

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, June 10, 2021



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, June 10, 2021 – 7:00 p.m.
This meeting will be conducted by telephone
and online, connection information will be
posted on City Website—
<https://www.stanwoodwa.org>

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **CITIZEN COMMENTS**
Anyone wishing to provide written or oral public comment, must pre-register by 9:00 a.m. the day of the meeting, by calling 360-454-5213, or by clicking on this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>
5. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **5-1**
 - b. Approve May 27, 2021 Regular City Council Meeting Minutes **5-5**
 - c. Authorize Mayor to Execute an Interlocal Agreement with Snohomish County Public Defender Association for Indigent Defense Services **5-11**
 - d. Authorize the Mayor to Execute an Interlocal Agreement with Snohomish County for Animal Control Transport Services **5-25**
6. **PUBLIC HEARING**
Anyone wishing to provide written or oral public comment, must pre-register by 9:00 a.m. the day of the meeting by, by calling 360-454-5213, or by clicking on this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/Council-Meeting-Public-Hearing-Public-Co-69>
 - a. Six Year Transportation Improvement Plan 2022-2027 **6-1**
 - a. Open Public Hearing
 - b. Adopt Resolution 2021-03 City of Stanwood Six-year TIP
 - b. Water Use Efficiency Goals **6-23**
 - a. Open Public Hearing
 - b. Adopt Resolution 2021-04 Water Use Efficiency Goals
7. **CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
8. **REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
9. **ADJOURN**

Upcoming Meetings:

June 24, 2021 Regular Meeting
July 08, 2021 Regular Meeting
July 22, 2021 Regular Meeting
August 12, 2021 Special Workshop Meeting
August 12, 2021 Regular Meeting



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5a

DATE: June 10, 2021

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 34059 through 34101 and Washington Federal Bank electronic funds transfers in the amount of \$356,209.13. Approve issuance of Washington Federal Bank electronic payroll funds transfers in the amount of \$37,950.00.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 34059 THROUGH 34101 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$356,209.13. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL FUNDS TRANSFERS IN THE AMOUNT OF \$37,950.00.

CHECK REGISTER

City Of Stanwood

Time: 08:26:36 Date: 06/03/2021

05/20/2021 To: 06/02/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2179	05/21/2021	Payroll	3	EFT		3,000.00	May 2021 Draw
2180	05/21/2021	Payroll	3	EFT		1,400.00	May 2021 Draw
2181	05/21/2021	Payroll	3	EFT		1,000.00	May 2021 Draw
2182	05/21/2021	Payroll	3	EFT		1,700.00	May 2021 Draw
2183	05/21/2021	Payroll	3	EFT		2,700.00	May 2021 Draw
2184	05/21/2021	Payroll	3	EFT		2,000.00	May 2021 Draw
2185	05/21/2021	Payroll	3	EFT		1,000.00	May 2021 Draw
2186	05/21/2021	Payroll	3	EFT		1,850.00	May 2021 Draw
2187	05/21/2021	Payroll	3	EFT		3,500.00	May 2021 Draw
2188	05/21/2021	Payroll	3	EFT		1,750.00	May 2021 Draw
2189	05/21/2021	Payroll	3	EFT		1,600.00	May 2021 Draw
2190	05/21/2021	Payroll	3	EFT		1,000.00	May 2021 Draw
2191	05/21/2021	Payroll	3	EFT		2,000.00	May 2021 Draw
2192	05/21/2021	Payroll	3	EFT		2,000.00	May 2021 Draw
2193	05/21/2021	Payroll	3	EFT		800.00	May 2021 Draw
2194	05/21/2021	Payroll	3	EFT		1,000.00	May 2021 Draw
2195	05/21/2021	Payroll	3	EFT		2,000.00	May 2021 Draw
2196	05/21/2021	Payroll	3	EFT		1,200.00	May 2021 Draw
2197	05/21/2021	Payroll	3	EFT		500.00	May 2021 Draw
2198	05/21/2021	Payroll	3	EFT		3,450.00	May 2021 Draw
2199	05/21/2021	Payroll	3	EFT		1,500.00	May 2021 Draw
2200	05/21/2021	Payroll	3	EFT		1,000.00	May 2021 Draw
001 General Fund						37,950.00	
						37,950.00	Payroll: 37,950.00

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

() Finance Director () Auditing Officer Wendy Dowhower Date: Jun 3, 2021
 () Deputy Finance Director

CHECK REGISTER

City Of Stanwood

Time: 08:24:56 Date: 06/03/2021

05/20/2021 To: 06/02/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2294	05/27/2021	Claims	3	EFT	WA St Dept of Revenue **	17,441.57	City of Stanwood B & O Excise Tax April 2021
2295	05/27/2021	Claims	3	34059	Berk	5,177.50	City of Stanwood
2296	05/27/2021	Claims	3	34060	Bonner Electrical Contracting LLC	5,686.52	City Of Stanwood
2297	05/27/2021	Claims	3	34061	Confluence Environmental Company, Inc	17,588.75	City of Stanwood
2298	05/27/2021	Claims	3	34062	Harmsen LLC	660.00	City of Stanwood
2299	05/27/2021	Claims	3	34063	Maul Foster Alongi, Inc.	19,887.40	City of Stanwood; City of Stanwood
2300	05/27/2021	Claims	3	34064	RH2 Engineering Inc	2,615.29	City of Stanwood
2301	05/27/2021	Claims	3	34065	Sno Co Information Services *	11,320.38	DIS1107
2302	05/27/2021	Claims	3	34066	Sno Co Sheriff's Office - CB	3,998.77	City of Stanwood TIN91-6001368
2303	05/27/2021	Claims	3	34067	Sno Co Sheriffs Office *	156,723.75	SSH00001
2304	05/27/2021	Claims	3	34068	Transpogroup Inc	8,627.50	City of stanwood
2305	05/27/2021	Claims	3	34069	WA St Dept of Licensing *	780.00	City of Stanwood
2306	05/27/2021	Claims	3	34070	Washington State Patrol *	225.25	City of Stanwood STA301
2307	05/27/2021	Claims	3	34071	Weed, Graafstra & Associates, Inc., P.S	7,013.13	3868-0000M
2308	05/27/2021	Claims	3	34072	West Coast Code Consultants, Inc.	1,521.60	City of Stanwood
2375	06/02/2021	Claims	3	34073	Patrick J Burt	891.00	City Of Stanwood
2376	06/02/2021	Claims	3	34074	Databar Inc.	1,368.80	8952
2377	06/02/2021	Claims	3	34075	Edge Analytical Inc	604.00	STA01; STA01
2378	06/02/2021	Claims	3	34076	Forest Land Services Inc	1,100.74	City Of Stanwood
2379	06/02/2021	Claims	3	34077	Galt John E	166.25	City Of Stanwood
2380	06/02/2021	Claims	3	34078	Granich Engineered Products Inc	6,195.10	CSP1
2381	06/02/2021	Claims	3	34079	Harmsen LLC	600.00	City Of Stanwood
2382	06/02/2021	Claims	3	34080	Herc Equipment Rental Corp.	254.98	1024925
2383	06/02/2021	Claims	3	34081	Housing Authority of Snohomish County	1,738.00	City Of Stanwood
2384	06/02/2021	Claims	3	34082	Maple Court 2010 LLC	107.74	04 2611 14 - 7011 PIONEER HWY
2385	06/02/2021	Claims	3	34083	National Safety, Inc.	108.92	20-STACIT
2386	06/02/2021	Claims	3	34084	Navia Benefits	50.00	City Of Stanwood
2387	06/02/2021	Claims	3	34085	PUD Of Snohomish County *	264.46	201942398; 200103539
2388	06/02/2021	Claims	3	34086	Pace Engineers, Inc	11,346.45	City Of Stanwood
2389	06/02/2021	Claims	3	34087	Brian & Randi Raby	143.78	08 2823 10 - 7111 281ST PL NW
2390	06/02/2021	Claims	3	34088	Safeway	21.13	191483
2391	06/02/2021	Claims	3	34089	Sno Co Public Works *	62,469.18	CRSTLOAN
2392	06/02/2021	Claims	3	34090	Snohomish County Treasurer	72.33	City Of Stanwood
2393	06/02/2021	Claims	3	34091	Everett Daily Herald/ Sound Publishing	345.00	51439981
2394	06/02/2021	Claims	3	34092	Stanwood Auto Parts	104.81	56100; 56100
2395	06/02/2021	Claims	3	34093	Stanwood Camano News	116.35	261981; 261981
2396	06/02/2021	Claims	3	34094	Summit Law Group	99.00	20150-1 DAS
2397	06/02/2021	Claims	3	34095	Titan Homes	4,500.00	City Of Stanwood
2398	06/02/2021	Claims	3	34096	Unum Life Insurance	88.40	City Of Stanwood
2399	06/02/2021	Claims	3	34097	V & R Interior Plus	200.00	City Of Stanwood
2400	06/02/2021	Claims	3	34098	WA St Treasurer	3,653.90	City Of Stanwood
2401	06/02/2021	Claims	3	34099	Wave Broadband	122.25	3201-0316547-01
2402	06/02/2021	Claims	3	34100	Western Exterminator Company	136.25	683591
2403	06/02/2021	Claims	3	34101	Ziply Fiber	72.90	360-939-0579-080320-5

001 General Fund	198,513.38
101 Street Fund	6,757.22
103 Street Construction Fund	2,913.13
104 Park And Trail Improvement Fund	37,476.15
105 Fire Impact Fees	4,700.00
401 Sewer Fund	14,218.17
403 Sewer Construction Fund	11,346.45

CHECK REGISTER

City Of Stanwood

Time: 08:24:56 Date: 06/03/2021

05/20/2021 To: 06/02/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		410 Drainage Fund				65,292.25	
		421 Water Fund				13,446.35	
		422 Water Construction Fund				412.78	
		630 Agency Fund				1,133.25	
						<u>356,209.13</u>	Claims: 356,209.13
		* Transaction Has Mixed Revenue And Expense Accounts				356,209.13	

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

() Finance Director () Auditing Officer Wendy Dowhower Date: 06/03/2021
() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5b
DATE: June 10, 2021
SUBJECT: City Council May 27, 2021 Regular Meeting Minutes
CONTACT PERSON: Sara Robinson, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the May 27, 2021 Regular City Council Meeting are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE MAY 27, 2021 COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, May 27, 2021 – 7:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Call to Order

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

2. Roll Call

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

Also present: Public Works Director Kevin Hushagen, Fire Chief John Cermak, Police Chief Rob Martin, Economic Development Marketing Manager Sarah Cho, Accounting Manager Wendy Dowhower, Assistant to the Administrator & Communications Manager Krista Hintz, Attorney Brett Vinson, City Administrator Jennifer Ferguson and City Clerk Sara Robinson.

3. Approval of the Agenda

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

4. Presentation

- a. Stanwood Sno-Isle Library District Update – Charles Pratt

Stanwood Library Managing Librarian, Charlie Pratt provided an update for the Sno-Isle Library District.

5. Citizen Comments

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

The City received one request for verbal comment-

Tim Schmidt - 26910 92nd Ave NW – Topic: General Comment

6. Staff Reports

- a. Police Compstat Report – April 2021

Stanwood City Council Meeting Minutes – May 27, 2021

7. Committee Reports

- a. Economic Development Board Meeting Minutes - April 16, 2021
- b. Parks and Trails Advisory Committee Meeting Minutes - April 19, 2021
- c. Public Works Committee Meeting Minutes – March 1, 2021, April 5, 2021 and May 3, 2021

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve May 13, 2021 Regular City Council Meeting Minutes
- c. Approve May 13, 2021 Special Workshop Meeting Minutes

Motion by Councilmember Robb, Second by Councilmember Johnson, to approve the Consent Agenda.

Motion carried unanimously.

9. Old Business

- a. Discussion – Proposed Six-Year Transportation Improvement Plan 2022-2027 Updates

Public Works Director, Kevin Hushagen presented this item for consideration of the proposed Six-Year Transportation Improvement Plan 2022 through 2027 (TIP). A Public Hearing is proposed for June 10, 2021 as required by RCW 35.77.010 to adopt a six-year traffic improvement plan.

The Public Works Committee reviewed and discussed the Six-Year Transportation Improvement Plan on April 5 and May 3, 2021. The Committee has expressed support for the proposed plan. Therefore, it is the committee's recommendation to present the proposed Six-Year TIP 2022-2027 to Council for review, to set a public hearing, and adoption by resolution prior to the July deadline. Full Council reviewed the TIP at the council meeting on May 13, 2021 and sent back to staff to update project R1 and R2 descriptions and recommended that the TIP be brought back to full Council for a second review at this meeting.

Council discussed the proposed item.

Motion by Councilmember Roberts, Second by Councilmember Johnson to set a public hearing on June 10, 2021 and prepare the recommended six-year tip 2022 - 2027 for adoption by resolution.

Motion carried unanimously.

10. New Business

- a. Authorize the Mayor to sign the Heritage Park Project Contact Change Order

Stanwood City Council Meeting Minutes – May 27, 2021

Public Works Director, Kevin Hushagen presented this item for consideration of a change order for additional infield mix to provide more longevity and ease of maintenance.

As the fields were getting final grading, it became clear that the depth of the infield mix was insufficient for ease of maintenance and useful life. The plans called out for 0.10 foot of depth. The request from the maintenance staff is to up this to 4 inches, as well as additional material stockpiled for future maintenance. The attached change order quote is for \$100,000 for 4 additional inches of material. Maintenance would like to see 3 inches added to the fields and the rest stockpiled.

Staff recommends approving the Infield Mix Change Order. Due to the timing constraints, this has not been to Public Works Committee as the full city council has deliberated on the project and contract award previously.

Council discussed the proposal.

Motion by Councilmember Johnson, Second by Councilmember Pearce to authorize the Mayor to sign a Change Order with Tayex for the Heritage Park additional infield mix, not to exceed \$109,200.

Motion carried unanimously.

b. Motion carried unanimously. Authorize the Mayor to Sign an On-Call Task Order with Blueline Group LLC Planning for Professional Planning Support Services

Community Development Director, Patricia Love presented a request to authorize the Mayor to sign a Task Order with Blueline Group for on call planning and permit review support services. The City's Senior Planner resigned in mid-May leaving a gap in staffing coverage to perform necessary permit plan review and long-range planning work. A significant portion of the Senior Planner's work in the Community Development Department includes reviewing land use permit applications for compliance with city codes and regulations followed, preparing amendments to the zoning code, and supporting the Planning Commission. Due to the size of our city we do not have the expertise or capacity to cover unexpected changes in workload when an employee leaves the City. As a result, the city relies on consultants to cover this work when needed. With recent staffing turnover in the Community Development Department, there is a need to utilize the City's on call planning contract with Blueline Group to provide planning and permit review services. To ensure continuation of planning services to the community, staff recommends approval of the Task Order. Due to the timing of the vacancy and the need to begin working with the consultant under the on-call contract, this Task Order was not reviewed by Council Committees.

Council commented and discussed the request.

Motion by Councilmember Robb, Second by Councilmember Johnson to authorize the Mayor to sign a Task Order with Blueline Group for professional planning services not to exceed \$50,000 for the purpose of providing on planning and permit review services to the City.

Motion carried unanimously.

Stanwood City Council Meeting Minutes – May 27, 2021

c. Stanwood Chamber PSA for Event Management

City Administrator, Jennifer Ferguson presented this agenda item is for Council consideration of and approval of a proposed professional services agreement with the Stanwood Chamber of Commerce to provide event management services for the City/Discover Stanwood Camano special event: Summer Concert Series.

The Stanwood Chamber has proposed an event management fee of \$10,000 to be paid in advance. With approximately \$6,800 earmarked currently, the budget would need to be amended an increase of \$3,200 for entering into the agreement with the Chamber for the 2021 special event.

Councilmember Williams recused herself from the voting as she is the Chamber President.

Motion by Councilmember Johnson, Second by Councilmember Roberts to authorize the Mayor to execute the Professional Services Agreement with the Stanwood Chamber of Commerce for management of the special event: Summer Concerts Series and direct staff to add \$3,200 to the upcoming mid-period budget amendment.

Motion carried unanimously.

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

12. Reports of Officers and Committees

a. Mayor's Report –

Mayor Callaghan thanked everyone for recommending citizens for the Planning Commission. The City has received two applications, and she is hopeful to make a decision and present to the group at the next meeting. There will be a Memorial Day Ceremony at Anderson Cemetery at 11:00 and also another event at the Floyd held by the Historical Society. More details are available on the American Legion Facebook page.

b. City Administrator's Report-

Jennifer Ferguson noted that the event information can also be located at the Discover Stanwood Camano webpage.

We appreciate the flower baskets that are hung around town. They look very nice. The School was not able to provide them this year but did do the starts and another local group took them on. The Snohomish County Broadband Action Team met this week. It is hopeful that the projects can start soon. Ferguson still wants to encourage citizens to take the broadband survey on the City website. It helps promote Stanwood and the work and funding needed.

Director Soundbites-

Police Chief Martin shared that the Police Department has a new Intern named Sidney Davis. She will be going on ride-along's with other Officers as well as helping to man the front counter.

Stanwood City Council Meeting Minutes – May 27, 2021

Public Works Director, Kevin Hushagen said that the Berm has been planted. The crew has been working on keeping the plants watered so that they can get established. The project on Pioneer Highway is taking a little longer than planned, but they are planning to pave soon. Things are looking good.

Patricia Love, Community Development Director shared that the City received the grant for the SR 532 evaluation of the bypass road. WSDOT will be involved in the proposal. The process will include presentations for citizens as well as surveys and open houses.

Fire Chief Cermak let the group know that Arlington has officially joined the NCRFA. The construction project for the Training Center on Old 99 and 300th is out for bid. The project should be done January 2022.

Ferguson reminded the group to Save the Date of June 25 for the Berm Trail Dedication and Legislature tour regarding the future of transportation. Also make sure to visit the Farmers Market the first Friday of June.

c. Councilmember Reports and Questions-

Councilmember Johnson asked what is the status of the studies at the Stanwood Commons building? What is the timeline for receiving the study?

Patricia Love commented that the consultants visited yesterday. More testing is going to be taking place. It will be presented at the next Council Quarterly Workshop.

Councilmember Johnson asked about the status of the traffic study at the other possible City Hall site. Love noted that this study is complete and is being reviewed by staff. The consultants will be providing the pros and cons for both sites at the workshop.

Councilmember Roberts is excited that he has a new place to go walking. The new development is really turning out nice. He had a great conversation with the contractor while he was out walking. The contractor was singing the praises of the Stanwood Permitting group and especially Shawn Smith.

City Attorney, Brett Vinson wanted to remind everyone that it is not allowed to use public facilities or the public platform to campaign or support a specific ballot measure. This includes speaking during a City Council Meeting. There is a process to follow if the council wants to support a ballot measure.

13. Adjourn

The meeting was adjourned at 8:10 pm.

CITY OF STANWOOD

ATTEST:

Elizabeth Callaghan, Mayor

Sara Robinson, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5c

DATE: June 10, 2021

SUBJECT: Snohomish County Public Defender Association for Indigent Defense Services – Contract Extension

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – Proposed Supplemental Agreement No. 2
B – Authorized Supplemental Agreement No. 1
C – Original Agreement

PURPOSE

The purpose of this agenda item is for Council consideration of a professional service agreement supplement #2 to extend and continue contracting with Snohomish County Public Defender Association for Indigent Defense Services.

BACKGROUND

The City has contracted with the Snohomish County Public Defenders Association since 2015 to provide indigent persons with public defense. Resolution No. 2014-26 established the city's indigent defense standards, complying with RCW 10.101.030. The original agreement allowed for automatic annual extensions, however it only provided for cost of living adjustments annually through 2017. The contract was extended through 2020 and an additional extension is in order.

ANALYSIS

The proposed extension sets the monthly rate at \$2,208 for 2021 and \$2,385 for 2022. These increases equate to an 8% increase year-over-year and covers 10% of the cost of the public defender salary and overhead. The increase for 2021-2022 is the same as the previous extension. City administration monitors the public defense program activity to ensure costs align with budget allocation.

Fiscal Impact			
The biennial budget includes an allocation for public defense services			
Fund(s):	General Fund		
Amount:	\$ 68,000	Project Estimate:	\$ N/A
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends approval of the extension for public defense services through December 31, 2022.

Committee/Board Recommendation: N/A. Legal services are brought to the full council for consideration.

CITY COUNCIL OPTIONS

1. The City Council may authorize the Mayor to execute the PSA supplemental extension no. 2
2. The City Council may not authorize the Mayor to execute the extension and direct staff to bring back other options for this service.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF STANWOOD AND SNOHOMISH PUBLIC DEFENDER ASSOCIATION FOR INDIGENT DEFENSE SERVICES THROUGH DECEMBER 31, 2022.

PROFESSIONAL SERVICES AGREEMENT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City of Stanwood, Washington, ("the City") provides indigent defense services to individuals who have been determined to be eligible for representation at public expense for criminal charges before the Cascade Division of the Snohomish County District Court ("the Court"); and

WHEREAS, the Supreme Court has by Order dated June 15, 2012, adopted New Indigent Defense Standards ("the Supreme Court Standards"), which impose a caseload limit of 400 unweighted misdemeanor cases per attorney; and

WHEREAS, the City has adopted Standards for Indigent Defense by Resolution No. 2014-26 adopted November 24, 2014, ("the City Standards"); and

WHEREAS, based on current trends, the City anticipates filing approximately 40 cases in 2015 for which appointment of a public defender will be required, which will initially require ten percent (10%) of a full time public defender, and

WHEREAS, Snohomish County Public Defender Association ("the Firm") is a law firm employing licensed attorneys in good standing in the state of Washington which has been selected by the City to provide representation of indigent defense clients under contract with the City ("the Services"); and represents that is willing and able to provide the required number of full time public defenders to provide the Services; and

WHEREAS, the City and the Firm desire to provide for compensation for the Services based on a monthly fee, subject to adjustment annually to reflect actual case filings.

Now, therefore, the City and Firm enter into this Agreement in consideration of the mutual benefits to be derived and the mutual promises contained herein:

1. Scope of Services, Standards and Warranty. The Firm will provide the Services in accordance with this Agreement, the Supreme Court Standards and the City Standards, which will initially require the provision of ten percent (10%) of one full time equivalent lawyer.

1.1 The Firm warrants that every attorney and/or intern employed by the Firm to perform services under this contract, has read and is fully familiar with the provisions of the Supreme Court Standards as it has been amended from time to time and the City Standards, which are hereby incorporated in this Agreement by this reference as if set out at length. Compliance with the Supreme Court Standards and the City Standards goes to the essence of this Agreement. Every attorney and/or intern performing services under this Agreement shall certify compliance quarterly with the Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Court. The Firm further warrants that it has analyzed the cost of providing the Services, and that its proposal, reflected in Section 2, Compensation, is

sufficient to cover all wages and benefits, infrastructure, support and administrative services and systems necessary to comply with the Standards.

1.2 The Firm shall provide the Services from its office in Everett. The Firm shall ensure an attorney is available to each eligible City defendant to ensure that the defendant is provided with effective assistance of counsel. Defendant access to his or her attorney prior to court hearings is paramount. The Firm shall be responsible to use best efforts to ensure its attorneys confer with defendants about cases promptly after appointment and prior to trial or hearings. Defendants shall be provided access to the Firm's attorneys by means of a toll free local call from a Stanwood telephone number made available by the Firm, attorney's email address, and attorney's office and postal address. Attorneys shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email or otherwise.

1.3 The Firm shall provide an attorney to appear at all Standwood arraignment calendars.

1.4 The Firm shall maintain a case reporting and case management information system, and shall submit reports to the City, which shall be submitted in support of monthly invoices, and shall be a condition of payment pursuant to Section 2. The reports shall include the following information:

1.4.1 The number of cases to which the Firm's attorneys were appointed during the month and year to date.

1.4.2 For each appointment, the name of the defendant, the name of the attorney appointed, the date of appointment and the case number.

1.4.3 The charge(s) filed against the defendant.

1.4.4 The disposition of charge(s), including method of disposition, i.e., trial, plea motion, etc.

1.4.5 Such information required by the City Standards to allow the City to determine Attorney's compliance with caseload limits, including information pertaining to Attorney's other municipal public defense contracts and Attorney's private practice, if any.

1.5 The Firm shall employ an investigator to assist the attorneys providing the Services.

1.6 The Firm shall represent the City on all appeals to Superior Court under the Rules for Appeal of the Decisions of Courts of Limited Jurisdiction (RALJ), which shall be counted as five case credits, provided there shall be no case credit for any RALJ appeal dismissed prior to filing a brief.

2. Compensation. Subject to all the provisions of this section, the City shall pay to the Firm a fee of One Thousand Eight Hundred Thirty-three Dollars and Thirty-three Cents

(\$1,833.33) per month for the Services, including all proceedings in the Municipal Court and all appeals therefrom. This represents 10% of the salary and benefits of a lawyer on Level 1 Step 3 of the Firm's 2015 salary scale for lawyers, 1% of the salary and benefits of the Misdemeanor Supervisor, 0.3% of the Firm's cost of office management and administrative staff, 0.3% of office expenses and 0.4% of the salaries and benefits of the Firm's staff of investigators. Sixty-two Dollars (\$62.00) of each monthly payment is specifically designated as costs of investigator services.

2.1 Except as expressly provided in Section 2.2, the cost of all infrastructure, wages and benefits, administrative and support expenses, equipment and systems, the investigator, and overhead costs necessary to comply with the City Standards is included in the payment provided in the flat monthly fee.

2.2 The City shall pay for the following case expenses in addition to the per case fee when reasonably incurred and approved by the Municipal Court on ex-parte motion:

2.2.1 Medical and psychiatric evaluations;

2.2.2 Expert witness fees and expenses;

2.2.3 Interpreters fees;

2.2.4 Polygraph, forensic and other scientific tests;

2.2.5 Lay witness fees and mileage incurred in bringing defense witnesses to court, including the cost of service of a subpoena, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses; and

2.2.6 The cost of obtaining medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and

2.2.7 Any other costs or expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.3. For post-conviction relief cases, the City shall pay the cost to obtain copies of the court file, the transcript and original charging documents.

2.4 In January of each year, the City and the Firm shall review the number of City cases to which the Firm's attorneys were appointed during the prior year, if the actual number of cases is more than 10% greater or lesser than the anticipated 40 case, the monthly fee shall be adjusted by adjusting the lawyer salary and benefits component to reflect the actual full time equivalent represented by the actual number of cases, i.e., by dividing the actual number of cases by 400, and maintaining the other components of the monthly fee identified above at their 2015 dollar amounts. Additionally, the monthly fee as adjusted for actual caseload shall be increased by 3% in the second and third years of the term of this Agreement. Compensation for additional one year renewal terms as provided in Section 3 shall be remain at the prior year's level unless different compensation is agreed to prior to the commencement of any renewal term.

2.5 In the event the Firm has a conflict that prevents it from representing a client for whom one of its attorneys has been appointed, the Firm shall not be required to compensate conflict counsel.

3. Term. The term of this Agreement shall be from the later of the date of mutual execution or May 1, 2015, through December 31, 2017, unless sooner terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one year terms each year unless terminated as follows:

3.1 This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 6 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Firm, or any attorney providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Firm which shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 This Agreement may be terminated at any time without cause by either party giving the other party not less than ninety (90) days written notice.

3.3 The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Nondiscrimination. Neither the Firm nor any person acting on behalf of the Firm, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification. The Firm agrees to hold harmless and indemnify the City, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Attorney's fees or awards, and including claims by Attorney's own employees to which Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Firm, its officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Firm's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

6. Insurance. The Firm shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the attorneys, or agents, representatives, or employees of the Firm.

6.1 The Firm shall obtain insurance of the types described below:

6.1.1 Automobile Liability insurance covering all owned automobiles, if any, and all 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

6.1.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

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

6.1.4 Professional Liability insurance appropriate to the Firm's undertakings. This policy shall not contain an exclusion for ineffective assistance of counsel claim, loss or liability.

6.2 The Firm shall maintain the following insurance limits:

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

6.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

6.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

6.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

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

6.3.2 The Firm's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

6.5 The Firm 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 Service Provider before commencement of the work.

7. Work Performed by the Firm. In addition to compliance with the City Standards, in the performance of work under this Agreement, the Firm shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Firm's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Firm's Risk. The Firm shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the the Firm's own risk, and the Firm shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Firm shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services, No Subcontracting. This Agreement has been entered into in consideration of the Firm's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. This Agreement shall not be subcontracted without the express written consent of the City and refusal to subcontract may be withheld at the City's sole discretion. Any assignment of this Agreement by the Firm without the express written consent of the City shall be void.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Firm.

11. Entire Agreement. This Agreement contains the entire agreement between the City and the Firm. The provisions of this Agreement shall supersede all prior verbal statements of any officer or other representative of the City, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

12. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and

shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO CITY:

City of Stanwood
Attn.: City Administrator
10200 270th St. NW
Stanwood, WA 982927

TO THE FIRM:

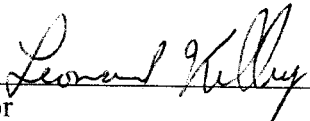
Bill Jaquette
Snohomish County Public Defender Association.
2722 Colby Ave., Ste. 200
Everett, WA 98201

13. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.

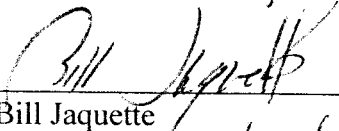
14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final, provided, however, that any complaint regarding any violation of the City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, or any dispute concerning the City's determination on Attorney's request for higher compensation for a particular case, shall be referred to the Judge of the Court. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between an attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Stanwood County Superior Court.

CITY OF STANWOOD

SNOHOMISH COUNTY PUBLIC
DEFENDER ASSOCIATION



Mayor



Bill Jaquette

Date signed: 3/23/2015

Date signed: 3/30/2015

ATTEST:

City Clerk

shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO CITY:

City of Stanwood
Attn.: City Administrator
10200 270th St. NW
Stanwood, WA 982927

TO THE FIRM:

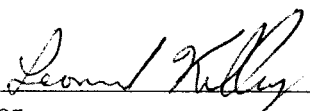
Bill Jaquette
Snohomish County Public Defender Association.
2722 Colby Ave., Ste. 200
Everett, WA 98201

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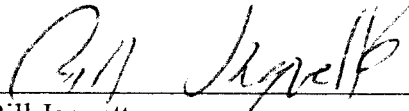
14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Chief Administrative Officer, whose decision shall be final, provided, however, that any complaint regarding any violation of the City Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, or any dispute concerning the City's determination on Attorney's request for higher compensation for a particular case, shall be referred to the Judge of the Court. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between an attorney and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Stanwood County Superior Court.

CITY OF STANWOOD

SNOHOMISH COUNTY PUBLIC
DEFENDER ASSOCIATION



Mayor



Bill Jaquette

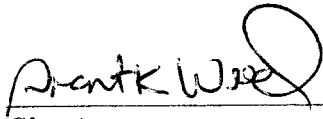
Date signed: 3/23/2015

Date signed: 3/30/2015

ATTEST:

City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Brent K. Wood", is written over a horizontal line.

City Attorney

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STANWOOD
AND SNOHOMISH COUNTY PUBLIC DEFENDER ASSOCIATION
FOR INDIGENT DEFENSE SERVICES**

This Supplemental Agreement is made and entered into on the 14th day of March, 2019, between the City of Stanwood, hereinafter called the "City" and the Snohomish County Public Defender Association, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into Agreement No. 2015-19 for indigent defense services, said Agreement being dated March 23, 2015; and

WHEREAS, both parties desire to extend the term of said Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated March 23, 2015, shall remain in full force and effect, except as modified in the following sections:

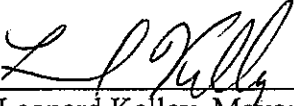
Article 2 of the Original Agreement, Compensation is amended to read as follows: "In 2019, the City shall pay the Firm One Thousand Nine Hundred Eighty-three Dollars and Ninety-three Cents (\$1,983.93) per month for the Services. One Hundred Five Dollars and Eighty-six Cents (\$105.86) of each monthly payment is specifically designated as costs of investigator services.

In 2020, the City shall pay the Firm Two Thousand Forty-three Dollars and Forty-four Cents (\$2,043.44) per month for the Service, One Hundred Nine Dollars and Three Cents (\$109.03) is specifically designated as costs of investigator services."

Article 3 of the Original Agreement, Term is amended to read as follows: "The term of this Agreement shall be from the later date of execution through midnight December 31, 2020, unless sooner terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one year terms each year, unless sooner terminated as follows:"

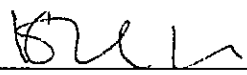
IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF STANWOOD



Leonard Kelley, Mayor

SNOHOMISH COUNTY PUBLIC DEFENDER
ASSOCIATION



Kathleen Kyle

ATTEST/AUTHENTICATED:



David A. Hammond, City Clerk

ATTACHMENT C

SUPPLEMENTAL AGREEMENT NO. 2

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF STANWOOD

AND SNOHOMISH PUBLIC DEFENDER ASSOCIATION FOR INDIGENT DEFENSE
SERVICES

This Supplemental Agreement is made and entered into on the 10th day of June, 2021, between the City of Stanwood, hereinafter called the “City” and the Snohomish County Public Defender Association, hereinafter called the “Consultant”.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into Agreement No. 2015-19 for indigent defense services, said Agreement being dated March 23, 2015; and

WHEREAS, both parties desire to extend the term of said Agreement:

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated March 23, 2015, shall remain in full force and effect, except as modified in the following sections:

Article 2 of the Original Agreement, Compensation is amended to read as follows: “In 2021, the City shall pay to the Firm a fee of Two Thousand Two Forty Three Dollars and Forty-Four Cents (\$2,043.44) per month for January 2021 to May 2021 and Two Thousand Two Hundred Eight Dollars (\$2,208) per month for June 2021 to December 2021 for Services, including all proceedings in the Municipal Court and all appeals there from. This represents 10% of the salary and benefits of the assigned attorney, supervision, investigator services, and overhead expenses. One Hundred twenty Dollars (\$120.00) of each monthly payment is specifically designated as costs of investigator services.”

“In 2022, the City shall pay to the Firm a fee of Two Thousand Three Hundred Dollars Eighty-five Dollars (\$2,385) per month for January 2022 to December 2022 for Services, including all proceedings in the Municipal Court and all appeals there from. This represents 10% of the salary and benefits of the assigned attorney, supervision, investigator services, and overhead expenses. One Hundred twenty Dollars (\$120.00) of each monthly payment is specifically designated as costs of investigator services.”

Article 3 of the Original Agreement Term is amended to read as follows: “The term of this Agreement shall be from the later date of execution through midnight December 31, 2022, unless sooner terminated as provided in this Agreement, provided, this Agreement shall be automatically renewed for additional one year terms each year, unless sooner terminated as follows:”

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year written above.

CITY OF STANWOOD

SNOHOMISH COUNTY PUBLIC DEFENDER
ASSOCIATION

Elizabeth Callaghan, Mayor

Kathleen Kyle, Director

ATTEST/AUTHENTICATED:

Sara Robinson, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5d

DATE: June 10, 2021

SUBJECT: ILA with Snohomish County for Animal Control Transport Service

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – Proposed ILA

PURPOSE

The purpose of this agenda item is for Council consideration of an interlocal agreement with Snohomish County to provide Animal Control Transport Services.

BACKGROUND

The City has contracted with Snohomish County to provide animal control transport services for many years. This new five-year period for service includes transporting animals to the Everett Animal Shelter when the owner cannot be found. The contract is the same as the 2016-2020 ILA with the exception of the per transport cost increase

ANALYSIS

The cost of weekday, non-holiday transports is \$186 and weekend, holiday transports is \$494. Over the last five years, the City has paid approximately \$600 for services as animal control efforts typically find the owner of a lost pet.

Fiscal Impact			
The biennial budget includes a small allocation for animal control transport services			
Fund(s):	General Fund		
Amount:	\$ 200.00	Project Estimate:	\$ N/A
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends approval of the ILA for 2021-2025 with Snohomish County for animal control transport services

Committee/Board Recommendation: The Public Safety Committee reviewed the proposed ILA and supported the agreement

CITY COUNCIL OPTIONS

1. The City Council may authorize the Mayor to execute the ILA
2. The City Council may not authorize the Mayor to execute the ILA and direct staff to bring back other options for this service

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES FOR COMMENCING JANUARY 1, 2021 THROUGH DECEMBER 31, 2025.

**INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD
TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES**

This Interlocal Agreement Between Snohomish County And The City of Stanwood To Provide Animal Control Transport Services (the “Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Stanwood, a municipal corporation of the State of Washington (hereinafter the “City”).

RECITALS

- A.** The City’s geographical boundaries lie entirely within the County; and,
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,
- C.** The County, through the Snohomish County Auditor’s Office (hereinafter “Auditor”), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and,
- D.** RCW 39.34.080 authorizes a public agency to contract with any other public agency to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and,
- E.** The City wishes to retain and perform all animal control functions except animal transport to the Everett Animal Shelter; and,
- F.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such agreement, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

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

1. Animal Control Transport Services

- a. The County will provide the City with Animal Control Transport Services, rendering such services in the same matter, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services. "Authorized Persons" shall be: the City of Stanwood Animal Control Officer, the Mayor of Stanwood, the Stanwood Police Chief, Stanwood Police Officers, City of Stanwood City Clerk or the City of Stanwood City Administrator.
- c. Animal Control Transport Services shall include pick up and transport of dogs from a single pre-determined site maintained by the City, not at a private residence, to the Everett Animal Shelter.
- d. The Auditor or their designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or their designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

2. City Responsibilities

In support of the County providing services described in Section 1:

- a. The City shall provide all aspects of the animal control functions, except animal transport, to its citizens.
- b. The City shall maintain a contractual relationship with Snohomish County 911 for the provision of 911/radio dispatching services;
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.
- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

3. Term of Agreement

The term of this Agreement shall be for a period commencing on January 1, 2021, and continuing through December 31, 2025, unless terminated sooner as provided herein. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (1) been duly executed by both parties, and (2) filed with the County Auditor or posted on the County's Interlocal Agreements website.

4. Compensation

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of reimbursement to the County for Animal Control Transport Services for 2021 shall be:
 - i. 8:00 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A 2021 fee of \$186 for each call for service (numbered event). This fee is based on the direct cost to the County to respond to the average animal control related call for service based on mileage, hourly wage and benefits.
 - ii. 5:00 p.m. to 8:00 a.m., weekend, and holiday callouts. A 2021 fee of \$494 for each call for service (numbered event). This fee is based on the Snohomish County Animal Control Officers' labor contract, which requires that officers be paid a minimum of three (3) hours callout wage for these hours at time and one half, and on the direct costs to the County to provide for the average animal control related call for service.
- b. The fees listed in Section 4.a.i and 4.a.ii for 2021-2025 shall be calculated on an annual basis and any changes provided to the City by December 1 for the following year.
- c. The County shall invoice the City for all Animal Control Transport Services. Invoices will be mailed within ten (10) days of the last day of the previous month. The invoice will include a report detailing all Animal Control Transport Services provided under this Agreement, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
- d. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

5. Resources

Except as otherwise provided in this Agreement, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest

therein. All property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records

The County shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after expiration or termination of this Agreement. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

8. Notices

Any notice required or permitted to be given under this Agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Snohomish County Animal Services
Snohomish County Auditor's Office
3000 Rockefeller Avenue, M/S 306
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

Mayor
City of Stanwood
10220 270th Street
Stanwood, WA 98292

9. Hold Harmless/Indemnification/Defend

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Agreement, including claims by City employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this agreement, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this agreement that the City contracts by Interlocal Agreement with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Agreement makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements between Snohomish County and the City of Stanwood for police services or other services.
- d. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self- insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

a. Independent Contractor

The County will perform all Animal Control Transport Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

b. Legal Requirements.

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

c. No Third Party Beneficiary.

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

d. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability.

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

f. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

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

CITY OF STANWOOD

BY: _____

DATE:_____

Elizabeth Callaghan, Mayor

APPROVED AS TO FORM:

DATE:_____

_____ City Attorney

SNOHOMISH COUNTY

BY: _____

DATE: _____

Dave Somers, County Executive

RECOMMENDED FOR APPROVAL:

DATE:_____

Garth Fell, Snohomish County Auditor

APPROVED AS TO FORM:

DATE:_____

Sean Reay, Deputy Prosecuting Attorney

DATE:_____

Sheila Barker, Risk Manager



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: June 10, 2021

SUBJECT: Six-Year Transportation Improvement Plan 2022-2027
- Conduct Public Hearing
- Consider Adoption of Resolution 2021-03

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - RCW 35.77.010
B – Map of Project Locations
C – Project Cost Spreadsheet
D – CIP 2022-2027
E – 20 Year Comp Plan Transportation Cost Estimates
F – Resolution 2021-03 Six-year TIP 2022-2027

PURPOSE

The purpose of this agenda item is for Council's consideration and approval of Resolution 2021-03 (attachment F) the City of Stanwood Six-year Transportation Improvement Plan (TIP). The Council will open a Public Hearing to receive testimony regarding the proposed TIP and then consider approval of the resolution.

BACKGROUND

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) must be consistent with the adopted comprehensive plan and filed with the Washington Department of Transportation as well as the Puget Sound Regional Council.

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).

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. The following table is a summary of changes that will be made to the current Six-Year TIP.

SUMMARY OF CHANGES FOR 2022-2027

Proj. No.	STREET PROJECTS	CHANGE	REASON/DESCRIPTION
R13	276 th Street Overlay and ADA Ramps	REMOVED FROM TIP	Will be completed in 2021
R1	Sidewalk: 72nd Ave NW	PROJECT NAME	New Name: 72nd Ave NW Improvements
		PROJECT DESCRIPTION	New Description: SR532-276 th Street, Road improvements – including widening, intersections improvements, curb, gutter, sidewalk, and planter strips.
R2	80 th Ave Reconstruction & Widening with Calming Device	PROJECT DESCRIPTION	New Description: between approx. 276th St to north city limits. Road improvements including widening, intersection improvements, wrapping sidewalk around 283rd St., and curb, gutter, sidewalk and planter strip.

ANALYSIS

There are no budget impacts or costs 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).

RECOMMENDATIONS

Committee/Board Recommendation: The Six Year Transportation Improvement Plan was reviewed and discussed by the Public Works Committee on April 5 and May 3, 2021 and by full Council on May 13, 2021. Therefore, the recommendation is to hold a public hearing and adopt by resolution prior to the July deadline.

CITY COUNCIL OPTIONS

- 1) Hold the public hearing to take comments on the Six Year Transportation Improvement Plan 2022-2027 and approve Resolution 2021-03.

- 2) Do not hold the public hearing. Send this item back to staff and the Public Works Committee for additional information, review, and revision. RCW 35.77.010 requires cities to hold a public hearing and adopt a revised and extended comprehensive transportation program before July 1st of each year. The Six Year TIP must be filed with the secretary of transportation not more than thirty days after its adoption. The purpose of this RCW 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.

RECOMMENDED ACTION AND MOTION

OPEN A PUBLIC HEARING TO CONSIDER TESTIMONY REGARDING ADOPTING THE SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) 2022-2027

I MOVE TO ADOPT RESOLUTION 2021-03 THE CITY OF STANWOOD'S SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN 2022-2027

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-2	64th and SR532 Intersection Improvements
I-5	SR532 Hamilton Entrance Intersection Improvements
I-7	SR532 Ovenell Park Entrance and 106th Ave Bypass Roundabout
R-1	72nd Ave Improvements: SR532 to 276th St
R-2	80th Ave Reconstruction and Widening with Calming Device: 276th St to north city limits
R-5	101st Ave Reconstruction and Overlay: 271st St to 274th St
R-7	284th St Improvements: 80th Ave east to city limits
R-16	270th St and 271st St Improvements and mini roundabouts: 84th Ave to 102nd Ave

SIDEWALK PROJECTS - NMTP

Proj ID	Project Name
S-2	273rd Pl NW
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-22	Cedarhome Dr.
S-23	284th St NW (South)

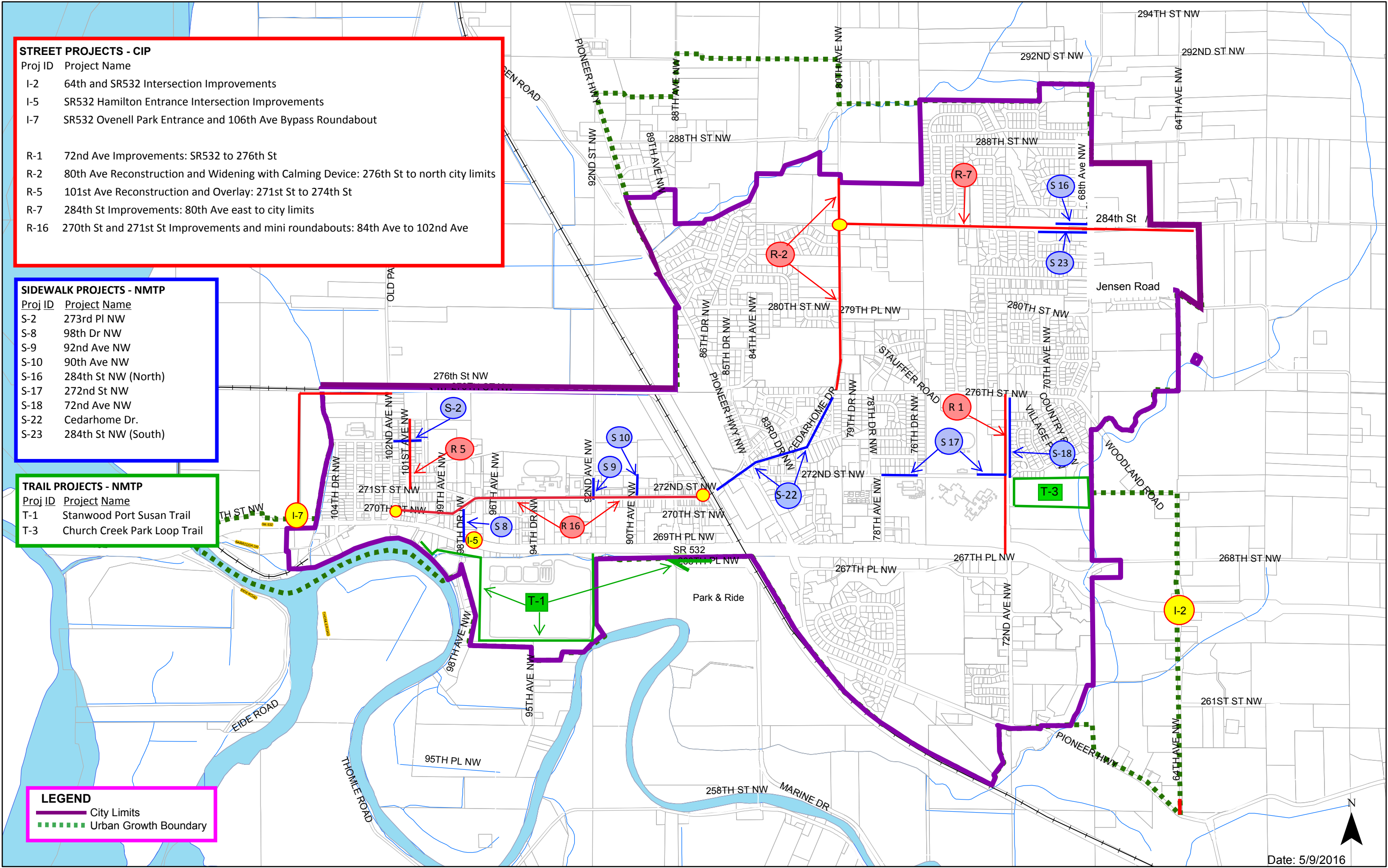
TRAIL PROJECTS - NMTP

Proj ID	Project Name
T-1	Stanwood Port Susan Trail
T-3	Church Creek Park Loop Trail

LEGEND

City Limits

Urban Growth Boundary



Priority No. / Proj No.	Transportation Capital Project		Funding	2022	2023	2024	2025	2026	2027	Fund Total
1 R-7	284th St Improvements		Other Grant Funding			\$ 622,000				\$ 622,000
	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 Street from 80th St NW east to city limits		Developer Funded							\$ -
			Local - City	\$ 500,000	\$ 744,000		\$ 4,354,000			\$ 5,598,000
			SUBTOTAL THIS PROJECT	\$ 500,000	\$ 744,000	\$ 622,000	\$ 4,354,000	\$ -	\$ -	\$ 6,220,000
2 S-9	Sidewalk: 92nd Ave NW		Other Grant Funding							\$ -
	PE	\$ 50,000	TBD Funds							\$ -
	ROW	\$ 50,000	WSDOT Funds							\$ -
	CN	\$ 100,000	TIB Grant Funding							\$ -
	TOTAL	\$ 200,000	PSRC/STP Funding							\$ -
	Comments: West side between north of 271st and 272nd		Developer Funded							\$ -
			Local - City	\$ 200,000						\$ 200,000
			SUBTOTAL THIS PROJECT	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
3 S-18	Sidewalk: 72nd Ave NW		Other Grant Funding							\$ -
	PE	\$ 25,000	TBD Funds							\$ -
	ROW	\$ 20,000	WSDOT Funds							\$ -
	CN	\$ 250,000	TIB Grant Funding							\$ -
	TOTAL	\$ 295,000	PSRC/STP Funding							\$ -
	Comments: Include curb, gutter and construct missing sidewalk panels from 272nd St - 276th St		Developer Funded							\$ -
			Local - City	\$ 45,000	\$ 250,000					\$ 295,000
			SUBTOTAL THIS PROJECT	\$ 45,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 295,000
4 S-2	Sidewalk: 273rd PI NW		Other Grant Funding							\$ -
	PE	\$ 28,742	TBD Funds							\$ -
	ROW	\$ 60,510	WSDOT Funds							\$ -
	CN	\$ 83,200	TIB Grant Funding							\$ -
	TOTAL	\$ 172,452	PSRC/STP Funding							\$ -
	Comments: Add sidewalk to the south side between 100th Ave and 102nd Ave		Developer Funded							\$ -
			Local - City	\$ 172,452						\$ 172,452
			SUBTOTAL THIS PROJECT	\$ 172,452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172,452
5 R-5	101st Ave Reconstruction & Overlay		Other Grant Funding - CDBG	\$ 660,000	\$ 1,980,000					\$ 2,640,000
	PE	\$ 660,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 1,980,000	TIB Grant Funding							\$ -
	TOTAL	\$ 2,640,000	PSRC/STP Funding							\$ -
	Comments: 101st Ave between 271st St and 274th St.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ 660,000	\$ 1,980,000	\$ -	\$ -	\$ -	\$ -	\$ 2,640,000

Priority No. / Proj No.	Transportation Capital Project		Funding	2022	2023	2024	2025	2026	2027	Fund Total
6	80th Ave Reconstruction & Widening with Calming Device		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 to north city limits. Road improvements including widening, intersection improvements, wrapping sidewalk around 283rd St., and curb, gutter, sidewalk and planter strip.		Developer Funded							\$ -
			Local - City	\$ 1,406,000	\$ 5,624,000					\$ 7,030,000
			SUBTOTAL THIS PROJECT	\$ 1,406,000	\$ 5,624,000	\$ -	\$ -	\$ -	\$ -	\$ 7,030,000
7	SR532 Ovenell Park Entrance and 106th Ave Bypass Roundabout		Other Grant Funding			\$ 700,000	\$ 2,470,000			\$ 3,170,000
I-7	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: 276th St from 102nd Ave to 106th Ave to SR532		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 330,000	\$ 700,000	\$ 2,470,000	\$ -	\$ -	\$ 3,500,000
8	72nd Ave Improvements		Other Grant Funding - SRTS							\$ -
R-1	PE	\$ 20,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 250,000	TIB Grant Funding							\$ -
	TOTAL	\$ 270,000	PSRC/STP Funding							\$ -
	Comments: SR532 - 276th St Road improvements, including widening, intersections improvements, curb, gutter, sidewalk, and planter strips.		Developer Funded							\$ -
			Local - City		\$ 270,000					\$ 270,000
			SUBTOTAL THIS PROJECT	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ 270,000
9	SR532 Hamilton Entrance Intersection		Other Grant Funding		\$ 525,000	\$ 275,000	\$ 2,700,000			\$ 3,500,000
I-5	PE	\$ 525,000	TBD Funds							\$ -
	ROW	\$ 275,000	WSDOT Funds							\$ -
	CN	\$ 2,700,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding							\$ -
	Comments: Sr532 to 98th Dr.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 525,000	\$ 275,000	\$ 2,700,000	\$ -	\$ -	\$ 3,500,000
10	Sidewalk: 272nd St NW		Other Grant Funding		\$ 20,000	\$ 250,000				\$ 270,000
S-17	PE	\$ 20,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 250,000	TIB Grant Funding							\$ -
	TOTAL	\$ 270,000	PSRC/STP Funding							\$ -
	Comments: North side between 72nd Ave and West of 78th Ave.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 20,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 270,000

Priority No. / Proj No.	Transportation Capital Project		Funding	2022	2023	2024	2025	2026	2027	Fund Total
11 S-16	Sidewalk: 284th St NW		Other Grant Funding							\$ -
	PE	\$ 30,980	TBD Funds							\$ -
	ROW	\$ 65,220	WSDOT Funds							\$ -
	CN	\$ 89,680	TIB Grant Funding							\$ -
	TOTAL	\$ 185,880	PSRC/STP Funding							\$ -
	Comments: Add sidewalk on north side between 68th St to 69th St		Developer Funded							\$ -
			Local - City			\$ 185,880				\$ 185,880
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 185,880	\$ -	\$ -	\$ -	\$ 185,880
12 S-10	Sidewalk: 90th Ave NW		Other Grant Funding							\$ -
	PE	\$ 20,814	TBD Funds							\$ -
	ROW	\$ 43,820	WSDOT Funds							\$ -
	CN	\$ 60,250	TIB Grant Funding							\$ -
	TOTAL	\$ 124,884	PSRC/STP Funding							\$ -
	Comments: Add sidewalk to west side of 90th between north of 271st St and 272nd St		Developer Funded							\$ -
			Local - City				\$ 124,884			\$ 124,884
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ 124,884	\$ -	\$ -	\$ 124,884
13 S-8	Sidewalk: 98th Dr. NW		Other Grant Funding							\$ -
	PE	\$ 20,540	TBD Funds							\$ -
	ROW	\$ 43,240	WSDOT Funds							\$ -
	CN	\$ 59,460	TIB Grant Funding							\$ -
	TOTAL	\$ 123,240	PSRC/STP Funding							\$ -
	Comments: Add sidewalk on east side of 98th Dr. between SR532 and 270th St		Developer Funded							\$ -
			Local - City			\$ 123,240				\$ 123,240
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 123,240	\$ -	\$ -	\$ -	\$ 123,240
14 S-23	Sidewalk: 284th St NW		Other Grant Funding							\$ -
	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
15 S-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

Priority No. / Proj No.	Transportation Capital Project		Funding	2022	2023	2024	2025	2026	2027	Fund Total
16	64th and SR532 Intersection		Other Grant Funding							\$ -
I-2	PE	\$ 525,000	TBD Funds							\$ -
	ROW		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
17	270th St and 271st St Improvements with mini roundabouts		Other Grant Funding						\$ 3,000,000	\$ 3,000,000
R-16	PE	\$ 200,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 3,000,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,200,000	PSRC/STP Funding							\$ -
	Comments: from 84th to 102nd Ave, widen sidewalks, add landscaping medians, add mini roundabouts on the east and west ends.		Developer Funded							\$ -
			Local - City						\$ 200,000	\$ 200,000
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000	\$ 3,200,000

TOTAL PROJECT COST ESTIMATE	\$ 2,983,452	\$ 9,743,000	\$ 2,342,000	\$ 9,648,884	\$ 714,612	\$ 6,700,000	\$ 32,131,948
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Other Grant Funding	\$ 660,000	\$ 2,525,000	\$ 1,847,000	\$ 5,170,000	\$ 714,612	\$ 3,000,000	\$ 13,916,612
TBD Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WSDOT Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000
TIB Grant Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PSRC/STP Funding	\$ -	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 330,000
Developer Funded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local - City	\$ 2,323,452	\$ 6,888,000	\$ 495,000	\$ 4,478,884	\$ -	\$ 200,000	\$ 14,385,336
TOTAL PROJECT COST ESTIMATE	\$ 2,983,452	\$ 9,743,000	\$ 2,342,000	\$ 9,648,884	\$ 714,612	\$ 6,700,000	\$ 32,131,948

City of Stanwood
Multi-Year Capital Project

Project:	80th Ave. Reconstruction	Project Overview:
Tracking Fund:	103 Street Construction	
Department:	Public Works	Widen and enhance 80th Avenue from 276th Street to City Limits
Project Manager:	Shawn Smith	Justification:
Year Identified:	2014	
Completion Year:	2025	Widen street and provide sidewalks on both sides for safe pedestrian/biking.
Strategic or Master Plan Reference:	TIP	Detailed Project Description:
Program Reference:	N/A	80th Avenue, from 276th St. to City Limits will be widened to the city's current standard and will include curb, gutter, planter strip and sidewalk on both sides. Much will be developer funded due to the large parcels that will develop in the future and build frontage improvements. This project includes traffic calming at the intersection of 284th, 280th and 276th, and also wrapping the sidewalks around 83rd St. Intersection studies will be necessary to determine feasibility.
Project Priority:	N/A	
Project Score:	N/A	
Asset Category:	Street	
Address/Location:	276th to City Limits	
Related Projects(s):	N/A	
add photo here		
		Operating Impacts:

[illegible]

Project Updates:

City of Stanwood
Multi-Year Capital Project

Project:	284th St. Reconstruction	Project Overview:
Tracking Fund:	103 Street Construction	
Department:	Public Works	Widen 284th Street from 80th Avenue to City Limits.
Project Manager:	Shawn Smith	Justification:
Year Identified:	2014	
Completion Year:	2026	Widen street and provide sidewalks on both sides for safe pedestrian/bicyclists.
Strategic or Master Plan Reference:	TIP	
Program Reference:	N/A	284th St., from 276th St. to City Limits, will be widened to the city's current standard and will include curb, gutter, planter strip and sidewalk on both sides. Much will be developer funded due to the large parcels that will develop in the future and build frontage improvements. This project includes traffic calming at the intersection of 284th St.
Project Priority:	N/A	
Project Score:	N/A	
Asset Category:	Streets	
Address/Location:	80th to City Limits	
Related Projects(s):	N/A	
add photo here		
		Operating Impacts:

[illegible]

Project Updates:

City of Stanwood
Multi-Year Capital Project

Project:	Annual Sidewalk Improvement	Project Overview:
Tracking Fund:	103 Street Construction	
Department:	Public Works	Sidewalk improvements on segments listed.
Project Manager:	Shawn Smith	Justification:
Year Identified:	Annual Maintenance	
Completion Year:	N/A	New and improve sidewalks for pedestrians and safe routes to school.
Strategic or Master Plan Reference:	TIP	Detailed Project Description:
Program Reference:	N/A	Additional sidewalks on one side of the street, filling in missing sections on alternating sides and ensuring safe
Project Priority:	N/A	walkways to school. Street sections are 92nd Ave between 271st and Heritage Park, 272nd St. between 72nd Ave
Project Score:	N/A	and 78th Ave., 273rd Pl. between 100th Pl and 102nd Ave., 98th Dr. between SR 532 and 270th, Cedarhome Dr.
Asset Category:	Streets	between the Viaduct and 276th St, 90th Ave between 271st and 272nd, and 72nd Ave. between 268th and 276th.
Address/Location:	Various	
Related Projects(s):	Sidewalks, Utilities	
		
		Operating Impacts:

[illegible]

Project Updates:

City of Stanwood
Multi-Year Capital Project

Project:	Annual Street Overlays	Project Overview: Overlay and ADA upgrades of street segments listed. Applying for annual TIB grants. Justification: Annual maintenance to city streets extend the useful life of the street Detailed Project Description: Asphalt overlay and ADA upgrades on 276th from 73rd to east city limits on Woodland Road. Grind and overlay asphalt with dig outs and reconstruction where needed and removal and replacement of ADA ramps at intersections that don't meet current standards . Asphalt overlay and ADA upgrades on 72nd Avenue from SR532 to Pioneer Highway. Grind and overlay asphalt with dig outs and reconstruction where needed and removal and replacement of ADA ramps at intersections that don't meet current standards . Asphalt overlay and ADA upgrades on 68th Avenue from 276th/Woodland north to city limits. Grind and overlay asphalt with dig outs and reconstruction where needed and removal and replacment of ADA ramps at intersections that don't meet current standards. Operating Impacts:
Tracking Fund:	103 Street Construction	
Department:	Public Works	
Project Manager:	Shawn Smith	
Year Identified:	Annual Maintenance	
Completion Year:	N/A	
Strategic or Master Plan Reference:	TIP	
Program Reference:	N/A	
Project Priority:	N/A	
Project Score:	N/A	
Asset Category:	Streets	
Address/Location:	Various	
Related Projects(s):	Sidewalks, Utilities	
add photo here		

[illegible]

Project Updates:

City of Stanwood
Multi-Year Capital Project

Project:	SR532 Intersection Improvements	Project Overview:
Tracking Fund:	103 Street Construction	
Department:	Public Works	Construct roundabout at SR532 Intersections and modify intersection at 102nd along with landscaped medians
Project Manager:	Shawn Smith	Justification:
Year Identified:	2021	Safety factor and traffic flow improvements
Completion Year:	2026	
Strategic or Master Plan Reference:	TIP	Detailed Project Description:
Program Reference:	N/A	Two roundabout installations are planned for the 98th access and the future Ovenell Park entrance along the SR532 corridor to improve traffic flow and reduce the number of accidents. Additionally, the existing intersection at 102nd Ave will be revised, along with landscaped medians to allow for right-in/right-out movements. Roundabouts will be utilized for vehicle who normally would make left turns; however, this is dangerous and the roundabout serves as a "u-turn" to access business located on the south side of SR 532.
Project Priority:	N/A	
Project Score:	N/A	
Asset Category:	Streets	
Address/Location:	Various on SR 532	
Related Projects(s):	106th Bypass	Project phasing: 2022-2023 will be design, engineering and permitting work for the Ovenell access roundabout 2024 will be construction of the Ovenell access roundabout 2025 will be design, engineering and permitting work for the 98th access roundabout 2026 will be construction of the 98th access roundabout Future improvements will include 102nd intersection modifications and landscaped medians along the SR532 corridor
		FUNDING SOURCES ARE PROPOSED TO BE TRANSPORTATION DEBT ISSUED WITH ANNUAL DEBT SERVICE PAYMENTS COVERED BY TRANSPORTATION BENEFIT DISTRICT (TBD) SALES TAX. SEE TBD CASHFLOW ANALYSIS
		Operating Impacts:
		Maintenance of roundabout middle sections which include landscaping, art features and wayfinding

Capital Budget	Previous Years	2020	2021	2022	2023	2024	2025	2026	2027	Total
Sources/Funding	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection		Overall Project Sources
Grant - TIB	\$ -	\$ -	\$ -	\$ 525,000	\$ -	\$ -	\$ 525,000	\$ -		\$ 1,050,000
Transfer In - from TBD	\$ -	\$ -	\$ -	\$ -	\$ 75,000					\$ 75,000
Transfer In - from Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ 200,000					
Debt-Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700,000		\$ 2,975,000		\$ 5,675,000
Total Sources	\$ -	\$ -	\$ -	\$ 525,000	\$ 275,000	\$ 2,700,000	\$ 525,000	\$ 2,975,000		\$ 7,000,000
Uses/Costs	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection		Overall Project Uses
Design, Engineering & Permitting	\$ -	\$ -	\$ -	\$ 525,000	\$ -	\$ -	\$ 525,000	\$ -		\$ 1,050,000
Acquisition & ROW	\$ -	\$ -	\$ -	\$ -	\$ 275,000	\$ -	\$ -	\$ -		\$ 275,000
Construction Schedule:										
Ovenell Access & 106th Roundabout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700,000	\$ -	\$ -		\$ 2,700,000
98th Access Roundabout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,975,000		\$ 2,975,000
Total Uses	\$ -	\$ -	\$ -	\$ 525,000	\$ 275,000	\$ 2,700,000	\$ 525,000	\$ 2,975,000		\$ 7,000,000
Capital Sources Over (Under) Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Project Updates:

City of Stanwood
Multi-Year Capital Project

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

Capital Budget	Previous Years	2020	2021	2022	2023	2024	2025	2026	2027	Total
Sources/Funding	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection		Overall Project Sources
Grant - TIB				\$ 330,000						\$ 330,000
Transfer in - from Impact Fees					\$ 200,000					\$ 200,000
Debt - Transportation					\$ 500,000	\$ 2,470,000				\$ 2,970,000
Total Sources	\$ -	\$ -	\$ -	\$ 330,000	\$ 700,000	\$ 2,470,000	\$ -	\$ -		\$ 3,500,000
Uses/Costs	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection		Overall Project Uses
Design, Engineering & Permitting	\$ -	\$ -	\$ -	\$ 330,000	\$ -	\$ -	\$ -	\$ -		\$ 330,000
Acquisition & ROW	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ -		\$ 700,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,470,000	\$ -	\$ -		\$ 2,470,000
Total Uses	\$ -	\$ -	\$ -	\$ 330,000	\$ 700,000	\$ 2,470,000	\$ -	\$ -		\$ 3,500,000
Capital Sources Over (Under) Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Project Updates:

**City of Stanwood
Multi-Year Capital Project**

Project:	101st Reconstruction	Project Overview:
Tracking Fund:	103 Street Construction	Reconstruct 101st Street with new sidewalk, drainage improvements and a new southwest access to Heritage Park Justification: Significant flooding and poor drainage system affecting multiple property owners Detailed Project Description: Project will identify existing ROW to allow for total reconstruction of 101st. Once ROW has been established a design will be drafted to include new sidewalk, road surface, drainage improvements, water line improvements and potential access to Heritage Park.

Capital Budget	Previous Years	2020	2021	2022	2023	2024	2025	2026	2027	Total
Sources/Funding	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection		Overall Project Sources
Grant-CDBG or SRTS	\$ -	\$ -	\$ 660,000	\$1,098,000	\$ -	\$ -	\$ -	\$ -		\$ 1,758,000
Transfer In - from Drainage Fund 411	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 250,000
Transfer In - from Water Fund 422	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -		\$ 750,000
Transfer In - from Sewer Fund 403	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -		\$ -
Total Sources	\$ -	\$ 250,000	\$ 660,000	\$1,848,000	\$ -	\$ -	\$ -	\$ -		\$ 2,758,000
Uses/Costs	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection		Overall Project Uses
Design, Engineering & Permitting	\$ -	\$ 250,000	\$ 660,000	\$ -		\$ -	\$ -	\$ -		\$ 910,000
Acquisition & ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Construction	\$ -	\$ -	\$ -	\$1,848,000	\$ -	\$ -	\$ -	\$ -		\$ 1,848,000
Total Uses	\$ -	\$ 250,000	\$ 660,000	\$1,848,000	\$ -	\$ -	\$ -	\$ -		\$ 2,758,000
Capital Sources Over (Under) Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Project Updates:

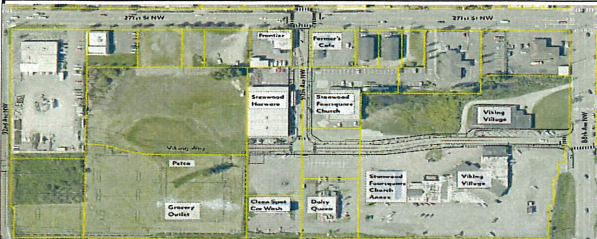
City of Stanwood
Multi-Year Capital Project

Project:	Main Street Improvements	Project Overview:
Tracking Fund:	103 Street Construction	
Department:	Public Works	Reconstruct and beautification of Main Street along 270th and 271st
Project Manager:	Shawn Smith	Justification:
Year Identified:	2021	
Completion Year:	2027	Safety and main street traffic flow
Strategic or Master Plan Reference:	TIP	Detailed Project Description:
Program Reference:	N/A	Streetscaping, landscaped medians, mini roundabouts, bike lane, wider sidewalks, cross walk improvements
Project Priority:	N/A	
Project Score:	N/A	FUNDING SOURCES ARE PROPOSED TO BE TRANSPORTATION DEBT ISSUED WITH ANNUAL DEBT SERVICE PAYMENTS COVERED BY TRANSPORTATION BENEFIT DISTRICT (TBD) SALES TAX. SEE TBD CASHFLOW ANALYSIS
Asset Category:	Street, Sidewalk, Utility	
Address/Location:	270th and 271st	
Related Projects(s):	City Beautification	
		Operating Impacts:

[illegible]

Project Updates:

City of Stanwood
Multi-Year Capital Project

Project:	Viking Way-90th Ave	Project Overview:
Tracking Fund:	103 Street Construction	
Department:	Public Works	Construct Viking Way and 90th Ave
Project Manager:	Shawn Smith	Justification:
Year Identified:	1980	Improve mobility through the local community, enhance driver safety at 92nd and provide an alternative to SR532
Completion Year:	2023	
Strategic or Master Plan Reference:	TIP	Detailed Project Description:
Program Reference:	N/A	Construct Viking Way from 88th Avenue to current end of Viking Way and construct 90th Avenue from Viking Way to 271st Street. Amenities includes new road, wide sidewalks with street trees, planters, benches, and utility improvements of water, sewer and storm drainage.
Project Priority:	N/A	
Project Score:	N/A	
Asset Category:	Street, Utilities	
Address/Location:	Viking Way-90th Ave	2021 Phase II of the project includes design of Viking Way to continue west through what is currently the PUD pole yard. Funding for the project comes from federal and state grants, utility funds and TBD sources. Once design has been completed and the ROW need identified, ROW negotiations and acquisition will take place. An additional grant through PSRC (perhaps RTCC) will be sought with a local match to purchase ROW. Once ROW is secured the construction phase will commence and an additional grant will be sought again through PSRC with a local match from TIF.
Related Projects(s):	N/A	
		
		Operating Impacts:

[illegible]

Project Updates:

City of Stanwood
Multi-Year Capital Project

Project:	Pioneer Hwy Main Line Replacement	Project Overview: Install new upsized sewer mains in Pioneer Highway along Fox Hill and from SR532 to the viaduct Justification: Increased capacity for future growth Detailed Project Description: One portion of this project replaces and upsizes 650 lineal feet of 8 inch sewer line to 15 inch along the northwest side of the Fox Hill development. The other portion replaces and upsizes the sewer main from SR532 to the viaduct. The third section replaces the pipe from 86th Dr. to the viaduct.
Tracking Fund:	403 Sewer	
Department:	Public Works - Wastewater	
Project Manager:	Shawn Smith	
Year Identified:	2019	
Completion Year:	2021	
Strategic or Master Plan Reference:	Sewer Master Plan	
Program Reference:	N/A	
Project Priority:	N/A	
Project Score:	N/A	
Asset Category:	Collection	
Address/Location:	Pioneer Hwy	
Related Projects(s):	N/A	
		Operating Impacts:

[illegible]

Project Updates:	
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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

RESOLUTION 2021-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD ADOPTING A COMPREHENSIVE SIX YEAR TRANSPORTATION IMPROVEMENT PLAN FOR THE YEARS 2022 THROUGH 2027

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Stanwood did prepare a Comprehensive Six Year Transportation Improvement Plan for 2022 through 2027; and

WHEREAS, pursuant to said law, the City Council of the City of Stanwood held a public hearing on the Comprehensive Six Year Transportation Improvement Plan on June 10, 2021; and

WHEREAS, notice of said hearing was published in the Stanwood Camano Newspaper on May 25, 2021.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD:

That the Comprehensive Transportation Improvement Plan, a true copy of which is attached hereto and incorporated by reference herein, is hereby adopted.

Be it further resolved that a copy of the Comprehensive Transportation Improvement Plan for the ensuing six years, together with a copy of this resolution, be filed with the Department of Transportation and the Puget Sound Regional Council of the State of Washington.

Upon the motion duly made and seconded, the foregoing resolution was unanimously passed by the City Council.

PASSED by the Stanwood City Council this 10th day of June, 2021.

CITY OF STANWOOD

Elizabeth Callaghan, Mayor

ATTEST:

Sara Robinson, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6b

DATE: June 10, 2021

SUBJECT: Water Use Efficiency Goals
- Conduct a Public Hearing
- Consider Approval of Resolution 2021-04

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – WAC 246-290-830 Water Use Efficiency Goal Setting
B – 2017-2019 Water Use Efficiency Reports
C – Resolution 2021-04 WUE Goals

PURPOSE

The purpose of this agenda item is for Council's consideration and approval of Resolution 2021-04 (attachment C) the City of Stanwood Water Use Efficiency (WUE) Goals. The Council will open a Public Hearing to allow the public and consumers to comment on the proposed WUE Goals and then consider approval of the resolution.

BACKGROUND

In September 2003, the Washington State Legislature passed the Municipal Water Supply – Efficiency Requirements Act, also known as the Municipal Water Law. The Municipal Water Law required the state to implement the WUE Rule. The intent of this rule is to help reduce the demand that growing communities, agriculture, and industry have placed on our state's water resources, and to better manage these resources for fish and other wildlife. Municipal water suppliers are obligated under the WUE Rule to enhance the efficient use of water by the system and/or its consumers.

The WUE Rule applies to all municipal water suppliers and requires suppliers to:

- Develop WUE goals through a public process and report annually on their performance;
- Maintain distribution system leakage at or below 10 percent of production;
- Meter all existing and new service connections;
- Collect production and consumption data, calculate distribution system leakage (DSL), and forecast demands;
- Evaluate WUE measures; and
- Implement a WUE program.

Per Washington Administrative Code (WAC) 246-290-830, WUE goals must be set through a public process and shall be evaluated and reestablished a minimum of every 6 years. The City's current WUE goals were adopted by the City on April 9, 2015. In the future, WUE goals

will be evaluated and reestablished during the water system planning process, or at minimum of every 6 years.

Based on the successful implementation of the current WUE program, the City has achieved both goals adopted in 2015 ahead of schedule. The 2015 goal on the customer demand side was to reduce the 4-year rolling average demand per equivalent unit (ERU) to 185 gallons per day (gpd) by 2035, which that goal was met in 2015 at 157 gpd. The goal for distribution side was to improve distribution system leakage (DSL) to 10 percent or less by 2035, which was achieved in 2018 at 6.8 percent.

The proposed goals and objectives of the City's WUE program consist of:

- Reduce the 4-year rolling average demand per equivalent residential unit (ERU) to 155 gpd by 2030; and
- Based on the 3-year rolling average, maintain the distribution leakage at or below the 10 percent of production, in accordance with the Department of Health's Water Use Efficiency Rule.

The City will achieve these goals and objectives through the implementation of the WUE program. Reducing DSL is a supply side goal that can be achieved through measures that will mainly be carried out by the City's Water Department or in coordination with other City departments. Reducing the demand per ERU is a demand side goal that can be achieved through carrying out measures that affect customers' water use.

ANALYSIS

There are no budget impacts or costs with adopting the proposed WUE Goals.

RECOMMENDATIONS

Committee/Board Recommendation: The Public Works Committee will have reviewed the proposed WUE Goals at their June 7, 2021 meeting; however, the recommendation has not been made prior to the council packet deadline.

CITY COUNCIL OPTIONS

1. Hold the public hearing to take comments on the proposed Water Use Efficiency Goals and approve Resolution 2021-04.
2. Hold the public hearing to allow the public and consumers to comment on the proposed WUE Goals. Send this item back to staff and the Public Works Committee for additional discussion per citizen comments.

RECOMMENDED ACTION AND MOTION

OPEN A PUBLIC HEARING TO ALLOW THE PUBLIC AND CONSUMERS TO COMMENT ON THE PROPOSED WATER USE EFFICIENCY GOALS.

I MOVE TO APPROVE RESOLUTION 2021-04 THE CITY OF STANWOOD WATER USE EFFICIENCY GOALS.

WAC 246-290-830 Water use efficiency goal setting. (1) The elected governing board or governing body of the public water system shall establish water use efficiency goals within one year of the effective date of this rule for systems serving one thousand or more total connections, and within two years of the effective date of this rule for systems serving less than one thousand total connections.

(2) Water use efficiency goals must be designed to enhance the efficient use of water by the water system's consumers.

(3) If a municipal water supplier determines that further reductions over current consumption levels are not reasonably achievable, the municipal water supplier shall provide justification that considers historic water use efficiency performance and investment and any other factors that support that determination. Justification must be provided in water use efficiency programs developed under WAC 246-290-810 and in water use efficiency performance reports developed under WAC 246-290-840.

(4) Municipal water suppliers must provide documentation when requested by the department and in water use efficiency programs developed under WAC 246-290-810 that demonstrates the following goal setting requirements have been met:

(a) Goals shall be set in a public forum that provides opportunity for consumers and the public to participate and comment on the water use efficiency goals;

(b) Public notice must occur at least two weeks prior to the public forum. Public notice must include the purpose, date, time, and place of the forum, and where materials supporting the rationale for the proposed goals can be reviewed;

(c) The elected governing board or governing body of the public water system shall review and consider all comments received;

(d) The following must be made available to the public for the purpose of fully documenting the basis for each goal:

(i) The information listed under WAC 246-290-810(4);

(ii) Annual water use efficiency performance reports prepared under WAC 246-290-840;

(iii) Water supply characteristics description in accordance with WAC 246-290-100 (4)(f)(iii)(B) or source description in accordance with WAC 246-290-105 (4)(f); and

(iv) A summary of the comments received and how they were considered.

(5) Existing public processes may be used if all requirements listed under subsection (4) of this section are met.

(6) Water use efficiency goals must include:

(a) Consideration of the system's forecasted demand and water supply characteristics;

(b) Measurable outcomes in terms of reduced or maintained water production or usage. Outcomes may be expressed on a per capita, per connection, total system, or other basis as deemed appropriate by the municipal water supplier;

(c) A schedule for achieving the water use efficiency goals; and

(d) Implementation schedule for each water use efficiency measure selected under WAC 246-290-810(4).

(7) The elected governing board or governing body of the public water system shall evaluate and reestablish water use efficiency goals following the process identified in subsection (4) of this section at least every six years for purveyors required to develop a small water system management program under WAC 246-290-105 or as part of develop-

ing or updating a water system plan for purveyors required to submit a water system plan under WAC 246-290-100.

(8) Water use efficiency goals may be changed at any time in accordance with subsection (4) of this section. Changes to goals must be identified in the next performance report.

(9) Water use efficiency programs must be modified if any water use efficiency goal is not met. Program modifications must be designed to achieve the system's water use efficiency goals.

[Statutory Authority: RCW 43.20.050 and 70.119A.080. WSR 17-01-062, § 246-290-830, filed 12/14/16, effective 1/14/17. Statutory Authority: RCW 70.119A.180. WSR 08-12-019, § 246-290-830, filed 5/28/08, effective 7/1/08; WSR 07-02-025B, § 246-290-830, filed 12/22/06, effective 1/22/07.]



Date Submitted: 6/21/2018

Water Use Efficiency Annual Performance Report - 2017

WS Name: STANWOOD WATER DEPT, CITY OF

Water System ID# : 83650

WS County: SNOHOMISH

Report submitted by: Gina Seegert

Meter Installation Information:

Estimate the percentage of metered connections: 100%

If not 100% metered – Did you submit a meter installation plan to DOH? No

Within your meter installation plan, what date did you commit to completing meter installation?

Current status of meter installation:

Production, Authorized Consumption, and Distribution System Leakage Information:

12-Month WUE Reporting Period 01/01/2017 To 12/31/2017

Incomplete or missing data for the year? No

If yes, explain:

Total Water Produced & Purchased (TP) – Annual volume gallons	321,000,000 gallons
Authorized Consumption (AC) – Annual Volume in gallons	288,000,000 gallons
Distribution System Leakage – Annual Volume TP – AC	33,000,000 gallons
Distribution System Leakage – DSL = $[(TP - AC) / TP] \times 100 \%$	10.3 %
3-year annual average - %	10.3 % 2015, 2016, 2017

Goal-Setting Information:

Enter the date of most recent public forum to establish WUE goal: 04/09/2015

Has goal been changed since last performance report? No

Note: Customer goal must be re-established every 6 years through a public process.

Customer WUE Goal (Demand Side):

To reduce the 4 year rolling average demand per ERU to 185 gpd by 2035 and to improve distribution system leakage to 10% or less by 2035.

Customer (Demand Side) Goal Progress:

The 4 year rolling average demand per ERU goal is set at 185 gpd. That goal has been met at 160 gpd.

Additional Information Regarding Supply and Demand Side WUE Efforts

The 3 year rolling average goal for the distribution system leakage is set at less than 10% by 2035. We are right now at 10.26%. We have installed meters to account for water loss from our water quality analyzers, and have come up with a form to document our annual water main flushing usage. Every month after meters are read, a list of high reads is generated and staff check customers meters for leaks. If a leak is indicated, the customer is informed.

Describe Progress in Reaching Goals:

- Estimate how much water you saved.
- Report progress toward meeting goals within your established timeframe.
- Identify any WUE measures you are currently implementing.
- If you established a goal to maintain a historic level (such as maintaining daily consumption at 65 gallons per person per day for the next two years) you must explain why you are unable to reduce water use below that level.

The following questions will help DOH better understand water usage, water resources management and drought response. The data will be used to provide technical assistance, not for regulatory purposes.

All questions are voluntary

Month	Date of Measurement	Static Water Level (feet below measuring point)	Dynamic Water Level (feet below measuring point)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Water Use Efficiency Annual Performance Report - 2018

WS Name: STANWOOD WATER DEPT CITY OF

Water System ID# : 83650

WS County: SNOHOMISH

Report submitted by: Gina Seegert

Meter Installation Information:

Estimate the percentage of metered connections: 100%

If not fully metered - Current status of meter installation:

Production, Authorized Consumption, and Distribution System Leakage Information:

12-Month WUE Reporting Period: 01/01/2018 To 12/31/2018

Incomplete or missing data for the year? No

If yes, explain:

Distribution System Leakage Summary:

Total Water Produced and Purchased (TP) – Annual Volume	304,000,000 gallons
Authorized Consumption (AC) – Annual Volume	284,000,000 gallons
Distribution System Leakage – Annual Volume TP – AC	20,000,000 gallons
Distribution System Leakage – Percent DSL = $[(TP - AC) / TP] \times 100$	6.6 %
3-year annual average	9.5 %

Goal-Setting Information:

Date of Most Recent Public Forum: 04/09/2015 Has goal been changed since last performance report? No

Note: Customer goal must be re-established every 6 years through a public process

WUE Goals:

Customer Goal (Demand Side):

To reduce the 4 year rolling average demand per ERU to 185 gpd by 2035 and to improve distribution system leakage to 10% or less by 2035.

Describe Progress in Reaching Goals:

Customer (Demand Side) Goal Progress:

The demand goal per ERU was set at 185 gpd. 2018 the demand per ERU was 164 gpd. The goal has been met and maintained.

Additional Information Regarding Supply and Demand Side WUE Efforts

Include any other information that describes how you and your customers use water efficiently:

Additional Information Regarding Supply and Demand Side WUE Efforts

The 3 year rolling average goal for the distribution system leakage is set at less than 10% by 2035. We are right now at 10.26%. We have installed meters to account for water loss from our water quality analyzers, and have come up with a form to document our annual water main flushing usage. Every month after meters are read, a list of high reads is generated and staff check customers meters for leaks. If a leak is indicated, the customer is informed.

Describe Progress in Reaching Goals:

- Estimate how much water you saved.
- Report progress toward meeting goals within your established timeframe.
- Identify any WUE measures you are currently implementing.
- If you established a goal to maintain a historic level (such as maintaining daily consumption at 65 gallons per person per day for the next two years) you must explain why you are unable to reduce water use below that level.

The following questions will help DOH better understand water usage, water resources management and drought response. The data will be used to provide technical assistance, not for regulatory purposes.

All questions are voluntary

Month	Date of Measurement	Static Water Level (feet below measuring point)	Dynamic Water Level (feet below measuring point)
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Water Use Efficiency Annual Performance Report - 2019

WS Name: STANWOOD WATER DEPT CITY OF

Water System ID#: 83650 WS County: SNOHOMISH

Report submitted by: Gina Seegert

Meter Installation Information:

Estimate the percentage of metered connections: 100%

If not 100% metered – Did you submit a meter installation plan to DOH? No

Within your meter installation plan, what date did you commit to completing meter installation?

Current status of meter installation:

Production, Authorized Consumption, and Distribution System Leakage Information:

12-Month WUE Reporting Period 01/01/2019 To 12/31/2019

Incomplete or missing data for the year? No

If yes, explain:

Total Water Produced & Purchased (TP) – Annual volume gallons	295,000,000 gallons
Authorized Consumption (AC) – Annual Volume in gallons	267,000,000 gallons
Distribution System Leakage – Annual Volume TP – AC	28,000,000 gallons
Distribution System Leakage – DSL = $[(TP - AC) / TP] \times 100 \%$	9.5 %
3-year annual average - %	8.8 % 2017, 2018, 2019

Goal-Setting Information:

Enter the date of most recent public forum to establish WUE goal: 04/09/2015

Has goal been changed since last performance report? No

Note: Customer goal must be re-established every 6 years through a public process.

Customer WUE Goal (Demand Side):

To reduce the 4 year rolling average demand per ERU to 185 gpd by 2035 and to improve distribution system leakage to 10% or less by 2035.

Customer (Demand Side) Goal Progress:

The goal is to reduce the four year rolling average demand per ERU to 185 gpd. The four year rolling average for 2016-2019 is 160 gpd. We notify customers of unusually high meter reads and inform them to investigate for a leak and make repairs in a timely manner.

Additional Information Regarding Supply and Demand Side WUE Efforts

The goal is to reduce the three year rolling average for distribution leakage and unaccounted water loss to less than 10% by 2035. Our three year rolling average for 2017-2019 is 8.8%. We meter all water used for construction and other authorized usage, and we repair leaks in a timely manner.

Describe Progress in Reaching Goals:

- Estimate how much water you saved.
- Report progress toward meeting goals within your established timeframe.
- Identify any WUE measures you are currently implementing.
- If you established a goal to maintain a historic level (such as maintaining daily consumption at 65 gallons per person per day for the next two years) you must explain why you are unable to reduce water use below that level.

The following questions will help DOH better understand water usage, water resources management and drought response. The data will be used to provide technical assistance, not for regulatory purposes.

All questions are voluntary

Month	Date of Measurement	Static Water Level (feet below measuring point)	Dynamic Water Level (feet below measuring point)
January			
February			
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August			
September			
October			
November			
December			

City of Stanwood

RESOLUTION 2021-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD
ADOPTING WATER USE EFFICIENCY GOALS**

WHEREAS, pursuant to the requirements of WAC 246-290-830 Water use efficiency goal setting, the City of Stanwood did establish Water Use Efficiency Goals on April 9, 2015; and

WHEREAS, pursuant to the requirements of WAC 246-290-830 the Water Use Efficiency Goals must be set through a public process and shall be evaluated and reestablished a minimum of every 6 years; and

WHEREAS, pursuant to the requirements of WAC 246-290-830 (6) Water Use Efficiency Goals must include consideration of the system's forecasted demand and water supply characteristics, measurable outcomes, a schedule for achieving the WUE goals, implementation schedule for each WUE Goal; and

WHEREAS, based on the successful implementation of the current WUE program, the City of Stanwood has achieved both goals adopted in 2015 ahead of schedule. The 2015 goal on the customer demand side was to reduce the 4-year rolling average demand per equivalent unit (ERU) to 185 gallons per day (gpd) by 2035, which that goal was met in 2015 at 157 gpd. The goal for distribution side was to improve distribution system leakage (DSL) to 10 percent or less by 2035, which was achieved in 2018 at 6.8 percent; and

WHEREAS, the Public Works Committee reviewed the Water Use Efficiency Goals at their June 7, 2021 meeting; and

WHEREAS, the City Council of the City of Stanwood did hold a public hearing on the Water Use Efficiency Goals on June 10, 2021; and

WHEREAS, notice of said hearing was published in the Stanwood Camano Newspaper on June 1, 2021.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD:

That the Water Use Efficiency Goals, a true copy of which is attached hereto and incorporated by reference herein, is hereby adopted.

Upon the motion duly made and seconded, the foregoing resolution was unanimously passed by the City Council.

PASSED by the Stanwood City Council this 10th day of June, 2021.

CITY OF STANWOOD

Elizabeth Callaghan, Mayor

ATTEST:

Sara Robinson, City Clerk

**CITY OF STANWOOD
WATER USE EFFICIENCY GOALS
2021-2027**

1. Reduce the 4-year rolling average demand per equivalent residential unit (ERU) to 155 gpd by 2030.
2. Based on the 3-year rolling average, maintain the distribution leakage at or below the 10 percent of production, in accordance with the Department of Health's Water Use Efficiency Rule.