

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, June 24, 2021



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, June 24, 2021 – 7:00 p.m.
This meeting will be conducted by telephone
and online, connection information will be
posted on City Website—
<https://www.stanwoodwa.org>

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **CITIZEN COMMENTS**
Anyone wishing to provide written or oral public comment, must pre-register by 9:00 a.m. the day of the meeting, by calling 360-454-5213, or by clicking on this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>
5. **STAFF REPORTS**
 - a. Police Compstat Report – May 2021 5-1
6. **COMMITTEE REPORTS**
 - a. Public Works Committee Meeting Minutes – June 7, 2021 6-1
 - b. Public Safety Committee Meeting Minutes – May 27, 2021 6-6
 - c. Community Development Committee Meeting Minutes - June 10, 2021 6-9
 - d. Planning Commission Meeting Minutes – April 12, 2021 6-13
 - e. Planning Commission Meeting Minutes – May 10, 2021 6-16
7. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks 7-1
 - b. Approve June 10, 2021 Regular City Council Meeting Minutes 7-6
 - c. Authorize the Mayor to Accept the Washington State Recreation and Conservation Office Grant (RCO) for the Stanwood Port Susan Trail 7-11
8. **NEW BUSINESS**
 - a. Appointment of New Planning Commissioner – Eric Warnat 8-1
 - b. Authorize the Mayor to Sign a Change Order with Pellco, Inc. to Replace Viaduct Stairs 8-9
9. **CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
10. **REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
11. **ADJOURN**

Upcoming Meetings:

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



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5a
DATE: June 24, 2021
SUBJECT: Police Compstat Report
CONTACT PERSON: Chief Rob Martin
ATTACHMENTS: May 2021 Compstat Report

SUMMARY STATEMENT

Attached is the May 2021 Compstat Report for council review.

Stanwood Police Department

May 2021

Administrative Personnel

Chief Rob Martin

Sergeant Karl Gilje

Amanda Slattery – Stanwood City Employee

Stacey Davis – Stanwood City Employee

Operational Personnel

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

Area of Operation

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



COMPSTAT REPORT

Type of Crime	May 2021	Year to Date 2021	May 2020	Year to Date 2020
Homicide	0	0	0	0
Rape	1	1	0	2
Robbery	0	0	0	0
Assault	3	16	2	17
Burglary	2	2	1	8
Larceny	10	36	25	59
Motor Vehicle Theft	3	6	1	6
General	May 2021	Year to Date 2021	May 2020	Year to Date 2020
Calls for Service (Incidents)	668	3722	817	4080
Case Reports	52	235	64	264
Traffic Collisions	6	34	5	29
Arrests (Adult/Juvenile)	12	62	20	83
Drug Arrests	0	0	3	6
Warrant Arrests	3	14	4	14
Impaired Driving Arrests	1	9	4	8
Infractions Issued	14	80	21	55
Public Disclosure Requests	24	136	29	181
Concealed Pistol Licenses Issued	23	243	3	102
Pistol Transfer Checks	69	249	41	207
Fingerprinting & Approx. timeframe	30	130=32.5 hrs	0	78 = 19.5 hrs

City Collisions for May Totals: 6					
Date	Case Number	Location	H & R	Injured	Reason
5/7/2021	2021-3181	8900 Block of 268th St NW		x	Inattentive/Failure to stop
5/12/2021	2021-3293	9200 Block of 271st St NW			Failure to yield
5/13/2021	2021-3311	9100 Block of 268th St NW			Follow too close/Failure to stop
5/19/2021	2021-3439	27100 Block of 102nd Ave NW			bus clipped mirror of illegally parked veh during turn
5/25/2021	2021-3584	7200 Block of 267th St NE			Failure to yield
5/28/2021	2021-3640	8700 Block of 268th St NW		x	Inattentive/Failure to stop

Stanwood School Dist. Resource Officer (SRO) Activity Report

No Report

Stanwood Police Department

Detective Report

May 2021 Newsletter

May 2021



Stanwood Case 2021-3128 Burglary/Vehicle Theft

On 05-05-2021 Deputy Scott responded to a burglary complaint at the City of Stanwood Public Works building. Sometime between the evening of 05-04-2021 and early morning hours of 05-05-2021 numerous tools and a vehicle were stolen from the property. The vehicle was later recovered unoccupied on a wooded property in the area of 50 AV NW and 212 ST NW, Stanwood.

While investigating a series of commercial burglaries in Marysville, detectives from the North County Property Crimes Unit found a Facebook Marketplace post selling a Dewalt grease gun. The posted photo of the tool showed markings applied by a Stanwood Public Works employee.

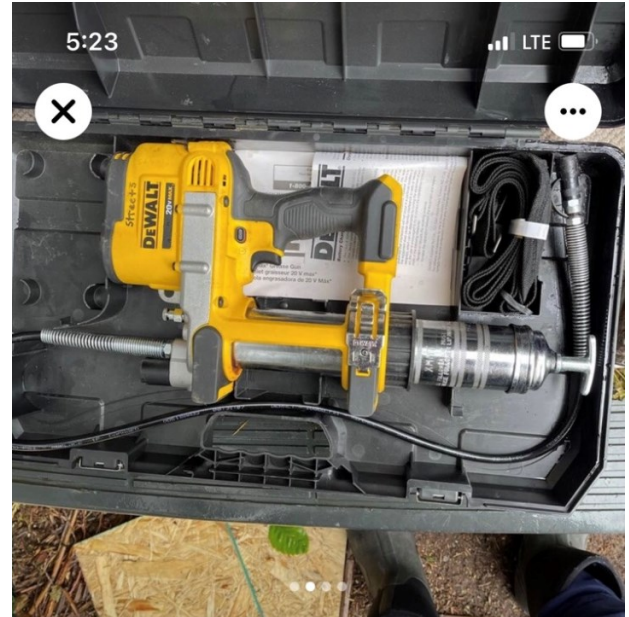
Detectives from the North County Property Crimes Unit contacted the subject associated with Facebook Marketplace post at an apartment complex in Arlington. The male was driving a vehicle filled with items covered by a tarp. Tools consistent with those stolen from the City of Stanwood could be seen under the tarp. The subject's vehicle was impounded for a search warrant.

The subject told detectives he was contacted by an unidentified person and told he would be paid a fee if he sold some tools. The subject described picking the tools up from a property near where the City of Stanwood truck was recovered.

Detective Martin assisted Detective Belleme and Detective Charboneau during the search warrant service on the subject's vehicle. Tools from several recent burglaries were recovered to include items stolen from the City of Stanwood Public Works building.

The recovered items were returned to their respective owners.

Charges of Possession of Stolen Property and Trafficking in Stolen Property are being referred to the Prosecutor's Office.



Stihl, Hilti, dewalt

\$123,459

Listed about a day ago in Marysville, WA



Items returned to the
City of Stanwood.



Stanwood Case 2021-2916 Update Fraud

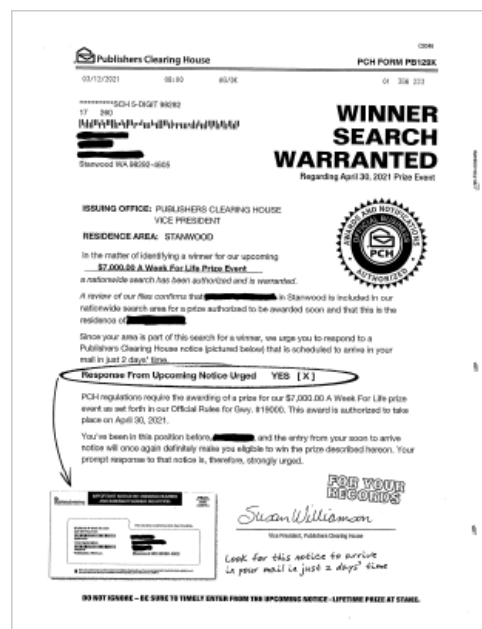
Examples of fraudulent scam documents.

File: Congratulations!!!

From: Betty Parker (betty.parkerch@gmail.com)

To: stanier48@yahoo.com

Date: Monday, April 5, 2021, 08:34 PM PDT



On 04-26-2021 the branch manager of a bank in Stanwood contacted the police to report fraud associated with 92-year-old woman's account. The bank staff reported concerns to Adult Protective Services after the victim made several large withdrawals from her account, followed by charges at FedEx and the United States Post Office.

The bank's investigation revealed the woman received notice she was a potential winner of the Publishers Clearing House sweepstakes. During the victim's subsequent contact with several unknown subjects by phone and e-mail, arrangements were made for her to pay fees via cashier's check and cash in excess of \$30,000.00.

The bank froze the victim's bank account to prevent further loss.

Detective Martin contacted subjects living in Las Vegas, Nevada and Hazlehurst, Mississippi, associated with the scam and determined they were likely victims of identity theft and unwitting participants in the transfer of funds to an unidentified third party in an unknown location.

Stanwood Case 2018-5799 Update Forgery

On 10-08-2018 a woman used another person's identity when passing a forged check at a local grocery store. The woman was identified after area detectives reviewed store video. Charges of Identity Theft and Forgery were referred to the Prosecutor's Office.

The charges associated with the Stanwood case were merged with other law enforcement agency cases involving the same woman and similar crimes. The woman was granted the opportunity to participate in the Drug Offender Sentencing Alternative program.

The woman successfully completed the program within the last couple of months.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6a

DATE: June 24, 2021

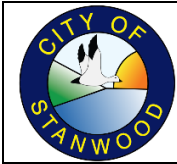
SUBJECT: Public Works Committee Meeting Minutes

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – June 7, 2021 Public Works Committee Minutes

SUMMARY STATEMENT

Minutes from the June 7, 2021 Public Works Committee Meeting are attached to this staff report for approval as presented.



Public Works Committee
Meeting Minutes
June 7, 2021

Councilmembers Present: Rob Johnson, Tim Pearce

Staff present: Kevin Hushagen, Shawn Smith, Patricia Love, Lisa Sokolik

Call to order at 5:30 pm

Agenda

1. Traffic Report Study

Due to multiple concerns about heavy traffic and excessive speeding on 68th Ave and 80th Ave, Transpo Group, one of the city's on-call professional service firms was tasked to conduct a traffic study focusing on traffic speeds and potential mitigation measures. Transpo used 'street light data' which is information obtained from cell phone tracking. Data was gathered for 2019 and 2020. Recommendations are based on the 2019 data due to the lower traffic volume in 2020 as people stayed home during the Covid-19 pandemic.

The study showed that the majority of traffic on these two roads are city residents and that the roads meet the definition of 'collector' and can handle the volume of traffic.

The recommendation from the study for 68th Ave is to increase signage or public education since the speeding on this road was only 5mph over the limit which fell in the expected range.

80th Ave had more speeding issues. South of 280th fell into the minor speeding category, but north of 280th had significant speeding, 10mph over. Recommendation is more signage, enforcement and mini-roundabouts.

General comments from Transpo is that there is a perception that there is speeding.

Councilmember would like a mini-roundabout on 284th and 80th.

Now that a study has been completed and it shows the need for roundabouts, the city can require them as part of developments.

Councilmember Pearce had a question as to why 68th Ave is listed as a 'major collector' and 80th Ave is listed as a 'minor collector' when 80th Ave has more volume. Ms. Love said that it can be updated in the next Comprehensive Plan update, so these two roads can be classified the same.

To move forward with the recommendations, staff can install signage now and the mini-roundabouts can be added to the 6-year Capital Project list.

2. Floodwall

Staff will meet with Burlington Northern on Tuesday, June 8, 2021 to discuss the construction of a flood wall structure like the one in Mount Vernon. The structure will cross the train tracks and Florence Rd at the location of 'Fort Freberg'. During a flood event, panels can be slipped into receiving beams making flood fight much easier and quicker.

Preliminary cost estimate is \$563,750. The flood wall is an unbudgeted item, but there are funds in drainage that could be used. Staff will ask BNSF to cost share as they have a vested interest in keeping the tracks open.

Currently, during a flood warning, 'Fort Freberg' (the sandbag wall) goes up and is kept up until all the warnings pass. The proposed flood wall is easy to put up and take down and would allow staff to take down in between warnings allowing BNSF to resume service.

The proposed flood wall is easy and quick to set up and tear down and public works has the equipment needed to install the panels.

3. WUE Goals

The proposed Water Use Efficiency Goals is set to go to full council on June 10, 2021 for a public hearing. Typically, the WUE Goals are set in conjunction with the Comprehensive Plan update, every 6 years.

Although the Dept. of Health extended the deadline for Cities to update their Comprehensive Plan from every 6 years to 10 years, staff will be updating the City's 2015 Comprehensive Plan in 2022. Since the Washington Administrative Code (WAC) 246-290-830 requires the WUE Goals to be evaluated and reestablished every 6 years, the proposed WUE Goals are going to full council independently of the Comprehensive Plan update.

The City has met and exceeded the current WUE Goals. The proposed WUE Goals is to further reduce the 4-year rolling average demand per equivalent residential unit to 155 gpd by 2030, this is 30 gpd less than the current WUE Goals and to maintain the distribution leakage at or below the 10 percent of production.

Councilmember Johnson would like to tighten the distribution leakage goal to 9%.

Discussion:

➤ Viaduct Stairs:

The question to the committee is whether or not the viaduct stairs should be rebuilt, and landscape added to both sides. With sewer work at the top and bottom of the staircase, the stairs have cracked and have become crooked. Pellco Construction, the contractor currently working on the Pioneer Highway Sewer Upgrade Phase II project notified staff of the disrepair of the stairs.

Staff asked Pellco for a quote to rebuild the stairs and for landscaping:

1. Stair Rebuild – \$58,840.04
2. Landscaping – \$45,541

The Public Works Crew could do the landscaping for approximately \$11,500. Rebuilding the stairs will need to be done by a contractor. Since the stairs have been impacted by sewer upgrades, the city could issue a change order to Pellco to rebuild the staircase. The Pioneer Highway Sewer Upgrade Phase II project's bid came in under what was budgeted so there is money left that could be used to pay for the stairs.

Councilmember Pearce and Councilmember Johnson like the option of having staff do the landscaping.

➤ **Current Market State and Price of Materials**

Staff received notice that price of materials will more than likely be going up due to the freeze in Texas. Price for future construction projects will increase and there is a chance that awarded projects could see an increase. Staff did confirm with the contractor for the Main Lift Station and Forcemain project that materials were ordered prior to the storm and the project is set to start the week of June 14th.

➤ **Waste Management**

Clean Sweep went well this year; two more dumpsters were added since last year had overflow. Waste Management will provide tonnage that was collected.

The Waste Management contract expires in April 2022. WM needs 180-day notice if the city decides to new the contract. July 2021, staff will either issue an RFQ/SOQ for waste management service or renew with Waste Management. Councilmember Johnson would like to up the yard collection to weekly for at least 8 months of the year.

➤ **Meetings**

With the new governor's orders, meetings can resume in person, Mr. Smith asked the committee to think about if they wanted to resume committee meetings in person or continue with zoom.

➤ **Pavement Issues on Pioneer Hwy South of Fire Station**

Councilmember Pearce asked if someone drives over new asphalt before the project is signed off. On Pioneer Hwy the manholes are not level creating bumps.

The Engineer Technicians have talked with the contractor about adjusting the manholes. Also, PUD has a project coming up to run lines to their new substation and will be paving that section of Pioneer Hwy again.

➤ **5G Towers**

Councilmember Johnson asked if the city has 5G towers.
The city has not been approached by any cell provider or American Tower.

Councilmember Johnson would like the Public Works Committee to see a report or an update on any effort in running cable, adding broadband, ziply or extending fiber optic before it goes to full council.

➤ Water Information

Councilmember Johnson asked for an update on the water supply issue.
Staff attended a Water Utility Coordination Council (WUCC) meeting, attendees gave GIS information to PUD and Snohomish County and a map will be made.

Councilmember Johnson ask staff to meet with Tattoosh to find out about their water supply and if they'd be interested in supplying water to the city.

➤ Electricity for PUD Poles for Christmas Decorations

Staff is gathering information and cost estimates to add electricity to PUD poles.

Meeting ended at: 6:47 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b
DATE: June 24, 2021
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Rob Martin, Police Chief
ATTACHMENTS: A – May 27, 2021 Public Safety Minutes

SUMMARY STATEMENT

Minutes from the May 27, 2021 Public Safety Committee Meeting are attached to this staff report for approval as presented.

**CITY OF STANWOOD
PUBLIC SAFETY COMMITTEE MEETING MINUTES**

May 27, 2021

LOCATION:

The Public Safety Committee meeting was held via ZOOM meeting.

ATTENDANCE:

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

AGENDA:

1. Title 9 discussion
2. Fire Quarterly Report
3. Add-on item: Review of Snohomish County Animal Control Transport Services ILA

CALLED TO ORDER:

Meeting called to order at 5:00 pm

DISCUSSION:

- Chief Martin provided an update on SB 5476, which was signed into law by the Governor on May 13th. The bill addressed the State Supreme Court decision (State v. Blake) regarding simple possession of a controlled substance. SB 5467 changed simple possession from a class C felony to a misdemeanor crime. Law enforcement officers are now required, in lieu of jail booking and referral to the prosecutor, to offer a referral to assessment and services on the first and second offenses. The Snohomish County Prosecutor recommended consultation with our attorney regarding the adoption of a local parallel ordinance, so long as it complies with the new RCW. Chief Martin, after consulting with the City Attorney, discussed options for amending sections of SMC Title 9 relating to narcotics and drug paraphernalia. The City Attorney recommended moving toward a model ordinance which adopts by reference certain sections of RCW 69. Committee members directed staff to draft the changes and present during an upcoming meeting.
- Chief Martin presented Committee members with the 2021-2025 Snohomish County Animal Control Transport Services interlocal agreement. Chief Martin described the service provided

through the agreement and the frequency of use over the past three years. Committee members discussed the agreement and recommended it be forwarded for full Council consideration.

- Chief Cermak discussed the quarterly report, service levels and response times. Chief Cermak discussed Arlington Mayor Tolbert's work toward building an integrated mental health program. He gave an update on vaccination status for his station. Councilmember White praised Community Resource Paramedic Darin Reid for his work with the mass vaccination sites.
- Councilmember Shepro inquired about the ability to return to in-person council meeting. Jennifer Ferguson stated we are still following state guidelines and are waiting on an update from Labor and Industries.
- Meeting adjourned at 5:41 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6c
DATE: June 24, 2021
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – June 10, 2021 Meeting Minutes

SUMMARY STATEMENT:

Minutes from the June 10, 2021 Community Development Committee Meeting are attached to this staff report for approval as presented.



Community Development Committee Meeting Minutes June 10, 2021

Call to Order 6:00pm

Councilmembers Present: Sid Roberts, Steve Shepro

Staff Present: Patricia Love, Sara Robinson, Amy Bergemeier

Also Present: Tim Schmidt, Chris Castner

Absent: Judy Williams, Tim Pearce

Agenda Items:

1. Permitted Use Matrix Code Amendment Update
2. Aerial Photography for GIS Mapping
3. Stanwood Port Susan Trail Grant
4. Parks and Recreation Feasibility Study Update and Exercise
5. 68th and 80th Avenue Traffic Study Results

1. *Permitted Use Matrix Code Amendment Update*

At the Planning Commission meeting on May 10th the commissioners discussed the Permitted Use Matrix for the Commercial and Mixed-Use zones. After a lengthy discussion regarding the current listed uses, there will be many uses that are consolidated within the matrix. The main areas of consolidation are in the Automobile Services, Office, Personal Services, and Retail Trade. Staff will be working on the consolidation process for these zones, along with the Industrial zones and will be taking the revised matrix back to the commissioners at the June meeting for final adjustments.

The Planning Commission also reviewed House Bill 1220, which passed the Senate in April and is awaiting the Governor's signature. This bill adds requirements to the Housing Element of the Comprehensive Plan to accommodate for moderate, low, very low and extremely low-income households and to implement policies and regulations to address and begin to undo racial impacts, displacement, and exclusion in housing caused by local policies, plans and actions. The moderate-income household definition is new and accounts for income levels at 120 percent of the Area Median Income (AMI). There are also code requirements that need to be added to the Permitted Use Matrix involving emergency housing, emergency shelters, and permanent supportive housing. These additions will be added to the residential and commercial areas affected by these new required uses. The bill also is requiring changes to the Accessory Dwelling Unit (ADU) code section. This will entail additional code sections to be changed and the city will need to address utilities and public improvements regarding ADU's.

- Committee discussed and are interested in what this all means for Stanwood.



Community Development Committee Meeting Minutes June 10, 2021

2. *Aerial Photography for GIS Mapping*

In 2020 Snohomish County commissioned an aerial flight of the entire County to obtain aerial photography in the quality necessary to use as base maps for GIS mapping purposes. The County reached out to all cities to determine their interest in participating in a cost sharing option to obtain copies for individual jurisdictional use. The County intends to update the aerial photography every two years so that the base maps can keep pace with construction and development.

As part of the 2021 – 2022 Budget, staff included costs to obtain aerials for Stanwood and our urban growth areas. This work has been completed and the files are ready to be distributed. To finalize the transaction, an amendment to the City's Interlocal Agreement is necessary. The City Administrator is currently working on the proposed language amendments and we anticipate that the amended ILA will be ready for Council approval on their second meeting date in May or early June.

The cost for the city to participate in this program is just under \$2,400.00 per year.

- Committee discussed and approve.

3. *Stanwood Port Susan Trail Update:*

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

The overall goal of the project is to create an enjoyable walking experience for the community by including pedestrian plaza areas, river viewpoints, benches, educational interpretative signs, and pedestrian connections to downtown shopping areas at 92nd Avenue.

In the 2020 legislative session, the city was awarded funds for construction of the Stanwood Port Susan Trail in the amount of \$452,252.00. In 2021 another \$742,000.00 was but in the state capital budget. Staff will be working with the state on preparing the contracts and will then bring them to the full Council for acceptance.

- Committee discussed and are excited for this.



Community Development Committee Meeting Minutes June 10, 2021

4. Parks and Recreation Feasibility Study Update:

The 2021 / 2022 biennial budget and associated work plan includes the development of a Parks & Recreation Feasibility Study. The purpose of this study is to help the City determine how best to provide parks, recreational programming and special events to the Stanwood / Camano community. Berk Consulting was hired to help the City evaluate what service models would work best for Stanwood.

Berk has met with the Parks and Trails Advisory Committee (PTAC) and the Economic Development Board (EDB). The Advisory Committee meeting is scheduled for June 2nd.

- Committee discussed and look forward to the results of the study

5. 68th and 80th Avenue Traffic Study Results:

The Community Development Department's 2021 work plan included preparing a traffic study on 68th Avenue and 80th Avenue in response to multiple comments and concerns about heavy traffic and excessive speeding along these roads. Our on-call traffic engineering consultants, TranspoGroup, was hired to conduct the studies. Work focused on two issues: traffic speeds and potential mitigation measures.

Using "streetlight data" which is traffic information obtained from cell phone tracking, TranspoGroup was able to determine average trip speeds and provide some proposed traffic calming options. Data was gathered for 2019 and 2020. Recommendations are based on the 2019 data due to the COVID-19 pandemic in 2020.

One comment repeatedly heard from the community is that the high traffic volume and speed on these roads was due to the pass-through traffic – or non-city resident traffic – headed north to 300th Street and Lake Ketchum. The origin and destination study showed that the majority of traffic on 68th and 80th is from city residents, living in the uptown neighborhoods.

- Committee discussed and wants to improve traffic safety in these corridors. They support the addition of mini roundabouts at 280th & 284th along 80th Ave. They also recommend clearing the brush around the speed limit signs on 80th as well as the corner of 283rd. They also want to possibly move or increase the size of the stop sign around 68th & 284th to make it much more visible.

Meeting ended at: 6:45 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6d
DATE: June 24, 2021
SUBJECT: Planning Commission Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – April 12, 2021 Meeting Minutes

SUMMARY STATEMENT

Minutes from the April 12, 2021 Planning Commission Meeting are attached to this staff report for approval as presented



Planning Commission
Meeting Minutes
April 12, 2021

Call to Order 6:31 pm

Roll Call

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

Staff Present: Patricia Love
Amy Rusko
Tansy Schroeder
Amy Bergemeier

Absent: Justin Burns

Also known to be present:
Cathy Wooten, Peggy Wendel

Approval of Minutes:

The Minutes of February 22nd, 2021 were approved as written.

New Business:

Permitted Use Matrix Update:

Previous discussions with the Commission centered on how to simplify the permitted use matrix, how to make it more user friendly, and how to potentially tie the use back to the permitting process. To address these concepts, staff has proposed the following:

- The Permitted Use Matrix is divided by land use categories: Residential, Commercial, Industrial, Public Facilities and Special Uses.
- Permit types are identified next to the use: P-I – Administrative; P-II – Administrative with Public Notice; P-III – Public Hearing Required; and C – Conditional Use Permit.
- A condensed version of the definition is included in the matrix.

The plan is to have a Public Hearing in June and then move on to Council by early Fall of this year.

The Board was presented with the updated version of the permitted use matrix and approve the changes that have been made. City staff will continue to work on getting the Permitted Use Matrix revised and updated.

Public Comments:

- Cathy Wooten: Her question relates to the Essential Services category and the requirements necessary for each item in this category. Cathy also asked about where the home occupation category falls under in the permitted use matrix. Her final question was regarding RV's and the duration to which they would be allowed on a property.
- Peggy Wendel: Her question is regarding the Enhanced Services Facilities. She wonders if one can buy a lot, build a home, then create it into an adult family home, followed by creating it into an Enhanced Services Facility. She also wants to know where you can put Adult Family Homes.



Planning Commission
Meeting Minutes
April 12, 2021

Old Business:

N/A

Miscellaneous Business:

Josephine is proposing to do an expansion and will submit soon, to the East side of their current building. It will be two stories and include parking and a new wing. This should be coming back to the Planning Commission in the next few months.

The Country Store formerly purchased the nearby property and will be doing some facelift projects and adding a garden center.

Recent Council Action on Commission Items:

- The six-month timeline regarding the Enhanced Services Facilities Ordinance was running out and the City was able to extend that timeline for an additional six months going through October 15th, 2021.
- Council approved the final plat for the Schmitt Plat. LGI homes bought the property on the NE side of 80th & 284th and will begin construction in the next few weeks.

Upcoming Items:

- Park Impact Fee Ordinance will be brought back to the Planning Commission in June/July and will eventually lead to a public meeting.

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

Adjourn: 7:42 pm

Amy Bergemeier, Administrative Assistant



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6e
DATE: June 24, 2021
SUBJECT: Planning Commission Meeting Summary
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – May 10, 2021 Meeting Minutes

SUMMARY STATEMENT

Summary from the May 10, 2021 Planning Commission Meeting are attached to this staff report for approval as presented



Planning Commission
Meeting Summary
May 10, 2021

Call to Order 6:31 pm

Roll Call

Present: Marcus Metz, Patrick Hosterman, Cody Davis

Absent: Justin Burns, Larry Sather, Monae Birkhofer

Staff Present: Amy Rusko, Tansy Schroeder, Amy Bergemeier, Jennifer Ferguson

Also known to be present:

Bob Bozorth w/North Star Cold Storage, Peggy Wedel

Approval of Minutes:

N/A due to no Quorum

Summary:

There wasn't a quorum at tonight's meeting therefore, no official minutes are being recorded. The Public Meeting portion for the North Star Project that was set for tonight, will be rescheduled. The Commission members that were present went through the updated Permitted Use Procedures proposed.

Upcoming Items:

May 17th to the 21st is the time to file for local office elections.

Permitted Use Tables continued

Procedures continued

ADU Code

A motion to adjourn was made by Cody Davis, seconded by Patrick Hosterman

Adjourn: 8:20 pm

Amy Bergemeier, Administrative Assistant



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: June 24, 2021

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Wendy Dowhower, Accounting Manager

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 34102 through 34116 and Washington Federal Bank electronic funds transfers in the amount of \$75,154.27. Approve issuance of Washington Federal Bank voucher checks 1872 through 1881 and electronic payroll funds transfers in the amount of \$341,308.87.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 34102 THROUGH 34116 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$75,154.27. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 1872 THROUGH 1881 AND ELECTRONIC PAYROLL FUNDS TRANSFERS IN THE AMOUNT OF \$341,308.87.

CHECK REGISTER

City Of Stanwood

Time: 13:15:38 Date: 06/17/2021

06/03/2021 To: 06/15/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2521	06/03/2021	Claims	3	EFT	Chase Paymentech	859.74	May Merchant Fees
2523	06/04/2021	Claims	3	EFT	Xpress/Bill Pay	475.34	10290 Monthly Maintenance Fee
2537	06/10/2021	Claims	3	34102	Aramark Uniform Services Inc	143.64	937963000
2538	06/10/2021	Claims	3	34103	Atwork Commercial Enterprises, LLC	52,855.45	City Of Stanwood
2539	06/10/2021	Claims	3	34104	Badger Meter Inc	145.15	460708
2540	06/10/2021	Claims	3	34105	Cascade Natural Gas Corp	419.53	127 540 0000 3; 953 540 0000 2; 931 607 9072 6; 498 440 0000 7; 022 201 7579 4; 839 440 0000 5; 608 440 0000 4
2541	06/10/2021	Claims	3	34106	Databar Inc.	986.25	8952
2542	06/10/2021	Claims	3	34107	General Pacific Inc	5,834.56	101681
2543	06/10/2021	Claims	3	34108	Hamilton Lumber LLC	338.31	City Of Stanwood
2544	06/10/2021	Claims	3	34109	ICONIX Waterworks (US) Inc.	270.51	CITSTA
2545	06/10/2021	Claims	3	34110	KPG	102.01	City Of Stanwood
2546	06/10/2021	Claims	3	34111	PUD Of Snohomish County *	10,302.05	200794063; 222277832; 202423729; 200208858; 202982351
2547	06/10/2021	Claims	3	34112	Ricoh USA, Inc.	833.30	1316669-3660140; 1316669-3660090
2548	06/10/2021	Claims	3	34113	Sno Co District Court	1,055.58	DCT34003
2549	06/10/2021	Claims	3	34114	Stanwood Auto Parts	211.34	56100; 56100; 56100
2550	06/10/2021	Claims	3	34115	WA St Dept of Transportation *	178.86	SW001523800; SW001523802
2551	06/10/2021	Claims	3	34116	Wave Broadband	142.65	3201-0316545-01
						2,654.60	001 General Fund
						578.16	101 Street Fund
						102.01	103 Street Construction Fund
						6,973.27	401 Sewer Fund
						137.31	403 Sewer Construction Fund
						683.72	410 Drainage Fund
						52,897.00	411 Drainage Construction Fund
						11,014.92	421 Water Fund
						113.28	422 Water Construction Fund
						<u>75,154.27</u>	Claims: 75,154.27
						75,154.27	

* Transaction Has Mixed Revenue And Expense Accounts

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

() Finance Director () Auditing Officer Wendy Burkhorn Date: 6-17-21
 () Deputy Finance Director

CHECK REGISTER

City Of Stanwood

Time: 13:15:46 Date: 06/17/2021

06/03/2021 To: 06/15/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2413	06/08/2021	Payroll	3	EFT		3,719.73	May 2021 Payroll
2414	06/08/2021	Payroll	3	EFT		3,952.61	May 2021 Payroll
2415	06/08/2021	Payroll	3	EFT		2,120.34	May 2021 Payroll
2416	06/08/2021	Payroll	3	EFT		2,353.23	May 2021 Payroll
2417	06/08/2021	Payroll	3	EFT		2,233.23	May 2021 Payroll
2418	06/08/2021	Payroll	3	EFT		1,300.20	May 2021 Payroll
2419	06/08/2021	Payroll	3	EFT		2,788.47	May 2021 Payroll
2420	06/08/2021	Payroll	3	EFT		4,007.26	May 2021 Payroll
2421	06/08/2021	Payroll	3	EFT		6,587.08	May 2021 Payroll
2422	06/08/2021	Payroll	3	EFT		3,601.29	May 2021 Payroll
2423	06/08/2021	Payroll	3	EFT		2,104.16	May 2021 Payroll
2424	06/08/2021	Payroll	3	EFT		4,091.58	May 2021 Payroll
2425	06/08/2021	Payroll	3	EFT		721.30	May 2021 Payroll
2426	06/08/2021	Payroll	3	EFT		5,929.80	May 2021 Payroll
2427	06/08/2021	Payroll	3	EFT		1,386.86	May 2021 Payroll
2428	06/08/2021	Payroll	3	EFT		565.56	May 2021 Payroll
2429	06/08/2021	Payroll	3	EFT		3,057.89	May 2021 Payroll
2430	06/08/2021	Payroll	3	EFT		6,793.22	May 2021 Payroll
2431	06/08/2021	Payroll	3	EFT		4,205.50	May 2021 Payroll
2432	06/08/2021	Payroll	3	EFT		5,837.32	May 2021 Payroll
2433	06/08/2021	Payroll	3	EFT		390.85	May 2021 Payroll
2434	06/08/2021	Payroll	3	EFT		4,959.18	May 2021 Payroll
2435	06/08/2021	Payroll	3	EFT		5,906.15	May 2021 Payroll
2436	06/08/2021	Payroll	3	EFT		2,398.65	May 2021 Payroll
2437	06/08/2021	Payroll	3	EFT		4,320.07	May 2021 Payroll
2438	06/08/2021	Payroll	3	EFT		3,743.70	May 2021 Payroll
2439	06/08/2021	Payroll	3	EFT		3,611.80	May 2021 Payroll
2440	06/08/2021	Payroll	3	EFT		390.85	May 2021 Payroll
2441	06/08/2021	Payroll	3	EFT		3,299.33	May 2021 Payroll
2442	06/08/2021	Payroll	3	EFT		3,223.94	May 2021 Payroll
2443	06/08/2021	Payroll	3	EFT		340.85	May 2021 Payroll
2444	06/08/2021	Payroll	3	EFT		390.93	May 2021 Payroll
2445	06/08/2021	Payroll	3	EFT		4,978.72	May 2021 Payroll
2446	06/08/2021	Payroll	3	EFT		1,370.99	May 2021 Payroll
2447	06/08/2021	Payroll	3	EFT		15,867.51	May 2021 Payroll
2448	06/08/2021	Payroll	3	EFT		2,062.86	May 2021 Payroll
2449	06/08/2021	Payroll	3	EFT		2,406.68	May 2021 Payroll
2450	06/08/2021	Payroll	3	EFT		4,005.71	May 2021 Payroll
2451	06/08/2021	Payroll	3	EFT		390.85	May 2021 Payroll
2452	06/08/2021	Payroll	3	EFT		3,642.97	May 2021 Payroll
2453	06/08/2021	Payroll	3	EFT		4,056.10	May 2021 Payroll
2454	06/08/2021	Payroll	3	EFT		3,058.15	May 2021 Payroll
2455	06/08/2021	Payroll	3	EFT		2,568.87	May 2021 Payroll
2456	06/08/2021	Payroll	3	EFT		3,820.51	May 2021 Payroll
2457	06/08/2021	Payroll	3	EFT		390.85	May 2021 Payroll
2458	06/08/2021	Payroll	3	EFT		390.85	May 2021 Payroll
2460	06/08/2021	Payroll	3	EFT	HSA Bank	4,855.00	Pay Cycle(s) 06/08/2021 To 06/08/2021 - HSA Contributions ER; Pay Cycle(s) 06/08/2021 To 06/08/2021 - HSA Contr EE Over 55
2461	06/08/2021	Payroll	3	EFT	Internal Revenue Service (941)	67,900.54	941 Deposit for Pay Cycle(s) 06/08/2021 - 06/08/2021

CHECK REGISTER

City Of Stanwood

Time: 13:15:46 Date: 06/17/2021

06/03/2021 To: 06/15/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2462	06/08/2021	Payroll	3	EFT	WA St Department Of Retirement Systems	52,760.69	Pay Cycle(s) 06/08/2021 To 06/08/2021 - PERS2; Pay Cycle(s) 06/08/2021 To 06/08/2021 - PERS 3; Pay Cycle(s) 06/08/2021 To 06/08/2021 - 457 - DRS (DCP)
2463	06/08/2021	Payroll	3	1872	AFLAC	485.87	Pay Cycle(s) 06/08/2021 To 06/08/2021 - AFLAC, Pre-Tax; Pay Cycle(s) 06/08/2021 To 06/08/2021 - AFLAC, Post-Tax
2464	06/08/2021	Payroll	3	1873	AWC Employee Benefit Trust	22,456.58	Pay Cycle(s) 06/08/2021 To 06/08/2021 - AWC - Health First 250; Pay Cycle(s) 06/08/2021 To 06/08/2021 - AWC- Dental J; Pay Cycle(s) 06/08/2021 To 06/08/2021 - AWC - Vision; Pay Cycle(s) 06/08/2021 To;
2465	06/08/2021	Payroll	3	1874	Colonial Life Insurance	66.75	Pay Cycle(s) 06/08/2021 To 06/08/2021 - Colonial Life Ins
2466	06/08/2021	Payroll	3	1875	Hartford Retirement Plan Services	3,837.67	Pay Cycle(s) 06/08/2021 To 06/08/2021 - 457 - MassMutual (Hartford); Pay Cycle(s) 06/08/2021 To 06/08/2021 - Roth 457(b)(MassMutual)
2467	06/08/2021	Payroll	3	1876	ICMA Retirement Trust	2,546.25	Pay Cycle(s) 06/08/2021 To 06/08/2021 - 457 - ICMA
2468	06/08/2021	Payroll	3	1877	Legal Shield	37.90	Pay Cycle(s) 06/08/2021 To 06/08/2021 - Legal Shield
2469	06/08/2021	Payroll	3	1878	Navia Benefits	137.50	Pay Cycle(s) 06/08/2021 To 06/08/2021 - Medical FSA- S125; Pay Cycle(s) 06/08/2021 To 06/08/2021 - Navia Limited FSA
2470	06/08/2021	Payroll	3	1879	Western Conference of Teamsters Pension Trust	2,015.07	Pay Cycle(s) 06/08/2021 To 06/08/2021 - WCTPP Contributions
2471	06/08/2021	Payroll	3	1880	Teamsters Union Local 231	1,464.00	Pay Cycle(s) 06/08/2021 To 06/08/2021 - Teamsters Dues
2472	06/08/2021	Payroll	3	1881	Washington Teamsters Welfare Trust	33,400.50	Pay Cycle(s) 06/08/2021 To 06/08/2021 - Teamsters Dental; Pay Cycle(s) 06/08/2021 To 06/08/2021 - Teamsters Medical
001 General Fund						164,956.92	
101 Street Fund						34,130.39	
401 Sewer Fund						48,925.09	
410 Drainage Fund						35,647.32	
421 Water Fund						57,649.15	
						341,308.87	Payroll:
							341,308.87

CHECK REGISTER

City Of Stanwood

Time: 13:15:46 Date: 06/17/2021

06/03/2021 To: 06/15/2021

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

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

() Finance Director () Auditing Officer Wendy Doshorn Date: 6-17-21
() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: June 24, 2021

SUBJECT: City Council June 10, 2021 Regular Meeting Minutes

CONTACT PERSON: Sara Robinson, City Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the June 10, 2021 Regular City Council Meeting are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE June 10, 2021 COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, June 10, 2021 – 7:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Call to Order

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

2. Roll Call

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

Motion by Councilmember Robb, Second by Councilmember Roberts to excuse Councilmembers Johnson, Williams and Pearce.

Councilmember Williams joined the meeting at 7:02pm

Councilmember Pearce joined the meeting at 7:03pm

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

3. Approval of the Agenda

Motion by Councilmember White to amend the agenda to add an Executive Session.

Motion by Councilmember White, second by Councilmember Shepro to approve the agenda as amended. Motion carried unanimously.

4. Citizen Comments

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

The City received two requests for verbal comment-

Lisa Bruce – 28518 74th Dr NW – Topic: Playing Fields

Tim Schmidt - 26910 92nd Ave NW – Topic: Traffic Studies

Stanwood City Council Meeting Minutes – June 10, 2021

5. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve May 27, 2021 Regular City Council Meeting Minutes
- c. Authorize the Mayor to Execute an Interlocal Agreement with Snohomish County Public Defender Association for Indigent Defense Services
- d. Authorize the Mayor to Execute an Interlocal Agreement with Snohomish County for Animal Control Transport Services

Motion by Councilmember Shepro, Second by Councilmember Roberts, to approve the Consent Agenda.

Motion carried unanimously.

6. Public Hearing

- a. Six-Year Transportation Improvement Plan 2022-2027
 - a. Open Public Hearing
 - b. Adopt Resolution 2021-03 City of Stanwood Six-year TIP

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

This is the second reading and final adoption of Resolution 2021-03.

There were no questions or comments from Council.

The meeting was opened for the Public Hearing.

There were no Citizens on the meeting for Public Comment.

Motion by Councilmember Roberts, Second by Councilmember Pearce to Adopt Resolution 2021-03 The City of Stanwood's Six-Year Transportation Improvement Plan 2022-2027.

Motion carried unanimously.

- b. Water Use Efficiency Goals
 - a. Open Public Hearing
 - b. Adopt Resolution 2021-04 Water Use Efficiency Goals

Kevin Hushagen presented this request for consideration and approval of Resolution 2021-04, the City of Stanwood Water Use Efficiency (WUE) Goals.

The Municipal Water Law required the state to implement the WUE Rule. The intent of this rule is to help reduce the demand that growing communities, agriculture, and industry have placed on our state's water resources, and to better manage these resources for fish and other wildlife. Municipal water suppliers are obligated under the WUE Rule to enhance the

Stanwood City Council Meeting Minutes – June 10, 2021

efficient use of water by the system and/or its consumers. Per Washington Administrative Code (WAC) 246-290-830, WUE goals must be set through a public process and shall be evaluated and reestablished a minimum of every 6 years. The City's current WUE goals were adopted by the City on April 9, 2015. In the future, WUE goals will be evaluated and reestablished during the water system planning process, or at minimum of every 6 years. Council discussed the proposed resolution. The City has achieved both goals adopted in 2015 ahead of schedule. The 2015 goal on the customer demand side was to reduce the 4-year rolling average demand per equivalent unit (ERU) to 185 gallons per day (gpd) by 2035, which that goal was met in 2015 at 157 gpd. The goal for distribution side was to improve distribution system leakage (DSL) to 10 percent or less by 2035, which was achieved in 2018 at 6.8 percent.

Council discussed the proposed resolution.

Motion by Councilmember Shepro, Second by Councilmember Pearce to Approve Resolution 2021-04 The City of Stanwood Water Use Efficiency Goals.

Motion carried unanimously.

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

8. Reports of Officers and Committees

a. Mayor's Report –

Mayor Callaghan wanted to remind everyone about the Stanwood Farmers Market. It has started for the year and is held every Friday afternoon.

b. City Administrator's Report-

Jennifer Ferguson said that Waste Management is going to be doing some education to remind folks about contamination in the recycling.

c. Councilmember Reports and Questions-

Councilmember Williams reported that the Chamber just had its first Stanwood Camano Chamber mixer. It was very well attended with great participation. The Summer Concert Series starts this coming Saturday. Chris Eager will be performing behind Loco Billy's. She hopes to see everyone there.

9. Adjourn to Executive Session to discuss consider the purchase of real estate under RCW 42.30.110 (1)(b).

The meeting was adjourned to Executive Session at 7:23 pm. The session is expected to last for thirty minutes.

At 7:55 pm the session was extended for an additional ten minutes.

10. Reconvene and Adjourn

Stanwood City Council Meeting Minutes – June 10, 2021

The meeting was called back to order at 8:00 pm.

The meeting was adjourned at 8:01 pm.

CITY OF STANWOOD

ATTEST:

Elizabeth Callaghan, Mayor

Sara Robinson, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: June 24, 2021

SUBJECT: Washington State Recreation and Conservation Office (RCO) Grant for the Stanwood Port Susan Trail

CONTACT PERSON: Carly Ruacho, Senior Planner and Patricia Love, Community Development Director

ATTACHMENTS: A – RCO Grant Contract

PURPOSE

The purpose of this agenda item is for Council to authorize the Mayor to sign the Washington State Recreation and Conservation Office (RCO) grant contract in the amount of \$448,000 for the construction of the Stanwood Port Susan Trail Phase 2.

BACKGROUND

The design and permitting of the Stanwood Port Susan trail Phase 2 segment is in our 2021 -2022 work plan. The proposed 6-10 foot wide pedestrian trail will start at the 88th Avenue park and ride lot, connect to the SR 532 Berm that was recently constructed, loop around the water treatment plant, pass through Hamilton Landing Park and connect to the Stillaguamish River overlook platform built by the boy scouts next to Twin City Foods.

A contract was signed with Confluence Environmental in May of 2020 in the amount of \$245,000 to prepare the necessary environmental reports, survey and 30% design. Work on final design, permitting and bidding is currently underway and will be covered by a previously received Commerce grant for \$194,000. This RCO grant will cover a significant portion of the construction costs incurred by the City for this project. Project funding in the form of these grants was made possible by the 2020 legislative support for this project.

DISCUSSION

The Stanwood Non-Motorized Transportation Plan adopted in 2016 envisions a walkable community with future trails and bike paths. The need for more walking and biking facilities was reinforced in the 2019 / 2020 community survey. Under the parks category, walking trails and waterfront access were the two highest priorities.

One of the projects in the Non-Motorized Plan is a looped trail system around the City's downtown area from the train station to the farmlands just north of Ovenell Park. This trail has been named the Stanwood Port Susan Trail due to its connection with the Stillaguamish River and views of Port Susan Bay.



Phase I of the trail was recently constructed as part of the SR 532 Berm project. Phase 2 of the trail is a 1.2 mile segment that runs from the Stanwood Park and Ride lot, around the waste water treatment plant, and along the Stillaguamish River to Twin City Foods. This portion of the project is currently under design. The project includes:

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



As part of the 2020 Legislative process, the City submitted a funding request to our legislators to financially support the design of the Stanwood Port Susant Trail – Phase 2. The City received a direct budget appropriation, however the funds were split between the Department of Commerce and the Recreation and Conservation Office. The current grant contract before the Council is a portion of the state funding allocated to the project through the Washington State Recreation and Conservation Office. The Commerce grant was previously awarded.

FINANCIAL IMPACT

The Stanwood Port Susan Trail design was included in the 2021-2022 work plan and 2021-2022 biennial budget and is currently ongoing. Construction of the trail was anticipated in 2024. Fund 104, Park and Trail Improvement Fund, includes the budget for the trail design work under line item 594.76.63.19. Since the approval of the preliminary design contract on in May, the city has confirmed that RCO has allocated more funds to the Stanwood Port Susan Trail than originally expected. The following is the updated project budget.

Stanwood Port Susan Trail Budget

Task	Funding Source	Amount
Environmental Studies & 30% Design	City Funds	\$245,000
RCO Grant Support	City Funds	\$5,000
Final Design, Permitting, and Bidding	Commerce Grant	\$194,000
Construction	RCO Grant	\$448,000
Total Budget:		\$892,000

Budgetary caution should be noted as follows:

1. **Final Design**: We do not have an estimate for final design yet as the alignment and permitting requirements will be determined with the preliminary design. Staff has asked the consultants to prepare full design plans for the project which includes the public plaza, signal changes at 92nd Avenue and a pedestrian bridge across Irvine Slough. Addition city funds may be needed to supplement the grant funds.
2. **Construction**: Full build out of the trail, with all of the public amenities, will be expensive. To manage these costs, the trail will be built in phases: first the trail itself to get it open and accessible to the community, then the viewing points, plazas, and amenities. Depending on the bidding environment, supplemental funds may be needed for the trail construction.

There is a match requirement for the RCO funds in the amount of \$452,252 which includes monies previously received from a Washington State Commerce grant (\$194,000) as well as city funds.

RECOMMENDATIONS

Staff Recommendation:

The Stanwood Port Susan Trail is one of the first implementing projects to dramatically improve the walkability of Stanwood. While the contract is written in favor of the Washington State Recreation and Conservation office, the City has worked successfully with RCO on other grant projects and feels that this project will be just as successful. Staff recommends that the Council authorize the Mayor to sign the contract as provided in Exhibit A.

Committee/Board Recommendation:

The Stanwood Port Susan Trail Phase 2 design project has been reviewed multiple times by Council Committees and by the full Council. The Community Development Committee discussed the project on February 27 and April 23, 2020, the Parks/Trails Advisory Committee discussed the project at several meetings in 2020 as well as their February 16, 2021 meeting, and the Public Works Committee on November 2, 2020. All committees are supportive of moving forward with the project.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Washington State Recreation and Conservation Office (RCO) grant contract and accept the grant in the amount of \$448,000.
2. Direct staff to request changes to the grant contract.
3. Do not accept the Washington State Recreation and Conservation Office (RCO) grant.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE GRANT CONTRACT IN THE AMOUNT OF \$448,000 FOR THE CONSTRUCTION OF THE STANWOOD PORT SUSAN TRAIL.

Project Sponsor: City of Stanwood
Project Title: Stanwood Port Susan Trail

Project Number: 20-1720D
Approval Date: 01/21/2021

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Stanwood (Sponsor, and primary Sponsor), 10220 270th St NW, Stanwood, WA 98292, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Stanwood will use this grant to complete phase 2 of the Port Susan Trail, a multi-phased project that will create a 5-mile looped trail around the perimeter of the City's downtown core. Development of this phase will include a 1-mile segment of trail. The trail will run from 88th Ave. and SR 532, around the waste water treatment plant, through Hamilton Landing Park, cross Irvine Slough and along the Stillaguamish River to an existing river viewing platform near Twin City Foods. The primary recreational opportunity provided by this project is multiple nonmotorized trail use.

PERIOD OF PERFORMANCE

The period of performance begins on March 1, 2021 (project start date) and ends on November 30, 2023 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see the Long-Term Obligations Of The Projects and Sponsors section) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$448,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - RRG Trails	49.76%	\$448,000.00	State
Project Sponsor	50.24%	\$452,252.00	
Total Project Cost	100.00%	\$900,252.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

SPECIAL CONDITIONS

1. Cultural Resources-Survey Required.

This agreement requires compliance with Executive Order 05-05. RCO has completed the initial review for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a notice of cultural resources completion before any ground disturbing activities can begin. Ground disturbance started without approval will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Patricia Love
Community Development Director
10220 270th Street
Stanwood, WA 98292
patricia.love@ci.stanwood.wa.us

RCO Contact

Dan Haws
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for project 20-1720, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Stanwood

By: _____

Date: _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office

By: _____

Date: _____

For Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 07/01/2020

Project Sponsor: City of Stanwood
Project Title: Stanwood Port Susan Trail

Project Number: 20-1720D
Approval Date: 01/21/2021

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Stanwood Port Susan Trail

Site Preparation

General site preparation

Trails

Trail development

Miles of hard surfaced trail developed / renovated by surface type:

Asphalt 1.00

Miles of natural surfaced trail developed / renovated by surface type:

Natural surface 0.00

Select the trail structures : None

Controls used for road / street crossings: Pavement markings

Trail bridge development

Number of trail bridges: 1 new, 0 renovated

Select the bridge types : Aluminum

Project Sponsor: City of Stanwood
Project Title: Stanwood Port Susan Trail

Project Number: 20-1720D
Approval Date: 01/21/2021

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	03/01/2021	
	Design Initiated	04/30/2021	
	Progress Report Due	06/30/2021	
	Annual Project Billing Due	07/31/2021	
	Cultural Resources Complete	09/30/2021	
	Progress Report Due	12/31/2021	
	SEPA/NEPA Completed	12/31/2021	
	Progress Report Due	06/30/2022	
	60% Plans to RCO	06/30/2022	
	Annual Project Billing Due	07/31/2022	
	Applied for Permits	08/31/2022	
	All Bid Docs/Plans to RCO	09/30/2022	
	Bid Awarded/Contractor Hired	10/31/2022	
	Construction Started	11/30/2022	
	Progress Report Due	12/31/2022	
	Progress Report Due	06/30/2023	
	Annual Project Billing Due	07/31/2023	
	Construction Complete	08/30/2023	
	Funding Acknowl Sign Posted	09/30/2023	
	RCO Final Inspection	09/30/2023	
	Final Billing Due	10/16/2023	
	Final Report Due	10/31/2023	
	Agreement End Date	11/30/2023	

Project Sponsor: City of Stanwood
Project Title: Stanwood Port Susan Trail

Project Number: 20-1720D
Approval Date: 01/21/2021

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE	8
CITATIONS, HEADINGS AND DEFINITIONS	8
PERFORMANCE BY THE SPONSOR	10
ASSIGNMENT	11
RESPONSIBILITY FOR PROJECT	11
INDEMNIFICATION	11
INDEPENDENT CAPACITY OF THE SPONSOR	12
CONFLICT OF INTEREST	12
COMPLIANCE WITH APPLICABLE LAW	12
ARCHAEOLOGICAL AND CULTURAL RESOURCES	13
RECORDS	14
PROJECT FUNDING	14
PROJECT REIMBURSEMENTS	15
RECOVERY OF PAYMENTS	15
COVENANT AGAINST CONTINGENT FEES	15
INCOME (AND FEES) AND USE OF INCOME	15
PROCUREMENT REQUIREMENTS	16
TREATMENT OF EQUIPMENT AND ASSETS	16
RIGHT OF INSPECTION	16
STEWARDSHIP AND MONITORING	17
PREFERENCES FOR RESIDENTS	17
ACKNOWLEDGMENT AND SIGNS	17
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	17
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	18
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS	18
ORDER OF PRECEDENCE	19
LIMITATION OF AUTHORITY	19
WAIVER OF DEFAULT	19
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	19
SPECIFIC PERFORMANCE	19
TERMINATION AND SUSPENSION	19
DISPUTE HEARING	20
ATTORNEYS' FEES	21
GOVERNING LAW/VENUE	21
SEVERABILITY	21
END OF AGREEMENT	21

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 10/15/2020.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project

may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been paid by RCO.
- Property rights (including RCO’s as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. Non ground disturbing projects (such as acquisition or planning project) all cultural resources requirements must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 05-05 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall 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.
- E. **Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement.** Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- F. **Discovery**
- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains.

Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.

- a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
- b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;

- 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions

in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
 - 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. **For Cause.**

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
 - 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
 - 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. Rights of Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
 - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a
DATE: June 24, 2021
SUBJECT: Confirm Mayor's Appointment to Planning Commission
CONTACT PERSON: Mayor Elizabeth Callaghan
ATTACHMENTS: A – Eric Warnat Application for Appointment

PURPOSE

The purpose of this agenda item is for Council consideration of and confirmation of the Mayor's appointment of Eric Warnat to the Stanwood Planning Commission, position one (1) .

BACKGROUND

The Planning Commission currently has one vacant position. The vacancy was recently created due to the untimely death of Linda Utgaard.

ANALYSIS

The Stanwood Mayor is responsible for recommending appointments to the various City ad hoc boards and commissions when terms expire or a vacancy occurs. The city advertised the planning commission vacancies and requested that interested individuals submit applications and letters of interest. The Mayor reviewed the information submitted and staff discussed the overall commission appointment and responsibilities with Eric Warnat.

Fiscal Impact			
No fiscal impact associated with this action			
Fund(s):			
Amount:	\$ -	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Mayor Callaghan recommends the appointment of Eric Warnat to the Planning Commission, position one (1), for the term ending December 31, 2022.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. Approve appointment
2. Not approve appointment and provide feedback to Mayor

PROPOSED MOTION

MOTION TO APPOINT ERIC WARNAT TO THE STANWOOD PLANNING COMMISSION, POSITION ONE (1), FOR A TERM ENDING DECEMBER 31, 2022.

From: [Sara Robinson](#)
To: [Elizabeth M. Callaghan](#); [Ferguson, Jennifer](#)
Subject: Fwd: Online Form Submittal: Planning Commission Vacancy Application
Date: Sunday, May 23, 2021 8:26:52 AM

Good morning!
Attached please find an application for the open Planning Commission seat.
Let me know if I can do anything to assist with this.
Thank you
Get [Outlook for iOS](#)

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, May 21, 2021 3:56 PM
To: Sara Robinson
Subject: Online Form Submittal: Planning Commission Vacancy Application

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

Planning Commission Vacancy Application

First Name	Eric
Last Name	Warnat
Address	28116 67th Ave NW
Phone Number	3607206529
Email Address	ewarnat@gmail.com

Please briefly describe your qualifications for the position.

My name is Eric Warnat, and I am writing to you today for your consideration on your vacant Planning Commission position. As a long-term resident and nearly 30 years of delivering commercial projects throughout the western United States, I am very interested in the vacant Planning Commission position.

I have been a resident of Stanwood since October 1996. For a brief period, was the HOA President in Church Creek Estates. At the time, played a leading role in handing over the private streets to the City of Stanwood.

I have been in the commercial property development, design, and construction industry since the early 90's. Over the years, I have worked for a local manufacturing plant, Design/Build General Contractors, and Fortune 500 companies. Over 18 years ago, my career path expanded to be the owner's representative,

as the Sr. Project Manager I have had the pleasure to represent Tesoro Petroleum, 7-11, Old Navy/Gap, AMC Theaters, JP Morgan Chase, and US Bank to name a few. I have been involved from every step to develop and construct a project. Literally from conceptual designing the property to handing the building keys over to the owner. Projects have ranged from small \$15k remodels to \$100 million ground-up developments.

Thank you for your time and consideration!

Please attach a Letter of Interest (LOI), as well as, any supporting documents you would like considered.

Letter of Intent	Stanwood - Planning Commission Position - Letter of Intent.pdf
------------------	--

Supporting Documentation	Warnat - 2021 Resume.pdf
--------------------------	--

Supporting Documentation	<i>Field not completed.</i>
--------------------------	-----------------------------

Email not displaying correctly? [View it in your browser.](#)

Recipient Name

10220 270th Street NW, Stanwood, WA 98292

RE: Planning Commission Vacancy – Position One

To whom it may concern,

My name is Eric Warnat, and I am writing to you today for your consideration on your vacant Planning Commission position. As a long-term resident and nearly 30 years of delivering commercial projects throughout the western United States, I am very interested in the vacant Planning Commission position.

In 1996, as a recently married couple, we purchased our first house and moved into the community of Stanwood. Amazing how quickly the time has gone by. We had the pleasure of raising our small family here in Stanwood. Our daughter, Sarah is a proud graduate of Stanwood High School. She is currently working on her Business Management degree from Skagit, while is working at Jimmy's. My wife, Gaye has provided banking services with a smiling face for over 12 years at Bank of America in town.

I have been in the commercial property development, design, and construction industry since the early 90's. Over the years, I have worked for a local manufacturing plant, Design/Build General Contractors, and Fortune 500 companies. Over 18 years ago, my career path expanded to be the owners representative, as the Sr. Project Manager I have had the pleasure to represent Tesoro Petroleum, 7-11, Old Navy/Gap, AMC Theaters, JP Morgan Chase, and US Bank to name a few. I have been involved from every step to develop and construct a project. Literally from conceptual designing the property to handing the building keys over the owner. Projects have ranged from small \$15k remodels to \$100 million ground up developments.

I am attaching my professional resume. I look forward to talking with you about my experience, and willingness to support the city and community.

If you have any questions, please don't hesitate to reach me at ewarnat@gmail.com.

Thank you for your time and consideration!

Warm regards,

Eric Warnat
SR. PROJECT MANAGER

Objective

Seeking a senior project manager position focused on leadership responsibilities with planning, organizing, financial management, risk assessment and problem solving.

Career Summary

Highly organized Senior Project Manager with 24+ years of experience to safely deliver on-time and on-budget single and multi-site capital tenant improvement projects in the retail, theatre, banking, fast food, executive office, and petroleum industries.

Demonstrates high ethical standards, with integrity, and excellent interpersonal skills. Successful drivers include controlled project budgets, selecting contract partners, problem solving, and working cooperatively with clients to create a teamwork environment that focuses on delivering a safe and successful project.

Education

University of Phoenix – Business
Management coursework

Licenses and Certifications

OSHA Safety Training – 10 Hour
API Worksafe Certified
Facilitative Leadership

Efficient Computer Skills

AutoCAD – 29 years
MS Office Suite
MS Project

Hobbies

Outdoors, Hiking, Camping, Running,
Cycling, Motorcycles, and Boating.

References

Christian Siegel
Senior Project Manager
JLL, Corporate Solutions
10 S Dearborn
Chicago, IL 60603
216-225-8499

Hyrum Madsen
Senior Project Manager
Lendlease Inc - Multi-Site Group
1061 Hermitage Circle
Birmingham, AL 35242
801-560-4012

Jason Wynecoop
Senior Project Manager
Alegis Construction
3701 South Norfolk Street, Suite 300
Seattle, WA 98118
206-605-1134

Professional Experience

■ Jones Lang LaSalle (JLL) June 2016 – Current

Specializes in providing turn-Key Multi-Site Program Management and Property Management Services nationwide.

As a Senior Project Manager, Project and Development Services.

- **US Bank – NTI and Tenant Improvement Development**
Project Management services for major tenant improvements and new to industry locations throughout the Pacific NW. Managed team of corporate stakeholders to complete build-out of existing space to corporate standards while retail branch is operational. Average project costs of \$2.5 million.
- **AMC Theaters – Tenant Improvement & Turn-Key Ground-Up**
Provided Project Management services for major tenant improvements and ground-up locations throughout the nation. Managed team of (20+) stakeholders to complete build-out of existing space to corporate standards while theatre is partially operational. Average project costs of \$15 million.
- **Walgreens – Minor Tenant Improvement - Beauty 2000 Program**
Provided Project Management and support services for (5,000+) minor tenant improvement projects located throughout nation. Average project cost was \$25k per site.

■ Lend Lease Construction Inc. 2010 – March 2016

Specializes in providing turn-Key Multi-Site Program Management and Construction Services nationwide.

As a Project Manager II, Multi-Site Group

- **BBVA Compass Bank. – Tenant Improvement - Loan Processing Offices / Retail**
Provided Project Management services for (10) 10,000 sq. ft. executive office and retail locations throughout the west coast. Managed team of (20) stakeholders to complete build-out of new space to corporate standards, relocate end-users group and decommission old space prior to lease expiration. Project costs ranged from \$300k to \$1.7mm per site.

- **JPMorgan Chase – Minor Tenant Improvement - TCR Program**
Provided Project Management services for (354) minor tenant improvement projects located throughout the west coast and south regions. Survey and install new bank equipment within the sales counter. Program completed with average customer service scores of 4.95 of 5. Average project cost was \$25k per site.
- **Tesoro Petroleum – C-Store Capital Improvement**
Provided Project Management and Design services (12) remodel projects in Alaska. Implemented designs increased sales 30%. Project cost ranged from \$350k to \$3mm per site.
- **7-Eleven Inc. – New Construction & Tenant Improvement**
Provided Regional Project Management services for (76) New to industry Projects located in California, Washington and Oregon. Projects were Turn-Key, from pre-lease review to store opening. Managed (9) client stakeholders to drive the project to completion. Project costs ranged from \$250k to \$2.5mm per site.

Professional Experience – Continued

■ **Core-States Engineering** **2007 – 2010**

Engineering and Project Management company specializing in Retail Petroleum and Big Box corporations.

As a Project Manager

- **McDonald's – Tenant Improvement – McCafé Initiative**
Key member of Pacific NW team Project Management Team – Completing (277) McDonald's McCafé "CBB" upgrades over 24 months. Represented both corporate and owner/operators from individual store concepts to financial close-out. Construction was completed at night to preserve business hours of the store. Worked tirelessly to reduce costs to owner operators. Resulting in an average savings of 10% from lowest bid amount.

Our PNW team received the highest owner operator satisfaction scores in the nation. Personally received McDonald's "Silver" and "Director" awards for leadership and teamwork with the CBB Program.

- **Old Navy – Image Refresh Program**
Provided project management services to reimage (7) locations located in Washington, British Colombia, Alberta, Saskatchewan. Scope of work included interior and exterior refresh and re-configuration. Construction work was required to be completed in 8 week duration during off business hours.
- **Wells Fargo –Corporate Real Estate Consolidation**
Provided project manager oversight for the decommissioning of (128) locations in California, Nevada, Arizona, Washington, Oregon.

■ **Bestworth Rommel Inc.** **2003 - 2007**

Aluminum Composite and Steel Fabricators specializing in manufacturing and installation of metal canopies, and exterior corporate imaging. Annual Revenues exceeded \$15 Million

As a Senior Project Manager/Program Manager

- Key participant in amplifying companies throughput and program diversity.
- Developed key programs to organize and manage increased productivity while reducing overhead costs by 12%.

■ **Tesoro Marketing and Refining** **2000-2003**

Petroleum Marketing and Refining Company focused from the Mid-West to Western United States.

As a Project Manager – Jobber Program

- Responsible for BP/Amoco Re-image Program, \$13mm re-imaging program consisting of (318) BP/Amoco jobber sites acquired by Tesoro in Mid-2001.
- Solely responsible for construction support to the company's Jobber Branded program. Geographically encompassed (11) states from Alaska to Minnesota.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: June 24, 2021

SUBJECT: Pioneer Highway Sewer Upgrades Phase 2 - Stairway Replacement – Change Order

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - Pellco Change Order Quote

PURPOSE

The purpose of this agenda item is for Council consideration of a change order to the Pioneer Highway Sewer Upgrades Phase 2 project, for replacing the stairs between Pioneer Highway and Triangle Drive.

BACKGROUND

Pellco Construction is nearly complete with the sewer project in Pioneer Highway. During the construction project, staff noticed the poor condition of the stairs between Pioneer Highway and Triangle Drive. Staff requested a quote from Pellco to remove and rebuild the stairs and provide a stainless-steel handrail, similar to the handrail along the Stanwood Port Susan trail, atop the SR532 Berm. Staff also asked for quote to remove the unmaintainable grass and weeds and install round rock, similar to the rock work done under the viaduct, and add city beautification program standard landscaping next to the stairs.

The quote for the stairs is \$58,840.04. The quote for the rock and landscaping is \$45,542.00.

ANALYSIS

The Pioneer Highway Sewer capital budget includes \$1,586,000.00 for construction. The current awarded contract amount is \$993,243.89. After the stairs change order, the contract amount will be \$1,052,083.93. The engineer's estimate was \$1,529,329.62. The overall project budget is adequate and will accommodate the proposed change orders.

Fiscal Impact			
Impact of Stairs Change Order:			
Fund(s):	Sewer Improvements - 594 35 63 36		
Amount:	\$ 58,840.04	Project Estimate:	\$ 1,529,329.62
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends authorizing the wstaayir reconstruction change order with the contractor wbut recommends that public works staff will complete the rock and other landscaping work similar to our inhouse work at the viaduct.

Committee/Board Recommendation:

Public Works Committee recommends approving the stairway reconstruction change order and supports the inhouse staff work for rock and landscaping

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign a change order with Pellco to remove and rebuild stairs, not to exceed \$58,840.04.
2. Reject the proposed change order and leave as is.
3. Send back to committee for further discussion.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTEW A CHANGE ORDER WITH PELLCO FOR THE VIADUCT STAIRAY RECONSTRUCTION, NOT TO EXCEED \$58,840.04 AND FOR PUBLIC WORKS STAFF TO PROCEED WITH COMPLETING THE ROCK LANDSCAPING WORK

To: Shawn Smith, P.E.
City Engineer/Capital Projects Manager

June 7, 2021

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

SL No. 1R1

**RE: Change Order Proposal 01 Revision 1
Pioneer Highway Upgrades Phase 2 – Pioneer Highway Interceptors**

Shawn Smith, P.E.

PELLCO Construction, Inc is pleased to present the following proposal for your review and consideration.

We will provide all labor, materials, equipment, and supervision as required to:

- Remove and dispose of existing concrete stairs between Pioneer Hwy and Triangle Dr.
- Install new concrete stairs in kind with galvanized handrail per City of Marysville standard plan.

Our price for this scope of work is: \$58,840.04.

Specifically Excluded is: WSST, Building Permits, and Special Inspections. Pricing valid for 15 days.

We hope this proposal meets with your approval. If you have any questions, or need any additional information, I can be reached at (425) 265-7211.

Sincerely,



Kim Alseth
Project Manager