

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, July 08, 2021



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, July 08, 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. **COMMITTEE REPORTS**
 - a. Salary Commission Meeting Minutes – June 23, 2021 **5-1**
 - b. Parks and Trails Advisory Committee Meeting Minutes – May 17, 2021 **5-3**
6. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **6-1**
 - b. Approve June 24, 2021 Regular City Council Meeting Minutes **6-6**
7. **NEW BUSINESS**
 - a. Final Acceptance of the 276th St. Overlay and ADA Improvements – Reece Construction Contract **7-1**
 - b. Adopt Resolution 2021-05 Authorizing the City Administrator to Make Declarations of Official Intent – Reimbursement Resolution **7-5**
 - c. Authorize the Mayor to Execute an Interlocal Agreement with Snohomish County for GIS and Imaging Support Services **7-11**
8. **CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
9. **REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
10. **ADJOURN TO EXECUTIVE SESSION TO DISCUSS POSSIBLE REAL ESTATE ACQUISITION UNDER RCW 42.30.110 (1)(B)**
11. **ADJOURN**

Upcoming Meetings:

July 22, 2021 Regular Meeting
August 12, 2021 Special Workshop Meeting
August 12, 2021 Regular Meeting
August 26, 2021 Regular Meeting ***CANCELLED***



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5a

DATE: July 08, 2021

SUBJECT: Salary Commission Meeting Minutes

CONTACT PERSON: Sara Robinson, City Clerk

ATTACHMENTS: A – Salary Commission June 23, 2021 Meeting
Minutes

SUMMARY

Ordinance 1306 requires the Salary Commission to meet between May and July of each year to determine whether or not salary adjustments are necessary for councilmembers and the mayor. The Salary Commission met on June 23, 2021 (Attachment B) and unanimously voted to increase the mayor's compensation to \$1,600 per month, and increase councilmember compensation to \$475 per month (Attachment A).



Salary Commission Meeting Minutes June 23, 2021

The June 23, 2021 Economic Development Board Meeting held via Zoom, was called to order at 5:00 pm.

Board Members in Attendance:

Edythe Garvey, Major Freeman, Conner Lahtonen and Nicole Gilligan

Staff Members in Attendance:

Jennifer Ferguson, City Administrator and Sara Robinson, City Clerk,

Also known to be Present: N/A

The City Clerk, Sara Robinson reviewed the Salary Commission Roles and Responsibilities.

Ordinance 1306 states that the Salary Commission shall meet between May 1 and July 31 and shall determine salary adjustments which shall become effective on January 1 of each calendar year.

Robinson explained that the Salary Commission has met annually to determine the Mayor and Council salaries since it was created in 2012. The commission has increased the salaries three times over this period.

City Administrator, Jennifer Ferguson explained the responsibilities and time expectations for the Mayor and Councilmembers.

The commission reviewed the Mayor and Council salary comparison provided through the Association of Washington Cities (AWC). The comparison information is from a 2020 survey based on cities similar in size and assessed values to Stanwood.

The 2020 salary was set in 2019 for the Mayor \$1,500 and \$425 for Councilmembers.

Due to the COVID – 19 pandemic the Salary Commission did not meet in 2020.

The Salary Commissioners discussed the City's current and predicted population. They reviewed and discussed the comparison cities pay schedules.

A motion was made by Commissioner Garvey, second by Commissioner Freeman to increase the Mayor's Salary \$1,600 flat rate per month for the mayor and \$475 flat rate per month for the councilmembers. The motion passed unanimously.

Adjourn: 5:35 pm

Sara Robinson
City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5b

DATE: July 8, 2021

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Manager

ATTACHMENTS: A – May 17, 2021 Meeting Minutes

SUMMARY STATEMENT

Minutes from the May 17, 2021 Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented.



Parks and Trails Advisory Committee Meeting Minutes May 17, 2021

Zoom meeting – virtual attendance

Call to Order & Attendance: 3:04pm

Present: Gordon Bell, Dave Hall, Matt Withers, David Moynanhan, Rick Hawkins

Absent: Gordy Holmes, Lisa Bruce

Staff Present: Jennifer Ferguson, Patricia Love, Carly Ruacho, Amy Bergemeier, Sara Robinson

Also known to be present: Mayor Callaghan, Councilmember Steve Shepro, Jason Hennessy, Jay Shih

Citizen Comments: N/A

Approval of Minutes:

The April 2021 Meeting Minutes were approved as submitted.

Parks and Recreation Feasibility Study Introduction:

- **PTAC Participation:**
Berk's project team attended the meeting to facilitate a discussion with the entire Committee regarding how the City could provide parks and recreation services to the community moving forward. The study will be a phased analysis of parks, recreation, and events delivery options. Berk is charged with considering the full spectrum of staffing and funding models for City parks and recreation services moving forward. The City currently has a decentralized approach. Berk will be seeking input from a wide range of stakeholders and report back to the City before the end of the year.
Dave Hall has been selected as the PTAC member who will serve on a larger Advisory Group for the feasibility study process. He will be the voice of the PTAC through the duration of the study and will report back to the larger group of the progress throughout the process.

Committee Member Comments:

Members, in general, feel like the city should get more involved in events held in the city, when possible, as well as more parks & recreation services. They look forward to seeing the results of the P&R feasibility study and appreciate the time getting put into this.

Park Updates:

Church Creek Park: There will be updated striping for parking including an additional handicap space and load/unload area. Public Works will refill the hand sanitizer stations more consistently by including it in their daily park checks. The rental policy was confirmed that large groups are not allowed to reserve the picnic shelter during baseball games for parking reasons.

Heritage Park: Sod? There will be sod in the infields as the contractor offered to lay the sod, at no extra cost, if we purchased it. There was no addition to the contract price, they would just include putting the sod in. There is a conversation happening regarding the Diamond Dust being used in the fields.

Ovenell Park: Banners have been cleaned up and are looking much better now. The banners will be added to the maintenance rotation and will be cleaned as needed moving forward.

Adjourn – 5:10pm– Next Meeting: June 21, 2021 @ 3:00pm.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: July 8, 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 34117 through 34171 and Washington Federal Bank electronic funds transfers in the amount of \$245,446.37. Approve issuance of Washington Federal Bank electronic payroll funds transfers in the amount of \$37,950.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 34117 THROUGH 34171 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$245,446.37. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL FUNDS TRANSFERS IN THE AMOUNT OF \$37,950.00.

CHECK REGISTER

City Of Stanwood

Time: 10:11:24 Date: 06/30/2021

06/16/2021 To: 06/29/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2633	06/17/2021	Claims	3	EFT	WA St Dept of Revenue **	11,867.64	City of Stanwood B & O Excise Tax May 2021
2634	06/17/2021	Claims	3	34117	APP- Associated Petroleum Products	2,988.03	04-0100494
2635	06/17/2021	Claims	3	34118	Ace Hardware	126.63	20013 City of Stanwood; 20013 City of Stanwood; 20013 City of Stanwood; 20013 City of Stanwood; 20013 City of Stanwood
2636	06/17/2021	Claims	3	34119	Advanced Automotive LLC *	893.19	City of Stanwood
2637	06/17/2021	Claims	3	34120	Berk	4,450.00	City of Stanwood
2638	06/17/2021	Claims	3	34121	Confluence Environmental Company, Inc	18,368.61	City of Stanwood
2639	06/17/2021	Claims	3	34122	Dog Waste Depot	91.98	City of Stanwood
2640	06/17/2021	Claims	3	34123	Edge Analytical Inc	200.00	STA01
2641	06/17/2021	Claims	3	34124	Farwest Corrosion Control Company	2,816.20	0301291
2642	06/17/2021	Claims	3	34125	Galt John E	41.25	City of Stanwood
2643	06/17/2021	Claims	3	34126	Grainger Inc	234.63	848089215
2644	06/17/2021	Claims	3	34127	ICONIX Waterworks (US) Inc.	81.91	CITSTA
2645	06/17/2021	Claims	3	34128	Lakeside Industries Inc	216.00	108469
2646	06/17/2021	Claims	3	34129	Les Schwab Tire Centers	50.29	S34-00006
2647	06/17/2021	Claims	3	34130	Mackenzie	9,769.38	City of Stanwood
2648	06/17/2021	Claims	3	34131	Maul Foster Alongi, Inc.	22,537.47	City of Stanwood; City of Stanwood
2649	06/17/2021	Claims	3	34132	O'Reilly Auto Parts	408.37	1872464; City of Stanwood; 1872464
2650	06/17/2021	Claims	3	34133	Office Depot	31.54	36274097
2651	06/17/2021	Claims	3	34134	PUD Of Snohomish County *	4,697.36	200240505; 200128742; 200633634; 200367373; 222799900; 221854284; 200738672; 200103539
2652	06/17/2021	Claims	3	34135	Pace Engineers, Inc	15,519.00	City of Stanwood; City of Stanwood
2653	06/17/2021	Claims	3	34136	Pollardwater	951.66	37807; 37807
2654	06/17/2021	Claims	3	34137	Puget Tech LLC	2,784.00	City of Stanwood
2655	06/17/2021	Claims	3	34138	Refund -Susan Scott	762.15	Refund Paul Moore Util acct 2017 overpymt on final escrow paid and owner paid causing refund to owner of 762.15
2656	06/17/2021	Claims	3	34139	Ricoh USA, Inc.	624.10	1316669-3660142; 1316669-3660143; 1316669-3659652
2657	06/17/2021	Claims	3	34140	Safeway	26.03	191483
2658	06/17/2021	Claims	3	34141	Seegert, Gina	102.00	City of Stanwood
2659	06/17/2021	Claims	3	34142	Skagit Farmers Supply	10.91	135052 City of Stanwood
2660	06/17/2021	Claims	3	34143	Skagit Publishing	148.78	48623
2661	06/17/2021	Claims	3	34144	Sno Co Dept Of Emergency Management	4,568.50	DEMSTNWD
2662	06/17/2021	Claims	3	34145	Everett Daily Herald/ Sound Publishing	1,035.00	51439981
2663	06/17/2021	Claims	3	34146	Stanwood Area Historical Society	350.00	City of Stanwood
2664	06/17/2021	Claims	3	34147	Stanwood Auto Parts	184.17	56100; 56100
2665	06/17/2021	Claims	3	34148	Stanwood Chamber Of Commerce	350.00	City of Stanwood
2666	06/17/2021	Claims	3	34149	Stanwood City Utility	2,276.05	1271,1332,1241,1675,1328,4252,2416,1573,1348,1674,1587,4724,1473

CHECK REGISTER

City Of Stanwood

Time: 10:11:24 Date: 06/30/2021

06/16/2021 To: 06/29/2021

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2667	06/17/2021	Claims	3	34150	Stilly Auto Parts Napa	11.76	27197
2668	06/17/2021	Claims	3	34151	Strategies 360 Inc	1,500.00	City of Stanwood
2669	06/17/2021	Claims	3	34152	Taylors Excavators Inc	96,831.26	City of Stanwood
2670	06/17/2021	Claims	3	34153	Transpogroup Inc	13,503.75	City of Stanwood
2671	06/17/2021	Claims	3	34154	US Bank Na Custody/ Treas Div- Money Ctr	36.00	777221717
2672	06/17/2021	Claims	3	34155	US Bank St Paul	426.58	STAUTGOREF07; STAWATSEW11
2673	06/17/2021	Claims	3	34156	USA Bluebook	334.47	478228
2674	06/17/2021	Claims	3	34157	United Laboratories	352.94	339728
2675	06/17/2021	Claims	3	34158	Utilities Underground Loc	119.97	STNWOD1-134200
2676	06/17/2021	Claims	3	34159	Verizon Wireless	3,237.59	372541731-00001; 742373248-00001
2677	06/17/2021	Claims	3	34160	Waste Management Skagit	154.18	8-34465-95001
2678	06/17/2021	Claims	3	34161	Michelle Totman	516.92	Ref Utility 2451 Helene Watkins \$516.92 Overpayment at Closing
2679	06/17/2021	Claims	3	34162	Wave Broadband	122.25	3201-0316547-01
2680	06/17/2021	Claims	3	34163	Weed, Graafstra & Associates, Inc., P.S	11,743.00	3868-0000M
2681	06/17/2021	Claims	3	34164	West Coast Code Consultants, Inc.	3,180.81	City of Stanwood
2682	06/17/2021	Claims	3	34165	Western Exterminator Company	334.52	683591; 683591
2683	06/17/2021	Claims	3	34166	Ziply Fiber	1,468.90	360-939-0579-080320-5; 206-188-0411-053105-5; 360-629-4907-072497-5
2692	06/18/2021	Claims	3	34167	Refund -Barbara Sandoval	132.44	Util Acct 2012 Refund to B Sandoval for overpayment
2693	06/18/2021	Claims	3	34168	Refund -Erin Maggard	327.03	Util acct 1670 E Maggard overpayment on Final
2694	06/18/2021	Claims	3	34169	Refund -Mathew Middleton	80.00	Util Acct 4274 Refund M Middleton paid \$80 thru Xpress
2695	06/18/2021	Claims	3	34170	Refund -Shopping Center Properties	1,253.49	Util acct 1526 overpymt thru Xpress \$466.54 after closing; util acct 1515 overpymt thru xpress 786.95 after closing
2696	06/18/2021	Claims	3	34171	Refund -Susan Scott	215.68	Util Account 1211 overpaid on final \$215.68
						43,282.89	001 General Fund
						1,856.17	101 Street Fund
						3,113.00	103 Street Construction Fund
						137,737.34	104 Park And Trail Improvement Fund
						9,769.38	110 Building Improvement Fund
						2,950.42	115 Tourism And Promotion DSC
						126.58	205 Debt Service Fund
						10,279.50	401 Sewer Fund
						4,410.00	403 Sewer Construction Fund
						3,888.18	410 Drainage Fund
						11,109.00	411 Drainage Construction Fund
						16,923.91	421 Water Fund
						245,446.37	Claims:
						245,446.37	* Transaction Has Mixed Revenue And Expense Accounts

CHECK REGISTER

City Of Stanwood

Time: 10:11:24 Date: 06/30/2021

06/16/2021 To: 06/29/2021

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

() Finance Director () Auditing Officer Wendy Donhom Date: 6-30-21
() Deputy Finance Director

CHECK REGISTER

City Of Stanwood

Time: 10:11:41 Date: 06/30/2021

06/16/2021 To: 06/29/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2700	06/23/2021	Payroll	3	EFT		3,000.00	June 2021 Draw
2701	06/23/2021	Payroll	3	EFT		1,400.00	June 2021 Draw
2702	06/23/2021	Payroll	3	EFT		1,000.00	June 2021 Draw
2703	06/23/2021	Payroll	3	EFT		1,700.00	June 2021 Draw
2704	06/23/2021	Payroll	3	EFT		2,700.00	June 2021 Draw
2705	06/23/2021	Payroll	3	EFT		2,000.00	June 2021 Draw
2706	06/23/2021	Payroll	3	EFT		1,000.00	June 2021 Draw
2707	06/23/2021	Payroll	3	EFT		1,850.00	June 2021 Draw
2708	06/23/2021	Payroll	3	EFT		3,500.00	June 2021 Draw
2709	06/23/2021	Payroll	3	EFT		1,750.00	June 2021 Draw
2710	06/23/2021	Payroll	3	EFT		1,600.00	June 2021 Draw
2711	06/23/2021	Payroll	3	EFT		1,000.00	June 2021 Draw
2712	06/23/2021	Payroll	3	EFT		2,000.00	June 2021 Draw
2713	06/23/2021	Payroll	3	EFT		2,000.00	June 2021 Draw
2714	06/23/2021	Payroll	3	EFT		800.00	June 2021 Draw
2715	06/23/2021	Payroll	3	EFT		1,000.00	June 2021 Draw
2716	06/23/2021	Payroll	3	EFT		2,000.00	June 2021 Draw
2717	06/23/2021	Payroll	3	EFT		1,200.00	June 2021 Draw
2718	06/23/2021	Payroll	3	EFT		500.00	June 2021 Draw
2719	06/23/2021	Payroll	3	EFT		3,450.00	June 2021 Draw
2720	06/23/2021	Payroll	3	EFT		1,500.00	June 2021 Draw
2721	06/23/2021	Payroll	3	EFT		1,000.00	June 2021 Draw

001 General Fund

37,950.00

37,950.00 Payroll:

37,950.00

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

() Finance Director () Auditing Officer Wendy Dorkamer Date: 6-30-21
() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b

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.

1. Call to Order

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

2. Roll Call

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

Also present: Public Works Director Kevin Hushagen, City Engineer/Capital Projects Manager Shawn Smith, Fire Chief John Cermak, Police Chief Rob Martin, 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, second by Councilmember Roberts to approve the agenda as amended. Motion carried unanimously.

4. Citizen Comments

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

The City received one request for verbal comment-

Tim Schmidt – 27308 101st Ave- Topic: Fireworks

5. Staff Reports

a. Police Compstat Report – May 2021

6. Committee Reports

- a. Public Works Committee Meeting Minutes – June 7, 2021
- b. Public Safety Committee Meeting Minutes – May 27, 2021
- c. Community Development Committee Meeting Minutes - June 10, 2021
- d. Planning Commission Meeting Minutes – April 12, 2021
- e. Planning Commission Meeting Minutes – May 10, 2021

7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve June 24, 2021 Regular City Council Meeting Minutes
- c. Appointment of New Planning Commissioner – Eric Warnat

Motion by Councilmember Pearce, Second by Councilmember Williams, to approve the Consent Agenda.

Motion carried unanimously.

8. New Business

- a. Appointment of New Planning Commissioner – Eric Warnat

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

Motion by Councilmember Roberts, Second by Councilmember Shepro, to appoint Eric Warnat to the Stanwood Planning Commission, Position One (1) for a term ending December 31. 2022.

Motion carried unanimously.

- b. Authorize the Mayor to Sign a Change Order with Pellco, Inc. to Replace Viaduct Stairs

Kevin Hushagen explained that this is a request to authorize the Mayor to sign a change order to the Pioneer Highway Sewer Upgrades Phase 2 project, for replacing the stairs between Pioneer Highway and Triangle Drive.

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.

Council discussed the request.

Motion by Councilmember Roberts, Second by Councilmember Shepro, to Authorize the Mayor to sign a change order with Pellco, Inc. for the viaduct stair reconstruction, not to exceed \$58,840.04.

Motion carried unanimously.

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

10. Reports of Officers and Committees

a. Mayor's Report –

Mayor Callaghan wanted to remind the Council that if you are going to be absent to please let us know. Summer is busy for people and things come up. Letting us know ahead of time allow us time to make sure to have a quorum if needed.

b. City Administrator's Report-

Jennifer Ferguson said that the State reopening plan is for June 30. The City has not received guidance yet in regards to in-person meetings. Once that guidance is received, we will let everyone know what the plan is. There is a vacancy on the PTAC Committee. The City is accepting applications online via the City Website. This position will need to be filled by a city resident as the other at large seats are filled.

The legislative tour is tomorrow, June 25. There will be a ribbon cutting to celebrate opening the first part of the Port Susan Trail & Flood Berm. There is a SR 532 survey on the website in the news carousel at the bottom of the front page. The city is looking for feedback on the projects and everyone is encouraged to participate.

Reminder that the Stanwood Farmers Market is tomorrow. The Stanwood Art Studio Tour is also this weekend along with a concert on Saturday by the Davanos.

Reminder – fireworks are allowed in the city at certain times.

Chief Martin gave an overview of the fireworks allowed dates and times as well as legal vs illegal fireworks.

There will not be a 4th of July Parade this year.

c. Councilmember Reports and Questions-

Councilmember White wanted to weigh in about the fireworks. Several years ago the City looked into doing a community fireworks show. The idea didn't move forward as the cost was \$18,000 for a fifteen minute display. Also the location was at Heritage Park. At this time the park is not set up for something like this.

Councilmember Roberts shared an experience that he had with a noise issue in his neighborhood. He would like staff to review this part of the Stanwood Code and update it as well as update the fees. This is Ordinance 909.

Councilmember Shepro asked for more information about the consent item 7c. The Grant is asking for matching funds. He wanted to know where match funds were coming from.

Patricia Love responded letting the group know that the matching funds are partly from grants but also previously budgeted funds.

Councilmember Shepro wanted to thank everyone that is running for Council / Mayor in this years election. Congratulations to Sid Roberts who will be the new Mayor.

11. Adjourn

The meeting was adjourned at 7:20 pm.

CITY OF STANWOOD

ATTEST:

Elizabeth Callaghan, Mayor

Sara Robinson, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: July 8, 2021

SUBJECT: Final Acceptance of the 276th St. Overlay and ADA Improvements – Reece Construction Contract.

CONTACT PERSON: Kevin Hushagen, City Engineer

ATTACHMENTS: A – Final Pay Request

PURPOSE

The purpose of this agenda item is the final acceptance of the 276th St. Overlay and ADA Improvement project to allow for the start of the warranty and retainage release period.

RECOMMENDATION

Authorize the Mayor to approve final acceptance of the 276th St. Overlay and ADA Improvement project.

BACKGROUND

At the April 2, 2021 meeting, Council approved the Mayor to sign a contract with Reece Construction to complete this project in the amount of \$240,218.75. The project is now complete, and Reece Construction is seeking final acceptance. They completed the project under budget, for a total of \$212,646.27.

This project is partially funded with a grant by the Washington State Transportation Improvement Board (TIB). The grant was based on the total cost including design, construction, and inspection. The design came in under budget also. The approved contract was for \$43,885.00 and the total spent was \$34,443.61. City staff performed the inspection. The total contracted amount for the project (design and construction) was \$319,104. The actual total came in at \$247,090.

ANALYSIS

Fiscal Impact			
\$247,090			
Fund(s):	Street Construction 594 38 63 02		
Amount:	\$247,090	Project Estimate:	\$344,500
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends authorizing the Mayor to approve final acceptance of the 276th St. Overlay and ADA Improvement Project.

Committee/Board Recommendation:

Public Works Committee has not had a chance to review this.

COUNCIL OPTIONS

- 1.) Authorize the Mayor to approve the final acceptance of the 276th St. Overlay and ADA Improvement Project.
- 2.) Send to the Public Works Committee for discussion.

RECOMMENDED MOTION

MOTION TO AUTHORIZE THE MAYOR TO APPROVE THE FINAL ACCEPTANCE OF THE 276TH STREET OVERLAY AND ADA IMPROVEMENT PROJECT.



PO BOX 1531 • Marysville, WA 98270
PHONE 360-659-9600 • FAX 360-659-9633

INVOICE

INVOICE NO.

500-001

**BILL
TO**

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

JOB 276th Street NW and Woodland Rd Overlay
and ADA Ramps

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAGE
CITY			Net 15		1
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
PROGRESS	1	Progress Payment Pay Est # 001	\$212,646.27	\$212,646.27	
			SALE AMOUNT	\$212,646.27	
			RETENTION	-\$10,632.31	
			SALES TAX		
			TOTAL	\$202,013.96	



ITEM NO.	DESCRIPTION	QTY	UNITS	PRICE SCHEDULE		PREVIOUSLY APPROVED		THIS PERIOD		TOTAL TO DATE		REMARKS
				Unit Price	Total Price	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
Base Bid												
A-1	UNEXPECTED SITE CHANGES	1	EST	\$ 10,000.00	\$ 10,000.00	\$ -	-	0.48	\$ 4,834.45	0.48	\$ 4,834.45	
A-2	ROADWAY SURVEYING	1	LS	\$ 7,200.00	\$ 7,200.00	\$ -	-	1.00	\$ 7,200.00	1.00	\$ 7,200.00	
A-3	SPCC PLAN	1	LS	\$ 800.00	\$ 800.00	\$ -	-	1.00	\$ 800.00	1.00	\$ 800.00	
A-4	MOBILIZATION	1	LS	\$ 29,000.00	\$ 29,000.00	\$ -	-	1.00	\$ 29,000.00	1.00	\$ 29,000.00	
A-5	PEDESTRIAN TRAFFIC CONTROL	1	LS	\$ 1,400.00	\$ 1,400.00	\$ -	-	1.00	\$ 1,400.00	1.00	\$ 1,400.00	
A-6	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 19,500.00	\$ 19,500.00	\$ -	-	1.00	\$ 19,500.00	1.00	\$ 19,500.00	
A-7	CLEARING AND GRUBBING	0.1	AC	\$ 3,500.00	\$ 350.00	\$ -	-	0.10	\$ 350.00	0.10	\$ 350.00	
A-8	SAW CUTTING	870	LF	\$ 1.25	\$ 1,087.50	\$ -	-	108.00	\$ 135.00	108.00	\$ 135.00	
A-9	REMOVING CEMENT CONC. SIDEWALK	150	SY	\$ 28.00	\$ 4,200.00	\$ -	-	150.00	\$ 4,200.00	150.00	\$ 4,200.00	
A-10	REMOVING CEMENT CONC. CURB AND GUTTER	165	LF	\$ 16.00	\$ 2,640.00	\$ -	-	194.50	\$ 3,112.00	194.50	\$ 3,112.00	
A-11	ROADWAY EXCAVATION INCL. HAUL	120	CY	\$ 5.00	\$ 600.00	\$ -	-	-	\$ -	-	\$ -	
A-12	CRUSHED SURFACING TOP COARSE	160	TON	\$ 27.00	\$ 4,320.00	\$ -	-	16.25	\$ 438.75	16.25	\$ 438.75	
A-13	PLANING BITUMINOUS PAVEMENT	6470	SY	\$ 2.00	\$ 12,940.00	\$ -	-	6,545.00	\$ 13,090.00	6,545.00	\$ 13,090.00	
A-14	HMA CL. 1/2" PG 58-22	960	TON	\$ 87.00	\$ 83,520.00	\$ -	-	829.81	\$ 72,193.47	829.81	\$ 72,193.47	
A-15	ADJUST UTILITY STRUCTURE	6	EA	\$ 500.00	\$ 3,000.00	\$ -	-	6.00	\$ 3,000.00	6.00	\$ 3,000.00	
A-16	ADJUST WATER VALVE BOX	8	EA	\$ 500.00	\$ 4,000.00	\$ -	-	8.00	\$ 4,000.00	8.00	\$ 4,000.00	
A-17	INLET PROTECTION	9	EA	\$ 150.00	\$ 1,350.00	\$ -	-	9.00	\$ 1,350.00	9.00	\$ 1,350.00	
A-18	EROSION/WATER POLLUTION CONTROL	1	EST	\$ 2,000.00	\$ 2,000.00	\$ -	-	\$ -	\$ -	-	\$ -	
A-19	PROPERTY RESTORATION	1	EST	\$ 2,500.00	\$ 2,500.00	\$ -	-	\$ -	\$ -	-	\$ -	
A-20	TOPSOIL, TYPE A	10	CY	\$ 200.00	\$ 2,000.00	\$ -	-	10.00	\$ 2,000.00	10.00	\$ 2,000.00	
A-21	SEEDED LAWN INSTALLATION	150	SF	\$ 1.25	\$ 187.50	\$ -	-	150.00	\$ 187.50	150.00	\$ 187.50	
A-22	CEMENT CONC. TRAFFIC CURB AND GUTTER	175	LF	\$ 32.00	\$ 5,600.00	\$ -	-	197.00	\$ 6,304.00	197.00	\$ 6,304.00	
A-23	CEMENT CONC. PEDESTRIAN CURB	175	LF	\$ 29.00	\$ 5,075.00	\$ -	-	177.00	\$ 5,133.00	177.00	\$ 5,133.00	
A-24	RAISED PAVEMENT MARKER TYPE 2B	1	HUND	\$ 461.00	\$ 461.00	\$ -	-	1.00	\$ 461.00	1.00	\$ 461.00	
A-25	CEMENT CONC. SIDEWALK	45	SY	\$ 75.00	\$ 3,375.00	\$ -	-	42.00	\$ 3,150.00	42.00	\$ 3,150.00	
A-26	CEMENT CONC. CURB RAMP TYPE PARALLEL A	10	SY	\$ 160.00	\$ 1,600.00	\$ -	-	9.00	\$ 1,440.00	9.00	\$ 1,440.00	
A-27	CEMENT CONS. CURB RAMP TYPE COMBINATION	80	SY	\$ 200.00	\$ 16,000.00	\$ -	-	85.00	\$ 17,000.00	85.00	\$ 17,000.00	
A-28	DETECTABLE WARNING SURFACE	110	SF	\$ 29.00	\$ 3,190.00	\$ -	-	104.00	\$ 3,016.00	104.00	\$ 3,016.00	
A-29	PERMANENT SIGNING	1	LS	\$ 1,700.00	\$ 1,700.00	\$ -	-	1.00	\$ 1,700.00	1.00	\$ 1,700.00	
A-30	PAINT LINE	6060	LF	\$ 0.60	\$ 3,636.00	\$ -	-	4,261.00	\$ 2,556.60	4,261.00	\$ 2,556.60	
A-31	PLASTIC STOP LINE	65	LF	\$ 11.25	\$ 731.25	\$ -	-	66.00	\$ 742.50	66.00	\$ 742.50	
A-32	PLASTIC CROSSWALK LINE	575	SF	\$ 8.50	\$ 4,887.50	\$ -	-	512.00	\$ 4,352.00	512.00	\$ 4,352.00	
A-33	TEMPORARY PAVEMNET MARKING - SHORT DURAT	1710	LF	\$ 0.80	\$ 1,368.00	\$ -	-	\$ -	\$ -	-	\$ -	
Subtotal Base Bid					\$ 240,218.75	\$ -	-	\$ 212,646.27		\$ 212,646.27		
Sales Tax					\$ -	\$ -	-	\$ -		\$ -		
Total Base Bid w/Sales Tax					\$ 240,218.75	\$ -	-	\$ 212,646.27		\$ 212,646.27		
Retainage				5%	\$12,010.94	\$ -	-	\$10,632.31		\$10,632.31		
Net Owed					\$228,207.81	\$ -	-	\$202,013.96		\$202,013.96		



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: July 8, 2021

SUBJECT: Adopt Resolution 2021-05 Authorizing the City Administrator to Make Declarations of Official Intent – Reimbursement Resolution

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A - Resolution 2021-05

PURPOSE

The issue before Council is to consider authorizing the City Administrator to make declarations of official intent on behalf of the City to reimburse capital expenditures from future borrowings

BACKGROUND

The City issues tax-exempt, tax-advantaged and other obligations (“bonds”) from time to time for the purpose of financing its governmental activities. The City makes capital expenditures from time to time from money that is available but that is not (and is not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside for those expenditures, and the City reasonably expects to be reimbursed for those expenditures from proceeds of bonds issued or incurred to finance those expenditures. United States Treasury Regulations Section 1.150-2 relating to the reimbursement of prior expenditures from proceeds of bonds requires, among other things, that not later than 60 days after payment of the original expenditure the City (or any person designated by the City to do so on its behalf) declare a reasonable official intent to reimburse those original expenditures from proceeds of bonds (“official intent”).

ANALYSIS

Reimbursement of capital expenditures from bond proceeds is necessary otherwise the City would need to find an alternative source of revenues to cover the cost of these capital investments. Bond Counsel has reviewed the resolution and approves as to form.

Fiscal Impact			
Fund(s):			
Amount:		Project Estimate:	-
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends passing Resolution 2021-05

Committee/Board Recommendation: NA

CITY COUNCIL OPTIONS

1. Council may pass Resolution 2021-05, authorizing the City Administrator to make declarations of official intent on behalf of the City.
2. Do not approve Resolution 2021-05, authorizing the City Administrator to make declarations of official intent on behalf of the City and determine sources for funding utility improvement projects.

PROPOSED MOTION

MOTION TO PASS RESOLUTON 2021-05, AUTHORIZING THE CITY ADMINISTRATOR TO MAKE DECLARATIONS OF OFFICIAL INTENT ON BEHALF OF THE CITY TO REIMBURSE CAPITAL EXPENDITURES FROM FUTURE BORROWINGS.

**RESOLUTION NO. 2021-05
CITY OF STANWOOD, WASHINGTON**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
MAKE DECLARATIONS OF OFFICIAL INTENT ON BEHALF OF THE
CITY TO REIMBURSE CAPITAL EXPENDITURES FROM FUTURE
BORROWINGS.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD,
WASHINGTON, as follows:**

Section 1. Findings and Determinations. The City Council (the “City Council”) of the City of Stanwood, Washington (the “City”), takes note of the following facts and makes the following findings and determinations:

(a) The City issues tax-exempt, tax-advantaged and other obligations (“bonds”) from time to time for the purpose of financing its governmental activities. The City makes capital expenditures from time to time from money that is available but that is not (and is not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside for those expenditures, and the City reasonably expects to be reimbursed for those expenditures from proceeds of bonds issued or incurred to finance those expenditures.

(b) United States Treasury Regulations Section 1.150-2 relating to the reimbursement of prior expenditures from proceeds of bonds requires, among other things, that not later than 60 days after payment of the original expenditure the City (or any person designated by the City to do so on its behalf) declare a reasonable official intent to reimburse those original expenditures from proceeds of bonds (“official intent”).

(c) The City desires to appoint the City Administrator (the “City Administrator”) of the City as a person authorized and designated to declare official intent on behalf of the City.

Section 2. Appointment of City Administrator. The City Council designates and appoints the City Administrator as a responsible official for the purpose of issuing statements of official intent in compliance with United States Treasury Regulations Section 1.150-2.

Section 3. Statements of Official Intent. Upon a determination by the City Administrator that the costs of a particular governmental project, property or program may be reimbursed from the proceeds of bonds, the City Administrator is authorized and directed to execute a certificate of official intent, substantially in the form attached as Exhibit A with a copy to bond counsel and the Mayor. Each certificate so executed is a part of the official records of the City available for public inspection and review.

Section 4. Ratification and Confirmation. All actions of the City or its officers taken prior to the effective date and consistent with the terms of this resolution are ratified and confirmed.

Section 5. Effective Date. This resolution is effective immediately upon its approval and adoption.

ATTACHMENT A

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Stanwood, Washington, and executed by its Mayor this 8th day of July, 2021.

BY _____
Elizabeth Callaghan, Mayor

ATTEST:

BY _____
Sara Robinson, City Clerk

APPROVED AS TO FORM:

BY _____
Special Bond Counsel

EXHIBIT A

FORM OF OFFICIAL INTENT CERTIFICATE

Under Resolution No. 2021-xx of the City Council of the City of Stanwood, Washington (the “City”), I, the undersigned, make the following declaration on behalf of the City.

Section 1. Responsible Official. I am the duly appointed, qualified and appointed City Administrator of the City and, as such, have been designated by the City to make declarations of official intent on behalf of the City when necessary or appropriate for any purpose under, and in compliance with, the requirements of United States Treasury Regulations Section 1.150-2 relating to the use of proceeds of tax-exempt, tax-advantaged and other obligations (“bonds”) to reimburse the City for capital expenditures (and certain extraordinary working capital expenditures) made by the City before the issue date of the bonds.

Section 2. Description of Project for Which Expenditures are to be Made. The City intends to make (and/or, not more than 60 days before the date of this declaration, has made) expenditures, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, for the following project, property or program (“project”):

[Insert general functional description of the project or, alternatively, identify the name and functional purpose of the fund or account from which the expenditures will be made.]

Section 3. Maximum Principal Amount of Bonds Expected to be Issued for the Project. The City expects that the maximum principal amount of bonds that will be issued to finance the project is \$_____.

Section 4. Declaration Reasonable. I have reviewed the existing and reasonably foreseeable budgetary and financial circumstances of the City and have determined that the City reasonably expects to reimburse itself for expenditures for the project from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for those expenditures on the project.

Section 5. Limitations on Uses of Reimbursement Amounts. The City will not, within one year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the project in any manner that results in those amounts being treated as replacement proceeds of any tax-exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund, or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or

ATTACHMENT A

interest on tax-exempt bonds. The City will not use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

Dated: _____

CITY OF STANWOOD, WASHINGTON

Jennifer Ferguson, City Administrator



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: July 8, 2021

SUBJECT: Snohomish County GIS and Imaging Support Services

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A - Snohomish County Interlocal Agreement and Supplemental Work Order

PURPOSE

The purpose of this agenda item is for Council consideration of an amendment to the existing Snohomish County Information Technology (IT) contract to add Geographic Information System (GIS) mapping and regional aerial imagery services to the city's overall contracted services with the County.

BACKGROUND

In 2020 Snohomish County contracted with Pictometry International Corporation to prepare aerial imagery of the entire County. The County then reached out to all of the Cities to gauge their interest in participating in the project. Stanwood agreed to participate and included funds in the 2021 / 2022 Biennial Budget to cover the costs of the imagery and GIS services. The attached ILA amendment amends the City's existing agreement to add GIS and aerial imagery to the list of services provided to the City by Snohomish County.

ANALYSIS

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 to add the additional services to our existing IT contract.

In addition to obtaining aerial imagery, the contract amendment includes an hourly rate for GIS services to help the City with map preparation. This portion of the contract is an

on-demand service as requested by the City and is charged as needed. Examples of mapping projects could include comprehensive or zoning map amendments, utility maps, or capital project maps.

The City Attorney has reviewed the contract amendments and found the terms acceptable.

Fiscal Impact			
The Community Development Department's 2021 budget includes \$110,500 for professional services. Of that amount, \$3,500 was assigned to the aerial imagery project and \$25,000 for GIS services. The aerial imagery came in slightly lower than anticipated at \$2,362.50; the entire ILA amendment falls within the approved budget amount.			
Fund(s):	558.60.41.00		
Amount:	\$28,500	Project Estimate:	\$27,362.50 -
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

GIS mapping is an importation tool for Cities to analyze long range planning scenarios, manage and track infrastructure maintenance, and graphically display information to the public. Having an accurate base map with updated aerial imagery is essential. Contracting these services with the County is an economical way for the city to have access to GIS services without having to hire additional staff.

Committee/Board Recommendation:

The City Council approved the 2021 / 2022 Biennial Budget which included funds for the aerial imagery project and GIS support services in the Community Development Departments professional services line item (page 19). The Community Development Committee was briefed on the ILA contract amendment at their June meeting as was supportive for moving forward with the amendment.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Interlocal Agreement Amendment with Snohomish County as contained in Attachment A to add aerial imagery and GIS services to the existing agreement with Snohomish County for IT services.
2. Direct staff to make changes to the ILA as drafted.

3. Reject the proposed ILA Amendment and delay implementation of the aerial imagery and GIS project.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT AMENDMENT WITH SNOHOMISH COUNTY AS CONTAINED IN ATTACHMENT A TO ADD AERIAL IMAGERY AND GIS SERVICES TO THE EXISTING AGREEMENT WITH SNOHOMISH COUNTY FOR GIS SERVICES.

**AMENDMENT 1 TO THE INTERLOCAL AGREEMENT FOR INFORMATION
TECHNOLOGY SERVICES BETWEEN THE CITY OF STANWOOD AND
SNOHOMISH COUNTY**

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE CITY OF STANWOOD AND SNOHOMISH COUNTY (“Amendment 1”) is entered into as of the 1st day of May, 2021, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Stanwood, a Washington municipal corporation (“Stanwood”).

RECITALS

- A. Whereas, the County and Stanwood entered into that certain agreement executed on December 19, 2018, entitled “Interlocal Agreement for Information Technology Services Between the City of Stanwood and Snohomish County” (the “Agreement”); and
- B. Whereas, the “not to exceed” amount of the Agreement over the five year contract term was stated at Five Hundred Sixty Thousand Dollars (\$560,000.00); and
- C. Whereas, Stanwood service metrics have increased since the Agreement was executed, and Stanwood now desires additional services including Orthoimagery through Snohomish County’s Agreement with EagleView, as defined in Supplemental Work Order SWO-19-2.

AGREEMENT

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

- 1. Exhibit A, SWO-19-2 is added to the Agreement to replace SWO-19-1, attached hereto and incorporated by reference.
- 2. A new Section 2.1. Contract Maximum is added to the Agreement, to read as follows:
 - a. 2.1. Contract Maximum. All Supplemental Work Orders executed under this ILA shall not exceed an aggregate total of \$700,000.00.
- 3. Section 1. Scope of Information Services to be performed by SCDOIT, Section B., subsection 4.) is amended to read as follows:

Exhibit A - Supplemental Work Order (SWO 19-02)

Network, Internet & GIS Support Services

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Technology (the “County” or “SCDOIT”) and the City of Stanwood (“Stanwood”) pursuant to the terms and conditions of that certain Interlocal Agreement (“ILA”) between Stanwood and Snohomish County to Provide Information Services dated as of December 19, 2018. The parties acknowledge that they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ILA. This SWO sets forth the obligations of the parties with respect to SCDOIT’s provision of information services to Stanwood. This SWO also serves as the Service Level Agreement, (See Section 7 Service Levels and Designated Points of Contact and Escalation Points of this SWO) between Stanwood and SCDOIT.

- 1. Purpose:** The purpose of this SWO is for SCDOIT to provide to Stanwood information services as specified in Appendix A.
- 2. Scope of Work:** The specific services covered by this SWO includes the “Primary” items listed in Appendix A – Services Listing and any item directly “associated” with the Primary items after acceptance by SCDOIT.
- 3. Line of Business Application Support.** County does not provide applications support for line of business applications and software. County does support the servers running on-premise applications and the network and internet communications to access the applications. SCDOIT therefore provides initial Service Desk call and analysis (Tier 1) regarding application outages for all applications and systems.

If an issue is determined to be software/application related County will work cooperatively with organizations and vendors who support the applications to address and resolve issues, including providing access to the County computing environment as necessary to troubleshoot and remediate issues.

Stanwood will continue to pay maintenance, support, and licensing directly to the organizations and vendors providing support for all the Stanwood line of business applications. County will require Stanwood to provide a complete list of all vendors and their associated contracts along with any support procedures or authorization codes.

- 4. Term and Termination:** The term of this SWO 19-02 is effective upon May 1, 2021 for the remainder of the Agreement term unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the ILA is terminated, this SWO shall also terminate on the ILA termination date.

5. Prohibited Use of Services:

- a. Stanwood shall not use any Service in a manner that Snohomish County reasonably determines may adversely affect Snohomish County systems, Snohomish County customers, the integrity and operations of Snohomish County's business, or Snohomish County's ability to provide services to Snohomish County customers.
- b. By executing this SWO, Stanwood acknowledges and agrees that Snohomish County may monitor any activity and content associated with the use of the Services. Snohomish County may cooperate with law enforcement agencies in any investigation related to the use of a Snohomish County Service and investigate any complaint or reported violation of law or Snohomish County policy. Snohomish County may take action in response to requests Snohomish County reasonably deems to be legally enforceable. Action may include, but is not limited to, issuing warnings, suspension, or termination of a Service; removal of materials on a Snohomish County-hosted web site; or disclosure of information agencies, such as user contact details, IP addressing and traffic information, usage history, posted content, to law enforcement .

6. Resale of Snohomish County Services: Stanwood shall not resell or provide free of charge any Service to any third party without first entering into a Contract for Service with Snohomish County that permits these activities.

7. Service Levels and Designated Points of Contact and Escalation Points: SCDOIT's designated point of contact for Stanwood to request Support Services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDOIT Service Desk at (425) 388-3378, Monday – Friday, 8:00 a.m. – 5:00 p.m., excluding holidays. Schedule is subject to change by written notice from SCDOIT.

SCDOIT Contacts and Escalation Points:

Service Desk	425-388-3378
Systems and Network Engineering Supervisor	425-388-7171
GIS Supervisor	425-262-2150
Customer & Workstation Supervisor	425-388-3899
Systems Manager	425-388-3998
Deputy Director	425-388-3022
Director	425-388-3739

Stanwood's designated point of contact for SCDOIT to send invoices, problem-solve and otherwise conduct business shall be:

Stanwood Primary Contacts:	Krista Hintz, Assistant to the Administrator / Communications Manager 360-454-5212 Krista.Hintz@stanwoodwa.org
Stanwood Secondary Contacts:	Jennifer Ferguson, City Administrator 360-629-2181 Jennifer.Ferguson@stanwoodwa.org

Service Level Response Table

Response Level	Condition	Response Time	Escalation Path
Emergency Response	Network outage, multi-user outage/ critical event, or when Stanwood is unable to conduct business.	2 hours	SCDOIT's assigned primary response contact will make contact within two (2) hours of receiving notification from either the Help Desk or Management. If contact is not made within 2 hours the call receiver will contact the secondary support contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Priority Problem Response	Network is impaired, Stanwood is still able to conduct business, but no practical workaround exists.	3 Hours	SCDOIT's primary response contact will make contact with Stanwood's designated primary contact. If contact is not made within three (3) hours, the call receiver will contact the designated secondary contact. If still unable to contact, the appropriate supervisor will be contacted. The assigned response contact will schedule network operations access as necessary.
Routine Response	User is inconvenienced, or non-mission-critical application is impaired. Practical workaround exists.	3 Days	SCDOIT's primary response contact will respond to this category of call when all other service requests of higher priority have been answered. Every effort will be made to respond within three (3) business days. This category of call includes but is not limited to: training issues, minor operational issues, and minor system inconveniences.

- 8. Payment for Services:** The County will invoice Stanwood for the Services per Section 4, Compensation, of the Interlocal Agreement (ILA). Stanwood will be billed in full for Services rendered up to and including the date the County receives Stanwood's cancellation or change request.
- 9. Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of the City of Stanwood.
- 10. Pricing and Service Fees:** The pricing and fee schedule for services provided by SCDOIT are outlined in Appendix A of this SWO.
- 11. Rates and Adjustments:** Rates under this SWO shall be updated annually, by the County, with counts and rate cost data mutually negotiated as part of Snohomish County's annual budget and service rate model. As required, the **County**, in conjunction with **Stanwood**, will perform inventories of all equipment, desktop software licenses, and services covered under this **SWO** and the inventories will be adjusted as necessary. The County will invoice Stanwood based on these inventories unless additional equipment or services are added or deleted, in which case cost adjustments may occur.
- 12. Modifications / Changes:** Services may be modified at any time upon mutual written agreement of the parties. Modifications which remain within the ILA Contract Maximum will be made through the issuance of a new SWO, which will take precedence over the original SWO.
- 13. Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.

14. Notices: Notices and other communications between Snohomish County and Stanwood that are required by or specified in the ILA may be delivered by electronic mail. Communications related to the ILA may be directed to Snohomish County Department of Information Technology at: DIS.Admin@snoco.org. Stanwood shall provide Snohomish County with a valid email address to be used by the County for communications for the ILA and shall update that address as needed. The County shall fulfill its obligations under the ILA providing Stanwood with notice at the email address most recently provided to the County by Stanwood for use in providing notices pursuant to the ILA.

15. Responsibilities:

a. SCDOIT Responsibilities:

- i. Provide Stanwood's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide Stanwood one (1) units of rack space and UPS power in SCDOIT's Data Center for an ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and Stanwood's equipment.
- iv. Configure, maintain, provide warranty and repair all County-owned equipment and transports
- v. SCDOIT takes no ownership regarding the repair of Stanwood-owned equipment.
- vi. IT Service Desk (425-388-3378) will serve as initial point of contact for suspected problems or to request Data Center access.
 1. In the event SCDOIT determines a request for assistance is outside the scope of this SWO, SCDOIT will work with the Stanwood to develop and recommend approaches to meet Stanwood requirements.
- vii. SCDOIT will provide escorted access to the Network Operations Center (NOC) between the hours of 8:00 am and 5:00 pm PST, Monday through Friday, excluding holidays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional \$200.00 per-incident will be charged as a flat fee for each after-hours incident management/access and response in excess of 12 hours. Contact 425-388-3378 for access to the facility.
- viii. Upon completion of the 2020, 2022 and 2024 EagleView regional aerial imagery acquisition projects and receipt of imagery by County, County will provide Stanwood with orthogonal imagery for Stanwood's identified area of interest, which includes aerial imagery within the Stanwood city limits and additional surrounding area. County will deliver Orthogonal imagery tiles via a hard drive or FTP. County will also provide to Stanwood up to ten (10) EagleView CONNECTExplorer accounts based on staff names and emails provided by the City. In order to obtain the CONNECTExplorer accounts and the orthogonal imagery, Stanwood shall execute an Authorized Subdivision Agreement with EagleView in substantially the same form as Appendix B to Exhibit A, and submit the Subdivision Agreement to the County for processing. County will assign and activate the CONNECTExplorer accounts for Stanwood and provide orthogonal imagery upon receipt of a fully executed Authorized Subdivision Agreement between the City and EagleView.

- ix. Provide on-call GIS services to Stanwood, which may include the following:
 - 1. Conversion of map information provided by Stanwood in digital formats into GIS data in the version of Environmental Systems Research Institute (Esri) map software currently used by the County.
 - 2. As applicable under the scope of this Agreement, maintain and update map data provided by Stanwood to the County.
 - 3. Maintain and update GIS data covering the incorporated and unincorporated portions of the Stanwood Urban Growth Area, and other areas of interest within the county as designated by Stanwood.
 - 4. Produce custom maps as requested by Stanwood covering all or portions of the City of Stanwood, the Stanwood Urban Growth Area, and other areas of interest within the county as designated by the Stanwood. The maps shall be prepared in a format approved by Stanwood showing the Stanwood logo and conforming to Stanwood standards to the extent that those standards can be achieved using the Esri map software. The maps shall indicate that they are prepared by Snohomish County under contract with the City of Stanwood. The maps shall include a disclaimer similar to the disclaimer used on maps produced for Snohomish County, and the disclaimer should be made on behalf of Stanwood and the County. Maps will depict data as requested by Stanwood, including data provided by Stanwood to the County and data that exists and is authorized for public release from the County GIS system. County GIS data that has not been authorized by the County for public release will not be shown on maps provided to Stanwood, unless Stanwood provided the data to the County.
 - 5. The County may provide consultation services relating to the initiation of Stanwood's in-house GIS program.

b. Document and Information Management and Accuracy

- i. The County is not responsible for the accuracy of any maps or data provided by Stanwood. The County will use its best efforts to produce accurate maps and data. Stanwood is responsible for reviewing, approving, and distributing any maps provided to Stanwood under this Agreement. Stanwood shall enjoy full rights of use and ownership of work products provided pursuant to this agreement.

c. Stanwood Responsibilities:

- ii. Provide fiber connectivity between Stanwood and Snohomish County data facilities.
- iii. Provide Ethernet Switching equipment for one (1) units of rack space within County Data Center.
- iv. Provide maintenance of Ethernet Switching equipment.
- v. Configure, maintain, provide warranty and repair of all Stanwood owned equipment and transports.
- vi. Provide to County a fully executed Subdivision Agreement between City of Stanwood and EagleView.
- vii. Stanwood will furnish information, documents or other reasonably available material requested by the County during the performance of this Agreement.

16. Scheduled Maintenance: Each Saturday between 12:00 am and 12:00 pm and Wednesday between 5:30 pm and 12:00 am PST are Snohomish County's regularly scheduled maintenance windows. Regular maintenance is essential to overall network health. If maintenance that will disrupt contracted services is scheduled by Snohomish County, the County will notify Stanwood two (2) business days prior to the scheduled action.

17. SWO Management: Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

Stanwood Primary Contact: Krista Hintz, Assistant to the Administrator /
Communications Manager
City of Stanwood
10220 270 Street NW
Stanwood, WA 98292
360-629-2181

SCDOIT Primary Contact: JD Braathen, Systems and Network Engineering
Supervisor
Snohomish County Dept. of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 388-7171

SCDOIT Primary Contact: Ed Whitford, GIS & Data Supervisor
GIS Support Services
Snohomish County
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201
(425) 262-2150

By their signatures, County and City of Stanwood hereby acknowledge and accept the terms and conditions of this SWO.

Approved

Approved

City of Stanwood

Snohomish County

Signature

Snohomish County Executive

Print or Type Name

Print or Type Name

Title

Date

Title

Date

Appendix A to Exhibit A

SWO City of Stanwood Services List and Summary of Annual Costs

SCDOIT will provide the following Services at the prepaid support rate identified below.

Note: Access during normal business hours will be covered under the Network Equipment Hosting service.

Network Services:

Service	2021 Rates (Annual)	Stanwood Metric	2021 Cost (Annual)	2021 Monthly Rate
Workstation Service	\$1,460 / standard \$1,785 / premium \$2,150 / engineering	15 standard 19 premium 1 engineering	\$21,900.00 \$33,915.00 \$2,150.00	\$1,825.00 \$2,826.25 \$179.17
Desktop Telephone	\$140 / phone number	35 phone numbers	\$4,900.00	\$408.33
Email Only Account	\$95/ email account	19 email accounts	\$1,805.00	\$150.42
Enterprise Technology	\$1,375 / FTE	35 FTE	\$48,125.00	\$4010.42
IT Mandated Services	\$405.16 / FTE (72% discount)	35 FTE	\$14,180.60	\$1,181.72
TOTAL			\$126,975.60	\$10,581.31

Optional Additional GIS Support Services (authorized by project):

Optional additional GIS support will be added to the monthly invoice as incurred

Services	Function	2021/2022 Hourly Rate
GIS Analyst	Direct GIS Support	\$87.00
Senior GIS Analyst	Direct GIS Support	\$95.00

Imagery Sharing – EagleView Regional Aerial Imagery

Annual invoice for imagery sharing will be issued each year in May.

Services	Function and Identification	Qty (sq. miles)	Rate	Product	Per acquisition charge	Annual Charge
Imagery	Imagery Data	13	\$300/ sq.mile	3” AccuPlus	\$3,900	\$1,950
Imagery	Imagery Data	10	\$60/ sq. mile	9” AccuPlus	\$600	\$300
Administrative Fee 5%					\$225	\$112.50
TOTAL					\$4,725	\$2,362.50

2021 Imagery Program Rates	
EagleView (Pictometry) Product	Square Mile Cost
3 Inch AccuPlus	\$300
9 Inch AccuPlus	\$60

Per the **SCDOIT** enterprise service model adopted by Snohomish County for all 2021 central IT services, the definition of the services are as follows:

Workstation Service

Workplace Technology

- Procurement of County-owned workstations and devices
- Configuration of workstations to a standard specification
- Installation and configuration of standard and approved workstation software products and tools
- Administration, configuration and support of standard windows operating environments including Internet browsers
- Remote and onsite maintenance and support of standard workstation and desktop phone equipment
- Administration and support of enterprise productivity and collaboration tools such as email, the MS Office client suite, and the Office 365 online product suite
- Email account provisioning and administration including spam filtering and email encryption
- Administration and management of County user login credentials including Seamless Sign-On (SSO) to cloud based applications
- Provisioning and maintenance of virus and malware protection for a secure workstation computing environment
- Full lifecycle management of standard workstations including scheduled replacement
- Connectivity to County resources and the Internet through County wired and wireless network and remote access solutions

Technical Support

- IT Service Desk support - 8:00 a.m. to 5:00 p.m. PST business days, excluding County holidays
- Network printer/print queue support
- Escalated IT support to Tier 2 / Tier 3 as part of Enterprise Technology, Enterprise Applications, and/or Application Support services

Desktop Telephone

- Delivery and support of Unified Communications infrastructure
- UC features and functions including voicemail, messaging, presence indicators and conferencing (audio and video)
- Support of desktop telephones and equipment
- Local and long distance dialing

Enterprise Infrastructure

Technology Infrastructure and Integrity

- Server infrastructure
- Enterprise network infrastructure
- Cloud services
- ITIL change management process
- System backup and recovery

Platform Services

- Office 365 management
- Cloud services integration
- Cloud services incident response processes

Telephony Infrastructure and Call Tier Administration

- SIP infrastructure maintenance and support
- Long distance service
- E-911 services for emergency responders
- Fax / alarm lines

Enterprise Cybersecurity

- Security infrastructure monitoring, reporting and alerting
- Regulatory compliance (CJIS, HIPAA, PCI)
- Cyber threat incident response planning
- Cyber threat predictive monitoring and analytics

Data Storage

- High speed database storage
- Unstructured data storage (office files/images)
- Data backup services

Networks and Connectivity

- Local Area Network (LAN) (internal network)
- Wide Area Network (WAN) (external network access)
- Wireless 802.11x (public and secured)
- IGN/LGN Access (Inter Government Network/Local Government Network)

Mandated Services Provided

IT Asset and Contract Management

- IT asset and inventory management
- Office 365 license administration
- County-provided technology contract administration
- Technology purchasing support

Technology Planning and Reporting

- Technology planning support
- IT budget reporting

Appendix B to Exhibit A
Authorized Subdivision User Agreement



Authorized Subdivision User Agreement

Authorized Subdivision Information:

Name: _____

Address: _____

Email: _____

Phone: _____

Pictometry Licensed Projects: _____

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation, with offices at 25 Methodist hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above (**"Authorized Subdivision"**)

Whereas, Pictometry and Snohomish County, WA (the "County") entered into an agreement dated _____ (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products, pursuant to the County Agreement.

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access to and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid

certified or registered United States Mail, return receipt requested. Notice shall be deemed given when actually received or when delivered is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Signature: _____
Name: _____
Title: _____
Date: _____

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____