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AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, May 24, 2018 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATIONS**
 - a. Proclamation – National Poppy Day May 25, 2018
- 5. CITIZEN COMMENTS**
- 6. STAFF REPORTS**
 - a. Police Compstat Report – April 2018
 - b. Community Development Monthly Report – March/April 2018
 - c. Economic Development Board Meeting Minutes – April 19, 2018
 - d. Award Tourism Promotion Grant Stanwood Camano Arts Festivals Presents Summer Arts Jam
- 7. COMMITTEE REPORTS**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve May 10, 2018 Regular Meeting Minutes
 - c. Special Event Permit – City Contribution, July 4th Parade/Ice Cream Social
 - d. Special Event Permit – City Contribution, Port Susan Farmer's Market
- 9. OLD BUSINESS**
 - a. Ordinance 1457 – Amending 2017-2018 Budget, Second Reading and Final Adoption
 - b. Ordinance 1456 – Retail Marijuana Rules, First Reading
- 10. DISCUSSION**
 - a. 6-Year TIP 2019-2024, First Review
- 11. NEW BUSINESS**
 - a. Authorize the mayor to sign a lease agreement with the Stanwood Chamber of Commerce and RE/MAX
 - b. Authorize the mayor to sign a contract with Twin City Idler's for 2018 car show
 - c. Authorize the mayor to sign a Supplemental Work Order with Snohomish County IT
- 12. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 13. CITIZEN CLOSING COMMENTS**
- 14. ADJOURN TO EXECUTIVE SESSION – PROPERTY ACQUISITION [RCW 42.30.110(c)]**
- 15. RECONVENE AND ADJOURN**

Upcoming Meetings:

June 14, 2018 Regular Meeting
June 28, 2018 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 4a

DATE: May 24, 2018

SUBJECT: Proclaiming May 25, 2018 as National Poppy Day

CONTACT PERSON: Leonard Kelley, Mayor

ATTACHMENTS: A – National Poppy Day

SUMMARY STATEMENT

The Proclamation proclaiming May 25, 2018 as National Poppy Day is attached.



THE AMERICAN LEGION FAMILY
NATIONAL POPPY DAY®



WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers;

WHEREAS, Millions who have answered the call to arms have died on the field of battle;

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war;

WHEREAS, The red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower;

THEREFORE, I Leonard Kelley, Mayor, of the City of Stanwood, Snohomish County, State of Washington do hereby proclaim this 25th day of May, 2018, as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Stanwood, Snohomish County, State of Washington this 17th day of May, 2018.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6a
DATE: May 24, 2018
SUBJECT: Police April 2018 Compstat Report
CONTACT PERSON: Peggy Girard, Police Records Clerk
ATTACHMENTS: A – April 2018 Compstat Report

SUMMARY STATEMENT

Attached is the April 2018 Compstat Report for council review.

Stanwood Police Department

April 2018

Administrative Personnel

Chief Norm Link

Sergeant Greg Sanders

Peg Girard – Stanwood City Employee

Amanda Slattery – 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 6,635, however due to the makeup of the community the service population is 40,000+. Stanwood's city limit encompasses 2.8 square miles.



COMPSTAT REPORT

Type of Crime	April 2018	Year To Date 2018	April 2017	Year to Date 2017
Homicide	0	0	0	0
Rape	0	1	0	1
Robbery	0	3	0	2
Assault	1	16	5	18
Burglary	4	9	5	7
Larceny	7	41	11	47
Motor Vehicle Theft	0	8	2	5
General	April 2018	Year To Date 2018	April 2017	Year To Date 2017
Calls for Service (Incidents)	651	2614	715	2734
Case Reports	49	216	61	239
Traffic Collisions	12	45	9	40
Arrests (Adult/Juvenile)	13	74	17	82
Drug Arrests	1	9	2	12
Warrant Arrests	2	11	5	15
Impaired Driving Arrests	3	3	1	5
Infractions Issued	10	31	18	66
Public Disclosure Requests	44	170	22	129
Concealed Pistol Licenses	71	264	47	160
Fingerprinting & Approx. timeframe	57 @ 14¼ hrs	189 @ 47¼ hrs	25 @ 6¼ hrs	137 @ 34¼ hrs

City Collisions for April 2018

City Collisions for April Totals: 12

4/4/2018	2018-2034	26700 Block 72nd Ave NW		Failure to yield
4/5/2018	2018-2045	8600 Block SR 532		Unable to stop in time
4/6/2018	2018-2069	8700 Block SR 532		Inattentive
4/9/2018	2018-2130	9500 Block SR 532		Following too close
4/12/2018	2018-2195	10400 Block SR 532		Aggressive Driving
4/13/2018	2018-2237	7400 Block SR 532		Inattentive
4/16/2018	2018-2298	9700 Block SR 532		Inattentive
4/16/2018	2018-2293	8500 Block SR 532		Following too Close
4/17/2018	2018-2312	7100 Block SR 532		Following too Close
4/20/2018	2018-2390	10000 Block SR 532		Hit & Run
4/23/2018	2018-2444	10400 Block SR 532		Following too Close
4/28/2018	2018-2573	27500 Block Cedarhome Ave		Inattentive

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

April 2018

ACTIVITY	SHS	PSMS	SMS	CES	SES	TCE	EBE	UBE	LHHS
Administrative	75	1							2
Arson									
Assault									
Bomb Threat									
Burglary									
Collision									
Counseling	13	1							1
CPS Referral									
Crisis Planning	3								
Felony VUCSA									
Fight									
Harassment	1								
Mal Mis									
Marijuana	1								
Mental Health	1								
MIP									
Paraphernalia									
Public Assist	2								
Runaway									
Sexual Assault	2								
Suspicious									
Teaching	2								
Theft									
Threats									
Trespass									
Violation of Order									
Warrant									
Weapons									



SRO REPORT



April 2018

APRIL EVENTS

MENTAL HEALTH



Once again several students were assessed for suicide threats and suicide ide-

ation. I am contacted on all possible suicide threats to make a determination of imminent danger to themselves or others. This month a couple of students were transported to a hospital to have an evaluation completed. These two students were transferred to the Smokey Point Behavioral Hospital and were treated over multiple days. The other students were assessed and released to their parents for follow up care.

Youth suicide: the facts



- An average of 2 youth between the ages of 10 and 24 die by suicide each week in Washington State.
- 15% of WA 6th graders, 17% of 8th graders, 19% of 10th graders and 17% of seniors reported seriously considering suicide in the last year.
- Youth suicides outnumber youth homicides.
- Suicide is the second leading cause of death for WA youth.
- Suicide risk is reduced by increasing protective factors and working to change risk factors.
- Peers and adults outside the family play a key role in prevention.

Youth Suicide Prevention Program

SEXUAL ASSAULT REFERRALS



CPS brought two intake referrals that involved high school students being sexually assaulted. These reports involved their father or step-father being

accused of indecent liberties. The students were interviewed by CPS and myself. A report was taken in each case and referred to the Special Investigations Unit of the Sheriff's Office. Both assaults occurred at the homes of the students involved.

The third report was brought to me by the student support advocate at the high school. This report involved a female student alleging she was sexually assaulted by a male student at his home. The report was sent to the Special Investigations Unit for further follow-up for assault and attempted rape in the third degree.

DETECTIVE REPORT



April, 2018

Update Burglary/Sexual Assault Case

On 11-17-16 an adult male unlawfully entered a home in the 8200 block of 276 Place NW, Stanwood. The male walked into the bedroom of his adult female ex-girlfriend while she was sleeping and attempted to sexually assault her. The male was arrested by Stanwood Police and booked into the Snohomish County Jail.

The male recently agreed to plead guilty to charges of Residential Burglary and Assault Fourth Degree with Sexual Motivation. His expected sentence will fall somewhere between 6-12 months.

Burglary/Theft of Firearms

On 04-09-18 Deputy Chaney responded to the report of a burglary at a residence in the 9700 block of 272nd Place NW, Stanwood. The victim returned home from work to find that their apartment had been entered and ransacked. Several items were taken to include two firearms and a motorcycle.

Deputy Chaney lifted fingerprints from several locations in the home to include the suspected points of entry and exit. The fingerprint lifts have been submitted to the Washington State Patrol Crime Laboratory for processing.

The victim reported that their vehicle had been prowled at a location in South Everett several days earlier and that their house keys had been stolen. It is suspected that the suspect gained entry to the apartment using the house keys.

In This Issue

- Update Burglary/Sexual Assault
- Burglary/Theft of Firearms
- Construction Site Theft



Construction Site Theft

On 04-16-18 Deputy Rasar responded to the report of a burglary from a residential construction site in the 6500 block of 278th Street NW, Stanwood. A suspect used a bolt cutter to remove the lock from a metal shipping container, sometime during the preceding weekend. The victim reported that miscellaneous tools and about two dozen residential electrical service boxes were missing. The loss was estimated to exceed \$12,000.00. There is no suspect information at this time.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6c
DATE: May 24, 2018
SUBJECT: Minutes of the April 19, 2018 Economic Board Meeting
CONTACT PERSON: Ryan Larsen, Community Development Director/City Administrator
ATTACHMENTS: A – April 19, 2018 Economic Board Meeting Minutes

SUMMARY STATEMENT

The minutes for the April 19, 2018 Economic Development Board meeting are attached for council review.

ECONOMIC DEVELOPMENT BOARD

April 19, 2018 Meeting

The Economic Development Board met on April 19, 2018. The following board members were in attendance: Bill Boring, John Russell, John Hanstad, and Les Anderson as well as Ryan Larsen from the City of Stanwood. Also Dianne White, Megan Johnson, and Kathy Boyd were present.

1. David Toyer of Toyer Strategic Consulting

David Toyer gave a presentation to the Board on what his consulting company does and how he has assisted other cities in economic development.

2. John Russell – Farmers Market Update

Mr. Russell gave an update to the Board on what the Farmers Market has been up to and that they will open on June 1, 2018 (Friday). The Farmers Market is in the process of looking at how to maintain the momentum they have had over the last several years.

3. Grant Application Review – Stanwood Camano Arts Festivals

Stanwood Camano Arts Festivals presents Summer Arts Jam, is a new arts festival looking to be in Stanwood. The Stanwood Camano Arts Festivals committee submitted a grant application in order to assist in starting this new festival. The Festival will be located in east Stanwood. They are asking for \$7,500 to assist in advertising. The Board felt comfortable recommending \$3,000 to the Mayor for his consideration.

4. City Projects

This item was moved to the next meeting.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6d

DATE: May 24, 2018

SUBJECT: Award Tourism Promotion Grant
Stanwood Camano Arts Festivals presents Summer Arts Jam

CONTACT PERSON: Ryan C. Larsen, Community Development Director

ATTACHMENTS: A – Contract with Stanwood Camano Arts Festivals
B – Application Stanwood Camano Arts Festivals
C – Resolution 2014-07

ISSUE

The City received an application for the tourism grant program funding. This staff report notifies the City Council of the Economic Development Board's recommendation and Mayor Kelley's decision to award a \$3,000.00 grant to promote the Stanwood Camano Arts Festival in Stanwood to attract visitors to Stanwood businesses.

RECOMMENDATION

Resolution 2014-07 does not require Council approval. However, when the resolution was approved, Councilmembers requested an opportunity to review the Board's recommendation and Mayor's decision.

SUMMARY STATEMENT

The City received a grant application for special event funding from Stanwood Camano Arts Festival (Attachment B). The Economic Development Board met on Thursday, April 18, 2018 to review the application. The Board recommended the mayor award \$3,000.00 to promote Stanwood Camano Arts Festival to bring visitors to Stanwood businesses.

The Stanwood Camano Arts Festival presents Summer Arts Jam is a new festival which will be located on 271st Street NW between 84th Avenue NW and approximately 90th Avenue NW. This event for 2018 will be held for three days on July 13th, 14th, and 15th (Friday, Saturday and Sunday). The event sponsor anticipates a head count between 6,000 and 9,000 shoppers with an anticipation of 70 vendor's participating in the event.

DISCUSSION

The purpose of the grant program is to bring economic benefit to the community by supporting tourism activities and special events which bring new and repeat visitors to Stanwood.

Under the grant program, the City is to announce a call for proposals from agencies and groups promoting new tourism and events in Stanwood. The program promotes new tourism activities that have the potential to grow and be repeated year after year.

The program does not include activities that reach a specific small target audience already located solely within the Stanwood Camano area. The grant can not be used for salaries to manage the event. Fundraisers for the benefit of the promotion are not allowed unless all funds are allocated to the event and any "profit" from the event is set aside to support the same event in the following year.

Events are eligible for up to \$7,500 annually. Events are only supported by City grant funding for a maximum of two years. The idea is to kick-start an event and not become a long-term funding source. The event promoter must provide a 50% match. The match could include sponsorships, volunteer labor or donations.

The Economic Development Board, established by Resolution 2014-04, acts as the Review Committee. The criteria used by the Board include: benefit to the Stanwood business community; cost effectiveness, ability to promote tourism and community marketing, and new or innovative ideas.

The mayor may approve grant awards if the council approves funding in the adopted budget. The mayor's approval is based on whether the program implements the City's economic development plans and meets the City sponsorship criteria in SMC 5.06.035.

FISCAL IMPACT

There is \$4,000.00 available in the 2018 Budget (Economic Development Fund) to support the tourism grant program. The Board supports providing Stanwood Camano Arts Festival with \$3,000.00 for advertising purposes.

Grants utilizing funds earmarked in the City's adopted budget may be approved by the mayor. Grants that exceed budgeted amounts will be reviewed and approved by the City Council. Grants will be executed through a contract for service between the special event sponsor and the City consistent with the City's purchasing policies (Attachment A).

Payment is on a reimbursement basis after the event has taken place and documentation and receipts submitted to the City have been approved by the Finance Director. The event promoter is required to submit a report documenting the effectiveness of the proposed event in promoting tourism and community marketing.

BOARD RECOMMENDATION

The Economic Development Board reviewed the application on April 19, 2018 and recommended supporting the grant at \$3,000.00 to the mayor.

CITY COUNCIL OPTIONS

Resolution 2014-07 Section 5 *Evaluation Process and Criteria* allows the review committee (Economic Development Board) to make a recommendation to the mayor. The mayor may approve applications if the Finance Director certifies funds are available. Funding is available to allow for this grant application.

Final approval of grant applications must consider whether the event implements the economic development of the Comprehensive Plan; the Economic Development Strategic Plan; and the sponsorship criteria in SMC 5.06.035.

This item is on the agenda at a request from the City Council on March 27, 2014 to, “see all events come back to Council for approval until the program is established”. Resolution 2014-07 was approved by a majority of Councilmembers present at the meeting as drafted by City staff without requiring Council approval if the funding request is within budget.

RECOMMENDED MOTION

None.

**SERVICE PROVIDER AGREEMENT BETWEEN
CITY OF STANWOOD
AND STANWOOD CAMANO ARTS FESTIVALS, A WA NON-PROFIT
CORPORATION
FOR TOURISM PROMOTION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, a Washington State municipal corporation ("City"), and Stanwood Camano Arts Festival, a WA Non-profit Corporation, ("Provider").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with tourism promotion services as described in Article II. The general terms and conditions of the relationship between the City and the Provider are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Provider unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Provider's profession.

ARTICLE III. OBLIGATIONS OF THE PROVIDER

III.1 MINOR CHANGES IN SCOPE. The Provider shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Provider perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Provider at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Provider to the City, and upon completion

of the work shall become the property of the City, except that the Provider may retain one copy of the work product and documents for its records. The Provider will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Provider shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Provider, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Provider shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Provider will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Provider.

III.3 TERM. The term of this Agreement shall commence on June 1, 2018 and shall terminate at midnight, December 31, 2018. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Provider shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Provider.

b. Any and all employees of the Provider, while engaged in the performance of any work or services required by the Provider under this Agreement, shall be considered employees of the Provider only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Provider or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Provider.

c. Provider represents, unless otherwise indicated below, that all employees of Provider that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Provider indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Provider hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Provider affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Provider, and such retirees shall provide City with all information required by City to report the employment with Provider to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

d. **Public Records Requests.**
In addition to Paragraph IV.3 b, when the City provides the Provider with notice of a public records request per Paragraph IV. 3 b, Provider agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the Providers violation of the Public Records Act RCW 42.56, or Provider’s failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term**
The Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees.

b. No Limitation

Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance - Provider shall obtain insurance of the types described below:

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Provider's profession.

d. The minimum insurance limits shall be as follows:

Provider shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Provider's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. Notice of Cancellation. In the event that the Provider receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being

cancelled and/or terminated, the Provider shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Provider shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Provider is acknowledging and representing that required insurance is active and current. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work. Further, throughout the term of this Agreement, the Provider shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Provider's insurance coverage shall be primary insurance as respect the City. The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Provider agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Provider further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

The Provider understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Provider will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Provider agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Provider shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Provider represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified—and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Provider and the City understand and expressly agree that the Provider is an independent contractor in the performance of each and every part of this Agreement. The Provider expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Provider shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Provider shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Provider shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Provider performs hereunder.

d. Prior to commencement of work, the Provider shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Provider agrees to and shall notify the City of any potential conflicts of interest in Provider's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Provider agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBPROVIDERS.

a. The Provider shall be responsible for all work performed by subcontractors/subProviders pursuant to the terms of this Agreement.

b. The Provider must verify that any subcontractors/subProviders they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subProvider has proper license and bonding, if required by statute, must be included in the verification process.

c. The Provider may not substitute or add subcontractors/subProviders without the written approval of the City.

d. All Subcontractors/SubProviders shall have the same insurance coverages and limits as set forth in this Agreement and the Provider shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Provider shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Provider under this Agreement exceed \$3,000.00 without the written agreement of the Provider and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Provider a mutually agreed amount.

b. The Provider shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Provider shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Provider's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Provider shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Provider shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Provider shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Provider shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **PUBLIC RECORDS**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Provider with a copy of the Records Request and the Provider shall provide copies of any City records in Provider's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Provider will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Sally Pray
Stanwood Camano Arts Festivals
26910 92nd Avenue NW, Suite C5 PMB 145
Camano Island, WA 98282

Notices to the Service provider shall be sent to the following address:

Leonard Kelley
Mayor, City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Provider.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Provider for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

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

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

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 24th day of May, 2018.

CITY OF STANWOOD

Stanwood Camano Arts Festivals, U.S. Non-profit

By _____
Leonard Kelley, Mayor

By _____
Sally Pray, President

Approved as to form:

Grant Weed, City Attorney

Exhibit A
Scope of Services

Stanwood Camano Arts Festivals will hold “Stanwood Camano Arts Festivals presents Summer Arts Jam” on July 13th, July 14th, and July 15th, 2018 on 271st Street NW, between 84th Avenue NW and approximate 90th Avenue NW. The funding provided through this grant application award shall be utilized for advertising the event only. The City has awarded the following grant amount:

1. Advertising	<u>\$3,000.00</u>
TOTAL	\$3,000.00

Excluded activities for grant funding include:

- i. Promotional activities that reach a specific small target audience already located solely within Stanwood/Camano Island;
- ii. Salaries toward any event management;
- iii. Fund raising events for the benefit of the promotion;
- iv. Funds toward the operation of business or philanthropic groups.



**CITY OF STANWOOD
APPLICATION FORM
2014 PROGRAM YEAR**

PROJECT

Project Title: Stanwood Camano Arts Festivals presents Summer Arts Jam

Name of Organization: Stanwood Camano Arts Festivals

Contact Person: Karla Benjamin **Title:** Marketing Director

Mailing Address: 26910 92nd Avenue NW Suite C5 PMB 145

City: Stanwood **State:** WA **Zip:** 98292

Phone: 425-220-7181 **Website:** SCAFS.INFO **Email:** Karlakayscafs@gmail.com

Total Event/Facility Budget: \$59,900.00

Amount requested: \$7,500.00 **Other funding sources (50% min.):** TPA Grant \$8,600.00
BANK ACCT \$5,000.00
Sponsor \$5,000.00

Project Timeline: July (13-15) 2018

Project Description: Art Show & Festival

Estimated number of people who will travel 50 miles or more for the day (not staying overnight)
9,000

On Season (June – Sept) _____ **Off Season (Oct – May)** _____

I understand that if awarded, funds will be distributed after the services have been completed. I understand that I must furnish an invoice, payment, and expense documentation. I understand that a submitted proposal is a public record potentially eligible for public release. Final reimbursements will not be released until the required Event or Facility Lodging Tax Expenditure Report Form has been submitted.

Signed: Karla Benjamin **Title:** Marketing Director **Date:** 4/12/18

1. Provide a one page description of the project. Explain how it will asset in building tourism and/or promoting events or activities to the City of Stanwood. Include a marketing/promotional plan.

Summer Arts Jam is an arts festival will be held in downtown Stanwood, WA on 271st ST NE and 88th Street on July (13-15) 2018. The event includes: over 100 visual artists, several regional renowned music arts on a main stage (The Dirty Blokes will perform) and street performance artists in addition to a craft beer and wine garden, food truck/booth area, kids art area and root beer float garden, grape stomping contest and costume contest and Sip and Paint Sessions with international and local artists. Summer Arts Jam promotes the arts, promotes tourism in Stanwood and Camano Island, WA and Snohomish County as a whole, enhances commerce and serves the community of Stanwood & Camano Island. We love this area and want to share it. Our goal is to offer the community an amazing experience while promoting the artists, businesses and individuals who make it possible. Summer Arts Jam is a destination event. Stanwood Camano Arts Festivals is a non-profit and we will be donating to local volunteer groups (Fire and Police Explorers, Booster Band, Future Business Leaders of America) in addition to community projects and educational scholarships.

Summer Arts Jam will include the following:

Visual Artists: We partner with Zapplication.org. Zapplication is a nation wide Art Show and Artist database with 50,000 Artists on its roster in the Pacific Northwest alone. We are expecting 100+ local/regional/national artists to have Vendor Booths down main street during Summer Arts Jam.

Sip and Paint Sessions: Led by John Ebner, Jack Gunter, Karla Kay Benjamin and Vicki Carver.

Musicians: Regionally renowned musicians will be performing on a main stage located near the corner of 271st and 88th on Viking Village Property. Chris Tuohy and John Farmer are securing the music acts.

Street Performers: A variety of acoustic music acts and street performers will be performing throughout the festival (Jugglers, etc).

Craft Beer & Wine Garden: Naked City Brewery and others will have procured craft beers in the beer garden.

Pancake Breakfast: Sat. AM there is a pancake breakfast hosted by and benefitting the Stanwood Fire Dept.

Kids Discover Art Area: A kids art area will be open for kids to make art.

Food Trucks: Food trucks scheduled for the events to add to the diversity of restaurants in Stanwood.

Root beer float garden: Managed by and benefitting the Booster Band (Stanwood high school band).

Sponsor Alley: Sponsors of Summer Arts Jam have the opportunity to have a booth in an assigned area.

Working with City Merchants: Booth configurations augment in directing foot traffic to local businesses.

Volunteers: We have a large volunteer base including the Band Booster Club (Stanwood High School Band), the Fire and Police Explorers, Future Business Leaders of America (FBLA program/Stanwood High School), in addition to local volunteers.

Experience & Integrity: The Stanwood Camano Arts Festivals Team organized and presented a similar festival in downtown Stanwood the same weekend for the last 2 years. They took that art event from 1,000 people attending at an out of city venue and turned it into a downtown Stanwood showcase event that attracted just under 10,000 people. Some city merchants even ran out of product the weekend of the event. Some businesses have noticed increased foot traffic throughout the year as result of the summer festival traffic. This group formed the The Stanwood Camano Arts Festivals organization to become a 501c3 non-profit so that we could continue to grow the festival as well as provide other festival opportunities in our community. In 2018, our team, working under a different entity donated \$9,000 back to the local community.

Marketing Plan: We currently have \$8,600 dollars in grant funds earmarked to advertise this event on 20 metro buses on the I-5 corridor and East and West on 520, Amtrak Cascades will be providing train ticket and social media coverage for a Kafe radio contest and KAFE radio will broadcast live from the event, AAA Journey Magazine will publish a 1/6 page ad which goes out to all AAA Members, Stilliguamish Digital Billboards will host an add for 1 month prior to the event, The Stanwood-Camano News Paper, Stanwood Camano Crab Cracker and Discover Stanwood Camano Magazine and online site will run editorials/ads. We have run an add in the Camano Island Mothers Day Tour Brochure and we will be handing out event adverts in shopping bags at local stores. We are on some local festival online internet sites. There are other advertising opportunities we are looking into including Marysville Globe, Arlington Times, Everett Herald, Entertainment News Northwest, Artist Guide, Festivals.net. We expect over 10,000 people to attend this event this summer.

2. Provide a project budget (example in Appendix A). List all sources of funding. Include in-kind, city funding, organization's own funding, if applicable provide historical data.

PROJECT BUDGET

Please detail the budget for your project. Please specify whether your various match items will be in cash or in-kind

Project Name: Stanwood Camano Arts Festivals present Summer Arts Jam Advertising Budget					
		Minimum 50% of Total			
Item	Stanwood ED \$	Match \$	Cash %	In Kind %	Total
Social Media/Internet/Website	\$2,500.00	\$2,500.00	\$625.00	\$1,875.00	\$2,500.00
Signage	\$2,500.00	\$2,500.00	\$625.00	\$1,875.00	\$2,500.00
Print Advertising	\$2,500.00	\$2,500.00	\$625.00	\$1,875.00	\$2,500.00

Current Funding:

Board member funding: The board members of the Stanwood Camano Arts Festivals have each contributed startup funds for the organization and Summer Arts Jam. After initial business funding (permits, licenses and insurance) we have \$5,000.00.

Sponsorships:

The Stanwood Camano Arts Festivals Team is securing grants and sponsors for Summer Arts Jam. Jeff Erickson of Camano Island Marketplace and Coffee Roastres has agreed to be a title "Kryptonite" sponsor donating \$5000.00. Remax Associate Brokers and Windermere have also promised sponsorships and we are waiting on their paperwork. With sponsorship levels ranging from \$50.00-\$5,000.00 we are securing more sponsors daily. We have also secured sponsors for in kind services from UPS and Baker Septic.

Grant Funding:

We applied for and received a 2018 Tourism Protection Area (TPA) Grant for \$8,600 for out of county advertising. We are applying for other grants as well.

Historical:

The Stanwood Camano Arts Festivals Team organized and presented a similar festival in downtown Stanwood the same weekend for the last 2 years. Our Team took that art event which in 2015 had 1,000 people attending at an out of city venue with a project budget of \$1,000.00 total and within 2 years turned it into a downtown Stanwood showcase event attracting 9,600 attendees in 2017 with a project budget of \$48,000 and an advertising budget of \$13,000.00 . In 2017, we donated \$9,000 back to the Fire and Police Youth Explorers and the Booster Band (Stanwood High School Band) in 2017. Some of the city merchants ran out of product the weekend of the festival in 2016 and 2017. Some businesses have noticed increased foot traffic throughout the year as result of the summer festival traffic in 2018. This group formed the The Stanwood Camano Arts Festivals organization to become a 501c3 non-profit so that we could continue to grow the festival with a 501c3 tax deductible status as well as provide other festival opportunities in our community to continue to help businesses and promote tourism all year long.

We have arranged to advertise with the following companies:

1. Community Transit - Impression rate – 1,820,000
2. Stillaguamish Billboards Impression rate – 1,800 day and 36,000 in 30 days
3. KAFE Radio - Impression rate – can't be tallied however it broadcasts throughout San Juan Islands, Victoria and Vancouver Canada and down into Seattle
4. AAA Journey Magazine – Impression rate – 700,000 in Western Region. Journey Magazine is sent to everyone who has a AAA membership.
5. CAA Mothers Day Tour - Impression rate – 28,000
6. [Zapplication.org](#) – Impression rate – 50,000 in Pacific NW Region.
7. [Zapplication.org](#) – Special media push – 31,000 in USA
8. Amtrak– Impression rate – 1,200,000 – Social Media Advertising
9. Festival.net – Impression rate 46,000 –Internet/Social Media Advertising

3. Provide one half page description of the organization including history of its existence and success creating tourism, size of staff and board, size of volunteer base, consistency and geographic area served and type of service provided.

The Stanwood Camano Arts Festivals:

The vision of Stanwood Camano Arts Festivals is to bring festivals to our community to promote the artists, bring cultural opportunities to the community and to benefit our local community via funding community benefit projects and funding educational scholarships. Working with Stanwood Camano Arts Festivals means you are promoting local, regional and nationally renowned artists, bringing cultural opportunities to your patrons and the local community **AND** giving back to your community. Stanwood Camano Arts Festivals is a non-profit and we will be donating to local community projects and educational scholarships.

Stanwood Camano Arts Festivals consists of group of individuals who are dedicated to the arts and to helping the community. All of our board members have experience working in the arts and in charitable organizations. The board consists of 12 volunteer board members of which 6 sit on the advisory board for the organization.

The Advisory Committee for *Stanwood Camano Arts Festivals* include:

- Sally Pray/President – Glass Jewelry Artist & former Phlebotomy Instructor Supervisor, Surgical Tech, former Catering Director/Manager, former Kindergarten Teacher
- Bev Reaume/Finance Manager – Glass Artist & former Division Director at Alaska Fish & Game and State Director of Personnel (Juneau, AK)
- Karla Kay Benjamin/Marketing Manager – Fiber Artist & former Drug Court Coordinator for Snohomish County Superior Court, former Youth Arts Director Kirkland/Redmond Boys & Girls Clubs, former Youth Programs Art Director *Old Firehouse Teen Center/City of Redmond*.
- Kate Kappel/Operations – Artist & former Island County Employee
- Teri McLachlan/Operations– Artist Patron & Retired School Teacher, former Public Relations Specialist for *Arco*(Anchorage, AK)
- John Farmer/Graphic Artist/Music Director – Pres/Dir. *Whitehorse Musicians Guild* (WMG), Engineer, Machine Shop and Construction Business Owner

Historical:

The Stanwood Camano Arts Festivals Team organized and presented a similar festival in downtown Stanwood the same weekend for the last 2 years. Our Team took that art event which in 2015 had 1,000 people attending at an out of city venue with a project budget of \$1,000.00 total and within 2 years turned it into a downtown Stanwood showcase event attracting 9,600 attendees in 2017 with a project budget of \$48,000 and an advertising budget of \$13,000.00 . In 2017, we donated \$9,000 back to the Fire and Police Youth Explorers and the Booster Band (Stanwood High School Band) in 2017. Some of the city merchants ran out of product the weekend of the festival in 2016 and 2017. Some businesses have noticed increased foot traffic throughout the year as result of the summer festival traffic in 2018. This group formed the The Stanwood Camano Arts Festivals organization to become a 501c3 non-profit so that we could continue to grow the festival with a 501c3 tax deductible status as well as provide other festival opportunities in our community to continue to help businesses and promote tourism all year long.

Volunteers:

We have a large volunteer base including The Band Booster Club (Stanwood High School Band) and the Fire and Police Explorers, The Future Business Leaders of America, in addition to local volunteers. Our volunteers are over 100 strong.

4. Attach copy of previous year's fiscal year end statements and current year to date financials signed by a CPA or officer of the organization, other than the Treasurer.

- Previous years fiscal year end statements are not available as we are a new company.
- Legally we have been advised not to present any financials from our former business associations.
- Current year to date financials are available in the attached budget.

5. Attach copy of meeting minutes approving the project.

- See attached

6. Attach copies of separate facility budgets and event budgets, with visitor data.

- There is no facility as the event will be held in town on main street.
- Please see attached event budget for 2018.
- Visitor data – 9,600 people were tallied to have attended a similar event our Team produced in downtown Stanwood in 2017.

7. Attach a budget narrative, offer any information which you feel may provide useful background on your proposed budget such as source and rate at which matching labor costs are calculated.

- Social Media/Internet/Website: To advertise the event to a broader audience outside our area include Social Media and internet Google Ad Words, Zapplication expenses, Website Fees
- Signage: Banners and signs to direct tourists to the event and around the festival and town
- Print Advertising: Programs/Maps/Posters to direct tourists to the event and around the festival and town
- Regarding Match Dollars we calculate at \$25.00 per hour.

STANWOOD CAMANO ARTS FESTIVALS		
Stanwood Camano Arts Festivals 2018 Budget		
INCOME		
Artist Booths	\$	20,000.00
Sponsors	\$	12,000.00
Out of County advertising grant	\$	8,600.00
Need grants for line 19 and 20	\$	15,500.00
Silent Auction	\$	3,800.00
total	\$	59,900.00
EXPENSES		
Music and Entertainment	\$	8,000.00
Website and Zapp	\$	3,000.00
Insurance	\$	3,000.00
Startup Costs	\$	1,000.00
Advertising out of County	\$	8,600.00
Social media, banners, signs, print ads	\$	7,500.00
Local ads, operational needs and signs	\$	7,000.00
Security	\$	2,800.00
Supplies, Fees and Services	\$	3,000.00
Carryover to start 2019	\$	6,000.00
Donations to be determind	\$	10,000.00
total	\$	59,900.00

Valley Kay Benjamin / Marketing Director

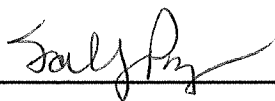
Sally Pray	360-387-8101hm sallyprayscaf@yahoo.com	425-773-0313 cell
Bev Reaume	360-387-5619hm bevreaume@gmail.com	360-631-1616 cell
Dick Meske Patti Pontikis	360-387-5267hm Pattidick@hotmail.com	425-330-3327 cell
Karla Benjamin	karlakayscafs@gmail.com	425-220-7181 cell
Kate Kappel	360-387-3580hm camanokate@gmail.com	360-7016500 cell
Teri McLachlan	santiagotoseattle@gmail.com	360-387-1665 cell
Rod Sylvester	360-652-4251hm Roddman58@yahoo.com	425-356-1924 cell
Bob Schroeper	360-939-0505 hm bobschroepfer@gmail.com	360-929-2572 cell
Chris Tuohy	360-926-8519hm christopher@fortemda.com	360-572-9262 cell
Farmer John	fj@WMGmusic.com	360-386-5964cell
Lael Williams	laelaw@wavecable.com	206-276-0249 cell
Larry Kantzer	larrykantzer@gmail.com	425-327-6426 cell
Carmen P Rodolph	carmenart911@gmail.com	760-648-8134 cell

Stanwood Camano Arts Festivals Board Meeting Notes
1/9/2018

Addendum

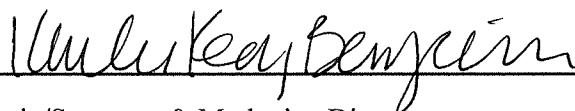
Creation of new arts festival in downtown Stanwood:

Motion made by Sally Pray and seconded by Bev Reaume: Stanwood Camano Arts Festivals to produce a festival that is the equivalent of what used to be Art by the Bay in downtown Stanwood, WA the 2nd weekend in July which is open to the public. SCAFS to continue to work with the city and local businesses to build on the festival size and to continue to operate the festival to benefit the community.



3-27-18

Sally Pray/President



3-27-18

Karla Benjamin/Secretary & Marketing Director

RESOLUTION 2014-07**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON ESTABLISHING A GRANT PROGRAM AND PROCEDURE TO SOLICIT AND FACILITATE PROPOSALS FROM AGENCIES AND GROUPS ACTIVELY ENGAGED IN THE PROMOTION AND ENHANCEMENT OF NEW TOURISM AND EVENTS IN THE STANWOOD COMMUNITY**

WHEREAS, The Economic Development Element of the Comprehensive Plan Goal EDG-1 states: EDG-1 Promote economic vitality defined as a lively growth oriented business climate that supports a wide range of private and public investment resulting in development and business activity that diversifies the City's tax base and provides both employment and consumer shopping opportunities for city and unincorporated area residents; and

WHEREAS, the Economic Development Element is implemented in part through the Economic Development Action Plan; and

WHEREAS, the City Council adopted an Economic Development Action Plan in July 2010; and

WHEREAS, the Economic Development Action Plan calls for A Community Marketing Program to raise Stanwood's profile in the region; and

WHEREAS, an adopted short term action strategy implementing the Community Marketing Program is to promote the community's special events by establishing a grant program to support events that draw visitors for outside the area; and

WHEREAS, the Economic Development Action Plan calls for a Tourism Program to enhance Stanwood's tourism draw; and

WHEREAS, an adopted short term action of the tourism program is to regionally promote Stanwood events, including art shows and small performances;

WHEREAS, the City Council desires to establish a grant program to encourage the promotion and enhancement of new tourism and events that meet the goals of both community marketing and tourism;

WHEREAS, the City Council has created an Economic Development Committee by Resolution No. 2014-04 to review and advise the city on special event grant applications;

Now therefore be it resolved that:

THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON HEREBY ESTABLISHES A GRANT PROGRAM TO BE ADMINISTERED ACCORDING TO THE FOLLOWING CRITERIA AND PROCEDURES.

City of Stanwood Tourism/Events Grant Program**1. Intent**

To solicit and facilitate proposals from agencies and groups actively engaged in the promotion and enhancement of new tourism and events in Stanwood.

2. Program Eligibility

- a. The program will promote tourism activities that propose innovative methods of achieving the following goals:
 - i. Provide new events and activities that promote Stanwood;
 - ii. Provide demonstrated results or potential to result in documented economic benefit to the City of Stanwood businesses;
 - iii. Support events and activities which have the potential to grow and be repeated year after year.
- b. Excluded activities
 - i. Promotional activities that reach a specific small target audience already located solely within Stanwood/Camano Island;
 - ii. Salaries toward any event management;
 - iii. Fund raising events for the benefit of the promotion;
 - iv. Funds toward the operation of business or philanthropic groups. However, activities sponsored by such groups are eligible provided that all funds are allocated to the event and any "profit" resulting from the event is set aside for subsequent operation of the same event.

3. Funding

- a. Events funded through this program are exempted from the city sponsorship funding limits established in Resolution 13-04
- b. Grants may be approved consistent with the City of Stanwood Uniform Procurement Policy.
 - i. Grants may be considered in an amount up to \$7,500 for one fiscal year.
- c. Each event shall be eligible for funding for up to two years maximum (not required to be sequential)
- d. Match from sponsoring organization
 - i. Minimum 50% match required
 - ii. Match may consist of:
 - 1. Cash
 - 2. Donated and documented services
 - 3. Volunteer labor credited per a consistent rate as determined by the City Finance Director

4. Application

- a. Grant applications to be submitted to the City
 - i. 2 review periods per year with deadlines to be established by the Review Committee.

- ii. Application form and required data to be established by the Review Committee.

5. Evaluation Process and Criteria

- a. Application shall be reviewed based on the following criteria
 - i. Return on economic investment benefitting the City of Stanwood businesses
 - ii. Cost effectiveness.
 - iii. The effectiveness of the proposed event in promoting tourism and community marketing.
 - iv. Innovation
- b. The Review Committee shall rank applications and make a recommendation for funding to the Mayor.
- c. Grants utilizing funds earmarked in the city's adopted budget may be approved by the Mayor upon certification by the finance director that funds are available.
- d. Grants which exceed budgeted amounts shall be reviewed and approved by the City Council.
- e. Final approval of grant applications shall consider the Review Committee's recommendation and shall be based on the following findings:
 - i. The program implements the Economic Development Element of the Comprehensive Plan and the Economic Development Strategic Plan.
 - ii. Special events meet the city sponsorship criteria in SMC 5.06.035 (below)
 - SMC 5.06.035**
 - (i) The event contributes to the marketing of the city.
 - (ii) The event will attract the general public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that contribute to the city's tax base.
 - (iii) The event provides recreation benefit to the general public.
 - (iv) The event promotes the general public welfare.
 - (v) The city of Stanwood logo and/or text indicating the city role shall be included in signage, posters and other advertising materials for the event

6. Grant Administration

- a. Grants shall be executed through a contract for services between the special event sponsor and the city consistent with the city's purchasing policies.

- b. Payment is to occur after the services are performed and are documented with receipts.
 - c. A grant reimbursement request shall be submitted on a form with documentation as required by the Stanwood Finance Director and shall include at a minimum
 - i. An Event Expenditure Form with receipts
 - ii. Documentation of the required match as determined by the Finance Director
 - iii. A report documenting the effectiveness of the proposed event in promoting tourism and community marketing.
7. Special events utilizing grant funding shall obtain a special event permit consistent with SMC 5.06 Special Events
8. Evaluation
- a. The Review Committee shall evaluate completed promotion efforts and events for effectiveness in achieving the goals stated in Section 2 Program Eligibility.
 - b. In consideration of effectiveness the Committee shall review at a minimum the report submitted by the sponsor and shall summarize:
 - i. ~~the effectiveness of the event in promoting tourism and community marketing, and~~
 - ii. the overall cost effectiveness of the event.
 - c. The committee may utilize other forms and information as needed to complete the evaluation.
 - d. The committee shall submit a report summarizing its findings to the Mayor, and shall make a recommendation as to whether the promotion or event may be considered for subsequent funding.

PASSED and APPROVED by the City Council of the City of Stanwood this 27th day of March, 2014

CITY OF STANWOOD



Mayor Leonard Kelley

ATTEST:



Greg Thrasher, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: May 24, 2018

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Umpqua Bank voucher checks 27033 through 27123 and electronic funds transfers in the amount of \$798,002.66. Approve issuance of Umpqua Bank payroll checks 1058 through 1066 and electronic funds transfers in the amount of \$222,876.93.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF UMPQUA BANK VOUCHER CHECKS 27033 THROUGH 27123 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$798,002.66. APPROVE ISSUANCE OF UMPQUA BANK PAYROLL CHECKS 1058 THROUGH 1066 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$222,876.93.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

05/03/2018 To: 05/16/2018

Time: 15:14:39 Date: 05/16/2018

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2618	05/03/2018	Claims	2	EFT	WA St Dept of Licensing *	1,224.00	Fee For Gun Permits
2619	05/03/2018	Claims	2	EFT	Chase Paymentech	715.32	April Merchant Fees
2821	05/09/2018	Claims	2	EFT	Umpqua Bank Merchant Services	204.75	May Merchant Fees
2696	05/08/2018	Claims	2	27033	Accu-Comm Inc	754.97	230006
2697	05/08/2018	Claims	2	27034	American Planning Assoc./ Wa Chapter	100.00	City Of Stanwood
2698	05/08/2018	Claims	2	27035	Cascade Natural Gas Corp	349.82	608 440 0000 4
2699	05/08/2018	Claims	2	27036	City of Everett *	185.00	STACITG
2700	05/08/2018	Claims	2	27037	Code Publishing Company Inc	376.17	3116 City Of Stanwood
2701	05/08/2018	Claims	2	27038	Confluence Environmental Company, Inc	7,446.62	City Of Stanwood
2702	05/08/2018	Claims	2	27039	Databar Inc.	274.67	8952 City Of Stanwood
2703	05/08/2018	Claims	2	27040	Environment Control	1,116.22	25778
2704	05/08/2018	Claims	2	27041	FCS Group- Solutions- Oriented Consult.	2,420.00	City Of Stanwood
2705	05/08/2018	Claims	2	27042	HB Jaeger Company LLC	1,963.32	3330
2706	05/08/2018	Claims	2	27043	Hamilton Lumber LLC	351.62	City Of Stanwood
2707	05/08/2018	Claims	2	27044	David Hammond	177.04	City Of Stanwood
2708	05/08/2018	Claims	2	27045	Housing Authority of Snohomish County	1,688.00	City Of Stanwood
2709	05/08/2018	Claims	2	27046	Iworq Systems Inc	2,650.00	Stanwood
2710	05/08/2018	Claims	2	27047	Lenz Enterprises Inc	56.18	City Of Stanwood
2711	05/08/2018	Claims	2	27048	Les Schwab Tire Centers	24.00	S34-00006
2712	05/08/2018	Claims	2	27049	Northwest Corrosion Engineering	3,518.57	City Of Stanwood
2713	05/08/2018	Claims	2	27050	Office Depot	321.43	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
2714	05/08/2018	Claims	2	27051	Petty Cash/ Marcy Mathis -Custodian	4.66	City Of Stanwood
2715	05/08/2018	Claims	2	27052	Philips Publishing Group	1,200.00	City Of Stanwood
2716	05/08/2018	Claims	2	27053	Refund - Chantel Keller	42.00	Refund Christopher Reid For CPL
2717	05/08/2018	Claims	2	27054	Refund - Grandview Homes	136.67	Refund Utility Acct #4194 -Grandview Homes
2718	05/08/2018	Claims	2	27055	Ricoh USA, Inc.	1,048.93	1316669-3660090; 1316669-3660140
2719	05/08/2018	Claims	2	27056	Shred-it US JV LLC	941.72	14668765
2720	05/08/2018	Claims	2	27057	Sno Co Finance Dept	18,845.00	SSH00051
2721	05/08/2018	Claims	2	27058	Sno Co Information Services *	4,762.49	DIS1107
2722	05/08/2018	Claims	2	27059	Sno Co Sheriffs Office *	143,318.17	SSH00001
2723	05/08/2018	Claims	2	27060	Snohomish County 911	6,658.91	City Of Stanwood
2724	05/08/2018	Claims	2	27061	Stanwood Auto Parts	239.07	56100
2725	05/08/2018	Claims	2	27062	Stanwood Camano News	203.62	261981; 261981
2726	05/08/2018	Claims	2	27063	Stanwood Chamber Of Commerce	2,900.00	City Of Stanwood
2727	05/08/2018	Claims	2	27064	Stanwood City Utility	204.92	1473
2728	05/08/2018	Claims	2	27065	Stanwood Hardware	566.52	1414
2729	05/08/2018	Claims	2	27066	Strategies 360 Inc	1,500.00	City Of Stanwood
2730	05/08/2018	Claims	2	27067	US Bank Na Custody/ Treas Div-Money Ctr	72.00	777221717
2731	05/08/2018	Claims	2	27068	US Bank	2,925.31	4485 5945 5564 1495
2732	05/08/2018	Claims	2	27069	US Postal Service-Stanwood *	766.59	City Of Stanwood - Permit 44
2733	05/08/2018	Claims	2	27070	USA Bluebook	1,400.52	478228
2734	05/08/2018	Claims	2	27071	Unum Life Insurance	88.40	0220603-036 2
2735	05/08/2018	Claims	2	27072	WA St Dept of Revenue **	260.27	Leasehold Excise 1st Qtr 2018
2736	05/08/2018	Claims	2	27073	WWU Student Business Office	22,171.15	W01444801
2737	05/08/2018	Claims	2	27074	Washington State Patrol *	392.00	STA301
2738	05/08/2018	Claims	2	27075	Washington Tractor Inc.	13.50	111096
2739	05/08/2018	Claims	2	27076	Xpress/Bill Pay	423.05	10290

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2835	05/15/2018	Claims	2	27077	APSCO, LLC	2,093.21	City Of Stanwood
2836	05/15/2018	Claims	2	27078	Aramark Uniform Services Inc	572.74	937963000
2837	05/15/2018	Claims	2	27079	BHC Consultants, LLC	1,608.00	Project 18-10515.01
2838	05/15/2018	Claims	2	27080	BSN Sports	181.21	2031282
2839	05/15/2018	Claims	2	27081	The Blueline Group	2,691.50	City Of Stanwood
2840	05/15/2018	Claims	2	27082	Bonner Electrical Contracting LLC	6,213.96	City Of Stanwood; City Of Stanwood
2841	05/15/2018	Claims	2	27083	Daily Journal Of Commerce Inc	124.20	City Of Stanwood
2842	05/15/2018	Claims	2	27084	Department Of Commerce - Pwtf	436,974.18	SWV0015238-00
2843	05/15/2018	Claims	2	27085	Edge Analytical Inc	220.00	STA01; STA01
2844	05/15/2018	Claims	2	27086	Forest Land Services Inc	30.44	City Of Stanwood
2845	05/15/2018	Claims	2	27087	Frontier *	1,170.57	206-188-0411-053105-5; 360-629-4907-072497-5
2846	05/15/2018	Claims	2	27088	General Pacific Inc	2,157.42	101681
2847	05/15/2018	Claims	2	27089	H D Fowler Company Inc	388.20	City Of Stanwood
2848	05/15/2018	Claims	2	27090	Haggen Inc	21.60	City Of Stanwood
2849	05/15/2018	Claims	2	27091	J.A. Brennan Associates, PLLC	17,118.85	City Of Stanwood
2850	05/15/2018	Claims	2	27092	John Deere Government & National Sales	6,439.47	2092072
2851	05/15/2018	Claims	2	27093	Justice, Trace	56.00	City Of Stanwood
2852	05/15/2018	Claims	2	27094	KCDA Purchasing Cooperative	218.41	101453
2853	05/15/2018	Claims	2	27095	PUD Of Snohomish County *	9,810.95	2003-6737-3; 2001-0353-9; 2019-4239-8; 2007-3867-2; 2210-4151-0; 2027-2728-5; 2001-4218-0; 2001-2874-2; 2006-3363-4; 2025-7951-2; 2026-9420-4; 2026-7067-5; 2028-8205-6; 2005-9288-9; 2002-4050-5
2854	05/15/2018	Claims	2	27096	PacWest Machinery	472.14	29765570
2855	05/15/2018	Claims	2	27097	Philips Publishing Group	5,122.35	City Of Stanwood
2856	05/15/2018	Claims	2	27098	Pitney Bowes Inc- Purchase Power *	1,207.00	8000-9090-0519-5677
2857	05/15/2018	Claims	2	27099	Platt Electric Supply Inc	40.87	24127
2858	05/15/2018	Claims	2	27100	Pratt Pest Management NW Inc	185.47	100391
2859	05/15/2018	Claims	2	27101	Refund - Chantel Keller	202.24	Refund Chantel Keller For Plan Changes
2860	05/15/2018	Claims	2	27102	Refund - Grandview Homes	136.67	Refund Utility Acct #4193 - Grandview Homes
2861	05/15/2018	Claims	2	27103	Ricoh USA, Inc.	746.88	1316669-3660143; 1316669-3659652; 1316669-3660142
2862	05/15/2018	Claims	2	27104	SHS Horticulture	1,110.00	City Of Stanwood
2863	05/15/2018	Claims	2	27105	Site Development Associates, LLC	40,007.45	City Of Stanwood; City Of Stanwood
2864	05/15/2018	Claims	2	27106	Skagit Farmers Supply	813.28	135052
2865	05/15/2018	Claims	2	27107	Sno Co Public Works *	3,281.38	CR000024
2866	05/15/2018	Claims	2	27108	Sno Co Sheriff's Office - CB	1,252.83	City Of Stanwood
2867	05/15/2018	Claims	2	27109	Everett Daily Herald/ Sound Publishing	527.18	51439981; 14104597
2868	05/15/2018	Claims	2	27110	Stanwood Ace Hardware/ Jks Ventures	341.17	20013
2869	05/15/2018	Claims	2	27111	Stanwood Camano News	115.60	255834
2870	05/15/2018	Claims	2	27112	Stanwood City Utility	1,153.11	1241; 1271; 1328; 1332; 1348; 1573; 1587; 1674; 1675; 2416;
2871	05/15/2018	Claims	2	27113	TMG Services Inc	185.98	1920010
2872	05/15/2018	Claims	2	27114	Tetra Tech, Inc	945.25	City Of Stanwood

City Of Stanwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2873	05/15/2018	Claims	2	27115	Traffic Parts	824.51	8898
2874	05/15/2018	Claims	2	27116	USA Bluebook	7.62	478228
2875	05/15/2018	Claims	2	27117	United Rentals NW Inc	1,505.58	1383862
2876	05/15/2018	Claims	2	27118	Utilities Underground Loc	51.60	134200
2877	05/15/2018	Claims	2	27119	Verizon Wireless	962.76	372541731-00001
2878	05/15/2018	Claims	2	27120	Waste Management Skagit	337.16	8-34465-95001
2879	05/15/2018	Claims	2	27121	Wave Broadband	122.25	8136 10 014 0036680
2880	05/15/2018	Claims	2	27122	Weed, Graafstra & Associates, Inc., P.S	8,457.50	3868-0000M
2892	05/16/2018	Claims	2	27123	Sno Co Treasurer	2,792.75	32032300400100
		001 General Fund				238,262.05	
		101 Street Fund				9,861.20	
		103 Street Construction Fund				5,972.88	
		104 Park Improvement Fund				22,607.35	
		110 Building Improvement Fund				1,179.00	
		401 Sewer Fund				126,608.70	
		403 Sewer Construction Fund				4,646.46	
		410 Drainage Fund				1,680.81	
		411 Drainage Construction Fund				39,469.45	
		421 Water Fund				339,378.02	
		457 Sewer Equipment Reserve				3,219.73	
		459 Water Equipment Reserve				3,219.74	
		630 Agency Fund				1,897.27	
						798,002.66	Claims:
		* Transaction Has Mixed Revenue And Expense Accounts				798,002.66	798,002.66

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

() Finance Director () Auditing Officer

() Deputy Finance Director

Paul A. Harvey

Date: 5-17-18

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2555	05/08/2018	Payroll	2	EFT		2,548.82	April 2018 Payroll
2556	05/08/2018	Payroll	2	EFT		3,434.27	April 2018 Payroll
2557	05/08/2018	Payroll	2	EFT		2,181.53	April 2018 Payroll
2558	05/08/2018	Payroll	2	EFT		322.78	April 2018 Payroll
2559	05/08/2018	Payroll	2	EFT		2,247.24	April 2018 Payroll
2560	05/08/2018	Payroll	2	EFT		5,749.37	April 2018 Payroll
2561	05/08/2018	Payroll	2	EFT		2,900.05	April 2018 Payroll
2562	05/08/2018	Payroll	2	EFT		1,079.80	April 2018 Payroll
2563	05/08/2018	Payroll	2	EFT		1,674.27	April 2018 Payroll
2564	05/08/2018	Payroll	2	EFT		3,782.32	April 2018 Payroll
2565	05/08/2018	Payroll	2	EFT		3,082.97	April 2018 Payroll
2566	05/08/2018	Payroll	2	EFT		2,804.93	April 2018 Payroll
2567	05/08/2018	Payroll	2	EFT		5,188.06	April 2018 Payroll
2568	05/08/2018	Payroll	2	EFT		322.78	April 2018 Payroll
2569	05/08/2018	Payroll	2	EFT		4,218.16	April 2018 Payroll
2570	05/08/2018	Payroll	2	EFT		5,713.13	April 2018 Payroll
2571	05/08/2018	Payroll	2	EFT		751.75	April 2018 Payroll
2572	05/08/2018	Payroll	2	EFT		758.12	April 2018 Payroll
2573	05/08/2018	Payroll	2	EFT		4,351.32	April 2018 Payroll
2574	05/08/2018	Payroll	2	EFT		3,145.76	April 2018 Payroll
2575	05/08/2018	Payroll	2	EFT		322.78	April 2018 Payroll
2576	05/08/2018	Payroll	2	EFT		986.63	April 2018 Payroll
2577	05/08/2018	Payroll	2	EFT		4,771.02	April 2018 Payroll
2578	05/08/2018	Payroll	2	EFT		323.22	April 2018 Payroll
2579	05/08/2018	Payroll	2	EFT		318.58	April 2018 Payroll
2580	05/08/2018	Payroll	2	EFT		2,294.68	April 2018 Payroll
2581	05/08/2018	Payroll	2	EFT		2,386.54	April 2018 Payroll
2582	05/08/2018	Payroll	2	EFT		2,733.19	April 2018 Payroll
2583	05/08/2018	Payroll	2	EFT		2,249.62	April 2018 Payroll
2584	05/08/2018	Payroll	2	EFT		3,519.48	April 2018 Payroll
2585	05/08/2018	Payroll	2	EFT		3,030.64	April 2018 Payroll
2586	05/08/2018	Payroll	2	EFT		2,397.44	April 2018 Payroll
2587	05/08/2018	Payroll	2	EFT		4,410.69	April 2018 Payroll
2588	05/08/2018	Payroll	2	EFT		1,520.80	April 2018 Payroll
2589	05/08/2018	Payroll	2	EFT		2,222.94	April 2018 Payroll
2590	05/08/2018	Payroll	2	EFT		323.00	April 2018 Payroll
2591	05/08/2018	Payroll	2	EFT		322.78	April 2018 Payroll
2598	05/08/2018	Payroll	2	EFT	Internal Revenue Service (941)	41,340.69	941 Deposit for Pay Cycle(s) 05/08/2018 - 05/08/2018
2599	05/08/2018	Payroll	2	1058	AFLAC	614.96	Pay Cycle(s) 05/08/2018 To 05/08/2018 - AFLAC, Pre-Tax; Pay Cycle(s) 05/08/2018 To 05/08/2018 - AFLAC, Post-Tax
2600	05/08/2018	Payroll	2	1059	AWC Employee Benefit Trust	19,717.53	Pay Cycle(s) 05/08/2018 To 05/08/2018 - AWC - Medical; Pay Cycle(s) 05/08/2018 To 05/08/2018 - AWC- Dental; Pay Cycle(s) 05/08/2018 To 05/08/2018 - AWC - Vision; Pay Cycle(s) 05/08/2018 To 05/08/2018;
2601	05/08/2018	Payroll	2	1060	Colonial Life Insurance	66.75	Pay Cycle(s) 05/08/2018 To 05/08/2018 - Colonial Life Ins

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2602	05/08/2018	Payroll	2	1061	Department Of Retirement Systems	38,068.91	Pay Cycle(s) 05/08/2018 To 05/08/2018 - PERS2; Pay Cycle(s) 05/08/2018 To 05/08/2018 - PERS 3; Pay Cycle(s) 05/08/2018 To 05/08/2018 - 457 - DRS (DCP)
2603	05/08/2018	Payroll	2	1062	Hartford Retirement Plan Services	816.00	Pay Cycle(s) 05/08/2018 To 05/08/2018 - 457 - Hartford; Pay Cycle(s) 05/08/2018 To 05/08/2018 - Roth 457(b)
2604	05/08/2018	Payroll	2	1063	ICMA Retirement Trust	2,016.53	Pay Cycle(s) 05/08/2018 To 05/08/2018 - 457 - ICMA
2605	05/08/2018	Payroll	2	1064	Navia Benefits	155.00	Pay Cycle(s) 05/08/2018 To 05/08/2018 - Medical FSA- S125
2606	05/08/2018	Payroll	2	1065	Teamsters Union Local 231	1,229.00	Pay Cycle(s) 05/08/2018 To 05/08/2018 - Teamsters Dues
2607	05/08/2018	Payroll	2	1066	Washington Teamsters Welfare Trust	28,460.10	Pay Cycle(s) 05/08/2018 To 05/08/2018 - Union Dental; Pay Cycle(s) 05/08/2018 To 05/08/2018 - Teamsters Medical
						113,429.47	001 General Fund
						16,714.52	101 Street Fund
						1,163.55	108 Transportation Sales Tax Fund
						34,489.39	401 Sewer Fund
						17,729.02	410 Drainage Fund
						39,350.98	421 Water Fund
						222,876.93	Payroll:
							222,876.93

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

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



Date: 5-17-18



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b

DATE: May 24, 2018

SUBJECT: City Council May 10, 2018 Regular Meeting Minutes

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the May 10, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE MAY 10, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, May 10, 2018 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

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

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

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

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve the agenda.

Motion by Councilmember Johnson, second by Councilmember Sather, to amend the agenda by removing Item 9a Ordinance 1456 - Retail Marijuana Rules, First Reading, and ask staff to include a provision to limit the number of marijuana stores to one rather than two. Motion carried unanimously.

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

4. Presentations

- a. Proclamation – Kids to Park Day May 19, 2018

The mayor read a proclamation proclaiming May 19, 2018 as Kids to Park Day.

5. Citizen Comments

The mayor commented that because Item 9a was removed, council would not be hearing public comment on the marijuana topic tonight. He encouraged anyone with comments to send them via email or submit them in writing to City Hall.

There were no citizen comments.

Stanwood City Council Meeting Minutes – May 10, 2018

6. Staff Reports

- a. Planning Commission Minutes – March 26, 2018
- b. Deputy Clerk Temporary Hire

7. Committee Reports

- a. Finance
- b. Public Safety

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve April 26, 2018 Regular Meeting Minutes
- c. Special Event Permit with City Contribution – Stanwood Camano Arts Festival
- d. Special Event Permit with City Contribution – Twin City Idler's Car Show
- e. Special Event Permit – Stanwood Lacrosse Invitational

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

9. Old Business

- a. Ordinance 1456 – Retail Marijuana Rules, First Reading – **Removed by vote of council**

10. New Business

- a. Vehicle and Equipment Replacement Schedules and Annual Reserve Fund Requirements

Finance Director David Hammond asked council to authorize annual contributions to the City's vehicle and equipment replacement funds to annualize the cost of purchasing vehicles and equipment. He went over the financial impact on a fund by fund basis. The Finance Committee reviewed this item at their April 26th meeting and recommended moving it forward.

Councilmember Johnson asked the Finance Director to elaborate on past practices or lack of practices reserving funds for vehicle and equipment replacement.

Finance Director stated that during the recession we backed off our reserve contributions, and now that the economy has improved we can begin contributions again.

Councilmember Callaghan asked if we have a plan to add on to our current fleet.

Finance Director stated we do not currently have plans to increase the current fleet size.

Councilmember Johnson stated that even though the numbers seem big initially, this is what the City needs to plan for.

Councilmember Sather stated this is a responsible way for city government to act by planning to replace the equipment and vehicles we currently have.

Stanwood City Council Meeting Minutes – May 10, 2018

Motion by Councilmember Sather, second by Councilmember Johnson, to authorize inclusion of 2018 vehicle and equipment replacement costs in Ordinance 1457 amending the 2017-2018 budget, and direct staff to include annual vehicle and equipment costs in future budgets. Motion carried unanimously.

b. Ordinance 1457 – Amending 2017-2018 Budget, First Reading

Finance Director David Hammond stated that the primary purpose of the budget amendment is to true up cash balances, and to take care of some housekeeping items. This is a building block for the development of the next biennial budget. He went through budgeted revenues and appropriations for each fund.

Councilmember Johnson thanked the Finance Director for his perseverance on getting the FEMA reimbursement money.

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve first reading of Ordinance 1457 amending the 2017-18 budget as presented. Motion carried unanimously.

c. Authorize the mayor to sign contract with RH2 for professional consulting services for calculation of impervious surface in support of Drainage Utility rate study

Finance Director David Hammond presented an agreement with RH2 in support of the drainage utility rate study. Some efforts were made to calculate a sample of residential properties' impervious surface in-house, but it was determined that using outside resources will ensure an objective and accurate determination of drainage utility equivalent residential units.

Motion by Councilmember Sather, second by Councilmember Johnson, to authorize the mayor to enter into an agreement, not to exceed \$9,940, with RH2 Engineering for calculation of impervious surface in support of drainage utility rate study. Motion carried unanimously.

d. Final Plat – Mineral Point Phase II

City Administrator Ryan Larsen presented the final plat of Mineral Point Phase II. The preliminary plat was approved for 76 new residential single family lots. The project was divided into three phases, with the first phase including 20 lots, and the second phase includes 32 lots. Certain items will need to be finalized before signature, such as the final inspection of the lift station, which is anticipated to be completed next week, however, these changes will not alter the final plat.

Motion by Councilmember Sather, second by Councilmember Williams, to approve the final plat of Mineral Point Phase II and to allow the mayor to sign the final plat in accordance with SMC 16.020.060(3). Motion carried unanimously.

e. Authorize the mayor to sign an Interlocal Agreement for Conservation Futures for Johnson Farm

City Administrator Ryan Larsen presented an Interlocal Agreement with Snohomish County for the acquisition of the Johnson Farm property using Conservation Futures funds. The City received a grant in the amount of \$500,000 last year to purchase 15 acres and a 172 acre farmland

Stanwood City Council Meeting Minutes – May 10, 2018

preservation easement on the Johnson Family Farm property. He thanked Grant Weed's staff for working diligently to complete the agreement.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the mayor to sign the Interlocal Cooperation Agreement in substantially the form attached hereto in Attachment "A" with Snohomish County for the acquisition of the Johnson Farm property using conservation futures funds. Motion carried unanimously.

- f. Resolution 2018-11 Declaring an Emergency Due to Sewer Force Main Break on 94th Drive and Authorizing Contract for Repairs

Public Works Director Kevin Hushagen presented Resolution 2018-11 authorizing repairs to a force main break on 94th Drive. Leaks have appeared several times, but after excavating, no leak was discovered. To prevent this problem from continuing to occur, staff would like to have Taylor's Excavator's replace the pipe in the affected area in the interest of public health.

Councilmember Callaghan asked if there is potential that the problem is not from the area where the pipe will be replaced.

Public Works Director stated it is not likely because this is the area where the waste is surfacing, and it's in between two structures.

Motion by Councilmember Sather, second by Councilmember Williams, to authorize the mayor to sign Resolution 2018-11 declaring the need for an emergency repair to the sewer force main on 94th Drive and enter into an agreement with Taylor's Excavators to complete the repair for a sum not to exceed \$84,500. Motion carried unanimously.

11. Reports of Officers and Committees

a. Mayor's Report

- Touch-a-Truck was a huge success, great turn out
- Saturday May 12th is Letter Carrier Stamp Out Hunger Day – place non-perishable food next to mailbox before mail pick up on Saturday

b. City Administrator's Report

A new Community Development Director has been selected and will begin on May 29th. Her name is Patricia Love and she comes from the City of Mukilteo

c. Councilmember Reports/Questions

12. Citizen Closing Comments

Heidi Forslund 8226 276th PI NW

Mrs. Forslund asked why the marijuana item was removed from the agenda, and if it would be added to a future agenda.

Stanwood City Council Meeting Minutes – May 10, 2018

The mayor stated that there was a motion to bring it back to the next council meeting with the change of allowing one pot shop instead of two. The motion was voted on and passed.

Mrs. Forslund asked if citizen comments will be heard at that meeting.

The mayor stated that will be discussed with council, but if any comments are heard, he will most likely not hear comments from those outside of city limits. This could all change before the next council meeting however.

Tim Schmitt 27308 101st Ave

Mr. Schmitt praised Public Works on the refuse collection day. He was impressed with the employees that were running the event, and commented that the mayor even went to a citizen's house to pick up items because this person did not have the means to bring the refuse to the event.

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

At 7:43 pm, Mayor Kelley adjourned the meeting to executive session to discuss property acquisition for seven minutes.

The meeting reconvened at 7:48 pm.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the mayor to sign the second addendum to the real estate purchase and sales contract for Johnson Farm acquisition. Motion carried unanimously.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the mayor to sign the third addendum to the real estate purchase and sales contract for the Johnson Farm acquisition. Motion carried unanimously.

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the City to close the Johnson Farm acquisition transaction and easements and further authorize the mayor to execute all necessary documents to complete the closing. Motion carried unanimously.

14. Adjourn

There being no further business before the Council, Mayor Kelley adjourned the meeting at 7:50. p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b
DATE: May 24, 2018
SUBJECT: Community Development March/April 2018 Monthly Report
CONTACT PERSON: Ryan Larsen, Community Development Director
ATTACHMENTS: A – CD Monthly Report for March/April 2018

SUMMARY STATEMENT

The report from the Community Development Department covering the months of March/April 2018 is attached.



MEMORANDUM

City of Stanwood
10220 270th St NW
Stanwood, WA 98292
360-629-2181

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Mayor Kelley and the Members of the City Council
FROM: Ryan C. Larsen, Community Development Director
SUBJECT: March / April 2018 (Monthly Report)
DATE: May 24, 2018

This report covers building/planning/economic development and code enforcement activity from March 1, 2018 to April 30, 2018. We are also providing a summary of fees received during the month of March and April. Revenues (**Attachment A**) in March totaled \$131,175.94 and \$179,751.67 in April compared with \$250,203.01 in February. Front desk customers served in March were approximately 55 compared to 30 in April. Five general information meetings were held in March and one was held in April to discuss building and land use proposals.

The data summarized in this report shows that the total permits so far for the year (as of 4/30/2018) is 147 (**Attachment B**) and 50 for March and 43 in April (**Attachment C**). These 93 permits consist mainly of Building (23), Signs (13), Home Business (10), Plumbing (8), General Information (6), Certificate of Occupancy (4), Mechanical (4) and Special Event (3).

There were several new businesses in March and April including: Your Family Resale and Consignment, Stanwood Foster Closet and Theodora Fogarty LMP. New home businesses for these months were: Personal Touch Painting, River K Rental and Distribution, Magical Destinations, New Construction Home Cleaning, Reed Vending, Right Now Investments, Sound Predictions, Human Workplace Resources, Gileff, Liliya.

Land Use and Planning within the Department continues to be busy with the following major projects in progress:

PROJECT	STATUS
Mineral Point Phase II	At Final Plat with Council on May10, 2018
Decker Short Plat	At Final Plat
Trailside 15-lot subdivision	At Preliminary Plat
BYK 9-lot subdivision	Final Plat has been approved and recorded
Cedarhome Square (Landed Gentry)	Hearing scheduled for May 16, 2018
Port Susan Lenz	Construction plan approval for retail center with four tenants
Stanwood High School	Construction Plans in for second review

There were two code enforcement cases in March and six in April regarding vehicles parked illegally and land use issues (**Attachment D**). There was one code enforcement case in February.

If you have any questions about any of the information presented please contact me.

ATTACHMENT A

2018 Fee Worksheet

	GEN	GEN	UTIL	GEN	GEN	GEN	IMPACT	IMPACT	IMPACT	HOOKUP	INVEST	HOOKUP	INVEST	HOOKUP
	bld, c of o	util sys fee	ROW	Zoning	plan check	SEPA	streets	park	fire	sewer conn	sewer plant	drain conn	drain plant	water conn
date	Bld Permit, c of o	Util sys fee	ROW	Land Use, Eng fees	Plan Chk	SEPA	streets	Park Impact	Fire Impact	Sewer conn	Sewer Plant	Drainage Conn	Drainage Plant	Water GFC
1/7/18	\$1,495	\$230	\$0	\$43,442	\$829	\$900	\$3,524	\$1,330	\$200	\$500	\$6,476	\$200	\$802	\$600
1/14/18	\$4,512	\$430	\$0	\$6,525	\$1,756	\$0	\$7,048	\$1,282	\$400	\$1,000	\$12,952	\$400	\$1,604	\$1,200
1/21/18	\$2,591	\$130	\$0	\$1,825	\$927	\$0	\$0	\$0	\$0	\$0	\$0	\$200	\$0	\$0
1/28/18	\$50	\$0	\$0	\$0	\$3,215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2/4/18	\$689	\$0	\$0	\$0	\$2,886	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2/11/18	\$7,215	\$450	\$0	\$12,740	-\$1,364	\$450	\$15,096	\$0	\$800	\$2,000	\$25,904	\$800	\$3,208	\$2,400
2/18/18	\$670	\$0	\$0	\$0	\$2,337	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2/25/18	\$111	\$0	\$100	\$545	\$128	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3/4/18	\$5,706	\$450	\$0	-\$815	\$1,280	\$0	\$10,572	\$0	\$400	\$1,500	\$19,428	\$600	\$2,406	\$1,800
3/11/18	\$5,046	\$300	\$200	\$160	\$1,079	\$0	\$6,497	\$0	\$400	\$1,000	\$12,952	\$400	\$1,604	\$1,200
3/18/18	\$25	\$0	\$0	\$210	\$3,485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3/25/18	\$1,805	\$0	\$0	\$6,749	\$1,202	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4/1/18	\$716	\$0	\$0	\$0	\$1,606	\$0	\$333	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4/8/18	\$10,099	\$450	\$0	\$515	\$2,661	\$0	\$10,571	\$1,330	\$800	\$1,500	\$19,428	\$600	\$2,406	\$1,800
4/15/18	\$0	\$0	\$100	\$35	\$9,518	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4/22/18	\$7,061	\$450	\$100	\$240	\$287	\$0	\$3,523	\$0	\$400	\$1,500	\$19,428	\$600	\$2,406	\$1,800
4/29/18	\$1,413	\$150	\$0	\$115	\$6,214	\$0	\$3,524	\$641	\$200	\$500	\$6,476	\$200	\$802	\$600
Total	\$49,204	\$3,040	\$500	\$72,286	\$38,049	\$1,350	\$60,688	\$4,582	\$3,600	\$9,500	\$123,044	\$4,000	\$15,238	\$11,400

INVEST	SURCH.	GEN	GEN	GEN	GEN	GEN	UTIL	UTIL	INVEST	GEN	GEN	GEN	TOTAL
water plant	state surc.	mech	plumb	grade	demo	sign	roofing	sewer avail	water avail	Cedarhome	tech fee	Sp. Event Use	total
	<u>State Surc.</u>	<u>Mech</u>	<u>Plumb</u>	<u>Grade</u>	<u>Demo</u>	<u>Sign</u>	<u>Roofing</u>	<u>Sewer Avail</u>	<u>Water Avail</u>	<u>Cedarhome Plant</u>	<u>3% tech</u>	<u>Sp. Event/Temp Use</u>	
\$5,280	\$14	\$639	\$294	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,414	\$50	\$68,217
\$10,560	\$14	\$400	\$430	\$0	\$0	\$290	\$0	\$0	\$0	\$5,140	\$460	\$0	\$56,402
\$0	\$14	\$569	\$255	\$0	\$0	\$10	\$0	\$0	\$0	\$0	\$224	\$0	\$6,744
\$0	\$9	\$86	\$0	\$0	\$0	\$10	\$0	\$0	\$0	\$0	\$7	\$0	\$3,377
\$0	\$5	\$45	\$130	\$0	\$0	\$268	\$0	\$0	\$0	\$0	\$38	\$0	\$4,060
\$21,120	\$23	\$805	\$830	\$0	\$0	\$180	\$122	\$0	\$0	\$10,280	\$812	\$0	\$103,871
\$0	\$32	\$2,045	\$0	\$0	\$0	\$0	\$1,041	\$0	\$0	\$0	\$184	\$50	\$6,358
\$0	\$9	\$211	\$35	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34	\$0	\$1,174
\$15,840	\$14	\$600	\$700	\$0	\$0	\$10	\$0	\$0	\$0	\$7,710	\$342	\$0	\$68,543
\$10,560	\$14	\$420	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$5,140	\$311	\$0	\$47,732
\$0	\$5	\$0	\$111	\$37	\$0	\$0	\$0	\$500	\$500	\$0	\$21	\$50	\$4,944
\$0	\$9	\$0	\$35	\$0	\$0	\$45	\$0	\$0	\$0	\$0	\$94	\$19	\$9,957
\$0	\$9	\$160	\$75	\$0	\$0	\$50	\$209	\$500	\$0	\$0	\$55	\$0	\$3,714
\$15,840	\$32	\$550	\$775	\$787	\$200	\$110	\$0	\$0	\$0	\$5,140	\$601	\$0	\$76,194
\$0	\$0	\$25	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4	\$0	\$9,692
\$15,840	\$18	\$900	\$640	\$0	\$0	\$0	\$0	\$0	\$0	\$7,710	\$414	\$100	\$63,418
\$5,280	\$5	\$255	\$160	\$0	\$0	\$110	\$0	\$0	\$0	\$0	\$89	\$0	\$26,734
\$100,320	\$221	\$7,710	\$4,930	\$824	\$200	\$1,083	\$1,372	\$1,000	\$500	\$41,120	\$5,102	\$269	\$561,131

\$131,176 Total March

\$179,752 Total April

ATTACHMENT B

Permits for the City of Stanwood												ytd 4/30
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
A-Board Signs	NA	NA	NA	47	30	17	25	18	19	10	18	8
Admin. Int.	0	0	2	2	0	4	7	3	3	1	0	0
Annexation	2	0	0	0	0	0	0	2	2	1	0	0
Banners	NA	NA	NA	NA	NA	NA	1	6	5	7	10	7
Binding site plan	1	0	1	1	1	0	0	0	0	0	0	0
Boundary Line adj	2	3	0	0	1	0	1	1	4	3	2	0
Commercial C of O	NA	NA	NA	NA	19	40	37	46	32	37	36	25
Commercial Building	24	23	21	43	29	22	31	42	28	26 5 open	28	17
Conditional Use	0	1	1	0	1	1	3	1	0	1	1	0
Critical Areas	0	0	0	1	6	1	13	4	0	3 1 open	5	3
Demolition	8	12	1	4	2	4	5	3	5	2 1 open	8	2
Encroachment	NA	NA	NA	2	14	0	1	1	2	2	2	0
Feather Banner	NA	NA	NA	NA	NA	NA	NA	NA	7	6	6	2
Final Plat	1	0	0	0	0	0	0	0	2	0	2	3
Fireworks	NA	NA	NA	NA	NA	NA	NA	NA	2	3	3	2
Flood Plain	NA	NA	NA	NA	NA	NA	NA	18	17	22	7	5
Forest Practices	NA	NA	NA	NA	NA	1	0	0	0	0	0	0
Gen. Info meetings	NA	NA	NA	NA	NA	NA	14	23	17	27	28	20
Grading	0	5	4	7	13	5	7	1	5	4 1 open	5	4
Home Occupation	NA	NA	NA	17	48	30	34	27	33	33	57	24
Mechanical	12	13	16	17	11	11	27	29	32	50	63	17
Multi-family	3	0	0	6	0	0	0	0	3 open	1	0	0
Plat Minor Amend	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	0
Plumbing	7	13	25	23	18	6	13	8	18	30	41	15
Pre-App	10	8	12	16	12	11	15	2	0	0	0	2
Prelim. Plat	0	1	1	0	0	0	3	1	0	0	1	1
Remodels	9	19	19	24	24	14	18	15	19	21 1 open	20	7
Right of Way	5	20	19	12	17	17	14	19	16	17	32	8
Roofs	3	11	12	7	4	1	3	5	8	11	8	7
Sepa	9	4	5	5	9	2	5	4	13	3	5	1
Shoreline	1	1	1	0	0	1	0	0	1,1 open	0	1	0
Short Plat	0	0	0	1	0	0	0	1	0	0	3	0
Single family homes	90	38	39	13	8	51	59	0	24	29	26	21
Signs	23	25	25	55	61	28	39	45	31	31	32	9
Site Development	8	3	24	23	18	61	82	18	4, 1 open	2,2 open	5	3
Special Events	NA	NA	NA	NA	NA	NA	11	15	16	15	19	8
Street Vac.	0	0	0	0	0	0	1	0	0	0	1	0
Taxi Cab	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	3	5
Temporary Use	NA	NA	NA	4	9	21	20	16	9	3	2	0
Utility	8	3	4	0	4	1	6	4	2	3	10	9
Variances	3	2	2	1	1	2	1	5	1	2	1	0
Zoning	NA	NA	NA	NA	NA	2	11	5	3	2	5	5
Total	229	205	234	331	360	354	507	388	363	405	497	147



ATTACHMENT C

Permits - New ▼

Permit View	Inspection Dashboard	Plan Review	Contractors	Employees	Property	Fields/Codes	Reports	Open Map
Main	Advanced Search	Open Saved Search	Permit Templates	New Permit Beta	New Permit			

Advanced Search Results												Tools
Advanced Search Results												Save Selected
✓	Permit #	Date	Permit Type	Proposed Use	Applicant Business Name	Applicant Name	Site Address	Status	Contractor	Date Issued	Date Completed	Edit/View
✓	20180195	4/30/2018	Special Event	4th of July parade	Stanwood Area Historical Society	Richard Hanks	27130 102nd Ave NW	processing				Edit/View
✓	20180194	4/30/2018	Right of Way	remove 67" of curb & gutter, add new curb and gutter & driveway approach		Robert & Karen Ulbricht	7025 288th St. NW	processing	Extreeme Concrete Finishing			Edit/View
✓	20180193	4/27/2018	General Information Meeting	proposed plat that will include 74 single family lots, 8 duplex lot and 15 triplexes. Per the TN (traditional Neighborhood zoning) The existing home and barn will remain on the Von Moos Parcel.	Land Pro Group	Patrick McCourt	7831 284th St. NW	Complete		5/15/2018	5/15/2018	Edit/View
✓	20180192	4/27/2018	A-Board	aboard for existing business	Stilly River Yarns	Lindsey A. Spoor	9913 271st St, Suite A	Complete	na	4/27/2018	4/27/2018	Edit/View
✓	20180191	4/26/2018	Fireworks	Fireworks stand	Stable Beginning	James Maze	8802 SR 532, Stanwood, WA 98292	Approved/issued	na	5/15/2018		Edit/View
✓	20180190	4/25/2018	Sign	3 wall signs	Donna's Travel & Kallock Insurance	Donna & Clinton Kallock	10424 SR 532	Complete	Meyer Sign	5/4/2018	5/17/2018	Edit/View
✓	20180189	4/24/2018	Building Permit	new single family home-Jasper	Grandview Homes	Scott Wammack	27707 66th DR NW, lot 31	processing	Grandview Homes			Edit/View
✓	20180188	4/24/2018	Building Permit	new single family home-Granite	Grandview Homes	Scott Wammack	27711 66th DR NW, lot 30	processing	Grandview Homes			Edit/View
✓	20180187	4/24/2018	Building Permit	new single family home-Jasper	Grandview Homes	Scott Wammack	27715 66th DR NW, lot 29	processing	Grandview Homes			Edit/View
✓	20180186	4/24/2018	Building Permit	new single family home-Limestone	Grandview Homes	Scott Wammack	27723 66th DR NW, lot 27	processing	Grandview			Edit/View
✓	20180185	4/24/2018	Building Permit	new single family home-Marble	Grandview Homes	Scott Wammack	27716 66th DR NW, lot 22	processing	Grandview Homes			Edit/View
✓	20180184	4/24/2018	A-Board	a-board sign for existing business	Island Floral	Brenda Chohrach	8701 271st St. NW	Complete	na	5/8/2018	5/8/2018	Edit/View
✓	20180183	4/24/2018	Certificate of Occupancy	new business	Theodora Fogarty LMP	Theodora Fogarty	10024 270th St. NW	Complete	na	5/16/2018	5/16/2018	Edit/View
✓	20180182	4/24/2018	Plumbing	replace gas water heater		Underwood, Jennifer & David	27703 73rd Ave NW	Approved/issued	Brennan Heating	4/24/2018		Edit/View
✓	20180181	4/24/2018	Mechanical	replace furnace and install air conditioning		Underwood, Jennifer & David	27703 73rd Ave NW	Approved/issued	Brennan Heating	4/24/2018		Edit/View
✓	20180180	4/23/2018	Mechanical	install new air conditioner		Krista & Karl Fossum	28512 70th DR NW	Approved/issued	Black Lion Hvac	4/27/2018		Edit/View
✓	20180179	4/23/2018	Home Business	home business- interpreting (language exchange)	Gileff, Liliya	Gileff, Liliya	27509 Country Pl NW	information needed from client	na			Edit/View
✓	20180178	4/23/2018	Sign	1 freestanding sign, 1 wall sign	Eco Sound Auto		9008 271st St. NW	Approved/issued	Berry Sign Systems	5/4/2018		Edit/View
✓	20180177	4/19/2018	Mechanical	decommission of heating oil tank		Julie Dixon	28004 84th DR NW	Complete	CNR Tanks	4/19/2018	4/20/2018	Edit/View
✓	20180176	4/19/2018	Special Event	special event car show	Twin City Idlers	Les Anderson	27001 Florence Way	processing	na			Edit/View
✓	20180175	4/18/2018	Zoning	Code Edits for title 16 & 17	City of Stanwood	Ryan Larsen	10220 270th St. NW	processing				Edit/View
✓	20180174	4/18/2018	Home Business	home business- Human Resources consulting service:Employee	Humane Workplace Resources	Linda Dickinson	7323 Centerville Court, Unit 803	Complete		4/23/2018	4/23/2018	Edit/View

5/18/2018

IWORQ Systems Inc.

				policies/handbooks, training, leadership coaching, job descriptions, performance tools, special projects.								
☒	20180173	4/18/2018	Floodplain Development	flood permit for TI	David Cassera Gallery	Designs NW/Jayne Zold	26915 102nd DR NW, Suite 102	processing	Impel Construction	4/18/2018	4/18/2018	Edit/View
☒	20180172	4/18/2018	Building Permit	TI for new art gallery	David Cassera Gallery	Designs NW/Jayne Zold	26915 102nd DR NW	Approved/issued	Impel Construction	5/4/2018		Edit/View
☒	20180171	4/17/2018	Right of Way	Install 485' of new gas main to 26902 92nd Ave NW, Suite A.	Mod Pizza	Rune Harkistad	26902 92nd Ave NW, Suite A	Withdrawn	Cascade Natural Gas	5/7/2018	5/7/2018	Edit/View
☒	20180170	4/17/2018	Special Event	Special Event- Stanwood Lacrosse Tournament	Stanwood Invitational	Stanwood Lacrosse	9600 276th St. NW	Approved/issued	na	5/11/2018		Edit/View
☒	20180169	4/17/2018	Home Business	home business- assess, prepare and deliver training	Sound Predictions, LLC	Mark Mann	7725 278th St. NW	Complete		5/15/2018	5/15/2018	Edit/View
☒	20180168	4/16/2018	Plumbing	replace existing gas water heater		Rasar, Greg & Laura	27719 73rd Ave NW	Approved/issued	Brennan Heating	4/16/2018		Edit/View
☒	20180167	4/13/2018	Plumbing	replace 40ng water heater		James McMurtry	8103 283rd St. NW	Complete	Jo Absolute Plumbing	4/13/2018	4/24/2018	Edit/View
☒	20180166	4/12/2018	Floodplain Development	proposed retail building, parking, storm & utilities	Stillaguamish Properties/Port Susan Marketplance/Mod Pizza	Bill Lenz	26902 92nd Ave NW	processing				Edit/View
Records 1 to 30 (of 93)											1 2 3 4	



Permit View	Inspection Dashboard	Plan Review	Contractors	Employees	Property	Fields/Codes	Reports	Open Map
Main	Advanced Search	Open Saved Search	Permit Templates	New Permit Beta	New Permit			

Advanced Search Results												Tools
Advanced Search Results												Save Selected
Select View ▼												Edit Selected
												Multiple Letter Creation
												Preferences
												Print Information
												Try New Interface IBeta
☒	Permit #	Date	Permit Type	Proposed Use	Applicant Business Name	Applicant Name	Site Address	Status	Contractor	Date Issued	Date Completed	
☒	20180165	4/11/2018	Home Business	home business-buy properties fix them for resale	Right Now Investments	Amanda Linsey	27337 Village Pl NW	Complete		5/9/2018	5/9/2018	Edit/View
☒	20180164	4/11/2018	Building Permit	new single family home, Slate	Grandview Homes	Scott Wammack	27719 66th DR NW, Lot 28	processing	Grandview			Edit/View
☒	20180163	4/11/2018	Building Permit	new single family home- Slate	Grandview Homes	Scott Wammack	27728 66th DR NW, lot 25	processing	Grandview			Edit/View
☒	20180162	4/11/2018	Building Permit	new single family home- Onyx	Grandview Homes	Scott Wammack	27724 66th DR NW, lot 24	processing	Grandview			Edit/View
☒	20180161	4/11/2018	Building Permit	new single family home- Copper	Grandview Homes	Scott Wammack	27720 66th DR NW, lot 23	processing	Grandview			Edit/View
☒	20180160	4/11/2018	Building Permit	new single family home- Copper	Grandview Homes	Scott Wammack	27727 66th DR NW, lot 26	processing	Grandview			Edit/View
☒	20180159	4/11/2018	Building Permit	construct a new retail building shell. Tenant work will be under future permits	Stillaguamish Properties/Port Susan Marketplace/Mod Pizza	Bill Lenz/Rune Harkstad	26902 92nd Ave NW	processing				Edit/View
☒	20180158	4/11/2018	Right of Way	curb and sidewalk for frontage for new sfh	Hansen & Hansen		7823 272nd St. NW	Approved/issued	Buy 1 Oils	4/20/2018		Edit/View
☒	20180157	4/11/2018	Fireworks	Fireworks stand	Camano Chapel Youth	Luke Laures	27008 92nd Ave NW	Approved/issued	TNT	4/19/2018		Edit/View
☒	20180156	4/5/2018	Plumbing	relocate water heater		Brian Niegemann	7628 273rd St. NW	Complete	Alpine Plumbing Svs Inc	4/5/2018	4/9/2018	Edit/View
☒	20180155	4/4/2018	Sign	reface wall sign	Stanwood Cupcakes	Erin White, Rebecca Jette	8717 271st St. NW	Complete	self	3/4/2018	4/4/2018	Edit/View
☒	20180154	4/4/2018	Plumbing	install sewer cleanout in commercial building	Guided Gallery	Ron Stradin	8700 271st St. NW	Approved/issued	Stollwerk Plumbing	4/4/2018		Edit/View
☒	20180153	4/3/2018	Sign	2 wall signs for church	Stanwood Four Square Church	James Seaton	27007 90th Ave NW	Approved/issued	Image 360	5/8/2018		Edit/View
☒	20180152	3/29/2018	Taxicab	new taxi driver for J & B Transportation	J & B Transportation	Tanner Schow	28401 72nd DR NW	Complete	na	4/5/2018	4/5/2018	Edit/View
☒	20180151	3/29/2018	Building Permit	new single family home	BYK Construction	Tim Woodmansee	28405 71st Lane, lot 4	Approved/issued	BYK	5/8/2018		Edit/View
☒	20180150	3/29/2018	Sign	3 refaced wall signs and 1 refaced pole sign	My Hearing Center	Jeff Robe	7359 267th St. NW, Ste. A	Approved/issued	National Sign Corporation	4/5/2018		Edit/View
☒	20180149	3/29/2018	Home Business	home business-prepackaged snack and drink vending	Reed Vending	David & Rebecca Buller	28321 72nd DR NW	Complete	na	3/29/2018	3/29/2018	Edit/View
☒	20180148	3/26/2018	Utility	water availability for new single-family home outside City limits		Garrett Williams	6510 Pioneer Hwy	Complete		3/27/2018	3/27/2018	Edit/View
☒	20180147	3/26/2018	Mechanical	install ductless heating system		Brian Niegemann	7628 273rd St. NW	Complete	Amped Electrical & Mechanical	3/27/2018	4/9/2018	Edit/View

5/18/2018

IWORQ Systems Inc.

☒	20180146	3/23/2018	Home Business	home business-cleaning	New Construction Home Cleaning LLC	Tarra Dotzauer	6806 282nd PL NW	Complete		4/25/2018	4/25/2018	Edit/View
☒	20180145	3/23/2018	Plumbing	replacing gas water heater		Teru Towle	28429 Nordic Way	Complete	Washington Energy Svs	3/26/2018	4/11/2018	Edit/View
☒	20180144	3/23/2018	Utility	water meter installed for single family home on Church Property	Western WA 7th Day Adventist Church	(Red) Daniel L. Weaver	6713 284th St. NW	Information needed from client				Edit/View
☒	20180143	3/23/2018	Utility	water meter install for 7th day Adventist School	Western WA 7th Day Adventist Church	(Red) Daniel L. Weaver	28505 68th Ave NW	Information needed from client				Edit/View
☒	20180142	3/21/2018	Building Permit	replace deteriorated shed		Chantel Keller	8715 271st St. NW	Information needed from client				Edit/View
☒	20180141	3/21/2018	Roofing	replace roof, repair bad siding	Granary Building	Chantel Keller	8715 271st St. NW	Approved/issued	Step Above Construction	5/4/2018		Edit/View
☒	20180140	3/19/2018	General Information Meeting	subdivision, single family or duplex?		Cherie Dubell/Jenny Milllich Sorelle LLC	7123 276th St. NW	Complete		3/30/2018	3/30/2018	Edit/View
☒	20180139	3/19/2018	Grading	grading for new high school	Stanwood Camano High School	Stanwood Camano School District	7400 272nd St. NW	processing				Edit/View
☒	20180138	3/19/2018	Site Development	cement treatment of soil, underground detention vault, underground utilities, building pad prep	Stanwood Camano High School	Stanwood Camano School District	7400 272nd St. NW	processing				Edit/View
☒	20180137	3/19/2018	Building Permit	new redi-rock segmental wall along south property line	Stillaguamish Properties/Port Susan Marketplace/Mod Pizza	Bill Lenz/Rune Harkestad	26902 92nd Ave NW	Approved/issued	RGSS Construction	4/19/2018		Edit/View
☒	20180136	3/16/2018	Building Permit	Soilder Pile Wall	Stanwood Camano High School	Stanwood Camano School District	7400 272nd St. NW	Information needed from client				Edit/View
Records 31 to 60 (of 93)											1 2 3 4	



Permit View	Inspection Dashboard	Plan Review	Contractors	Employees	Property	Fields/Codes	Reports	Open Map
Main	Advanced Search	Open Saved Search	Permit Templates	New Permit Beta	New Permit			

Advanced Search Results												Tools
Advanced Search Results												Save Selected
Select View ▼												Edit Selected
✓	Permit #	Date	Permit Type	Proposed Use	Applicant Business Name	Applicant Name	Site Address	Status	Contractor	Date Issued	Date Completed	
✓	20180135	3/19/2018	Building Permit	Solar PV system on existing roof	Stanwood Senior Center	Julie Vess	7430 276th St. NW	Approved/issued	SME, DBA NW Wind & Solar	5/16/2018		Edit/View
✓	20180134	3/16/2018	Building Permit	new single family home	BYK Construction	Tim Woodmansee	28403 69th Lane NW, lot 9	Approved/issued	BYK	4/6/2018		Edit/View
✓	20180133	3/16/2018	Building Permit	new single family home	Byk	Tim Woodmansee	28409 69th Lane NW, lot 8	Approved/issued	BYK	4/11/2018		Edit/View
✓	20180132	3/16/2018	General Information Meeting	Possible subdivision	David Brandt		7815 272nd St. NW	Complete		3/23/2018	3/23/2018	Edit/View
✓	20180131	3/16/2018	Demolition	demolition of existing portable classrooms on site.	Stanwood Camano High School	Stanwood Camano School District	7400 272nd St. NW	information needed from client				Edit/View
✓	20180130	3/16/2018	General Information Meeting	Gravel parking area	Funderburke Autobody Rebuild	Elden McCall	8702 270th St. NW	Complete		3/28/2018	3/28/2018	Edit/View
✓	20180129	3/15/2018	Pre-Application	preliminary plat consisting of 11 lots and 1 tract for drainage	Collins Plat	Elizabeth Majors/Cascade Surveying and Engineering	7017 276th St. NW	Complete		3/28/2018	3/28/2018	Edit/View
✓	20180128	3/15/2018	Banner	Banner for Vintage Trailer show	Vintage Trailer Show	Vicki Tanner	27001 Florence Way	processing				Edit/View
✓	20180127	3/14/2018	Special Event	Exhibition of Vintage Trailers to be held on July 22, 2017 in conjunction with the Concert Series	Vintage Trailer Show	Vicki Tanner	27001 Florence Way, Stanwood	Approved/issued	na	5/9/2018		Edit/View
✓	20180126	3/14/2018	Critical Areas		McCune/Schmidt plat	Amy, Angela & Jacob Schmitt, Ann & Matthew McCune, Richard & Renee Bowzer, Karen & Gene Eidsness	Parcel #32041800401500	processing				Edit/View
✓	20180125	3/14/2018	Grading	adding a driveway with asphalt apron. The proposed driveway will extend North 600'	McCune/Schmidt plat	Amy, Angela, Jacob Schmitt, Ann, Matthew McCune, Richard & , Renee Bowzer, Karen & Gene Eidsness	Parcel #32041800401500	processing				Edit/View
✓	20180124	3/14/2018	Utility	Water & Sewer Availability		Bonnie Logen	parcel #32041800301300	Approved/issued	na	3/21/2018		Edit/View
✓	20180123	3/13/2018	General Information Meeting	Possible subdivision		Ron Wells	7315 284th St. NW	Complete		3/23/2018	3/23/2018	Edit/View
✓	20180122	3/12/2018	Zoning	2018-2018 Shoreline Master Plan Update	2018-2019 Shoreline Master Program Update	City of Stanwood/Ryan Larsen	26729 98th DR NW	processing				Edit/View
✓	20180121	3/12/2018	Home Business	home business-seller of travel vacation packages, hotel accommodations, theme park tickets and airfare	Magical Destinations	Melissa Girard	7141 288th St. NW	Complete	na	3/26/2018	3/26/2018	Edit/View
✓	20180119	3/12/2018	Home Business	home business-selling refracture supplies	River K Rental & Distribution	Danielle Lazzari	27820 84th Ave NW	Information needed from client	na			Edit/View
✓	20180118	3/12/2018	Certificate of Occupancy	Children's clothing and accessories and donations for local foster families	Your Family Resale & Consignment and Stanwood Foster Closet	Angela Filts	9922 SR 532, Stanwood, WA 98292	Complete	na	3/30/2018	3/29/2018	Edit/View
✓	20180117	3/12/2018	Building Permit	new addition of a bedroom, closet and bathroom		Nancy High	7908 265th St. NW	Approved/issued	Pacific Property Service	3/23/2018		Edit/View
✓	20180116	3/9/2018	Floodplain Development	new retail space in flood plain	Stillaguamish Properties/Port Susan	Bill Lenz	26902 92nd Ave NW	Complete		4/18/2018	4/18/2018	Edit/View

5/18/2018

IWORQ Systems Inc.

					Marketplace/Mod Pizza							
☒	20180115	3/8/2018	Building Permit	18' x 28' detached garage		Alvin Wickstrom	8201 276th PL NW	Information needed from client	JW Withers Construction			Edit/View
☒	20180114	3/8/2018	Building Permit	roof to cover mailboxes, no heated space	Creekside, mailbox roof	Pat Sievers	26031 72nd Ave NW	Approved/issued	Exxel Pacific	3/22/2018		Edit/View
☒	20180113	3/8/2018	Building Permit	Construct a foundation and grade beams for a future retail building	Stillaguamish Properties/Port Susan Marketplace/Mod Pizza	Eric Koch/ Partners Architechs/ Bill Lenz	26902 92nd Ave NW	Approved/issued	RGSS Construction	4/26/2018		Edit/View
☒	20180111	3/7/2018	Zoning	Marijuana Edits	City of Stanwood	Ryan Larsen	10220 270th St. NW	processing				Edit/View
☒	20180110	3/6/2018	Home Business	home business-art gallery	Hansen Art Studio	Nancy Hansen	28714 75th DR NW	information needed from client				Edit/View
☒	20180109	3/5/2018	General Information Meeting	potential commercial building		YMH Inc, Hoon Hims, Helen Yang	parcel # 32032400409400	processing				Edit/View
☒	20180108	3/5/2018	Plumbing	repair broken sewer line		Matthew Landry	6820 Church Creek Ct	Approved/issued	self	3/15/2018		Edit/View
☒	20180107	3/5/2018	Right of Way	repave broken UG conduit	Wave Division Holdings LLC	Justin Fisler	8725 271st St. NW	Approved/issued	Wave Broadband	3/7/2018		Edit/View
☒	20180106	3/2/2018	Certificate of Occupancy	obtain business license for existing business	Funderburke Autobody Rebuild	Mike Funderburke	8624 270th St NW	Withdrawn		3/9/2018	3/9/2018	Edit/View
☒	20180105	3/2/2018	Home Business	home business-House painting interior and exterior	Personal Touch Painting	Hershell Joe Watkins	26106 77th Ave NW	Complete		5/9/2018	5/9/2018	Edit/View
☒	20180104	3/2/2018	Plumbing	replace gas water heater		Jim Bagley	6808 Church Creek Court	Approved/issued	Fast Water Heater	3/2/2018		Edit/View
Records 61 to 90 (of 93)											1 2 3 4	



Devin Sola ▼

Permits - New ▼

Permit View	Inspection Dashboard	Plan Review	Contractors	Employees	Property	Fields/Codes	Reports	Open Map
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[Main](#) |
 [Advanced Search](#) |
 [Open Saved Search](#) |
 [Permit Templates](#) |
 [New Permit Beta](#) |
 [New Permit](#) |

Advanced Search Results												Tools			
Advanced Search Results ▼												Select View ▼		Save Selected	
☒	Permit #	Date	Permit Type	Proposed Use	Applicant Business Name	Applicant Name	Site Address	Status	Contractor	Date Issued	Date Completed		Edit Selected		
☒	20180103	3/2/2018	Right of Way	repair possible gas leak	Chatterbox		9819 270th St. NW	Approved/Issued	Cascade Natural Gas	3/7/2018		Edit/View	Multiple Letter Creation		
☒	20180058	3/14/2018	Certificate of Occupancy	c of o for existing business	Petro Card Inc.	Steven Moreland	7306 267th St. NW	Complete	na	4/9/2018	4/9/2018	Edit/View	Preferences		
☒	20170193	3/30/2018	A-Board	aboard for existing business	A & B Healthcare	Ronald Veazey	8919 271st NW	Complete	na	3/30/2018	3/30/2018	Edit/View	Print Information		
Records 91 to 93 (of 93)												1 2 3 4		Try New Interface !Beta	



ATTACHMENT D

Code Enforcement ▼

Case View	Activity Dashboard	Employees	Property	Violations	Fees	Fields	Reports	Open Map
Main Advanced Search Open Saved Search New Case Case Templates								

Advanced Search Results						Select View ▼	Tools	
☒	Case #	Date	complaint/issue	Status	Date Closed		Save Selected	
☒	180011	4/20/2018	Talked with the owner and explained the issue, he said he would not direct it toward their yard. The development is a slope and water seeps out and affects all the properties to some extent or another. Crawl space water being pumped toward their property	Closed	4/23/2018	Edit/View	Edit Selected	
☒	180010	4/19/2018	4-sale parked in lot	Closed	4/23/2018	Edit/View	Multiple Letter Creation	
☒	180009	4/13/2018	"homeowner removed landscaping in order to park car, or an RV trailer alongside house. He jumps the curb and drives the tow vehicle & trailer across the sidewalk and front lawn to accomplish this. This activity began last fall."	Open		Edit/View	Preferences	
☒	180008	4/13/2018	Contacted by the homeowner (Nicole) who responded to my door hanger. She said they will be working through the HOA to see if they can gain approval. If they can't they will remove the gravel and restore the grass. 4-24-18 No one home, so a door hanger and Business card was left in the front door edge. 4/25/18 "home owner has constructed a gravel driveway across his front lawn, to create an RV parking space. This will require jumping the curb and driving across the sidewalk. This creates an unsafe and unsightly condition. The gravel drive was installed 2-3 weeks ago.	Open		Edit/View	Print Information	
☒	180007	4/11/2018	Car parked in Street, Ford Focus lic#AUT8954	Closed	4/20/2018	Edit/View		
☒	180006	4/11/2018	Trailer has been removed. Trailer parked in City street & being lived in. Taurus trailer Lic. 7882ZK	Closed	4/17/2018	Edit/View		
☒	180005	3/8/2018	Vehicle has been removed. Jeep for sale in viking village parking lot Lic. # ATP9146	Closed	3/12/2018	Edit/View		
☒	180004	3/8/2018	Truck has been removed. Vehicle For Sale in Viking Village parking lot Lic. #C95817J	Closed	4/4/2018	Edit/View		
Records 1 to 8 (of 8)						1		



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c
DATE: May 24, 2018
SUBJECT: Special Event Permit-July 4th Parade/Ice Cream Social
CONTACT PERSON: Corinne Schakel, Permit Specialist
ATTACHMENTS: A – Special Event Permit Application
B - Map

ISSUE

The Stanwood Area Historical Society has submitted a Special Event Permit application with the \$50 application fee and a request for City Contribution to the City for Council approval of a 4th of July Parade and Ice Cream Social scheduled on July 4, 2018.

DISCUSSION

The 4th of July Parade and Ice Cream Social is a social event to be held in the west end of Stanwood. The Stanwood Area Historical Society is asking for City Contribution of this annual event which meets the requirements for small events of less than 1,000 people: 1) the event is held in the City; 2) attracts the public to the commercial areas. The parade route starts at Josephine Sunset Home, traveling South on 99th, then turning East on 270th St. The route travels North on 102nd Ave, culminating at the Floyd for an Old Fashioned Ice Cream social. The applicants are requesting to have these streets closed (Attachment B).

The applicant's Contribution request is not necessary because there are no other fees. The Public Works staff will place the barricades out the day prior to the 4th and pick them up the next day.

Findings for City Contribution:

- i) *The event contributes to the marketing of the city.*

The event will bring families and participants to West Stanwood for a parade and social activities. Flyers and advertising for the event will include marketing for the city by distributing attractive materials incorporating the city logo.

- ii) *The event will attract the public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that contribute to the city's tax base.*

The parade route includes 102nd Avenue NW, 270th Street NW, and 99th Street NW through the west end of Stanwood which will attract visitors, participants, and the public to the downtown commercial area before, during, and after the events.

Snacks, not meals, will be offered at the event so spectators and participants can patronize local restaurants and other food establishments.

iii) The event provides recreation benefit to the public.

The event provides patriotic activities involving the American Legion, followed by an old-fashioned ice cream and strawberry social, with games for children and tours of the museum and facilities for all.

iv) The event promotes the public welfare.

This event promotes safe, wholesome family fun while celebrating an important holiday.

The event has been held for many years with no significant issues.

FINANCIAL IMPACT

There is no financial impact to the City.

CITY COUNCIL OPTIONS

- 1) Approve the Special Event Permit request including City Contribution for the 4th of July Parade on July 4, 2018.
- 2) Remove the Special Event Permit from the consent agenda for further discussion and then approve the Special Event Permit and City Contribution request for the 4th of July Parade on July 4, 2018.
- 3) Approve the Special Event Permit request but not City Contribution of the 4th of July Parade on July 4, 2018.
- 4) Do not approve the Special Event Permit and City Contribution request for the 4th of July Parade on July 4, 2018.

RECOMMENDED MOTION

I MOVE TO APPROVE THE SPECIAL EVENT PERMIT INCLUDING CITY CONTRIBUTION FOR THE 4th OF JULY PARADE ON JULY 4, 2018.

APR 30 2018

CITY OF STANWOOD
COMMUNITY DEVELOPMENT

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

Permit
Number:

2018-0195

SPECIAL EVENT PERMIT APPLICATION

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

The following items are required for all special event applications:

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

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

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

City Contribution

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

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

Applicant Information

Applicant's Name: Richard Hanks

Company/Organization: Stanwood Area Historical Society

Contact Person to be available at event: Dave Eldridge

Mailing address: P.O. Box 69, Stanwood, WA 98292
Phone: 360-629-6110 Cell: _____ Email: SAHSRH2@aol.com

Event Information

Name of Event: 4th of July Parade and Ice Cream Social
Event Date(s): July 4, 2018
Event open time: _____ Event close time: _____
Set up date and time: Barricades at intersections 7/3/18 - delivered
Break down date and time: Barricades picked up 7/5/18
Event Location (must include address): 27130 102nd Ave. NW
Does your event cause any street closures? Yes
Which streets will be closed? Parade Route Enclosed

Attendance

Estimated Total Attendance: 400
How many registered Participants? 20 Spectators? 360 Volunteers? 20 Staff? 0

Event Site Plan

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

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

City Services

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

- a. Police: _____
b. Fire: _____
c. Public Works: _____

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



Special Event Contact List

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

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

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

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

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

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

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

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

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

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

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

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

City of Stanwood Contact List

Community Development (processes application)

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

Fire Department:
(360) 629-2184

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

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

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

Police Dept.
(425) 388-5290

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

Temporary Signage (describe number and size and diagram location)

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

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

Outside Stanwood City Limits: One - AAA Camano Heated Storage

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

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

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

Ice cream + Strawberries and Cookies will be served in the
Floyd - Ice Cream Sandwiches will be given out at the end of the parade

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

AGREEMENT

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

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

Signature of Applicant: Richard Hawker

Organization/Title SAHS President

Date: 4-25-2018



Request for City Contribution
(submit with special event application)

Name of Applicant: Richard Hanks
Name of organization requesting contribution: Stanwood Area Historical Society
Name of event: 4th of July Parade and Ice Cream Social
Event Dates: July 4, 2018
Mailing Address: P.O. Box 69
City Stanwood State WA Zip 98292
Phone: 360-629-6110 Cell: _____
Email: SAHSRH2@aol.com

Criteria for approval of city contribution:

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

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

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

Briefly describe how your event will meet the above listed criteria: This is our 43rd year and as far as we can tell the City has always been a part of this event. Because of the large crowd we attract to this event and the need we have identified in this community, this year we have decided to make our event free to the public, no charge for ice cream + strawberries or cookies, coffee, ice cream sandwiches, etc.

Amount requested: \$ 50.00 (for the permit fee) + staff time to deliver barricades

City services requested for sponsorship: Meeting with the City staff to determine how to manage the traffic during the parade. Deliver barricades to designated intersections the day before and pick up the day after.

* We would like the mayor to speak at the event



City of Stanwood

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

Application for Banner Installation

The City of Stanwood allows banners above the roadway in one location at 88th Avenue NW. Coordination of banner placement is managed by the Community Development and the Public Works Departments. Additional information may be obtained by contacting the Permit Specialist.

Banners may be placed only under the following conditions:

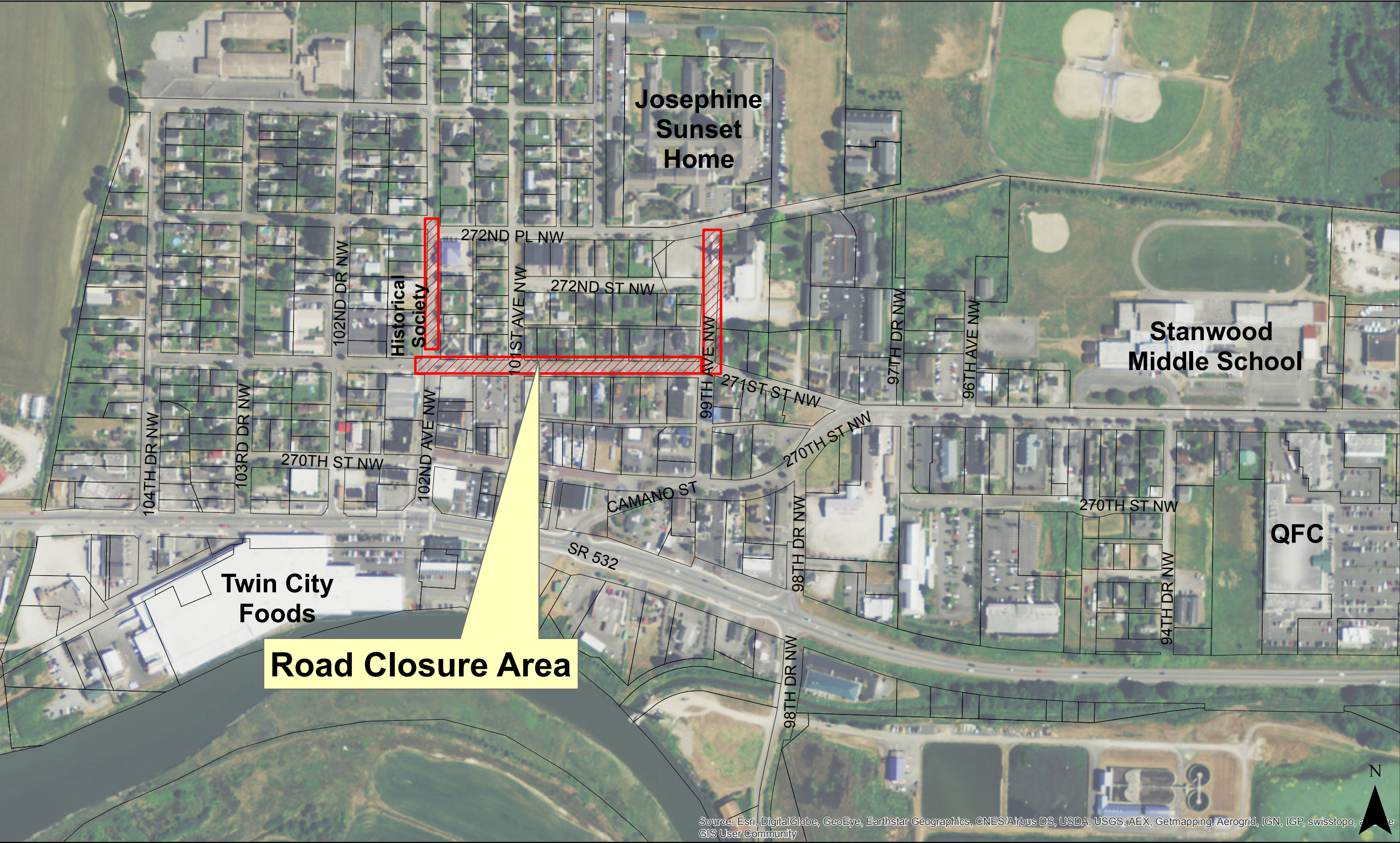
1. Applications will be accepted after January 1 for that calendar year.
2. Placement is first-come, first-served with dates reserved through the Community Development Department based upon the date the application, payment and proof of Insurance is received. All items must be submitted prior to placement on calendar.
3. Banners must be at least three feet tall and 20 feet wide and may not exceed 60 square feet in area.
4. Banners must contain grommets for installation.
5. Conceptual drawings of the banner must be submitted for review as part of the approval process. Banners containing any unapproved reference to commercial activity will be immediately removed.
6. Banners must be made of materials capable of withstanding a minimum of One Hundred and Ten (110) miles per hour wind load with a safety factor of 1.3 for wind gusts. Materials shall be resistant to ultraviolet rays, mold and mildew and have sewn loops for strength.
7. Applications must be received a minimum of 2 weeks prior to the requested placement of the banner.
8. Banners may be placed for up to no more than 14 days in advance of the event, and shall be removed within 3 days after the termination of the event. If applicant does not pick up banner within 15 days of being notified, the City of Stanwood shall not be responsible for storage, damage or handling.
9. The Permit Specialist will notify the applicant of approval, denial and/or date change.
10. Failure to obtain a permit or abuse of any conditions under this permit will cause the banner to be removed. History of abuse will be considered for future banner requests.
11. Applicant accepts the responsibility and liability for any banners installed in or over the public right of way. The applicant shall maintain in full force and effect throughout the term the banner is in place over the roadway the following:

One million dollars (\$1,000,000) Commercial General Liability
insurance for bodily injury or death to any one person; and

Two million dollars (\$2,000,000) Commercial General Liability
insurance for property damage resulting from any one accident; and

The City shall be named as an insured under the Applicant's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 2012 or a substitute endorsement providing equivalent coverage.

ATTACHMENT B





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d

DATE: May 24, 2018

SUBJECT: Special Event with City Contribution-Port Susan Farmer's Market

CONTACT PERSON: Corinne Schakel, Permit Specialist

ATTACHMENTS: A – Special Event Permit Application
B – Map

SUMMARY STATEMENT

Port Susan Farmer's Market submitted a Special Event Permit application (Attachment A) requesting City Contribution with the \$50 permit fee to the City for Council approval of a Farmer's Market located in the parking lot behind the Police Station from June 1, 2018 through October 14, 2018.

DISCUSSION

Port Susan Farmer's Market will be located in the parking lot behind the Stanwood Police Department. The Farmer's Market has requested to have the middle of the parking lot closed to traffic. The Vendors will be setting up in the parking spaces facing North and South with walking access in the middle. It is anticipated that there will be 1,000 shoppers' on average per week with 50 vendors. The Farmer's Market is asking for a City Contribution and the event meets the requirements for large events of 1,000 or more: 1) the event is held in the City. 2) It attracts the public to commercial areas.

Findings for the City Contribution:

- The event contributes to the marketing of the City:
 - The advertising for the Port Susan Farmer's Market includes distributing attractive materials incorporating the City logo.
 - The event will attract the public into the downtown or uptown commercial areas and will be conducted in a way that creates potential for additional retail or service business transactions that contribute to the city's tax base.
 - This event promotes a new safe, enjoyable and entertaining activity. It promotes an alternative shopping experience and promotes healthy lifestyles and tools for families and children to learn about food and nutrition.

FINANCIAL IMPACT

The Port Susan Farmer's Market is requesting City Contribution. The total fees for this event are \$255.00. The total fees to be collected from the applicant are \$63.75 and the City Contribution amount is \$191.75. The City has collected the required \$50 permit fee and will collect a \$150.00 refundable damage deposit. The Farmer's Market applicant will pay all costs associated with police staffing as determined by the Stanwood Police Chief.

CITY COUNCIL OPTIONS

1. Approve City Contribution and the Special Event Permit request for the Port Susan Farmer's Market to be held from June 1, 2018-October 14, 2018.
2. Remove the Special Event permit from the consent agenda for further discussion and then approve City Contribution and the Special Event Permit request for the Port Susan Farmer's Market to be held on June 1, 2018-October 14, 2018.
3. Do not approve City Contribution, but approve the Special Event Permit request for the Port Susan Farmer's Market to be held on June 1, 2018-October 14, 2018.
4. Do not approve City Contribution of the Special Event Permit request for the Port Susan Farmer's Market to be held on June 1, 2018-October 14, 2018.

RECOMMENDED MOTION

I MOVE TO APPROVE CITY CONTRIBUTION AND THE SPECIAL EVENT PERMIT REQUEST FOR THE PORT SUSAN FARMER'S MARKET TO BE HELD ON JUNE 1, 2018 TO OCTOBER 14, 2018.



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

RECEIVED ATTACHMENT A

MAY 07 2018

CITY OF STANWOOD
COMMUNITY DEVELOPMENT

Permit
Number:

2018-0197

SPECIAL EVENT PERMIT APPLICATION

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

The following items are required for all special event applications:

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

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

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

City Contribution

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

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

Applicant Information

Applicant's Name: JOHN ROSSELL

Company/Organization: PONT SUSAN FARMERS MARKET

Contact Person to be available at event: DENA MARNE / JOHN ROSSELL

Mailing address: P.O. Box 1072, STANWOOD, WA 98292
Phone: (425) 350-5448 Cell: SAME Email: DENA@PORTSUSAN.ORG
(425) 344-6679 JOHN'S CELL

Event Information

Name of Event: PORT SUSAN FARMERS MARKET
Event Date(s): FRIDAYS JUNE 1ST TO OCTOBER 12TH
Event open time: 2:00 PM Event close time: 6:00 PM
Set up date and time: 11:00 AM
Break down date and time: 6:00 PM to 7:00 PM
Event Location (must include address) CITY PARKING LOT
Does your event cause any street closures? YES
Which streets will be closed? ALLEY BEHIND POLICE STATION

Attendance

Estimated Total Attendance: 700 - 1,200 PER WEEK
How many registered Participants? 40 Spectators? Ø Volunteers? 10 Staff? 1

Event Site Plan

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

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

City Services

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

- a. Police: NO
b. Fire: NO
c. Public Works: USE OF BARRICADES (10) TO DESIGNATE AREA
NO PARKING ON FRIDAYS.

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

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

SIGN PLAN IS SAME AS BEFORE ~ BUT MAY BE
MODIFIED AFTER MEETING W/ CITY. PORTA POTS TO BE
PLACED ~~THE~~ SAME AS BEFORE (ON MAP) TRASH WILL BE
PLACED IN CITY DUMPSTER BEHIND POLICE STATION.

Temporary Signage (describe number and size and diagram location)

33 2'x2' A-BOARDS WITH DIRECTIONAL ARROWS. 6 BANNERS -
ONLY 4 IN CITY LIMITS. - ALL SAME AS PAST

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

If yes, How many? Local within Stanwood City Limits: 40 STALLSPACE AVAILABLE
Outside Stanwood City Limits: _____

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

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

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

PERMIT LETTER ATTACHED - RENEWAL IS IN PROCESS
AND WILL BE SUBMITTED WHEN AVAILABLE.

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

AGREEMENT

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

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

Signature of Applicant: _____

John Munnell

Organization/Title

BOARD PRESIDENT

Date: _____

5/7/2018



Request for City Contribution
(submit with special event application)



RECEIVED

MAY 07 2013

CITY OF STANWOOD
COMMUNITY DEVELOPMENT

Name of Applicant: JOHN RUSSELL
Name of organization requesting contribution: PONT SUSAN FARMERS MARKET
Name of event: PONT SUSAN FARMERS MARKET
Event Dates: JUNE 1 TO OCTOBER 12 - EVERY FRIDAY
Mailing Address: PO Box 1072
City: STANWOOD State: WA Zip: 98292
Phone: (425) 350-5448 DENA Cell: ~~SAVATE~~ (425) 344-6679 JOHN
Email: DENA@PONSUSAN.ORG OR JRUSSELL4798@
Theupsstore.com

Criteria for approval of city contribution:

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

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

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

Briefly describe how your event will meet the above listed criteria: PSFM IS A COMMUNITY RESOURCE THAT, IN ADDITION TO PROVIDING A SOURCE FOR HEALTHY AND NUTRITIONAL FOODS, ALSO SERVES AS AN ECONOMIC ENGINE FOR LOCAL, AGRO-BASED BUSINESSES. THE CITY IS A LONGTERM PARTNER.

Amount requested: \$ \$ 2,500

City services requested for sponsorship: USE OF THE BARRICADES FOR "NO PARKING ON FRIDAY" SIGNS. - SIGNS REMAIN IN PLACE FOR THE LENGTH OF THE 20 WEEKS. PSFM WILL BE RESPONSIBLE FOR DEPLOYING + REPORTING ANY VANDALISM OR DAMAGE. CITY WILL ALSO SWEEP THE PARKING LOT AS NEEDED - TO BE COORDINATED W/ PUBLIC WORKS. TRASH WILL BE PICKED UP FROM DUMPSTER UNDER CITY CONTRACT.





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: May 24, 2018

SUBJECT: Ordinance 1457 – Amending Ordinance 1451 relating to the 2017-18 Budget, Second Reading and Final Adoption

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

ATTACHMENTS: A – Ordinance 1457

ISSUE

Should the city council approve second reading and final adoption of Ordinance 1457 amending Ordinance 1451 relating to the 2017-18 budget?

CITY COUNCIL OPTIONS

1. Approve second reading and final adoption of Ordinance 1457 amending the 2017-18 budget.
2. Do not approve second reading and final adoption of Ordinance 1457 amending the 2017-18 budget and direct staff to areas of concern.
3. Do not approve second reading and final adoption of Ordinance 1457 amending the 2017-18 budget. The consequence of not amending the 2017-2018 budget is that 2018 beginning cash balances will reflect budgeted, rather than actual amounts, requiring reconciliation each time the City's financial condition is evaluated.

FINANCIAL IMPACT

The financial impacts are outlined in the discussion section.

COMMITTEE RECOMMENDATIONS

The Finance/Personnel Committee reviewed this item on April 26th, and supports Ordinance 1457 amending the 2017-18 budget. The City Council unanimously approved first reading on May 10, 2018.

DISCUSSION

It is difficult to anticipate every possible financial scenario within a fiscal year. The completion date of capital projects may change, information used for budget projections may be revised, and sometimes it can just be an oversight of a necessary expenditure. Each of these situations is different and must be evaluated by the financial officer and brought forward for Council consideration. Listed below are the funds, amounts and general description of why the amendment is needed.

1. All Funds – Adjust Beginning Net Cash to Actual

Beginning net cash is based on a conservative estimate prior to year end. This amendment adjusts beginning net cash to actual cash per bank.

While not required by law or the State Auditor, it is the city's practice to amend the budget early in the year to match budgeted beginning net cash (BNC) to actual. Having budgeted BNC to match actual BNC for each fund benefits the City as follows:

1. It makes the funds easier to manage, since the funds available to spend are reflected in budget reports without doing a budget to actual adjustment.
2. It helps the city manage its finances in order to avoid a negative fund balance.

At budget time in October 2017 (about six months ago), the city had to project the 2018 beginning net cash as part of the mid-biennial budget amendment process. The following adjustment "trues up" beginning net cash, setting budgeted amounts to actual in order to give the city a clear picture of available funds as of January 1, 2018. Each of the City's funds beginning cash balance is adjusted by this amendment. Exhibit 1 to the attached ordinance provides the amount each fund was adjusted.

2. General Fund

a. Increase transfer to Contingency Fund

As of March 2018, the 2017 – 2018 biennium, sales tax directly attributed to construction activity was \$330,018. Due to the cyclical nature of the retail activity, this sales tax revenue appears to be leading to a General Fund Surplus. City finance policy requires this surplus to be used to fund one-time operations or capital expenditures, or to be placed in the contingency fund. The finance policy requires calculation of biennial surplus at biennium end. In the meantime, staff recommends increasing the budgeted transfer to the contingency fund to the statutory maximum level of \$322,021 (\$0.375/\$1,000 of Assessed Value).

b. Annual support for Snohomish Health District

On March 8, 2018 the City Council authorized 2018 Health District support in the amount of \$6,785.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
001	General Fund	Transf. to Contingency	\$ 10,000	\$ 25,238	\$ 35,238
001	General Fund	Snoh. Health District	\$ -	\$ 6,785	\$ 6,785
109	Contingency Fund	Transf. from GF	\$ 10,000	\$ 25,238	\$ 35,238

c. Vehicle purchases

On November 9, 2017 the City Council authorized purchase of eight vehicles in 2018, which included \$25,000 for a light duty SUV for the new Construction Inspector. The vehicle has not been purchased. The funds were transferred to Fund 107, but authorization is required to now make the purchase.

Also on November 9th, Council approved \$40,000 for replacement of a 1997 F-350 that is used in support of the Street Fund, General Fund and Drainage, however Public Works now plans to replace it with a larger vehicle (1.5 Ton), so the cost was underestimated and staff now requests an additional \$20,000. Finally, staff requests replacement of a 1998 Ford Taurus with a small light-duty vehicle for use by the Building Official; this is estimated to cost \$25,000, and will be paid for by the general fund. The sweeper purchase authorized in 2018 has been reevaluated because the pricing originally provided by a dealer was inaccurate; staff now plans to request the sweeper replacement in the 2019-2020 budget.

Additionally, finance staff have worked with Public Works to prepare vehicle and equipment replacement schedules. The purpose of these schedules is to determine annual contributions required to annualize the cost of maintaining the city fleet. The city deferred replacement of vehicles during the recession and must now plan for recapitalization. During the development of these schedules Public Works reevaluated the 2018 purchases and now plans to defer two of the purchases to the next budget cycle. The other six items are either on order or have already been received. In order to authorize 2018 funding of the replacement schedules, the following fund transfers are requested:

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
107	Equipment Reserve	Vehicle purchases	\$ -	\$ 70,000	\$ 70,000
001	General Fund	Transf. to 107	\$ 62,455	\$ 191,932	\$ 254,387
101	Streets	Transf. to 107	\$ -	\$ 163,156	\$ 163,156
410	Drainage Utility	Transf. to 107	\$ -	\$ 5,000	\$ 5,000
107	Equipment Reserve	Transfers in	\$ 62,455	\$ 360,088	\$ 422,543
401	Sewer Utility	Transfer to 457	\$ 40,000	\$ 332,745	\$ 372,745
457	Equipment Reserve	Transfers in	\$ 40,000	\$ 332,745	\$ 372,745
410	Drainage Utility	Transfer to 458	\$ 110,000	\$ 112,336	\$ 222,336
458	Equipment Reserve	Transfers in	\$ 110,000	\$ 112,336	\$ 222,336
421	Water Utility	Transfer to 459	\$ 107,000	\$ 68,723	\$ 175,723
459	Equipment Reserve	Transfers in	\$ 107,000	\$ 68,723	\$ 175,723

3. Street Construction

In past years, the city has leveraged Transportation Benefit District Sales Tax by using these funds as matching funds for grants. The city applied for Transportation Improvement Board grant funding of three overlay projects and was awarded two. This amendment removes the appropriation for the one un-funded project (102nd Street), and also transfers the matching funds for the two funded projects.

In addition, staff proposes transfer of an additional \$150,000 for design of three sidewalk projects (72nd Ave., 92nd Ave., and 276th Ave).

Finally, to reconcile the draft Transportation Improvement Plan update with the current budget, the Downtown Connection Study is removed and \$50,000 is added for design of the 276th Sidewalk project.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
103	Street Construction	Remove 102nd St. Overlay	\$ 390,000	\$ (390,000)	\$ -
103	Street Construction	Transfer from 108	\$ -	\$ 73,000	\$ 73,000
108	Trans. Sales Tax	Trans. for Proj. Match	\$ -	\$ 73,000	\$ 73,000
108	Trans. Sales Tax	Trans. for Sidewalk Design	\$ -	\$ 150,000	\$ 150,000
103	Street Construction	Transfer from 108	\$ -	\$ 150,000	\$ 150,000
103	Street Construction	Remove Downtown Conn.	\$ 75,000.00	\$ (75,000)	\$ -
103	Street Construction	276th Sidewalk Design	\$ -	\$ 50,000.00	\$ 50,000

4. Drainage Construction Fund

The Drainage Construction Fund received loans totaling \$80,000 to fund the design of a stormwater separation and conveyance system for which the grantor will not reimburse until completion. This reimbursement is expected during 2018, so this amendment authorizes repayment of principal and interest. Additionally, the city was notified we will receive reimbursement of \$144,364 from the Washington State Military Department for emergency repairs at Seven Tubes.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
403	Sewer Construction	IF Loan Repayment	\$ -	\$ 80,000	\$ 80,000
411	Drainage Construction	IF Principal Payback	\$ -	\$ 80,000	\$ 80,000
403	Sewer Construction	Interest from IF Loan	\$ -	\$ 1,500	\$ 1,500
411	Drainage Construction	Interfund Loan Interest	\$ -	\$ 1,500	\$ 1,500
411	Drainage Construction	FEMA Reimbursement	\$ -	\$ 144,364	\$ 144,364

5. Water Construction Fund

During the fourth quarter of 2017, the Cedarhome Well pump failed and emergency repair was authorized. This repair is now complete. This amendment provides budgetary authority for the repair.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
422	Water Construction	Cedarhome Well Pump	\$ -	\$ 110,000	\$ 110,000

6. Drainage Construction

The drainage construction fund requires two budget adjustments.

- The Irvine Slough Pump Station required emergency repair, estimated to cost \$200,000.
- The Sheetpile Wall project is removed indefinitely, to align with the CIP.

Fund Number	Fund Name	Description	Current Budget	Proposed Change	Amended Budget
411	Drainage Construction	Irvine Slough Pump Stn	\$ -	\$ 200,000	\$ 200,000
411	Drainage Construction	Sheetpile Walls	\$ 250,000	\$ (250,000)	

RECOMMENDED MOTION

I MOVE TO APPROVE SECOND READING AND FINAL ADOPTION OF ORDINANCE 1457 AMENDING THE 2017-18 BUDGET AS PRESENTED.

**CITY OF STANWOOD
Stanwood, Washington**

ORDINANCE 1457

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON,
AMENDING ORDINANCE 1451 RELATING TO THE 2017-2018 BIENNIAL
BUDGET**

WHEREAS, the City previously adopted the 2017 and 2018 biennial budget pursuant to Ordinance 1428; and

WHEREAS, the City Council amended the 2017-18 biennial budget pursuant to Ordinances 1447 and 1451; and

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

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

Section 1. The 2017-18 biennial budget, as adopted by Ordinance 1428, and as amended by Ordinance 1447 and Ordinance 1451 is hereby further amended to reflect the totals of 2018 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in attached Exhibit 1.

Section 2. Except as provided herein and any prior amendments, all provisions of Ordinances 1428, 1447 and 1451 shall remain in full force and effect.

ADOPTED by the City Council and APPROVED by the Mayor this 24TH day of May, 2018.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant Weed, City Attorney

2018 Amended Budgeted Revenues and Expenditures in Summary Form

2018 Budget Amendment - in Summary Form

Fund Title	Fund No.	Description	2018	2018	Increase (Decrease)
			Current Budget Amd. 2 (Nov. 2017)	Proposed Amd. No. 3	
General Fund	001	Beginning Fund Balance	\$ 2,475,100	\$ 3,169,377	\$ 694,277
General Fund	001	Revenue	\$ 6,297,125	\$ 6,297,125	\$ -
General Fund	001	Expenditures	\$ 6,430,598	\$ 6,654,553	\$ 223,955
General Fund	001	Ending Fund Balance	\$ 2,341,627	\$ 2,811,949	\$ 470,322
Street Fund	101	Beginning Fund Balance	\$ 118,317	\$ 143,818	\$ 25,501
Street Fund	101	Revenue	\$ 392,249	\$ 392,249	\$ -
Street Fund	101	Expenditures	\$ 374,420	\$ 527,576	\$ 153,156
Street Fund	101	Ending Fund Balance	\$ 136,146	\$ 8,491	\$ (127,655)
Street Impact Fee Fund	102	Beginning Fund Balance	\$ 261,771	\$ 385,911	\$ 124,140
Street Impact Fee Fund	102	Revenue	\$ 78,006	\$ 78,006	\$ -
Street Impact Fee Fund	102	Expenditures	\$ 125,000	\$ 125,000	\$ -
Street Impact Fee Fund	102	Ending Fund Balance	\$ 214,777	\$ 338,917	\$ 124,140
Street Construction	103	Beginning Fund Balance	\$ 13,335	\$ 492,222	\$ 478,887
Street Construction	103	Revenue	\$ 2,820,100	\$ 3,040,100	\$ 220,000
Street Construction	103	Expenditures	\$ 2,830,085	\$ 2,415,085	\$ (415,000)
Street Construction	103	Ending Fund Balance	\$ 3,350	\$ 1,117,237	\$ 1,113,887
Park Improvement	104	Beginning Fund Balance	\$ 34,335	\$ 153,708	\$ 119,373
Park Improvement	104	Revenue	\$ 1,123,833	\$ 1,123,833	\$ -
Park Improvement	104	Expenditures	\$ 1,080,000	\$ 1,080,000	\$ -
Park Improvement	104	Ending Fund Balance	\$ 78,168	\$ 197,541	\$ 119,373
Fire Impact Fees Fund	105	Beginning Fund Balance	\$ 60,206	\$ 66,860	\$ 6,654
Fire Impact Fees Fund	105	Revenue	\$ 4,400	\$ 4,400	\$ -
Fire Impact Fees Fund	105	Expenditures	\$ -	\$ -	\$ -
Fire Impact Fees Fund	105	Ending Fund Balance	\$ 64,606	\$ 71,260	\$ 6,654
Park Impact Fees Fund	106	Beginning Fund Balance	\$ 45,051	\$ 115,523	\$ 70,472
Park Impact Fees Fund	106	Revenue	\$ 14,248	\$ 14,248	\$ -
Park Impact Fees Fund	106	Expenditures	\$ -	\$ -	\$ -
Park Impact Fees Fund	106	Ending Fund Balance	\$ 59,299	\$ 129,771	\$ 70,472
Equipment Reserve Fund	107	Beginning Fund Balance	\$ 1,947	\$ 141,407	\$ 139,460
Equipment Reserve Fund	107	Revenue	\$ 171,100	\$ 521,188	\$ 350,088
Equipment Reserve Fund	107	Expenditures	\$ 171,000	\$ 241,000	\$ 70,000
Equipment Reserve Fund	107	Ending Fund Balance	\$ 2,047	\$ 421,595	\$ 419,548
Transportation Sales Tax	108	Beginning Fund Balance	\$ 368,764	\$ 417,637	\$ 48,873
Transportation Sales Tax	108	Revenue	\$ 293,900	\$ 293,900	\$ -
Transportation Sales Tax	108	Expenditures	\$ 19,215	\$ 239,215	\$ 220,000
Transportation Sales Tax	108	Ending Fund Balance	\$ 643,449	\$ 472,322	\$ (171,127)
Contingency Fund	109	Beginning Fund Balance	\$ 283,144	\$ 283,782	\$ 638
Contingency Fund	109	Revenue	\$ 11,500	\$ 36,738	\$ 25,238
Contingency Fund	109	Expenditures	\$ -	\$ -	\$ -
Contingency Fund	109	Ending Fund Balance	\$ 294,644	\$ 320,520	\$ 25,876

2018 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)

Fund Title	Fund No.	Description	2018	2018	Increase (Decrease)
			Current Budget Amd. 2 (Nov. 2017)	Proposed Amd. No. 3	
Building Improvement	110	Beginning Fund Balance	\$ 843,157	\$ 916,006	\$ 72,849
Building Improvement	110	Revenue	\$ 302,000	\$ 302,000	\$ -
Building Improvement	110	Expenditures	\$ 670,000	\$ 670,000	\$ -
Building Improvement	110	Ending Fund Balance	\$ 475,157	\$ 548,006	\$ 72,849
REET 1 - Capital Improvements	120	Beginning Fund Balance	\$ 516,042	\$ 572,933	\$ 56,891
REET 1 - Capital Improvements	120	Revenue	\$ 160,500	\$ 160,500	\$ -
REET 1 - Capital Improvements	120	Expenditures	\$ 425,000	\$ 425,000	\$ -
REET 1 - Capital Improvements	120	Ending Fund Balance	\$ 251,542	\$ 308,433	\$ 56,891
REET 2 - Growth Management	121	Beginning Fund Balance	\$ 794,004	\$ 853,364	\$ 59,360
REET 2 - Growth Management	121	Revenue	\$ 160,500	\$ 160,500	\$ -
REET 2 - Growth Management	121	Expenditures	\$ 430,000	\$ 430,000	\$ -
REET 2 - Growth Management	121	Ending Fund Balance	\$ 524,504	\$ 583,864	\$ 59,360
Debt Service Fund	205	Beginning Fund Balance	\$ 58,049	\$ 69,172	\$ 11,123
Debt Service Fund	205	Revenue	\$ 195,700	\$ 195,700	\$ -
Debt Service Fund	205	Expenditures	\$ 198,450	\$ 198,450	\$ -
Debt Service Fund	205	Ending Fund Balance	\$ 55,299	\$ 66,422	\$ 11,123
Capital Construction Fund	305	Beginning Fund Balance	\$ 0	\$ 0	\$ -
Capital Construction Fund	305	Revenue	\$ -	\$ -	\$ -
Capital Construction Fund	305	Expenditures	\$ -	\$ -	\$ -
Capital Construction Fund	305	Ending Fund Balance	\$ 0	\$ 0	\$ -
Sewer Fund	401	Beginning Fund Balance	\$ 1,279,494	\$ 1,603,873	\$ 324,379
Sewer Fund	401	Revenue	\$ 1,794,411	\$ 1,794,411	\$ -
Sewer Fund	401	Expenditures	\$ 1,862,912	\$ 2,195,657	\$ 332,745
Sewer Fund	401	Ending Fund Balance	\$ 1,210,993	\$ 1,202,627	\$ (8,366)
Sewer Construction Fund	403	Beginning Fund Balance	\$ 888,079	\$ 1,442,266	\$ 554,187
Sewer Construction Fund	403	Revenue	\$ 311,972	\$ 393,472	\$ 81,500
Sewer Construction Fund	403	Expenditures	\$ 1,152,000	\$ 1,152,000	\$ -
Sewer Construction Fund	403	Ending Fund Balance	\$ 48,051	\$ 683,738	\$ 635,687
Sewer Plant Investment Fund	405	Beginning Fund Balance	\$ 776,902	\$ 825,957	\$ 49,055
Sewer Plant Investment Fund	405	Revenue	\$ 188,054	\$ 188,054	\$ -
Sewer Plant Investment Fund	405	Expenditures	\$ 142,472	\$ 142,472	\$ -
Sewer Plant Investment Fund	405	Ending Fund Balance	\$ 822,484	\$ 871,539	\$ 49,055
Drainage Fund	410	Beginning Fund Balance	\$ 143,391	\$ 298,228	\$ 154,837
Drainage Fund	410	Revenue	\$ 450,700	\$ 450,700	\$ -
Drainage Fund	410	Expenditures	\$ 544,762	\$ 662,098	\$ 117,336
Drainage Fund	410	Ending Fund Balance	\$ 49,329	\$ 86,830	\$ 37,501
Drainage Construction Fund	411	Beginning Fund Balance	\$ 264,750	\$ 141,304	\$ (123,446)
Drainage Construction Fund	411	Revenue	\$ 521,050	\$ 665,414	\$ 144,364
Drainage Construction Fund	411	Expenditures	\$ 667,000	\$ 698,500	\$ 31,500
Drainage Construction Fund	411	Ending Fund Balance	\$ 118,800	\$ 108,218	\$ (10,582)
Drainage Plant Invest Fund	412	Beginning Fund Balance	\$ 4,515	\$ 15,142	\$ 10,627
Drainage Plant Invest Fund	412	Revenue	\$ 19,285	\$ 19,285	\$ -
Drainage Plant Invest Fund	412	Expenditures	\$ 20,000	\$ 20,000	\$ -
Drainage Plant Invest Fund	412	Ending Fund Balance	\$ 3,800	\$ 14,427	\$ 10,627

2018 Amended Budgeted Revenues and Expenditures in Summary Form (Continued)

Fund Title	Fund No.	Description	2018	2018	Increase (Decrease)
			Current Budget Amd. 2 (Nov. 2017)	Proposed Amd. No. 3	
Water Fund	421	Beginning Fund Balance	\$ 442,183	\$ 752,860	\$ 310,677
Water Fund	421	Revenue	\$ 1,850,230	\$ 1,850,230	\$ -
Water Fund	421	Expenditures	\$ 1,856,764	\$ 1,925,487	\$ 68,723
Water Fund	421	Ending Fund Balance	\$ 435,649	\$ 677,603	\$ 241,954
Water Construction Fund	422	Beginning Fund Balance	\$ 361,422	\$ 498,229	\$ 136,807
Water Construction Fund	422	Revenue	\$ 129,610	\$ 129,610	\$ -
Water Construction Fund	422	Expenditures	\$ 72,000	\$ 182,000	\$ 110,000
Water Construction Fund	422	Ending Fund Balance	\$ 419,032	\$ 445,839	\$ 26,807
Cedarhome Plant Investment	423	Beginning Fund Balance	\$ 33,556	\$ 56,452	\$ 22,896
Cedarhome Plant Investment	423	Revenue	\$ 10,580	\$ 10,580	\$ -
Cedarhome Plant Investment	423	Expenditures	\$ 10,580	\$ 10,580	\$ -
Cedarhome Plant Investment	423	Ending Fund Balance	\$ 33,556	\$ 56,452	\$ 22,896
Water Plant Investment Fund	424	Beginning Fund Balance	\$ 80,667	\$ 121,718	\$ 41,051
Water Plant Investment Fund	424	Revenue	\$ 143,340	\$ 143,340	\$ -
Water Plant Investment Fund	424	Expenditures	\$ 116,160	\$ 116,160	\$ -
Water Plant Investment Fund	424	Ending Fund Balance	\$ 107,847	\$ 148,898	\$ 41,051
Water Bond Reserve Fund	451	Beginning Fund Balance	\$ 224,122	\$ 224,038	\$ (84)
Water Bond Reserve Fund	451	Revenue	\$ 211,200	\$ 211,200	\$ -
Water Bond Reserve Fund	451	Expenditures	\$ 212,200	\$ 212,200	\$ -
Water Bond Reserve Fund	451	Ending Fund Balance	\$ 223,122	\$ 223,038	\$ (84)
Sewer Bond Reserve Fund	452	Beginning Fund Balance	\$ 474,270	\$ 476,990	\$ 2,720
Sewer Bond Reserve Fund	452	Revenue	\$ 1,000	\$ 1,000	\$ -
Sewer Bond Reserve Fund	452	Expenditures	\$ -	\$ -	\$ -
Sewer Bond Reserve Fund	452	Ending Fund Balance	\$ 475,270	\$ 477,990	\$ 2,720
Sewer Equipment Reserve	457	Beginning Fund Balance	\$ 220,879	\$ 261,746	\$ 40,867
Sewer Equipment Reserve	457	Revenue	\$ 41,000	\$ 373,745	\$ 332,745
Sewer Equipment Reserve	457	Expenditures	\$ 40,000	\$ 40,000	\$ -
Sewer Equipment Reserve	457	Ending Fund Balance	\$ 221,879	\$ 595,491	\$ 373,612
Drainage Equipment Reserve	458	Beginning Fund Balance	\$ 95,966	\$ 106,519	\$ 10,553
Drainage Equipment Reserve	458	Revenue	\$ 110,200	\$ 222,336	\$ 112,136
Drainage Equipment Reserve	458	Expenditures	\$ 81,200	\$ 81,200	\$ -
Drainage Equipment Reserve	458	Ending Fund Balance	\$ 124,966	\$ 247,655	\$ 122,689
Water Equipment Reserve	459	Beginning Fund Balance	\$ 70,989	\$ 71,417	\$ 428
Water Equipment Reserve	459	Revenue	\$ 107,100	\$ 175,823	\$ 68,723
Water Equipment Reserve	459	Expenditures	\$ 107,000	\$ 107,000	\$ -
Water Equipment Reserve	459	Ending Fund Balance	\$ 71,089	\$ 140,240	\$ 69,151
Suspense Fund	630	Beginning Fund Balance	\$ 35,493	\$ 46,581	\$ 11,088
Suspense Fund	630	Revenue	\$ -	\$ -	\$ -
Suspense Fund	630	Expenditures	\$ -	\$ -	\$ -
Suspense Fund	630	Ending Fund Balance	\$ 35,493	\$ 46,581	\$ 11,088
Cash Accounts Fund	660	Beginning Fund Balance	\$ 500	\$ -	\$ (500)
Cash Accounts Fund	660	Revenue	\$ -	\$ -	\$ -
Cash Accounts Fund	660	Expenditures	\$ -	\$ -	\$ -
Cash Accounts Fund	660	Ending Fund Balance	\$ 500	\$ -	\$ (500)
All Funds		Beginning Fund Balance	\$ 11,270,400	\$ 14,725,040	\$ 3,454,640
All Funds		Revenue	\$ 17,914,893	\$ 19,249,687	\$ 1,334,794
All Funds		Expenditures	\$ 19,638,818	\$ 20,551,233	\$ 912,415
All Funds		Ending Fund Balance	\$ 9,546,475	\$ 13,423,494	\$ 3,877,019



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: May 24, 2018

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

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

ATTACHMENTS: A - Ordinance 1456 – Retail Marijuana
B – Maps

ISSUE

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

RECOMMENDATION

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

SUMMARY STATEMENT

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

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

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

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

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

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

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

DISCUSSION

Below is a list of issues to discuss for the Community Development Committee on recreational marijuana.

Number of Businesses

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

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

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

Location

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

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

Helpful RCW and WAC sections:

RCW 69.50.331

Application for license.

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

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

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

(d) The state liquor and cannabis board may license premises located in compliance with the distance requirements set in an ordinance adopted under (b) or (c) of this subsection. Before issuing or renewing a research license for

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

WAC 314-55-010

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

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

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

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

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

Potential Impacts to City Services

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

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

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

Odor

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

Other Topics

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

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

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

- Marijuana retailers may not locate within one thousand feet of any parcel containing an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older.
- Marijuana retailers may not locate within two thousand five hundred feet of any other legally established marijuana retailer whether said marijuana retailer is within the City limits or not.
- Customer parking for marijuana retailers must be on the public street side of the structure.
- Vehicular access to the parking lot for a marijuana retailer shall be from the public street frontage and may not be from an alley.
- Marijuana retailers shall not be allowed on any parcel that is contiguous to a parcel containing residential use.
- The Community Development Director shall have the authority to require improvements.
- The front facade of marijuana retail stores shall consist of storefront window(s), doors, and durable, quality building materials consistent with the design standards of the zone in which the property is located.

- Design standards could apply if located in a zone that does not have them.
- The maximum number of retail marijuana stores allowed in the City of Stanwood shall not exceed one.

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

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

One of the biggest topics discussed surrounded a potential location for a retail shop. Many of the speakers expressed concern that the retail shop would end up on mainstreet zoning (MB I or MB II). Some speakers suggested limiting a potential retail shop to the industrial zone(s) rather than downtown if the retail shop was going to be permitted by Council. Also, there was concerns over potential sign size and location as well as potential color of the building.

Proposed Change to Location

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

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

At the May 10, 2018 Council meeting, Council directed staff to change the rule to only allow for one retail marijuana shop rather than two as originally proposed. The attached ordinance has been changed to reflect this recommendation by City Council.

FINANCIAL IMPACT

New Legislation Provides Shared Single Excise Tax

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

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

Distribution of Tax Revenue

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

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

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

Retail Sales Tax

Medical Marijuana Exemption

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

Retail Sales and Tax Revenue Projections

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

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

Marijuana excise tax distribution increasing 2018

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

COMMITTEE RECOMMENDATION

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

CITY COUNCIL OPTIONS

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

RECOMMENDED MOTION

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

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1456

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.30.010 Permitted land uses and established classification of uses.

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

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

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

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

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

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

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

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

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

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

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

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

17.30.040 Zoning use table

KEY:

Blank = Not Permitted

AC = Accessory Use

ADC = Administrative Conditional Use

C = Conditional Use

P = Permitted Use

AEO = Adult Entertainment Overlay

HO = Historic Overlay

TO = Transit Overlay

MPO = Master Plan Overlay

MXO = Mixed Use Overlay

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

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

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

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

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

17.30.050 Zoning use conditions

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

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

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

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

17.80.120

CONDITIONAL USE PERMIT.

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

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

Chapter 17.100

NONRESIDENTIAL PERFORMANCE STANDARDS

Sections:

17.100.010 Scope.

17.100.020 Categories of use.

17.100.030 Performance standards.

17.100.040 Supplemental standards for drive-through facilities.

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

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

17.100.055 Supplemental standards for live entertainment uses.

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

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

17.100.075 Supplemental standards for detached accessory storage.

17.100.080 Temporary uses and structures.

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

(1) Findings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Marijuana retailers must comply with all requirements of state law, Washington State Liquor and Cannabis Board and the city;

(b) Marijuana retailers may not locate within one thousand feet of any parcel containing an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older;

(c) Customer parking for marijuana retailers must be on the public street side of the structure in which the marijuana retailer is located and may not be off of or adjacent to an alley. However, staff parking and business deliveries may occur on the alley side of the structure;

(d) Vehicular access to the parking lot for a marijuana retailer shall be from the public street frontage and may not be from an alley. Any property located on a street from which vehicular access to the site from the street is prohibited shall not be allowed for use as a marijuana retailer;

(e) Marijuana retailers shall be fully contained within a permanent structure compliant with the city building code and constructed under a building permit from the city regardless of the size or configuration of the structure;

(f) Marijuana retailers shall have an installed and operational security system that is monitored 24 hours a day;

(g) Marijuana retailers shall restrict hours of operation to increase compatibility with surrounding land uses from 9:00 am to 9:00 pm daily;

(h) Marijuana retailers shall not be allowed on any parcel that is contiguous to a parcel containing residential use, unless the Community Development Director, finds all of the following:

(i) There is a physical separation between the two uses, such as another commercial building, or a substantial change in topography;

(ii) The marijuana retail use is located in a shopping center as one of multiple tenants with adequate parking for all uses and access as stated above in (2)(d) and (e);

(iii) The building in which the marijuana retail use is located faces the commercial street and the residential use faces a residential street in the opposite direction, without a shared alley between the two;

(iv) The residential use is located at least fifty feet from the common lot line between the two uses;

(i) In reviewing a proposed marijuana retailer use under this section, as a condition of issuance of an administrative conditional use permit, the Community Development Director shall have the authority to require improvements including,

but not limited to, fencing and/or landscaping to screen the retail use from the residential use;

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

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

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

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

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

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

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

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

(viii) Sculptural or hand-crafted signs.

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

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

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

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

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

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

(d) Establishment. The city will not accept a business license application for a recreational marijuana business prior to the applicant providing the city a copy of a letter from the Washington State Liquor and Cannabis Board indicating that the applicant has been approved for a state-issued recreational marijuana license. The city will process business license applications for recreational marijuana businesses in the order in which they are accepted.

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

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

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

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

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

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

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

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

ATTACHMENT B

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

1,000 Foot Buffer

Schools

Childcare/Preschool

Parks

City Limits

UGA

ZONING OVERLAYS

MPO, Master Plan Overlay

HO, Historical Overlay

TO, Transit Overlay

ZONING

GC, General Commercial

LI, Light Industrial

MB1, Mainstreet Business I

MB2, Mainstreet Business II

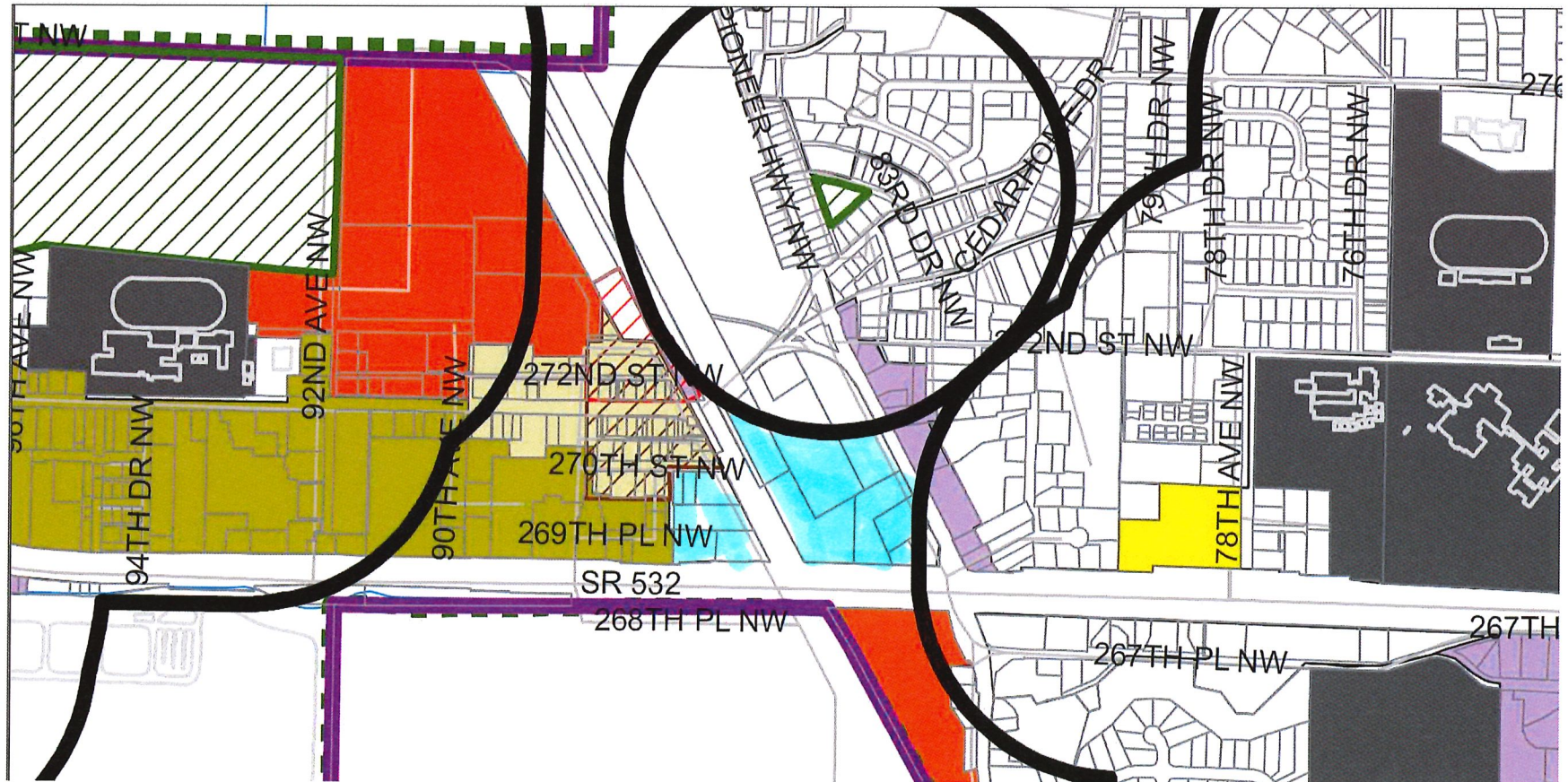
N

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

0 0.25 0.5 Miles

Date: May 5, 2016 Author: D.Tokizawa

ATTACHMENT B 2



ATTACHMENT B 3





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a
DATE: May 24, 2018
SUBJECT: Six Year Transportation Improvement Plan 2019-2024
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A - RCW 35.77.010
B – Map of Project Locations
C – Project Cost Spreadsheet
D – CIP 2019-2024
E - 20 year Comp Plan Transportation Cost Estimates

ISSUE

The issue in front of the Council is to discuss the proposed Six Year Transportation Improvement Plan 2019 through 2024 (TIP) and direct staff to set a Public Hearing for June 14, 2018 as required by RCW 35.77.010 (Attachment A) to adopt a six year transportation improvement plan.

SUMMARY STATEMENT

The City of Stanwood is required to prepare and adopt a transportation improvement plan by July of each year for the ensuing six calendar years. The City of Stanwood's Six Year Transportation Improvement Plan (TIP) is required to be consistent with the adopted comprehensive plan and filed with the Washington Department of Transportation as well as the Puget Sound Regional Council.

DISCUSSION

Staff reviewed the City's existing Six Year TIP as well as future transportation improvement projects to update Stanwood's Six Year TIP as required by RCW 35.77.010 (Attachment A). Staff discussed the issue with the Public Works Committee at their April 9, 2018 meeting on the proposed TIP.

The purpose of the Six Year TIP is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program.

The approved plan may at any time be revised by a majority vote of the council, but only after a public hearing(s) has been noticed and held. Projects seeking grant or outside funding need to be identified on the Six Year TIP.

Most of the projects listed on the TIP were identified previously. Last year, sidewalk improvements and trails that were identified by the Non-motorized Transportation Plan were added to the TIP. The following table is a summary of the changes made to the 2019-2024 TIP:

SUMMARY OF CHANGES FOR 2019-2024

STREET PROJECTS	UPDATE	REASON
Cedarhome Drive Grind and Overlay Railroad Tracks to 80th Ave	REMOVED	Project Completed
SR532 Corridor Study	REMOVED	WSDOT funding no longer available

SIDEWALK PROJECTS	UPDATE	REASON
276th Street NW Between 70 th and 73rd	REMOVE ROW Phase	Completed in 2018
98th Dr NW East Side between SR532 (268 th St) and 270 th	Changed project area from west side to east side	Correction
90th Ave NW West Side between north of 271 st and 272 nd	*Removed PE phase *Split out costs for ROW and CN	Completed in 2018 ROW - \$50K CN - \$100K
284th St NW West of 68 th St to 69 th St	Changed project area from North Side between 68 th St and east of 72 nd St	Correction
272nd St NW North Side between 72 nd Ave and West of 76 th Dr	REMOVE PE Phase	Completed in 2018
72nd Ave NW West Side between 272 nd and 276 th	Changed area from east side to west side, & from 268 th to 276 th .	To be in conjunction with the High School's frontage improvements

TRAIL PROJECTS	UPDATE	REASON
No changes		

FINANCIAL IMPACT

There are no budget impacts or cost for development of the City's TIP. Council understands that it is not a requirement to fund all projects that are listed on the TIP. However, the TIP provides the city with a project list establishing the necessary foundation for the City to apply for State and Federal grant opportunities as well as analyzing and developing budget allocations sufficient to plan, engineer, permit,

purchase right of way, and construct the proposed improvements as funds become available in the future. (Attachments D and E).

COMMITTEE RECOMMENDATIONS

The Public Works Committee reviewed and discussed the Six Year Transportation Improvement Plan on April 9, 2018. The Committee has expressed support for the proposed plan. Therefore, it is the Committee's recommendation to present the proposed TIP to Council for review, to set a public hearing, and adoption by resolution prior to the July deadline.

CITY COUNCIL OPTIONS

1. Direct staff to set a Public Hearing for June 14, 2018 to adopt the Six Year TIP as presented.
2. Send the proposed Six Year TIP back to staff and the Public Works Committee for additional information, review, and revision.
3. Recommend changes to the TIP for addition, subtraction, or alteration of projects to be brought back for final adoption.

RECOMMENDED MOTION

I MOVE TO DIRECT STAFF TO SET A PUBLIC HEARING ON JUNE 14, 2018 AND PREPARE THE RECOMMENDED SIX YEAR TIP 2019 - 2024 FOR ADOPTION BY RESOLUTION.

RCW 35.77.010

Perpetual advanced six-year plans for coordinated transportation program expenditures — Non-motorized transportation — Railroad right-of-way.

(1) The legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. If the city or town has adopted a comprehensive plan pursuant to chapter [35.63](#) or [35A.63](#) RCW, the inherent authority of a first-class city derived from its charter, or chapter [36.70A](#) RCW, the program shall be consistent with this comprehensive plan. The program shall include any new or enhanced bicycle or pedestrian facilities identified pursuant to RCW [36.70A.070](#)(6) or other applicable changes that promote non-motorized transit.

The program shall be filed with the secretary of transportation not more than thirty days after its adoption. Annually thereafter the legislative body of each city and town shall review the work accomplished under the program and determine current city transportation needs. Based on these findings each such legislative body shall prepare and after public hearings thereon adopt a revised and extended comprehensive transportation program before July 1st of each year, and each one-year extension and revision shall be filed with the secretary of transportation not more than thirty days after its adoption. The purpose of this section is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. The program may at any time be revised by a majority of the legislative body of a city or town, but only after a public hearing.

The six-year plan for each city or town shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region.

(2) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town will expend its moneys, including funds made available pursuant to chapter [47.30](#) RCW, for non-motorized transportation purposes.

(3) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town shall act to preserve railroad right-of-way in the event the railroad ceases to operate in the city's or town's jurisdiction.

[2005 c 360 § 4. Prior: 1994 c 179 § 1; 1994 c 158 § 7; 1990 1st ex.s. c 17 § 59; 1988 c 167 § 6; 1984 c 7 § 23; 1977 ex.s. c 317 § 7; 1975 1st ex.s. c 215 § 1; 1967 ex.s. c 83 § 27; 1965 c 7 § [35.77.010](#); prior: 1961 c 195 § 2.]

STREET PROJECTS - CIP

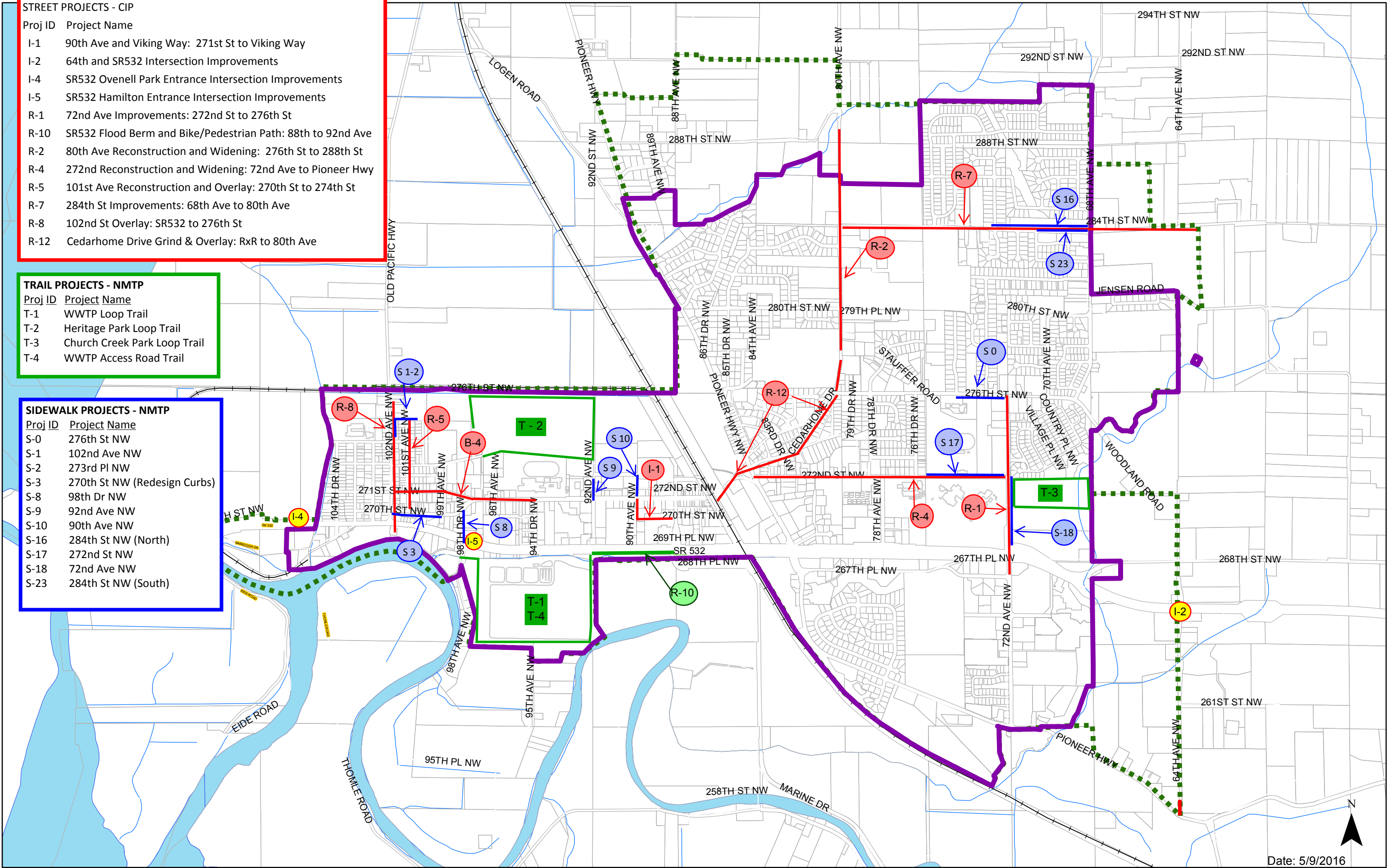
Proj ID	Project Name
I-1	90th Ave and Viking Way: 271st St to Viking Way
I-2	64th and SR532 Intersection Improvements
I-4	SR532 Ovenell Park Entrance Intersection Improvements
I-5	SR532 Hamilton Entrance Intersection Improvements
R-1	72nd Ave Improvements: 272nd St to 276th St
R-10	SR532 Flood Berm and Bike/Pedestrian Path: 88th to 92nd Ave
R-2	80th Ave Reconstruction and Widening: 276th St to 288th St
R-4	272nd Reconstruction and Widening: 72nd Ave to Pioneer Hwy
R-5	101st Ave Reconstruction and Overlay: 270th St to 274th St
R-7	284th St Improvements: 68th Ave to 80th Ave
R-8	102nd St Overlay: SR532 to 276th St
R-12	Cedarhome Drive Grind & Overlay: RxR to 80th Ave

TRAIL PROJECTS - NMTP

Proj ID	Project Name
T-1	WWTP Loop Trail
T-2	Heritage Park Loop Trail
T-3	Church Creek Park Loop Trail
T-4	WWTP Access Road Trail

SIDEWALK PROJECTS - NMTP

Proj ID	Project Name
S-0	276th St NW
S-1	102nd Ave NW
S-2	273rd Pl NW
S-3	270th St NW (Redesign Curbs)
S-8	98th Dr NW
S-9	92nd Ave NW
S-10	90th Ave NW
S-16	284th St NW (North)
S-17	272nd St NW
S-18	72nd Ave NW
S-23	284th St NW (South)



City of Stanwood Six Year Transportation Improvement Plan (2019-2024)

Priority No. / Proj No.	Transportation Capital Project		Funding	2019	2020	2021	2022	2023	2024	Fund Total
0	SR532 Corridor Study		Other Grant Funding	\$ -						\$ -
	PE	\$ 350,000	TBD Funds							\$ -
	ROW	\$ -	WSDOT Funds							\$ -
	CN	\$ -	TIB Grant Funding							\$ -
	TOTAL	\$ 350,000	PSRC/STP Funding							\$ -
	Comments: Removed until funding becomes available		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1 S-1	Sidewalk: 102nd Ave NW		Other Grant Funding							\$ -
	PE	\$ 11,098	TBD Funds							\$ -
	ROW	\$ 40,360	WSDOT Funds							\$ -
	CN	\$ 55,490	TIB Grant Funding							\$ -
	TOTAL	\$ 106,948	PSRC/STP Funding							\$ -
	Comments: West side between 272nd and 276th St		Developer Funded							\$ -
			Local - City	\$ 106,948						\$ 106,948
			SUBTOTAL THIS PROJECT		\$ 106,948	\$ -	\$ -	\$ -	\$ -	\$ -
2 R-8	102nd St NW Overlay		Other Grant Funding							\$ -
	PE	\$ 60,000	TBD Funds							\$ -
	ROW	\$ -	WSDOT Funds							\$ -
	CN	\$ 330,000	TIB Grant Funding	\$ 330,000						\$ 330,000
	TOTAL	\$ 390,000	PSRC/STP Funding							\$ -
	Comments: Overlay 102nd St between SR532 and 276th St		Developer Funded							\$ -
			Local - City	\$ 60,000						\$ 60,000
			SUBTOTAL THIS PROJECT		\$ 390,000	\$ -	\$ -	\$ -	\$ -	\$ -
3 R-7	284th St Improvements		Other Grant Funding			\$ 744,000	\$ 622,000			\$ 1,366,000
	PE	\$ 1,244,000	TBD Funds							\$ -
	ROW	\$ 622,000	WSDOT Funds							\$ -
	CN	\$ 4,354,000	TIB Grant Funding							\$ -
	TOTAL	\$ 6,220,000	PSRC/STP Funding							\$ -
	Comments: Reconstruction and widen 284th St between approx. city limits & 80th St.		Developer Funded	\$ 500,000				\$ 3,854,000		\$ 4,354,000
			Local - City					\$ 500,000		\$ 500,000
			SUBTOTAL THIS PROJECT		\$ 500,000	\$ -	\$ 744,000	\$ 622,000	\$ 4,354,000	\$ -
4 S-9	92nd Ave NW		Other Grant Funding							\$ -
	PE	\$ -	TBD Funds							\$ -
	ROW	\$ 50,000	WSDOT Funds							\$ -
	CN	\$ 100,000	TIB Grant Funding							\$ -
	TOTAL	\$ 150,000	PSRC/STP Funding							\$ -
	Comments: West side between north of 271st and 272nd		Developer Funded							\$ -
			Local - City	\$ 150,000						\$ 150,000
			SUBTOTAL THIS PROJECT		\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

ATTACHMENT C

City of Stanwood Six Year Transportation Improvement Plan (2019-2024)

Priority No. / Proj No.	Transportation Capital Project	Funding	2019	2020	2021	2022	2023	2024	Fund Total
5	Sidewalk: 72nd Ave NW	Other Grant Funding							\$ -
S-18	PE \$ -	TBD Funds							\$ -
	ROW \$ 20,000	WSDOT Funds							\$ -
	CN \$ 250,000	TIB Grant Funding							\$ -
	TOTAL \$ 270,000	PSRC/STP Funding							\$ -
	Comments: West side between 268th St and 276th St	Developer Funded							\$ -
		Local - City	\$ 20,000	\$ 250,000					\$ 270,000
		SUBTOTAL THIS PROJECT	\$ 20,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 270,000
6	90th Ave NW and Viking Way	Other Grant Funding	\$ 1,426,250						\$ 1,426,250
I-1	PE	TBD Funds							\$ -
	ROW	WSDOT Funds							\$ -
	CN \$ 2,926,250	TIB Grant Funding							\$ -
	TOTAL \$ 2,926,250	PSRC/STP Funding	\$ 500,000						\$ 500,000
	Comments: 90th Ave and Viking Way	Developer Funded							\$ -
	Viking Way to 271st St	Local - City	\$ 1,000,000						\$ 1,000,000
		SUBTOTAL THIS PROJECT	\$ 2,926,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,926,250
7	SR532 Ovenell Park Entrance Intersection	Other Grant Funding			\$ 700,000	\$ 2,470,000			\$ 3,170,000
I-4	PE \$ 330,000	TBD Funds							\$ -
	ROW \$ 700,000	WSDOT Funds							\$ -
	CN \$ 2,470,000	TIB Grant Funding							\$ -
	TOTAL \$ 3,500,000	PSRC/STP Funding		\$ 330,000					\$ 330,000
	Comments: SR532 to 270th St	Developer Funded							\$ -
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ 330,000	\$ 700,000	\$ 2,470,000	\$ -	\$ -	\$ 3,500,000
8	Sidewalk: 273rd PI NW	Other Grant Funding							\$ -
S-2	PE \$ 28,742	TBD Funds							\$ -
	ROW \$ 60,510	WSDOT Funds							\$ -
	CN \$ 83,200	TIB Grant Funding							\$ -
	TOTAL \$ 172,452	PSRC/STP Funding							\$ -
	Comments: North side between 100th and 102nd	Developer Funded							\$ -
		Local - City		\$ 172,452					\$ 172,452
		SUBTOTAL THIS PROJECT	\$ -	\$ 172,452	\$ -	\$ -	\$ -	\$ -	\$ 172,452
9	101st Ave Reconstruction & Overlay	Other Grant Funding - CDBG		\$ 660,000	\$ 132,000	\$ 1,848,000			\$ 2,640,000
R-5	PE \$ 660,000	TBD Funds							\$ -
	ROW \$ 132,000	WSDOT Funds							\$ -
	CN \$ 1,848,000	TIB Grant Funding							\$ -
	TOTAL \$ 2,640,000	PSRC/STP Funding							\$ -
	Comments: 101st Ave between approx. 270th St and 274th St.	Developer Funded							\$ -
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ 660,000	\$ 132,000	\$ 1,848,000	\$ -	\$ -	\$ 2,640,000

ATTACHMENT C

City of Stanwood Six Year Transportation Improvement Plan (2019-2024)

Priority No. / Proj No.	Transportation Capital Project		Funding	2019	2020	2021	2022	2023	2024	Fund Total
10	72nd Ave Improvements		Other Grant Funding - SRTS				\$ 1,000,000			\$ 1,000,000
R-1	PE	\$ 200,000	TBD Funds							\$ -
	ROW	\$ 528,000	WSDOT Funds							\$ -
	CN	\$ 1,000,000	TIB Grant Funding							\$ -
	TOTAL	\$ 1,728,000	PSRC/STP Funding							\$ -
	Comments: Construct 72nd Ave between approx. 272nd NW and 276th St		Developer Funded		\$ 200,000	\$ 528,000				\$ 728,000
			Local - City				\$ 1,000,000			\$ 1,000,000
			SUBTOTAL THIS PROJECT	\$ -	\$ 200,000	\$ 528,000	\$ 2,000,000	\$ -	\$ -	\$ 2,728,000
11	272nd St Reconstruction & Widening		Other Grant Funding - SRTS/CDBG						\$ 2,000,000	\$ 2,000,000
R-4	PE	\$ 800,000	TBD Funds							\$ -
	ROW	\$ 400,000	WSDOT Funds							\$ -
	CN	\$ 2,800,000	TIB Grant Funding							\$ -
	TOTAL	\$ 4,000,000	PSRC/STP Funding							\$ -
	Comments: 272nd St from 72nd Ave to Pioneer Hwy including ROW acquisition.		Developer Funded							\$ -
			Local - City		\$ 2,000,000					\$ 2,000,000
			SUBTOTAL THIS PROJECT	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 4,000,000
12	SR532 Hamilton Entrance Intersection		Other Grant Funding		\$ 525,000	\$ 700,000	\$ 2,275,000			\$ 3,500,000
I-5	PE	\$ 525,000	TBD Funds							\$ -
	ROW	\$ 700,000	WSDOT Funds							\$ -
	CN	\$ 2,275,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding							\$ -
	Comments: Sr532 to 98th Dr.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 525,000	\$ 700,000	\$ 2,275,000	\$ -	\$ -	\$ 3,500,000
13	90th Ave NW		Other Grant Funding							\$ -
S-10	PE	\$ 20,814	TBD Funds							\$ -
	ROW	\$ 43,820	WSDOT Funds							\$ -
	CN	\$ 60,250	TIB Grant Funding							\$ -
	TOTAL	\$ 124,884	PSRC/STP Funding							\$ -
	Comments: West side between north of 271st and 272nd		Developer Funded							\$ -
			Local - City		\$ 124,884					\$ 124,884
			SUBTOTAL THIS PROJECT	\$ -	\$ 124,884	\$ -	\$ -	\$ -	\$ -	\$ 124,884
14	Sidewalk: 284th St NW		Other Grant Funding							\$ -
S-16	PE	\$ 30,980	TBD Funds							\$ -
	ROW	\$ 65,220	WSDOT Funds							\$ -
	CN	\$ 89,680	TIB Grant Funding							\$ -
	TOTAL	\$ 185,880	PSRC/STP Funding							\$ -
	Comments: West side between 68th St to 69th St		Developer Funded							\$ -
			Local - City		\$ 185,880	\$ -				\$ 185,880
			SUBTOTAL THIS PROJECT	\$ -	\$ 185,880	\$ -	\$ -	\$ -	\$ -	\$ 185,880

ATTACHMENT C

City of Stanwood Six Year Transportation Improvement Plan (2019-2024)

Priority No. / Proj No.	Transportation Capital Project	Funding	2019	2020	2021	2022	2023	2024	Fund Total
15	Sidewalk: 272nd St NW	Other Grant Funding		\$ 533,436					\$ 533,436
S-17	PE \$ 88,906	TBD Funds							\$ -
	ROW \$ 187,170	WSDOT Funds							\$ -
	CN \$ 257,360	TIB Grant Funding							\$ -
	TOTAL \$ 533,436	PSRC/STP Funding							\$ -
	Comments: North side between 72nd Ave and West of 76th Dr.	Developer Funded							\$ -
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ 533,436	\$ -	\$ -	\$ -	\$ -	\$ 533,436
16	Sidewalk: 276th St NW	Other Grant Funding		\$ 898,125					\$ 898,125
S-0	PE \$ 150,000	TBD Funds							\$ -
	ROW \$ 90,000	WSDOT Funds							\$ -
	CN \$ 658,125	TIB Grant Funding							\$ -
	TOTAL \$ 898,125	PSRC/STP Funding							\$ -
	Comments: between 70th and 73rd	Developer Funded							\$ -
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ 898,125	\$ -	\$ -	\$ -	\$ -	\$ 898,125
17	80th Ave Reconstruction & Widening	Other Grant Funding							\$ -
R-2	PE \$ 1,406,000	TBD Funds							\$ -
	ROW \$ 703,000	WSDOT Funds							\$ -
	CN \$ 4,921,000	TIB Grant Funding							\$ -
	TOTAL \$ 7,030,000	PSRC/STP Funding							\$ -
	Comments: between aprox. 276th St and 288th St	Developer Funded			\$ 2,109,000	\$ 4,921,000			\$ 7,030,000
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 2,109,000	\$ 4,921,000	\$ -	\$ -	\$ 7,030,000
18	64th and SR532 Intersection	Other Grant Funding							\$ -
I-2	PE \$ 525,000	TBD Funds							\$ -
	ROW \$ 703,000	WSDOT Funds			\$ 3,500,000				\$ 3,500,000
	CN \$ 2,975,000	TIB Grant Funding							\$ -
	TOTAL \$ 3,500,000	PSRC/STP Funding							\$ -
	Comments: 64th & SR532	Developer Funded							\$ -
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,500,000
19	98th Dr. NW	Other Grant Funding							\$ -
S-8	PE \$ 20,540	TBD Funds							\$ -
	ROW \$ 43,240	WSDOT Funds							\$ -
	CN \$ 59,460	TIB Grant Funding							\$ -
	TOTAL \$ 123,240	PSRC/STP Funding							\$ -
	Comments: East side between SR532 and 270th St	Developer Funded							\$ -
		Local - City			\$ 123,240				\$ 123,240
		SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 123,240	\$ -	\$ -	\$ -	\$ 123,240

ATTACHMENT C

City of Stanwood Six Year Transportation Improvement Plan (2019-2024)

Priority No. / Proj No.	Transportation Capital Project	Funding	2019	2020	2021	2022	2023	2024	Fund Total
20	Sidewalk: 284th St NW	Other Grant Funding							\$ -
S-23	PE \$ 30,980	TBD Funds							\$ -
	ROW \$ 65,220	WSDOT Funds							\$ -
	CN \$ 89,680	TIB Grant Funding							\$ -
	TOTAL \$ 185,880	PSRC/STP Funding							\$ -
	Comments: South side between 68th and east of 70th Ave	Developer Funded							\$ -
		Local - City			\$ 185,880				\$ 185,880
		SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 185,880	\$ -	\$ -	\$ -	\$ 185,880
21	270th St NW Redesign Curbs	Other Grant Funding					\$ 735,828		\$ 735,828
S-3	PE \$ 122,638	TBD Funds							\$ -
	ROW	WSDOT Funds							\$ -
	CN \$ 613,190	TIB Grant Funding							\$ -
	TOTAL \$ 735,828	PSRC/STP Funding							\$ -
	Comments: East of 98th and 102nd	Developer Funded							\$ -
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ 735,828	\$ -	\$ 735,828
22	Sidewalk: Cedarhome Drive NW	Other Grant Funding						\$ 714,612	\$ 714,612
	PE \$ 119,102	TBD Funds							\$ -
	ROW \$ 250,740	WSDOT Funds							\$ -
	CN \$ 344,770	TIB Grant Funding							\$ -
	TOTAL \$ 714,612	PSRC/STP Funding							\$ -
	Comments: South Side between 271st St and 276th St	Developer Funded							\$ -
		Local - City							\$ -
		SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 714,612	\$ 714,612
TOTAL PROJECT COST ESTIMATE			\$ 4,093,198	\$ 5,879,777	\$ 8,722,120	\$ 14,136,000	\$ 5,089,828	\$ 2,714,612	\$ 40,635,535

Other Grant Funding	\$ 1,426,250	\$ 2,616,561	\$ 2,276,000	\$ 8,215,000	\$ 735,828	\$ 2,714,612	\$ 17,984,251
TBD Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WSDOT Funds	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,500,000
TIB Grant Funding	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,000
PSRC/STP Funding	\$ 500,000	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 830,000
Developer Funded	\$ 500,000	\$ 200,000	\$ 2,637,000	\$ 4,921,000	\$ 3,854,000	\$ -	\$ 12,112,000
Local - City	\$ 1,336,948	\$ 2,733,216	\$ 309,120	\$ 1,000,000	\$ 500,000	\$ -	\$ 5,879,284
TOTAL PROJECT COST ESTIMATE	\$ 4,093,198	\$ 5,879,777	\$ 8,722,120	\$ 14,136,000	\$ 5,089,828	\$ 2,714,612	\$ 40,635,535

ATTACHMENT D

CIP 2019-2024 DRAFT UPDATE FOR TIP ELEMENTS

Street (Funds 102/103/108)		Budget					
	Permits	2019	2020	2021	2022	2023	2024
		20	22	22	20	20	20
Project ID							
	Beginning Cash & Investments	\$1,928,476	\$2,678,056	\$1,954,983	\$2,232,877	\$2,256,713	\$2,383,567
	Revenues						
	Impact Fees	\$70,460	\$77,506	\$77,506	\$70,460	\$70,460	\$70,460
	Transfer in LID closeout						
	Developer Funding	\$500,000	\$200,000	\$2,637,000	\$4,921,000	\$3,854,000	
	Bond Proceeds						
	WSDOT/Safe Routes to School	\$93,250		\$3,500,000			
	DOC/Safe Routes to School	\$316,370					
	PSRC - STP	\$500,000	\$330,000				
	Bond Proceeds/other local funds	\$1,336,948	\$2,608,332	\$309,120	\$1,000,000	\$500,000	
	Grants	\$1,756,250	\$1,718,436	\$2,276,000	\$8,215,000	\$735,828	\$2,714,612
	Transportation Sales Tax	\$292,900	\$295,830	\$298,788	\$301,776	\$304,794	\$307,842
	Interest	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
	Total Resources (includes BNC)	\$44,199,004	\$6,796,254	\$7,909,760	\$11,054,997	\$16,742,713	\$7,723,395
	Total						
	Expenditures:	Proj Cost					
I-1	Viking Way / 90th	\$2,926,250	\$2,926,250				
I-2	64th and SR532 Intersection Improvement	\$3,500,000		\$3,500,000			
I-4	SR532/Ovenell Access	\$3,500,000	\$330,000	\$700,000	\$2,470,000		
I-5	SR532/98th Hamilton Access	\$3,500,000	\$525,000	\$700,000	\$2,275,000		
R-1	72nd (272nd - 276th)	\$1,728,000	\$200,000	\$528,000	\$2,000,000		
R-2	80th Reconstruction (276th - 288th)	\$7,030,000		\$2,109,000	\$4,921,000		
R-4	272nd Reconstruction and Widening: 72nd Ave to Pioneer Hwy	\$4,000,000	\$2,000,000				\$2,000,000
R-5	101st Ave Reconstruction and Overlay: 270th St to 274th St	\$2,640,000	\$660,000	\$132,000	\$1,848,000		
R-7	284th St Improvements: 80th Ave to City Limits	\$6,220,000	\$500,000	\$744,000	\$622,000	\$4,354,000	
R-8	102nd St NW Overlay	\$390,000	\$390,000				
S 0-23	Sidewalks	\$2,073,321	\$20,000	\$1,867,441	\$185,880		\$714,612
S 0-23	Downtown Sidewalk Imprv.	\$1,413,352	\$256,948	\$297,336	\$123,240	\$735,828	
	Miscellaneous	\$50,000	\$25,000	\$25,000			
	Pavement Inventory	\$50,000	\$50,000				
	Viaduct Roundabout - Fund 108	\$350,000		\$100,000	\$250,000		
	80th (276th - Cedarhome Round - Fund 108	\$350,000			\$100,000	\$250,000	
	Total Expenditures	\$39,720,923	\$4,118,198	\$5,954,777	\$8,822,120	\$14,486,000	\$2,714,612
	Ending Cash & Investments	\$4,478,081	\$2,678,056	\$1,954,983	\$2,232,877	\$2,256,713	\$2,763,469

ATTACHMENT E

Type	Project ID	Project Name	Total Cost Estimate	TIF Eligible?	TIF Eligible Percent ⁽¹⁾	TIF Eligible Cost	Potential Grant Percent ⁽²⁾	Potential Grants	General City Transportation Funds Percent	General City Transportation Funds Cost	Relative Priority	Time Frame
New Roadway	N-1	Viking Way 88th Avenue NW to 92nd Avenue NW	\$ 5,580,000	Partial	50%	\$2,790,000	50%	\$2,790,000	0%	\$0	High	Short
New Roadway	N-2	90th Avenue NW SR 532 to 271st Street NW	\$ 5,410,000	Partial	50%	\$2,705,000	50%	\$2,705,000	0%	\$0	High	Short
New Roadway	N-3	Downtown to East Residential Connectors	\$ 80,000	Yes	100%	\$80,000	0%	\$0	0%	\$0	Medium	Short
Pedestrian Network	P-1	Camano Street SR 532 to 271st Street NW	\$ 380,000	Partial	10%	\$38,000	0%	\$0	90%	\$342,000	High	Mid
Pedestrian Network	P-2	276th Street NW 76th Drive NW to 68th Avenue NW	\$ 780,000	Partial	10%	\$78,000	0%	\$0	90%	\$702,000	Medium	Long
Pedestrian Network	P-3	102nd Avenue NW 276th Street NW to SR 532	\$ 470,000	Partial	10%	\$47,000	0%	\$0	90%	\$423,000	Medium	Long
Pedestrian Network	P-4	Cedarhome South 276th Street NW to Florence Road	\$ 400,000	Partial	10%	\$40,000	0%	\$0	90%	\$360,000	Medium	Long
Pedestrian Network	P-5	276th Street NW (Lover's Lane) 92nd Avenue NW to 102nd Avenue NW	\$ 510,000	Partial	10%	\$51,000	0%	\$0	90%	\$459,000	Medium	Long
Bicycle Network	B-1	Pioneer Highway 288th Street NW to 72nd Avenue NW (Lindstrom Road)	\$ 5,200,000	Partial	10%	\$520,000	20%	\$1,040,000	70%	\$3,640,000	Medium	Mid
Bicycle Network	B-2	267th Street NW / 268th Street NW Pioneer Highway to 72nd Avenue NW (Lindstrom Road)	\$ 6,290,000	Partial	10%	\$629,000	20%	\$1,258,000	70%	\$4,403,000	Medium	Long
Bicycle Network	B-3	Cedarhome Drive 88th Avenue NW to 276th Street NW	\$ 3,460,000	Partial	10%	\$346,000	20%	\$692,000	70%	\$2,422,000	Medium	Long
Bicycle Network	B-4	271st St NW SR 532 (270th Street NW) to 88th Avenue NW	\$ 320,000	Partial	10%	\$32,000	0%	\$0	90%	\$288,000	Medium	Long
Bicycle Network	B-5	92nd Avenue NW SR 532 to 276th Street NW	\$ 2,660,000	Partial	10%	\$266,000	20%	\$532,000	70%	\$1,862,000	Medium	Long
Bicycle Network	B-6	276th Street NW (Lover's Lane) 92nd Avenue NW to 102nd Avenue NW	\$ 3,120,000	Partial	10%	\$312,000	0%	\$0	90%	\$2,808,000	Medium	Long
Bicycle Network	B-7	Rails to Trails Railroad line - Saratoga Dr to Lane Rd	\$ 1,110,000	Partial	10%	\$111,000	0%	\$0	90%	\$999,000	Medium	Long
Other Agency Improvements	O-1	Old Pacific Highway	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-2	Pioneer Highway North	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-3	268th Street NW	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-4	Pioneer Highway South	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-5	Marine Drive	n/a	No	0%	-	0%	-	0%		n/a	n/a
Citywide Programs	C-1	Small Capital Projects	\$ 2,050,000	No	0%	\$0	0%	\$0	100%	\$2,050,000	High	Ongoing
Citywide Programs	C-2	Maintenance & Operations	\$ 10,025,000	No	0%	\$0	0%	\$0	100%	\$10,025,000	High	Ongoing

Type	Project ID	Project Name	Total Cost Estimate	TIF Eligible?	TIF Eligible Percent ⁽¹⁾	TIF Eligible Cost	Potential Grant Percent ⁽²⁾	Potential Grants	General City Transportation Funds Percent	General City Transportation Funds Cost	Relative Priority	Time Frame
Intersection / Operations	I-1	Viking Way / 90th Avenue NW Intersection	\$ 970,000	Partial	75%	\$727,500	0%	\$0	25%	\$242,500	High	Short
Intersection / Operations	I-2	SR 532 / 64th Ave N Intersection	\$ 1,160,000	Partial	50%	\$580,000	0%	\$0	50%	\$580,000	Medium	Mid
Intersection / Operations	I-3	272nd Street NW / 72nd Ave N (Lindstrom Road) Intersection	\$ 360,000	No	0%	\$0	0%	\$0	100%	\$360,000	High	Short
Intersection / Operations	I-4	SR 532 / 270th Street NW Intersection	\$ 110,000	Partial	50%	\$55,000	0%	\$0	50%	\$55,000	Medium	Mid
Intersection / Operations	I-5	SR 532 / 98th Drive NW Intersection	\$ 1,400,000	Partial	50%	\$700,000	0%	\$0	50%	\$700,000	Medium	Mid
Widening / Reconstruction	R-1	72nd Avenue NW Improvements 268th Street NW to 276th Street NW	\$ 5,280,000	Partial	30%	\$1,584,000	50%	\$2,640,000	20%	\$1,056,000	High	Short
Widening / Reconstruction	R-2	80th Avenue NW Improvements 276th Street NW to 288th Street NW	\$ 7,030,000	Partial	30%	\$2,109,000	50%	\$3,515,000	20%	\$1,406,000	High	Short
Widening / Reconstruction	R-3	68th Avenue Reconstruction 280th Street to 288th Street	\$ 4,300,000	Partial	30%	\$1,290,000	50%	\$2,150,000	20%	\$860,000	High	Short
Widening / Reconstruction	R-4	272nd Street NW Reconstruction 72nd Avenue NW to Pioneer Highway	\$ 8,820,000	Partial	30%	\$2,646,000	50%	\$4,410,000	20%	\$1,764,000	High	Short
Widening / Reconstruction	R-5	101st Avenue NW Reconstruction 270th Street NW to 274th Place NW	\$ 2,640,000	Partial	30%	\$792,000	0%	\$0	70%	\$1,848,000	Medium	Short
Widening / Reconstruction	R-6	270th Street NW Reconstruction 102nd Avenue NW to Camano Street	\$ 12,360,000	Partial	30%	\$3,708,000	50%	\$6,180,000	20%	\$2,472,000	Medium	Short
Widening / Reconstruction	R-7	284th Street NW Improvements 68th Avenue NW to 80th Avenue NW	\$ 6,220,000	Partial	30%	\$1,866,000	50%	\$3,110,000	20%	\$1,244,000	Medium	Short
Widening / Reconstruction	R-8	102nd Avenue NW Overlay SR 532 to 276th Street NW	\$ 310,000	Partial	30%	\$93,000	0%	\$0	70%	\$217,000	Medium	Short
Widening / Reconstruction	R-9	98th Drive NW Reconstruction 268th Street NW to 271st Street NW	\$ 1,920,000	Partial	30%	\$576,000	0%	\$0	70%	\$1,344,000	Low	Long
Widening / Reconstruction	R-10	SR 532 Flood Berm Marine Drive and 92nd Avenue NW	\$ 2,700,000	No	0%	\$0	50%	\$1,350,000	50%	\$1,350,000	High	Short
Widening / Reconstruction	R-11	Pioneer Highway Slide REET 1	\$ 50,000	No	0%	\$0	0%	\$0	100%	\$50,000	Low	Short
Widening / Reconstruction	R-12	Cedarhome Drive Improvements Triangle Drive to 276th Street NW	\$ 250,000	Partial	30%	\$75,000	30%	\$75,000	40%	\$100,000	Low	Mid
Widening / Reconstruction	R-13	288th Street NW Reconstruction 80th Avenue NW to Pioneer Highway	\$ 7,250,000	Partial	30%	\$2,175,000	0%	\$0	70%	\$5,075,000	Low	Mid
Widening / Reconstruction	R-14	64th Avenue NW / Woodland Road SR 532 to 68th Ave NW	\$ 7,250,000	Partial	30%	\$2,175,000	0%	\$0	70%	\$5,075,000	Low	Mid
Widening / Reconstruction	R-15	64th Avenue SR 532 to Pioneer Hwy	\$ 5,720,000	Partial	30%	\$1,716,000	0%	\$0	70%	\$4,004,000	Low	Long



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a
DATE: May 24, 2018
SUBJECT: Chamber and RE/MAX Lease
CONTACT PERSON: Ryan C. Larsen, Community Development Director
ATTACHMENTS: A – Chamber Lease Agreement
B – RE/MAX Lease Agreement

ISSUE

The issue in front of the City Council is to authorize the mayor to sign the Chamber and RE/MAX Lease Agreement (Attachment A and B) for use of the annex adjacent to the Police Station.

RECOMMENDATION

1. Review and discuss the Chamber and RE/MAX Lease Agreement.
2. Authorize the mayor to sign the Chamber and RE/MAX Lease Agreement.

SUMMARY

Chamber and RE/MAX are interested in leasing the annex next to the Stanwood Police Department. The Chamber would like to move both the visitor information center from RE/MAX as well as their main office located in the Cole Building located at 10101 270th St. NW, STE #220. RE/MAX would like to locate two desks for agents to be located in the annex to have a presence on 271st St. NW. The RE/MAX move would be temporary until they could locate a more permanent location on 271st St. NW. It is likely RE/MAX will be out of the annex within nine to 12 months.

DISCUSSION

The Chamber and RE/MAX would like to locate in the annex starting June 1, 2018. The term of this lease will be effective June 1, 2018 for a period of four years for the use of the annex with two one-year options to extend. The Farmers Market still has a lease with the City and would continue to utilize the annex only on Fridays on the days of the Farmers Market. They pay the city \$35.00 for each daily use and mainly use the annex for counting monies, water, and the restroom for the Market staff.

The Chamber and RE/MAX will both have their own lease with the City. The only differences between the two leases is that the RE/MAX lease will be limited to 12 months with opportunity to extend and the Chamber will pay for the utilities with the right to seek reimbursement from RE/MAX.

FINANCIAL IMPACT

The lease amount for the use of the Police Annex for the Chamber will be \$100.00 per month, payable in advance prior to the 1st day of each month for the entire term of this lease. They will also pay \$56.00 per month for all utilities. This is based on a two-year average for all utilities combined (\$8,058), then allocated based on square footage (420sf/4,988sf).

They will begin leasing as of June 1st. The total payment for 2018 will be \$700.00 for the lease and \$392.00 for utilities and 2019 will be \$1,200.00 for the lease and \$672.00 for the utilities. The lease will include a 12.84% lease hold tax required by the state of Washington. The Chamber will also be responsible for all utility services (i.e. electricity, water, and sewer) for the Annex and will have the right under the contract to seek reimbursement from RE/MAX. The City will invoice the Chamber monthly for the utilities.

The lease amount for the use of the Police Annex for RE/MAX will be \$350.00 per month, payable in advance prior to the 1st day of each month for the entire term of this lease.

They will begin leasing as of June 1st. The total payment for 2018 will be \$2,450.00 for the lease. For 2019, it will depend on whether they wish to continue for a period of time. The lease will include a 12.84% lease hold tax required by the state of Washington.

COMMITTEE RECOMMENDATION

No committee review.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the lease agreement with both the Chamber and REMAX for the use of the annex building.

This alternative indicates the City Council supports the Chamber and REMAX use of the city owned Police annex for office space.

2. Do not authorize the mayor to sign both the Chamber and REMAX Lease and direct staff to areas of concern.

Council may have questions or concerns regarding the use of the Police annex.

RECOMMENDED MOTION

Motion 1

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT WITH THE STANWOOD CHAMBER OF COMMERCE FOR THE USE OF THE ANNEX BUILDING AND ALLOW FOR THE CITY ATTORNEY TO MAKE ANY FINAL EDITS NECESSARY FOR THE SIGNING OF THE AGREEMENT.

Motion 2

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT WITH RE/MAX FOR THE USE OF THE ANNEX BUILDING AND ALLOW FOR THE CITY ATTORNEY TO MAKE ANY FINAL EDITS NECESSARY FOR THE SIGNING OF THE AGREEMENT.

ATTACHMENT A

LEASE AGREEMENT CITY OF STANWOOD and CHAMBER OF COMMERCE

The parties hereto are the CITY OF STANWOOD a municipal corporation of the State of Washington ("City") and the Stanwood Chamber of Commerce, a non-profit Washington corporation ("Chamber").

RECITALS

WHEREAS, the City of Stanwood owns a building located at 8725 271st Street NW, Stanwood, for use as a community meeting room, office space and records storage facility; and

WHEREAS, the City desires to allow the Chamber to locate its main office within a portion of the Police Building commonly referred to as the annex; and

WHEREAS, the City has worked with Chamber to determine the need for office space with the City's owned facility located at 8725 271st Street NW; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

1. **LEASE AND DESCRIPTION.** Upon the terms and conditions hereinafter set forth, the City does hereby agree to lease to the Chamber the nonexclusive use of that portion of the premises situated at 8725 271st Street in the City of Stanwood, County of Snohomish, State of Washington. For purposes of this Lease the above described property is called "premises" legally described in **Exhibit 1**, and the portion which shall be subject to lease to Chamber is depicted on **Exhibit 2**.

2. **BUSINESS PURPOSE.** Unless otherwise agreed to in writing by the City, the premises are to be used exclusively for the purpose of conducting business activities in support of the Chamber including but not limited to office space, meeting area and storage. Other uses may be permitted on a space available basis and with the sole approval of the City.

3. **TERM.** The term of this lease shall be effective June 1 2018 for a period of five years ending May 31, 2023. By mutual written lease of the City and the Chamber this lease may be extended in one year increments. The Chamber shall make its request for extension in writing in advance stating its desire to extend the lease for an additional year. The Chamber may request extension of the lease no more than three times for a total of three additional years. The City may deny a request for extension in its sole subjective discretion.

4. **LEASE FEE AND RENT.** The premise lease amount shall be \$100.00 per month, payable in advance prior to the 1st day of each month for the entire term of this lease and any extension thereof. The lease will also include a 12.84% lease hold tax required by the state of Washington.

5. **UTILITIES.** The Chamber will be responsible for paying a portion of the utility services (i.e. electricity, water, and sewer) for the premise. The City will invoice the Chamber monthly for the utilities. The Chamber will pay \$56.00 for water, sewer, garbage and electrical. The Chamber shall have the right to seek reimbursement from RE/MAX for a portion of the utilities cost.

6. **ACCESS.** The City will provide the Chamber with one (1) set of keys for the premise. The Chamber will not duplicate the keys or provide others not directly affiliated with Chamber with keys to the premises without the express written permission of the City. The Chamber will allow the City or the City's agents free access to the premises at all reasonable times.

7. CARE OF PREMISES.

a. The Chamber shall at all times keep the premises neat, clean and in a sanitary condition and shall at all times preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty caused by third parties.

b. All maintenance and operating costs of the premises shall be borne by the City. This includes but is not limited to, all HVAC systems and fixtures and the replacement or major repairs to these systems unless said replacement or repairs are necessitated by Chamber acts or omissions or neglect.

c. The Chamber will not commit or permit waste, damage or injury to the premises.

d. The Chamber shall be responsible for replacement of keys and/or rekeying of the premises if keys are lost or stolen and city assets are deemed by the city to be at risk.

e. Chamber shall not allow its employees, volunteers, guests, invitees or anyone in its control engage in activities which interfere with the rights of, or quiet enjoyment of the premises by others permitted by the city to use the premises.

8. **MAINTENANCE OF GROUNDS.** The City shall maintain the premises.

9. **STORAGE OF MATERIALS, SUPPLIES, ETC.** Chamber covenants to not store or deposit materials, supplies or other objects on the premises without the permission of the City.

10. **BREACH/TERMINATION.** Failure of Chamber to fully carry any requirement of this lease shall be a breach of this lease and the City may terminate the same upon giving 30 days written notice.

11. **HAZARDOUS WASTES.** The Chamber shall covenant not to bring dangerous wastes, hazardous wastes or extremely hazardous wastes as defined by RCW 70.105.010, et seq. onto the premises or allow any of its employees, volunteers, guests or others under its control to do so. Chamber will at its sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. Chamber shall promptly notify the City and North County Fire of the existence of dangerous wastes, hazardous wastes or extremely hazardous wastes as required by state and federal regulations. Chamber shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. Chamber shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

12. VACATING THE PREMISES. The Chamber agrees that at the expiration or sooner termination of this lease, the Chamber will quit and surrender said premises and will leave the premises and parking lot in a neat and clean condition and will deliver to the City all keys to the parking lot power meter and the premises.

13 INDEMNITY. All personal property on said premises shall be at the risk of Chamber, The City shall not be liable for any damage, either to person or property, sustained by Chamber or its guests, invitees or others caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenance thereof becoming out of repair or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes or from any act or neglect of Chambers or other occupants of said buildings or any other persons or due to the happening of any accident from any cause in or about said buildings Chamber covenants to protect, save and indemnify City, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Chamber employees or third parties on account of personal injuries, death or damage to property arising out of the premises occupied by Chamber or in any way resulting from the willful or negligent acts or omissions of the Chamber and/or its agents, employees or representatives.

City covenants to protect, save and indemnify Chamber its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of the City's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

14. LIABILITY INSURANCE. The Chamber shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as a least A (Excellent) and Financial Size Category of not less than Class X or in such other company or companies not so rated which may be acceptable to the City, insuring CHAMBER against all claims for damages for personal injury, including death and against all claims for damage and destruction of property, which may arise by the acts or negligence of the CHAMBER, its agents, employees or servants or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000.00) combined single limit. City shall be named in all such policies as an additional insured and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to the City prior to commencement of this lease. Each such policy shall provide that the policy may not be cancelled without the company first giving the City at least thirty (30) days written notice.

The City's casualty and liability insurance upon the leased premises is for the benefit of the City, and will not benefit the Chamber or provide any coverage for Chamber's contents or possessions.

15. FIRE INSURANCE. The City shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on the building. Contents owned by the Chamber in the building shall be covered under the Chamber's insurance.

16. ASSIGNMENT AND SUBLETTING. This lease is not assignable by operation of law. This lease may not be assigned or sublet without express written permission by the City. Such permission may be denied in the City's sole subjective discretion.

17. CHAMBER EMPLOYEES AND VOLUNTEERS. This Lease is not intended in any fashion to create the relationship of employer-employee with respect to the City and Chamber or its employees or volunteers. Neither CHAMBER nor any person employed by or any volunteer of Chamber is to be considered at any time an employee of the City. Neither party to this Lease is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Lessee agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to Chamber and its employees and volunteers. Chamber shall be solely responsible for all of its employee benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as Chamber may wish to provide.

18. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this lease:

Leonard Kelley, Mayor
City of Stanwood
10220 – 270th Street NW
Stanwood, WA 98292

President
Stanwood Chamber of Commerce
8725 271st Street NW
Stanwood, WA 98292-1072

19. GOVERNMENTAL FEES. Except for those which may be approved by Resolution of the City Council of the City of Stanwood, all fees due under applicable law to the City, County or State on account of any inspection made on premises by any officer thereof shall be paid by Chamber.

Chamber shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Chamber's fixtures, furniture, appliances and personal property installed on or located in the Premises. Chamber agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

20. SIGNS. All signs and symbols placed in the windows or doors or elsewhere about the premises or upon the exterior part of the building, shall be subject to the approval of the City or City's agents. Any signs so placed on the premises shall be so placed upon the understanding and lease that Chamber will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby and if not so removed by Chamber, then the City may have the same removed at Chamber's expense. Chamber shall in respect to signs conform to all requests of the City of Stanwood Sign Code and Building Code and pay applicable fees.

21. ALTERATIONS. The Chamber shall not make any material alterations, additions or improvements to the lease premises or City parking lot without written consent of the City and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the Chamber and shall become the property of the City except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, without disturbance, molestation or injury.

The term “material alterations additions or improvements” shall include but not be limited to any structural modification of the building or its components. If the Chamber shall perform work with the consent of the City, as aforesaid, Chamber agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities.

The Chamber further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures and become part of the real estate upon being installed in any building.

22. DEFAULT AND RE-ENTRY. If the Chamber shall violate or default in any of the covenants and leases therein contained, then the City may cancel this lease upon giving the written notice required by law. Notwithstanding anything contained herein to the contrary, City shall provide Chamber with written notice of default and shall allow the Chamber a ten (10) day period to cure (or, in case of impracticability, commence to cure) such default.

23. COSTS AND ATTORNEY’S FEES. If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this lease or to recover for breach of any provision of this lease, the prevailing party shall be entitled to recover from the other party reasonable attorney’s fees in such amount as is fixed by the court and all costs and expenses incurred by the reason of the breach or default by the other under this lease.

24. NON-WAIVER OF BREACH. The failure of either party to insist upon strict performance of any of the covenants and leases of this lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or leases but the same shall be and remain in full force and effect.

25. REMOVAL OF PROPERTY. In the event of default and failure to cure or taking possession of the premises as aforesaid, the City shall have the right but not the obligation to remove from the premises all personal property located therein or thereon and may store the same in any place selected by City, including but not limited to a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property with notice to the Chamber after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Chamber to City under any of the terms hereof and the balance, if any, to be paid to Chamber.

26. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and leases of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

27. HOLD OVER. If the Chamber shall, with the written consent of City, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy Chamber agrees to pay City the same rate of rental as set forth herein, unless a different rate is agreed upon and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

28. **VENUE.** The venue of any suite which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the City be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this lease on this
day of _____,2018,

Leonard Kelley, Mayor
CITY OF STANWOOD

_____, President
Stanwood Chamber of Commerce

Attest:

David A. Hammond, City Clerk

Approved as to form:
Grant Weed, City Attorney

Exhibit 1

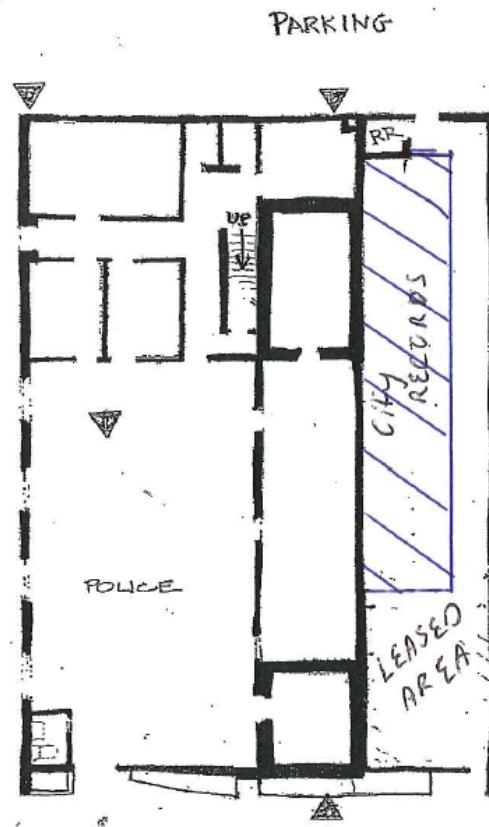
Address:

**8725 271ST ST NW
Stanwood, WA 98292**

**PROPERTY
DESCRIPTION**

EAST STANWOOD 1ST ADD BLK 001 D-00 - LGE LOT 1 - LOT 2

Exhibit 2



ATTACHMENT B

LEASE AGREEMENT CITY OF STANWOOD and RE/MAX

The parties hereto are the CITY OF STANWOOD a municipal corporation of the State of Washington ("City") and the RE/MAX, a Washington corporation ("RE/MAX").

RECITALS

WHEREAS, the City of Stanwood owns a building located at 8725 271st Street NW, Stanwood, for use as a community meeting room, office space and records storage facility; and

WHEREAS, the City desires to allow RE/MAX to locate a couple of realtors temporary within a portion of the Police Building commonly referred to as the annex; and

WHEREAS, RE/MAX will share space with the Stanwood Chamber of Commerce on a temporary basis until such time they relocate to a permanent location; and

WHEREAS, the City has worked with RE/MAX to determine the need for office space with the City's owned facility located at 8725 271st Street NW; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

1. **LEASE AND DESCRIPTION.** Upon the terms and conditions hereinafter set forth, the City does hereby agree to lease to the RE/MAX the nonexclusive use of that portion of the premises situated at 8725 271st Street in the City of Stanwood, County of Snohomish, State of Washington. For purposes of this Lease the above described property is called "premises" legally described in **Exhibit 1**, and the portion which shall be subject to lease to RE/MAX is depicted on **Exhibit 2**. RE/MAX will occupy only 100 square feet of the main room to serves as temporary office space for up to two realtors.

2. **BUSINESS PURPOSE.** Unless otherwise agreed to in writing by the City, the premises are to be used exclusively for the purpose of conducting business activities in support of the RE/MAX including but not limited to office space, meeting area and storage. Other uses may be permitted on a space available basis and with the sole approval of the City.

3. **TERM.** The term of this lease shall be effective June 1 2018 for a period of twelve months ending May 31, 2019. By mutual written lease of the City and RE/MAX this lease may be extended in four month increments. RE/MAX shall make its request for extension in writing in advance stating its desire to extend the lease for an additional four months. RE/MAX may request extension of the lease no more than three times for a total of twelve additional months. The City may deny a request for extension in its sole subjective discretion.

4. **LEASE FEE AND RENT.** The premise lease amount shall be \$350.00 per month, payable in advance prior to the 1st day of each month for the entire term of this lease and any extension thereof. The lease will also include a 12.84% lease hold tax required by the state of Washington.

5. **UTILITIES.** RE/MAX will not be responsible for payment of any of the utility costs. However, the Stanwood Chamber of Commerce shall have the right to seek reimbursement of a portion of the utilities from RE/MAX. The Chamber is responsible for paying a portion of the utility services (i.e. electricity, water, and sewer) for the premise. The City will invoice the Chamber monthly for the utilities. The Chamber will pay \$56.00 for water, sewer, garbage and electrical.

6. **ACCESS.** The City will provide the RE/MAX with one (1) set of keys for the premise. The RE/MAX will not duplicate the keys or provide others not directly affiliated with RE/MAX with keys to the premises without the express written permission of the City. The RE/MAX will allow the City or the City's agents free access to the premises at all reasonable times.

7. **CARE OF PREMISES.**

a. The RE/MAX shall at all times keep the premises neat, clean and in a sanitary condition and shall at all times preserve said premises in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty caused by third parties.

b. All maintenance and operating costs of the premises shall be borne by the City. This includes but is not limited to, all HVAC systems and fixtures and the replacement or major repairs to these systems unless said replacement or repairs are necessitated by RE/MAX acts or omissions or neglect.

c. RE/MAX will not commit or permit waste, damage or injury to the premises.

d. RE/MAX shall be responsible for replacement of keys and/or rekeying of the premises if keys are lost or stolen and city assets are deemed by the city to be at risk.

e. RE/MAX shall not allow its employees, volunteers, guests, invitees or anyone in its control engage in activities which interfere with the rights of, or quiet enjoyment of the premises by others permitted by the city to use the premises.

8. **MAINTENANCE OF GROUNDS.** The City shall maintain the premises.

9. **STORAGE OF MATERIALS, SUPPLIES, ETC.** RE/MAX covenants to not store or deposit materials, supplies or other objects on the premises without the permission of the City.

10. **BREACH/TERMINATION.** Failure of RE/MAX to fully carry any requirement of this lease shall be a breach of this lease and the City may terminate the same upon giving 30 days written notice.

11. **HAZARDOUS WASTES.** RE/MAX shall covenant not to bring dangerous wastes, hazardous wastes or extremely hazardous wastes as defined by RCW 70.105.010, et seq. onto the premises or allow any of its employees, volunteers, guests or others under its control to do so. RE/MAX will at its sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. RE/MAX shall promptly notify the City and North County Fire of the existence of dangerous wastes, hazardous wastes or extremely hazardous wastes as required by state and federal regulations. RE/MAX shall comply

with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. RE/MAX shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

12. VACATING THE PREMISES. RE/MAX agrees that at the expiration or sooner termination of this lease, RE/MAX will quit and surrender said premises and will leave the premises and parking lot in a neat and clean condition and will deliver to the City all keys to the parking lot power meter and the premises.

13 INDEMNITY. All personal property on said premises shall be at the risk of RE/MAX, The City shall not be liable for any damage, either to person or property, sustained by RE/MAX or its guests, invitees or others caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected to any part or appurtenance thereof becoming out of repair or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes or from any act or neglect of RE/MAXs or other occupants of said buildings or any other persons or due to the happening of any accident from any cause in or about said buildings RE/MAX covenants to protect, save and indemnify City, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of RE/MAX employees or third parties on account of personal injuries, death or damage to property arising out of the premises occupied by RE/MAX or in any way resulting from the willful or negligent acts or omissions of RE/MAX and/or its agents, employees or representatives.

City covenants to protect, save and indemnify its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of the City's obligations under this lease or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

14. LIABILITY INSURANCE. RE/MAX shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as a least A (Excellent) and Financial Size Category of not less than Class X or in such other company or companies not so rated which may be acceptable to the City, insuring RE/MAX against all claims for damages for personal injury, including death and against all claims for damage and destruction of property, which may arise by the acts or negligence of the RE/MAX, its agents, employees or servants or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000.00) combined single limit. City shall be named in all such policies as an additional insured and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to the City prior to commencement of this lease. Each such policy shall provide that the policy may not be cancelled without the company first giving the City at least thirty (30) days written notice.

The City's casualty and liability insurance upon the leased premises is for the benefit of the City, and will not benefit RE/MAX or provide any coverage for RE/MAX's contents or possessions.

15. FIRE INSURANCE. The City shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on the building. Contents owned by RE/MAX in the building shall be covered under the RE/MAX's insurance.

16. ASSIGNMENT AND SUBLETTING. This lease is not assignable by operation of law. This lease may not be assigned or sublet without express written permission by the City. Such permission may be denied in the City's sole subjective discretion.

17. RE/MAX EMPLOYEES AND VOLUNTEERS. This Lease is not intended in any fashion to create the relationship of employer-employee with respect to the City and RE/MAX or its employees or volunteers. Neither RE/MAX nor any person employed by or any volunteer of RE/MAX is to be considered at any time an employee of the City. Neither party to this Lease is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Lessee agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to RE/MAX and its employees and volunteers. RE/MAX shall be solely responsible for all of its employee benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as RE/MAX may wish to provide.

18. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this lease:

Leonard Kelley, Mayor
City of Stanwood
10220 – 270th Street NW
Stanwood, WA 98292

Renae Kettler, Owner/Designated Broker
RE/MAX
8725 271st Street NW
Stanwood, WA 98292-1072

19. GOVERNMENTAL FEES. Except for those which may be approved by Resolution of the City Council of the City of Stanwood, all fees due under applicable law to the City, County or State on account of any inspection made on premises by any officer thereof shall be paid by RE/MAX.

RE/MAX shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon RE/MAX's fixtures, furniture, appliances and personal property installed on or located in the Premises. RE/MAX agrees to pay the amount of all taxes levied upon or measured by the rent payable hereunder, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

20. SIGNS. All signs and symbols placed in the windows or doors or elsewhere about the premises or upon the exterior part of the building, shall be subject to the approval of the City or City's agents. Any signs so placed on the premises shall be so placed upon the understanding and lease that RE/MAX will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby and if not so removed by RE/MAX, then the City may have the same removed at RE/MAX's expense. RE/MAX shall in respect to signs conform to all requests of the City of Stanwood Sign Code and Building Code and pay applicable fees.

21. ALTERATIONS. RE/MAX shall not make any material alterations, additions or improvements to the lease premises or City parking lot without written consent of the City and all alterations, additions

and improvements which shall be made, shall be at the sole cost and expense of RE/MAX and shall become the property of the City except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this lease, without disturbance, molestation or injury.

The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If RE/MAX shall perform work with the consent of the City, as aforesaid, RE/MAX agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities.

RE/MAX further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures and become part of the real estate upon being installed in any building.

22. DEFAULT AND RE-ENTRY. If RE/MAX shall violate or default in any of the covenants and leases therein contained, then the City may cancel this lease upon giving the written notice required by law. Notwithstanding anything contained herein to the contrary, City shall provide RE/MAX with written notice of default and shall allow RE/MAX a ten (10) day period to cure (or, in case of impracticability, commence to cure) such default.

23. COSTS AND ATTORNEY'S FEES. If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this lease or to recover for breach of any provision of this lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court and all costs and expenses incurred by the reason of the breach or default by the other under this lease.

24. NON-WAIVER OF BREACH. The failure of either party to insist upon strict performance of any of the covenants and leases of this lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or leases but the same shall be and remain in full force and effect.

25. REMOVAL OF PROPERTY. In the event of default and failure to cure or taking possession of the premises as aforesaid, the City shall have the right but not the obligation to remove from the premises all personal property located therein or thereon and may store the same in any place selected by City, including but not limited to a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property with notice to RE/MAX after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from RE/MAX to City under any of the terms hereof and the balance, if any, to be paid to RE/MAX.

26. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and leases of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

27. **HOLD OVER.** If RE/MAX shall, with the written consent of City, hold over after the expiration of the term of this lease, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy RE/MAX agrees to pay City the same rate of rental as set forth herein, unless a different rate is agreed upon and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

28. **VENUE.** The venue of any suite which may be brought by either party under the terms of this lease or growing out of the tenancy under this lease shall at the option of the City be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this lease on this
day of _____,2018,

Leonard Kelley, Mayor
CITY OF STANWOOD

_____, Owner
RE/MAX

Attest:

David A. Hammond, City Clerk

Approved as to form:
Grant Weed, City Attorney

Exhibit 1

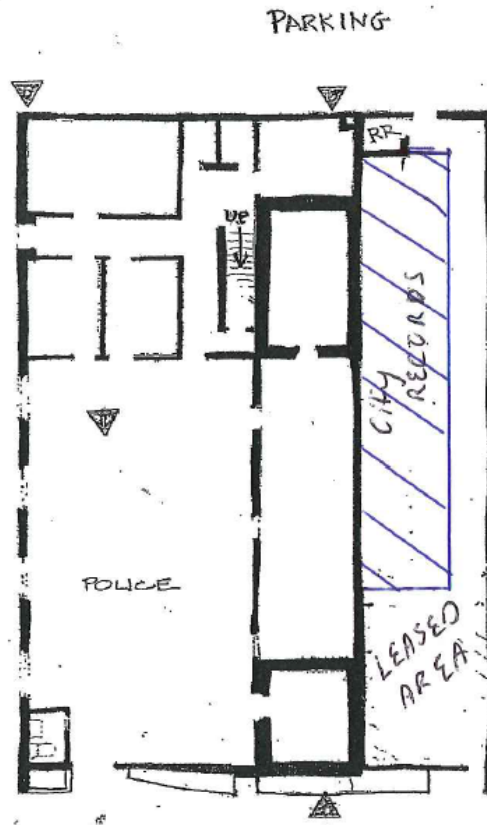
Address:

**8725 271ST ST NW
Stanwood, WA 98292**

**PROPERTY
DESCRIPTION**

EAST STANWOOD 1ST ADD BLK 001 D-00 - LGE LOT 1 - LOT 2

Exhibit 2





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: May 24, 2018

SUBJECT: Twin City Idlers Funding

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

ATTACHMENTS: A - Twin City Idlers Contract

ISSUE

The issue in front of the City Council is to review the request from Twin City Idlers for financial support of the Twin City Idlers car show.

RECOMMENDATION

1. Review and discuss the request from Twin City Idlers for financial support of the Twin City Idlers car show.
2. Approve the request from Twin City Idlers for financial support of the Twin City Idlers car show.

SUMMARY STATEMENT

Twin City Idlers approached the City of Stanwood for a city contribution of \$500.00 towards their annual Idlers event held on Sunday, June 24, 2018. They also asked for consideration of yearly funding of the event from the City.

DISCUSSION

City staff brought this issue to the Community Development Committee at their May 10, 2018 meeting. The Idlers indicated that nearly 500 to 600 cars come to the show and the attendance ranges from 7,000 to 10,000.

The Idlers use the funding from the car show to donate to organizations such as the Camano and Stanwood Senior Center, Resource Center, and the Soap Box Derby. The Idlers stated that they deplete their bank account so they have just enough to run the club the following year. The intent of depleting the account is to provide funding to

separate organizations and scholarships as indicated above. They also discussed that the City logos are already provided by the Idlers on several of their signs throughout the community. The Idlers are asking for financial assistance for this year's event as well as future events.

This issue was brought forward last year to Council. The Council did approve contributing \$1,000 towards advertising for this event. Also, last year staff suggested revising the grant application process to be more inclusive of existing events and still allow for grants for newer events. At the May 10, 2018 Council Community Development Committee meeting staff indicated that they will make this a priority to draft over the next 30 days and bring back a change to the Council Committee for their review as well as have the Economic Development Board review.

FINANCIAL IMPACT

The funding of \$500.00 will come from the General Fund Tourism Promotion and Marketing account. This event was not budgeted for in the 2017 and 2018 bi-annual budget or the monies within the Tourism Promotion and Marketing account.

COMMITTEE RECOMMENDATION

City staff met with the Community Development Committee on May 10, 2018 to discuss the request from the Twin City Idlers for financial support. The Committee supported funding the Idlers with a contribution and to find a mechanism that would allow for future requests to be considered. City staff will discuss the special events process as well as future funding for the Idlers with the Committee in an upcoming meeting.

CITY COUNCIL OPTIONS

1. Approve the mayor signing the service contract between the City of Stanwood and the Twin City Idlers.
2. Approve the mayor signing the service contract between the City of Stanwood and the Twin City Idlers, but at a different funding amount.
3. Do not approve the mayor signing the service contract between the City of Stanwood and the Twin City Idlers and direct staff to address specific issues prior to reconsidering.
4. Do not approve the mayor signing the service contract between the City of Stanwood and the Twin City Idlers.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE SERVICE PROVIDER CONTRACT BETWEEN THE CITY OF STANWOOD AND THE TWIN CITY IDLERS AS IDENTIFIED IN ATTACHMENT A AND ALLOW FOR THE CITY ATTORNEY TO MAKE ANY FINAL EDITS NECESSARY FOR THE SIGNING OF THE CONTRACT.

**SERVICE PROVIDER AGREEMENT BETWEEN
CITY OF STANWOOD
AND TWIN CITY IDLERS, A WA NON-PROFIT
FOR TOURISM PROMOTION SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation (“City”), and Twin City Idlers, a Washington Non-profit Corporation ("Provider").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with services regarding tourism promotion services as described in Article II. The general terms and conditions of the relationship between the City and the Provider are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Provider unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Provider’s profession.

ARTICLE III. OBLIGATIONS OF THE PROVIDER

III.1 MINOR CHANGES IN SCOPE. The Provider shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Provider perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Provider at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Provider to the City, and upon completion of the work shall become the property of the City, except that the Provider may retain one copy of the work product and documents for its records. The Provider will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Provider shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Provider, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Provider shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Provider will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Provider.

III.3 TERM. The term of this Agreement shall commence on June 1, 2018 and shall terminate at midnight, December 31, 2018. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Provider shall not be assigned or subcontracted without the express written consent of the City.

III.5 INDEMNITY.

a. **Indemnification / Hold Harmless.** Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

d. Public Records Requests.

In addition to Paragraph IV.3 b, when the City provides the Provider with notice of a public records request per Paragraph IV. 3 b, Provider agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the Providers violation of the Public Records Act RCW 42.56, or Provider's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.6 INSURANCE.

a. Insurance Term

The Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees.

b. No Limitation

Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. Minimum Scope of Insurance - Provider shall obtain insurance of the types described below:

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Provider's profession.

d. **The minimum insurance limits shall be as follows:**

Provider shall maintain the following insurance limits:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Provider's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Provider receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Provider shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Provider shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Provider is acknowledging and representing that required insurance is active and current. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Provider before commencement of the work. Further, throughout the term of this Agreement, the Provider shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Provider's insurance coverage shall be primary insurance as respect the City. The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

III.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Provider agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Provider further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Provider understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Provider will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.8 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Provider agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.9 LEGAL RELATIONS. The Provider shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Provider represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.10 INDEPENDENT CONTRACTOR.

a. The Provider and the City understand and expressly agree that the Provider is an independent contractor in the performance of each and every part of this Agreement. The Provider expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Provider, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Provider shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Provider shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Provider shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Provider performs hereunder.

d. Prior to commencement of work, the Provider shall obtain a business license from the City.

III.11 CONFLICTS OF INTEREST. The Provider agrees to and shall notify the City of any potential conflicts of interest in Provider's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Provider agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBPROVIDERS.

a. The Provider shall be responsible for all work performed by subcontractors/subProviders pursuant to the terms of this Agreement.

b. The Provider must verify that any subcontractors/subProviders they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subProvider has proper license and bonding, if required by statute, must be included in the verification process.

c. The Provider may not substitute or add subcontractors/subProviders without the written approval of the City.

d. All Subcontractors/SubProviders shall have the same insurance coverages and limits as set forth in this Agreement and the Provider shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Provider shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Provider under this Agreement exceed \$500.00 without the written agreement of the Provider and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Provider a mutually agreed amount.

b. The Provider shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Provider shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Provider's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Provider shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Provider shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Provider shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Provider shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. **Public Records**

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Provider with a copy of the Records Request and the Provider shall provide copies of any City records in Provider's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Provider will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Clarke Hamm
Twin City Idlers
PO Box 906
Stanwood, WA 98292

Notices to the Provider shall be sent to the following address:

Leonard Kelley, Mayor
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Provider.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Provider for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

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

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2018.

CITY OF STANWOOD

Twin City Idlers, WA Non-Profit

By _____
Leonard Kelley, Mayor

By _____
Clarke Hamm, Governor

Approved as to form:

Grant Weed, City Attorney

Exhibit A
Scope of Services

Twin City Idlers will hold “Twin City Idlers Car Show” on June 24, 2018 on 271st Street NW, between 84th Avenue NW and approximate 94th Dr. NW. The funding provided through this grant application award shall be utilized for advertising the event only. The City has awarded the following grant amount:

1. Advertising	<u>\$500.00</u>
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TOTAL	\$500.00
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Excluded activities for grant funding include:

- i. Promotional activities that reach a specific small target audience already located solely within Stanwood/Camano Island;
- ii. Salaries toward any event management;
- iii. Fund raising events for the benefit of the promotion;
- iv. Funds toward the operation of business or philanthropic groups.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: May 24, 2018

SUBJECT: Supplemental Work Order with Snohomish County
Information Technology Department

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – Work Estimate submitted by Milne Electric &
Technologies

ISSUE

The issue before City Council is whether or not to allow the mayor to sign a supplemental work order with Snohomish County Information Technology to replace the radio internet connection between City Hall and the Public Works shop and offices.

RECOMMENDATION

1. Discuss the proposal to replace the radio antenna connection between City Hall and the Public Works facilities.
2. Authorize the mayor to sign a supplemental work order with Snohomish County IT.

SUMMARY STATEMENT

Internet access and telephone service (Voice Over Internet Protocol, or "VOIP") is provided to City Hall and the Police Station via fiber optic cable owned by Snohomish County. The internet connection to our Public Works facilities is via radio, and the system is outdated and has become unreliable. This proposal will upgrade the system to ensure reliability.

DISCUSSION

For the past two years the antenna connection between City Hall and the Public Works Department has performed poorly. It has insufficient bandwidth to keep up with current demands. The antenna performance is also impacted by the fact that it operates on an unlicensed frequency that has seen increased usage since it was installed. In the past few months, it has become commonplace for the public works telephone and internet

connection to disconnect multiple times during the day. This creates inability to hold telephonic meetings and delays in communication and workflow.

The City has contracted with Snohomish County Information Technology Dept. for IT and telephone services since 2009. Our current agreement runs through the end of 2018, and allows for a supplemental work order to perform this work. The County has obtained competitive proposals and recommends this vendor. The vendor, Milne Electric & Technologies, has successfully installed similar equipment at the following organizations.

Depart of Justice – Salem, OR	Gilliam County Court House - Condon, OR
Depart of Justice – Pendleton, OR	FEMA, Chemical Stockpile Emergency Preparedness Program - OR
Federal Bureau of Investigation – Portland, OR	Pierce County IT – Tacoma, WA
Oregon State Capitol Building - Salem, OR	Intel – Hillsboro, OR
Oregon Department of Transportation (ODOT) - OR	DaVita – Tacoma, WA
Marion County IT – Salem, OR	Nike – Beaverton, OR
US Coast Guard	Providence Health & Services – Olympia, WA
Oregon Zoo – Portland, OR	Providence Health & Services – Everett, WA
Port of Tacoma – Tacoma, WA	Providence Health & Services – Spokane, WA
Los Angeles Transportation Dept - Los Angeles, CA	Providence Health & Services – Missoula, MA

FINANCIAL IMPACT

The \$34,655 cost of the radio antenna replacement would be allocated between benefitting funds as shown in the table below. Each of these funds have budgeted amounts for equipment replacement in the 2017-2018 Budget, so a budget amendment is not required for this work.

Allocated cost of Radio Tower replacement			
Fund	Department	Percent	Amount
001	Buildings & Grounds	10.00%	\$ 3,467
410	Drainage Utility	15.00%	\$ 5,200
421	Water Utility	25.00%	\$ 8,666
401	Sewer Utility	20.00%	\$ 6,933
101	Streets	15.00%	\$ 5,200
001	Parks	15.00%	\$ 5,200
Total			\$ 34,665

COMMITTEE RECOMMENDATIONS

The Finance Committee reviewed this item prior to the May 24, 2018 Council meeting.

CITY COUNCIL OPTIONS

- 1) Authorize the mayor to sign the Supplemental Work Order with Snohomish County Information Technology Dept.
- 2) Do not authorize the mayor to sign the Supplemental Work Order with Snohomish County Information Technology Dept.
- 3) Direct staff to discuss potential changes to the Supplemental Work Order with Snohomish County Information Technology Dept.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A SUPPLEMENTAL WORK ORDER WITH SNOHOMISH COUNTY INFORMATION TECHNOLOGY DEPARTMENT.



Attn: Randy Harris
Snohomish County

May 8, 2018

Quote: 18-321
Snohomish County
Stanwood Point to Point

Milne Technologies Inc. is pleased to submit our proposal for the above referenced project per the terms and conditions set forth in the Electrical and Maintenance Contract #059-16SR between Snohomish County and Milne Electric.

The Purchase Order issued should reference the Electrical and Maintenance Contract number.

Scope of Work

Structured Cabling

Provide and install (1) 6 strand single mode OSP fiber optic cable from Public Utility #1 building to Public Utility #2 building. Terminate on LC/UPC unicams.

Provide and install one (1) one inch rigid mast attached to buildings utilizing uni-strut and clamps for cable support.

Provide and install category 6 OSP cables from IDF to antenna at City Hall and Public Utility building #1.

Label and test.

Equipment and materials

BridgeWave FL4G-10000 80GHz Radios (Pair) with 24" Antennas; 5 Gbps Full-Duplex (10Gbps Upgradable), US/CAN FCC Lite Licensed. Includes (2) 1Gbps Multimode SFP's, (2) 90-280VAC/48VDC Rack Mount Power Supplies, (1) Rooftop and (1) Wall Mount Kit

Professional Services

Parts and Smarts Installation, Commissioning and Testing of (1) BridgeWave FL4G-10000 Point to Point Link

Scope of Work Pricing:

Equipment/Material/Lifts	\$ 23,178.00
Professional Services	\$ 5,463.00
Labor	\$ 6,024.00
Total	\$ 34,665.00

Inclusion and assumptions:

- Snorkel lift included
- Work will be performed during 1st shift weekdays.
- Pricing reflects prevailing wage rates.
- Pricing is subject to review and subsequent revisions after thirty (30) days from date of issue.



Exclusions:

- Permits
- Anything not listed above in the Scope of Work.
- Existing code violations.
- Un-foreseen conditions.
- Washington State Sales tax not included.

We trust the above information meets your approval and we look forward to taking part in making this a successful project. Please contact me with any questions or for clarifications anytime at (206) 510-6579.

Sincerely,
Ralph Autore
Milne Electric & Technologies Inc.