

1. Agenda

Documents:

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2. Meeting Materials

Documents:

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[7B SALARY COMMISSION.PDF](#)

[7C WASTE MANAGEMENT RATES.PDF](#)

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AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, June 14, 2018 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATION**
 - a. Skagit STEM Girls Tech Event
- 5. CITIZEN COMMENTS**
- 6. INTERVIEW APPLICANTS FOR COUNCIL VACANCY**
- 7. STAFF REPORTS**
 - a. Public Works Monthly Report – April 2018
 - b. Salary Commission Meeting Minutes and Decision Letter – June 4, 2018
 - c. Waste Management 2018 Rates
- 8. COMMITTEE REPORTS**
 - a. Community Development
 - b. Finance
 - c. Public Safety
- 9. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve May 24, 2018 Regular Meeting Minutes
 - c. Special Event Permit – National Night Out Against Crime
 - d. Authorize the mayor to sign ILA with City of Marysville for outdoor video services for Movies in the Park
- 10. OLD BUSINESS**
 - a. Ordinance 1456 – Retail Marijuana Rules, First and Second Reading and Final Adoption
- 11. PUBLIC HEARING**
 - a. To Hear Public Testimony regarding the Six Year Transportation Improvement Plan
 - i. Resolution 2018-12, Six Year Transportation Improvement Plan 2019-2024
- 12. NEW BUSINESS**
 - a. Authorize the mayor to renew IT contract with Snohomish County IT
 - b. Authorize the mayor to sign the Shoreline Grant Agreement with the Department of Ecology and adopt Resolution 2018-14 Establishing Public Involvement Process
- 13. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 14. CITIZEN CLOSING COMMENTS**
- 15. ADJOURN TO EXECUTIVE SESSION TO EVALUATE THE QUALIFICATIONS OF A CANDIDATE FOR APPOINTMENT TO ELECTIVE OFFICE [RCW 42.30.110(1)(H)] AND PROPERTY ACQUISITION [RCW 42.30.110(c)]**
- 16. ADJOURN**

Upcoming Meetings:

June 28, 2018 Regular Meeting
July 12, 2018 Regular Meeting



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: June 14, 2018

SUBJECT: Public Works Monthly Report – April 2018

CONTACT PERSON: Lisa Sokolik, Administrative Assistant

ATTACHMENTS: A – April Activity Reports

SUMMARY STATEMENT

The attached information shows tasks and activities associated with operations in the Public Works Department for the month of April 2018. This report includes the following:

- Water production
- Leak repairs
- Wastewater Treatment Plant testing and efficiency
- Work requested and completed in the Parks, Street, Drainage, and Buildings and Grounds divisions
- Volunteer hours
- Waste Management activity



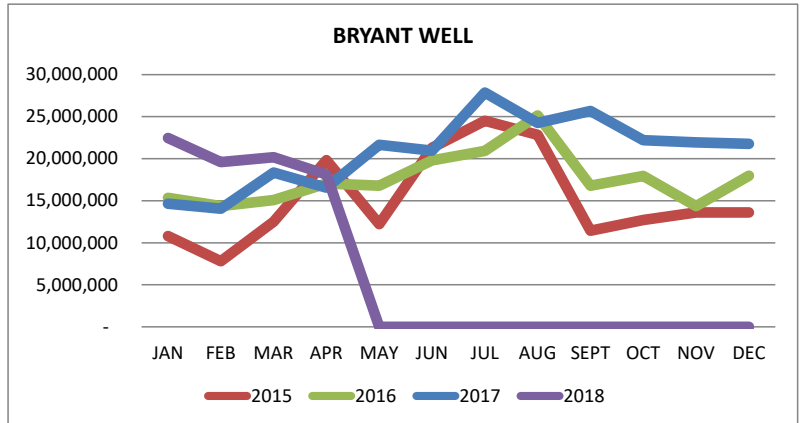
WELL PRODUCTION for 2018

MONTH	BRYANT WELL FIELD TREATMENT PLANT		CEDARHOME WELL		TOTAL PRODUCED	FLUSHES GALLONS	MISC. AUTHORIZED USAGE	UNACCOUNTED FOR WATER in GALLONS	LEAK LOCATIONS	HRS TO FIX	Cedarhome Well Rainfall inches
	RUN TIME HOURS	GALLONS PRODUCTION	RUN TIME HOURS	GALLONS PRODUCTION							
JAN	317	22,466,000	0	-	22,466,000	1,000,000	39,699	-2,271,367			12.4
FEB	296	19,596,000	0		19,596,000	2,000,000	26,031	3,389,419			14.4
MAR	308	20,187,000	101	3,259,000	23,446,000	3,000,000	46,130	-2,417,597	271st St, Florence Rd, 72nd Ave	42	4.95
APR	272	18,125,000	217	8,049,000	26,174,000	5,200,000	54,264	6,848,569	104th Dr., 271 St.		7.5
MAY					-			0			
JUN					-			0			
JUL					-			0			
AUG					-			0			
SEP				-	-			0			
OCT				-	-			0			
NOV					-			0			
DEC					-			0			
TOTALS	1193	80,374,000	318	11,308,000	91,682,000	11,200,000	166,124	5,549,025		42	39.25

CITY OF STANWOOD - Production Past 4 Years

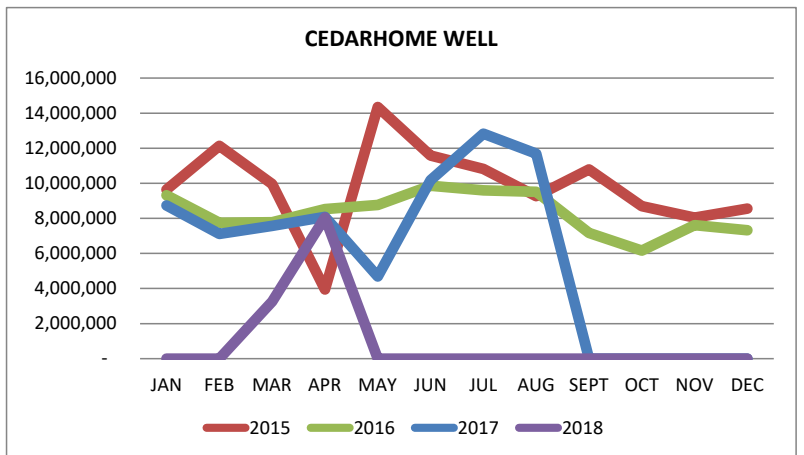
BRYANT WELL

	2015	2016	2017	2018
JAN	10,808,000	15,341,000	14,657,000	22,466,000
FEB	7,806,000	14,366,000	14,054,000	19,596,000
MAR	12,520,000	15,081,000	18,362,000	20,187,000
APR	19,825,000	17,062,000	16,567,000	18,125,000
MAY	12,209,000	16,799,000	21,656,000	-
JUN	21,291,000	19,791,000	20,950,000	-
JUL	24,512,000	20,936,000	27,868,000	-
AUG	22,841,000	25,141,000	24,262,000	-
SEPT	11,430,000	16,796,000	25,681,000	-
OCT	12,696,000	17,937,000	22,204,000	-
NOV	13,604,000	14,367,000	21,933,000	-
DEC	13,616,000	17,983,000	21,760,000	-
TOTAL	183,158,000	211,600,000	249,954,000	80,374,000



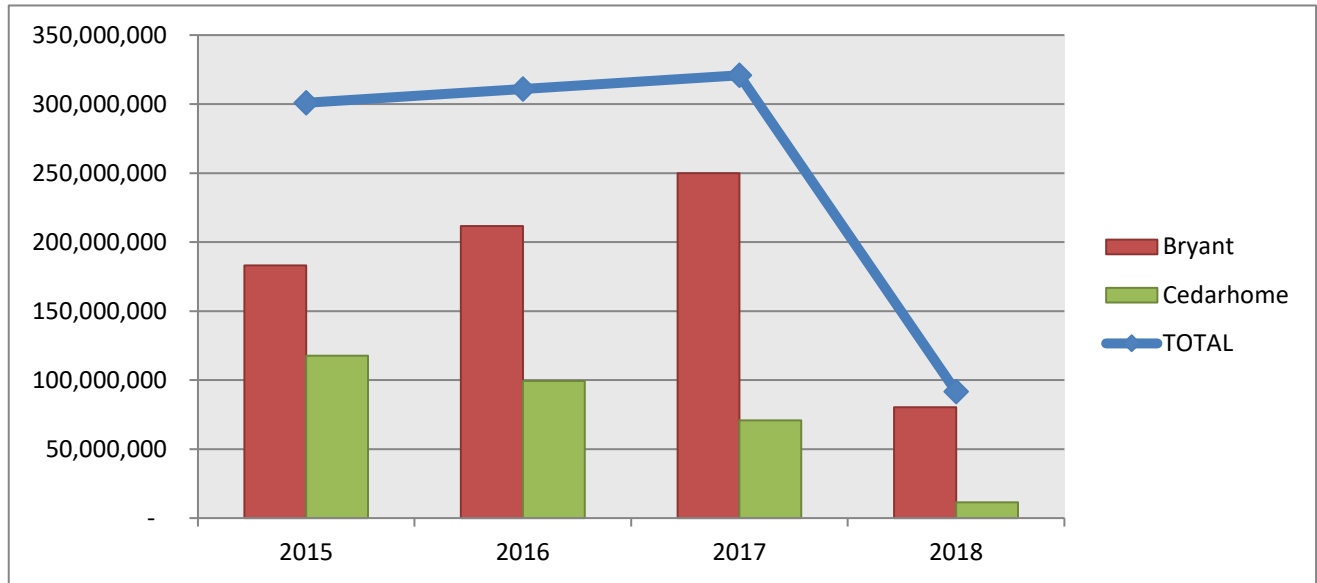
CEDARHOME WELL

	2015	2016	2017	2018
JAN	9,634,000	9,320,000	8,735,000	-
FEB	12,138,000	7,757,000	7,120,000	-
MAR	9,954,000	7,784,000	7,569,000	3,259,000
APR	3,944,000	8,526,000	8,081,000	8,049,000
MAY	14,349,000	8,771,000	4,683,000	-
JUN	11,574,000	9,859,000	10,183,000	-
JUL	10,820,000	9,602,000	12,828,000	-
AUG	9,266,000	9,515,000	11,696,000	-
SEPT	10,790,000	7,170,000	-	-
OCT	8,692,000	6,162,000	-	-
NOV	8,046,000	7,610,000	-	-
DEC	8,551,000	7,320,000	-	-
TOTAL	117,758,000	99,396,000	70,895,000	11,308,000

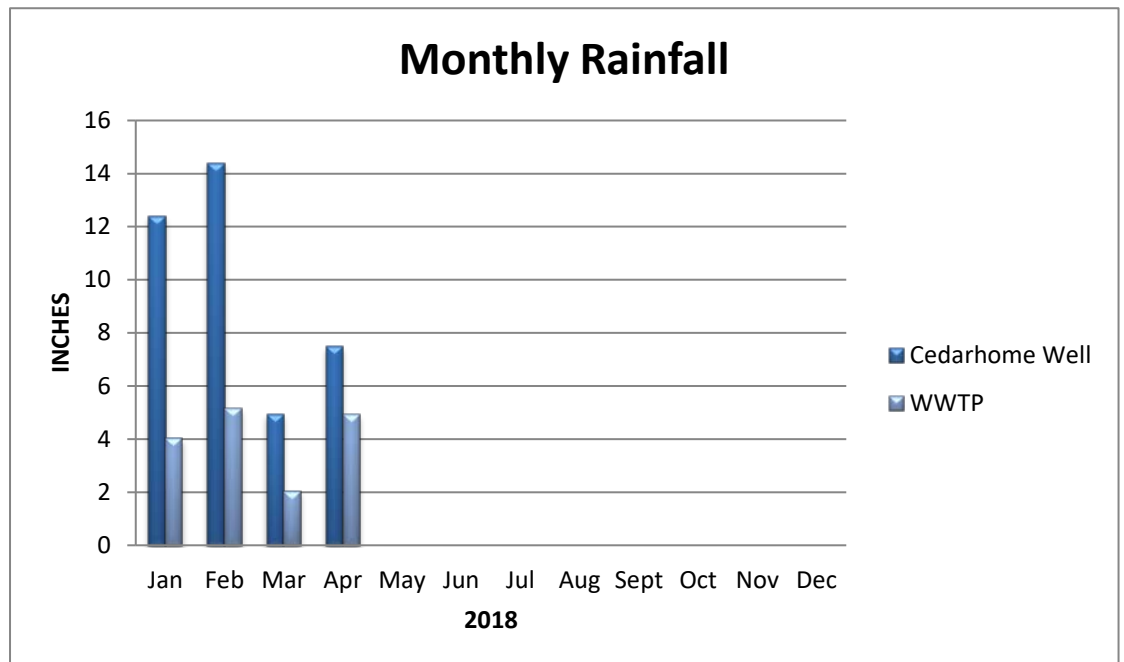


Annual Water Supply Comparison Bryant Well vs. Cedarhome Well

	2015	2016	2017	2018
Bryant	183,158,000	211,600,000	249,954,000	80,374,000
Cedarhome	117,758,000	99,396,000	70,895,000	11,308,000
TOTAL	300,916,000	310,996,000	320,849,000	91,682,000



	<i>Cedarhome Well</i>	<i>WWTP</i>
Jan	12.4	4.04
Feb	14.4	5.16
Mar	4.95	2.05
Apr	7.5	4.92
May	0	0
Jun	0	0
Jul	0	0
Aug	0	0
Sept	0	0
Oct	0	0
Nov	0	0
Dec	0	0
TOTAL	39.25	16.17



**CITY of STANWOOD
Wastewater Treatment Plant
Operational Report 2017 - 2018**

	INFLUENT FLOW				TOTAL Rainfall	EFFLUENT PH 6.0 - 9.0			BIOLOGICAL OXYGEN DEMAND Range allowed > 85%	Avg Suspended Solids Range allowed > 85%	Effluent Temp C*			Fecal Coliform	
MONTH	Total (MG)	Avg (MGD)	High (MGD)	Low (MGD)		Inches	Low PH	High PH	Avg	Avg % Reduction	Avg % Reduction	Low	High	Avg	GEM 200/100 ml
Jan-17	18.01	0.58	0.85	0.50	1.41	7.27	7.51	7.36	99	99	11.4	13.8	12.62	3	6
Feb-17	17.42	0.62	0.83	0.51	2.01	7.21	7.42	7.36	98	95	11.7	14.0	12.63	3	4
Mar-17	24.20	0.78	1.02	0.58	4.65	7.28	7.45	7.38	99	98	12.3	14.7	13.68	4	6
Apr-17	18.33	0.61	0.78	0.53	2.69	7.30	7.44	7.37	99	98	14.8	16.5	15.70	6	6
May-17	17.02	0.55	0.71	0.44	2.13	7.20	7.47	7.35	99	98	15.8	20.1	18.00	4	5
Jun-17	14.22	0.47	0.55	0.44	0.8	6.92	7.50	7.31	99	99	19.2	21.4	20.14	5	13
Jul-17	13.16	0.42	0.45	0.39	0	7.39	7.73	7.59	99	99	21.2	23.1	22.05	2	2
Aug-17	12.84	0.41	0.43	0.40	0.13	7.42	7.69	7.60	99	99	21.9	23.3	22.40	5	11
Sep-17	12.68	0.42	0.48	0.38	0.9	7.45	7.60	7.53	99	99	20.2	22.8	21.58	4	5
Oct-17	14.68	0.47	0.61	0.41	2.96	7.46	7.74	7.57	99	98	17.6	20.8	19.03	4	10
Nov-17	20.08	0.67	1.02	0.45	5.92	7.32	7.68	7.52	99	99	15.6	17.5	16.44	3	4
Dec-17	20.57	0.66	1.15	0.50	2.52	7.29	7.61	7.51	99	98	13.4	15.3	14.33	2	3

[illegible]

2018 ROW Division - Building & Grounds, Streets, Parks and Drainage

BLDG & GROUNDS: Hours per Facility				
	City Hall	Library	Police & Fire	PW & WWTP
Jan-17	18	6	10	12
Feb-17	9	2	11	16
Mar-17	20	8	9	14
Apr-17	16	10	5	9
May-17				
Jun-17				
Jul-17				
Aug-17				
Sep-17				
Oct-17				
Nov-17				
Dec-17				
TOTAL	63	26	35	51

STREETS: Hours						Special Event Set Up HRS
Citizen Request	SIGNS <i>repair/maint</i>	PAINT <i>crosswalks</i>	POTHOLES	Mow & Weed	BANNERS	
8	31	0	44	34	0	0
2	32	0	7	0	1	1
4	8	6	13	18	4	4
3	16	8	6	30	5	7
17	87	14	70	82	10	12

PARKS									
	# Citizen Requests	Church Creek RSVPs	Picnic Shelter Fees Collected	Other Facility Rental Fees	Vandalism # times	Mow & Weed HRS	Infield HRS	Field Use Fees Collected	Volunteer Work-in Kind
Jan-17	1	0	\$ -	\$ 52.50	12	0	0	\$ 90.00	\$ -
Feb-17	0	0	\$ -	\$ 25.00	7	0	0	\$ -	\$ -
Mar-17	0	0	\$ 40.00	\$ 52.50	8	35	15	\$ 7,235.00	\$ -
Apr-17	0	0	\$ 130.00	\$ -	3	31	14	\$ -	\$ -
May-17									
Jun-17									
Jul-17									
Aug-17									
Sep-17									
Oct-17									
Nov-17									
Dec-17									
TOTAL	1	0	\$ 170.00	\$ 130.00	30	66	29	\$ 7,325.00	\$ -
Total Fees Collected								\$7,625.00	

[illegible]

DRAINAGE ISSUES			
	Address & Issue	Response	HRS
Jan	Homeless shelter needed to be cleaned up at Irvine Slough		3
Feb-Apr	none		0
TOTAL			3

TOTAL	3
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City of Stanwood

Container Counts - April 2018

Residential

Qty	Service Description
1	RECYCLE BINS RS
92	20 GAL CART MSW
24	1-20 GAL MINI CAN MSW
57	32 GAL CAN MSW EOW
41	32 GAL CAN MSW 1X MO
257	1-32 GAL CAN MSW
48	2-32 GAL CANS MSW
6	3-32 GAL CANS MSW
4	4-32 GAL CANS MSW
6	6-32 GAL CANS MSW
1118	1-96 GAL CART YDW
11	2-96 GAL CARTS YDW
764	1-35 GAL CART MSW
412	1-64 GAL CART MSW
2	2-64 GAL CARTS MSW
94	1-96 GAL CART MSW
344	1-35 GAL CART RCY
257	1-64 GAL CART RCY
1182	1-96 GAL CART RCY
4720	

Multifamily

Qty	Service Description
15	64 GAL CART MULTIFAMILY PAPER
1	1-3 YD 1X PER WEEK
2	2-64 GAL CARTS MSW
18	

Roll Off

Qty	Service Description
3	20 YD ROLLOFF
1	20 YD ROLLOFF TEMPORARY
1	30 YD RECYCLE TEMPORARY
3	30 YD COMPACTOR
3	30 YD ROLLOFF
11	

Commercial

Qty	Service Description
12	64 GAL CART PAPER
2	64 GAL CART TAG
4	64 GAL CART RCY 1X WK
5	96 GAL CART YDW
2	96 GAL CART RCY 1X MO
2	96 GAL CART RCY 1X WK
2	1-96 GAL FOOD WASTE CART 1X WK
1	6 YD OCC 1X WK
19	1-32 GAL CAN MSW
9	1-96 GAL CART MSW
2	1-64 GAL CART SINGLE STREAM RCY
23	1-96 GAL CART SINGLE STREAM RCY
5	1-1 YD SINGLE STREAM RCY
8	1-2 YD SINGLE STREAM RCY
6	1-3 YD SINGLE STREAM RCY
11	1-4 YD SINGLE STREAM RCY
1	1-1.5 YD SINGLE STREAM RCY
3	1-6 YD SINGLE STREAM RCY
2	1-8 YD SINGLE STREAM RCY
1	1 YD RCY EOW
5	1 YD RCY 1X WK
47	1-1 YD 1X PER WEEK
27	1-2 YD 1X PER WEEK
1	1-2 YD 2X PER WEEK
13	1-3 YD 1X PER WEEK
3	1-3 YD 2X PER WEEK
29	1-4 YD 1X PER WEEK
8	1-4 YD 2X PER WEEK
1	1-4 YD 3X PER WEEK
16	1-1.5 YD 1X PER WEEK
5	1-6 YD 1X PER WEEK
4	1-6 YD 2X PER WEEK
6	1-6 YD 3X PER WEEK
2	1-8 YD 1X PER WEEK
1	1-8 YD 2X PER WEEK
1	1-8 YD 3X PER WEEK
4	2-32 GAL CANS MSW
5	2-96 GAL CART SINGLE STREAM RCY
1	2 YD RCY EOW
3	2 YD RCY 1X WK
1	2 YD RCY 2X WK
2	2-2 YD 2X PER WEEK
2	2-3 YD 3X PER WEEK
2	2-4 YD 1X PER WEEK
2	2-6 YD 1X PER WEEK
2	2-6 YD 5X PER WEEK
6	3-32 GAL CANS MSW
3	3-96 GAL CARTS MSW
6	3-96 GAL CART SINGLE STREAM RCY
2	3 YD RCY 1X WK
3	3-6 YD 3X PER WEEK
6	4 YD RCY 1X WK
1	6 YD RCY 1X WK
1	6 YD RCY 2X WK
1	8 YD RCY 3X WK
342	

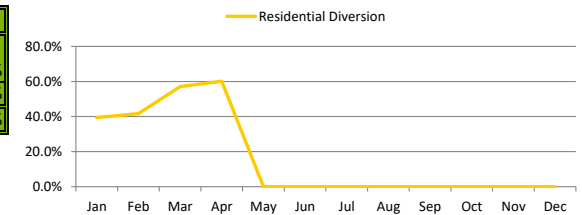
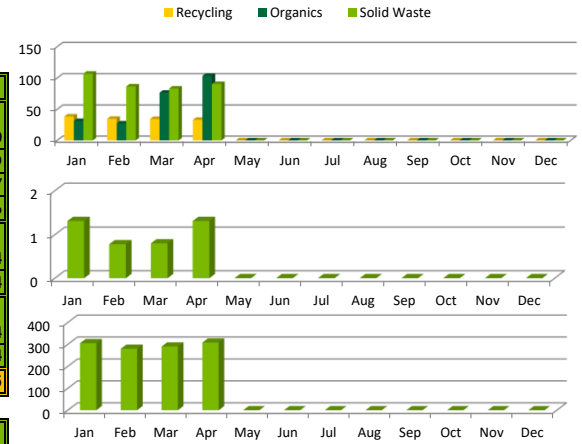
City of Stanwood
Franchise Waste Stream Summary
2018

Waste Stream (Tons Collected)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Residential													
Recycling	38	35	34	33									140
Organics	31	27	77	104									239
Solid Waste	107	87	83	91									367
Total	177	149	194	227									746
Multifamily													
Solid Waste	1	1	1	1									4
Total	1	1	1	1									4
Commercial													
Solid Waste	305	280	290	308									1,184
Total	305	280	290	308									1,184
Total Waste Stream	483	429	485	537									1,935

Participation Statistics	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Residential Curbside Recycling													
Average Set-Out %	100.0%	100.0%	100.0%	100.0%									100.0%
Average Lbs. Per Set-out	22	19	19	18									20
Residential Organics													
Average Set-Out %	100.0%	100.0%	100.0%	99.9%									100.0%
Average Lbs. Per Set-out	15	17	35	62									32
Residential Solid Waste													
Average Set-Out %	100.0%	100.0%	100.0%	100.0%									100.0%
Average Lbs. Per Set-out	25	25	24	28									26

Waste Stream Diversions	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Residential													
Recycling	21.8%	23.4%	17.7%	14.6%									18.8%
Organics	17.6%	18.4%	39.5%	45.6%									32.0%
Total Diversion	39.4%	41.7%	57.1%	60.1%									50.8%

Customer Counts	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Residential												
Solid Waste	1,742	1,752	1,761	1,760								
Recycling	1,747	1,757	1,767	1,766								
Organics	1,031	1,041	1,071	1,104								
Multifamily												
Solid Waste	1	1	1	1								
Solid Waste Roll Off	0	1	1	1								
Commercial												
Solid Waste	198	199	200	200								
Solid Waste Roll Off	10	14	9	10								



City of Stanwood

Recycle Composition

2018

Recycle Composition (tons collected)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
Newspaper	9	7	7	8									31
Mix Paper	7	5	5	5									22
OCC	10	10	10	9									38
Aluminum	0	0	0	0									1
Glass	8	6	5	6									25
PET	1	1	1	1									3
HDPE Natl	0	0	0	0									1
HDPE Col	0	0	0	0									1
#3 - 7	0	0	0	0									1
Plastic Film	0	0	0	0									0
Tin Cans	1	1	0	0									2
Scrap Metal	0	0	0	0									2
Residue	3	4	4	4									15
Total Recycled Tonnage	38	35	34	33									140

Tonnages calculated are based on the total percentage of all recyclables brought to the Cascade Recycling Center. The tonnages above are calculated by multiplying the total percentage of recyclables by the total tons of recycling collected in the City of Stanwood.

City of Stanwood
Customer Inquiries
2018

Residential Customers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
CAD - Complaint about Driver	1	0		2									3
CID - (non MPU) repeat problem													0
CNT - Container not delivered			1										1
DAM - Damage													0
DCM - Driver Compliment			2										2
FEE - Fee Complaint													0
GLK - Gates and/or Locks													0
INJ - Injury													0
LID - Lids not Closed													0
MPC - Misplaced Can													0
MPU - Missed Pickup				2									2
NCM - Non-Driver Compliment													0
NOC - No communication between WM & Customer													0
RPC - Repeat missed pickup - customer identified			1										1
SEQ - Operating Vehicle Unsafely													0
TOD - Time of Day													0
TIS - Trash in Street, around container													0

Commercial Customers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year-to-Date
CAD - Complaint about Driver		0											0
CID - (non MPU) repeat problem	1												1
CNT - Container not delivered													0
DAM - Damage													0
DCM - Driver Compliment													0
GLK - Gates and/or Locks													0
INJ - Injury													0
LID - Lids not Closed													0
MPC - Misplaced Can													0
MPU - Missed Pickup			1	1									2
NCM - Non-Driver Compliment													0
NOC - No communication between WM & Customer													0
RPC - Repeat missed pickup - customer identified													0
SEQ - Operating Vehicle Unsafely													0
TOD - Time of Day													0
TIS - Trash in Street, around container													0



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: June 14, 2018

SUBJECT: Salary Commission Decision Letter and Meeting Minutes

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Salary Commission Decision Letter
B – Salary Commission June 4, 2018 Meeting Minutes

SUMMARY

Ordinance 1306 requires the Salary Commission to meet between May and July of each year to determine whether or not salary adjustments are necessary for councilmembers and the mayor. The Salary Commission met on June 4, 2018 (Attachment B) and unanimously voted to increase the mayor's compensation to \$1,400 per month, and increase councilmember compensation to \$375 per month (Attachment A).



City of Stanwood

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-2181

June 4, 2018

City of Stanwood
Ryan Larsen, City Administrator
10220 270th Street NW
Stanwood, WA 98292

Re: Salary Commission Decision

Dear Mr. Larsen:

The Salary Commission met on June 4, 2018 to determine the council and mayor salary schedule for 2019. After carefully considering council and mayor salaries in comparison cities, budget forecasts, the city's economic health, and the dedication of our elected officials, the Commission unanimously voted to set compensation at the following rate:

Mayor

\$1,400. / month

Councilmembers/Mayor pro tem**

\$375 / month

**In the event of the absence of the Mayor for a period of 30 days or longer, the Mayor pro tem shall be entitled to receive the Mayor's compensation for the duration of said absence.

Signed and submitted this 4th day of June, 2018.



Edythe Garvey, Commissioner



Major Freeman, Commissioner



Jim Foster, Commissioner



Tim Schmitt, Commissioner



Les Anderson, Commissioner

cc: Mayor Leonard Kelley
Councilmember Rob Johnson
Councilmember Elizabeth Callaghan
Councilmember Larry Sather
Councilmember Judy Williams

Councilmember Dianne White
Councilmember Timothy Pearce
Finance Director David Hammond

Salary Commission Meeting

June 4, 2018

Finance Director David Hammond called the meeting to order at 4:00 pm.

1. Introductions

Present: Commissioner Les Anderson, Commissioner Major Freeman, Commissioner Tim Schmitt, Commissioner Jim Foster, City Administrator Ryan Larsen, Finance Director/City Clerk David Hammond, and Deputy Clerk Erica Schorn.

2. Salary Commission Roles and Responsibilities Overview

The commissioners reviewed Ordinance 1306 which outlined the roles and responsibilities of the salary commission.

3. Elect Salary Commission Chairperson

Commissioner Schmitt asked not be considered for chairperson as this is his first meeting.

Commissioner Foster pointed out that this will be his last Salary Commission meeting as his second term expires in 2019, and commissioners are limited to a maximum of two terms.

Commissioner Foster nominated Commissioner Freeman as Chair of the Salary Commission with a second from Commissioner Schmitt. Motion passed unanimously.

4. Financial Update

Finance Director Hammond provided an overview of the city's current financial status and strategic outlook to the year 2024. He reviewed the following:

- Revenue has exceeded expenditures over the last three years (2015-2017)
- Annexation into NCRFA would mean losing revenue, but also losing the expense
- Analysis of 2017 ending fund balances
- Revenue Analysis by fund – 2017 vs. 2016
- Real Estate Excise Tax
- Sales tax received by industry
- Construction Sales Tax
- City anticipates receiving roughly \$1million in sales tax as result of construction of new high school

Finance Director Hammond responded to questions:

- Yellow line in Chart A is what is required to be in reserve, blue line is what is actually in reserve
- Action today goes into effect in January 2019
- Today's vote will not need to be approved by council

5. Council and Mayor Compensation Comparison

The commission reviewed the mayor and council salary comparison provided through the Association of Washington Cities (AWC). Finance Director Hammond pointed out that:

- The comparison information is based on cities similar in size and assessed values to Stanwood
- These same cities were used in a recent city employee salary comparison

At 4:24, Commissioner Edythe Garvey entered the meeting.

6. Discussion – How does the commission want to proceed?

Discussion:

- Commissioner Schmitt suggested raising the mayor's salary to \$1,350 monthly, and raising council salaries to \$375 monthly to keep them in the average of other cities
- Commissioner Anderson suggested \$1,400 for the mayor, and agreed with \$375 for council to keep in line with raise amounts over the last several years

Motion by Commissioner Anderson, second by Commissioner Schmitt, to increase the salary to \$1,400 flat rate per month for the mayor, and \$375 flat rate per month for councilmembers. The motion passed unanimously.

7. Meeting Adjournment

Chairman Freeman adjourned the meeting at 4:30 p.m.


Major Freeman, Chairman
David A. Hammond, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7c
DATE: June 14, 2018
SUBJECT: Waste Management 2018 Rates-adjusted for inflation
CONTACT PERSON: Erica Schorn, Deputy Clerk
ATTACHMENTS: A – Waste Management Rate Adjustment

SUMMARY STATEMENT

Waste Management has notified the City of the 2018 rate schedule for solid waste services adjusted for inflation (Attachment A). The rates become effective on September 1, 2018 and the City is publishing notification of the rate change in the Stanwood Camano News as required by RCW 35.21.157.

**WASTE MANAGEMENT**

720 4th Ave, Suite 400
Kirkland WA 98033

May 30, 2018

City of Stanwood

Attention: Deborah Knight, City Administrator

Re: 2018 Inflation Adjustment

Please find the enclosed 2018 rate schedule for solid waste services provided by Waste Management to the residents and businesses of the City of Stanwood.

These rates are based upon the published Consumer Price Index, for All Urban Consumers for the Seattle-Tacoma-Bellevue Metropolitan area, as prepared by The United States Department of Labor, Bureau of Labor Statistics from April of 2017 to April 2018. This year's CPI index was 270.309, up from 261.560 in April of 2017, which was an annual change of 3.34%. Based on these numbers and the annual change percentage is a 3.34% increase.

Please note the Bureau of Labor Statistics has made a change to the geographic areas of the All Urban Consumers index. The Seattle-Tacoma-Bremerton area has been replaced with Seattle-Tacoma-Bellevue. More information is available at <https://www.bls.gov/cpi/additional-resources/geographic-revision-2018.htm>.

Please review this schedule and let me know of any discrepancies, as Waste Management will adjust our billing system to reflect these changes. Implementation of these rates will take effect on September 1st, 2018.

Waste Management looks forward to providing quality solid waste services to the City of Stanwood in the year ahead.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alan Schaible'.

Alan Schaible
District Manager, Skagit
Waste Management of Washington, Inc.

City of Stanwood

Exhibit B - Rate Schedule

		Rates Effective 09/01/2017			Rates Effective 09/01/2018			3.05%	3.34%
Section A	Service Level	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee		
Monthly Weekly Residential Curbside Service (includes recycling)	1 32 gallon Garbage Can	\$ 1.96	\$ 10.75	\$ 12.71	\$ 1.96	\$ 11.10	\$ 13.06		
	1 20 gallon Mini-Can	\$ 3.87	\$ 17.19	\$ 21.06	\$ 3.87	\$ 17.76	\$ 21.63		
	1 32 gallon Garbage Can	\$ 6.78	\$ 16.15	\$ 22.93	\$ 6.78	\$ 16.69	\$ 23.47		
	2 32 gallon Garbage Cans	\$ 13.56	\$ 17.08	\$ 30.64	\$ 13.56	\$ 17.65	\$ 31.21		
	3 32 gallon Garbage Cans	\$ 20.34	\$ 18.00	\$ 38.34	\$ 20.34	\$ 18.60	\$ 38.94		
	1 20-gallon Garbage Cart	\$ 3.87	\$ 18.87	\$ 22.74	\$ 3.87	\$ 19.50	\$ 23.37		
	1 35-gallon Garbage Cart	\$ 6.78	\$ 17.41	\$ 24.19	\$ 6.78	\$ 17.99	\$ 24.77		
	1 64-gallon Garbage Cart	\$ 13.56	\$ 18.44	\$ 32.00	\$ 13.56	\$ 19.05	\$ 32.61		
	1 96-gallon Garbage Cart	\$ 20.34	\$ 19.26	\$ 39.60	\$ 20.34	\$ 19.90	\$ 40.24		
	Additional 32 Gallon Cans (weekly service)	\$ 6.78	\$ 0.91	\$ 7.69	\$ 6.78	\$ 0.94	\$ 7.72		
	Extras (32 gallon equivalent)	\$ 1.56	\$ 2.85	\$ 4.41	\$ 1.56	\$ 2.94	\$ 4.50		
	Subscription Yard Waste service		\$ 8.46	\$ 8.46		\$ 8.74	\$ 8.74		
Section B Weekly Commercial Can	1 32 gallon Garbage Can/Garbage Cart	\$ 6.78	\$ 11.41	\$ 18.19	\$ 6.78	\$ 11.79	\$ 18.57		
	2 Cubic Yard Container	\$ 135.13	\$ 189.67	\$ 324.80	\$ 135.13	\$ 196.01	\$ 331.14		
	3 Cubic Yard Container	\$ 202.70	\$ 265.40	\$ 468.10	\$ 202.70	\$ 274.27	\$ 476.97		
	4 Cubic Yard Container	\$ 270.27	\$ 328.66	\$ 598.93	\$ 270.27	\$ 339.65	\$ 609.92		
	6 Cubic Yard Container	\$ 405.40	\$ 454.92	\$ 860.32	\$ 405.40	\$ 470.13	\$ 875.53		
	1 Cubic Yard, 1 pickup/week	\$ 22.52	\$ 69.44	\$ 91.96	\$ 22.52	\$ 71.76	\$ 94.28		
	1 Cubic Yard, 2 pickups/week	\$ 45.04	\$ 128.75	\$ 173.79	\$ 45.04	\$ 133.05	\$ 178.09		
	1 Cubic Yard, 3 pickups/week	\$ 67.56	\$ 188.05	\$ 255.61	\$ 67.56	\$ 194.34	\$ 261.90		
	1 Cubic Yard, 4 pickups/week	\$ 90.08	\$ 247.35	\$ 337.43	\$ 90.08	\$ 255.62	\$ 345.70		
	1 Cubic Yard, 5 pickups/week	\$ 112.60	\$ 306.67	\$ 419.27	\$ 112.60	\$ 316.92	\$ 429.52		
	1.5 Cubic Yard, 1 pickup/week	\$ 33.78	\$ 80.87	\$ 114.65	\$ 33.78	\$ 83.57	\$ 117.35		
	1.5 Cubic Yard, 2 pickups/week	\$ 67.56	\$ 150.48	\$ 218.04	\$ 67.56	\$ 155.51	\$ 223.07		
	1.5 Cubic Yard, 3 pickups/week	\$ 101.34	\$ 220.08	\$ 321.42	\$ 101.34	\$ 227.44	\$ 328.78		
	1.5 Cubic Yard, 4 pickups/week	\$ 135.12	\$ 289.68	\$ 424.80	\$ 135.12	\$ 299.36	\$ 434.48		
	1.5 Cubic Yard, 5 pickups/week	\$ 168.90	\$ 359.27	\$ 528.17	\$ 168.90	\$ 371.28	\$ 540.18		
Weekly Commercial Detachable Container (loose)	2 Cubic Yard, 1 pickups/week	\$ 45.04	\$ 93.92	\$ 138.96	\$ 45.04	\$ 97.06	\$ 142.10		
	2 Cubic Yard, 2 pickups/week	\$ 90.08	\$ 174.32	\$ 264.40	\$ 90.08	\$ 180.15	\$ 270.23		
	2 Cubic Yard, 3 pickups/week	\$ 135.12	\$ 254.71	\$ 389.83	\$ 135.12	\$ 263.22	\$ 398.34		
	2 Cubic Yard, 4 pickups/week	\$ 180.16	\$ 335.09	\$ 515.25	\$ 180.16	\$ 346.29	\$ 526.45		
	2 Cubic Yard, 5 pickups/week	\$ 225.20	\$ 415.49	\$ 640.69	\$ 225.20	\$ 429.38	\$ 654.58		
	3 Cubic Yard, 1 pickups/week	\$ 67.57	\$ 117.26	\$ 184.83	\$ 67.57	\$ 121.18	\$ 188.75		
	3 Cubic Yard, 2 pickups/week	\$ 135.14	\$ 218.72	\$ 353.86	\$ 135.14	\$ 226.03	\$ 361.17		
	3 Cubic Yard, 3 pickups/week	\$ 202.71	\$ 320.20	\$ 522.91	\$ 202.71	\$ 330.91	\$ 533.62		
	3 Cubic Yard, 4 pickups/week	\$ 270.28	\$ 421.65	\$ 691.93	\$ 270.28	\$ 435.75	\$ 706.03		
	3 Cubic Yard, 5 pickups/week	\$ 337.85	\$ 523.09	\$ 860.94	\$ 337.85	\$ 540.58	\$ 878.43		
	4 Cubic Yard, 1 pickups/week	\$ 90.09	\$ 142.72	\$ 232.81	\$ 90.09	\$ 147.49	\$ 237.58		
	4 Cubic Yard, 2 pickups/week	\$ 180.18	\$ 266.24	\$ 446.42	\$ 180.18	\$ 275.14	\$ 455.32		
	4 Cubic Yard, 3 pickups/week	\$ 270.27	\$ 389.78	\$ 660.05	\$ 270.27	\$ 402.81	\$ 673.08		
	4 Cubic Yard, 4 pickups/week	\$ 360.36	\$ 513.29	\$ 873.65	\$ 360.36	\$ 530.45	\$ 890.81		
	4 Cubic Yard, 5 pickups/week	\$ 450.45	\$ 636.83	\$ 1,087.28	\$ 450.45	\$ 658.13	\$ 1,108.58		

City of Stanwood

Exhibit B - Rate Schedule

		Rates Effective 09/01/2017			Rates Effective 09/01/2018			3.05%	3.34%
	Service Level	Disposal Fee	Collection Fee	Total Service Fee	Disposal Fee	Collection Fee	Total Service Fee		
Weekly Commercial Detachable Container (loose)	6 Cubic Yard, 1 pickup/week	\$ 135.13	\$ 181.43	\$ 316.56	\$ 135.13	\$ 187.49	\$ 322.62		
	6 Cubic Yard, 2 pickups/week	\$ 270.26	\$ 362.86	\$ 633.12	\$ 270.26	\$ 374.98	\$ 645.24		
	6 Cubic Yard, 3 pickups/week	\$ 405.39	\$ 544.29	\$ 949.68	\$ 405.39	\$ 557.47	\$ 962.86		
	6 Cubic Yard, 4 pickups/week	\$ 540.52	\$ 725.72	\$ 1,266.24	\$ 540.52	\$ 739.93	\$ 1,280.45		
	6 Cubic Yard, 5 pickups/week	\$ 675.65	\$ 907.15	\$ 1,582.80	\$ 675.65	\$ 924.09	\$ 1,599.74		
	8 Cubic Yard, 1 pickup/week	\$ 180.18	\$ 242.07	\$ 422.25	\$ 180.18	\$ 247.97	\$ 428.15		
	8 Cubic Yard, 2 pickups/week	\$ 360.36	\$ 484.14	\$ 844.50	\$ 360.36	\$ 495.94	\$ 856.30		
	8 Cubic Yard, 3 pickups/week	\$ 540.54	\$ 726.21	\$ 1,266.75	\$ 540.54	\$ 739.93	\$ 1,280.47		
	8 Cubic Yard, 4 pickups/week	\$ 720.72	\$ 968.28	\$ 1,689.00	\$ 720.72	\$ 984.38	\$ 1,704.10		
	8 Cubic Yard, 5 pickups/week	\$ 900.90	\$ 1,210.35	\$ 2,111.25	\$ 900.90	\$ 1,226.45	\$ 2,127.35		
Temporary Collection Service (per pickup)	Extra loose cubic yard, per pickup	\$ 5.20	\$ 10.37	\$ 15.57	\$ 5.20	\$ 10.71	\$ 15.91		
	1 Cubic Yard Container	\$ 5.20	\$ 24.96	\$ 30.16	\$ 5.20	\$ 25.79	\$ 30.99		
	1.5 Cubic Yard Container	\$ 7.80	\$ 27.33	\$ 35.13	\$ 7.80	\$ 28.24	\$ 36.04		
	2 Cubic Yard Container	\$ 10.40	\$ 29.83	\$ 40.23	\$ 10.40	\$ 30.82	\$ 41.22		
	3 Cubic Yard Container	\$ 15.59	\$ 34.69	\$ 50.28	\$ 15.59	\$ 35.85	\$ 51.44		
	4 Cubic Yard Container	\$ 20.79	\$ 39.79	\$ 60.58	\$ 20.79	\$ 41.12	\$ 61.91		
	6 Cubic Yard Container	\$ 31.19	\$ 47.93	\$ 79.12	\$ 31.19	\$ 49.53	\$ 80.72		
	8 Cubic Yard Container	\$ 41.58	\$ 56.20	\$ 97.78	\$ 41.58	\$ 58.07	\$ 99.65		
	Initial Delivery		\$ 31.17	\$ 31.17		\$ 32.21	\$ 32.21		
	1 Cubic Yard Container		\$ 1.10	\$ 1.10		\$ 1.13	\$ 1.13		
Temporary Collection Daily Rent	1.5 Cubic Yard Container		\$ 1.21	\$ 1.21		\$ 1.25	\$ 1.25		
	2 Cubic Yard Container		\$ 1.44	\$ 1.44		\$ 1.48	\$ 1.48		
	3 Cubic Yard Container		\$ 1.55	\$ 1.55		\$ 1.60	\$ 1.60		
	4 Cubic Yard Container		\$ 1.89	\$ 1.89		\$ 1.95	\$ 1.95		
	6 Cubic Yard Container		\$ 2.22	\$ 2.22		\$ 2.29	\$ 2.29		
	8 Cubic Yard Container		\$ 2.56	\$ 2.56		\$ 2.64	\$ 2.64		
Section C Commercial Drop Box Collection	Permanent Service								
	Non-compacted 10 cubic yard Drop-box		\$ 42.94	\$ 125.72		\$ 44.37	\$ 129.92		
	Non-compacted 20 cubic yard Drop-box		\$ 58.78	\$ 125.72		\$ 60.74	\$ 129.92		
	Non-compacted 25 cubic yard Drop-box		\$ 65.55	\$ 125.72		\$ 67.74	\$ 129.92		
	Non-compacted 30 cubic yard Drop-box		\$ 71.20	\$ 125.72		\$ 73.58	\$ 129.92		
	Non-compacted 40 cubic yard Drop-box		\$ 83.64	\$ 125.72		\$ 86.43	\$ 129.92		
	Non-compacted 50 cubic yard Drop-box		\$ 94.97	\$ 125.72		\$ 98.14	\$ 129.92		
	Compacted 10 - 40 cubic yard Drop-box		\$	\$ 151.20		\$	\$ 156.25		
Temporary Service	Non-compacted 10 cubic yard Drop-box	\$ 3.08	\$ 56.18	\$ 125.72	\$ 3.18	\$ 58.05	\$ 129.92		
	Non-compacted 20 cubic yard Drop-box	\$ 3.65	\$ 56.18	\$ 125.72	\$ 3.77	\$ 58.05	\$ 129.92		
	Non-compacted 25 cubic yard Drop-box	\$ 3.98	\$ 56.18	\$ 125.72	\$ 4.11	\$ 58.05	\$ 129.92		
	Non-compacted 30 cubic yard Drop-box	\$ 4.93	\$ 56.18	\$ 125.72	\$ 5.09	\$ 58.05	\$ 129.92		
	Non-compacted 40 cubic yard Drop-box	\$ 5.84	\$ 56.18	\$ 125.72	\$ 6.03	\$ 58.05	\$ 129.92		
	Non-compacted 50 cubic yard Drop-box	\$ 5.84	\$ 56.18	\$ 125.72	\$ 6.03	\$ 58.05	\$ 129.92		
Miscellaneous Fees:									
	Additional Mileage Charge for hauls to other sites, per mile			\$ 3.15			\$ 3.25		

Note: If the customer requires services that are not listed above and are available in our current WUTC tariff, we will charge the rates in our currently approved WUTC tariff

9.1.1 CPI Adjustments to Service Component

Commencing on September 1, 2012 and on the same date annually thereafter (the "Adjustment Date"), the Collection Fee component of Contractor's rates set forth in Exhibit B, as adjusted hereunder, shall be automatically increased by a percentage equal to the annual percent increase in the Consumer Price Index ("CPI") - for Seattle, Tacoma, Bremerton (1982-84 = 100) for All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics for the twelve month period ending the nearest, but at least 120 days prior to, the Adjustment Date. At least ninety (90) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor's rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

CPI-All Urban Consumers (Current Series) Original Data Value

Series Id: CUURS49DSA0, CUUSS49DSA0

Not Seasonally Adjusted

Series Title: All items in Seattle-Tacoma-Bellevue, WA, all

Area: Seattle-Tacoma-Bellevue WA

Item: All items

Base Period: 1982-84=100

Years: 2008 to 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	% Change IN CPI
2008		221.728		223.196		228.068		227.745		225.915		222.580	224.719	223.569	225.869	
2009		224.737		225.918		227.257		227.138		226.277		225.596	226.028	225.580	226.475	
2010		226.085		226.513		226.118		227.645		227.251		226.862	226.693	226.195	227.190	
2011		229.482		231.314		233.250		233.810		235.916		234.812	232.765	230.815	234.715	
2012		235.744		237.931		239.540		240.213		241.355		237.993	238.663	237.344	239.981	
2013		239.898		240.823		242.820		242.767		242.787		241.055	241.563	240.777	242.350	
2014		242.770		246.616		247.642		247.185		247.854		245.050	246.018	245.125	246.912	
2015		245.496		247.611		251.622		251.617		250.831		250.385	249.364	247.614	251.115	
2016		250.942		253.815		256.098		256.907		256.941		256.821	254.886	253.122	256.651	
2017		259.503		261.560		263.756		263.333		264.653		265.850	262.668	260.656	264.680	
2018		268.031		270.309												3.34%

9.2 City Road Maintenance Fee

Contractor shall pay the City \$17,000 for each complete year of this Contract, which the City presently intends to use for road maintenance purposes. A pro rata portion of such annual fee shall be paid monthly. Such fee shall be increased each year by the most recent published percentage change in CPI.

City Road Maintenance Fee

City of Stanwood

Year	Maintenance Fee	% Change In Index		
2012	\$ 17,000.00		May 2012 Start of Contract	\$ 1,416.67 May to August
2012	\$ 17,486.30	2.86%	September 2012 CPI	\$ 1,457.19 Sept forward
2013	\$ 17,698.84	1.22%	September 2013 CPI	\$ 1,474.90 Sept forward
2014	\$ 18,124.58	2.41%	September 2014 CPI	\$ 1,510.38 Sept forward
2015	\$ 18,197.70	0.40%	September 2015 CPI	\$ 1,516.48 Sept forward
2016	\$ 18,653.65	2.51%	September 2016 CPI	\$ 1,554.47 Sept forward
2017	\$ 19,222.85	3.05%	September 2017 CPI	\$ 1,601.90 Sept forward
2018	\$ 19,865.84	3.34%	September 2018 CPI	\$ 1,655.49 Sept forward

9.1.1 CPI Adjustments to Service Component

Commencing on September 1, 2012 and on the same date annually thereafter (the "Adjustment Date"), the Collection Fee component of Contractor's rates set forth in Exhibit B, as adjusted hereunder, shall be automatically increased by a percentage equal to the annual percent increase in the Consumer Price Index ("CPI") - for Seattle, Tacoma, Bremerton (1982-84 = 100) for All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics for the twelve month period ending the nearest, but at least 120 days prior to, the Adjustment Date. At least ninety (90) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor's rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: June 14, 2018

SUBJECT: Community Development Committee Meeting Minutes

CONTACT PERSON: Ryan C. Larsen, City Administrator

ATTACHMENTS: A – May 10, 2018 Meeting Minutes

SUMMARY STATEMENT

Minutes from the May 10, 2018 meeting are attached to this staff report for approval as presented.

**City Council
COMMUNITY DEVELOPMENT COMMITTEE**

May 10, 2018 Meeting

The Community Development Committee met on May 10, 2018 with councilmembers Judy Williams, Rob Johnson, and Elizabeth Callaghan; as well as Ryan C. Larsen, Community Development Director. In addition Tim Schmitt was also in attendance.

1. Mineral Point Ph II

City staff discussed the Final Plat of Phase II for Mineral Point with the Committee. The plat of Mineral Point was preliminarily approved for 76 new single family residential lots on approximately 19.92 acres. The plat was divided into three phases. The final plat for Phase I (20 lots) was recorded on December 11, 2017. The property fronts 68th Avenue NW to the west and abuts the Cederhome Elementary to the north. The Comprehensive Plan designation for the site was LDR – Low Density Residential and zoned SR 9.6 at the time of application.

City staff has reviewed and approved the final plat for Mineral Point Phase II (32 lots). The final plat maps are ready, however there are a few items that will need to be completed prior to the Mayor and city staff signatures.

Community Development and Public Works Departments, as of this date are in the process of approving the final items: a few items from the construction punch list, final inspection for the lift station building, receiving the necessary bonding paperwork and signing the as-builts. These items should be approved within the next week or two. These approvals do not alter the final plat layout or documents.

2. Twin City Idlers Funding

Twin City Idlers approached the City of Stanwood for a city contribution towards their annual Idlers event held on Sunday, June 24, 2018. City staff brought this issue to the Community Development Committee previously at their April 13, 2017 meeting. Two members from the Idlers were in attendance: Les Anderson and Clarke Hamm, both Governors of the Idlers. They indicated that nearly 500 to 600 cars come to the show and the attendance ranges from 7,000 to 10,000. The Committee agreed to support \$500 to assist in advertising for the event.

Chair



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b
DATE: June 14, 2018
SUBJECT: Finance/Personnel Committee Report
ATTACHMENT: Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

Minutes of the May 24, 2018 Finance/Personnel Meeting are attached.

ATTACHMENT A

FINANCE/PERSONNEL COMMITTEE

May 24, 2018

Finance Committee Report (May 24, 2018 meeting summary)
--

In attendance:

Ryan Larsen, City Administrator
David A. Hammond, Finance Director
Councilmember Dianne White
Councilmember Rob Johnson
Citizen Tim Schmitt

1. Select Committee Chair

Dianne White was nominated and elected Committee Chair.

2. Supplemental Work Order with Snohomish County Information Technology Department to replace radio connection to Public Works Facilities

Staff presented Supplemental Work Order with Snohomish County Information Technology Department. Committee discussed and approved unanimously.

3. Information Technology Service Contract Renewal-Snohomish County IT Department

Staff presented Information Technology Service Contract Renewal. Committee discussed and approved unanimously.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8c
DATE: June 14, 2018
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Peggy Girard, Records Specialist
ATTACHMENTS: A – May 24, 2018 Public Safety Committee Minutes

SUMMARY STATEMENT

Minutes of the May 24, 2018 Public Safety Committee Meeting are attached.

**STANWOOD
PUBLIC SAFETY COMMITTEE MEETING MINUTES
May 24, 2018**

Location:

The Public Safety Committee meeting was held at the Stanwood School District Administration Building (26920 Pioneer Hwy). Started at 1835 hours.

Attendance:

City Councilmembers – Tim Pearce, Elizabeth Callaghan, Dianne White
Police Chief – Norm Link
City Administrator- Ryan Larsen
Finance Director-David Hammond
Fire Chief-John Cermak
Fire Commissioners for North County Fire-Jan Iverson, Larry Longley
Citizen-Tim Schmitt

Agenda Topics: RFA Plan Amendment

RFA Plan Amendment

This is a continuation of the last meeting referencing the RFA Plan Amendment. NCRFA has been tasked with putting together an amendment to annex the City of Stanwood into the Regional Fire Authority.

Option A is what the public safety committee and the NCRFA has agreed to reference governance. This will mean the governing board will have seven voting members. One commissioner for each of the three districts and four at large members.

Chief Cermak went over the RFA Plan Amendment and talked about some of the language changes. All the changes were in the plan amendment provided by Chief Cermak. Chief Cermak advised that a review of the RFA would be conducted every eight years. It could also be reopened on an annual basis. Chief Cermak advised some clean up language in section 3 and 5 dealing with the RFA was completed.

The section dealing with transfer of assets has already been taken care of so that will be taken out. Chief Cermak gave an update on the at large positions and when those would be elected after the city appoints two councilmembers to hold those spots in the interim.

David Hammond advised the public safety committee that the two initial appointments will be one year terms, and then they would be up for election. This would help with transference of governance for the fire commissioners.

Fire district boundaries would potentially have to be redrawn to divide the population into three equal parts for three equally populated fire districts within the RFA. This will have to be looked at.

Fire impact fees were discussed and how the collected fees could be spent. City charter may have to be changed to spend it on a new fire service vehicle.

The public safety committee agreed that with these changes they would recommend to full council that the council support a resolution to annex into the fire authority and place this measure on the November ballot.

The PSC committee meeting ended at 1900hrs.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 9a
DATE: June 14, 2018
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 30000 through 30058 and electronic funds transfers from Washington Federal Bank and Umpqua Bank in the amount of \$219,691.98. Approve issuance of Umpqua Bank payroll electronic funds transfers in the amount of \$30,450.00.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 30000 THROUGH 30058 AND ELECTRONIC FUNDS TRANSFERS FROM WASHINGTON FEDERAL BANK AND UMPQUA BANK IN THE AMOUNT OF \$219,691.98. APPROVE ISSUANCE OF UMPQUA BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$30,450.00.

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

05/17/2018 To: 06/06/2018

Time: 17:12:43 Date: 06/06/2018

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3066	05/24/2018	Claims	2	EFT	WA St Dept of Revenue **	12,703.05	B&O Excise Tax - April 2018
3242	06/01/2018	Claims	2	EFT	US Bank St Paul	55,700.00	Stautgoreff07 & Stawatsew11 - 1/2 Year Interest Payment
3251	06/05/2018	Claims	2	EFT	WA St Dept of Licensing *	777.00	Fee For Gun Permits
3163	05/31/2018	Claims	3	EFT	void check for Heartland Merchant Services		void check for Heartland Merchant Services
3341	06/05/2018	Claims	3	EFT	Chase Paymentech	1,207.51	May Merchant Fees
3054	05/24/2018	Claims	3	30000	Databar Inc.	925.65	8952
3055	05/24/2018	Claims	3	30001	Loomis	179.03	10128020
3056	05/24/2018	Claims	3	30002	Navia Benefits	150.00	City Of Stanwood; City Of Stanwood; City Of Stanwood
3057	05/24/2018	Claims	3	30003	Office Depot	342.89	36274097; 36274097; 36274097
3058	05/24/2018	Claims	3	30004	Refund - Landed Gentry Development, Inc	103.00	Refund Cascade Natural Gas For Right Of Way Permit
3059	05/24/2018	Claims	3	30005	Refund - Tyler Kenworthy	29.55	Refund - Tyler Kenworthy Utility #3742
3060	05/24/2018	Claims	3	30006	Sno Co Dept Of Emergency Management	2,069.93	DEMSTNWD
3061	05/24/2018	Claims	3	30007	Sno Co Information Services *	4,762.49	DIS1107
3062	05/24/2018	Claims	3	30008	Wave Broadband	142.65	8136 10 015 0064630
3182	06/01/2018	Claims	3	30010	APP- Associated Petroleum Products	2,637.28	00-0100494 City Of Stanwood
3183	06/01/2018	Claims	3	30011	Arlington Recycle Warehouse	160.00	City Of Stanwood
3184	06/01/2018	Claims	3	30012	Cascade Natural Gas Corp	327.24	608 440 0000 4; 953 540 0000 2; 498 440 0000 7; 839 440 0000 5; 127 540 0000 3
3185	06/01/2018	Claims	3	30013	Cascade Septic, LLC	110.00	City Of Stanwood
3186	06/01/2018	Claims	3	30014	Databar Inc.	572.87	8952; 8952
3187	06/01/2018	Claims	3	30015	Edge Analytical Inc	24.00	STA01
3188	06/01/2018	Claims	3	30016	Environment Control	1,116.22	257778
3189	06/01/2018	Claims	3	30017	FCS Group- Solutions- Oriented Consult.	630.00	City Of Stanwood
3190	06/01/2018	Claims	3	30018	GC Systems Inc	836.80	City Of Stanwood
3191	06/01/2018	Claims	3	30019	Harmsen & Assoc Inc	420.00	City Of Stanwood
3192	06/01/2018	Claims	3	30020	Lewis Field Service & Machine LLC	6,491.45	City Of Stanwood
3193	06/01/2018	Claims	3	30021	Loggers & Contractors Supply Inc.	737.95	CITSTA
3194	06/01/2018	Claims	3	30022	Office Depot	156.75	36274097; 36274097; 36274097; 36274097
3195	06/01/2018	Claims	3	30023	PUD Of Snohomish County *	10,364.23	202982351; 200794063; 202423729; 220923312; 200208858; 200592889
3196	06/01/2018	Claims	3	30024	PacWest Machinery	225.00	29765570
3197	06/01/2018	Claims	3	30025	Perteet Inc.	1,354.22	City Of Stanwood
3198	06/01/2018	Claims	3	30026	Ricoh USA, Inc.	2,648.16	1316669-3660090; 1316669-3660142; 1316669-3659652; 1316669-3660143
3199	06/01/2018	Claims	3	30027	Signature Forms Inc	150.79	CSTAN
3200	06/01/2018	Claims	3	30028	Sno Co District Court	393.88	City Of Stanwood
3201	06/01/2018	Claims	3	30029	Sno Co Planning & Development Svcs	517.00	PD302579
3202	06/01/2018	Claims	3	30030	Sno Co Public Works *	3,669.51	CR000024
3203	06/01/2018	Claims	3	30031	Snohomish County Public Def Association	1,926.10	City Of Stanwood
3204	06/01/2018	Claims	3	30032	Snohomish County Treasurer	18.67	City Of Stanwood-Crime Victims

Page: 2

* Transaction Has Mixed Revenue And Expense Accounts

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

05/17/2018 To: 06/06/2018

Time: 17:12:43 Date: 06/06/2018

Page: 3

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

() Finance Director () Auditing Officer

() Deputy Finance Director



Date: 6-7-18

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

05/17/2018 To: 06/06/2018

Time: 17:13:29 Date: 06/06/2018

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2977	05/23/2018	Payroll	2	EFT		1,000.00	May 2018 Draw
2978	05/23/2018	Payroll	2	EFT		2,000.00	May 2018 Draw
2979	05/23/2018	Payroll	2	EFT		1,000.00	May 2018 Draw
2980	05/23/2018	Payroll	2	EFT		1,800.00	May 2018 Draw
2981	05/23/2018	Payroll	2	EFT		1,350.00	May 2018 Draw
2982	05/23/2018	Payroll	2	EFT		3,000.00	May 2018 Draw
2983	05/23/2018	Payroll	2	EFT		1,600.00	May 2018 Draw
2984	05/23/2018	Payroll	2	EFT		1,000.00	May 2018 Draw
2985	05/23/2018	Payroll	2	EFT		2,000.00	May 2018 Draw
2986	05/23/2018	Payroll	2	EFT		3,000.00	May 2018 Draw
2987	05/23/2018	Payroll	2	EFT		1,000.00	May 2018 Draw
2988	05/23/2018	Payroll	2	EFT		800.00	May 2018 Draw
2989	05/23/2018	Payroll	2	EFT		1,000.00	May 2018 Draw
2990	05/23/2018	Payroll	2	EFT		1,500.00	May 2018 Draw
2991	05/23/2018	Payroll	2	EFT		1,600.00	May 2018 Draw
2992	05/23/2018	Payroll	2	EFT		500.00	May 2018 Draw
2993	05/23/2018	Payroll	2	EFT		2,500.00	May 2018 Draw
2994	05/23/2018	Payroll	2	EFT		1,500.00	May 2018 Draw
2995	05/23/2018	Payroll	2	EFT		1,300.00	May 2018 Draw
2996	05/23/2018	Payroll	2	EFT		1,000.00	May 2018 Draw
001 General Fund						30,450.00	
						30,450.00	Payroll:
							30,450.00

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 Paul A. Brown Date: 6-7-18
() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 9b

DATE: June 14, 2018

SUBJECT: City Council May 24, 2018 Regular Meeting Minutes

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the May 24, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE MAY 24, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, May 24, 2018 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

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

2. Roll Call

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

Motion by Councilmember Callaghan, second by Councilmember Pearce, to excuse Councilmember Sather. Motion carried unanimously.

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

3. Approval of the Agenda

Council asked to remove the Executive Session and item 9b from the agenda.

Motion by Councilmember Callaghan, second by Councilmember Johnson, to approve the agenda as discussed. Motion carried unanimously.

4. Presentations

- a. Proclamation – National Poppy Day May 25, 2018

The mayor read a proclamation proclaiming May 25, 2018 as National Poppy Day.

5. Citizen Comments

The mayor explained the public comment procedure, and that our Rules of Procedure address this topic. He stated that Stanwood's rules are more liberal than many other councils. Some councils don't allow any public comment, or only written public comment. He mentioned this because of the recent editorial comments in the paper regarding restriction of public comment. Tonight there will not be any public comment allowed on the marijuana issue, as the topic has been removed from the agenda. Written comment will still be accepted.

There were no public comments.

6. Staff Reports

- a. Police Compstat Report – April 2018

Stanwood City Council Meeting Minutes – May 24, 2018

- b. Community Development Monthly Report – March/April 2018
- c. Economic Development Board Meeting Minutes – April 19, 2018
- d. Award Tourism Promotion Grant Stanwood Camano Arts Festivals Presents Summer Arts Jam

7. Committee Reports

There were no committee reports.

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve May 10, 2018 Regular Meeting Minutes
- c. Special Event Permit – City Contribution, July 4th Parade/Ice Cream Social
- d. Special Event Permit – City Contribution, Port Susan Farmer's Market

Motion by Councilmember White, second by Councilmember Callaghan, to approve the consent agenda items a through d. Motion carried unanimously.

9. Old Business

- a. Ordinance 1457 – Amending 2017-2018 Budget, Second Reading and Final Adoption

Finance Director David Hammond stated that this ordinance was presented to the Finance Committee in April and was approved unanimously. Council reviewed the ordinance at the May 10th meeting and approved first reading. He would be happy to answer any questions on the ordinance.

Motion by Councilmember Callaghan, second by Councilmember White, to approve second reading and final adoption of Ordinance 1457 amending the 2017-18 budget as presented. Motion carried unanimously.

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

10. Discussion

- a. 6-Year TIP 2019-2024, First Review

Public Works Director Kevin Hushagen presented the 2019-2024 6-Year TIP. This is a requirement of RCW 35.77.010 and a way to think ahead on how to improve our streets. He discussed some changes to the TIP from last year, and commented that Council can amend the plan at any time.

Motion by Councilmember Johnson, second by Councilmember White, to direct staff to set a public hearing on June 14, 2018 and prepare the recommended Six Year Tip 2019-2024 for adoption by Resolution. Motion carried unanimously.

11. New Business

Stanwood City Council Meeting Minutes – May 24, 2018

- a. Authorize the mayor to sign a lease agreement with the Stanwood Chamber of Commerce and RE/MAX

City Administrator Ryan Larsen presented a lease agreement with the Stanwood Chamber of Commerce and RE/MAX for the use of the annex building next to the police station. The Chamber would like to make it their long-term location, and RE/MAX would like to temporarily locate two agents in the building until they find a more permanent location downtown. The Chamber would pay \$100.00 per month, and RE/MAX will pay \$350.00 per month. The Chamber will pay for utilities, and seek reimbursement from RE/MAX.

The mayor stated this is a great opportunity to provide a more central location for the visitor's center.

Motion by Councilmember Johnson, second by Councilmember Williams, to authorize the mayor to sign the lease agreement with the Stanwood Chamber of Commerce for the use of the annex building and allow for the City Attorney to make any final edits necessary for the signing of the agreement. Motion carried unanimously.

Motion by Councilmember Johnson, second by Councilmember Callaghan, to authorize the mayor to sign the lease agreement with RE/MAX for the use of the annex building and allow for the City Attorney to make any final edits necessary for the signing of the agreement. Motion carried unanimously.

- b. Authorize the mayor to sign a contract with Twin City Idler's for 2018 car show

City Administrator Ryan Larsen presented a proposal to provide financial support to the Twin City Idler's for the 2018 car show. The Idler's have been in the community for quite some time, and the Idler's donate all of their funding from the car show to organizations in the community. The Community Development Committee supports a contribution of \$500.00.

Councilmember Callaghan stated that the Community Development Committee will be discussing the grant funding process for different events in the city.

Councilmember Johnson commended Les Anderson for putting on this great event every year.

Motion by Councilmember Johnson, second by Councilmember Callaghan, to authorize the mayor to sign the service provider contract between the City of Stanwood and the Twin City Idlers as identified in Attachment A and allow for the City Attorney to make any final edits necessary for the signing of the contract. Motion carried unanimously.

- c. Authorize the mayor to sign a Supplemental Work Order with Snohomish County IT

Finance Director David Hammond presented a supplemental work order with Snohomish County IT to replace the radio internet connection between City Hall and the Public Works shop and offices. The internet access and telephone service is provided to City Hall and the Police Station via fiber optic cable. The internet connection to Public Works is via radio, and the system is outdated and has become a problem. The \$34,655 cost of the radio antenna replacement would be allocated between benefitting funds, and will not require a budget amendment.

Stanwood City Council Meeting Minutes – May 24, 2018

Motion by Councilmember Johnson, second by Councilmember Callaghan, to authorize the mayor to sign a supplemental work order with Snohomish County Information Technology Department. Motion carried unanimously.

12. Reports of Officers and Committees

a. Mayor's Report

- First Farmer's Market of 2018 is June 1st
- Stanwood topped Food Drive donation record on May 12th
- First concert will be held after the car show from 4:00 pm – 6:00 pm on June 24th

b. City Administrator's Report

- New Community Development Director starts Tuesday May 29th
- City Administrator will be giving a presentation in Olympia on Friday May 25th for the RCO grant for Heritage Park
- Open House on June 7th from 4:00 pm – 6:00 pm at City Hall to celebrate the end of the partnership with WWU for the West Stanwood flood risk and mapping project

c. Councilmember Reports/Questions

13. Citizen Closing Comments

Tristen Klesick – Klesick Family Farm

Mr. Klesick promoted the Providence Live Healthy 2020 Initiative. The Klesick Farm will be hosting a backpack and food bank food security meeting on May 26th at 10:00 am and the Food Bank will be invited to comment on their backpack program. He is co-chair of the Sustainable Lands Strategy which works on agricultural and flood plain issues. He is also a part of the Stilly Valley Protection Initiative which is working to protect 3,000 acres of farmland in the community. He is also working on a restaurant pick up program to collect food from restaurants which would be thrown out and delivering it to families in need.

Steve Shepro - 8611 280th St NW

Commissioner Shepro thanked all citizens for exercising their right to be heard by commenting and writing letters on the marijuana topic. He assured citizens that he values their opinions and has read nearly all of their comments. His hope is for improved communication between elected officials and Stanwood's citizens.

14. Adjourn to Executive Session – Property Acquisition [RCW 42.30.110(c)] – Removed by vote of Council

15. Adjourn

There being no further business before the Council, Mayor Kelley adjourned the meeting at 7:37. p.m.

Stanwood City Council Meeting Minutes – May 24, 2018

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9c
DATE: June 14, 2018
SUBJECT: Special Event Permit –National Night Out Against Crime
CONTACT PERSON: Amanda Slattery, Admin, Chief Norm Link
ATTACHMENTS: A – Special Event Permit Application

ISSUE

The Police Department has submitted a Special Event application to hold a National Night out against Crime Event on Tuesday, August 7, 2018 from 6:00 p.m. to 8:00 p.m. in the Old Thrifty Foods Parking lot (27225 90th Ave NW).

SUMMARY

National Night out against Crime Event will be held on Tuesday, August 7, 2018 from 6:00 p.m. to 8:00pm. It will be held in the old Thrifty Foods Parking lot, (27225 90th Ave NW) closing 90th Ave starting at the Parking Lot, including the Service Road North of the Store.

DISCUSSION

Each year over thirty-seven million people throughout the United States celebrate the event known as National Night out against Crime. This traditional event was originally developed by the National Association of Town Watch (NATW). The purpose of this event was to promote involvement in crime prevention through such programs as Neighborhood Watch and by fostering community partnerships between neighborhoods and law enforcement.

The Stanwood Police Department, in cooperation with North County Fire, Snohomish County Parks and the Stanwood Chamber of Commerce, wants to recognize National Night Out by holding the annual event again this year in the City of Stanwood on Tuesday, August 7, 2018 from 6:00 p.m. to 8:00 p.m.

This event supports the Stanwood Police Department Strategic Plan by promoting community partnerships (including Neighborhood Watch) which are proven to reduce crime because criminals realize communities that work together are organized to fight back against crime. The event is scheduled to be held in the private parking lot located at 27225 90th Ave NW Stanwood (old Thrifty Foods). Participation and possible donations made by the Stanwood business community are anticipated. A variety of events will occur including displays of emergency equipment, food vendors, agency booths, and live music.

FINANCIAL IMPACT

The Police Department has a dedicated budget of \$3,500.00 to cover costs of this event including food, banners, advertising, and port-a-potties. The Special Event fees are \$262.50, \$200 for Public Works staff to assist with the road closure and \$62.50 for the vendor fee. The City will contribute 75% of the fees, (\$196.88), total fees owing is \$65.62.

CITY COUNCIL OPTIONS

1. Approve the National Night out against Crime event on Tuesday, August 7, 2018 from 6:00 p.m. to 8:00 p.m.
2. Remove the Special Event permit from the consent agenda for further discussion and Special Event Permit request for the National Night out against Crime to be held on August 7, 2018.
3. Do not approve the Special Event permit for the National Night out against Crime scheduled on August 7, 2018.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE STANWOOD POLICE DEPARTMENT TO HOLD A SPECIAL EVENT ON AUGUST 7, 2018 AT 27225 90TH AVENUE NW (OLD THRIFTY FOODS) FROM 6:00 P.M. TO 8:00 P.M. IN SUPPORT OF NATIONAL NIGHT OUT AGAINST CRIME.



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

Permit
 Number:

2018-0230

SPECIAL EVENT PERMIT APPLICATION

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

The following items are required for all special event applications:

- ☒ Completed application - submitted 60 days prior to the event for review and processing.
- ☒ Non-Refundable Application Fee: **\$50.00, fee must accompany application.** - apply payment to NNO budget.
- ☒ Certificate of Liability Insurance - **city event**
- ☒ Detailed site map showing street closures, traffic control devices, barricades and portable toilets
- ☒ Written permission from property owners if event is held on private property - **CITY DID ONE FOR ALL CITY EVENTS**
- ☐ Flyer and/or schedule of event(s) - **NOT FINISHED, WILL email when done.**
- ☒ Banner application if applicable, application located on City website or at City Hall.
- ☐ **\$200 Non refundable Fee Park Fee** if applicable due at time of application to reserve date. Fee will be applied to park use, but is non-refundable.

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

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

City Contribution

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

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

Applicant Information

Applicant's Name: City of Stanwood (Police) - Chief Link
 Company/Organization: Stanwood Police Dept.
 Contact Person to be available at event: Norm Link & Amanda Slattery

Sent to City
 5-22-18
 agf

Mailing address: PO Box 127 Stanwood, WA 98292

Phone: (425) 388-5290 Cell: ^{NORM}425-754-4183 Email: amanda.slatteny@snoco.org
Norm.Link@snoco.org

Event Information

Name of Event: National Night Out

Event Date(s): August 2, 2018

Event open time: 6PM Event close time: 8PM

Set up date and time 5PM

Break down date and time: 8PM-10PM (est.)

Event Location (must include address) 27225 90th Ave NW

Does your event cause any street closures? YES

Which streets will be closed? 90th Ave NW / 88th St NW (see map)

Attendance

Estimated Total Attendance: 1,500

How many registered Participants? 35(est) Spectators? 1,500 Volunteers? 12 Staff? 5-6

Event Site Plan

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

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

...let me know if you have questions

City Services

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

a. Police: Police vehicles, Police Sponsored

b. Fire: Ladder truck, Aid Car

c. Public Works: Barricades, w/ No Park Signs - Road Close, garbage cans

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

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

PD budgeted portable toilets, PW to supply

Temporary Signage (describe number and size and diagram location)

Signs will be displayed 1 wk prior to event - These are signs on a stake @ neighborhood entrances, stop signs, misc. spots in city

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

If yes, How many? Local within Stanwood City Limits: 10

Outside Stanwood City Limits: 25

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

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

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

No alcohol, yes food

FREE

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

AGREEMENT

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

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

Signature of Applicant: _____

ASlattey

Organization/Title Stanwood PD

Date: 5-22-18



Request for City Contribution
(submit with special event application)

Name of Applicant: City of Stanwood - Police

Name of organization requesting contribution: National Night Out

Name of event: _____

Event Dates: Aug 2, 2018

Mailing Address: PO Box 127

City Stanwood State WA Zip 98292

Phone: 425-388-5290 Cell: _____

Email: Amanda.Slattery@Snoco.org

Criteria for approval of city contribution:

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

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

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

Briefly describe how your event will meet the above listed criteria: _____

City event - 1500 + people

Amount requested: \$ banner hanging fee

City services requested for sponsorship: Hang banner on 88th



Lien St NW

Helicopter

Barricades

Lien St NW

90th Ave NW

Island co. Fire

Sage

Bund

Stanwood Car Care

272nd St NW

90th Ave NW

Barricades

Skagit Farmers
Supply Country Store

Flag

Leader Truck

Parking

DUTHOUSE

PARKING

PARKING →

News

90th Ave NW

A&B Health Care



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9d

DATE: June 28, 2018

SUBJECT: Interlocal Agreement between Marysville and Stanwood for Outdoor Video Services

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – ILA with City of Marysville for Outdoor Video Services

ISSUE

The issue in front of the City Council is whether or not to authorize the mayor to sign the Interlocal Agreement between the City of Stanwood and the City of Marysville for three “Movies in the Park” events at Church Creek Park on August 9, 2018, August 16, 2018, and August 30, 2018.

RECOMMENDATION

Authorize the mayor to sign the Interlocal Agreement between the City of Stanwood and the City of Marysville for outdoor video services.

SUMMARY

The City hosted two family-friendly movie nights at Church Creek Park in the summer of 2015, three nights in 2016, and three nights in 2017. The movies were a big success bringing in approximately 150 people per showing. Stanwood’s Les Schwab Tires donated popcorn and the use of their popcorn machine to serve free popcorn to all who attended. Families sat on the hill in lawn chairs and on blankets to enjoy the movie.

The scheduled showings at Church Creek Park will be Thursday, August 9, 2018, Thursday, August 16, 2018, and Thursday, August 30, 2018.

Movies in the Park is intended to bring residents and visitors together to enjoy family time in the city’s oldest and most central neighborhood park. In 2015, 2016 and 2017, the City contracted with Marysville Parks and Recreation for outdoor video services and was pleased with the service the City of Marysville provided, so staff is asking Council to approve a contract with Marysville Parks and Recreation for outdoor video services in 2018.



DISCUSSION

City staff evaluated a number of alternatives to host movies in the park including renting a movie screen and equipment. It was not cost effective to purchase and/or rent the equipment. Three years ago the director of Marysville Parks and Recreation, Jim Ballew, asked if the city was interested in contracting with the City of Marysville for outdoor video services. The City of Marysville owns the equipment and provides the personnel to run it. The City used Marysville services for the 2015, 2016 and 2017 movie nights and was very pleased with the services Marysville provided.

FINANCIAL IMPACT

The City of Marysville provides the audio equipment, movie screen, and staffing. The fees are \$600 per showing for a total of \$1800. The City of Marysville will bill the City of Stanwood monthly with payment expected within thirty (30) days of receipt of the bill.

The City of Stanwood is responsible for securing the film and license. The movies were selected by City of Stanwood staff this year. The cost for the movies selected is \$350.00 for "Up", \$350.00 for "Gnomeo and Juliet" and \$325.00 for "James and the Giant Peach" for a total cost of \$1,025. The \$3,700 parks operating budget included \$1,800 for these services.

The budget for Movies in the Park is as follows:

Description	Cost
Marysville Video Services	\$1,800.00
Movie Rights	\$1,025.00
Advertising/Printing/Supplies	\$ 480.00
Total	\$3,305.00

COMMITTEE RECOMMENDATION

This was not reviewed by committee.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the Interlocal Agreement with Marysville to provide outdoor video services for three "Movies in the Park" events on August 9, 2018, August 16, 2018, and August 30, 2018.

This action implies the City Council supports the movies in the park event.

2. Do not authorize the mayor to sign the Interlocal Agreement with Marysville to provide outdoor video services and direct staff to areas of concern.

This alternative indicates the City Council has questions or concerns about hosting the Movies in the Park event or the ILA with the City of Marysville.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH THE CITY OF MARYSVILLE TO PROVIDE OUTDOOR VIDEO SERVICES.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF STANWOOD
AND THE CITY OF MARYSVILLE
FOR OUTDOOR VIDEO SERVICES**

This Interlocal Agreement effective August 9, 2018 between the City of Stanwood, a Washington municipal corporation, herein after referred to as "STANWOOD" and the City of Marysville, a Washington municipal corporation, herein after referred to as "MARYSVILLE", pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, the City of STANWOOD is the organizer/host jurisdiction of outdoor movie presentations which shall be selected, provided and licensed by City of STANWOOD and presented on August 9, August 16 and August 30, 2018; and

WHEREAS, the City of STANWOOD is the owner of the property where the movie will be shown to the community for free; and

WHEREAS, the City of MARYSVILLE has sufficient OUTDOOR VIDEO equipment, staff and vehicles to provide OUTDOOR VIDEO SERVICES for public events within the City of Marysville and for other Cities as well; and

WHEREAS, the City of STANWOOD desires to utilize the City of MARYSVILLE'S OUTDOOR VIDEO SERVICES; and

WHEREAS, this Agreement between Parties is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, for the City of MARYSVILLE to provide OUTDOOR VIDEO SERVICES to the City of STANWOOD to exercise their powers jointly and thereby maximize their abilities to provide services and facilities that will best fulfill common needs and achieve common goals.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, STANWOOD and MARYSVILLE agree as follows:

1. SCOPE OF SERVICES

- A. MARYSVILLE agrees to provide OUTDOOR VIDEO SERVICES to STANWOOD as defined in this Agreement. MARYSVILLE'S performance of said services under this Agreement may be limited by the availability of MARYSVILLE'S personnel and equipment. MARYSVILLE will notify the City of STANWOOD at least 48 hours before the event if it is not able to provide personnel and/or equipment.

1. MARYSVILLE will provide OUTDOORVIDEO SERVICES to STANWOOD.

2. MARYSVILLE will provide the video and audio equipment including movie screen, personnel and vehicles to transport the equipment and personnel to

STANWOOD. MARYSVILLE personnel will operate the video equipment and vehicles.

B. STANWOOD will provide the following:

1. An authorized location.
2. Two (2) 20 amp circuits for event power.
3. Other services/personnel.

C. The date for video services (FILM) will be:

1. Thursday, August 9, 2018
2. Thursday, August 16, 2018
3. Thursday, August 30, 2018

E. It is understood and agreed by all parties that MARYSVILLE staff providing services pursuant to this Agreement are acting in their official capacity as employees of MARYSVILLE and shall be under the exclusive direction and control of MARYSVILLE.

It is understood and agreed by all parties that STANWOOD staff providing services pursuant to this Agreement are acting in their official capacity as employees of STANWOOD and shall be under the exclusive direction and control of STANWOOD.

F. STANWOOD and MARYSVILLE agree to cooperate with all terms and conditions of this Agreement, and shall furnish any information, or other material available to it as may be required in the course of the performance of this Agreement.

G. STANWOOD, by this Agreement, and to the extent contained herein, delegates on an as needed, as requested basis to MARYSVILLE the authority to perform on STANWOOD'S behalf those services as provided in this Agreement.

2. COMPENSATION/FEEES

A. STANWOOD will pay MARYSVILLE per performance for the use of the employees, equipment and vehicles in the amount of \$600.00 per date.

B. STANWOOD will pay MARYSVILLE 25% of the event fee in the event STANWOOD cancels an event with less than 12 hours phone notice to MARYSVILLE as provided in Section 8 (C) (2) of this Agreement.

C. MARYSVILLE shall bill STANWOOD and STANWOOD shall pay MARYSVILLE within thirty (30) days receipt of the bill.

3. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed in the same manner as this Agreement.

4. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. STANWOOD will at all times indemnify and hold harmless and defend MARYSVILLE, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of STANWOOD in performance under this agreement.
2. MARYSVILLE will at all times indemnify and hold harmless and defend STANWOOD, their elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of MARYSVILLE in performance under this agreement.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by MARYSVILLE, STANWOOD, or other person and all property owned or claimed by MARYSVILLE, STANWOOD or affiliate of thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of MARYSVILLE or STANWOOD, their elected and appointed officials, officers, employees or agents.

B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

1. Waive any defense arising out of RCW Title 51
2. Limit or restrict the ability of any City or employee or legal counsel for any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including, but not limited to, any good faith attempts to seek dismissal or legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
3. Cover or require indemnification or payment of any judgment against any

individual or Party for intentional or wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

- C. The provisions of this section shall survive the expiration or termination of the Agreement.

5. INSURANCE

- A. Both parties to this Agreement shall maintain public liability insurance. Both parties are members and insured through the Washington Cities Insurance Authority (WCIA) and shall maintain their membership throughout the term of this Agreement.
- B. Such insurance shall not be reduced or canceled without forty-five (45) days written notice from the other party. Reduction or cancellation of the insurance shall render this Agreement void.
- C. Upon request by one party to the other, the party receiving such request shall provide to the party making such request proof of insurance coverage from WCIA verifying that party is a covered member in good standing.

6. INDEPENDENT CONTRACTOR

- A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between STANWOOD and MARYSVILLE or any of STANWOOD'S or MARYSVILLE's agents or employees.

STANWOOD shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by STANWOOD pursuant to this Agreement.

MARYSVILLE shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MARYSVILLE pursuant to this Agreement.

- B. Nothing in this Agreement shall make any employee of STANWOOD a MARYSVILLE employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded STANWOOD or employees by virtue of their employment.

Nothing in this Agreement shall make any employee of MARYSVILLE a

STANWOOD employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded MARYSVILLE employees by virtue of their employment.

7. LEGAL RELATIONS

- A. The prevailing Party in any action to enforce any provision of this Agreement or to redress any breach hereof shall be entitled to recover from the other party its costs and reasonable attorney's fees incurred in such action.
- B. The Parties shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.
- C. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

8. DURATION/TERMINATION/NOTICE/EMERGENCY NOTICE

- A. This Agreement will become effective on the date of affixing the last signature hereto and shall remain in effect for a period of six months, subject to renewal.
- B. Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party, in which case each City shall pay the other City for all services provided up to and including the date of termination.
- C. Notices

1. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

City of MARYSVILLE:

6915 Armar Road
Marysville, WA 98270

City of STANWOOD:

10220 270th Street NW
Stanwood, WA 98292

2. Event Cancellation Notice via Phone/Emergency Contact:

The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration

of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

MARYSVILLE:

Name: Lauren Woodmansee, Cultural Arts Supervisor

Phone Number: 360-363-8408

STANWOOD:

Name: Krista Hintz, Administrative Assistant Finance

Phone Number: 360-629-2181 x-4505

- D. Termination shall not affect the rights and obligations of the parties under Sections 4, 5, 6 and 11 of this Agreement.

9. WAIVER

No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

10. ENTIRE AGREEMENT

This Agreement, including any exhibits and documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral or written, between the parties regarding plan review and inspection services.

11. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers' compensation and other benefits which apply to the activities of MARYSVILLE employees while performing their functions within the territorial limits of MARYSVILLE shall apply to them to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within STANWOOD under the provisions of this Agreement.

12. THIRD PARTY BENEFICIARY STATUS

The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provision and/or the application of the provisions to other persons or circumstances shall not be affected.

14. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

CITY OF STANWOOD

JON NEHRING Mayor

LEONARD KELLEY Mayor

Date:

Date:

Attest:

Attest:

TINA BROCK Deputy City Clerk
Approved as to form:

ERICA SCHORN Deputy Clerk
Approved as to form:

JON WALKER City Attorney
Attorney for the City of MARYSVILLE

GRANT K. WEED City Attorney
Attorney for City of STANWOOD



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a

DATE: June 14, 2018

SUBJECT: Ordinance 1456 –New Retail Recreational Marijuana Rules – 1st, 2nd Reading and Final Adoption

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

ATTACHMENTS: A - Ordinance 1456 – Retail Marijuana
B – Maps
C – Additional Public Comments

ISSUE

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

RECOMMENDATION

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

SUMMARY STATEMENT

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

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

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

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

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

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

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

DISCUSSION

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

Number of Businesses

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

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

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

Location

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

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

Helpful RCW and WAC sections:

RCW 69.50.331

Application for license.

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

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

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

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

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

WAC 314-55-010

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

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

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

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

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

Potential Impacts to City Services

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

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

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

Odor

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

Other Topics

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

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

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

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

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

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

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

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

Proposed Change to Location

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

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

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

FINANCIAL IMPACT

New Legislation Provides Shared Single Excise Tax

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

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

Distribution of Tax Revenue

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

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

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

Retail Sales Tax

Medical Marijuana Exemption

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

Retail Sales and Tax Revenue Projections

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

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

Marijuana excise tax distribution increasing 2018

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

COMMITTEE RECOMMENDATION

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

CITY COUNCIL OPTIONS

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

RECOMMENDED MOTION

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

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1456

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.30.010 Permitted land uses and established classification of uses.

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

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

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

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

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

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

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

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

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

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

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

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

17.30.040 Zoning use table

KEY:

Blank = Not Permitted

AC = Accessory Use

ADC = Administrative Conditional Use

C = Conditional Use

P = Permitted Use

AEO = Adult Entertainment Overlay

HO = Historic Overlay

TO = Transit Overlay

MPO = Master Plan Overlay

MXO = Mixed Use Overlay

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

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

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

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

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

17.30.050 Zoning use conditions

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

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

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

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

17.80.120

CONDITIONAL USE PERMIT.

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

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

Chapter 17.100

NONRESIDENTIAL PERFORMANCE STANDARDS

Sections:

17.100.010 Scope.

17.100.020 Categories of use.

17.100.030 Performance standards.

17.100.040 Supplemental standards for drive-through facilities.

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

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

17.100.055 Supplemental standards for live entertainment uses.

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

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

17.100.075 Supplemental standards for detached accessory storage.

17.100.080 Temporary uses and structures.

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

(1) Findings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(viii) Sculptural or hand-crafted signs.

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the Stanwood City Council this 14TH day of June, 2018.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____

ATTACHMENT B

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

1,000 Foot Buffer

Schools

Childcare/Preschool

Parks

City Limits

UGA

ZONING OVERLAYS

MPO, Master Plan Overlay

HO, Historical Overlay

TO, Transit Overlay

ZONING

GC, General Commercial

LI, Light Industrial

MB1, Mainstreet Business I

MB2, Mainstreet Business II

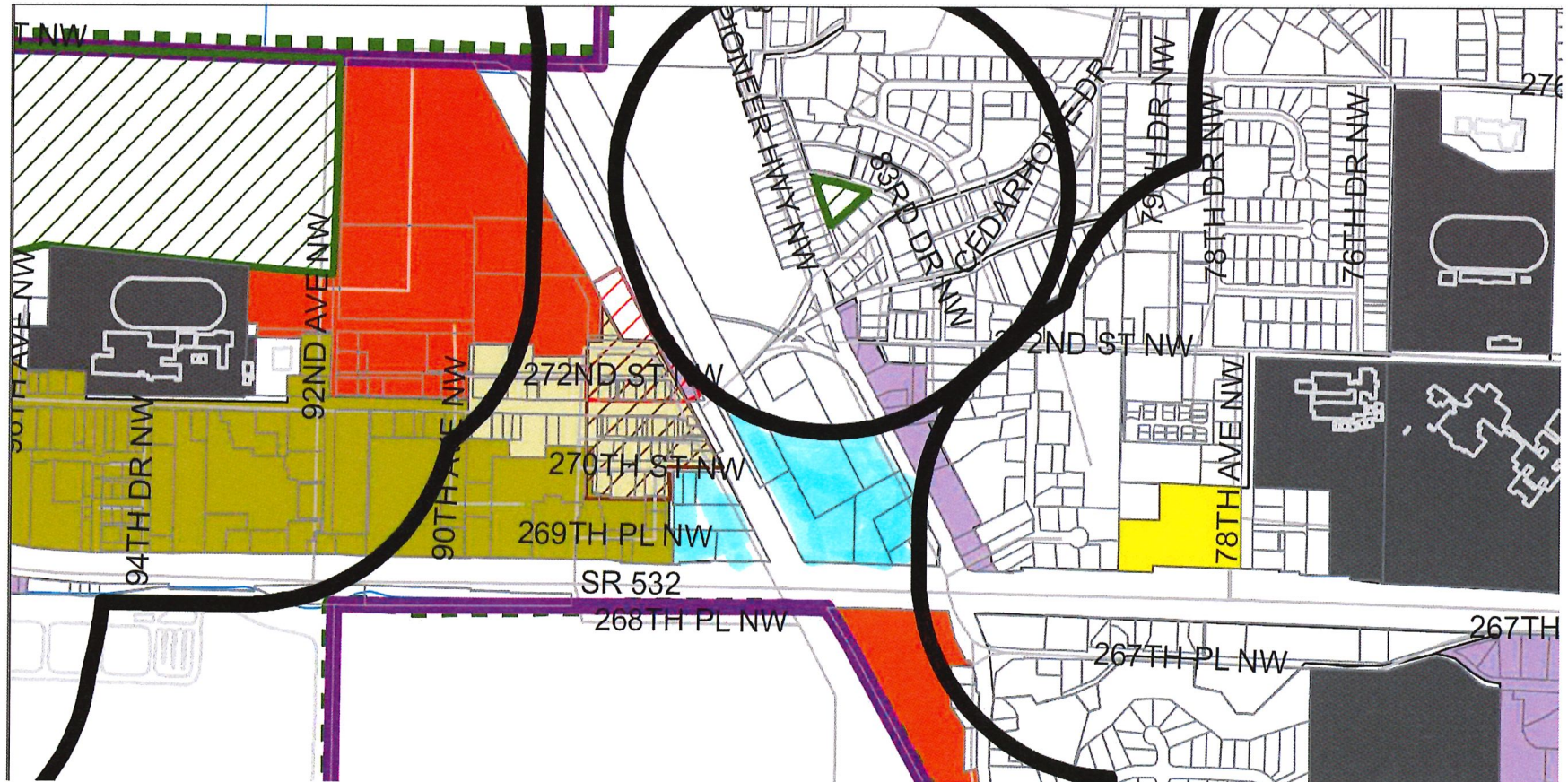
N

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

0 0.25 0.5 Miles

Date: May 5, 2016 Author: D.Tokizawa

ATTACHMENT B 2



ATTACHMENT B 3



Erica Schorn

From: Ryan C. Larsen
Sent: Thursday, May 24, 2018 9:22 AM
To: Erica Schorn
Subject: FW: Ordinance 1456 - 1st Reading

Please print and give to council.

Thanks

Ryan C. Larsen
 City Administrator/Community Development Director

Community Development
 City of Stanwood
 10220 270th St NW, Stanwood, WA 98292
 360.629.2181 x4509 | Fax 360.629.3009

<https://na01.safelinks.protection.outlook.com/?url=www.ci.stanwood.wa.us&data=02%7C01%7C%7Cff1be5bbe9cc467f0d7c08d5c1926bf3%7C6bd456aabc074218897c4d0a6a503ee2%7C1%7C0%7C636627756963738763&sdata=Tsr2Wqfrcs pyu3B2O889KbFF2DVL0UPAGkKS6sVgldk%3D&reserved=0>

My incoming and outgoing email messages are subject to public disclosure requirements per RCW 42.56.

-----Original Message-----

From: kellyandstefanie@wavecable.com [mailto:kellyandstefanie@wavecable.com]
 Sent: Thursday, May 24, 2018 9:04 AM
 To: Judith Williams <Judith.Williams@ci.stanwood.wa.us>; Larry Sather <Larry.Sather@ci.stanwood.wa.us>; Timothy Pearce <Timothy.Pearce@ci.stanwood.wa.us>; Elizabeth Callaghan <Elizabeth.Callaghan@ci.stanwood.wa.us>; Dianne White <Dianne.White@ci.stanwood.wa.us>; Rob Johnson <Rob.Johnson@ci.stanwood.wa.us>
 Cc: Leonard Kelley <Leonard.Kelley@ci.stanwood.wa.us>; Ryan C. Larsen <ryan.larsen@ci.stanwood.wa.us>
 Subject: Ordinance 1456 - 1st Reading

Honorable City Council Members-

Thank you in advance for your consideration of public comment and matters relating to allowing a retail marijuana shop within Stanwood City limits. At this point you have considered well over 100 written and spoken comments relating to the matter and I will be brief in what I hope to is my final public comment.

As this discussion has evolved there have been succinct comments made from both sides of the discussion. While some will never back down from the premise that the Mayor, City Council and Staff have conspired to create a drug dystopia in Stanwood, you have shown wisdom and careful examination of the issue first by eliminating the potential for a processing/production facility, then by removing the possibility of having such a facility along our main tourist thoroughfare and lastly by ensuring only one such facility may exist. These actions have ensured the retail shop matches the character of Stanwood, and I greatly appreciate it.

For the sake of what final consideration you may be making I'd like to address a few subjects that I believe have been misrepresented to City Council by some:

-Concept that individuals will be in town and not in their right mind, owing to a marijuana shop: Unlike the several bars/restaurants that allow outdoor drinking, a retail marijuana shop does not allow consumption of its products anywhere within its property, including any parking spots.

-Comparisons to SR 99 in South County: The stretch of state route 99 between Everett and Seattle has been a problem for communities and law enforcement decades before marijuana legalization and placement of retail shops. While other jurisdictions are allowing zoning rules that allow placement of several shops, Stanwood is limiting to one. I would recommend the Council focus their comparison's to city's such as Maple Valley, who has one shop, and continues to enjoy its family friendly, politically diverse and largely church going identity.

-Motor Vehicle Crashes: There are a number of studies that seek to place or seek to remove association of traffic related accidents to legalized marijuana. According to a 2017 study by the American Public Health Association: "Conclusions. Three years after recreational marijuana legalization, changes in motor vehicle crash fatality rates for Washington and Colorado were not statistically different from those in similar states without recreational marijuana legalization. Future studies over a longer time remain warranted." If we believe that individuals in Stanwood are among the sort to frequently drive under the influence of marijuana, the implication of that argument is we are actually safer with a location in town vs. those motorists leaving our town in search of a high and making their ingress back to Stanwood under the influence from either Camano or Conway.

-Association of Marijuana with other illegal drugs: Folks of my generation grew up hearing that marijuana was the gateway to much harder drugs. In some ways that was true, marijuana, alongside alcohol and cigarettes are generally an American's first experiment in doing something they shouldn't at a young age. Being a formerly illegal substance, a person looking for weed would likely be dealing with someone who sells other substances. We are lucky that this paradigm has shifted and marijuana is now able to be purchased in a clinical manner with full labeling as to what one will be using. While there are absolute downsides to marijuana use in children and those who overuse it, we are now seeing a dramatic decrease in prescribed opioids in state's where marijuana is accessible.

<https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fjamanetwork.com%2Fjournals%2Fjamainternalmedicine%2Farticle->

[abstract%2F2676999%3Fredirect%3Dtrue&data=02%7C01%7Cryan.larsen%40ci.stanwood.wa.us%7C87bf2672bf74467d14f108d5c18ffae4%7C6bd456aabc074218897c4d0a6a503ee2%7C1%7C1%7C636627746495171549&sdata=WbyDZfeVXyUZ5u7Jlu%2BAdex1xIAEt2mmxFmAhdYqM%3D&reserved=0](https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fjamanetwork.com%2Fjournals%2Fjamainternalmedicine%2Farticle-abstract%2F2676999%3Fredirect%3Dtrue&data=02%7C01%7Cryan.larsen%40ci.stanwood.wa.us%7C87bf2672bf74467d14f108d5c18ffae4%7C6bd456aabc074218897c4d0a6a503ee2%7C1%7C1%7C636627746495171549&sdata=WbyDZfeVXyUZ5u7Jlu%2BAdex1xIAEt2mmxFmAhdYqM%3D&reserved=0)

Thank you for considering my thoughts, I would encourage you to vote in favor of the reading of ordinance 1456.

Kelly McGill

This Issue

Views **13,294** | Citations **0** | Altmetric **1749** | Comments **2**

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Original Investigation | Health Care Policy and Law

May 2018

Association Between US State Medical Cannabis Laws and Opioid Prescribing in the Medicare Part D Population

Ashley C. Bradford, BA¹; W. David Bradford, PhD¹; Amanda Abraham, PhD¹; [et al](#)

» Author Affiliations

JAMA Intern Med. 2018;178(5):667-672. doi:10.1001/jamainternmed.2018.0266



Editorial
Comment



Related
Articles



Interviews

Key Points

Question What is the association between US state implementation of medical cannabis laws and opioid prescribing under Medicare Part D?

Findings This longitudinal analysis of Medicare Part D found that prescriptions filled for all opioids decreased by 2.11 million daily doses per year from an average of 23.08 million daily doses per year when a state instituted any medical cannabis law. Prescriptions for all opioids decreased by 3.742 million daily doses per year when medical cannabis dispensaries opened.

Meaning Medical cannabis policies may be one mechanism that can encourage lower prescription opioid use and serve as a harm abatement tool in the opioid crisis.

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Abstract

Importance Opioid-related mortality increased by 15.6% from 2014 to 2015 and increased almost 320% between 2000 and 2015. Recent research finds that the use of all pain medications (opioid and nonopioid collectively) decreases in Medicare Part D and Medicaid populations when states approve medical cannabis laws (MCLs). The association between MCLs and opioid prescriptions is not well understood.

Objective To examine the association between prescribing patterns for opioids in Medicare Part D and the implementation of state MCLs.

Design, Setting, and Participants Longitudinal analysis of the daily doses of opioids filled in Medicare Part D for all opioids as a group and for categories of opioids by state and state-level MCLs from 2010 through 2015. Separate models were estimated first for whether the state had implemented any MCL and second for whether a state had implemented either a dispensary-based or a home cultivation only-based MCL.

Main Outcomes and Measures The primary outcome measure was the total number of daily opioid doses prescribed (in millions) in each US state for all opioids. The secondary analysis examined the association between MCLs separately by opioid class.

Results From 2010 to 2015 there were 23.08 million daily doses of any opioid dispensed per year in the average state under Medicare Part D. Multiple regression analysis results found that patients filled fewer daily doses of any opioid in states with an MCL. The associations between MCLs and any opioid prescribing were statistically significant when we took the type of MCL into account: states with active dispensaries saw 3.742 million fewer daily doses filled (95% CI, -6.289 to -1.194); states with home cultivation only MCLs saw 1.792 million fewer filled daily doses (95% CI, -3.532 to -0.052). Results varied by type of opioid, with statistically significant estimated negative associations observed for hydrocodone and morphine. Hydrocodone use decreased by 2.320 million daily doses (or 17.4%) filled with dispensary-based MCLs (95% CI, -3.782 to -0.859; $P = .002$) and decreased by 1.256 million daily doses (or 9.4%) filled with home-cultivation-only-based MCLs (95% CI, -2.319 to -0.193; $P = .02$). Morphine use decreased by 0.361 million daily doses (or 20.7%) filled with dispensary-based MCLs (95% CI, -0.718 to -0.005; $P = .047$).

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Conclusions and Relevance Medical cannabis laws are associated with significant reductions in opioid prescribing in the Medicare Part D population. This finding was particularly strong in states that permit dispensaries, and for reductions in hydrocodone and morphine prescriptions.

Invited Commentary

The Role of Cannabis Legalization in the Opioid Crisis



Full Text

Comment

2 Comments for this article

EXPAND ALL

April 17, 2018

Cannabis and pain

DAVID KELLER, MD, MS | Retired internist

The authors cite 7 papers as providing "clinical evidence that cannabis can be used to manage pain," references 17-23. The PubMed abstracts for these papers reveal that only three were clinical studies of the efficacy of cannabis as an analgesic; one was a safety study that did not report on efficacy, and 3 were review papers that generally pointed out the dearth of good studies of cannabis as an analgesic.

The 3 clinical studies tested smoked cannabis versus placebo, but not against an opioid, NSAID, or other analgesic known to be effective against moderate to severe somatic ...

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May 15, 2018

Adding a Personal Experience

Kristina Etter | Patient

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Erica Schorn

From: Peggy Kitting <peggypoo321@yahoo.com>
Sent: Monday, June 04, 2018 5:48 PM
To: Erica Schorn; Leonard Kelley; Larry Sather; Judith Williams; Timothy Pearce; Elizabeth Callaghan; Dianne White; Rob Johnson
Subject: No Marijuana Shop in Stanwood

To my elected official:

Please make this article as a party of the record.

Thank you,
Peggy Kitting
7229 286th PL NW
Stanwood, WA 98292

ARTICLE BELOW*****

Neuroscientist: I support legalized marijuana, but don't ignore the science on its dangers

Updated 1:36 PM; Posted 8:28 AM

By The Washington Post

By Judith Grisel

Three decades ago, I would have been over the moon to see marijuana legalized. It would have saved me a lot of effort spent trying to avoid detection, constantly looking for places to hide a joint. I smoked throughout my teens and early 20s. During this period, upon landing in a new city, my first order of business was to score a quarter-ounce. The thought of a concert or a vacation without weed was simply too bleak.

These days it's hard to find anybody critical of marijuana. The drug enjoys broad acceptance by most Americans -- 63 percent favored ending cannabis prohibition in a recent Quinnipiac poll -- and legislators on both sides of the aisle are becoming more likely to endorse than condemn it.

After years of loosening restrictions on the state level, there are signs that the federal government could follow suit: In April, Senate Minority Leader Charles Schumer, D-N.Y., became the first leader of either party to support decriminalizing marijuana at the federal level, and President Donald Trump (his attorney general notwithstanding) promised a Republican senator from Colorado that he would protect states that have legalized pot.

And why not? The drug is widely thought to be either benign or beneficial. Even many of those apathetic toward its potential health benefits are ecstatic about its commercial appeal, whether for personal profit or state tax revenue. Legalization in many cases, and for many reasons, can be a good thing. I'm sympathetic.

But I am also a neuroscientist, and I can see that the story is being oversimplified. The debate around legalization - which often focuses on the history of racist drug laws and their selective enforcement - is astoundingly naive about how the widespread use of pot will affect communities and individuals, particularly teenagers. In our rush to throw open the gate, we might want to pause to consider how well the

political movement matches up with the science, which is producing inconveniently alarming studies about what pot does to the adolescent brain.

I took a back-door route to the science of marijuana, starting with a personal investigation of the plant's effects. When I was growing up in South Florida in the 1980s, pot was readily available, and my appreciation quickly formed the basis for an avid habit. Weed seemed an antidote to my adolescent angst and ennui, without the sloppiness of alcohol or the jaw-grinding intensity of stimulants.

Of the many things I loved about getting high, the one I loved best was that it commuted the voice in my head - usually peevisish or bored - to one full of curiosity and delight. Marijuana transformed the mundane into something dramatic: family outings, school, work or just sitting on the couch became endlessly entertaining when I was stoned.

Like any mind-altering substance, marijuana produces its effects by changing the rate of what is already going on in the brain. In this case, the active ingredient delta-9-THC substitutes for your own natural endocannabinoids and mimics their effects. It activates the same chemical processes the brain employs to modulate thoughts, emotions and experiences. These specific neurotransmitters, used in a targeted and judicious way, help us sort the relentless stream of inputs and flag the ones that should stand out from the torrent of neural activity coding stray thoughts, urges and experience. By flooding the entire brain, as opposed to select synapses, marijuana can make everything, including the most boring activities, take on a sparkling transcendence.

Why object to this enhancement? As one new father told me, imbibing made caring for his toddler much more engrossing and thus made him, he thought, a better parent. Unfortunately, there are two important caveats from a neurobiological perspective.

As watering a flooded field is moot, widespread cannabinoid activity, by highlighting everything, conveys nothing. And amid the flood induced by regular marijuana use, the brain dampens its intrinsic machinery to compensate for excessive stimulation. Chronic exposure ultimately impairs our ability to imbue value or importance to experiences that truly warrant it.

In adults, such neuro-adjustment may hamper or derail a successful and otherwise fulfilling life, though these capacities will probably recover with abstinence. But the consequences of this desensitization are more profound, perhaps even permanent, for adolescent brains. Adolescence is a critical period of development, when brain cells are primed to undergo significant organizational changes: Some neural connections are proliferating and strengthening, while others are pared away.

Although studies have not found that legalizing or decriminalizing marijuana leads to increased use among adolescents, perhaps this is because it is already so popular. More teenagers now smoke marijuana than smoke products with nicotine; between 30 and 40 percent of high school seniors report smoking pot in the past year, about 20 percent got high in the past month, and about 6 percent admit to using virtually every day. The potential consequences are unlikely to be rare or trivial.

The decade or so between puberty and brain maturation is a critical period of enhanced sensitivity to internal and external stimuli. Noticing and appreciating new ideas and experiences helps teens develop a sense of personal identity that will influence vocational, romantic and other decisions - and guide their life's

trajectory. Though a boring life is undoubtedly more tolerable when high, with repeated use of marijuana, natural stimuli, like those associated with goals or relationships, are unlikely to be as compelling.

It's not surprising, then, that heavy-smoking teens show evidence of reduced activity in brain circuits critical for flagging newsworthy experiences, are 60 percent less likely to graduate from high school, and are at substantially increased risk for heroin addiction and alcoholism. They show alterations in cortical structures associated with impulsivity and negative moods; they're seven times more likely to attempt suicide.

Recent data is even more alarming: The offspring of partying adolescents, specifically those who used THC, may be at increased risk for mental illness and addiction as a result of changes to the epigenome - even if those children are years away from being conceived. The epigenome is a record of molecular imprints of potent experiences, including cannabis exposure, that lead to persistent changes in gene expression and behavior, even across generations. Though the critical studies are only now beginning, many neuroscientists prophesize a social version of Rachel Carson's "Silent Spring," in which we learn we've burdened our heirs only generations hence. Might the relationship between marijuana exposure and changes in brain and behavior be coincidence, as tobacco companies asserted about the link between cancer and smoking, or does THC cause these effects? Unfortunately, we can't assign people to smoking and nonsmoking groups in experiments, but efforts are underway to follow a large sample of children across the course of adolescent development to study the effects of drug exposure, along with a host of other factors, on brain structure and function, so future studies will probably be able to answer this question.

In the same way someone who habitually increases the volume in their headphones reduces their sensitivity to birdsong, I followed the "gateway" pattern from pot and alcohol to harder drugs, leaping into the undertow that eventually swept away much of what mattered in my life. I began and ended each day with the bong on my nightstand as I floundered in school, at work and in my relationships. It took years of abstinence, probably mirroring the duration and intensity of my exposure, but my motivation for adventure seems largely restored. I've been sober since 1986 and went on to become a teacher and scholar. The single-mindedness I once directed toward getting high came in handy as I worked on my dissertation. I suspect, though, that my pharmacologic adventures left their mark.

Now, as a scientist, I'm unimpressed with many of the widely used arguments for the legalization of marijuana. "It's natural!" So is arsenic. "It's beneficial!" The best-documented medicinal effects of marijuana are achieved without the chemical compound that gets users high. "It's not addictive!" This is false, because the brain adapts to marijuana as it does to all abused drugs, and these neural adjustments lead to tolerance, dependence and craving - the hallmarks of addiction.

It's true that a lack of benefit, or even a risk for addiction, hasn't stopped other drugs like alcohol or nicotine from being legal, used and abused. The long U.S. history of legislative hypocrisy and selective enforcement surrounding mind-altering substances is plain to see. The Marihuana Tax Act of 1937, the first legislation designed to regulate pot, was passed amid anti-Mexican sentiment (as well as efforts to restrict cultivation of hemp, which threatened timber production); it had nothing to do with scientific evidence of harm. That's true of most drug legislation in this country. Were it not the case, LSD would be less regulated than alcohol, since the health, economic and social costs of the latter far outweigh those of the former. (Most neuroscientists don't believe that LSD is addictive; its potential benefits are being studied at Johns Hopkins and New York University, among other places.)

When does Gov. Murphy think marijuana will be legal?

Still, I'm not against legalization. I simply object to the astounding lack of skepticism about pot in our current debate. Whether or not to legalize weed is the wrong question. The right one is: How will growing use of delta-9-THC affect individuals and communities?

Though the evidence is far from complete, wishful thinking and widespread enthusiasm are no substitutes for careful consideration. Instead of rushing to enact new laws that are as nonsensical as the ones they replace, let's sort out the costs and benefits, using current scientific knowledge, while supporting the research needed to clarify the neural and social consequences of frequent use of THC. Perhaps then we'll avoid practices that inure future generations to what's really important.

*Judith Grisel is a professor of psychology and neuroscience at Bucknell University, where she is a practicing neuroscientist. This piece first appeared in the Washington Post.
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http://www.nj.com/opinion/index.ssf/2018/06/legalizing_marijuana_is_fine_but_dont_ignore_the_s.html



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a

DATE: June 14, 2018

SUBJECT: Public Hearing to consider testimony regarding adopting the Six Year Transportation Improvement Plan (TIP) – 2019 through 2024

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - RCW 35.77.010
B – Map of Project Locations
C – Project Cost Spreadsheet
D – CIP Update for TIP Elements 2019-2024
E - 20 year Comp Plan Transportation Cost Estimates

ISSUE

The issue in front of the Council is to hold a public hearing regarding the Six Year Transportation Improvement Plan (TIP) for later adoption of Resolution 2018-12.

SUMMARY STATEMENT

The City of Stanwood is required by RCW 35.77.010 (ATTACHMENT A) to prepare and adopt a transportation improvement plan by July of each year for the ensuing six calendar years. The City of Stanwood's Six Year Transportation Improvement Plan (TIP) is required to be consistent with the adopted comprehensive plan and filed with the Washington Department of Transportation as well as the Puget Sound Regional Council.

DISCUSSION

Staff reviewed the City's existing Six Year TIP as well as future transportation improvement projects to update Stanwood's Six Year TIP as required by RCW 35.77.010 (ATT B & C). Staff discussed the issue with the Public Works Committee at their April 9, 2018 meeting as well as with full Council at their May 24, 2018 meeting.

The purpose of the 6-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 6-Year TIP.

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

SUMMARY OF CHANGES FOR 2019-2024

STREET PROJECTS	UPDATE	REASON
Cedarhome Drive Grind and Overlay Railroad Tracks to 80th Ave	REMOVED	Project Completed
SR532 Corridor Study	REMOVED	WSDOT funding no longer available
SIDEWALK PROJECTS	UPDATE	REASON
276th Street NW Between 70 th and 73rd	REMOVE ROW Phase	Completed in 2018
98th Dr NW East Side between SR532 (268 th St) and 270 th	Changed project area from west side to east side	Correction
92nd Ave NW West Side between north of 271 st and 272 nd	*Removed PE phase *Split out costs for ROW and CN	Completed in 2018 ROW - \$50K CN - \$100K
284th St NW West of 68 th St to 69 th St	Changed project area from North Side between 68 th St and east of 72 nd St	Correction
272nd St NW North Side between 72 nd Ave and West of 76 th Dr.	REMOVE PE Phase	Completed in 2018
72nd Ave NW West Side between 272 nd and 276 th	Changed area from east side to west side, & from 268 th to 276 th .	To be in conjunction with the High School's frontage improvements
TRAIL PROJECTS	UPDATE	REASON
No changes		

FINANCIAL IMPACT

There are no budget impacts or 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).

COMMITTEE RECOMMENDATIONS

The Six Year Transportation Improvement Plan was reviewed and discussed by the Public Works Committee on April 9, 2018 and Council on May 24, 2018. 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 comment on the 2019 Six Year Transportation Improvement Plan.
- 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

HOLD THE PUBLIC HEARING TO CONSIDER TESTIMONY REGARDING ADOPTING THE SIX YEAR TRANSPORTATION IMPROVEMENT PLAN (TIP) – 2019 THROUGH 2024.

RCW 35.77.010

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

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

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

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

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

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

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

STREET PROJECTS - CIP

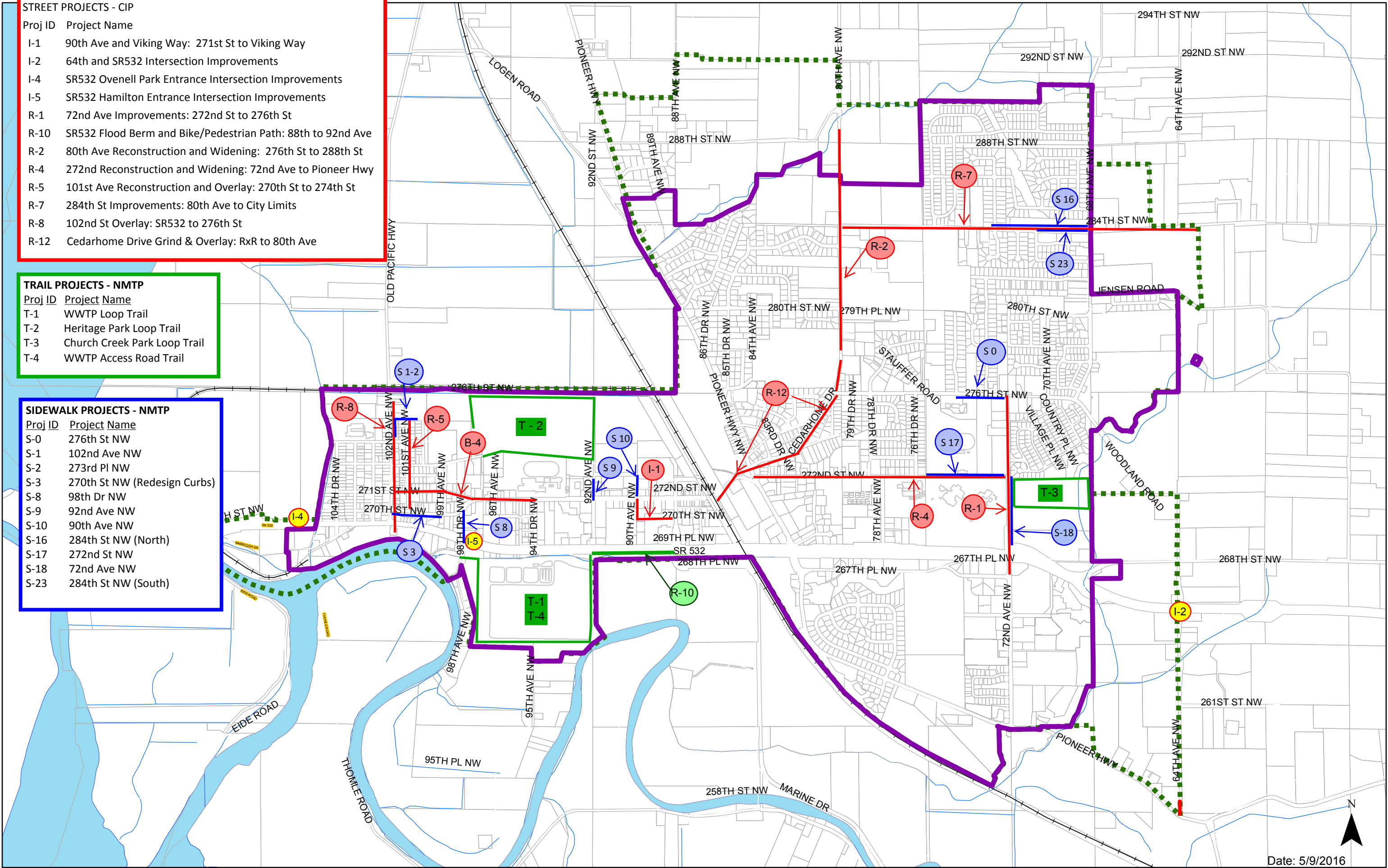
Proj ID	Project Name
I-1	90th Ave and Viking Way: 271st St to Viking Way
I-2	64th and SR532 Intersection Improvements
I-4	SR532 Ovenell Park Entrance Intersection Improvements
I-5	SR532 Hamilton Entrance Intersection Improvements
R-1	72nd Ave Improvements: 272nd St to 276th St
R-10	SR532 Flood Berm and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

TRAIL PROJECTS - NMTP

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

SIDEWALK PROJECTS - NMTP

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



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

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

ATTACHMENT C

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

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

ATTACHMENT C

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

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

ATTACHMENT C

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

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

ATTACHMENT C

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

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

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

ATTACHMENT D

CIP 2019-2024 DRAFT UPDATE FOR TIP ELEMENTS

Street (Funds 102/103/108)		Budget					
		2019	2020	2021	2022	2023	2024
		Permits	20	22	22	20	20
Project ID	Beginning Cash & Investments		\$1,928,476	\$2,678,056	\$1,954,983	\$2,232,877	\$2,256,713
	Revenues						
	Impact Fees		\$70,460	\$77,506	\$77,506	\$70,460	\$70,460
	Transfer in LID closeout						
	Developer Funding		\$500,000	\$200,000	\$2,637,000	\$4,921,000	\$3,854,000
	Bond Proceeds						
	WSDOT/Safe Routes to School		\$93,250		\$3,500,000		
	DOC/Safe Routes to School		\$316,370				
	PSRC - STP		\$500,000	\$330,000			
	Bond Proceeds/other local funds		\$1,336,948	\$2,608,332	\$309,120	\$1,000,000	\$500,000
	Grants		\$1,756,250	\$1,718,436	\$2,276,000	\$8,215,000	\$735,828
	Transportation Sales Tax		\$292,900	\$295,830	\$298,788	\$301,776	\$304,794
	Interest		\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
	Total Resources (includes BNC)	\$44,199,004	\$6,796,254	\$7,909,760	\$11,054,997	\$16,742,713	\$7,723,395
	Total						
	Expenditures:	Proj Cost					
I-1	Viking Way / 90th	\$2,926,250	\$2,926,250				
I-2	64th and SR532 Intersection Improvement	\$3,500,000		\$3,500,000			
I-4	SR532/Ovenell Access	\$3,500,000		\$330,000	\$700,000	\$2,470,000	
I-5	SR532/98th Hamilton Access	\$3,500,000		\$525,000	\$700,000	\$2,275,000	
R-1	72nd (272nd - 276th)	\$1,728,000		\$200,000	\$528,000	\$2,000,000	
R-2	80th Reconstruction (276th - 288th)	\$7,030,000			\$2,109,000	\$4,921,000	
R-4	272nd Reconstruction and Widening: 72nd Ave to Pioneer Hwy	\$4,000,000		\$2,000,000			\$2,000,000
R-5	101st Ave Reconstruction and Overlay: 270th St to 274th St	\$2,640,000		\$660,000	\$132,000	\$1,848,000	
R-7	284th St Improvements: 80th Ave to City Limits	\$6,220,000	\$500,000		\$744,000	\$622,000	\$4,354,000
R-8	102nd St NW Overlay	\$390,000	\$390,000				
S 0-23	Sidewalks	\$2,073,321	\$20,000	\$1,867,441	\$185,880		\$714,612
S 0-23	Downtown Sidewalk Imprv.	\$1,413,352	\$256,948	\$297,336	\$123,240	\$735,828	
	Miscellaneous	\$50,000	\$25,000	\$25,000			
	Pavement Inventory	\$50,000		\$50,000			
	Viaduct Roundabout - Fund 108	\$350,000			\$100,000	\$250,000	
	80th (276th - Cedarhome Round - Fund 108	\$350,000				\$250,000	
	Total Expenditures	\$39,720,923	\$4,118,198	\$5,954,777	\$8,822,120	\$14,486,000	\$5,339,828
	Ending Cash & Investments	\$4,478,081	\$2,678,056	\$1,954,983	\$2,232,877	\$2,256,713	\$2,383,567

ATTACHMENT E

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

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



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a.i.

DATE: June 14, 2018

SUBJECT: Adopt Resolution 2018-12 Six Year Transportation Improvement Plan 2019 through 2024

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Resolution 2018-12 Six-Year Transportation Improvement Plan 2019-2024

ISSUE

Adoption of Resolution 2018-12 (ATT A) the City of Stanwood's Six Year Transportation Improvement Plan 2019-2024.

SUMMARY STATEMENT

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

The Public Works Committee reviewed and supports the City of Stanwood's Six Year Transportation Improvement Plan for 2019 to 2024 and recommends Council adopt Resolution 2018-12 the City of Stanwood's Six Year Comprehensive Transportation Improvement Plan.

CITY COUNCIL OPTIONS

1. Adopt Resolution 2018-12 the City of Stanwood's Six Year Transportation Improvement Plan 2019-2024.
2. Do not adopt Resolution 2018-12 the City of Stanwood's Six-Year Transportation Improvement Plan 2019-2024 and send this item back to staff and the Public Works Committee for additional information, review, and revision.

RECOMMENDED MOTION

**I MOVE TO ADOPT RESOLUTION 2018-12 THE CITY OF STANWOOD'S SIX-YEAR
TRANSPORTATION IMPROVEMENT PLAN.**

City of Stanwood

RESOLUTION 2018-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANWOOD
ADOPTING A COMPREHENSIVE SIX YEAR TRANSPORTATION
IMPROVEMENT PLAN FOR THE YEARS 2019 THROUGH 2024**

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Stanwood did prepare a Comprehensive Six Year Transportation Improvement Plan for 2019 through 2024; and

WHEREAS, pursuant to said law, the City Council of the City of Stanwood did hold a public hearing on the Comprehensive Six Year Transportation Improvement Plan in the Stanwood-Camano School District Administration Building Board Room at Stanwood, Washington on June 14, 2018; and

WHEREAS, notice of said hearing was published in the Stanwood Camano Newspaper on June 5, 2018.

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 14th day of June, 2018.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

David A. Hammond, City Clerk

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

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

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

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

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

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

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

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

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

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

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



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 12b

DATE: June 14, 2018

SUBJECT: Authorize the mayor to sign acceptance of Grant for the Shoreline Master Program Periodic Update

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A - DOE and City of Stanwood Grant Agreement
B - Resolution 2018-14 Public Participation Plan

ISSUE

The issue in front of the City Council is whether or not to authorize the mayor to sign the grant agreement to receive \$15,000 towards the processing of the periodic update for the Shoreline Master Program.

RECOMMENDATION

1. Review and discuss the proposed grant agreement with Department of Ecology for the Shoreline Master Program periodic update.
2. Support the mayor signing the grant agreement to receive \$15,000 toward the processing of the periodic update for the Shoreline Master Program.
3. Support the draft public participation plan that will guide the Shoreline Master Plan update process.

SUMMARY STATEMENT

The City has applied for and received a grant of \$15,000 from the Washington State Department of Ecology (DOE) to fund the periodic update to the Shoreline Master Program. The City's scope of work follows the DOE guidelines and is consistent with Growth Management Act requirements. This periodic review will not be a complete re-write of the existing plan, rather it will be a limited update to sections of the Plan that have been affected by new State laws and other minor suggested edits by staff.

Also attached is a copy of the public participation plan that will guide the Shoreline Master Plan update process. The Planning Commission will be reviewing the plan at their June 11 meeting and staff will update the Council on June 14 with the Commission's recommendation.

DISCUSSION

The Shoreline Management Act requires each city and county to review, and, if necessary, revise their SMP at least once every eight years. The legislature set a staggered schedule that alternates with the Comprehensive Plan review under the Growth Management Act.

Jurisdictions within King, Pierce and Snohomish County are required to conduct a periodic review by June 30, 2019. The procedural update requirements are contained in RCW 90.58.080 and WAC 173-26-090. All jurisdictions are required to complete this periodic review, which includes updating the local SMP or adopting findings that no updates are needed to maintain compliance with state law. Changes to scientific data, ecological studies and cumulative impacts are not required.

Plan updates must be approved by the Department of Ecology after the local review process is completed. The State Department of Ecology provides partial funding for the update. Staff is anticipating starting the update later next month and be completed by April 30, 2019.

FINANCIAL IMPACT

The City will receive \$15,000 from the DOE and does not need to match the dollars provided. However, staff will expend staff time completing the update. \$6,500 dollars of the grant funding will go directly towards the update of the Shoreline Master Program. The other \$8,500 will go toward evaluating public access and use within publicly owned land within the shoreline environment.

COMMITTEE RECOMMENDATION

Once the update process begins, the Community Development Committee will be involved in the update process.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the grant award with the Department of Ecology for the periodic update of the City of Stanwood's Shoreline Master Program.
2. Do not authorize the mayor to sign the grant award with the Department of Ecology for the periodic update of the City of Stanwood's Shoreline Master Program at this time and direct staff to address specific Council issues or concerns prior to Council reconsidering the agreement.
3. Do not authorize the mayor to sign the grant award with the Department of Ecology for the periodic update of the City of Stanwood's Shoreline Master Program.

4. Adopt Resolution 2018-14, Public Participation Plan as recommended by the Planning Commission or with edits.

RECOMMENDED MOTION

Motion #1:

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE GRANT AWARD WITH THE DEPARTMENT OF ECOLOGY FOR THE PERIODIC UPDATE OF THE CITY OF STANWOOD'S SHORELINE MASTER PROGRAM.

Motion #2:

I MOVE TO AUTHORIZE THE MAYOR TO SIGN RESOLUTUION 2018-14, PUBLIC PARTICIPATION PLAN, FOR THE PERIODIC UPDATE OF THE CITY OF STANWOOD'S SHORELINE MASTER PROGRAM.

Agreement No. SEASMP-1719-Stanwo-00019**SHORELANDS SHORELINE MASTER PROGRAM (1719) AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF STANWOOD**

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

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$15,000.00
Total Eligible Cost:	\$15,000.00
Ecology Share:	\$15,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will complete a periodic review of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (Guidelines).

Project Long Description:

The purpose of the SMP periodic review is (a) To assure that the master program complies with applicable law and guidelines in effect at the time of the review, and (b) To assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information or improved data.

Overall Goal:

Periodic Review Checklist and draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-1719-Stanwo-00019
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Stanwood

RECIPIENT INFORMATION

Organization Name: City of Stanwood

Federal Tax ID: 91-6001509

DUNS Number: 019256379

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

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

Organization Email: ryan.larsen@ci.stanwood.wa.us

Contacts

Project Manager	Ryan Larsen Director - Community Development 10220 - 270th Street NW Stanwood, Washington 98292 Email: ryan.larsen@ci.stanwood.wa.us Phone: (360) 629-2181
Billing Contact	Wendy Corder Dowhower Senior Accountant 10220 270th ST NW Stanwood, Washington 98292 Email: wendy.dowhower@ci.stanwood.wa.us Phone: (360) 629-2181 x4502
Authorized Signatory	Leonard Kelley Mayor 10220 270th Street NW Stanwood, Washington 98292 Email: leonard.kelley@ci.stanwood.wa.us Phone: (360) 629-2181

Agreement No: SEASMP-1719-Stanwo-00019

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Stanwood

ECOLOGY INFORMATION

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

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Misty Blair 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: mbla461@ecy.wa.gov Phone: (425) 649-4309
Financial Manager	Amy Krause PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107

Agreement No: SEASMP-1719-Stanwo-00019
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Stanwood

AUTHORIZING SIGNATURES

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

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

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

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

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

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

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Stanwood

By: _____

By: _____

Gordon White

Date

Leonard Kelley

Date

Shorelands

Mayor

Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,500.00**

Task Title: Project Oversight: Coordination, Management, and Administration

Task Description:

Project Oversight

The RECIPIENT shall provide services necessary to complete the scope of work in compliance with this ECOLOGY grant. Oversight services include 1) project coordination, 2) project management, and 3) project administration.

1.1 Project Coordination:

A. The RECIPIENT shall coordinate throughout the SMP review process with ECOLOGY. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT shall coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

1.2 Project Management:

A. The RECIPIENT shall conduct activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

1.3 Project Administration:

A. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records, and be in compliance of deliverables on content and established due dates.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.

* Properly maintained project documentation.

Agreement No: SEASMP-1719-Stanwo-00019

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Stanwood

Recipient Task Coordinator: Ryan Larsen**Project Oversight: Coordination, Management, and Administration****Deliverables**

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2019

Agreement No: SEASMP-1719-Stanwo-00019
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Stanwood

SCOPE OF WORK

Task Number: 2 **Task Cost: \$0.00**

Task Title: Secure Consultant Services

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services: In accordance with the RECIPIENT procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

Contract and sub-agreement with consultant(s) (if applicable).

Recipient Task Coordinator: N/A

Secure Consultant Services**Deliverables**

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL.	
2.2	Update in progress report.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$500.00

Task Title: Public Participation

Task Description:

The RECIPIENT will:

A. Develop Public Participation Plan: Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities: Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Ryan C. Larsen

Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL.	
3.2	Updates of public involvement activities in progress report.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$500.00

Task Title: Review Shoreline Master Program and draft revisions, if needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to RCW 90.58 and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program.
3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Finding of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the public review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Ryan Larsen

Review Shoreline Master Program and draft revisions, if needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL.	
4.2	Draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$3,000.00

Task Title: Local SMP or Findings of Adequacy Adoption Process

Task Description:

The RECIPIENT will:

Conduct a local review and adoption process for the proposed Shoreline Master Program as provided in the SMA, WAC 173-26, and the State Environmental Policy Act (SEPA). Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies or regulations together with copies of any provisions adopted by reference. Where no changes are needed, the local process will include formal Findings of Adequacy.

A. Assemble complete Final Draft SMP amendment or Findings of Adequacy

Assemble a complete SMP amendment for review and approval by the local jurisdictional governing body. Where the review determined that no changes are needed, prepare formal Findings of Adequacy.

B. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

C. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

D. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

E. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

F. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Task Goal Statement:

To complete a locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Task Expected Outcome:

A locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Agreement No: SEASMP-1719-Stanwo-00019
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Stanwood

Recipient Task Coordinator: Ryan Larsen

Local SMP or Findings of Adequacy Adoption Process

Deliverables

Number	Description	Due Date
5.1	A draft SMP amendment or Findings of Adequacy, with relevant supporting documentation, and a complete Periodic Review checklist. (Task 5.A). Upload to EAGL.	
5.2	SEPA products: Checklist; Threshold Determination; SEPA notice. (Task 5.B). Upload to EAGL.	
5.3	Evidence of compliance with GMA notice requirements. (Task 5.C). Upload to EAGL.	
5.4	Public hearing record. (Task 5.D). Upload to EAGL.	
5.5	Response to comments received. (Task 5.E). Upload to EAGL.	
5.6	Locally adopted draft SMP amendment or Findings of Adequacy and Periodic Review Checklist. (Task 5.F). Upload to EAGL.	

SCOPE OF WORK

Task Number: 6 **Task Cost:** \$4,250.00

Task Title: Shoreline Public Access

Task Description:

The RECIPIENT will:

Review the regulations within the shoreline environment for identification of possible locations to provide public access to the Stillaguamish River on publicly owned land.

Task Goal Statement:

To ensure safe, convenient and diversified access for the public to the publicly owned land in the shoreline environment.

Task Expected Outcome:

Determine adequate locations on publicly owned land within the shoreline environment for public access. Implement Policy SH-5.2 which states, “Public access to and along the water's edge should be available throughout publicly owned shoreline areas although direct physical access to the water’s edge may be restricted to protect shoreline ecological values.”

Recipient Task Coordinator: Ryan Larsen

Shoreline Public Access

Deliverables

Number	Description	Due Date
6.1	Complete a map showing proposed public access locations on publicly owned land. Upload to EAGL.	
6.2	Complete a cost analysis for proposed public access locations. Upload to EAGL.	

SCOPE OF WORK

Task Number: 7 **Task Cost:** \$4,250.00

Task Title: Uses within Shoreline Jurisdiction

Task Description:

The RECIPIENT will:

Review the regulations within the shoreline environment for identification of recreational uses such as trails, open space areas, lookout/view points, wetland enhancement areas, boardwalks, etc. As well as review existing facilities for improvements to ensure compatibility with the shoreline environment.

Task Goal Statement:

To provide additional opportunities for diverse forms of recreation for the public on publicly owned land and improvement of present facilities.

Task Expected Outcome:

Coordinate with local and state and if needed federal agencies so that shoreline recreational developments are consistent with the city's Comprehensive Plan and Parks Recreation, Open Space and Trails Plan.

Recipient Task Coordinator: Ryan Larsen

Uses within Shoreline Jurisdiction

Deliverables

Number	Description	Due Date
7.1	Complete a map showing recreational activities within the shoreline environment. Upload to EAGL.	

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BUDGET

Funding Distribution EG180259

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

Funding Title: Environmental Legacy Stewardship Account (Funding Type: Grant
Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019
Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)
Type: State
Funding Source %: 100%
Description: Shorelands Periodic Review of Shoreline Master Program

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

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Environmental Legacy Stewardship Account (ELSA)	Task Total
Project Oversight: Coordination, Management, and Administration	\$ 2,500.00
Secure Consultant Services	\$ 0.00
Public Participation	\$ 500.00
Review Shoreline Master Program and draft revisions, if needed	\$ 500.00
Local SMP or Findings of Adequacy Adoption Process	\$ 3,000.00
Shoreline Public Access	\$ 4,250.00
Uses within Shoreline Jurisdiction	\$ 4,250.00

Total: \$ 15,000.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0.00 %	\$ 0.00	\$ 15,000.00	\$ 15,000.00
Total		\$ 0.00	\$ 15,000.00	\$ 15,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

The RECIPIENT will negotiate the task deliverable due dates with ECOLOGY's Project Manager.

The task deliverable due dates will be managed by and through the Deliverable Due Date form located on the Application Menu – Forms page in EAGL. (Note: This form does not automatically print out with the agreement).

The RECIPIENT will coordinate and keep track of these dates with ECOLOGY's Project Manager and will note any changes on the quarterly progress reports.

GENERAL FEDERAL CONDITIONS

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

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

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

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GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

RECIPIENT shall:

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

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

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

7. COMPLIANCE WITH ALL LAWS

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

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

10. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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

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

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

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

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

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

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

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

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

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

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

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authorize others to use the same for federal, state, or local government purposes.

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

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

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

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

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

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

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

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

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

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

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

Agreement No: SEASMP-1719-Stanwo-00019
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Stanwood

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

Agreement No: SEASMP-1719-Stanwo-00019
Project Title: Shoreline Master Program – Periodic Review
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completed on such documents and other materials.

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

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION NO. 2018-14

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON,
ADOPTING THE PUBLIC PARTICIPATION PLAN AND WORK
PROGRAM FOR CONDUCTING THE LEGISLATURES MANDATED
2019 SHORELINE MASTER PROGRAM PERIODIC REVIEW UPDATE.**

WHEREAS, the City of Stanwood adopted its most recent Shoreline Master Plan and Regulations on October 9, 2014 after an extensive update process, and

WHEREAS, RCW 90.58.080(4) of the State Shoreline Management Act (SMA) requires that the City of Stanwood take legislative action to review its Shoreline Master Program by June 30, 2019, and

WHEREAS, the City anticipates only minor plan amendments to bring the Shoreline Master Plan and Regulations into compliance with state law changes since 2015, and

WHEREAS, to assist SMA planning jurisdictions the State Department of Ecology, which administers the SMA, provides compliance checklists for agencies to review against their local Shoreline Master Programs, and

WHEREAS, Stanwood's planning staff used the Ecology checklists to review the City's SMP for compliance with applicable provisions of the SMA, and

WHEREAS, Stanwood's planning staff have also conducted an initial review of the City's SMP for consistency with the City's current Comprehensive Plan and Development Regulations, and prepared initial considerations of changed circumstances, new information, and improved data relevant to the City of Stanwood's SMP, and

WHEREAS, local governments are required to establish a program that identifies procedures and schedules for the public to participate in the periodic Shoreline Master Program update process, and

WHEREAS, the City of Stanwood's Planning Commission reviewed the Public Participation Plan and Work Program on June 11, 2018 and recommended approval of such plan to the City Council; and

WHEREAS, the City Council reviewed the Draft 2019 Shoreline Master Program - Work Plan, Tentative Schedule, and Public Participation Plan at its regular meeting on June 14, 2018;

NOW, THEREFORE, THE STANWOOD CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Work Plan, Public Participation Plan, & Tentative Schedule Adoption. The Stanwood City Council hereby adopts the Draft 2019 Shoreline Master Program - Work Plan, Tentative Schedule and Public Participation Plan which is attached as Exhibit A for the 2019 Shoreline Master Program Periodic review.

PASSED AND APPROVED by the City Council of the City of Stanwood this 14th day of June 2018.

CITY OF STANWOOD

By: _____
Leonard Kelley, Mayor

APPROVED AS TO FORM

By: _____
Grant Weed, City Attorney

ATTEST:

By _____
David A. Hammond, City Clerk

Exhibit A
City of Stanwood, Washington

2018 / 2019 Shoreline Master Plan Update
Work Plan, Tentative Schedule and Public Participation Plan

Shoreline Master Plan Work Plan:

The City of Stanwood will be conducting a periodic review of their Shoreline Master Plan; this review will not be a complete re-write of the existing plan, rather it will be a limited update to sections of the Plan that have been affected by new State laws and other minor suggested edits by staff. Below is a general summary of the work plan:

General State Mandated Amendments:

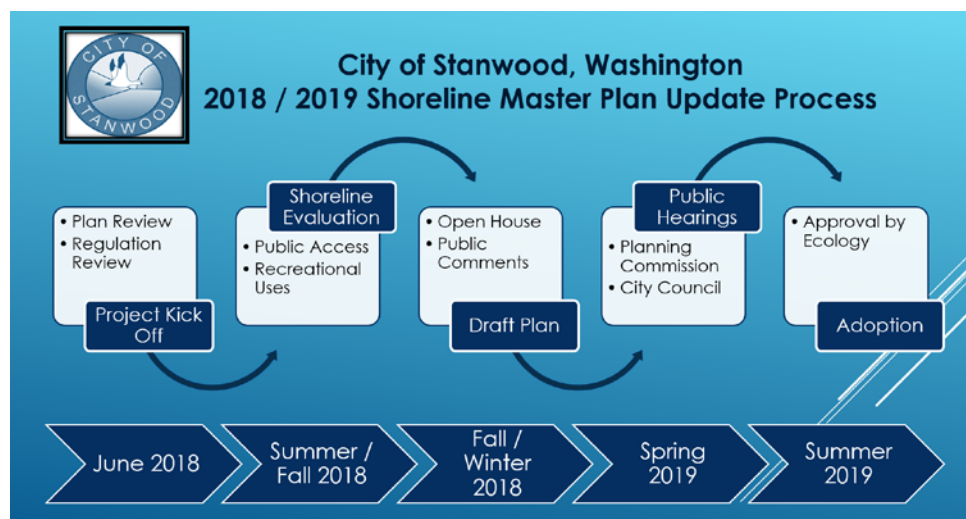
- Definitions
- Exemptions
- Procedures
- Non-Conforming Uses
- Critical Areas

City Suggested Amendments:

- Update the SMP regulations allowing multifamily residential structures in the Shoreline Residential Designation consistent with an administrative interpretation issued on October 5, 2015.
- Review the regulations within the shoreline environment to identify possible locations to provide public access and recreational activities along the Stillaguamish River on publicly owned land.

SMP Update Schedule:

The following is a general timeline, including anticipated public participation opportunities.



Public Participation Plan:

A Public Participation Plan is required describing how Stanwood will encourage early and continuous public participation throughout the SMP update process.

Public Participation Goals:

- Provide interested parties with timely information, an understanding of the process, and multiple opportunities to review and comment on proposed amendments to the SMP.
- Actively solicit information from citizens, property owners and stakeholders about their concerns, questions and priorities for the Periodic Review process.
- Encourage interested parties to informally review and comment on proposed changes to the SMP throughout the process and provide those comments to decision makers.
- Provide forums for formal public input at project milestones prior to decision-making by local officials.
- Consult and consider recommendations from neighboring jurisdictions, federal and state agencies, and Native American tribes.

Public Participation Opportunities:

Stanwood will use a variety of communication tools to inform the public and encourage their participation, including the following:

- Website
- Community Meetings
- Notice / Mailing Lists
- Public Hearings
- News Media
- Coordination with the Department of Ecology

List of Stakeholders:

Stanwood will engage the following stakeholders:

Local Interest Groups:

- Shoreline Residents and Businesses
- Recreational and Water Access Enthusiasts
- Interested Party List

Local Agencies & Tribes:

- Port of Everett
- Snohomish County
- Island County
- Stillaguamish Tribe

State and Federal Agencies:

- Department of Ecology
- Department of Fish and Wildlife
- Department of Natural Resources
- Department of Archaeology and Historic Preservation
- Corp of Engineers

Erica Schorn

From: Bruce Kitting <bkitting1@yahoo.com>
Sent: Friday, June 08, 2018 10:45 AM
To: Erica Schorn; Leonard Kelley; Larry Sather; Ryan C. Larsen; Dianne White; Rob Johnson; Judith Williams; tim.pearce@ci.stanwood.wa.us; Elizabeth Callaghan
Subject: No RECREATIONAL Marijuana in Stanwood

Follow Up Flag: Follow up
Flag Status: Flagged

Please make this email a party of the record.

To our elected officials:

The People are asking YOU for an advisory vote!!!

We are asking you to place on the 2019 ballot an initiative so that the people can choose by voting whether they want a recreational marijuana shop in Stanwood.

Since there will be four city council candidates up for (re) election the cost will already be in the city budget.

To add an initiative to the ballot is the right of the PEOPLE that YOU serve. By denying this right you are taking away from the people of Stanwood that RIGHT!!!

No matter what the outcome we want to perceive the process was not **dictated** but was based on accurate input from the community.

There is NO excuse why the city council cannot do this! In the eyes of the people we see what you are doing. At this point, we know in our hearts that you are refusing the right of the people for your own personal gain.

I am asking the city council to place this item on a city council agenda for 'discussion.'
We want to hear the reasons why the council members do not want to allow the people to vote on this very important issue.

Best regards,
Bruce R. Kitting
7229 286th PL NW
Stanwood, WA 98292

Erica Schorn

From: Bruce Kitting <bkitting1@yahoo.com>
Sent: Thursday, June 14, 2018 10:53 AM
To: Leonard Kelley; Erica Schorn; Ryan C. Larsen; Larry Sather; Rob Johnson; Timothy Pearce; Dianne White; Judith Williams; Elizabeth Callaghan
Subject: NO RECREATIONAL MARIJUANA SHOP IN STANWOOD

To The Stanwood City Council members:
PLEASE MAKE THIS EMAIL A PARTY OF THE RECORD.

The people of Stanwood have come before you expressing our concerns against placing a RECREATIONAL marijuana shop in Stanwood.

At the Stanwood City Council meeting on April 26th several council members stated their viewpoints on this issue.

I was disappointed in Council member, Judith Williams comments "As a parent, her job is to guide and educate her children, not to shield them from what they will be facing when they leave the home."

It is great she feels she is doing her job in her home with her children. But one very important problem that she is forgetting and so are many of the council members is, "what about the children that don't have parents?"

Please take the time to read the article below. This is just one of many stories regarding children that do Not have their parents guidance.

So is this what kids do when their mother goes to the store? Get high on marijuana and play with a gun?

You are all putting our families at risk when you approve this 'recreational' pot shop in Stanwood! When you put money in front of making decisions to protect our community when you think this will benefit Stanwood because every body else is doing it. Just because other cities are doing this "for the money" why are you doing this? We will not forget your names when we look back!

Sincerely,
Bruce R. Kitting
7229 286th PL NW
Stanwood, WA 98292

Teen faces illegal gun charge after brother, 12, is wounded
They allegedly were playing with a revolver. Then the 16-year-old left the room.

By Rikki King
Wednesday, June 13, 2018 7:17am LOCAL NEWS EVERETT

EVERETT — Two Everett brothers were briefly home alone last week when they decided to smoke marijuana and play with a revolver, according to new court records.

Their mother had stepped out to the store. She didn't know the older brother, 16, had a gun, she later told police.

The younger brother, 12, accidentally shot himself in his right side, near his rib cage. The bullet went through a lung. He is expected to survive.

On Friday, the older brother was charged with illegal possession of a firearm.

Dispatchers told police the boy was "hysterical" when he called 911. He was too upset to talk, so he and his wounded brother walked out to W. Casino Road to flag down help. That was just after 5 p.m. June 5.

The boy said that he and his brother had been practicing loading and unloading the gun. He said his brother was pointing it in random directions, pretending to shoot, records show. He said he was in the bathroom when his brother shot himself.

The boy told police he had been keeping the gun for a friend for about a week. Police recovered the weapon, a silver .38-caliber Smith & Wesson Special.

The boy's family recently moved to Snohomish County to get him away from gangs, records show. He said he had not been involved in gang activity in Everett.

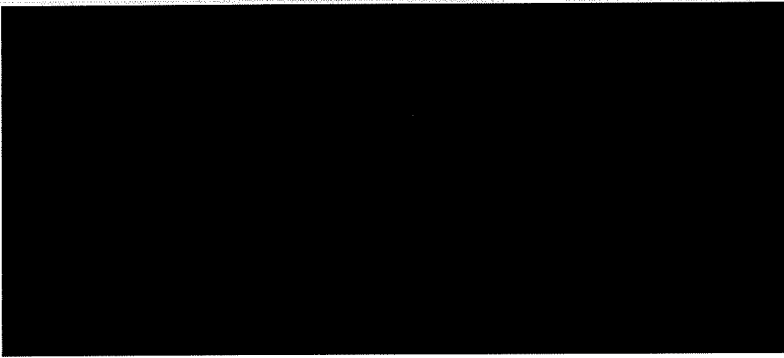
He was arrested shortly after the shooting while visiting his brother at Harborview Medical Center in Seattle. At the time, he had a warrant from another county in connection with a trespassing case. He also has a felony conviction for stealing a car.

He appeared June 6 in the juvenile division of Snohomish County Superior Court, accompanied by his parents. He was released on orders that he not possess weapons and not be out after 8 p.m. The judge also provided a referral for counseling.

The younger brother on Monday was no longer listed as a patient at Harborview. No additional information was available about his condition.

Rikki King: 425-339-3449; rking@heraldnet.com. Twitter: @rikkiking.

[Teen faces illegal gun charge after brother, 12, is wounded | HeraldNet.com](#)



Teen faces illegal gun charge after brother, 12, is wounded | HeraldNet.com

They allegedly were playing with a revolver. Then the 16-year-old left the room.

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Rikki King: 425-339-3449; rking@heraldnet.com. Twitter: [@rikkiking](https://twitter.com/rikkiking).



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