETE MONUMENT WITH 2 1/2" DOMED BRASS DISC. STAMPED "DEA 30585" AND NOT OTHER MARKINGS. USED CENTER OF DISC FOR POINT. MON IS DOWN 0.9' IN A CASE AT THE CENTERLINE OF 80TH AVE NW APPROXIMATELY 185' SOUTH OF THE INTERSECTION WITH 284TH ST NW. HELD FOR ROTATION. (3/2020)
- FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISC. STAMPED "30450" DOWN 0.5' IN CASE AT THE INTERSECTION OF 284TH ST NW AND 75TH DR. NW. FOUND IN CALCULATED POSITION. (3/2020)
- FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISC. STAMPED "30450" DOWN 0.6' IN CASE AT THE CENTERLINE PT OF 75TH DR. NW. FOUND AT CALCULATED POSITION. (3/2020)
- FOUND 4"x4" CONC MON WITH 2" PUNCHED BRASS DISC. STAMPED "30450" DOWN 0.6' IN CASE AT THE INTERSECTION OF 75TH DR. NW. AND 286TH PL. NW. FOUND AT CALCULATED POSITION. (3/2020)
- FOUND 1/2" REBAR WITH CAP "PCS 37536" AT CALCULATED POSITION. (3/2020)
- FOUND 1/2" REBAR WITH CAP "KITZ 27826" 0.2' S OF CALCULATED POSITION. (3/2020)

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE       | DIRECTION     | LENGTH |
| L1         | N 87°52'10" W | 30.01  |
| L2         | N 87°52'10" W | 30.01  |
| L3         | N 02°07'50" E | 5.70   |
| L4         | N 31°45'07" W | 9.08   |



2/16/21

CEDAR HILL ESTATES PREPARED FOR LGI HOMES-WASHINGTON, LLC.  
11, DECEMBER 2020 BY MEAD GILMAN AND ASSOCIATES

**MG** | MEAD GILMAN  
LAND SURVEYORS

P.O. BOX 289, WOODINVILLE, WA 98072  
425.486.1252 | WWW.MEADGILMAN.COM

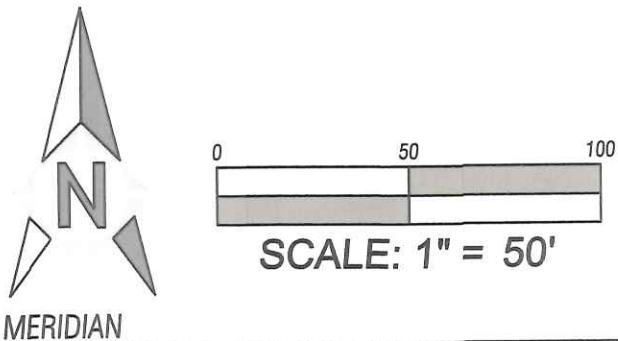
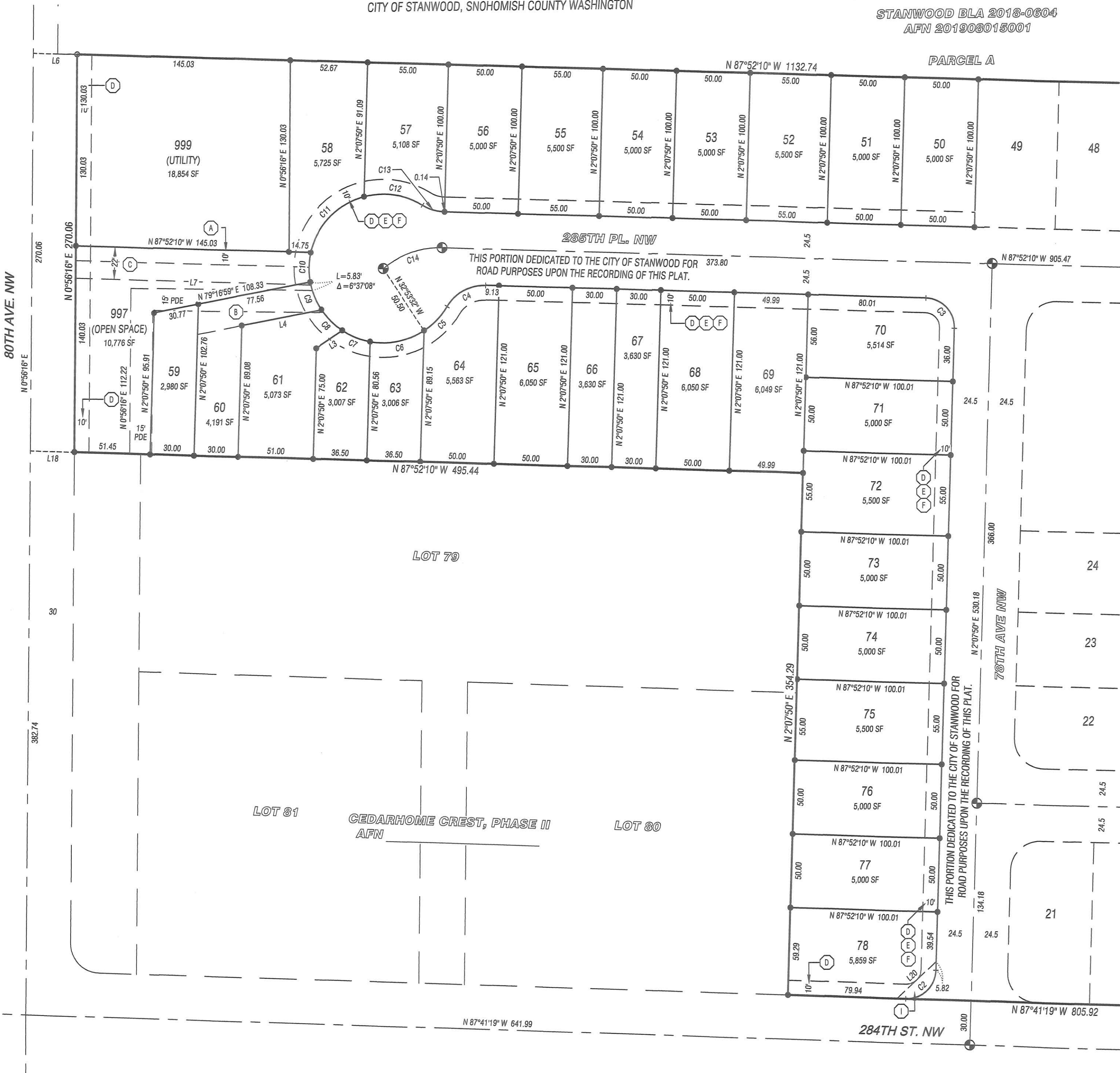
PROJ. NO. 20015 | SHEET 3 OF 5

CEDAR HILL ESTATES

A PLAT COMMUNITY  
SE 1/4, SE 1/4, SEC. 18, TWP. 32N., RGE. 4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY WASHINGTON

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STANWOOD BLA 2018-0604  
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MERIDIAN

WASHINGTON STATE PLANE COORDINATE SYSTEM - NORTH ZONE  
(NAD 83/2007)

NOTES

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LEGEND

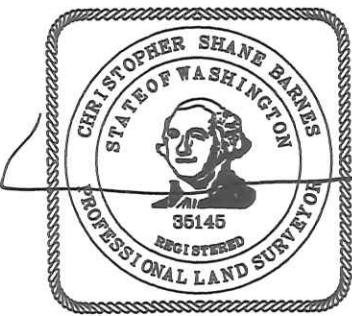
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "MGA 35145 48383".
- SET SNOHOMISH COUNTY STANDARD 4-130 MONUMENT WITH A WITH PUNCHED 3" BRASS CAP STAMPED "35145" IN A CASE.
- FOUND EXISTING REBAR AS NOTED.

EASEMENT LEGEND

- (A) PUBLIC PEDESTRIAN ACCESS & PUBLIC DRAINAGE EASEMENT. SEE EASEMENT PROVISIONS 6 AND 7 SHEET 2.
- (B) ACCESS & UTILITY EASEMENT. SEE EASEMENT PROVISION 5, SHEET 2.
- (C) PUBLIC SANITARY SEWER EASEMENT. SEE EASEMENT PROVISION 6, SHEET 2.
- (D) UTILITY EASEMENT. SEE EASEMENT PROVISION 1, SHEET 2.
- (E) PUBLIC WATER EASEMENT. SEE EASEMENT PROVISION 6, SHEET 2.
- (F) PRIVATE DRAINAGE EASEMENT. SEE EASEMENT PROVISION 2, SHEET 2.
- PDE PUBLIC DRAINAGE EASEMENT. SEE EASEMENT PROVISION 6, SHEET 2.
- (I) ENTRY MONUMENT AND LANDSCAPE EASEMENT. SEE EASEMENT PROVISION 9, SHEET 2.

| TAG TABLE |        |             |        |
|-----------|--------|-------------|--------|
| TAG #     | RADIUS | DIRECTION/Δ | LENGTH |
| C2        | 20.00  | 90°10'51"   | 31.48  |
| C3        | 20.00  | 90°00'00"   | 31.42  |
| C4        | 29.50  | 60°49'25"   | 31.32  |
| C5        | 50.50  | 25°48'03"   | 22.74  |
| C6        | 50.50  | 43°35'03"   | 38.41  |
| C7        | 50.50  | 23°21'59"   | 20.59  |
| C8        | 50.50  | 22°48'52"   | 20.11  |
| C9        | 50.50  | 23°15'31"   | 20.50  |
| C10       | 50.50  | 22°50'33"   | 20.13  |
| C11       | 50.50  | 62°36'47"   | 55.19  |

| TAG TABLE |        |               |        |
|-----------|--------|---------------|--------|
| TAG #     | RADIUS | DIRECTION/Δ   | LENGTH |
| C12       | 50.50  | 46°56'43"     | 41.38  |
| C13       | 29.50  | 30°24'06"     | 15.65  |
| C14       | 60.00  | 41°24'35"     | 43.36  |
| L3        |        | N 55°59'42" E | 21.43  |
| L4        |        | N 79°16'59" E | 55.16  |
| L6        |        | N 87°52'10" W | 30.01  |
| L7        |        | N 88°52'50" W | 123.46 |
| L18       |        | N 87°52'10" W | 30.01  |
| L20       |        | N 47°13'15" E | 36.54  |



2/14/21

CEDAR HILL ESTATES PREPARED FOR LGI HOMES-WASHINGTON, LLC.  
11, DECEMBER 2020 BY MEAD GILMAN AND ASSOCIATES



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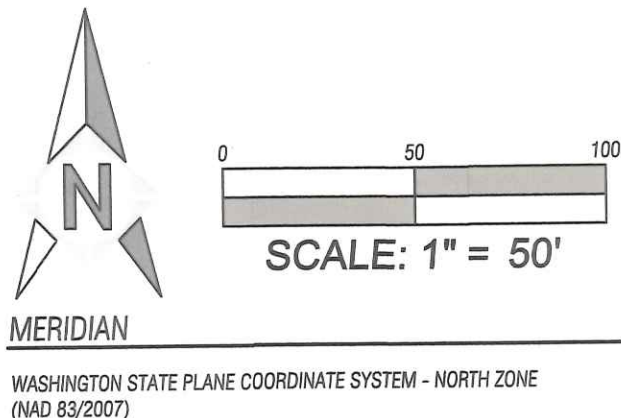
PROJ. NO. 20015 SHEET 4 OF 5

CEDAR HILL ESTATES

VOL/PG

STANWOOD BLA 2018-0604  
AFN 201908015001

A PLAT COMMUNITY  
SE 1/4, SE 1/4, SEC. 18, TWP. 32N., RGE. 4E., W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY WASHINGTON



- NOTES
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  4. 138,240 SQUARE FEET OF RIGHT-OF-WAY BEING DEDICATED TO THE CITY OF STANWOOD FOR ROADWAY PURPOSES UPON THE RECORDING OF THIS PLAT.

- LEGEND
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP STAMPED "MGA 35145 48383".
  - ⊙ SET SNOHOMISH COUNTY STANDARD 4-130 MONUMENT WITH A WITH PUNCHED 3" BRASS CAP STAMPED "35145" IN A CASE.
  - FOUND EXISTING REBAR AS NOTED.
- EASEMENT LEGEND
- (D) UTILITY EASEMENT. SEE EASEMENT PROVISION 1, SHEET 2.
  - (E) PUBLIC WATER EASEMENT. SEE EASEMENT PROVISION 6, SHEET 2.
  - (F) PRIVATE DRAINAGE EASEMENT. SEE EASEMENT PROVISION 2, SHEET 2.
  - (G) PRIVATE DRAINAGE EASEMENT. SEE EASEMENT PROVISION 8, SHEET 2.
  - (H) PUBLIC WATER EASEMENT. SEE EASEMENT PROVISION 6, SHEET 2.
  - (I) ENTRY MONUMENT AND LANDSCAPE EASEMENT. SEE EASEMENT PROVISION 9, SHEET 2.

| TAG TABLE |        |             |        | TAG TABLE |        |             |        | TAG TABLE |        |             |        | TAG TABLE |        |              |        |
|-----------|--------|-------------|--------|-----------|--------|-------------|--------|-----------|--------|-------------|--------|-----------|--------|--------------|--------|
| TAG #     | RADIUS | DIRECTION/Δ | LENGTH | TAG #     | RADIUS | DIRECTION/Δ | LENGTH | TAG #     | RADIUS | DIRECTION/Δ | LENGTH | TAG #     | RADIUS | DIRECTION/Δ  | LENGTH |
| C15       | 20.00  | 90°00'00"   | 31.42  | C25       | 175.50 | 11°05'27"   | 33.97  | C35       | 21.00  | 90°00'00"   | 32.99  | C46       | 224.50 | 3°10'52"     | 12.46  |
| C16       | 20.00  | 90°00'00"   | 31.42  | C26       | 224.50 | 4°22'09"    | 17.12  | C36       | 54.50  | 30°37'59"   | 29.14  | L10       |        | N 24°02'44"E | 12.78  |
| C17       | 20.00  | 90°00'00"   | 31.42  | C27       | 224.50 | 14°21'53"   | 56.28  | C37       | 31.50  | 20°36'08"   | 11.33  | L11       |        | N 29°25'46"W | 20.55  |
| C18       | 20.00  | 89°49'09"   | 31.35  | C28       | 224.50 | 8°58'22"    | 35.16  | C38       | 54.50  | 21°31'44"   | 20.48  | L12       |        | N 29°25'46"W | 16.19  |
| C19       | 20.00  | 90°00'00"   | 31.42  | C29       | 175.50 | 9°03'39"    | 27.75  | C39       | 54.50  | 21°31'44"   | 20.48  | L13       |        | N 29°25'46"W | 14.34  |
| C20       | 20.00  | 90°00'00"   | 31.42  | C30       | 224.50 | 0°04'18"    | 0.28   | C40       | 54.50  | 36°37'01"   | 34.83  | L14       |        | N 31°45'07"W | 9.08   |
| C21       | 20.00  | 90°00'00"   | 31.42  | C31       | 200.00 | 21°54'54"   | 76.50  | C42       | 175.50 | 1°37'21"    | 4.97   | L15       |        | N 02°07'50"E | 5.70   |
| C22       | 20.00  | 90°00'00"   | 31.42  | C32       | 200.00 | 21°54'54"   | 76.50  | C43       | 175.50 | 12°51'15"   | 39.37  | L16       |        | N 02°07'50"E | 40.65  |
| C23       | 20.00  | 90°00'00"   | 31.42  | C33       | 31.50  | 20°36'08"   | 11.33  | C44       | 224.50 | 12°52'14"   | 50.43  | L17       |        | N 87°52'10"W | 20.00  |
| C24       | 20.00  | 99°12'06"   | 34.63  | C34       | 54.50  | 20°53'46"   | 19.88  | C45       | 45.50  | 90°00'00"   | 71.47  | L19       |        | N 42°46'45"W | 36.59  |



2/14/21

CEDAR HILL ESTATES PREPARED FOR LGI HOMES-WASHINGTON, LLC.  
11, DECEMBER 2020 BY MEAD GILMAN AND ASSOCIATES

**MGA** MEAD GILMAN  
LAND SURVEYORS

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PROJ. NO. 20015 SHEET 5 OF 5



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 9c  
**DATE:** March 25, 2021  
**SUBJECT:** Final Plat of Cedarhome Crest Phase II  
**CONTACT PERSON:** Amy Rusko, Senior Planner  
**ATTACHMENTS:** A – Final Plat of Cedarhome Crest Phase II  
(Schmitt Preliminary Plat Phase II)

---

### **ISSUE**

The City Council is being asked to review the final plat of Cedarhome Crest Phase II (Schmitt Preliminary Plat Phase II) and allow the applicant to record the plat.

### **RECOMMENDATION**

1. Discuss the final plat of Cedarhome Crest Phase II and make a recommendation of approval.

### **SUMMARY STATEMENT**

JM1 Holdings submitted a preliminary plat application for 78 residential lots in September 2018. The project was reviewed per the City's permitting process and was approved after a public hearing with the Hearing Examiner in February 2019. The applicant submitted a preliminary plat minor amendment in March 2019 to split the three duplex lots into fee simple lots. This changed the total number of lots from 78 to 81, but the unit count remains the same. The project was split into two phases, Phase I (lots 1-78) was retained by JM1 Holdings and Phase II (lots 79-81) was retained by Brian and Keri Von Moos. As part of this preliminary plat a Developers Agreement was required for the future development of Phase II owned by Von Moos. The Developers Agreement was submitted in May 2019. The Developers Agreement was reviewed at the August 2019 and October 2019 Community Development Committee meetings. A public hearing was held in front of the Hearing Examiner in August 2019. The Hearing Examiner's Recommendation was forwarded to City Council. City Council approved the Development Agreement under Resolution 2019-12 in October 2019.

Von Moos retained Phase II of the preliminary plat and was not required to complete any civil construction improvements at this time. The frontage improvements have been completed by LGI Homes with Phase I of the project. Phase II of the project is contingent on the installation of the Phase I improvements and the approved Development Agreement. Von Moos has submitted for Final Plat of Phase II for approval. Phase II consists of 2 single family residential lots and 1 multi-family lot (minimum 18 units). Phase

II has additional development standards that are regulated through the Development Agreement.

## **DISCUSSION**

City staff has reviewed and approved the final plat for Cedarhome Crest Phase II. The final plat maps are ready to be signed by the Mayor, the Community Development Director and the Public Works Director.

Community Development and Public Works Departments did not have any punch list items to inspect with this phase of the plat. The civil construction required for final plat approval is required to be completed with Phase I (Cedar Hill Estates). The follow items shall be conditions of the approval of the final plat of Cedarhome Crest Phase II and shall be signed and recorded with the final plat:

- Development Agreement
- Use Agreement

Based on staff review, the applicant has completed all applicable conditions of the preliminary plat approval. Any conditions to be completed prior to building permit issuance and other restrictions are identified on the face of the plat map.

SMC 16.20.060(3) states:

*After being approved as required above, the final plat shall be presented to the city council. After finding that the final plat has been completed in accordance with the provisions of this code, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be completed, and that the interests of the city are fully protected, the mayor shall sign the final plat accepting such dedications and easements as may be included thereon, and the final plat shall be returned to the applicant for filing for record with the auditor.*

Upon approval by the City Council, the Mayor will sign the final plat along with city staff. The final plat will be returned to the applicant to record with the Snohomish County Auditor Office.

## **FINANCIAL IMPACT**

1. Upon recording of the final plat, each lot will contribute by paying city property taxes.
2. The plat has made improvements to Capital Improvement Projects, as listed in the 6-year CIP and within the Water Master Plan, Sewer Master Plan and Traffic Improvement Plan. The project is eligible for credits for the improvements that have been made off-site.

## **COMMITTEE RECOMMENDATIONS**

The final plat was discussed at the February 18, 2021 Community Development Committee Meeting. The Committee had no concerns and was supportive of moving forward with the adoption final plat.

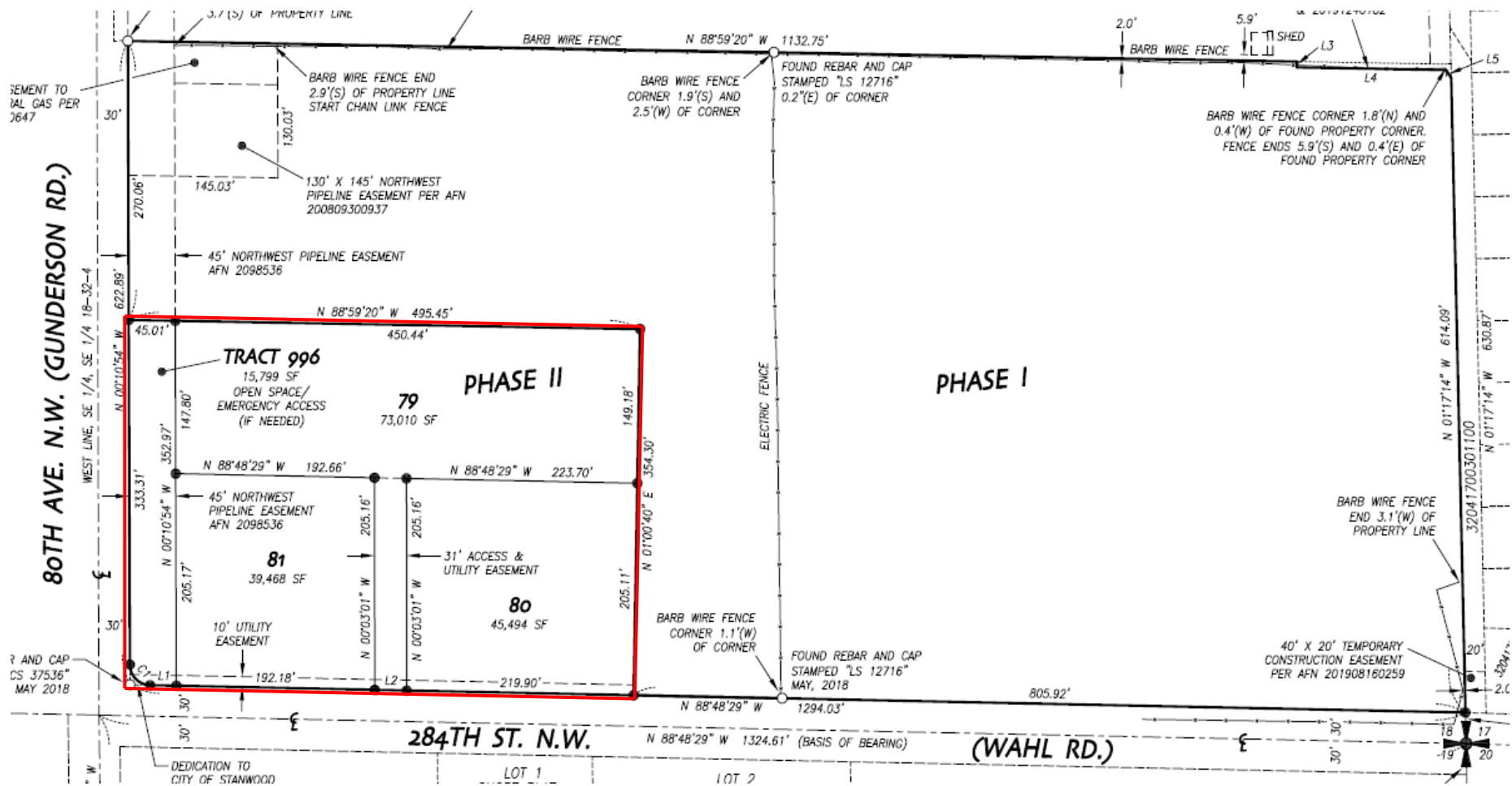
### **CITY COUNCIL OPTIONS**

1. Approve the final plat of Cedarhome Crest Phase II as presented.
2. Return the final plat of Cedarhome Crest Phase II to the applicant to make final correction or edits to the final plat.

### **RECOMMENDED ACTION**

**I MOVE TO APPROVE THE FINAL PLAT OF CEDARHOME CREST PHASE II AND TO ALLOW THE MAYOR TO SIGN THE FINAL PLAT IN ACCORDANCE WITH SMC 16.020.060(3).**

# CEDARHOME CREST PHASE II FINAL PLAT MAP



## PLAT OF CEDARHOME CREST, PHASE II

FILE NO.: 2020-0032

SE 1/4 OF THE SE 1/4, SECTION 18, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M.  
CITY OF STANWOOD, SNOHOMISH COUNTY, WASHINGTON

## DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS, IN FEE SIMPLE OF THE LAND HEREBY SUBDIVIDED, BEING THE PLAT OF CEDARHOME CREST, PHASE II, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC., SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC., SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED, WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING AN ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER, AFTER ACQUIRING A CULVERT PERMIT FROM THE CITY OF STANWOOD COMMUNITY DEVELOPMENT DEPARTMENT, IF REQUIRED, AND SUBJECT TO ANY OTHER EXISTING PERMITTING REQUIREMENTS THEREFORE.

TRACT 996 IS HEREBY GRANTED AND CONVEYED TO THE OWNER OF LOT 81 FOR OPEN SPACE AND EMERGENCY ACCESS PURPOSES, IF NEEDED. SUBJECT TO AN EASEMENT FOR NATURAL GAS PIPELINE.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 26th DAY OF February, 2020, 2021

BY: [Signature]  
LOI HOMES - WASHINGTON, LLC

V.P. of Development  
TITLE

BY: [Signature]  
BRIAN K. VON MOOS

BY: [Signature]  
KERI VON MOOS

## ACKNOWLEDGMENTS

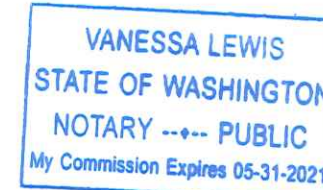
STATE OF Washington }  
COUNTY OF Snohomish } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Tim Bruggeman IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT ON OATH STATING THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE V.P. of Development OF LOI HOMES - WASHINGTON, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

[Signature]  
NOTARY SIGNATURE

Vanessa Lewis  
(PRINT NAME) DATED: 2/26/21

NOTARY PUBLIC IN AND FOR THE STATE OF Washington  
RESIDING AT Clinton, WA  
MY APPOINTMENT EXPIRES: 5/31/2021



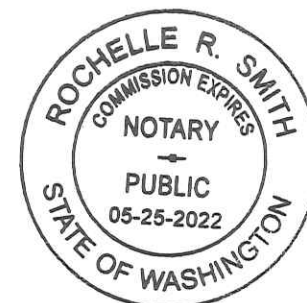
STATE OF Washington }  
COUNTY OF Snohomish } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BRIAN K. VON MOOS IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

[Signature]  
NOTARY SIGNATURE

Rochelle K. Smith  
(PRINT NAME) DATED: 3/6/2020

NOTARY PUBLIC IN AND FOR THE STATE OF Washington  
RESIDING AT Lake Stevens  
MY APPOINTMENT EXPIRES: 05-25-2022



STATE OF Washington }  
COUNTY OF Snohomish } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KERI VON MOOS IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

[Signature]  
NOTARY SIGNATURE

Rochelle K. Smith  
(PRINT NAME) DATED: 3/6/2020

NOTARY PUBLIC IN AND FOR THE STATE OF Washington  
RESIDING AT Lake Stevens  
MY APPOINTMENT EXPIRES: 05-25-2022



## LEGAL DESCRIPTION

PARCEL B, CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-0059, RECORDED UNDER AUDITOR'S FILE NO. 201908165001 RECORDS OF SNOHOMISH COUNTY, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## EASEMENTS, RESTRICTIONS AND COVENANTS

1. INGRESS AND EGRESS FROM 80TH AVENUE NORTHWEST TO LOTS WITHIN THE PLAT SHALL BE PROHIBITED DUE TO SIGHT DISTANCE LIMITATION OF 80TH AVENUE NORTHWEST AND THE REQUIRED DISTANCE OF STREETS/DRIVEWAYS FROM THE INTERSECTION OF 284TH STREET NORTHWEST AND 80TH AVENUE NORTHWEST.

2. IMPACT FEES FOR TRAFFIC, PARKS, FIRE AND SCHOOL ARE PAYABLE AT THE LEVELS IN EFFECT AT THE TIME OF BUILDING PERMIT SUBMITTAL. CREDITS ASSOCIATED WITH TRAFFIC IMPACT FEE DUE TO FRONTAGE IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT OF CEDARHOME CREST SHALL BE FOR PHASE I, HOWEVER ANY REMAINING CREDITS, IF ANY, WILL BE GIVEN TO LOTS 79 AND 81 OF PHASE II.

3. THE PLAT IS SUBJECT TO FEES FOR WATER, SEWER, AND STORMWATER GENERAL FACILITY PLANT INVESTMENT FEES AND HOOKUP FEES. THE FEES ARE PAYABLE AT THE LEVELS IN EFFECT AT THE TIME OF COMPLETE APPLICATION OF THE PRELIMINARY PLAT (SEPTEMBER 18, 2018) AND WILL BE COLLECTED AT THE TIME OF BUILDING PERMIT ISSUANCE. CREDITS ASSOCIATED WITH SEWER PLANT INVESTMENT FEES AND WATER PLANT INVESTMENT FEES DUE TO SEWERLINE AND WATERLINE IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT OF CEDARHOME CREST SHALL BE FOR PHASE I, HOWEVER ANY REMAINING CREDITS, IF ANY, WILL BE GIVEN TO LOTS 79 AND 81 OF PHASE II.

4. THE BUILDING DESIGNS FOR EACH SINGLE-FAMILY RESIDENCE, DUPLEX, AND MULTI-FAMILY BUILDING SHALL MEET THE ARCHITECTURAL STANDARDS OF STANWOOD MUNICIPAL CODE SECTION 17.112.020.

5. SUBJECT TO EASEMENT FOR NATURAL GAS PIPELINE AND DISTRIBUTION SYSTEM, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 2098536 (AS SHOWN). AN AGREEMENT FOR SPECIFIC ENCROACHMENT ON THE EASEMENT RIGHT OF WAY HAS BEEN RECORDED UNDER RECORDING NUMBER 201908060202 (NOT PLOTTABLE).

6. SUBJECT TO EASEMENT FOR ELECTRICAL TRANSMISSION, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 2316553 (CURRENTLY WITHIN RIGHT OF WAY OF 284TH STREET NORTHWEST).

7. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON SURVEY, RECORDED UNDER RECORDING NUMBER 9207225002 (NO ADDITIONAL PLOTTABLE ENCUMBRANCES).

8. SUBJECT TO UTILITY EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 200909300937 (AS SHOWN) AND AMENDED BY DOCUMENT RECORDED UNDER RECORDING NUMBER 200901080223, A PARTIAL ASSIGNMENT OF RIGHT OF WAY EASEMENT CONTRACT WAS RECORDED UNDER RECORDING NUMBER 200903240847 (PROVIDES RIGHTS TO AN ADDITIONAL ENTITY), AND AN AGREEMENT FOR SPECIFIC ENCROACHMENT ON RIGHT OF WAY WAS RECORDED UNDER RECORDING NUMBER 201908060202 (BLANKET OVER EASEMENT AREA).

9. SUBJECT TO TEMPORARY USE EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 201901240181 (AS SHOWN, TO TERMINATE UPON RELOCATION OF EXISTING FENCE AND CONSTRUCTION OF A NEW FENCE).

10. SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 201901240182 (AS SHOWN, TO TERMINATE UPON COMPLETION OF FENCE).

11. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2018-0604, RECORDED UNDER RECORDING NUMBER 201908015001 (NO ADDITIONAL PLOTTABLE ENCUMBRANCES).

12. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, AS SET FORTH ON CITY OF STANWOOD BOUNDARY LINE ADJUSTMENT NO. 2019-0059, RECORDED UNDER RECORDING NUMBER 201908165001 (NO ADDITIONAL PLOTTABLE ENCUMBRANCES).

13. SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 201908160259 (APPROXIMATE LOCATION IS SHOWN).

14. SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT, INCLUDING THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, AS RECORDED UNDER RECORDING NUMBER 201912300298 (APPROXIMATE LOCATION IS SHOWN PER EXHIBIT C OF DOCUMENT).

15. SUBJECT TO ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY PERFORMED BY PACIFIC COAST SURVEYS, INC. JOB NO. 19-1819, DATED DECEMBER 19, 2019. MATTERS SHOWN INCLUDE FENCES DO NOT CONFORM TO THE PROPERTY LINES (EXISTING FENCES TO BE REMOVED DURING CONSTRUCTION).

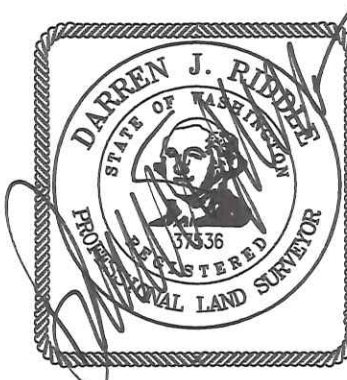
16. SUBJECT TO DEVELOPER AGREEMENT RECORDED UNDER RECORDING NUMBER \_\_\_\_\_.

17. SUBJECT TO USE AGREEMENT RECORDED UNDER RECORDING NUMBER \_\_\_\_\_.

18. SUBJECT TO CEDARHOME BENEFIT AREA FEES FOR EACH WATER SYSTEM SERVICE CONNECTION.

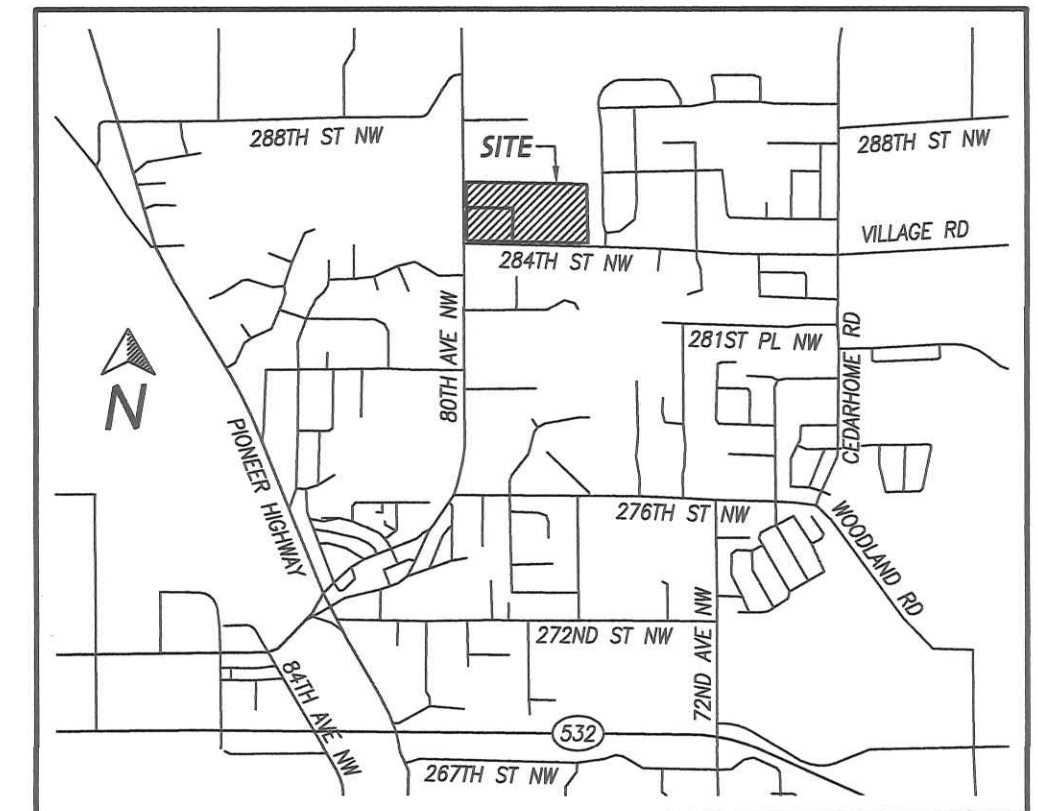
## LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF JMI HOLDINGS, LLC IN JANUARY, 2020. THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS HAVE BEEN STAKED CORRECTLY ON THE GROUND. I HEREBY CERTIFY THAT THIS PLAT OF CEDARHOME CREST, PHASE II IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED AND THAT THE DISTANCES, COURSES AND ANGLES ARE HEREON SHOWN CORRECTLY AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATING.



[Signature]  
DARREN J. RIDDLE  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 37536

3/4/20  
DATE



## VICINITY MAP

NOT TO SCALE

## CITY OF STANWOOD APPROVALS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

PUBLIC WORKS DEPARTMENT DIRECTOR

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

MAYOR OF STANWOOD

## TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING \_\_\_\_\_ TAXES.

TREASURER, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY TREASURER

PARCEL NUMBERS: 32041800401400, 32041800401500  
TAX PARCEL NUMBER MAY CHANGE AFTER RECORDING, THE NUMBERS LISTED HERE ARE FOR THE ORIGINAL PARCELS BEING SUBDIVIDED OR ALTERED

## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF PACIFIC COAST SURVEYS, INC. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M, AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGES \_\_\_\_\_, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

BY: \_\_\_\_\_  
DEPUTY COUNTY AUDITOR

A.F. NO. \_\_\_\_\_ SHEET 1 of 2

|                                                        |                 |                                            |                    |
|--------------------------------------------------------|-----------------|--------------------------------------------|--------------------|
| Pacific Coast Surveys, Inc.                            |                 | CEDARHOME CREST, PHASE II                  |                    |
| LAND SURVEYING & MAPPING                               |                 | FILE NO.: 2020-0032                        |                    |
| P.O. BOX 13619<br>MILL CREEK, WA 98082                 |                 | CITY OF STANWOOD, SNOHOMISH COUNTY, WA     |                    |
| PH. 425.512.7099 FAX 425.357.3577<br>www.PCSurveys.net |                 | SE 1/4 SE 1/4, SEC.18, T.32N., R.4E., W.M. |                    |
| DRAWN BY<br>IGM                                        | DATE<br>3.04.20 | DRAWING FILE NAME<br>181509fpmPli.dwg      | JOB NO.<br>18-1509 |

LINE TABLE

| LINE | LENGTH | BEARING       |
|------|--------|---------------|
| L1   | 25.49  | N 88°48'29" W |
| L2   | 31.01  | N 88°48'29" W |
| L3   | 5.70   | N 01°00'40" E |
| L4   | 144.55 | N 88°59'20" W |
| L5   | 9.08   | N 32°52'17" W |
| L6   | 30.03  | N 01°17'14" W |
| L7   | 52.50  | N 89°49'06" E |
| L8   | 15.00  | N 00°10'54" W |
| L9   | 37.50  | N 89°49'06" E |
| L10  | 23.03  | N 88°48'29" W |
| L11  | 6.70   | N 00°10'54" W |
| L12  | 50.52  | N 57°32'38" W |

## 10 FOOT FRONTAGE UTILITY EASEMENT

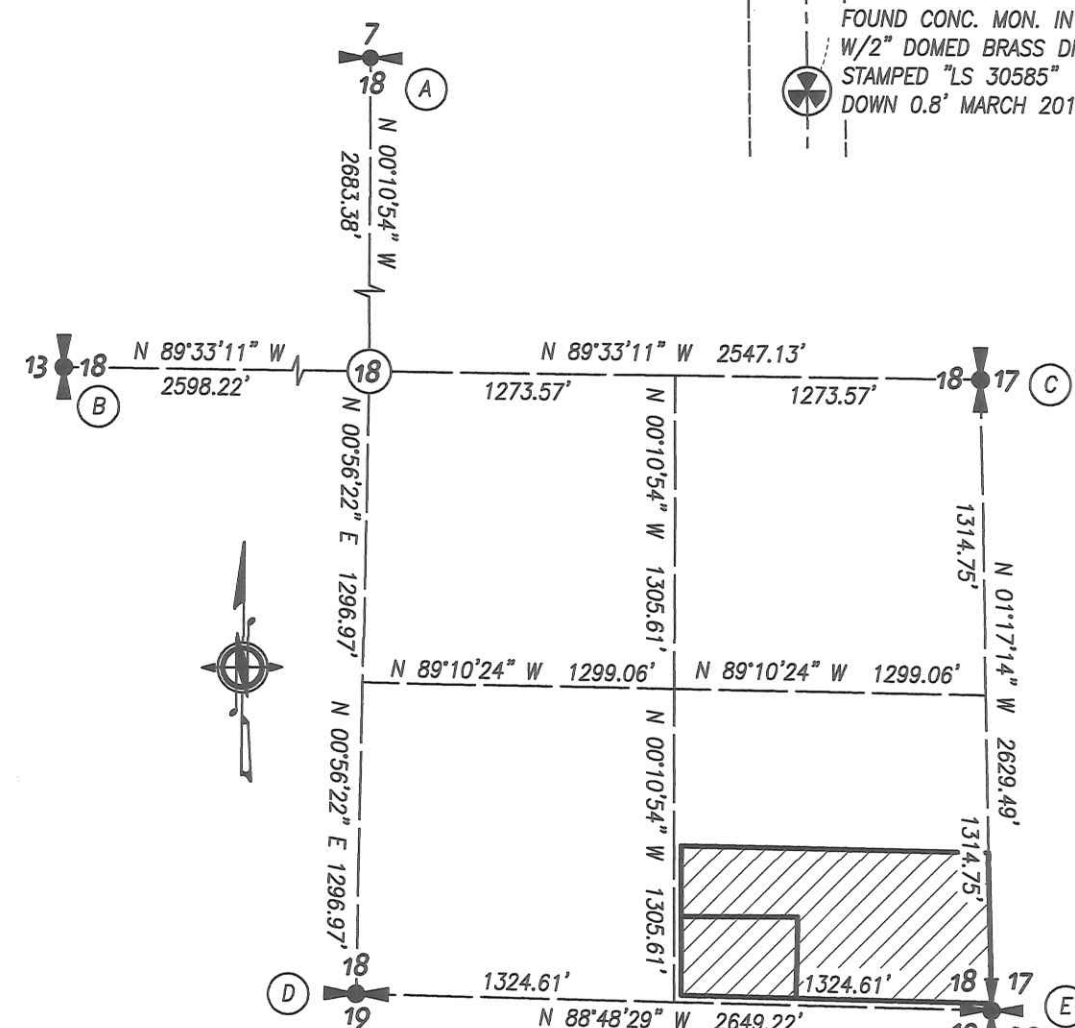
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT SHORT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF 284TH STREET NORTHWEST, INCLUDING ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPEN AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SHORT SUBDIVISION WITH ELECTRICITY, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

## PUBLIC STORM DRAINAGE EASEMENT

PUBLIC STORM DRAINAGE EASEMENTS ON THE SHORT PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF STANWOOD, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES OR SEWER UTILITIES UNDER, UPON, OR THROUGH THE EASEMENT.

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA ANGLE |
|-------|--------|--------|-------------|
| C1    | 30.94  | 20.00  | 88°37'35"   |
| C2    | 77.04  | 165.00 | 26°45'11"   |
| C3    | 68.07  | 165.00 | 23°38'10"   |

QUARTER SECTION BREAKDOWN  
NOT TO SCALE

## MONUMENT TABLE

- (A) FOUND Cased CONC. MON. WITH 3" BRASS DISK MARKED 1/4 COR. WITH "X". DOWN 0.25' MARCH 2018.
- (B) FOUND STRONG SIGNAL FROM MAGNETIC LOCATOR AT THE CALCULATED POSITION. POSITION IS NOW IN A CONCRETE DRIVEWAY. DID NOT RECOVER ANY MONUMENT. MARCH 2018.
- (C) FOUND 1" IRON PIPE WITH WOOD PLUG, 1.2' ABOVE GRADE MARCH 2018.
- (D) FOUND 5/8" IRON PIPE AT GRADE MARCH 2018.
- (E) FOUND Cased CONC. MON. W/5/8" IRON ROD W/PUNCH. DOWN 0.4' MARCH 2018. HELD FOR POSITION

## EQUIPMENT &amp; PROCEDURES

METHOD OF SURVEY:  
SURVEY PERFORMED BY FIELD TRAVERSE

INSTRUMENTATION:  
LEICA TS15 ROBOTIC ELECTRONIC TOTAL STATION

PRECISION:  
MEETS OR EXCEEDS STATE STANDARDS WAC 332-130-090

BASIS OF BEARING:  
N 88°48'29" W, BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M., AS SHOWN ON RECORD OF SURVEY, RECORDED UNDER AUDITOR'S FILE NUMBER 201210195004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

## LEGEND

- SET 1/2" X 24" REBAR & CAP STAMPED "LS. 37536"
- FOUND REBAR & CAP AS NOTED
- ⊙ FOUND Cased CONC. MON. AS NOTED
- ⊔ RIGHT OF WAY CENTERLINE
- ⊔ UTILITY EASEMENT

A.F. NO.

SHEET  
2 of 2

Pacific Coast Surveys, Inc.

LAND SURVEYING &amp; MAPPING

P.O. BOX 13619  
MILL CREEK, WA 98082PH. 425-512-7099 FAX 425-357-3577  
www.PCSurveys.net

CEDARHOME CREST, PHASE II

FILE NO.: 2020-0032

CITY OF STANWOOD, SNOHOMISH COUNTY, WA  
SE 1/4 SE 1/4, SEC.18, T.32N., R.4E., W.M.

| DRAWN BY | DATE    | DRAWING FILE NAME | SCALE   | JOB NO. |
|----------|---------|-------------------|---------|---------|
| IGM      | 3-04-20 | 181509fpmPIL.dwg  | 1"=100' | 18-1509 |



## CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

**ITEM NUMBER:** 9d  
**DATE:** March 25, 2021  
**SUBJECT:** First Reading of Ordinance 1496 Repealing SMC 2.52  
**CONTACT PERSON:** Jennifer Ferguson, City Administrator  
**ATTACHMENTS:** A – Ordinance 1496 Repealing SMC 2.52  
B – Sno-Isle Library Request

**Resource Link:** none

---

### **PURPOSE**

The purpose for this agenda item is for Council consideration and the first reading of proposed Ordinance 1496 Repealing SMC 2.52 (See Attachment A).

### **BACKGROUND**

The City received a request from the Sno-Isle Library District (See Attachment B) to dissolve the Stanwood Library Board created pursuant to Stanwood Municipal Code 2.52. At the Stanwood City Council meeting on February 25, 2021, the Council discussed the requested and directed staff to bring forward an ordinance repealing SMC 2.52. The Stanwood Library is located at 9701 271<sup>st</sup> Street NW in the City's Downtown Central District and is a popular destination and resource for all community members. Prior to 2015, the City of Stanwood and Snohomish County (later Sno-Isle) Library District contracted for library services and governance was adopted within Stanwood Municipal Code 2.52.

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

### **ANALYSIS**

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

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

| Fiscal Impact             |                                                          |                           |                                                                                              |
|---------------------------|----------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|
| There is no fiscal impact |                                                          |                           |                                                                                              |
| <b>Fund(s):</b>           | N/A                                                      |                           |                                                                                              |
| <b>Amount:</b>            | \$                                                       | <b>Project Estimate:</b>  | \$ -                                                                                         |
| <b>Budget Authorized</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>Amendment Required</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Monitor |

## **RECOMMENDATIONS**

**Staff Recommendation:** Staff recommends authorization of the first reading of Ordinance 1496 to repeal SMC 2.52.

**Committee/Board Recommendation:** The Community Development Committee reviewed the Sno-Isle Library request on February 18, 2021 and supports the Library request to dissolve the formal board. The City Council reviewed the Sno-Isle Library request on February 25, 2021 and directed staff to bring forth an ordinance repealing SMC 2.52.

## **CITY COUNCIL OPTIONS**

1. The Council may authorize the first reading of Ordinance 1496 Repealing SMC 2.52
2. The Council may not authorize the first reading and direct staff to bring back alternate options for future Council consideration

## **PROPOSED MOTION**

**MOTION TO AUTHORIZE THE FIRST READING OF ORDINANCE 1496 REPEALING STANWOOD MUNICIPAL CODE 2.52 DISSOLVING THE STANWOOD LIBRARY BOARD**

**ORDINANCE NO. 1496**

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON  
REPEALING CHAPTER 2.52 OF THE STANWOOD MUNICIPAL CODE**

WHEREAS, it is the intent of the City Council to maintain the Stanwood Municipal Code in a manner which keeps it current with city administrative policy and procedures; and

WHEREAS, Stanwood voters approved annexation into the Sno Isle Library District in 2015 and duties of the Library Board of Trustees have changed since its inception are no longer required; and

WHEREAS, the City Council wishes to amend SMC Title 2 to correspond with the facts represented in the aforementioned recitals.

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

**Section 1. SMC Title 2 Amended.** SMC Title 2 is hereby amended as presented in the underline and strikethrough font in Attachment A.

**Section 2. Severability.** If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

PASSED by the City Council of the City of Stanwood and APPROVED by the Mayor this \_\_\_\_ day of March, 2021.

CITY OF STANWOOD

\_\_\_\_\_  
Elizabeth Callaghan, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sara Robinson, City Clerk

\_\_\_\_\_  
Brett Vinson, City Attorney

Title 2  
ADMINISTRATION AND PERSONNEL

Chapter 2.52  
BOARD OF LIBRARY TRUSTEES

**~~2.52.010 Establishment.~~**

~~There shall be a board of library trustees for the city as provided by Chapter [27.12](#) RCW. The board shall consist of five trustees who shall be appointed by the mayor with the consent of the council.~~

~~(Ord. 1134 § 1, 2003; Ord. 402 § 1, 1973).~~

**~~2.52.020 Term.~~**

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

**~~2.52.030 Organization.~~**

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

**~~2.52.040 Vacancies.~~**

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

**~~2.52.050 Compensation.~~**

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

**~~2.52.060 Removal.~~**

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

**~~2.52.070 Duties and functions.~~**

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

**~~2.52.080 Use by nonresidents.~~**

~~The Stanwood Community Library building was funded with liberal contributions of persons residing on Camano Island and rural northwest Snohomish County, and in grateful appreciation, the city shall never discriminate in any way against use of the~~

~~library facilities by nonresidents of the city. (Ord. 1134 § 1, 2003; Ord. 402 § 8, 1973).~~

**~~2.52.090 Rules and regulations.~~**

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



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

2/8/2021

Dear Stanwood City Council Members;

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

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

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

Regards,

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

9-34



## **CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT**

**ITEM NUMBER:** 9e

**DATE:** March 25, 2021

**SUBJECT:** First Reading of Ordinance 1497 Amending SMC Title 10

**CONTACT PERSON:** Rob Martin, Police Chief

**ATTACHMENTS:** A – Ordinance 1497, Amending SMC Title 10 – Vehicles and Traffic

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### **PURPOSE**

The purpose of this agenda item is for Council consideration and authorization of the first reading of proposed Ordinance 1497 amending Stanwood Municipal Code, Title 10 Vehicles and Traffic.

### **BACKGROUND**

Washington Administrative Code 308-330-100 established the Model Traffic Ordinance by which municipalities can adopt by reference state traffic statutes. Municipalities can adopt Revised Code of Washington Title 46 in its entirety or select individual statutes. Stanwood adopted individual state traffic statutes, and supplemented SMC Title 10 with municipal codes to address issues specific to the community. Staff was asked to review Stanwood Municipal Code Chapter 10.46 Stopping, Standing and Parking. More specifically, we looked at 10.46.090 Storage, display and overtime parking.

### **ANALYSIS**

During a review of the city's traffic statutes, staff found several conflicts between our local code and state codes. To correct these inconsistencies, staff is recommending several amendments to SMC Title 10. These amendments include adding language which incorporates future changes or amendments to state traffic statutes. Additionally, staff is recommending adding sections of the Revised Code of Washington to the list of traffic statutes adopted through the Model Traffic Ordinance.

Proposed Code Amendments:

| Statute       | Title                                                                    | Explanation                                                                                                                                                                                                                                                                                                                                                                         |
|---------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SMC 10.08.010 | Statutes designated                                                      | The general rule is that a statute ( <i>or</i> regulation, etc.) adopted by reference remains unchanged after it is adopted, even though the statute itself may be later amended. This general rule does not apply, however, if the statute authorizing adoption by reference also allows for future amendments of the referenced material to be automatically adopted.             |
| SMC 10.08.040 | Adoption of state traffic statute – Criminal offenses                    |                                                                                                                                                                                                                                                                                                                                                                                     |
| SMC 10.08.080 | Adoption of state statutes regulating disposition of traffic infractions |                                                                                                                                                                                                                                                                                                                                                                                     |
| SMC 10.46.090 | Storage, display and overtime parking                                    | This SMC lists parking in excess of 72 hours as a violation. It is vague and open for interpretation. We would like to add language which addresses the issue of re-parking in the same area to avoid penalty.                                                                                                                                                                      |
| RCW 46.20.075 | Intermediate license                                                     | This RCW is specific to teenaged driver's operating under an intermediate license. Among the violations of an intermediate license is using a wireless communications device while operating a vehicle.                                                                                                                                                                             |
| RCW 46.61.672 | Using a personal electronic device while driving                         | SMC Title 10 does not address the use of a personal electronic device. Adopting this RCW under the Model Traffic Ordinance would resolve the issue.                                                                                                                                                                                                                                 |
| RCW 46.61.673 | Dangerously distracted driving                                           | <p>This is a secondary offense that can be added when a driver's action clearly indicates a distraction inside the vehicle, but police are unable to show they were using a personal electronic device. \$99 fine</p> <p>SMC 10.08.20 addresses inattentive driving as a violation. It is similar to dangerously distracted driving and is also a secondary offense. \$250 fine</p> |

| Fiscal Impact     |                                                          |                    |                                                                                              |
|-------------------|----------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------|
| N/A               |                                                          |                    |                                                                                              |
| Fund(s):          |                                                          |                    |                                                                                              |
| Amount:           | \$ 0.00                                                  | Project Estimate:  | \$ -                                                                                         |
| Budget Authorized | <input type="checkbox"/> Yes <input type="checkbox"/> No | Amendment Required | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Monitor |

## **RECOMMENDATIONS**

### **Staff Recommendation:**

1. Authorize the first reading of Ordinance 1497 amending SMC Title 10.
2. Review and discuss proposed amendments and forward for the Ordinance second reading and adoption on April 8, 2021.

### **Committee/Board Recommendation:**

The Public Safety Committee's September 2020 meeting included a briefing on the proposed amendments to SMC Title 10. At that meeting the Committee recommended forwarding the code amendment to the full council for adoption.

## **CITY COUNCIL OPTIONS**

1. Authorize the first reading of Ordinance 1497 amending SMC Title 10 and proceed with the second and final reading with adoption on April 8, 2021.
2. Direct staff to make changes to the proposed Ordinance and to review said changes with the second and final reading.
3. Do not approve Ordinance 1497.

## **PROPOSED MOTION**

**MOTION TO AUTHORIZE THE FIRST READING OF ORDINANCE 1497 AMENDING TITLE 10 OF THE STANWOOD MUNICIPAL CODE, VEHICLES AND TRAFFIC, AND PROCEED WITH THE SECOND AND FINAL READING OF THE ORDINANCE ON APRIL 8, 2021.**

**CITY OF STANWOOD  
Stanwood, Washington**

**ORDINANCE 1497**

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON  
RELATING TO CERTAIN CHAPTERS WITHIN TITLE 10  
ENTITLED “VEHICLES AND TRAFFIC” AND PROVIDING FOR  
SEVERABILITY**

**WHEREAS**, there are certain laws related to vehicles and traffic set forth in the Revised Code of Washington that have not been adopted by reference by the City; and

**WHEREAS**, City desires to update certain sections of Title 10 entitled “Vehicles and Traffic” to provide clarity, consistency, and to ensure that any future changes to the provisions adopted by reference in state law are automatically updated by the City;

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

Section 1. Chapter 10.08 entitled “Statutes Designated” is hereby amended to read as follows:

(1) The following state traffic statutes, including all future additions, amendments and repeals therefor, are hereby adopted by this reference, as if set forth in full.

(a) RCW

46.12.101

(2) & (5) Transfer of ownership, how perfected.

(b) RCW

46.16.010 Licenses and plates required Exceptions.

46.16.065 Small trailer license fee Conditions.

46.16.135 Monthly tonnage license – Penalty.

46.16.140 Over licensed capacity.

46.16.145 Over licensed capacity – 2nd offense.

46.16.145 Over Licensed capacity – 3rd offense.

46.16.170 Improper gross weight signs/no signs.

46.16.240 Attachment of plates to vehicles violations enumerated.

46.16.260 License registration certificate/ maximum gross weight license – Signature required – Carried in vehicle – Penalty – Inspection – Exceptions.

46.16.381 License plates, cards, and decals for certain disabled persons – Qualifications – Transfer of vehicle – Fees – Rules – Violations, penalties and defense.

46.16.505 Campers – License and plates – Application – Fees.

(c) RCW

46.20 Possession of suspended/ cancelled/revoked license.

46.20.041 Physically or mentally disabled persons – Procedure – Restrictions – Violations – Penalty.

46.20.055 Instruction permits end temporary licenses.

**46.20.075 Intermediate license**

46.20.190 License to be in immediate possession and displayed on demand.

46.20.205 Failure to notify DOL of new address in required time.

46.20.343 Unlawful to allow unauthorized minor child or ward to drive.

46.20.344 Unlawful to allow unauthorized person to drive.

46.20.500 Special endorsement for motorcycle operator's license – Moped exception.

(d) RCW

46.30.020 No vehicle insurance.

46.30.040.1 No insurance ID card.

(e) RCW

46.32.060 Moving defective vehicle unlawful (authority to impound).

(f) RCW

46.37.010 Scope en effect of regulations – General penalty.

46.37.020 When lighted lamps and signaling devices are required.

46.37.070 Stop lamps and turn signals required.

46.37.090

A and B Additional equipment required on certain vehicles.

46.37.100 Equipment violation/lamps wrong color.

46.37.110 Reflectors/clearance/marker lamps not mounted properly.

46.37.140 Lamps, reflectors, and flags on projecting load.

46.37.180 Spot lamps and auxiliary lamps.

46.37.190 Red lights on emergency vehicles, school buses, private carrier buses – Colored lights and sirens on emergency and law enforcement vehicles – Driver's duty to yield and atop.

46.37.230 Use of multiple-beam road lighting equipment.

46.37.340 Defective braking equipment.

46.37.351 Brakes on commercial equipment required.

46.37.360 Improper maintenance of brakes

46.37.369 Defective equipment/wheels/ front suspension.

46.37.375 Defective steering.

46.37.380 No horn or warning device.

46.37.390 Mufflers, prevention of noise – Smoke and air contaminants – Standards – Definitions.

46.37.400 Equipment violation/mirrors.

46.37.410 Equipment violation/wipers/ windshield obstruction.

46.37.420 Restrictions as to tire equipment.

46.37.425 Authority of state commission on equipment with reference to tires – Rules and regulations – Penalty.

46.37.430 Illegally tinted windows.

46.37.440 Fail to carry flares/warning devices.

46.37.450 Fail to display warning devices (disabled vehicles).

46.37.465 Improper fuel system safety requirements.

46.37.480 Television viewers and earphones.

46.37.490 Safety load chains end devices required.

46.37.500 Splash guards required.

46.37.513 Bumpers required.

46.37.517 Sharp protrusions/body hardware.

46.37.522 Motorcycles and motor-driven cycles – When head lamps and tail lamps to be lighted.

46.37.530 Motorcycle helmet requirement.

46.37.535 Motorcycle helmet requirement.

(g) RCW

46.44.010 Exceeding legal width.

46.44.020 Exceeding legal height.

46.44.030 Exceeding legal length.

46.44.034 Maximum length front/rear protrusions.

46.44.036 Combinations of units/exceeds limits.

46.44.037 Unlawful combination of units.

46.44.038 Permit required to exceed width/ height/length restrictions.

46.44.041 Exceeding maximum gross weight/axle.

46.44.041A Exceeding maximum gross weight/axle 2nd violation.

46.44.041A Exceeding maximum gross weight/axle 3rd violation.

46.44.042 Maximum gross weight/tire factor.

46.44.041A Maximum gross weight/tire factor 2nd violation.

46.44.042b Maximum gross weight/tire factor 3rd violation.

46.44.047 Log truck exceeding legal weight/log tolerance.

46.44.050 Wheelbase under minimum length.

46.44.060 Excess load limit/passenger vehicle.

46.44.070 Drawbar requirements – Trailer whipping or weaving – Towing flag.

46.44.080 Violation of emergency road restrictions/road closure.

46.44.090 Special permit violations/ oversize/overweight.

46.44.091 Exceeding gross weight special permit.

46.44.095 Violation of additional tonnage permits.  
46.44.100 Failure to weigh where required by law.  
46.44.105 Refusal to submit to weighing.  
46.44.105a Over legal load.  
46.44.105b Over legal load – 2nd violation.  
46.44.105c Over legal load – 3rd violation.  
46.44.105d Violation of any posted limitation on highway or section of highway.

(h) RCW

46.52.030 Accident reports.  
46.52.088 Reports – False information.

(i) RCW

46.61.050 Obedience to and required traffic-control devices.  
46.61.060 Pedestrian control signals.  
46.61.080 Interference with official traffic-control devices or railroad signs or signals.  
46.61.100 Drive on right side of roadway Exceptions  
46.61.110 Overtaking a vehicle on the left.  
46.61.115 When overtaking on the right is permitted.  
46.61.120 Limitations on overtaking on the left.  
46.61.125 Further limitations on driving to left of center of roadway.  
46.61.135 One-way roadways and rotary traffic island.  
46.61.140 Driving on roadways laned for traffic.  
46.61.145 Following too closely.  
46.61.150 Driving on divided highways.  
46.61.160 Restrictions on limited access highways.  
46.61.180 Vehicle approaching intersection.  
46.61.190 Vehicle entering stop or yield intersection.

46.61.195 Arterial highways designated – Stopping or entering.

46.61.205 Vehicle entering highway from private road or driveway.

46.61.210 Operation of vehicles on approach of authorized emergency vehicles.

46.61.235 Pedestrians' right of way in crosswalks.

46.61.250 Pedestrians on roadways.

46.61.255 Hitchhiking (in restricted area) limited access highway.

46.61.266 Pedestrians under the influence of alcohol or drugs.

46.61.290 Required position and method of turning at intersection.

46.61.295“U” turns.

46.61.300 Starting parked vehicle.

46.61.305 Turning, stopping, moving right or left – Signals required – Improper use prohibited.

46.61.310 Signals by hand and arm or signal lamps.

46.61.340 Failure to stop at railroad on approach of train.

46.61.365 Emerging from alley, driveway, or building.

46.61.370 Overtaking and passing school bus.

46.61.385 School patrol – Appointment – Authority – Finance – Insurance.

46.61.400 Basic rule and maximum limits.

46.61.425 Minimum speed regulation – Passing slow moving vehicle.

46.61.519 Alcoholic beverages – Drinking or open container in vehicle on highway – Exceptions.

46.61.5195 Disguising alcoholic beverage container.

46.61.560 Parking on roadway.

46.61.570 Stopping, standing, or parking prohibited in specified places – Reserving portion of highway prohibited.

46.61.600 Failure to secure parked vehicle (runaway).

46.61.605 Illegal backing.

46.61.610 Riding on motorcycles.

46.61.611 Riding on motorcycles – Maximum height or handlebars.

46.61.612 Riding on motorcycles – Both feet not to be on same side.

46.61.615 Obstructions to driver's view or driving mechanism.

46.61.625 Riding in trailers.

46.61.635 Following or parking within 500 feet of fire apparatus on emergency.

46.61.640 Crossing fire hose.

46.61.645 Throwing or depositing glass, etc., on highway prohibited – Removal.

46.61.655 Permitting escape of load materials.

46.61.660 Carrying persons or animals on outside part of vehicle.

46.61.670 Driving with wheels off roadway.

**46.61.672 Using a personal electronic device while driving**

**46.61.673 Dangerously distracted driving**

46.61.725 Clinging to vehicles.

46.61.687 Child passenger restraint required – Conditions – Penalty for violation – Dismissal – Noncompliance not negligence.

46.61.688 Safety belts – Use required – Penalties – Exemptions.

(j) RCW 46.70 Motorcycle helmet requirement.

(k) RCW 46.90.545 Bicycles – Obedience to traffic-control devices.

(2) Failure to perform any act required or the performance of any act prohibited in this section is designated as a traffic infraction and shall be punished by a monetary penalty of not more than \$250.00.

**Section 2.** Stanwood Municipal Code chapter 10.08.040 entitled “Adoption of state traffic statute – Criminal offenses” is hereby amended to read as follows:

**10.08.040 Adoption of state traffic statute – Criminal offenses.**

The following state traffic statute, **including all future additions, amendments and repeals thereof is are** hereby adopted by reference, as if set forth in full:

RCW

46.61.525 Operating motor vehicle in a negligent manner – Penalty – Exception.

**Section 3. Stanwood Municipal Code chapter 10.08.080 entitled “Adoption of state statutes regulating disposition of traffic infractions” is hereby amended to read as follows:**

**10.08.080 Adoption of state statutes regulating disposition of traffic infractions.**

The following state statutes regulating the disposition of traffic infractions, including all future additions, amendments and repeals thereof are hereby adopted by reference, as if set forth in full:

- (1) RCW 46.63.030 – Notice of traffic infraction – Issuance.
- (2) RCW 46.63.060 – Notice of traffic infraction – Determination final unless contested – Form. (Effective until July 1, 1984).
- (3) RCW 46.63.060 – Notice of traffic infraction – Determination final unless contested – Form. (Effective July 1, 1984).
- (4) RCW 46.63.070 – Response to notice of traffic infraction – Contesting determination – Hearing – Failure to respond or appear. (Effective July 1, 1984).
- (5) RCW 46.63.070 – Response to notice of traffic infraction – Contesting determination – Hearing – Failure to respond or appear. (Effective July 1, 1984).

**Section 4. Stanwood Municipal Code chapter 10.46.090 entitled “Storage, display and overtime parking” is hereby amended to read as follows:**

**10.46.90 Storage, display and overtime parking.**

**A. Time Restriction—No Repark.** The parking or storage of any vehicle, trailer, camper, motor home or over-sized vehicle in the same parking location on a street in excess of seventy-two consecutive hours without movement shall be unlawful. If any time after the initial seventy-two consecutive hour period the vehicle is still parked in the same location on the street in violation of the seventy-two consecutive hours parking restriction and is then re-parked on the street within the same block for any period of time up to twenty-four hours, it shall be considered to be parked in the same location within the street and therefore still in violation of the seventy-two consecutive hours parking restriction.

**B.** No person shall use the city street, right-of- way, alley or parking area:

~~(1) For parking in excess of 72 hours;~~

~~(2)~~<sup>(1)</sup> For the purpose of storage, display, sale or abandonment of any type vehicle, including farm vehicles;

~~(3)~~<sup>(2)</sup> In violation of any posted sign or painted curb;

~~(4)~~<sup>(3)</sup> To place, or allow to remain, any object or equipment.

**Section 5. Severability.** If any clause, sentence, paragraph, section or part of this Ordinance of Plan adopted herein, or their application to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such order or judgment shall not affect the validity or constitutionality of the remainder of any part of this Ordinance or Plan. To this end,

provisions of each clause, sentence, paragraph, section or part of this Ordinance and Plan are declared severable.

**Section 6. Effective Date.** This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

ADOPTED by the City Council and APPROVED by the Mayor this 8th day of April 2021.

**CITY OF STANWOOD**

\_\_\_\_\_  
Elizabeth Callaghan, Mayor

ATTEST:

By: \_\_\_\_\_  
Sara Robinson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brett Vinson, City Attorney

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_



## CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

**ITEM NUMBER:** 9f  
**DATE:** March 25, 2021  
**SUBJECT:** Stanwood School Resource Officer Interlocal Agreement  
**CONTACT PERSON:** Rob Martin, Police Chief  
**ATTACHMENTS:** A – Stanwood School Resource Officer ILA

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### **PURPOSE**

The purpose of this agenda item is for Council consideration of the proposed Interlocal Agreement for School Resource Officer between the City of Stanwood and the Stanwood Camano School District.

### **BACKGROUND**

The City of Stanwood provides a School Resource Officer (SRO) to the Stanwood Camano School District. The role of the SRO is that of a teacher, informal counselor and law enforcement officer. The SRO assists the school administration in maintaining a safe and secure environment for students and staff. The SRO is assigned to the school full-time throughout the school year and assists with other school functions, as needed, during the summer months. This partnership has proven beneficial to students, school staff and the community.

### **ANALYSIS**

The Washington State Legislature amended RCW 28A.320.124 to further define the role of an SRO and establish mandatory training requirements. School districts choosing to have an SRO program are required to address the changes in the interlocal agreement. Based on these changes, the Office of Superintendent of Public Instruction (OSPI) created a model policy to ensure statewide consistency for SRO programs.

12 – Training topics include

- Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools
- Child and adolescent development
- Trauma-informed approaches to working with youth
- Recognizing and responding to youth mental health issues

- Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities
- Collateral consequences of arrest, referral for prosecution, and court involvement
- Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement
- Local and national disparities in the use of force and arrests of children
- De-escalation techniques when working with youth and groups of youth
- State law regarding restraint and isolation in schools, including RCW 28A.600.485
- Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, and immigrants
- The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes.

The Stanwood SRO completed all mandatory training topics prior to the beginning of the 2020-2021 school year.

This agreement was reviewed by staff and the city attorney. In addition, staff met with the school district to review the changes and discuss data collection, complaint process and annual review requirements. The SRO ILA is currently pending approval of the Stanwood Camano School Board.

### **FISCAL IMPACT**

| Fiscal Impact     |                                                          |                          |                                                                                              |
|-------------------|----------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------|
| N/A               |                                                          |                          |                                                                                              |
| <b>Fund(s):</b>   | General Fund                                             |                          |                                                                                              |
| <b>Amount:</b>    | \$ -                                                     | <b>Project Estimate:</b> | \$ -                                                                                         |
| Budget Authorized | <input type="checkbox"/> Yes <input type="checkbox"/> No | Amendment Required       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Monitor |

### **RECOMMENDATIONS**

**Staff Recommendation:** Staff is recommending Council authorize the Mayor to execute an interlocal agreement with the school district for a School Resource Officer subject to the school district also approving the agreement.

**Committee/Board Recommendation:** This item was discussed with the Public Safety Committee during the February 25<sup>th</sup> meeting. The Public Safety Committee was in favor of the School Resource Officer ILA.

### **CITY COUNCIL OPTIONS**

1. The City council may authorize the Mayor to sign the ILA.
2. The City council may choose not to authorize the Mayor to sign the ILA.
3. The City council may direct staff to provide additional information.

### **PROPOSED MOTION**

**MOTION TO AUTHORIZE THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE STANWOOD CAMANO SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER SUBJECT TO THE SCHOOL DISTRICT ALSO APPROVING SAID INTERLOCAL AGREEMENT**

**INTERLOCAL AGENCY AGREEMENT  
BETWEEN THE  
CITY OF STANWOOD AND  
THE STANWOOD CAMANO SCHOOL DISTRICT #401  
RELATING TO SCHOOL RESOURCE OFFICER SERVICES**

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of March 25, 2021, by and between the City of Stanwood, (hereinafter **CITY**), and the Stanwood Camano School District #401, a municipal corporation of the State of Washington (hereinafter **DISTRICT**) regarding School Resource Officer service.

**WITNESSETH**

**WHEREAS**, the City and the District agree that it is in the mutual best interest of both parties to assign a full time School Resource Officer (as that term is defined in RCW 28A.320.124(4)) to the schools within the District, and;

**WHEREAS**, the City of Stanwood has funds to partially offset the costs of hiring a School Resource Officer, and

**WHEREAS**, the District agrees to provide partial funding towards the aforementioned School Resource Officer position;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1.0 SCOPE OF SERVICES TO BE PERFORMED**

A School Resource Officer (hereinafter **SRO**) will be assigned to the **DISTRICT** for the duration of, and subject to the terms of this agreement. The **SRO** will be a full-time, fully commissioned Stanwood Police Officer who is selected by the Police Chief, with the input and approval of the **DISTRICT**.

The **SRO**'s role shall be that of a school resource officer as a teacher, informal counselor, and law enforcement officer. As part of the training, the school resource officer will determine when to informally interact with students to reinforce school rules and when to enforce the law. Notwithstanding anything else contained herein, the **SRO** shall not become involved in formal school discipline situations that are the responsibility of school administrators.

The **SRO** will assist with the enforcement, investigation and prevention of criminal activity at **DISTRICT** schools. The **SRO** will patrol assigned campuses and facilities during school hours and during **DISTRICT** sponsored events to deter and help address issues that affect the safety and well-being of students, staff, and other community members. The **SRO** will also serve as a

positive resource to students, parents and staff and will be available to teach/assist with selected curricula as appropriate in the various **DISTRICT** campuses with the **CITY** so long as these programs fit within the allotted funding.

The **SRO** will participate as a guest speaker on law enforcement or public safety topics, as needed and agreed upon by the **DISTRICT** and the **CITY**.

It is agreed that the **SRO** will be controlled operationally by the **CITY** at all times, and that the **CITY** may call the **SRO** away from assigned duties for mandatory training, emergencies, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the on-duty police supervisor. It is agreed that during periods while school is not in session, the **SRO** may be used for other police related duties within the **CITY**. It is agreed that the scope of this contract assumes a traditional 180-day school year and that any significant change in the **DISTRICT'S** scheduling, that results in a school year exceeding 180 days, would require a renegotiation of the terms of this agreement.

The daily activities of the **SRO** will generally be governed by the Snohomish County Sheriff's Office School Resource Officer Standard Operating Policy, which is incorporated herein by reference.

Teachers and school administrators may request the **SRO** to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with School Board Policies 3225P (School-Based Threat Assessment Procedure), 3230 and 3230P (Student Privacy and Searches), and 3432 and 3432P (Emergencies). The **SRO is not required to make a request** before intervening in emergencies.

Per RCW 10.93.160, the **SRO** duties do not extend to immigration enforcement and the **SRO** will not inquire into or collect information about an individual's immigration or citizenship status, or place of birth. Neither will the **SRO** provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

All salary, wages and/or other employee compensation for **CITY** employees rendering services under this agreement shall be the responsibility of the **CITY**, unless otherwise noted in this agreement.

## **2.0 PURPOSE**

By entering into this agreement the parties intend merely that the **CITY** provide a full-time officer to be assigned to the schools within the **DISTRICT**. The **CITY** does not intend to assume, nor the **DISTRICT** expect it to gain, any greater

responsibility or liability than that imposed through the limited nature of this agreement or than that imposed through the normal provision of law enforcement services to the community.

## **2.1 ADMINISTRATION**

No separate legal or administrative entity is being created to administer this agreement. To the extent required by RCW 39.34.030, this agreement shall be administered by the District Superintendent and the Stanwood Police Chief and Stanwood City Administrator. The parties agree to follow the process set forth in Section 6.0 to resolve differences between the parties.

Nothing in this agreement is intended to create any new legal duties between the parties hereto and the public, or to alter any existing legal duties between the parties and the public

## **3.0 COMPENSATION**

The **DISTRICT** agrees to pay the following amounts to the **CITY** for the performance of the services set forth in this agreement to cover the **DISTRICT'S** share of costs associated with the provision of services under this agreement for the school year.

The **CITY** agrees to invoice the **DISTRICT** annually for an amount equal to 75% (seventy-five percent) of the School Resource Officer's salary, benefits and a prorated share of overtime, training and other direct expenses including but not limited to vehicle, uniforms, duty equipment, weapons, ammunition, ballistic vest, radio and cellular phone, as determined by the Interlocal Agreement Between Snohomish County and the City of Stanwood Relating to Law Enforcement Services. This annual service fee will be due and payable no later the 31<sup>st</sup> of March of each year and will cover the costs associated with the provision of services under this Agreement for that school year.

Payment due to the **CITY** shall be hand delivered or mailed to:

City of Stanwood Finance Department  
10220 270<sup>th</sup> Street NW  
Stanwood, WA 98292

## **3.10 SRO TRAINING AND EQUIPMENT**

The **CITY** agrees to provide all law enforcement related training and equipment to the **SRO** including, but not limited to, uniforms, duty equipment, weapons, ammunition, ballistic vest, radio, and cellular phone. The **CITY** agrees to provide a marked patrol vehicle for the **SRO**.

The **DISTRICT** agrees to provide the **SRO** access to photocopy machines, transparency blanks, copy paper, or other materials needed in the performance of the **SRO's** school duties. Should the **DISTRICT** require that the **SRO** utilize specific technology and/or training as a part of the assignment (e.g. **SRO** Officer training), then the **DISTRICT** shall be responsible for providing appropriate training, equipment and access.

The parties agree that, prior to initiating the provision of **SRO** services, the **SRO** shall have received training sufficient to meet the mandate of RCW 28A.320.124(1).

### **3.20 OFF-DUTY EMPLOYMENT**

The **DISTRICT** agrees to compensate the **SRO** under a personal services contract for security services provided outside of the normal work week assigned by the **CITY**. The services may include security for athletic events, dances, field trips, etc. The **SRO** shall be compensated for these events per the prevailing Snohomish County Deputy Sheriffs Association secondary employment rate of pay.

### **3.30 COMPLAINT RESOLUTION**

The Parties shall develop and implement a simple and objective complaint resolution system that complies with **POLICE DEPARTMENT** policies for complaints directly related to the provision of service covered by this Agreement. The complaint resolution system will register concerns regarding the **SRO** or the **SRO** Program, provide for the investigation of registered complaints, and provide for timely communication of the resolution of the complaint to the complainant. The complaint resolution system shall allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the **SRO** consistent with the **SRO's** due process rights and any applicable employment protections subject to the provisions of the Public Records Act. The District will inform all students, parents, guardians, teachers, and administrators of the complaint resolution system at the beginning of each school year.

### **4.0 TIME OF PERFORMANCE**

This agreement shall commence on, or when executed by the parties. The parties agree, however, that the obligations of the parties are each contingent upon sufficient legislative appropriation being made by each party to support this agreement during each party's current and subsequent fiscal years.

### **5.0 TERMINATION**

Either party may terminate this agreement for any reason by providing written notice to the other party 30 days prior to the effective date of termination, in which

case the **DISTRICT** shall compensate the **CITY**, on a pro-rata basis for costs of services provided during the period the agreement was in effect. The pro-rata basis for costs of services shall be based on the 180 contracted days as defined in the Scope of Services. In addition, if this agreement is terminated prior to the completion of the contracted days, the **CITY** will refund to the **DISTRICT** on a pro- rate basis compensation paid for services not received.

## **6.0 DISPUTES**

Any disputes between the **CITY** and the **DISTRICT** which relate to this agreement shall be referred to the Stanwood Mayor or their designee and the Superintendent of the District, or their designee, for resolution. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the parties.

## **7.0 RECORDS**

The **CITY** shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six years after completion of this Agreement. The **DISTRICT** or its authorized representatives shall have access, during normal business hours, to **CITY** documents which directly relate to this Agreement.

While school is in session, the **CITY** shall provide a monthly written report to the **DISTRICT**, which summarizes the **SRO'S** activities during that previous month.

## **8.0 INDEMNIFICATION AND LIABILITY**

The **CITY** shall protect, save harmless, indemnify and defend, at its own expense, the **DISTRICT**, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the **CITY'S** performance of this Agreement, including claims by the **CITY'S** employees or third parties, except for those claims, lawsuits or damages caused solely by the negligence or willful misconduct of the **DISTRICT**, its elected and appointed officials, officers, employees, or agents.

The **DISTRICT** shall protect, save harmless, indemnify, and defend at its own expense, The **CITY**, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the **DISTRICT'S** performance of this Agreement, including claims by the **DISTRICT'S** employees or third parties, except for those claims, lawsuits or damages caused solely by the negligence or willful misconduct of the **CITY**, its elected and appointed officials, officers, employees, or agents.

In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the **CITY** and the **DISTRICT**, including claims by the **CITY'S** or the **DISTRICT'S** own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the District and the **CITY**, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

No liability shall be attached to the **CITY** or the **DISTRICT** by reason of entering into this Agreement except as expressly provided herein.

## **9.0 LEGAL REQUIREMENTS**

Both parties shall comply with all applicable federal, state and local laws in performing this contract.

### **9.10 APPLICABLE LAW AND VENUE**

This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to resolve any dispute or to enforce or interpret any of the terms and conditions of this Agreement shall be in the Superior Court of Snohomish County, Washington.

### **9.20 PREVAILING PARTY ATTORNEY'S FEES**

In any legal action brought to resolve or dispute or to interpret or enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to an award of its reasonable attorney's fees and costs incurred.

## **10.00 NOTICE**

Any notice to be given to the **CITY** under this Agreement shall be either mailed or personally delivered to:

Mayor Elizabeth Callaghan  
City of Stanwood  
10220 270<sup>th</sup> Street NW  
Stanwood, WA 98292

Any notice to the **DISTRICT** shall be mailed or hand delivered to:

Jean Shumate, Superintendent  
Stanwood-Camano School District  
26920 Pioneer Highway  
Stanwood, WA 98292

## **11.00 ENTIRE AGREEMENT**

This document comprises the entire agreement between the parties and supersedes any prior written or verbal understandings between the parties.

**WHEREFORE**, the parties agree to be bound by the terms and conditions set for above. Dated this 25<sup>th</sup> day of March, 2021.

CITY OF STANWOOD, WASHINGTON

STANWOOD-CAMANO SCHOOL  
DISTRICT NO. 401

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Elizabeth Callaghan, Mayor

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Jean Shumate, Superintendent