

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, December 09, 2021



AGENDA CITY COUNCIL REGULAR MEETING

Thursday, December 9, 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. **PRESENTATION**
Washington State Auditor's Exit Conference
6. **COMMITTEE REPORTS**
 - a. Planning Commission Meeting Minutes – October 11, 2021 6-1
 - b. Community Development Committee Meeting Minutes – November 18, 2021 6-4
 - c. Public Safety Committee Meeting Minutes – November 22, 2021 6-7
 - d. Economic Development Board Meeting Minutes – October 15, 2021 6-10
 - e. Parks & Trails Advisory Committee Meeting Minutes – October 18, 2021 6-13
7. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks 7-1
 - b. Approve November 22, 2021, Regular City Council Meeting Minutes 7-4
 - c. Parks and Trails Advisory Committee Appointments 7-11
 - d. Economic Development Board Appointments 7-16
 - e. Acceptance of Housing Action Plan Grant for Department of Commerce and Blueline Contract 7-18
8. **OLD BUSINESS**
 - a. Resolution 2021-15 - Sebranke Property Acquisition 8-1
9. **NEW BUSINESS**
 - a. Memorandum of Understanding with Stanwood Camano Arts Advocacy Commission 9-1
 - b. City Beautification – Year in Review and Banner Program 9-26
 - c. North County Fire ILA Update 9-43
 - d. Fee Resolution Update 9-68
 - e. Community Transit Board Representative 9-102
 - f. Washington State Transportation Board (TIB) Overlay Grant Authorization 9-121
10. **CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
11. **REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
12. **ADJOURN**



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: December 9, 2021

SUBJECT: Planning Commission Meeting Minutes Patricia

CONTACT PERSON: Love, Community Development Director

ATTACHMENTS: A – October 11, 2021, Meeting Minutes

SUMMARY STATEMENT

Minutes from the October 11, 2021 Planning Commission Meeting are attached to this staff report for approval as presented



Planning Commission
Meeting Minutes
October 11, 2021

Call to Order 6:30 pm

Roll Call

Present: Cody Davis
Larry Sather
Eric Warnat
Patrick Hosterman
Marcus Metz
Monea Birkhofer
Justin Burns
Eric Warnat

Staff Present: Patricia Love
Sara Robinson
Tansy Schroeder

Also known to be present: Tim Schmitt

Public Requests and Comments: N/A

Approval of Minutes:

The Minutes of September 27, 2021 were approved as written.

New Business:

Park Impact Fee Code Amendment

Community Development Director, Patricia Love explained that one of the City's 2019 / 2020 work items was to review and update the city's park impact fees. The Planning Commission spent much of 2019 reviewing the current park impact fee code and deliberating on how best to update the code and fee structure while balancing the cost of new park construction against the impact on homeownership. In early 2020, the Commission had completed their review of the code amendment and associated park impact fee methodology. A public hearing was scheduled for March 9, 2020. This hearing was canceled due to the state shut down related to the first wave of Covid-19 hitting the state of Washington. On the advice of our attorney, no public hearings were scheduled during 2020 except for those mandated by law. By the time virtual public hearings were authorized, the Planning Commission was deep into the review of the 2021 Comprehensive Plan Amendments and the permit review process update. The park impact fee code amendment was put on hold. With the completion of the permit review process and permitted use matrix code amendment completed by the Planning Commission, the park impact fee code amendment is being brought back to the Planning Commission for review. Since the Planning Commission last worked on the park impact ordinance, several new people have been appointed to the Commission. This conversation is to refresh the Commission on work completed in 2019 / 2020 and introduce the topic to the new Commissioners.

Love explained the current park impact fee code and the next steps. Review City Formula; Review City Projects, Costs, and Proportional Share; Determine if Changes are Needed; If Changes are Recommended: Update Ordinance, SEPA, Public Notice.

Old Business:

N/A

Miscellaneous Business:



Planning Commission Meeting Minutes October 11, 2021

The November 08 meeting will be held November 15 due to the Monday City Council meeting date conflict.

Recent Council Action on Commission Items:

The first reading and Public Hearing of the Permit Matrix update will be conducted at City Council on October 28 with the second reading on November 08.

Upcoming Items:

2022 Workplan

Year in Review – Elect new Officers

Public Hearing for Parking Fee Ordinance

A motion to adjourn was made by Larry Sather and seconded by Eric Warnat.

Adjourn: 8:03 pm

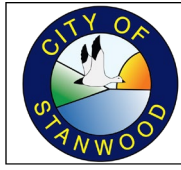


**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b
DATE: December 9, 2021
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – November 18, 2021, Meeting Minutes

SUMMARY STATEMENT:

Minutes from the November 18, 2021 Community Development Committee Meeting are attached to this staff report for approval as presented.



Community Development Committee Meeting Minutes November 18, 2021

Call to Order 6:07 pm

Councilmembers Present: Tim Pearce, Judy Williams, Steve Shepro

Staff Present: Patricia Love, Audrey Rotrock, Krista Hintz

Absent: Sid Roberts

Park Impact Fee Code Amendment

One of the City's 2019 / 2020 work items was to review and update the city's park impact fees.

Proposed Amendment Include:

- **Traffic:** Revised SMC Chapter 17.151; removes references to park and fire impact fees; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
- **Parks:** New SMC Chapter 17.152; adopts a new chapter of the municipal code specific code park impact fees; removes specific construction cost and person per household hold figures from the formula; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
- **Fire:** New SMC Chapter 17.154; deletes all reference to the fee and formula and provides that if the fire authority requests that the city adopt a fee that the formula be developed and an amendment to the code be adopted. This change reflects recent vote by city residents to annex into the North County Regional Fire Authority.
- **Park Impact Fee:** The Park Impact Fee has been updated by applying the park impact fee formula to the 2022-2027 Park Capital Improvement Project list and updating the "persons per household" figure as provided by the Washington State Office of Financial Management.

No changes are proposed to the School Impact Fee, Chapter 17.153 – Impact Fees – School Facilities.

Stanwood Municipal Code Chapter 17.151.090 contains the impact fee formula for parks. This fee is applied to all new residential development permits in the city: both single family residential and multi-family residential.

Committee discussed and support updating the Park Impact Fee Code Amendment

North County Fire ILA Amendment

The City of Stanwood annexed into the North County Regional Fire Authority by a vote of its residents on January 1, 2019. As part of that annexation the City and North County Regional Fire Authority entered into an Interlocal Agreement (ILA) addressing the continuation of fire services and cost of those services. The original ILA scope of services and payment schedule was drafted based on educated guesses applying past history and anticipated need. Two years have passed with both the City and the Fire Authority jointly working under the umbrella of the ILA, and staff from both are agencies recommend that the ILA be updated to reflect additional service needs and to accurately reflect the cost of those services.

Committee discussed and support updating the ILA to reflect additional service needs and costs of those services. Committee agreed to bring this to Council at December 9 meeting.

Fee Resolution Update

Every few years the City of Stanwood updates its fee resolution to keep up with changing costs and circumstances. The proposed changes were detailed in the packet and discussed by the Committee.

Committee is appreciative of the work done on this and supports the changes.

Housing Action Plan Grant

In October the City applied for a \$75,000 grant from the Washington State Department of Commerce to fund the development of a Housing Needs Assessment and Housing Action Plan for the city which will then be used to update the housing element of our Comprehensive Plan. The grant will be used to kickstart the 2024 Comprehensive Plan update by allowing us to conduct a housing needs assessment, that is now required to be a more detailed component of the Housing Element under HB 1220. The funds will help alleviate some of the financial commitments and city staff time the comprehensive plan update requires.

The second component of the grant is to prepare a housing action plan that will evaluate options to encourage affordable housing in Stanwood with the intent of striking a balance between maintaining community character and preserving the existing housing stock, while adhering to the requirements of the Growth Management Act. Creating a housing action plan will help us complete a thorough assessment of the city's housing needs, encourage affordable and market-rate housing development within the city, and retain existing affordable housing to minimize displacement. City staff received news that we were awarded the full \$75,000 grant request. The Department of Commerce is currently preparing the grant award documents and staff is requesting to put the grant and associated consultant contract on the December 9th Council meeting for acceptance.

Committee discussed and are supportive of moving the Housing Action Plan Grant to the December 9th City Council agenda for acceptance.

Stanwood Camano Arts Advocacy Commission Memorandum of Understanding

The city has been working with the Stanwood Camano Arts Advocacy Commission (SCAAC) on a memorandum of understanding to create a partnership for support implementing the arts component of the City Beautification Action Plan. Staff presented a flow chart outlining the responsibilities of the city and SCAAC. Committee reviewed the proposed Memorandum of Understanding and supports moving this forward to the City Council. The MOU has been approved by attorney and is ready to move forward.

Meeting adjourned at: 7:04 pm



City of Stanwood
Council Agenda Staff Report
December 9, 2021

ITEM NUMBER: 6c
DATE: December 9, 2021
SUBJECT: Public Safety Committee Meeting Minutes
CONTACT PERSON: Rob Martin, Police Chief
ATTACHMENTS: A – November 22, 2021, Meeting Minutes

SUMMARY STATEMENT: Minutes from the November 22, 2021, Public Safety Committee Meeting are attached to this staff report for approval as presented

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

November 22, 2021

LOCATION:

The Public Safety Committee meeting was held via ZOOM meeting.

ATTENDANCE:

- City Councilmember – Steve Shepro
- City Councilmember – Darren Robb
- City Councilmember – Dianne White
- Interim City Administrator- Shawn Smith
- Stanwood Police – Chief Rob Martin
- North County Regional Fire – Chief John Cermak
- Communications Manager- Krista Hintz

AGENDA:

1. North County Regional Fire Authority Interlocal Agreement Amendment
2. Proposed 2022 Police CompStat Report Update

CALLED TO ORDER:

Meeting called to order at 5:06 PM

DISCUSSION:

- Chief Cermak presented North County Regional fire authority interlocal agreement for fire protection. There are 372 businesses that North County Fire is doing fire inspections for. They have a 3.03 WSRB rating, if they can get it under a 3, they can lower insurance costs. North County fire has made a lot of progress, in 2014 they were at a WSRB rating of 6. Chief Cermak opened the meeting up for questions. Dianne White asked if the City and North County Fire are currently looking for a Building Official/Fire Marshal? Shawn Smith Interim City Administrator said yes, the has already started advertising for the position of Building Official in hopes of getting the position filled and be able to have the new employee trained for at least a couple months before the current Building Official retires. The city would not be advertising for Fire Marshal that is a NCRFA position. Council Member Steve Shepro asked if the contract is renegotiated every 2 years? Cermak answered No, only thing that must be renegotiated is when there is a change to the collective bargaining agreement or change in employment. Steve Shepro asked what happens if there is an over or under in the budget. Chief Cermak answered under the

ILA they would not exceed 95K. If there was a large increase in businesses needing inspections, they would come back to the City to re-negotiated, but he does not see this happening. Council Member White asked if North County Fire was only doing fire inspections for businesses or including single family homes. Chief Cermak answered they do not have the authority to do inspections on Single family homes, they are only doing commercial business inspections. Overall, the Committee members were pleased with the ILA.

- Chief Martin presented the CompStat report with implemented changes that were requested by the committee members at the September 23rd, 2021 Public Safety Meeting. Committee members discussed the information presented and were pleased with the changes. The new CompStat report will be implemented starting with the January 2022 CompStat.
- Meeting adjourned at 5:45 PM



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6d

DATE: December 9, 2021

SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Sarah Cho, Economic Development and Marketing Manager

ATTACHMENTS: A – October 15, 2021 Meeting Minutes

SUMMARY STATEMENT

Minutes from the October 15, 2021 Economic Development Board meeting are attached to this staff report for approval as presented.



Economic Development Board Meeting Agenda October 15, 2021

The October 15, 2021 Economic Development Board Meeting held via Zoom, was called to order at 7:30 a.m.

Board Members in Attendance:

Les Anderson, Kristine Birkenkopf, Randy Heagle, Dave Pelletier, Blake Arnold, Dave Pelletier

Absent: Brandy Timmer

Staff Members in Attendance:

Patricia Love, Sarah Cho, Krista Hintz, Sara Robinson

Also known to be Present: N/A

Approval of Minutes:

The minutes of September 17, 2021 were approved as written.

Discover Stanwood Camano Updates:

Economic Development & Marketing Manager, Sarah Cho presented the Discover Stanwood Camano website analytics. Users: 1,066 Page views: 1,979. The audience locations were from Washington: 587 Wyoming: 153 California: 75 Oregon: 31 Ohio: 28.

Business License Updates:

In the Month of September, the City received a total of 27 new applications – 1 New City Business, 18 Non-Resident, 8 Home Occupation Business Licenses.

City Beautification Action Plan: City Banner Project Narrative Updates

Community Development Director, Patricia Love gave an outline of the City Banner Project and project vision. The goal is to increase the visibility and beauty of the community to residents and local travelers by installing decorative and seasonal banners strategically placed along major thoroughfares such as SR 532, 72nd Avenue, 88th Avenue, 92nd Avenue, 102nd Avenue and 271st Street. Banners are intended to add color and excitement to the City's commercial areas as well as also aiding in promoting special events. Love explained that there will be two types of banners – City sponsored, seasonal or community banners and special event banners paid by sponsors.

Business Round Tables:

Patricia Love gave an overview of the Business Roundtable Meetings that were held on September 29, east end via Zoom and west end via in-person meeting on October 6. The City received great feedback during these meetings. Next steps include meeting with Scott Lankford the architect to debrief and come up with more concepts. After the first of the year there will be another West End Meeting.

Other Business:

N/A

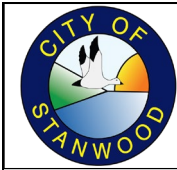


Economic Development Board
Meeting Agenda
October 15, 2021

Adjourn: 8:33 am

Next meeting: November 19, 2021 @ 7:30 am

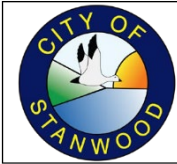
Sara Robinson
City Clerk



City of Stanwood
Council Agenda Staff Report
December 9, 2021

ITEM NUMBER: 6e
DATE: December 9, 2021
SUBJECT: Parks and Trails Advisory Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – October 18, 2021, Meeting Minutes

SUMMARY STATEMENT: Minutes from the October 18, 2021, Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented



Parks and Trails Advisory Committee Meeting Minutes October 18, 2021

Staff Present: Carly Ruacho, Patricia Love, Sara Robinson

Also known to be present: Judy Williams

Introduction of new PTAC member:

Dave Hall welcomed new member Cathy Wooten to PTAC. Cathy introduced herself and said she was inspired to join the Committee by spending a few hours at Little Mountain Park in Mount Vernon and knowing the history that the citizens there purchased that land in the 1920's or 30's and felt that she could participate in a group that deals with public lands and having them be available. Cathy grew up in Stanwood, moved to Seattle for 20 years and has been back in Stanwood for 23 years. Cathy is committed to health and wellness personally and professionally and feels that the PTAC is a good fit for her for those reasons. She is excited to see what can happen in Stanwood with the parks. Patricia commented that after working with Cathy for the past 3.5 years she is excited to have her enthusiasm on the Committee and that she appreciates how Cathy always has the best interest of Stanwood in mind. Judy also remarked that she has worked with Cathy through her role on the City Council and has found Cathy to be very thorough and noted that she has been committed to several projects in the city including the Snow Goose Festival.

Citizen Comments: N/A

Approval of Minutes:

The July 2021 Meeting Minutes were approved as submitted.

Parks and Recreation Feasibility Study (PRFS) Update:

Carly reported that a meeting was held with City staff and BERK on August 11 to discuss the status of the project, BERK's initial findings and talk about next steps. Items covered in the meeting included City expectations for level of service standards, updated Parks and Recreation service model options and potential scheduling of the third Advisory Group meeting.

Level of Service standards are a measure of the Parks and Recreation system and access to that system in a range of possible levels for factors like quality and quantity (also reliability, responsiveness, and investment). It was discussed that citizens generally seem happy with the quantity of Parks within Stanwood, but that much discussion has occurred regarding maintenance. BERK presented how the City of Stanwood compares to other similar jurisdictions with regard to LOS standards including park acres, trail miles, and City staff FTE hours. It is generally agreed that Stanwood is lacking in trail miles. Current projects are planned and underway to address that deficit. Phase 1 of the Port Susan trail Other than trail miles, most discussions have been regarding quality and specifically maintenance issues. Some examples are should Heritage Park be a recreational baseball facility or should it be "tournament ready". Issues at Church Creek Park range from lack of visibility to the condition of the parking lot pavement. Some general quality issues are consistent signage for all city parks, spring flower planting at park entrances, etc. Some items are major issues – should Heritage Park being tournament ready, and some are very small issues – should we plant flowers in the spring.

The survey results were presented from City groups revealing each groups' thoughts on where the focus should go regarding levels of service in the various areas. Overall, each group expressed a desire to concentrate the majority of resources in the Parks and Open Spaces category (actual park properties and facilities). Multiple groups expressed the idea that well-resourced parks and open spaces would be a prerequisite to growth in the other categories of Recreation Programming and Special Events.

Group	Parks and Open Spaces	Recreation Programming	Special Events
EDB	52%	33%	15%
PTAC	65%	19%	16%
PC	50%	30%	20%
PRFS (Advisory)	58%	24%	18%
AVERAGE	56%	26%	18%

The survey results indicate that although some groups may apply more or less priority to one category or another, each group prioritizes the categories the same order, with Parks and Open Space first, Recreation Programming second and Special Events as third importance. This initial finding is very helpful as it shows that all the groups share the same thinking regarding a starting point for resource allocation.

Due to change in City leadership (Jennifer Ferguson previous City Administrator, now Shawn Smith is interim Administrator) we need to meet with BERK to discuss what we are doing and where we are going and narrow down next steps. Patricia reported due to the focus on the issue of maintenance throughout all the groups how do we improve the maintenance of our current facilities. We are going to step back a little as far as timing in looking at the financial modeling for the various options (current decentralized model, standalone parks department, metropolitan parks district) and instead focus on the question of what is missing, what is the gap between the expectations and what we have. Since all groups raised the same issue of how do we improve the look of our parks and better our current parks, we want to make sure we are asking the right questions rather than just moving ahead with financial modeling now based on the original scope and schedule of the project. We are going to regroup and meet with our Public Works Department and discuss what the full capacity is within our existing structure and what would the difference be if we had more maintenance/operation staff and or more/different equipment. Then we will go to council and give them a summary of the findings.

PTAC members voiced concern with a direction that may not lead to a parks department. Member Lisa Bruce wanted to make sure we weren't going backward and indicated that she believed the parks department would be ones to address the various maintenance concerns. Patricia explained that it wasn't intended to be going backward, but instead a way forward that could address the main concern being raised through the study of maintenance (a gap between expectations and existing conditions) to see if something can be done now to address the concerns rather than waiting for a time when the City has the funds for an entire department. The stepback is not intended take a long time period.

Committee members voiced their belief that more maintenance workers are needed immediately, but ultimately the desire of the PTAC is still to have a dedicated parks "director", "coordinator", "supervisor", etc. A question was asked and discussion unfolded relating to the recently hired public works supervisor position and that position being vacant again now, if that the desired/needed structure, and how best to move forward. Staff and the Committee agreed that a phased approach to allow for the City to grow into the various needs and levels of service as the City increases in population

and park/trail acreage is necessary. Patricia clarified that some financial analysis will occur now to determine what can be done immediately to address maintenance issues and ultimately it is a funding issue and the Council will have to direct any changes. Committee members understood the need to fully know the details of staff time for current maintenance as a starting point to then determine what is needed or wanted.

A discussion ensued about surrounding jurisdictions and their level of service, and the time differences between cities and facilities and various academic resources and whether Stanwood could get readily available information. Union versus management roles were also discussed to better understand how the city can address its needs. Information from the study will be shared with the PTAC so that comments can be made to the City Council during their decision making.

Member Wooten raised an issue at Lions Park regarding a broken lighting structure for the past week. Patricia explained the “report a concern” feature on the webpage to get immediate attention.

Church Creek Park Flag Pole Renovation:

Placeholder for next meeting regarding PTAC 2022 priorities for Church Creek Park versus actual 2022 budget. One example is \$30k budget for parking lot evaluation which will now be paid through a sewer project. We would like to discuss specific project budgeting for next year.

A question was posed to the Committee – if through the sewer project the round about at Church Creek Park needs to be resized (i.e. the flagpole landscaping area may need to shrink or change shape) would the PTAC be agreeable. Committee members wanted to be sure the new round about can facilitate a dial-a-ride type vehicle as well as emergency vehicles, but did not object to a necessary change in size or shape. The only concern was not to make the drive isle too wide such that drivers feel they can park or stay in the round about for other than entering/exiting. The need for more handicap parking was also raised.

Heritage Park Update: The infield mix was augmented to increase the depth by approximately 4 inches. The cost was planned as incremental maintenance, but it was instead brought forward. Mounds were removed by contractor. Plans showed a flat pitching area, but contractor assumed a mounded area. Pitching areas are now flat and ready for softball and/or removable mounds for any age baseball user group. Staff is meeting next week with the President of Stanwood/Camano Little League. Fields are getting overseeded (with hydroseed) and fertilized this week. Once drainage system in winterized the City will assume maintenance.

Committee members discussed the timing for constructing Field #4 (project 8 on the prioritization list) and the need for a turf field in Stanwood and the need for community support for grant purposes.

Hamilton Park Update: We were given a 2 year extension on our RCO grant to complete construction by 12/31/2023. Staff provided an explanation of the joint permit approach with WDFW and also the anticipated permit and appeal process and timeline. Public access to the park was discussed. It is currently open to users as City property, not a park, at user risk with primitive and historical development.

Adjourn – 5:08 pm

Next Meeting: November 15, 2021 @ 3:00pm.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a

DATE: December 9, 2021

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Amy Bergemeier, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 34725 through 34755 and Washington Federal Bank electronic funds transfers in the amount of \$63,090.16. Approve issuance of Washington Federal Bank electronic payroll and benefit funds transfers in the amount of \$39,650.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 34725 THROUGH 34755 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$63,090.16. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL AND BENEFIT FUNDS TRANSFERS IN THE AMOUNT OF \$39,650.

CHECK REGISTER

City Of Stanwood

Time: 08:46:37 Date: 12/01/2021

11/15/2021 To: 11/30/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5172	11/23/2021	Payroll	3	EFT		3,000.00	Nov 2021 Draw
5173	11/23/2021	Payroll	3	EFT		1,400.00	Nov 2021 Draw
5174	11/23/2021	Payroll	3	EFT		2,000.00	Nov 2021 Draw
5175	11/23/2021	Payroll	3	EFT		2,000.00	Nov 2021 Draw
5176	11/23/2021	Payroll	3	EFT		1,000.00	Nov 2021 Draw
5177	11/23/2021	Payroll	3	EFT		2,000.00	Nov 2021 Draw
5178	11/23/2021	Payroll	3	EFT		2,700.00	Nov 2021 Draw
5179	11/23/2021	Payroll	3	EFT		2,000.00	Nov 2021 Draw
5180	11/23/2021	Payroll	3	EFT		4,000.00	Nov 2021 Draw
5181	11/23/2021	Payroll	3	EFT		1,600.00	Nov 2021 Draw
5182	11/23/2021	Payroll	3	EFT		1,000.00	Nov 2021 Draw
5183	11/23/2021	Payroll	3	EFT		2,000.00	Nov 2021 Draw
5184	11/23/2021	Payroll	3	EFT		1,600.00	Nov 2021 Draw
5185	11/23/2021	Payroll	3	EFT		2,000.00	Nov 2021 Draw
5186	11/23/2021	Payroll	3	EFT		1,000.00	Nov 2021 Draw
5187	11/23/2021	Payroll	3	EFT		2,200.00	Nov 2021 Draw
5188	11/23/2021	Payroll	3	EFT		1,700.00	Nov 2021 Draw
5189	11/23/2021	Payroll	3	EFT		500.00	Nov 2021 Draw
5190	11/23/2021	Payroll	3	EFT		3,450.00	Nov 2021 Draw
5191	11/23/2021	Payroll	3	EFT		1,500.00	Nov 2021 Draw
5192	11/23/2021	Payroll	3	EFT		1,000.00	Nov 2021 Draw
5195	11/18/2021	Claims	3	34725	APP- Associated Petroleum Products	3,045.98	04-0100494
5196	11/18/2021	Claims	3	34726	Ace Hardware	1,630.12	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
5197	11/18/2021	Claims	3	34727	Aramark Uniform Services Inc	95.76	937963000; 937963000
5198	11/18/2021	Claims	3	34728	Berk	3,973.75	City of Stanwood
5199	11/18/2021	Claims	3	34729	Patrick J Burt	891.00	City of Stanwood
5200	11/18/2021	Claims	3	34730	Cascade Septic Pumping	381.90	City of Stanwood
5201	11/18/2021	Claims	3	34731	DMH Industrial Electric Inc	1,787.54	City of Stanwood
5202	11/18/2021	Claims	3	34732	Edge Analytical Inc	100.00	STA01
5203	11/18/2021	Claims	3	34733	Fastenal	799.52	City of Stanwood WAARN1604
5204	11/18/2021	Claims	3	34734	Grainger Inc	195.91	848089215; 848089215
5205	11/18/2021	Claims	3	34735	Lankford Associates	4,375.00	City of Stanwood
5206	11/18/2021	Claims	3	34736	Maul Foster Alongi, Inc.	503.75	City of Stanwood
5207	11/18/2021	Claims	3	34737	National Safety, Inc.	456.39	20-STACIT; City of Stanwood; City of Stanwood
5208	11/18/2021	Claims	3	34738	PUD Of Snohomish County *	5,313.88	2001053539; 221041510; 200142180; 202670675; 202579512; 202882056; 202727285; 202694204; 200633634; 200794063; 222277832; 201942398; 200738672
5209	11/18/2021	Claims	3	34739	Pitney Bowes Inc- Purchase Power *	1,005.00	8000-9090-0519-5677
5210	11/18/2021	Claims	3	34740	Puget Tech LLC	2,784.00	City of Stanwood
5211	11/18/2021	Claims	3	34741	Safeway	27.32	City of Stanwood 191483
5212	11/18/2021	Claims	3	34742	Sno Co Sheriff's Office - CB	1,500.18	91-6001368
5213	11/18/2021	Claims	3	34743	Everett Daily Herald/ Sound Publishing	345.00	51439981
5214	11/18/2021	Claims	3	34744	Stanwood Chamber Of Commerce	4,000.00	City of Stanwood
5215	11/18/2021	Claims	3	34745	Stanwood City Utility	8,034.26	3184; 3439; 2749; 2688; 2741; 2886; 2732; 1075; 2965; 2964
5216	11/18/2021	Claims	3	34746	Stanwood-Camano News	202.13	48893; 48893; 48893
5217	11/18/2021	Claims	3	34747	Stilly Auto Parts Napa	55.78	27197



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b
DATE: December 9, 2021
SUBJECT: November 22, 2021, City Council Special Meeting Minutes
CONTACT PERSON: Krista Hintz, Assistant to the Administrator
ATTACHMENTS: A- Special Council Meeting Minutes

SUMMARY STATEMENT

Minutes of the November 22, 2021, City Council Special Meeting Minutes are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE NOVEMBER 22, 2021 CITY COUNCIL MEETING AS PRESENTED

CITY OF STANWOOD

Special Meeting of the City Council
Monday, November 22, 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

Assistant to the Administrator Krista Hintz called the roll with the following Councilmembers present: Rob Johnson, Dianne White, Darren Robb, Tim Pearce, Steve Shepro, Sid Roberts. The meeting was quorate.

A motion was made by Councilmember Robb, second by Councilmember Pearce to excuse Councilmember Williams.

Also known to be present: Interim City Administrator Shawn Smith, Public Works Director Kevin Hushagen, Community Development Director Patricia Love, Fire Chief John Cermak, Police Chief Rob Martin, City Attorney Brett Vinson, Finance Director David Hammond, Assistant to the Administrator/Communications Manager Krista Hintz

3. APPROVAL OF THE AGENDA

Motion by Councilmember Roberts, second by Councilmember White to approve the agenda.

Motion carried unanimously.

4. CITIZEN COMMENTS

The city did not receive any written comment 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.

Tim Schmitt
26910 92nd Ave NW Stanwood, WA
Topic – Ethics

Ron Ripley
7130 281st Pl NW, Stanwood, WA
Topics- First Reading of Ordinance 1500. and second reading of 1500 tax levy

5. STAFF REPORTS

No questions or comments

6. COMMITTEE REPORTS

Councilmember Shepro had questions regarding the Public Works Committee minutes.

1. Regarding study of congestion of 72nd Ave NW; The minutes state “Staff will add a new project to the CIP titled 72nd Ave NW which the Committee can review at the next Council meeting, has this been added?

2. The minutes mention Christmas decorations and electrification of poles, will we have the chance to discuss this tonight?

Mayor Callaghan stated Public Works Director Kevin Hushagen will address the CIP question during his presentation, and that the Christmas decorations can be discussed during Council Reports/Questions.

7. CONSENT AGENDA

- a. Approve Vouchers and Payroll Checks
- b. Approve November 08, 2021 - Regular City Council Meeting Minutes

Motion by Councilmember Shepro, second by Councilmember White to approve the consent agenda, items A & B.

Motion carried unanimously.

8. OLD BUSINESS

a. Third Reading and Final Adoption of Ordinance 1499—Permit Procedures and Permitted Use Matrix Code Amendment

Community Development Director Patricia Love presented the third and potential final reading of Ordinance 1499, amending the City’s Permitting Procedures and Permitted Use Matrix. Highlighted changes were addressed.

Changes resulting from First Reading, October 28, 2021, City Council meeting:

- Added the definition of Recovery Home
- Under Prohibited Use: Clarified Crematorium category to apply to both human and animal remains.
- Regarding prohibiting living in vehicles, automobiles were added to the list.
- Clarified that Special Events did not fall under Temporary Uses
- Added definition of “Grandfathered” referring to non-conforming uses

Changes and corrections resulting from Second Reading, November 08, 2021, City Council meeting:

- Correction: General Use Section: Made sure Police and Fire Stations were allowed in General Commercial and Mixed-Use Overlay Zones
- Correction: Lift Stations allowed in Traditional Neighborhood Zone
- Correction: Clarify that Retail uses are allowed in General Commercial Zone
- Changed back Places of Worship to allow them in MB1 and MB2 zones

Staff proposes to prohibit Feed and Fertilizer Operations in the General Industrial Zone, to create consistency.

Staff recommends approval of the third reading. Council questions were answered for clarification.

Motion by Councilmember Robb, second by Councilmember Shepro to approve the third reading and adoption of Ordinance 1499 as set forth in Attachment "A" amending Chapter 17, Zoning, of the Stanwood Municipal Code related to Definitions, Permitting Procedures, Permitted Uses, Variances, Condition Uses, Development Agreements, Grading, Amendments to Comprehensive Plans and Amendments to Annexation Regulations.

Motion carried unanimously.

b. Second Reading and Final Adoption of Ordinance 1500—2022 Property Tax Levy

Finance Director David Hammond addressed citizen comment to provide clarification regarding why two ordinance numbers were assigned to the 2022 Property Tax Levy, stating a correction had been made for the second reading. City Attorney Brett Vinson approved moving forward as this correction had been made. No changes had been made to the substance of the ordinance.

Motion by Councilmember Shepro, second by Councilmember Roberts to approve the second reading and adoption of Ordinance 1500 levying taxes upon all property subject to taxation within the corporate limits of the city of Stanwood, Washington for 2022, with one percent levy increase from 2021.

Motion carried unanimously.

c. Resolution 2021-12 – Capital Improvement Plan Update—2022-2027

Public Works Director Kevin Hushagen presented Capital Improvement Plan Update—2022-2027 and addressed Councilmember Shepro's question about the traffic study, stating page 8-158 includes a \$50,000 traffic study in the budget.

Councilmember Robb asked for clarification as to whether the flood wall was fully funded by ARPA funds. Mr. Hushagen stated the flood wall is fully funded by ARPA funds though there are other funding sources they can seek.

Motion by Councilmember Robb, second by Councilmember Shepro to approve the adoption of Resolution 2021-12 Six Year Capital Improvement Plan.

Motion carried unanimously.

9. PUBLIC HEARING

Anyone wishing to provide written or oral public comment, must preregister by 9:00 a.m. the day of the meeting by, by calling 360-454-5213, or by clicking on this link: <https://stanwoodwa.org/FormCenter/City-Clerk5/Council-Meeting-Public-Hearing-Public-Co-69>

a. Mid-Biennium Budget Amendment

- i. Receive Public Comment on the Proposed Ordinance
- ii. Second Reading and Final Adoption of Ordinance 1501

Staff: David Hammond

The Council will open a Public Hearing to receive testimony regarding the proposed Mid-Biennium Budget Amendment.

This is the second reading and final adoption of Ordinance 1501 presented by Finance Director David Hammond

The city received one request for verbal comment.

Tim Schmitt - *Mr. Schmitt rescinded his request to speak*
26910 92nd Ave NW Stanwood, WA
Topic – Payments

After additional changes were made following the First Reading of Ordinance 1501, Finance Director Hammond and City Attorney Vincent decided a second Public Hearing was in order.

With the intention of using the least restrictive funds before the more generally available funds, the following key changes were noted:

- Fund 103 Street Construction Fund- Recommend moving \$100,000 of Street Impact Fees to Street Construction Fund
- Fund 103 Expenditures -City Beautification -Correcting error to reflect intention to move \$120,000 out of the 2021 spending authority, leaving \$30,000 for 2021.
- Fund 104- Propose to move \$400,000 of Park Impact Fees to the Parks fund
- Propose to move \$483,000 out of REET 1 and \$245,000 in from REET 2
- The city does not plan to pursue borrowing in 2022 for parks improvement
- Funds 120 and 121, save REET 1 and use REET 2 first
- Removing 1.7 million listed as the Church Creek Project. This project is actually the lower Pioneer Highway project and is funded by the developer, not the City

Councilmember Shepro asked for clarification on the Marijuana revenue, stating his understanding is the state collected \$600,000 from the Kushery, and the city portion is \$5,000. Director Hammond explained that the state collects the retail tax and distributes it based on a formula. There are two tranches of marijuana revenue available, the city does not receive monies from the non-retail tranche which is only available to those cities that do not prohibit production and distribution facilities.

Councilmember Roberts clarified that the cities who prohibit production and distribution facilities are penalized by the state when monies are dispersed.

Councilmember Robb stated his appreciation for Mr. Hammond's efforts to utilize the impact fees first and save the REET dollars.

Motion by Councilmember Roberts Second by Councilmember Shepro to approve Ordinance 1501 Amending the 2021-2022 Budget as presented..

Motion carried unanimously.

10. NEW BUSINESS

a. Resolution 2021-13 – 2022 Salary & Benefit Schedule Amendment

Finance Director Hammond presented an amendment to the 2022 Salary and Benefit Schedule. Two positions, Accounting Clerk and Finance Administrative Assistant, were recently reclassified to Accounting Technician I/II to provide equity, cross-training, and upward mobility. After meeting with the union, a request was made to amend the salary ranges to align with the Administrative Assistant and Police Records Clerk, putting these positions in a better hiring range.

Motion by Councilmember Robb, Second by Councilmember Roberts to adopt resolution 2021-13 Amending the Salary and Benefit Schedule for City Employees effective January 1, 2022.

Motion carried unanimously.

11. CITIZEN CLOSING COMMENTS – Removed via motion at the 3-26-2020 Meeting

12. REPORTS OF OFFICERS AND COMMITTEES

a- Mayor's Report

- Tomorrow the city swears in a new mayor; Mayor Callaghan took a few moments to thank the citizens and staff of the City of Stanwood.

b- City Administrator's report-

- Shawn Smith thanked Krista Hintz for taking on City Clerk duties after the position became vacant.
- The city received notification of success to obtain a 418,000 grant to complete two overlay projects, one on 72nd from 272nd to 276th, the other on 68th from 276th to 280th.
- Thank you Mayor Callaghan for all you have done during your time as Mayor.

c- Councilmember Reports and Questions

Councilmember Shepro briefly touched on the Christmas decoration question and chose to discuss it at a later time, or offline with Public Works Director Hushagen.

Councilmember Roberts thanked Mayor Callaghan for her years of service to the city and her efforts to provide a smooth transition as he assumes the role of mayor.

Councilmember Johnson addressed the election, specifically Council Position 7, and asked Council to consider appointing the non-winning candidate from the Position 7 race to the upcoming vacant Position 6, due to a write-in campaign that may have muddied the waters.

Councilmember Robb expressed his thanks to Mayor Callaghan for her service to the city. He also acknowledged the work and efforts of the Planning Commissioners, Community Development Director Patricia Love, and her department for the many hours of work and effort that went into the Permitted Use Matrix.

13. EXECUTIVE SESSION

City Council, Mayor Callaghan, Interim City Administrator Shawn Smith, and City Attorney Brett Vincent held an Executive Session adjourning at 8:06 p.m. to discuss potential/pending litigation pursuant to RCW 42.30.110(1)(I). Mayor Callaghan called for 10 minutes with no action following. An additional two minutes were requested. The City Council meeting reconvened at 8:19 p.m.

14. ADJOURN

The meeting was adjourned at 8:20 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Krista Hintz, Assistant to the Administrator



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: December 9, 2021

SUBJECT: Re-appointment of Parks and Trails Advisory Committee members

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – Resolution 2019-14

PURPOSE

The purpose of this agenda item is for Council consideration and confirmation of the Mayor's re-appointment of two current members to the Stanwood Parks and Trails Advisory Committee (PTAC).

BACKGROUND

The Parks and Trails Advisory Committee currently has two existing member terms expiring on December 31, 2021 (Position 1 and 5). The term is also expiring for position 7 which is currently vacant. Cathy Wooten was recently appointed to PTAC to serve the remainder of the term for Position 1. Rick Hawkins has served on the Committee since 2019.

The City Council formalized the 7-member Parks and Trails Advisory Committee with Resolution 2019-14. A majority of PTAC members must be Stanwood residents. This Committee provides a valuable liaison between the community and the city council and ensures citizen involvement in all aspects of the Parks and Trails planning and development process. The Committee has met more or less monthly since its inception in November 2016.

ANALYSIS

The Stanwood Mayor is responsible for recommending appointments to the various City boards and commissions when terms expire, or a vacancy occurs. Cathy Wooten was recently appointed to PTAC to serve the remainder of the term for Position 1. Rick Hawkins has served on the Committee since 2019.

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 Roberts recommends the re-appointment of Cathy Wooten and Rick Hawkins to the Parks and Trails Advisory Committee, to fill positions one (1) and five (5) respectively, for four-year terms ending December 31, 2025.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

- 1) Appoint the recommended individuals to the Parks and Trails Advisory Committee.
- 2) Appoint a limited selection of individuals to the Parks and Trails Advisory Committee.
- 3) Do not appoint members of the Parks and Trails Advisory Committee at this time.

PROPOSED MOTION

I MOVE TO APPOINT THE FOLLOWING INDIVIDUALS TO THE PARKS AND TRAILS ADVISORY COMMITTEE, EACH TO 4-YEAR TERMS EXPIRING DECEMBER 31, 2025:

**POSITION 1 CATHY WOOTEN
POSTION 5 RICK HAWKINS.**

RESOLUTION 2019-14

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON ESTABLISHING A PARKS AND TRAILS ADVISORY COMMITTEE

WHEREAS, the City of Stanwood recognizes the importance of Stanwood Parks and Trails to local Stanwood residents, as well as those of the surrounding community; and

WHEREAS, a comprehensive Parks Plan was adopted in 2018 outlining Stanwood's future park needs; and

WHEREAS, a non-motorized trails plan was completed in November 2016 which identified recommended improvements for existing parks and trails; and

WHEREAS, the City has a robust capital improvement program related to developing and maintaining parks; and

WHEREAS, the Parks and Trails Advisory Committee has been meeting regularly pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code since November 2016; and

WHEREAS, the Parks and Trails Advisory Committee has made recommendations on various park and trail planning issues and projects over the last 3 years; and

WHEREAS, the Parks and Trails Advisory Committee could provide increased assistance if the role and responsibilities of the group were further defined; and

WHEREAS, the City Council desires to engage the Parks and Trails Advisory Committee on a permanent basis to provide recommendations on all aspects of parks and trails planning and development processes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON AS FOLLOWS:

Section 1 Formation of Parks and Trails Advisory Committee. The City Council of the City of Stanwood, Washington hereby establishes a Parks and Trails Advisory Committee (PTAC) with the following organization, roles, and responsibilities.

1. Establishment

The Stanwood City Council hereby permanently established the Parks and Trails Advisory Committee whose responsibility it is to advise the Mayor and City Council on matters pertaining to park development, use and maintenance.

2. Membership Term

The Parks and Trails Advisory Committee members shall serve four (4) year terms as follows:

- a. The Committee shall consist of seven (7) voting members, representing a cross section of the Stanwood/Camano community, appointed by the Mayor with City Council ratification.
- b. Initial terms shall be staggered so that the entire committee does not change at the same time in the future.
 - i. Four (4) members shall be assigned to an initial four (4) year term.
 - ii. Three (3) members shall be assigned to an initial two (2) year term.
 - iii. All terms become four (4) year terms after the initial terms expire.

3. Composition of the Committee

- a. A minimum of four (4) members shall be Stanwood residents.
- b. The remaining members may be comprised of residents from within the Stanwood/Camano area.

4. Staffing

The Community Development Department shall staff the Committee unless otherwise determined by the Mayor and/or City Administrator.

5. Meeting

The Committee shall meet at least six (6) times per year at a time and place established by the Committee.

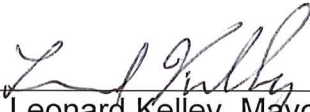
6. Responsibilities

The Parks and Trails Advisory Committee shall be an advisory body to the Stanwood Mayor and City Council and whose general responsibilities include:

- a. Provide a communication link between the city and the Stanwood/Camano community on parks and trail issues.
- b. Advise the City on implementation of the various parks and trails plans.
- c. Review and make recommendations regarding park and trail facilities including: land acquisition, development, financing, programing and capital improvement needs.
- d. Advise the city on park related grant applications.
- e. Make recommendations on work programs, policy issues and amendments to the Municipal Code related to parks.

PASSED by the City Council and APPROVED by the Mayor this 19th day of December, 2019.

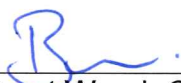
CITY OF STANWOOD

By 
Leonard Kelley, Mayor

ATTEST:

By 
David Hammond, City Clerk

APPROVED AS TO FORM:

By 
Grant Weed, City Attorney



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d

DATE: December 9, 2021

SUBJECT: Confirm Mayor's Reappointment to Economic Development Board

CONTACT PERSON: Sarah Cho, Economic Development and Marketing Manager

PURPOSE

The purpose of this agenda item is for Council consideration of and confirmation of the Mayor's reappointment of Kristine Stromberg and David Pelletier to the Stanwood Economic Development Board.

BACKGROUND

The Economic Development Board currently has no vacancies. Two terms are set to expire on December 31, 2021.

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. City staff followed up with existing board members with expiring terms and inquired whether they would like to continue another term on the board. Kristine Stromberg and David Pelletier both confirmed for another term on the Economic Development Board.

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: Reappoint the following individuals for service on the Economic Development Board.

Kristine Stromberg (existing)
David Pelletier (existing)

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 KRISTINE STROMBERG AND DAVID PELLETIER TO THE STANWOOD ECONOMIC DEVELOPMENT BOARD, BOTH TERMS ENDING DECEMBER 31, 2023.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7e
DATE: December 9, 2021
SUBJECT: City of Stanwood Housing Action Plan
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: Exhibit A – Department of Commerce Housing Action Plan Grant
Exhibit B – Blueline Group Inc Housing Action Plan Contract

PURPOSE

The purpose of this agenda item is for Council acceptance of a \$75,000 grant from the Washington State Department of Commerce for The City of Stanwood Housing Action Plan.

BACKGROUND

The City of Stanwood, with funding from the Washington State Department of Commerce, will be preparing a Housing Action Plan to both identify the current state and forecast the future growth of the housing and population in the city. The city applied for the Housing Plan Grant application on October 4th, 2021. By the end of October, the City was notified that grant was approved. Under the terms of the grant, the Housing Action Plan is required to be completed by June 2023.

ANALYSIS

The \$75,000 grant funds will also help kickstart the 2024 Comprehensive Plan update by allowing us to conduct a housing needs assessment, that is now required to be a more detailed component of the Housing Element under HB 1220. The funds will help alleviate some of the financial commitments and staff time that the comprehensive plan update requires. These grant funds are vital to help meet the planning requirements under the Growth Management Act and will help to ensure a more balanced approach to growth for citizens across all demographic sectors.

Stanwood is growing, and the population is changing. As home prices continue to rise within the area, it is challenging to strike a balance between maintaining community character and preserving the existing housing stock. Creating a housing action plan will help us complete a thorough assessment of the city's housing needs, encourage affordable and market-rate housing development within the city, and retain existing affordable housing to minimize displacement. While we know our City will continue to grow and change, we want to find ways to minimize the impact on our existing neighborhoods while encouraging a more diverse housing stock.

To help the City complete the work outlined in the grant, our on-call planning consultant Blueline Group will be preparing the majority of the technical analysis with staff assisting in the review, community outreach and adoption processes. The commerce grant and scope of work for Blueline Group are outlined in the attachments A and B which contains the following major work elements.

Housing Needs Assessment:

The housing needs assessment is a data gathering exercise which consists of gathering population, housing, employment, and income data. This work also includes reviewing the City's existing housing policies, regulations, and permitting processes to understand the effectiveness of addressing housing affordability in the City.

Community Outreach:

Tasks will contain three outreach efforts conducted to discuss the Housing Plan. These outreach efforts include: 1) staff/project team virtual charette, 2) Stanwood City Council virtual work session, and 3) public virtual open house.

Housing Action Plan:

The final housing action plan will use the data gathered from the housing needs assessment and the community outreach to develop strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability.

Plan Adoption:

The Planning Commission and Council Community Development Committee will act as the policy review bodies during the development phase of the Plan. The Planning Commission will hold a public hearing on the draft plan and make a formal recommendation to the City Council. Council may hold their own public hearing on the plan or accept the Planning Commission's recommendation and then adopt the plan via a resolution.

FINANCIAL IMPACT -

Fiscal Impact			
This is a new grant source for the comprehensive amendment. No city match funds are required. The grant will cover all cost included in scope of work.			
Fund(s):	558.60.41.00 Community Development Professional Services		
Amount:	\$ 75,000	Project Estimate: N/A	\$ 75,000 -
Budget Authorized	☐ Yes ☒ No	Amendment Required	☒ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

The Washington State Legislature has passed several new laws requiring cities and counties to address affordable housing in their communities. The State has provided these grant funds to help cover the costs to update the housing elements of their Comprehensive Plans. This grant will be used by the City to meet these new state housing mandates. Staff recommends acceptances of the grant.

Committee / Board Recommendation:

The Community Development Committee was briefed on November 18, 2021 and was supportive of the City accepting the grant.

Brett Vinson, City Attorney has also reviewed the grant and found it acceptable for the Mayor to sign.

CITY COUNCIL OPTIONS

1. Accept grant totaling \$75,000 for the Housing Action Plan and Approval of the Scope of work for Blueline Group Inc to prepare Housing Action Plan as described.
2. Direct staff to make changes to the scope of work and obtain approval from the Department of Commerce.
3. Do not accept the grant at this time.

RECOMMENDED MOTION

1. **MOTION TO AUTHORIZE THE MAYOR TO THE SIGN THE GRANT CONTRACT WITH THE WASHINGTON DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$75,000 FOR THE PURPOSES OF PREPARING A HOUSING ACTION PLAN AS ATTACHED IN EXHIBIT A.**
2. **MOTION TO AUTHORIZE THE MAYOR TO THE SIGN THE CONTRACT WITH BLUELINE GROUP INC IN THE AMOUNT OF \$75,000 FOR THE PURPOSES OF PREPARING A HOUSING ACTION PLAN AS ATTACHED IN EXHIBIT B.**



EXHIBIT A

Interagency Agreement with

City of Stanwood

through

Growth Management Services

For

Housing Action Plan Implementation (HAPI) Grant
to Adopt a Housing Action Plan

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-63314-115

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Housing Action Plan Implementation (HAPI) Grant**

1. Contractor City of Stanwood 10220 270th St NW Stanwood, WA 98292		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Patricia Love Community Development Director patricia.love@ci.stanwood.wa.us 360-454-5206		4. COMMERCE Representative Kirsten Larsen Senior Planner 360.280.0320 kirsten.larsen@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$75,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2023
9. Federal Funds (as applicable) NA		Federal Agency: NA	
10. Tax ID # NA		11. SWV # SWV0015238	12. UBI # 319-008-103
13. DUNS # NA			
14. Contract Purpose Implementation of RCW 36.70A.600 grant funding to address housing affordability through a housing action plan.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR Sid Roberts, Mayor City of Stanwood Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed seventy-five thousand dollars (\$75,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-115.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
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Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Objective: Develop a housing action plan to assess the community's housing needs, encourage affordable and market-rate housing development within the city, retain existing affordable housing, and minimize displacement

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Housing Needs Assessment	Jan 2022	June 2022
Step 1.1	Analyze population and employment trends, with documentation of projections	Jan 2022	May 2022
Step 1.2	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households	Jan 2022	May 2022
Step 1.3	Gather and analyze data on existing housing stock (type, size, cost, and age)	Jan 2022	May 2022
Step 1.4	Review and evaluate current housing element and other relevant policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions	Jan 2022	May 2022
Step 1.5	Review land capacity analysis and evaluate ability of current zoning to provide for housing needs and all income brackets	Jan 2022	May 2022
Step 1.6	Analyze effectiveness of current programs, development regulations, and permitting processes related to housing development	Jan 2022	May 2022
Step 1.7	Identify areas that may be at higher risk of displacement from market forces	Jan 2022	May 2022
Step 1.8	Hold joint workshop with Planning Commission and City Council to review draft housing needs assessments and develop goals and objectives	June 2022	June 2022
Deliverable 1.a	Draft Housing Needs Assessment		July 15, 2022

Deliverable 1.b	Final Housing Needs Assessment		
Action 2	Draft Housing Action Plan	Feb 2022	Dec 2022
Step 2.1	Develop a community engagement plan; including identification of stakeholder groups to include in outreach, stakeholder survey to gauge barriers to affordable and market-rate housing, and preparation of community survey to identify demands for housing types among current population	Feb 2022	July 2022
Step 2.2	Develop strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified in the HNA	July 2022	Dec 2022
Step 2.3	Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from displacement	July 2022	Dec 2022
Step 2.4	Develop strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	July 2022	Dec 2022
Step 2.5	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts	Jul 2022	Dec 2022
Step 2.6	Develop a schedule of programs and actions to implement the recommendations of the housing action plan	July 2022	Dec 2022
Deliverable 2a	Summary of public engagement results		Dec. 15, 2022
Deliverable 2b	Draft Housing Action Plan		Dec. 15, 2022
Action 3	Adoption of Housing Action Plan	Dec 2022	June 2023

Step 3.1	Present draft HAP and hold public hearing before the Planning Commission, make changes as needed	Jan 2023	Feb 2023
Step 3.2	Present draft HAP before the City Council, make changes as needed	March 2023	April 2023
Step 3.3	Prepare resolution for Council adoption	May 2023	May 2023
Deliverable 3	Adopted Housing Action Plan		June 15, 2023

Budget

Grant Objective:	Commerce Funds
Deliverable 1a. Draft Housing Needs Assessment	\$20,000
Deliverable 1b. Final Housing Needs Assessment	\$10,000
Deliverable 2a. Summary of Public Engagement Results	\$15,000
Deliverable 2b. Draft Housing Action Plan	\$15,000
Deliverable 3. Adopted Housing Action Plan	\$15,000
Total:	\$75,000

NOTE: The final Deliverable(s) for this grant represents at least twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD WASHINGTON
AND BLUELINE GROUP, LLC
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Blueline Group, LLC, a Washington limited liability company ("Consultant")

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **Housing Action Plan/Housing Needs Assessment** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

though the work has been accepted by the City.

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

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

III.3 TERM. The term of this Agreement shall commence on December 9, 2021 and shall terminate at midnight, December 31, 2023. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

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

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

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

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

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a

claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. No Limitation

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

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

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

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

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

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

k. **Subcontractors' Insurance**
The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance

policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

None

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$75,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and

incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

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

ARTICLE V. GENERAL

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

**City Administrator
City of Stanwood
10220 270th St NW
Stanwood, WA 98292**

Notices to the Consultant shall be sent to the following address:

**The Blueline Group, LLC
Eric Jensen, Director of Planning
25 Central Way, Suite 400
Kirkland, WA 98033**

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

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

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

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

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

V.5 SEVERABILITY

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

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict

performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

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

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

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

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

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

DATED this 23RD day of November, 2021

CITY OF STANWOOD

By _____
Sid Roberts, Mayor

THE BLUELINE GROUP, LLC

By 
Todd Oberg, PE, Principal-in-Charge

Attest:

David Hammand, City Clerk

Project Name: Stanwood Housing Action Plan

Job #: 21-340

Effective Date: November 30, 2021

Action 1 Housing Needs Assessment

Fee: Fixed Fee – \$30,000

Blueline will complete a housing needs assessment in order to develop strategies to achieve an appropriate mix of housing to meet the needs of the City's current and future populations. In partnership with City Staff, Blueline will also host a joint workshop with Planning Commission and City Council to go over the findings of the housing needs assessment before it's finalized.

Specific steps will include:

- Analyze population and employment trends
- Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households
- Gather and analyze data on existing housing stock (type, size, cost, and age)
- Review and evaluate current housing element and other relevant policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions
- Review land capacity analysis and evaluate current zoning against housing needs and all income brackets
- Analyze effectiveness of current programs, development regulations, and permitting processes related to housing development
- Identify areas that may be at higher risk of displacement from market forces
- Hold joint workshop with Planning Commission and City Council to review draft housing needs assessments and develop goals and objectives

Project management tasks will include:

- Draft needs assessment review
- Invoicing and client coordination
- HAPI Grant Application

DELIVERABLES

Deliverables for this action are:

- Draft Housing Needs Assessment – Anticipated to be completed by May 20, 2022
- Final Housing Needs Assessment – Anticipated to be completed by July 15, 2022



Action 2 Draft Housing Action Plan

Fee: Fixed Fee – \$30,000

All data gathered from the housing needs assessment will inform the strategies developed to increase the supply and variety of housing types within the City of Stanwood. Blueline will outline a plan to make housing, both affordable and market-rate, both owned and rented, accessible to all income levels. Strategies may include zoning code amendments, programs to minimize displacement during periods of redevelopment, path to ownership programs, implementing supportive infrastructure such as utilities or transit options, or financial incentives for affordable housing developers. This action will also include public engagement. We will inform the public on the City's efforts and gather feedback on how the citizens of Stanwood envision their future community.

Specific steps will include:

- Develop a community engagement plan; including identification of stakeholder groups to include in outreach, stakeholder survey to gauge barriers to affordable and market-rate housing, and preparation of community survey to identify demands for housing types among current population
- Develop strategies to increase the supply of housing and variety of housing types needed to serve the housing needs identified in the HNA
- Develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from displacement
- Develop strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations
- Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts
- Develop a schedule of programs and actions to implement the recommendations of the housing action plan

Project management tasks will include:

- Draft Housing Action Plan review
- Invoicing and client coordination

DELIVERABLES

Deliverables for this action are:

- Public Engagement Results Summary – Anticipated to be completed by December 15, 2022
- Draft Housing Action Plan – Anticipated to be completed by December 15, 2022



Action 3 Adoption of Housing Action Plan

Fee: Fixed Fee – \$15,000

Blueline will assist city staff in preparing for final adoption of the housing action plan. For their review, the Planning Commission and City Council will be presented with the draft housing action plan, a corresponding staff report, and a visual presentation that concisely summarizes the work completed.

Specific steps will include:

- Present draft HAP and hold public hearing before the Planning Commission, make changes as needed
- Present draft HAP before the City Council, make changes as needed
- Prepare resolution for Council adoption

Project management tasks will include:

- Final Housing Action Plan review
- Invoicing and client coordination

DELIVERABLE

The deliverable for this action is:

- Adopted Housing Action Plan – Anticipated to be completed by June 15, 2023

General Assumptions and Notes

- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called **EXPENSES**.
- Time and expense items are based on Blueline's current hourly rates.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Blueline reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.
- Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: December 9, 2021

SUBJECT: Sebranke Purchase and Sale Agreement

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: Exhibit A – Resolution 2021-15
Exhibit B – Sebranke Purchase and Sale Agreement

PURPOSE

The purpose of this agenda item is for Council approval of a \$80,000 Purchase and Sale Agreement with Brad Sebranke to purchase property in east end historic shopping district.

BACKGROUND

The City entered into a purchase and sale agreement in 2016 to purchase the Sebranke property on the northwest corner of 271st Street and Florence Road along the City's "Main Street" for the purpose of creating a downtown park and enhancing public amenities. Initial environmental studies showed that the property has underground petroleum and other contaminants that were the result of an old gas/service station that was previously located on the site. Due to clean up costs and liability reasons, the City canceled the purchase and sale agreement with the property owner; the property remains vacant and unused at this time.

Last year the City became aware of a \$200,000 grant through Washington State Department of Commerce for local brownfield clean-up projects and an additional \$50,000 grant from the Department of Ecology to conduct the necessary environmental studies. These grants were available to local jurisdictions who have sites that fit into a larger economic development strategy but has not been able to purchase or develop properties due to costs, risk, and liability issues. It is the goal of the State to clean up brownfield sites and get them back into community use. These combined grants provide a low-cost clean-up opportunity allowing the City to implement the economic development concepts identified in the City's Downtown Subarea Plan.

On February 25, 2021 the City Council accepted the \$50,000 Department of Ecology Clean Up Grant which began the process to purchase the Sebranke property.

ANALYSIS

The City continues to be interested in this property for a potential downtown park and revitalization efforts as part of the Downtown Subarea Plan and City Beautification Action Plan. These plans envision Downtown Stanwood as:

- The heart and core of the community;
- A public center of the greater Stanwood community area;
- A place where public activities will be encouraged and where people come together to share;
- A place that provides commercial and civic activities; and
- A variety of gathering spaces that includes community parks, waterfronts and trails.

Since the Council's action in February to accept the Department of Ecology's environmental studies grant, the City has moved forward with the following actions:

Date	Action
February 25, 2021	Council Acceptance of DOE Environmental Studies Grant
Spring – July 2021	Contract with Maul Foster and Alongi to Prepare the Phase I and II Environmental Studies
August – September 2021	Obtained Property Appraisal
October – November 2021	Negotiated Purchase Price with Owner

City staff, with the help of our City Attorney, have been working with Mr. Sebranke on an acceptable purchase price. We have reached a tentative agreement of \$80,000 with the closing to occur prior to December 25, 2021. This price is slightly above the properties 2021 assessed value, but within the range of the appraisal and City budget. The property was appraised at \$120,000.



Once the property is purchased the City can move forward with the Department of Commerce's \$200,000 Clean Up Grant. Pursuing clean up grants is one step in implementing the City's vision for the downtown core and main street. Cleaning up the property fits directly with the following two polices regarding revitalization of the downtown:

- Develop a downtown urban park to service residents and businesses and to reinforce the entry to the East District from the train station.
- Provide pocket parks or urban plazas on unused portions of public rights of ways.

FINANCIAL IMPACT

Fiscal Impact			
Each year the City adopts a budget and Capital Improvement Program (CIP) consistent with each other. The 2021 / 2022 budget and the 2022-2027 CIP include \$250,000 for investigative studies and site clean-up work for the downtown park. Also included in the CIP is \$140,000 to purchase the property and prepare the park design: \$60,000 for acquisition and \$80,000 for design. There are sufficient funds within the 2021 / 2022 budget to purchase the property. However, since the acquisition is slightly higher than anticipated, the design budget will need to be adjusted accordingly to stay within the total \$140,000 budgeted. No changes to the budget are needed at this time.			
Fund(s):	594.76.63.20		
Amount:	\$140,000.00	Project Estimate:	\$80,000.00
Budget Authorized	[X] Yes [] No	Amendment Required	[] Yes [X] No [] Monitor

Below is the CIP sheet for the project.

City of Stanwood Multi-Year Capital Project		
Project:	Downtown Park	Project Overview:
Tracking Fund:	104 Parks Construction	Construct a downtown public park that will enhance the experience of visitors to the main street area of Stanwood.
Department:	Community Development	
Project Manager:	Patricia Love	Justification:
Year Identified:	2020	Implementation of the 2010 Economic Development Plan, 2012 SDAT: Destiny by Design, and 2015
Completion Year:	2022	Downtown Subarea Plan.
Strategic or Master Plan Reference:	Downtown Master Plan	Detailed Project Description:
Program Reference:	N/A	Main Street is the primary location for special events. The street is regularly closed for the following events:
Project Priority:	N/A	Arts By the Bay festival; Summary Arts Jam; Small Trailer Event; Twin City Idlers Car Show; Stanwood Camano
Project Score:	N/A	Fair parade; Touch-A-Truck; National Night Out; and the Downtown Concert Series. In 2021, the City is
Asset Category:	Parks, Trails Facilities	considering moving the Farmers Market to Main Street. This site will enhance these events by providing park
Address/Location:	8627 and 8629 271st Street	space for people to rest, eat and relax during these events.
Related Project(s):	City Beautification	The Site has remained underutilized and vacant since the 1990s. The Site's location within the main street
		business district of the City of Stanwood provides a great opportunity to support local businesses with a
		public park in the downtown corridor
Operating Impacts:		

Capital Budget										
	Previous Years	2020	2021	2022	2023	2024	2025	2026	2027	Total
Sources/Funding	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Overall Project Sources
Grant - Dept of Commerce	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Grant - DOE	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Transfer in - Impact Fees	\$ -	\$ -	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000
Transfer in - General Fund	\$ -	\$ 30,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Debt - Parks & Trails	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
Total Sources	\$ -	\$ 30,000	\$ 60,000	\$ 340,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,430,000
Uses/Costs	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Overall Project Uses
Investigative Analysis	\$ -	\$ 30,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000
Hazardous Material Clean Up	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Acquisition & ROW	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Design	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
Total Uses	\$ -	\$ 30,000	\$120,000	\$ 280,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,430,000

RECOMMENDATIONS

Staff Recommendation:

Staff recommends approving the Purchase and Sale Agreement with Brad Sebranke in the amount of \$80,000 to implement the downtown park redevelopment efforts and City Beautification Action Plan.

Committee/Board Recommendation:

N/A; this has been an action of the City Council as a whole and is included in the City Beautification Action Plan and 2021 / 2022 adopted budget.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Purchase and Sale Agreement with Brad Sebranke in the amount of \$80,000 to implement the downtown park redevelopment efforts and City Beautification Action Plan.
2. Reject the Purchase and Sale Agreement and put the project on hold.

PROPOSED MOTION

MOTION TO APPROVE RESOLUTION 2021-15, AUTHORIZING THE PURCHASE AND SALE AGREEMENT, AUTHORIZING THE DELIVERY OF FUNDS TO CLOSING, AND AUTHORIZING THE MAYOR TO SIGN ALL CLOSING DOCUMENTS FOR THE CITY TO ACQUIRE THE PROPERTY

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2021-15

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON,
APPROVING THE PURCHASE AND SALE AGREEMENT, AUTHORIZING
THE DELIVERY OF FUNDS TO CLOSING, AND AUTHORIZING THE
MAYOR TO SIGN ALL CLOSING DOCUMENTS FOR THE CITY TO
ACQUIRE THE PROPERTY**

WHEREAS, the City will enter/has entered into a Purchase and Sale Agreement with amendments to acquire property located at 8627 and 8629 271st St NW (copies of which are attached as **Exhibit A**); and

WHEREAS, the public interest would be served by the acquisition of this property; and

WHEREAS, the City Council has authority to authorize the Mayor to execute all necessary documents to complete the purchase and to deliver funds to escrow to close.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF STANWOOD, WASHINGTON AS FOLLOWS:**

1) The City Council approves the Purchase and Sale Agreement with amendments attached as Exhibit A and authorizes the Mayor to sign or ratifies his signature.

2) The City Council authorizes the Mayor to deliver the necessary funds to closing and sign all documents necessary for the City to close the purchase to acquire the property identified in Exhibit A under the terms of Exhibit A.

PASSED by the City Council and **APPROVED** by the Mayor this 9th day of December, 2021.

CITY OF STANWOOD

By _____
Sid Roberts, Mayor

ATTEST

APPROVED AS TO FORM

By _____
David Hammond
Finance Director/ Interim City Clerk

By _____
Nikki Thompson, City Attorney

**REAL ESTATE PURCHASE AND SALE CONTRACT
(With Earnest Money Provision)**

DATE: December 6, 2021

The undersigned Purchaser, CITY OF STANWOOD, a municipal corporation of the State of Washington, agrees to buy, and the undersigned Seller, BRAD M. SEBRANKE AND BRENDA L SEBRANKE, husband and wife, agrees to sell, on the following terms, the property legally described as:

Lots 14 and 15, Block 1, First Addition to East Stanwood, according to Plat thereof recorded in Volume 9 of Plats, page 53, records of Snohomish County, Washington.

Snohomish County tax parcels 004324-001-014-00 and 004324-001-015-00

Commonly known as 8629 and 8627 – 271st Street NW, Stanwood, WA 98292

(Purchaser and Seller authorize Closing Agent to insert, over their signatures, the legal description of the property and/or to correct the legal description entered.)

1. **PURCHASE PRICE:** The total purchase price is EIGHTY THOUSAND AND NO/100THS DOLLARS (\$80,000.00).

2. **EARNEST MONEY RECEIPT:** Upon mutual acceptance of this agreement, Purchaser shall deposit the sum of THREE THOUSAND AND NO/100THS DOLLARS (\$3,000.00) in the trust account of Closing Agent as earnest money. For the purposes of this contract "mutual acceptance" means that all parties have signed this contract, and "the date of mutual acceptance" is the signature date of the last party to sign this agreement.

3. **METHOD OF PAYMENT:** Purchaser shall pay the purchase price in all cash at time of closing. The earnest money deposit shall be credited against the purchase price.

4. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects, except those acceptable to Purchaser. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing. Indemnification of the title company to induce it to insure over any otherwise unpermitted exceptions to title shall not be allowed except with the prior written consent of Purchaser in its sole subjective discretion after full disclosure of the nature and substance of such exception and indemnity.

5. **UTILITIES:** Seller warrants that the property is vacant, is not connected to any utility services and not utility charges are currently due or will be due at time of closing.

6. **DISCLOSURE UNDER RCW 64.06:** Pursuant to RCW 64.06, Seller shall provide Purchaser with a Real Property Transfer Disclosure Statement concerning the subject property within three (3) business days after mutual acceptance of this agreement. Purchaser shall have ten (10) business days after receipt of said disclosure statement to accept or reject the

property based upon the disclosures made by Seller. If Purchaser rejects the property, Purchaser shall give written notice to Seller of the termination of this transaction, in which event this agreement shall be null, void and unenforceable, and the earnest money deposit shall be promptly refunded to Purchaser.

7. **HAZARDOUS SUBSTANCES:** Seller represents that Seller has not caused or permitted any substance, whether on or off the property, which may support a claim or cause of action, whether by a governmental body or agency, private party or individual, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (Superfund), the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Resource Conservation and Recovery Act of 1976, RCW 70.105B, et seq., or any other federal, state or environmental rule, regulation, ordinance or regulatory requirement, including any amendments thereto. For purposes of this paragraph, the definition of the terms "hazardous substances" and "releases" shall be those used in the Superfund Act, provided that the definition of the term "hazardous substance" shall include petroleum and related byproducts and hydrocarbons.

8. **"AS IS" PURCHASE:** Seller has not developed or otherwise used the Property since it was originally acquired and Purchaser has limited knowledge thereof. Purchaser acknowledges that Seller has requested Purchaser to inspect fully the Property and investigate all matters relevant thereto and to rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser. Purchaser acknowledges and agrees that it has been given a full opportunity to inspect and investigate every aspect of the Property, including all matters related to legal status or requirements, physical condition, and other matters of significance. Purchaser specifically acknowledges and agrees that the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the closing. Except for the statutory warranties included in the Statutory Warranty Deed delivered at closing, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, agent or representative acting or purporting to act on behalf of Seller as to any matters concerning the Property, including without limitation, the condition or repair of the Property, the existence of hazardous substances or as to any other fact or condition which has or might affect the Property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in the agreement and any exhibits hereto annexed, which alone fully and completely express their agreement, and that the agreement has been entered into with the parties satisfied with the opportunity afforded for full investigation.

9. **TITLE INSURANCE:** Seller shall furnish to Purchaser an ALTA standard form policy of title insurance, and, as soon as practical prior to closing, a preliminary commitment therefor issued by FIRST AMERICAN TITLE INSURANCE COMPANY, and Seller authorizes Closing Agent to apply as soon as practical for such title insurance. Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects noted in paragraph 4 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and all rights

of Purchaser terminated; PROVIDED, however, that Purchaser may waive defects and elect to purchase.

10. **TITLE CONVEYANCE:** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 4 and subject to any liens or encumbrances created by Purchaser.

11. **CONTINGENCY:** Condition of Title: This offer is contingent upon Purchaser's approval of the condition of title to the subject property. Purchaser shall have until ten (10) days after receipt of the preliminary commitment for title insurance to review the title report and give notice of the termination of this transaction if Purchaser objects to any exception to title. In the event any new exception to title is discovered or arises after issuance of the preliminary commitment for title insurance, Purchaser shall have until the end of the initial contingency period, or five (5) business days after receipt of notice of such exception, whichever is later, to give notice of the termination of this transaction if Purchaser objects to any new exception to title. Notwithstanding this contingency, all monetary encumbrances shall be cleared from title at closing, at Seller's expense, and Purchaser shall not be required to give notice of objection to any monetary encumbrances.

12. **CLOSING OF SALE:** This sale shall be closed at the office of FIRST AMERICAN TITLE INSURANCE COMPANY, Closing Agent, or at such licensed and bonded escrow company as Purchaser selects, within fifteen (15) days after mutual acceptance of this agreement, but in no event shall closing be later than December 23, 2021, (hereinafter the "closing deadline"). Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement. The date of closing shall be the date upon which all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

13. **CLOSING COSTS AND PRORATES:** Seller and Purchaser shall each pay one-half of escrow fee, if an escrow is used. Seller shall pay the owner's title insurance premium and real estate excise tax. Purchaser shall pay recording fees. Seller shall pay full year real estate taxes at or prior to closing, and Seller shall be entitled to any tax refund due to the sale property becoming tax exempt upon closing. All special assessments, assessments for utilities or other assessments upon the property shall be paid by Seller at closing.

14. **FIRPTA - TAX WITHHOLDING AT CLOSING.** The Closing Agent is instructed to prepare a certification (PSMLA Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

15. **POSSESSION:** Purchaser shall be entitled to possession on closing.

16. **DEFAULT:** In the event the Purchaser fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Purchasers shall be forfeited

to the Seller as the sole and exclusive remedy available to the Seller for such failure. In the event that either Purchaser, Seller, or real estate broker or agent shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and a reasonable attorney's fee.

17. **NOTICE:** If notice is given pursuant to this agreement, it shall be given to the parties by personal service, or by certified mail, postage prepaid, return receipt requested at the following addresses:

Seller's name and address:

BRAD M. SEBRANKE
4607 – 236th Place SE
Bothell, WA 98021

Email: bsebranke@gmail.com

Telephone No. 425-770-8507

Purchaser's name and address:

CITY OF STANWOOD
10220 - 270th Street NW
Stanwood, WA 98292

Email: Patricia.Love@ci.stanwood.wa.us

Telephone No. 360-454-5206

With copy to:

Nikki Thompson, City Attorney
Weed, Graafstra & Associates, Inc., P.S.
110 Cedar Avenue, Suite 102
Snohomish, WA 98290

Email: NikkiT@snohomishlaw.com

Telephone No. (360) 568-3119

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the second business day following the day such notice is mailed in accordance with this paragraph. Email addresses and telephone numbers are for contact purposes only and may not be used for notice.

18. **PATRIOT ACT COMPLIANCE / OFAC:** The Patriot Act prohibits anyone from dealing with a Prohibited Person as that term is defined by the Act. Purchaser and Seller represent and warrant, each to the other, that neither Seller nor Purchaser is a “Prohibited Person” as that term is defined by the Act and agree to indemnify and defend each other from all costs, claims, damages and expenses, including attorneys’ fees, incurred or suffered as a result of the inaccuracy or falsification of this mutual representation and warranty regarding the Patriot

Act. This agreement to indemnify and defend shall survive closing or termination of this contract.

Seller represents and warrants to Purchaser that Seller is not and shall not become a person or entity with whom Purchaser is restricted from doing business under any current or future regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current or future statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

19. **REPRESENTATION:** Seller acknowledges that WEED, GRAAFSTRA & ASSOCIATES, INC., P.S. is the City Attorney for the CITY OF STANWOOD and represents Purchaser in this transaction. Purchaser's attorney has drafted this Purchase and Sale Contract for the Purchaser as instructed by the Purchaser. The Purchaser's attorney has not and will not represent the Seller's interest in this transaction or render any advice to the Seller about this transaction. Seller is advised to consult with an attorney of his choosing if he desires any legal advice about this transaction or the documents involved.

20. **ENTIRE AGREEMENT; TIME; BINDING AGREEMENT; ASSIGNMENT:** This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This agreement is binding on the parties, their personal representatives and heirs. Purchaser shall not assign this agreement without the prior written consent of Seller.

21. **REAL ESTATE BROKER OR AGENT COMMISSIONS.** Purchaser represents to Seller that it has engaged no broker or real estate agent in connection with the negotiations leading to this Agreement. Seller shall be solely responsible for any fees to any broker or real estate agent in connection with the negotiations leading to this Agreement and shall indemnify and hold harmless the Purchaser from any such broker's fee or real estate commissions.

22. **RESERVATION OF POLICE POWER:** Notwithstanding anything to the contrary set forth herein, BRAD M. SEBRANKE understands and acknowledges that the CITY OF STANWOOD's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this agreement.

23. **CITY COUNCIL APPROVAL:** The Seller acknowledges that this agreement does not bind the CITY OF STANWOOD until the City Council approves this Real Estate Purchase and Sale Agreement and the Mayor executes the agreement.

24. **FACSIMILE / ELECTRONIC TRANSMISSION:** Facsimile transmission or electronic (email) transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. At the request of either party, or the closing agent, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

25. **COUNTERPARTS:** This agreement may be executed in several identical counterparts, each of which shall be deemed to be an original copy, all of which together shall constitute one agreement, binding upon all parties hereto, notwithstanding that all the parties shall not have signed the same counterparts.

26. **NO MERGER:** The terms, representations, warranties and attorney's fee provisions of this Contract shall not merge in the deed or other conveyance instrument transferring the property to Purchaser at closing. The terms, representations, warranties and attorney's fee provisions of this Contract shall survive closing.

27. **DEADLINE:** This agreement is void unless executed by Seller on or before 5:00 p.m. on Tuesday, December 7, 2021, and by Purchaser on or before 5:00 p.m. on December 10, 2021.

DATED this _____ day of December, 2021.

CITY OF STANWOOD, Purchaser

By _____
SID ROBERTS, Mayor

DATED this _____ day of December, 2021.

BRAD M. SEBRANKE, Seller

DATED this _____ day of December, 2021.

BRENDA L SEBRANKE, Seller



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: December 9, 2021

SUBJECT: Stanwood Camano Arts Advocacy Commission
Memorandum of Understanding

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: Exhibit A – Memorandum of Understanding
Exhibit B – Stanwood Camano Arts Advocacy Commission
On-Call Contract

PURPOSE

The purpose of this agenda item is for Council consideration of and adoption of a Memorandum of Understanding and associated on-call contract between the Stanwood Camano Arts Advocacy Commission and the City of Stanwood creating a partnership to implement future art projects.

BACKGROUND

Over the last 10 years the City has conceptualized economic development strategies to promote the vitality of Stanwood's business districts and neighborhoods. A substantial amount of community volunteer hours went into crafting a vision for Stanwood's future. These planning documents include the 2010 Economic Development Action Plan, 2012 SDAT Destiny by Design and 2015 Downtown Subarea Plan.

Using guidance from these plans, the City adopted the City Beautification Action Program in December of 2020. It consists of 6 key program elements:

- 72nd Avenue Gateway Signage and Landscaping
- Main Street Revitalization
- Downtown Gateway Features
- SR 532 Beautification
- Wayfinding Signage
- Public Art

One component of the City Beautification Action Program implementation is building a partnership with the local artist community. The Stanwood Camano Art Advocacy Commission (SCAAC), a non-profit 501(c)(3), has grown from a few local artists into a formal art group whose membership consists of local artists from Stanwood and Camano Island. SCAAC has an adopted mission, vision and strategic plan that follows four guiding

principles: (1) to Integrate Art into all aspects of community, (2) to support artists in our region, (3) to build strategic partnerships, and (4) encourage art education.

SCAAC has the skills and organizational structure to manage public art design and installation projects; this partnership is intended to facilitate efficient implementation of projects envisioned in the City Beautification Action Plan and/or other art projects.

ANALYSIS

SCAAC and the City wish to create a partnership which allows for the implementation of art projects. A memorandum of understanding between the City and SCAAC is the formal agreement that establishes this partnership.

The purpose of this partnership is to enrich the aesthetic and economic vitality of the community by integrating public art into city planning, services, design and infrastructure. This MOU does not define the type of art projects that may be contracted under this Agreement, but rather the process to define and manage future projects. Initially, the City envisions upcoming art projects could include street banners, sculptures, wayfinding signs, murals, event signage, and gateway features.

At the inception of public projects, the City should contact SCAAC to discuss the project and come up with ideas on how art can be incorporated into the project. SCAAC is under no obligation to take on the project and the City is not obligated to hire SCAAC or implement the actual art project. Basically, this MOU sets up a non-exclusive agreement between the City and SCAAC. If upon mutual agreement the parties wish to collaborate on the project, the City shall draft a project narrative and prepare a task order describing the project, budget, and schedule for completion. City Council approval of the task order may be required depending on the size of the project.

Below is a summary of the major elements of the MOU. The City Attorney has also reviewed and approved the document for signature by the Mayor if it is approved by the Council.

Term: 5 years unless extended or terminated.

Responsibilities:

City Responsibilities include identifying the art project; preparing the project narrative and budget; preparing task orders or contract agreements; the Economic Development Board will be the advisory review board; Council will have final approval of the project(s); and the City will be responsible for any permitting and potential installation.

SCAAC Responsibilities include all calls for artist proposals and criteria; collecting all proposals and meeting with the City to review submittals; present recommended art projects to the Economic Development Board and City Council; work directly with the artist to track and manage the design and production of the art piece(s);

pay the artists; provide regular updates on the project's progress; and submit the final art piece(s) to the City.

Artist Eligibility:

The MOU envisions three categories of art projects based on the dollar amount or type of the project:

1. Local: Small community-oriented projects intended to promote local history, special events, or small city beautification projects. Projects typically include, but are not limited to banners, murals, wayfinding features, decorative planters, benches, or small sculptures less than \$100,000.
 - Artist must live within the Stanwood-Camano zip code areas: 98292 and 98282.
 - Projects are open to professional, amateur and student artists.
 - Teams of artists are permitted.
 - Both new and experienced artists are encouraged to apply for projects.
2. Regional: Mid-sized projects intended to promote the City's business districts or celebrate regional community characteristics. Projects typically serve as gateway features and cost more than \$100,000.
 - Artists must live within the Snohomish County and / or Island County.
 - Projects are open to professional artists.
 - Teams of artists are permitted.
 - Artists must have completed a project within a similar budget, scale, and scope.
3. State or National: Large joint projects typically funded by more than one local, state or federal agency.
 - Artists must live within the United States of America.
 - Teams of artists are permitted.
 - Artists must have completed a project within a similar budget, scale, and scope.
 - Artists working in the field of public art with experience working on community projects.
 - Artists should have experience interacting with community outreach efforts.

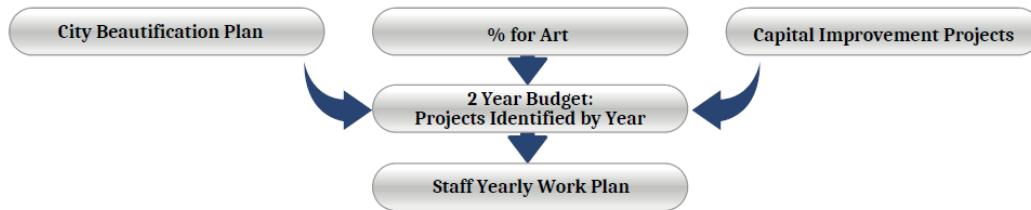
Budget: The amount of funding allocated to the art project varies by project. Payment type will be determined with each task order or contract. SCAAC will receive a stipend to manage the contract.

Termination: 30 days written notice by either party.

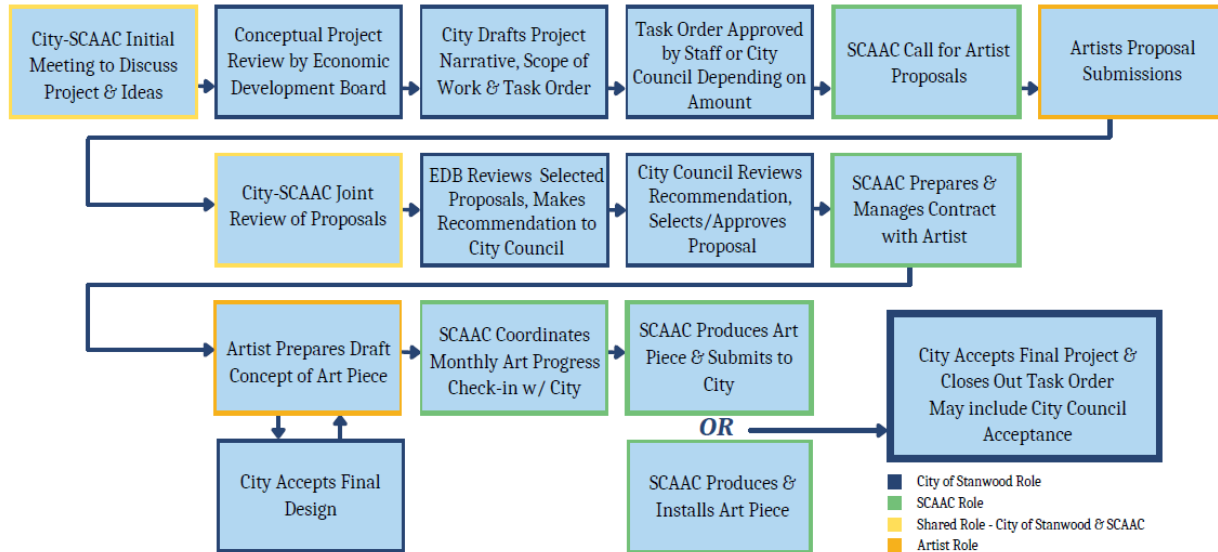
The flowchart below outlines the agreement process and roles / responsibilities of the City, SCAAC, and artists.



Art in Public Places-Project Identification



City of Stanwood/Stanwood Camano Art Advocacy Commission Partnership Process



Fiscal Impact			
The MOU does not affect the City budget but creates the framework for a project once it has been identified and budgeted. Projects will be identified in the biennial budget adopted by the City Council under the City Beautification Program, % for the Arts Program (future / pending) or a capital project. If a project arises that is not included in the City's adopted budget it would require approval by the City Council before it could proceed.			
Fund(s):	N/A		
Amount:	\$ N/A	Project Estimate: N/A	\$ N/A -
Budget Authorized	[] Yes [] No	Amendment Required	[] Yes [] No [] Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff has been working with SCAAC on the terms of the MOU for a few months. These have been productive meetings leading to this unique opportunity to partner with local artists in our community. Staff recommends approval the Memorandum of Understanding and associated on-call contract with SCAAC.

Committee/Board Recommendation:

The Community Development Board reviewed the proposed MOU on November 18, 2021 and while they support the MOU, they want to ensure that artists in Stanwood have the opportunity to compete for projects.

SCAAC confirmed that their group represents all artists from Stanwood and Camano. Several large artist groups from Stanwood represented include Stanwood Camano Arts Guild, Stanwood Historical Society, Stanwood House, and Roaming Artists, among others. Local artists include Mark Ellinger, Chaim Bezalel, Yonnah Ben-Levy, Judith Fernandes, Mark Ellinger and others.

In addition, in compliance with the MOU SCAAC will be required to advertise a “call of artists”; this means any artist in the Stanwood / Camano area can submit proposals for an art project regardless if they are affiliated with SCAAC.

As noted in this staff report, this MOU is a non-exclusive agreement. This means that if the opportunity arises, the city could enter into a similar agreement with another arts group who has the experience and skill set to manage art projects.

CITY COUNCIL OPTIONS

1. Review and approve the Memorandum of Understanding and associated on-call contract between the City of Stanwood and the Stanwood Camano Arts Advocacy Commission establishing a partnership for the purpose of implementing city sponsored art projects.
2. Request changes to the MOU and on-call contract prior to approving the MOU.
3. Do not approve the MOU or on-call contract at this time.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING AND ASSOCIATED ON-CALL CONTRACT BETWEEN THE CITY OF STANWOOD AND THE STANWOOD CAMANO ARTS ADVOCACY COMMISSION ESTABLISHING A PARTNERSHIP FOR THE PURPOSE OF IMPLEMENTING CITY SPONSORED ART PROJECTS.

Memorandum of Understanding
Between the City of Stanwood and
Stanwood Camano Arts Advocacy Commission

This Memorandum of Understanding
is entered into by the City of Stanwood (City) and the
Stanwood Camano Art Advocacy Commission (SCAAC)
for the Purpose of Establishing a Partnership
to Promote Art Projects in the City of Stanwood.

Recitals

WHEREAS, the City of Stanwood adopted Resolution 2020-14, City Beautification Action Plan, on December 10, 2020;

WHEREAS, the City Beautification Action Plan consists of 6 key program elements: 72nd Avenue Gateway Signage and Landscaping, Main Street Revitalization, Downtown Gateway Features, SR 532 Beautification, Wayfinding Signage, and Public Art;

WHEREAS, the City is also considering adopting a future Percent for the Arts Program which would be used to fund local public art projects;

WHEREAS, the City desires to work with local community artists and/or organizations on implementing projects funded under the City Beautification and Percent for the Arts programs;

WHEREAS, the Stanwood Camano Art Advocacy Commission, a non-profit 501(c)(3), has the skills and organizational structure to manage public art design and installation projects;

WHEREAS, the Stanwood Camano Art Advocacy Commission membership consists of art experts who can provide guidance on public art policies as part of the 2024 Comprehensive Plan update;

WHEREAS, this partnership is intended to facilitate the efficient implementation of public art projects in the community, but does not obligate the City nor the Stanwood Camano Art Advocacy Commission to specific projects; and

WHEREAS, a partnership between the City of Stanwood and the Stanwood Camano Art Advocacy Commission is in the public interest as arts programs, pieces and education are integral to building a healthy community and business environment; and

WHEREAS, the City of Stanwood and the Stanwood Camano Arts Advocacy Commission mutually wish to enter into a partnership to implement the public art component of the City Beautification Action Plan, the Percent for the Arts Ordinance, and to provide support to the city in adopting its public arts policies.

I. Purpose and Scope

The purpose of this partnership is to enrich the aesthetic and economic vitality of the community by integrating public art into city planning, services, design and infrastructure. This MOU does not define the type of art projects that may be contracted under this Agreement as art can take any shape, form, or medium including permanent or temporary art pieces, be located indoors or outdoors, be integrated into architecture or be standalone pieces. Initially, the City envisions upcoming art projects could include street banners, sculptures, wayfinding signs, murals, event signage, and gateway features.

At the inception of public projects, the City should contact SCAAC to discuss the project and come up with ideas on how art can be incorporated into the project. SCAAC is under no obligation to take on the project and the City is not obligated to hire SCAAC or implement the actual art project. If upon mutual agreement the parties wish to collaborate on the project, the City shall draft a project narrative and prepare a task order describing the project, budget, and schedule for completion. City Council approval of the task order may be required.

II. Background

The City of Stanwood, a coastal farming community, is located at the confluence of the Stillaguamish River, Port Susan Bay and Skagit Bay with beautiful natural areas, working farms, and a wide range of recreation opportunities. Stanwood functions as the town center for this diverse rural, suburban and urban population spreading across two counties in what is generally identified as “Greater Stanwood/ Camano.” It is the desire of the community to preserve its historic rural, small town character while still providing urban level of services to its citizenry.

Over the last 10 years the City has conceptualized economic development strategies to promote the vitality of Stanwood’s Mainstreet business districts and neighborhoods. A substantial amount of community volunteer hours went into crafting a vision for Stanwood’s future. These planning documents include the 2010 Economic Development Action Plan, 2012 SDAT Destiny by Design and 2015 Downtown Subarea Plan.

Using guidance from these plans, the City adopted the City Beautification Action Program. It consists of 6 key program elements:

- 72nd Avenue Gateway Signage and Landscaping
- Main Street Revitalization
- Downtown Gateway Features
- SR 532 Beautification
- Wayfinding Signage
- Public Art

The Stanwood Camano community is known as an artist community. Creating a partnership with SCAAC for implementation of the art component of the City Beautification Action Plan is a perfect public / private collaboration.

III. Effective Date and Term

This Agreement shall be effective on the date it is last signed by an authorized representative of each of the Parties and shall remain in effect for five (5) years unless extended or terminated in accordance with this Agreement.

IV. General Responsibilities of the Parties

A. City Responsibilities:

- 1) The City shall identify specific art related projects that fall under the scope of the City Beautification Action Plan, Percent for the Arts Program or other Capital Improvement Projects. SCAAC may suggest potential projects, but ultimately it is the City Council's authority to determine the types of projects funded.
- 2) The City shall establish the project budget in consultation with SCAAC to avoid project cost overruns.
- 3) The City shall prepare a Task Order for each art project approved under this Agreement. The Task Order will be executed between the City and SCAAC for the design, budget, schedule and production of the art piece(s) approved by the City Council.
- 4) The City shall prepare a project specific narrative, budget and schedule for each project funded under this Agreement. The narrative shall include at a minimum: project description, art goals, project location description, budget, artist eligibility. The final narrative shall be reviewed by the City Economic Development Board and approved by the Stanwood City Council.
- 5) The Economic Development Board shall be responsible for reviewing the conceptual art proposals prepared under this Agreement. They will then make a formal recommendation to the City Council to accept the design, modify the design or reject the design.
- 6) The City Council shall approve the conceptual art concept prior to issuance of the notice to proceed on the project.
- 7) City staff or the City Council shall approve the task order in accordance with the City's financial policies.
- 8) The City shall be responsible for any permitting associated with the art installation.
- 9) The City may install the art or subcontract installation as needed. The installation process shall be determined on a case-by-case basis depending on the type of project. The project specific narrative should include the intended installation or production method(s) and identify the responsible party.
- 10) At the conclusion of the project, city staff or City Council shall formally accept the project prior to the contract being closed in accordance with the city's financial policies.

B. SCAAC Responsibilities:

- 1) SCAAC shall enter into a standard on-call contract with the city for managing any mutually agreed upon art projects. Individual projects will be assigned through a task order process under the approved on-call contract.
- 2) SCAAC shall be responsible for all call for artist proposals and application materials consistent with the project narrative, budget and schedule provided by the City.
- 3) SCAAC shall provide a copy of the Call for Artist notification to the City for review and approval prior to issuance.

- 4) SCAAC shall prepare the criteria that will be used for the artist selection process based on the project narrative prepared by the City.
- 5) SCAAC shall collect all proposals and meet with the City to review submittals. Initial screening of the proposals may be conducted by SCAAC and a City representative to ensure the proposals meet the intent of the project narrative and project scope.
- 6) SCAAC shall present recommended art projects to the Economic Development Board at their regularly scheduled monthly meeting. The Board will review and make a recommendation to the Stanwood City Council.
- 7) SCAAC will present recommended art projects to the Stanwood City Council for final acceptance.
- 8) SCAAC will work directly with the artist(s) to track and manage the design and production of the art piece consistent with the City's budget and schedule. If time extensions or budget amendments are needed SCAAC will coordinate with the City on any proposed changes.
- 9) SCAAC shall provide regular updates to the city on the project's progress. Updates to the Economic Development Board may be required.
- 10) SCAAC shall submit the completed art piece(s) to the City for final acceptance.

Exhibit A shows outlines the general process for how a project is identified and implementation process.

V. Artist Eligibility

The City envisions three categories of art projects based on the dollar amount or type of the project: local, regional, and national/international. Below are the general qualifications an artist must meet to be eligible for a project.

1. Local: Small community-oriented projects intended to promote local history, special events, or small city beautification projects. Projects typically include, but are not limited to banners, murals, wayfinding features, decorative planters, benches, or small sculptures less than \$100,000.
 - Artist must live within the Stanwood-Camano zip code areas: 98292 and 98282.
 - Projects are open to professional, amateur and student artists.
 - Teams of artists are permitted.
 - Both new and experienced artists are encouraged to apply for projects.
2. Regional: Mid-sized projects intended to promote the City's business districts or celebrate regional community characteristics. Projects typically serve as gateway features and cost more than \$100,000.
 - Artists must live within the Snohomish County and / or Island County.
 - Projects are open to professional artists.
 - Teams of artists are permitted.
 - Artists must have completed a project within a similar budget, scale, and scope.
3. State or National: Large joint projects typically funded by more than one local, state or federal agency.
 - Artists must live within the United States of America.
 - Teams of artists are permitted.
 - Artists must have completed a project within a similar budget, scale, and scope.
 - Artists working in the field of public art with experience working on community projects.
 - Artists should have experience interacting with community outreach efforts.

VI. Budget and Payments

The amount of funding allocated to the art project varies by project. For instance, in a design-team project, the budget may include only the costs of artists' fees. In the commissioning of art, project costs may include the artist's fee, engineering, materials, fabrication, transportation, documentation, and oversight of installation but not actual installation costs. Costs for insurance, taxes, studio overhead, and miscellaneous items shall not be included in the project budget.

1. **Payment to Artists:** SCAAC shall be responsible for all payments to the artist(s). SCAAC shall submit an invoice to the City for payment as outlined in the project scope, fee and schedule. Payment options could include but is not limited to the following:
 - Payment in Phases: Initial Design, Final Design, Production
 - Payment in 2 Phases: 50% at start of project & 50% at final City acceptance of project
 - Payment in Lump Sum at end of project
 - In-Kind donations
 - Or any other option approved with the scope of work
2. **Payment to SCAAC for Project Management:** SCAAC shall act as the project management interface between the City and the artist(s) as described in Section IV(B), General Responsibilities of the Parties, and as outlined in Attachment A, Art Projects Work-Flow Diagram. In compensation for their project management responsibilities, SCAAC will be paid a stipend in the amount of 5% to 20% of the total project budget depending on the amount of work and complexity of the project. SCAAC shall prepare a fee and description of work justifying the project management fee at the time the project scope of work is being prepared. SCAAC shall submit an invoice to the City for payment for project management services per the approved scope of work for the specific project.

3. Legal Requirements

Both parties shall comply with all federal, state and local laws and regulations applicable to the work subject to future task orders issued under this Agreement. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of this Agreement and shall be grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part.

4. Public Disclosure Laws

The City and SCAAC each acknowledge, agree, and understand that the City is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and SCAAC's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.

5. Contacts

Notices to the City shall be sent to the following address:

City Administrator
City of Stanwood

10220 270th St NW
Stanwood, WA 98292

Notices to SCAAC shall be sent to the following address:
Executive Director
Care / Of: Community Foundation of Snohomish County
2823 Rockefeller Avenue
Everett, WA 98201
www.cf-sc.org

6. Amendments and Modification

This Agreement may be amended by mutual consent of the City and SCAAC. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and SCAAC.

7. Termination of Agreement

The City or SCAAC may terminate the Agreement by giving thirty (30) days written notice to the other party. In the event of termination and a project not yet completed under an approved task order, the City shall only be responsible to pay for all services satisfactorily performed under the terms of the original SCAAC contract and task order approved by the city.

8. Insurance

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

A. Minimum Scope of Insurance.

SCAAC shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. SCAAC shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:
1. SCAAC's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 2. SCAAC's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. SCAAC shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- F. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the same insurance requirements as stated herein for the Contractor.

Request for insurance waivers shall be submitted to the city for review at the time of project scoping. The request shall include a description of why the waiver is necessary and current available insurance coverage. The waiver request shall be reviewed by the City Attorney prior to approval by the City.

9. Venue

The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

10. Disputes

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

11. No Third-Party Beneficiaries; No Joint Venture

This Agreement is for the sole benefit of the City and SCAAC and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

City employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of the City of Stanwood.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties.

13. Severability

- A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. Filing

As provided by RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor, or, alternatively, posted on the website of each party.

15. Effective Date and Signature

The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2021.

CITY OF STANWOOD

STANWOOD CAMANO ARTS ADVOCACY COMMISSION

By _____
Sid Roberts, Mayor

By _____
Jason Dorsey, President
SCAAC Board of Directors

Attest:

David Hammond, City Clerk

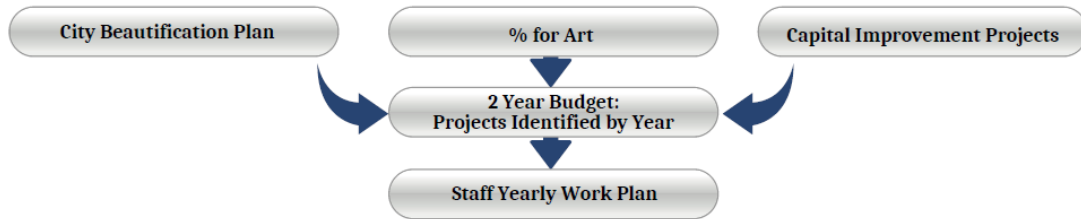
Approved to Form:

Brett Vinson, City Attorney

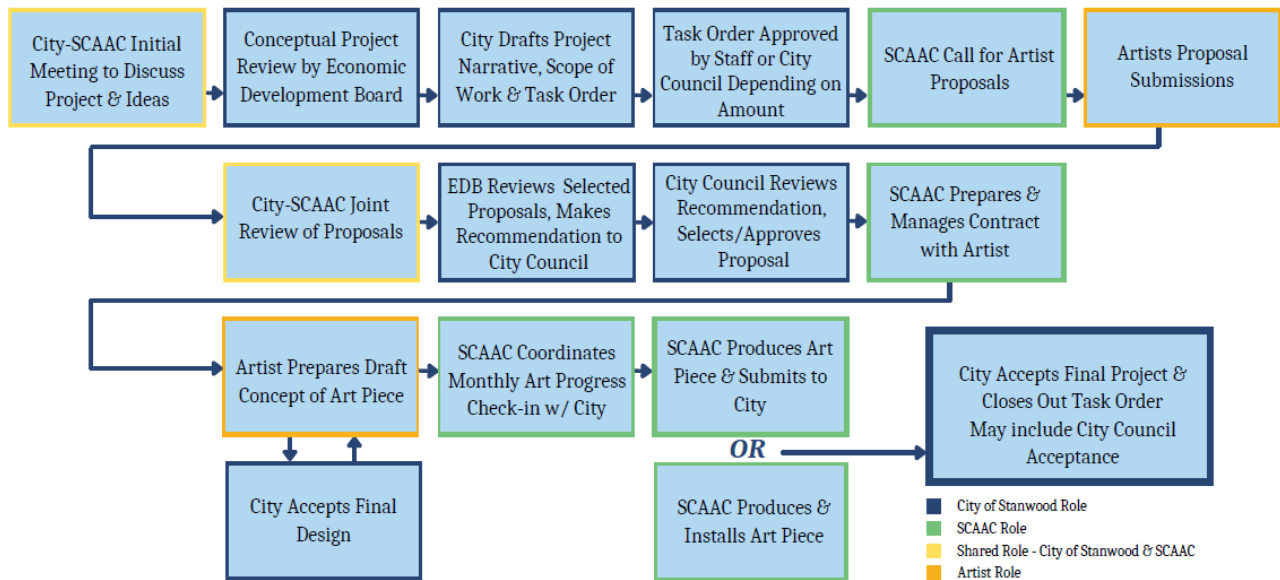
Exhibit A: Art Projects Work-Flow Diagram



Art in Public Places-Project Identification



City of Stanwood/Stanwood Camano Art Advocacy Commission Partnership Process



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD WASHINGTON
AND STANWOOD CAMANO ARTS ADVOCACY COMMISSION
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and the Stanwood Camano Arts Advocacy Commission, a Washington 501(c)(3) Non-Profit Organization ("Consultant") licensed to do business in Washington State.

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding contract services to implement local and regional art projects as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product

and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.3 TERM. The term of this Agreement shall commence on December 9, 2021 and shall terminate at midnight, December 31, 2026 (5 Years). The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**

The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. No Limitation

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

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

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by

the Workers' Compensation Act of Washington.

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

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

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

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

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

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

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

k. **Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

____ Artist will vary by project. _____

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in Exhibit B "Schedule of Rates and Charges" and as provided in this section. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

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

ARTICLE V. GENERAL

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

City Administrator
City of Stanwood
10220 270th St NW
Stanwood, WA 98292

Notices to the Consultant shall be sent to the following address:

Executive Director
Care / Of: Community Foundation of Snohomish County
2823 Rockefeller Avenue
Everett, WA 98201
www.cf-sc.org

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

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

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

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

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

V.5 **SEVERABILITY**

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

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

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of

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

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

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

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

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

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

DATED this 9th day of December 2021.

CITY OF STANWOOD

STANWOOD CAMANO ARTS ADVOCACY COMMISSION

By _____
Sid Robers, Mayor

By _____
Jason Dorsey, President
SCAAC Board of Directors

Approved as to form:
Approved City Form

Brett Vinson, City Attorney

Exhibit A
Scope of Services

Work under this on-call contract shall be subject to future task orders developed under the City of Stanwood / Stanwood Camano Art Advocacy Commission Memorandum of Understanding approved by the Stanwood City Council on December 9, 2021.

Exhibit B
Schedule of Rates and Charges

Rates and charges for work under this on-call contract will be established in future task orders developed under the City of Stanwood / Stanwood Camano Art Advocacy Commission Memorandum of Understanding approved by the Stanwood City Council on December 9, 2021.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: December 9, 2021

SUBJECT: City Beautification Project Year in Review & Banner Project

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: Exhibit A – Banner Project Narrative
Exhibit B – Year-In-Review: Designs and Pictures

PURPOSE

The purpose of this agenda item is to update the Council on the 2021 City Beautification projects and for Council consideration and approval of the City Banner Program.

PROJECT UPDATE

Over the last 10 years the City has conceptualized economic development strategies to promote the vitality of Stanwood's business districts and neighborhoods. A substantial amount of community volunteer hours went into crafting a vision for Stanwood's future. These planning documents include the 2010 Economic Development Action Plan, 2012 SDAT Destiny by Design and 2015 Downtown Subarea Plan.

Using guidance from these plans, the City adopted the City Beautification Action Program in December of 2020. It consists of 6 key program elements:

- 72nd Avenue Gateway Signage and Landscaping
- Main Street Revitalization
- Downtown Gateway Features
- SR 532 Beautification
- Wayfinding Signage
- Public Art

After Council approved the City Beautification Action Program, staff prepared a 2021 work plan based on the approved 2021 / 2022 Biennial Budget and Capital Improvement Plan (CIP) project list. The Economic Development Board was the recommending body for the City Beautification Project; they discussed the 2021 projects at six of their meetings this year. The Council Community Development Committee reviewed the projects at four of their meetings.

2021 City Beautification Projects

Project	Completion / Action Date	Comment
SR 532 Landscaping	November 2021	Landscaping Installed under Snow Goose Signs at 3 locations: SR 532 North and South side of 72 nd Avenue and at 92 nd Avenue.
72nd Avenue Entry Sign	November 2021	New landscaping Installed in front of existing City Entry Sign by the high school.
88th Avenue Arch	Preliminary Design: October 2021	Preliminary Design Complete; Obtaining Scope of Work for Engineering and Structural Design
Service Club Sign	Posts Installed November 2021	Poles Designed and Installed at 72 nd Avenue; We Are In The Process of Obtaining Service Club Logos
Wayfinding Signage	Public Parking Signs Installed Summer of 2021; Banner Program Pending	The Economic Development Board Prioritized City Banners as the Next Wayfinding Project
Main Street Revitalization Project	West End Business Meeting: October 2021 East End Business Meeting: September 2021	Concept Designs Prepared; Next Step is to Prepare Scope of Work for Preliminary Designs and Public Outreach.

This work included the coordination of many people. Krista Hintz prepared the public parking sign designs using the city's Snow Goose brand and Public Works installed the signs. Krista is also working with the service clubs to get their logos for the service club sign at 72nd Avenue. Public Works, under the direction of Trevor Harrison, installed all the landscaping under the Snow Goose signs. Our Engineering Tech, Alan Lytton, will be leading the engineering and structural design of the 88th Avenue Arch with Pace Engineering. This has truly been a team effort by your city staff. See Exhibit B for pictures and diagrams of landscaping and design concepts.

BANNER PROJECT

As part of wayfinding portion of the 2021 City Beautification project, the Economic Development Board has recommended that the city move forward with restarting the banner program. Attached is the Banner Narrative outlining the project requirements for banner art. This proposal allows for two type of banners: city sponsored seasonal

beautification and event sponsored banners. Events could include glass quest, art festivals, music in the park, or others.

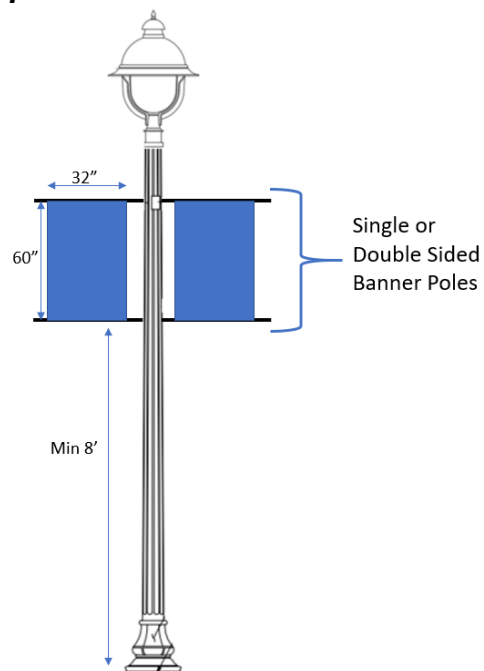
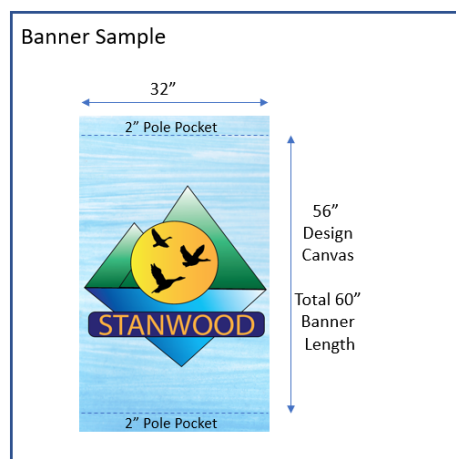
The project includes working with the Stanwood Camano Arts Advocacy Commission (SCAAC) to prepare two sets of seasonal banners: spring/summer theme and a fall theme. A winter / holiday theme is not proposed as the City puts up holiday decorations starting after Thanksgiving. Approval of the banner program will allow the City to move forward to contracting with SCAAC to commission the work, review and approve the designs, and have them installed by early to mid-spring.

The first phase of this work will be to install the banners in the downtown area on city owned poles. As part of the wayfinding element of the City Beautification Action Program, new city owned banner poles will need to be fabricated and installed in the west end historic district as well as uptown on 72nd Avenue.

If we find that sponsors of special events want to produce pole banners, staff will prepare a scheduling calendar where space will be allocated on a first-come / first-serve basis. Graphic designs for special events are also required to be reviewed by the Economic Development Board and approved by the City Council.

Banner Concept

Stanwood Pole Banner Size



Fiscal Impact			
All projects were designed and produced within the approved 2021 / 2022 Biennial Capital Budget: City Beautification.			
Fund(s):	595.30.63.49		
Amount:	\$ N/A	Project Estimate: N/A	\$ N/A -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff worked with the Economic Development Board in January to determine their priorities for the wayfinding component of the 2021 City Beautification projects. Their first priority was to install the public parking signs and their second priority is to have decorate banners installed in our business districts. Staff prepared the attached banner project narrative describing the type of banners, locations, themes, sizes, ownership, production, and approval process. The Banner Narrative has been vetted through the Stanwood Camano Arts Advocacy Commission, Economic Development Board, and the Council Community Development Committee. Staff recommends approval of the Banner Program and that we monitor program over the next year and make corrections as needed.

Committee/Board Recommendation:

The Economic Development Board reviewed the draft banner narrative in October and have forwarded their recommendation to approve the program. This recommendation was then forwarded to the Community Development Committee in November where they overwhelmingly supported the program. The Committee members were excited to see this program come together and support idea of installing banner poles in the uptown area on 72nd Avenue and additional poles in the west end historic district.

CITY COUNCIL OPTIONS

1. Review and approve the Banner Narrative and to begin working with the Stanwood Camano Arts Advocacy Commission to initiate a call for artists with the intent to install the spring/summer themed banners by early to mid-spring.
2. Request changes to the Banner Project Narrative prior to initiating the banner project.
3. Do not approve the banner project at this time.

PROPOSED MOTION

MOTION TO ACCEPT THE BANNER PROJECT NARRATIVE AND DIRECT STAFF TO INITIATE THE PROGRAM WITH THE INTENT TO INSTALL THE SPRING/SUMMER THEMED BANNERS BY EARLY TO MID-SPRING.



City Beautification Action Plan City Banner Project Narrative

INTRODUCTION:

Over the last 10 years the City has adopted several economic development strategies to promote the vitality of Stanwood's Main Street business districts and neighborhoods. A substantial amount of community volunteer effort went into crafting a vision for Stanwood's future. Using guidance from this work, the City Council adopted the City Beautification Action Plan via Resolution 2020-14 on December 10, 2020.

This City Beautification Action Plan sets in motion a 6-year investment program that celebrates the beauty of our City by making investments in our businesses, local aesthetics, and infrastructure. It consists of 6 key program elements:

- 72nd Avenue Gateway Signage and Landscaping
- Main Street Revitalization
- Downtown Gateway Features
- SR 532 Beautification
- Wayfinding Signage
- Public Art

WAYFINDING SIGNAGE:

One element of the City Beautification Action Plan is *Wayfinding Signage* which includes continued implementation of the Snow Goose wayfinding signage program. The Wayfinding Element of the program includes design and installation of decorative / seasonal banners in the downtown and uptown districts. The City anticipates that the banner project be designed and implemented according to the following project guidelines.

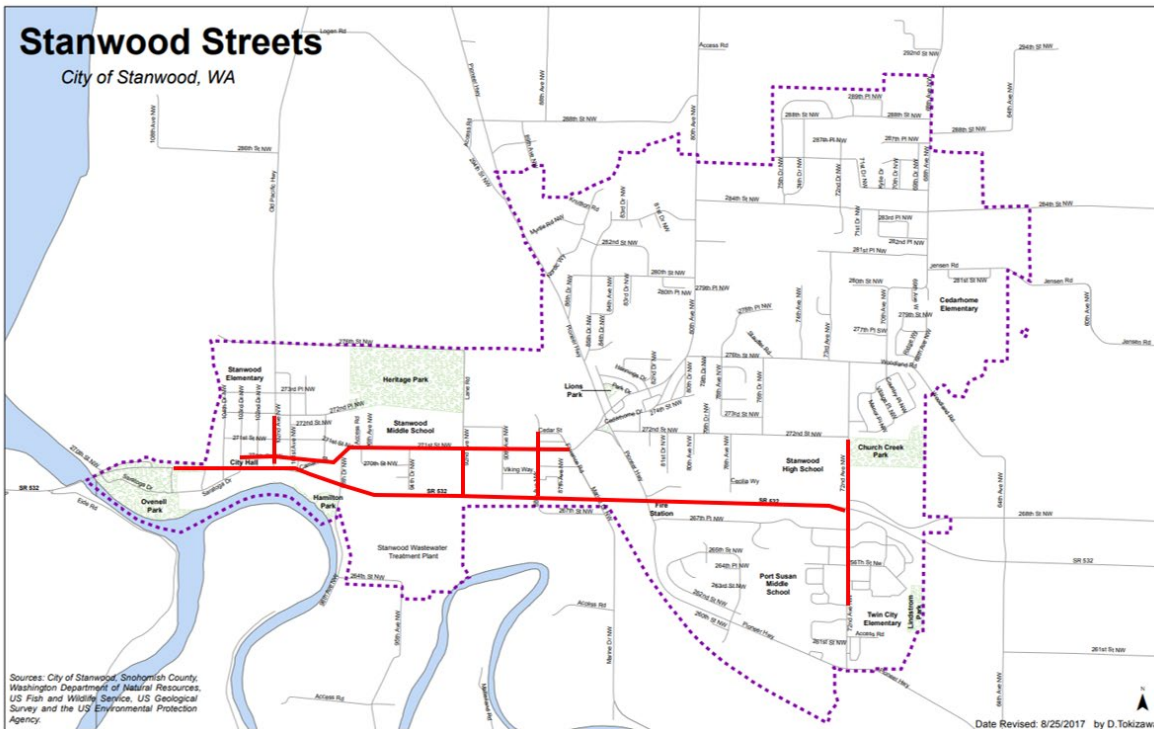
Project Vision:

Increase the visibility and beauty of the community to residents and local travelers by installing decorative and seasonal banners strategically placed along major thoroughfares such as SR 532, 72nd Avenue, 88th Avenue, 92nd Avenue, 102nd Avenue and 271st Street. Banners are intended to add color and excitement to the City's commercial areas as well as also aiding in promoting special events.





Banner Thoroughfares:



The banner program shall not be used for commercial advertising, display of personal messages, or to promote political and/or religious organizations, messages, or issues. The City reserves the right to determine whether a banner is eligible for placement on a City street pole under these guidelines.

Aesthetics:

Banners are intended to be observed from a distance by both pedestrians and motorists. It is strongly recommended that the designs be bold and simple. Messages should be kept to a minimum, promote a season or special event without adding specific dates in order to reuse banners in future years. The City anticipates two types of banners:

- City sponsored seasonal or community banners
- Special event banners paid by sponsors

In cases where banners are used to promote special events, a sponsorship credit may be incorporated in the banner design. No telephone numbers or similar forms of advertising are permitted, however a logo which includes the sponsor's name can be used. The focus, however, should be on the event and not the sponsor.





Banner Locations & Quantity:

The City anticipates that the city sponsored banners will be changed out seasonally: approximately four times per year. If the special event banners are proposed by event sponsors, the banners may be changed out more frequently. Special event banners should be located near the event location and hung on the poles at least three weeks in advance of the event. Event sponsors may be charged a fee to cover the cost of staff time needed to install the banners.

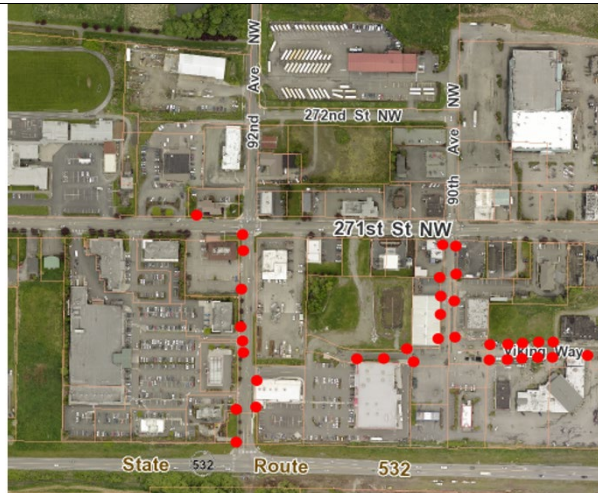
West End Banner Locations:

There is a total of 4 existing banner locations; however, an additional 6 banner pole locations are being planned.



Center District Banner Locations:

A total of 34 pole locations are available in the Center District. However, banners should be spaced out to not overwhelm the streetscape. Banners should be strategically placed at driveway entrances and at key intersections.





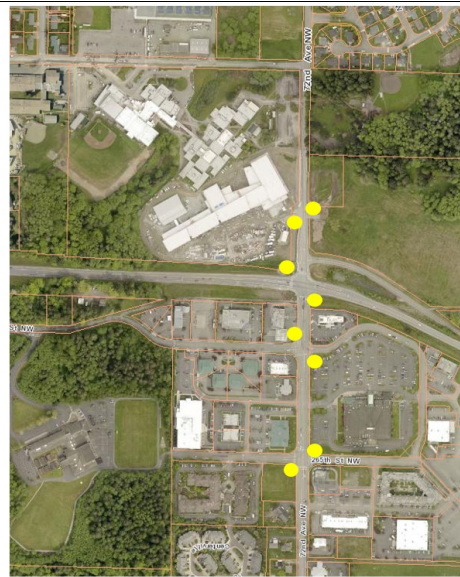
East End Banner Locations:

A total of 21 pole locations are available in the Center District. However, banners should be spaced out to not overwhelm the streetscape. Banners should be strategically placed at driveway entrances and at key intersections.



Uptown Banner Locations:

The City currently does not have any city owned poles in the Uptown area. However, if new City poles are installed or the city installs banner poles, they should be located as shown with the yellow dots for a total of 8 pole locations.





SR 532 Banner Locations:

The City of Stanwood must obtain approval from the Washington Department of Transportation to allow the installation of banner on WSDOT right-of-way or streetlight poles. If approval can be obtained, banners should be located at the following key intersections: 72nd Avenue, 88th Avenue, 92nd Avenue and 102nd Avenue.

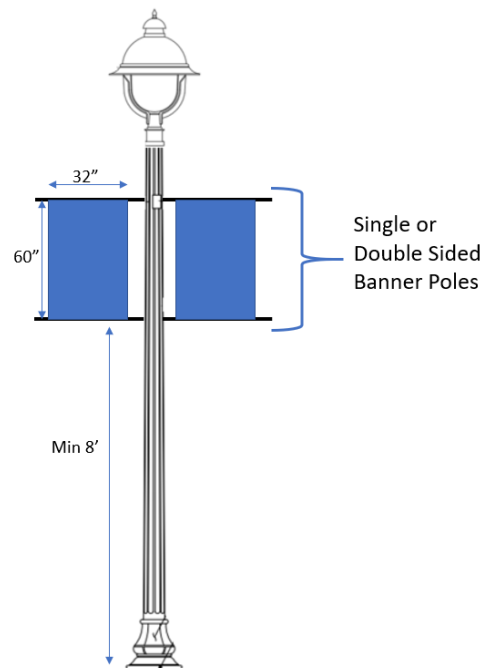
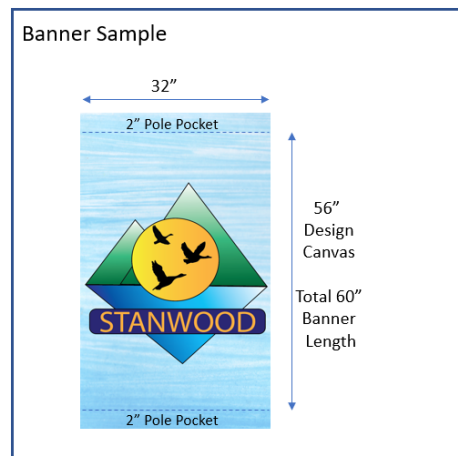
Themes and Locations:

As noted above, the City has five general districts for banners: West End, Center District, East End, Uptown and SR 532. Banner designs may be different in each of the general district locations or may include a variety of designs within a district, however they should all be consistent with a common theme such as seasons or special event promotions.

Size:

Typical banner size is 32" in width and 60" in height after fabrication. A 2 inch in loop hem must be sewn in the top and bottom of the banners for threading on the banner arms. The banners shall be double faced and be constructed of weather resistant materials.

Stanwood Pole Banner Size





Banner Production:

Banners will be produced by those managing the special event(s) or by those contracted by the City to prepare the city sponsored banners. Sponsors will work with the City to determine the number of banners, identify banner locations, and the installation schedule. All banners shall be delivered to the City two weeks prior to the day they are scheduled to be installed. A fee may be charged for the cost of city staff to hang the banners.

Banner Art Ownership:

- **City Sponsored Banners:** The art and graphics associated with city sponsored or owned banners shall be the property of the City of Stanwood. If the banners become damaged or in need of replacement the City shall have full rights to reproduce the graphics and replace the banners. The City shall also have the right to use the image(s) on the City's website as needed to promote or celebrate seasonal changes or city sponsored events. Artist shall also retain the right to use their designs as desired for other purposes that do not conflict with the City's banner program.
- **Special Event Sponsored Banners:** The art and graphics used on banners prepared for special events shall be owned by those sponsoring the event. If the event sponsors wish to have their event listed on the city website or the Discover Stanwood Camano website, use of the banner designs shall be provided to the city at no cost.

Banner Review Process:

The City of Stanwood will work with the Stanwood Camano Arts Association Commission (SCAAC) to prepare city sponsored banner designs. This may include a call for artists to present design concepts. For special event banners, the sponsor of the event shall submit their designs to the City of Stanwood for review.

Banner submittal requests shall include a written description of the banner, its intended audience (seasonal, decorative, or special event), a graphic of the proposed design, and dates for when the banners will be installed. If there are conflicts with banner dates, the City of Stanwood shall have priority and then second priority shall be ranked on first come – first served basis.

The Economic Development Board is responsible for reviewing the banner designs. They will then make a formal recommendation to the City Council to accept the design, modify the design or reject the design. Staff will then forward that recommendation to the City Council for final approval. Once approved, the banners can be manufactured.





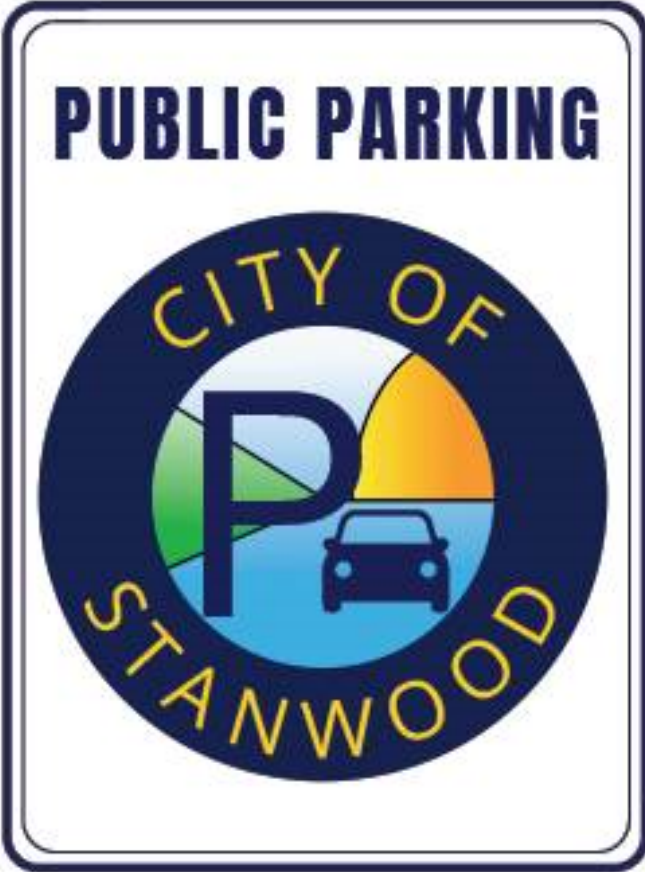
The Community Development Department shall prepare a banner application form with submittal requirements and any associated fees.



City Parking Signs

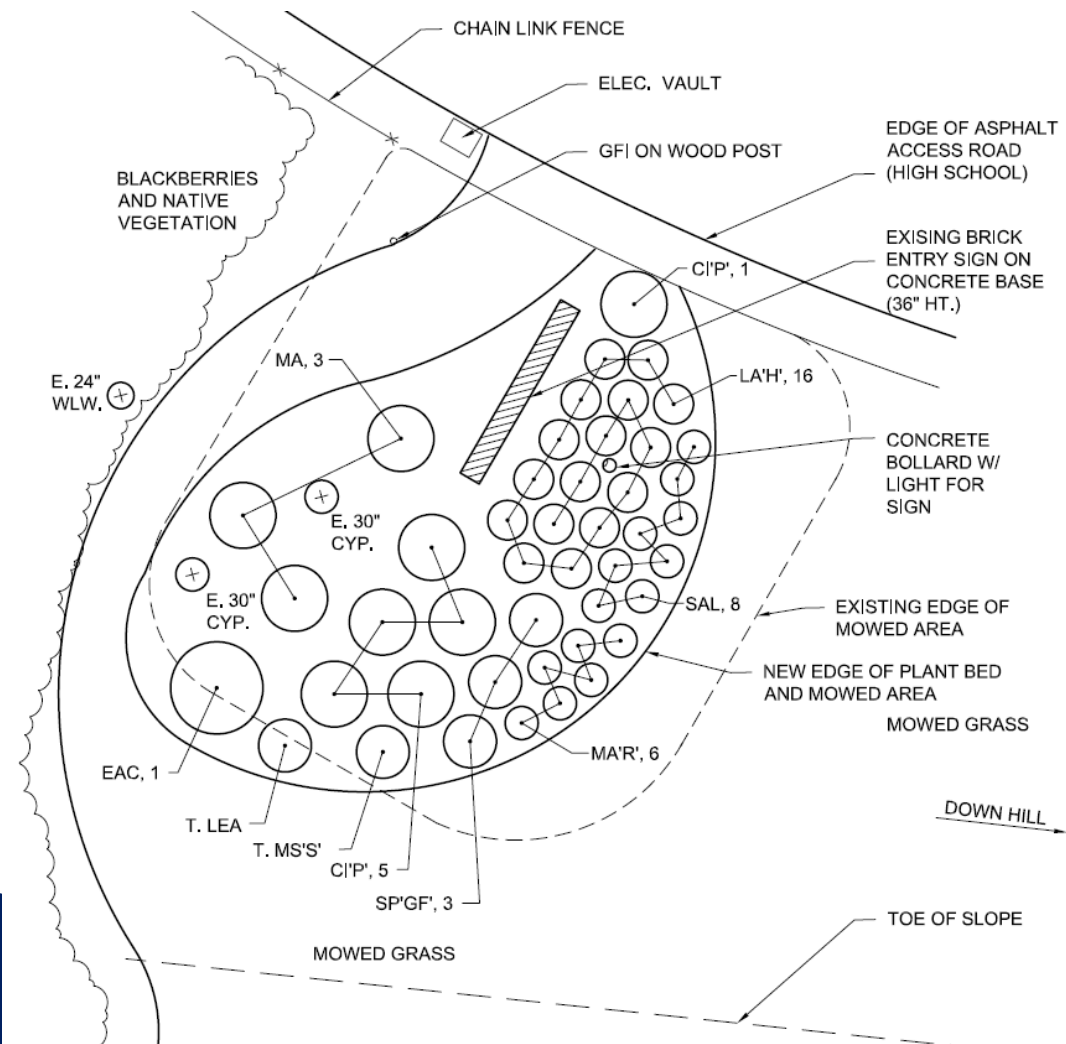
Directional and Parking Lot Signs

EXHIBIT B



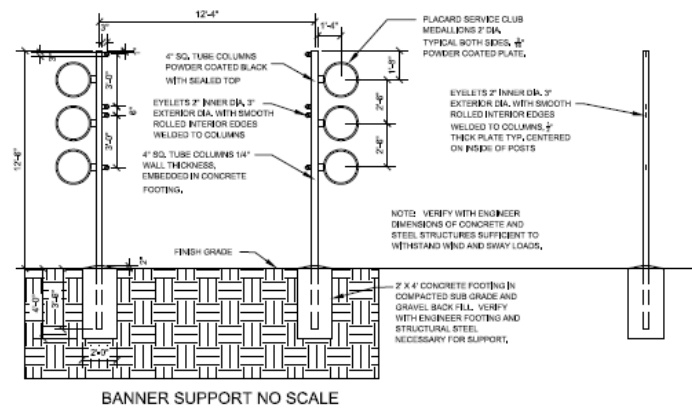
SR 532 Landscaping Project

City Entrance Sign by High School

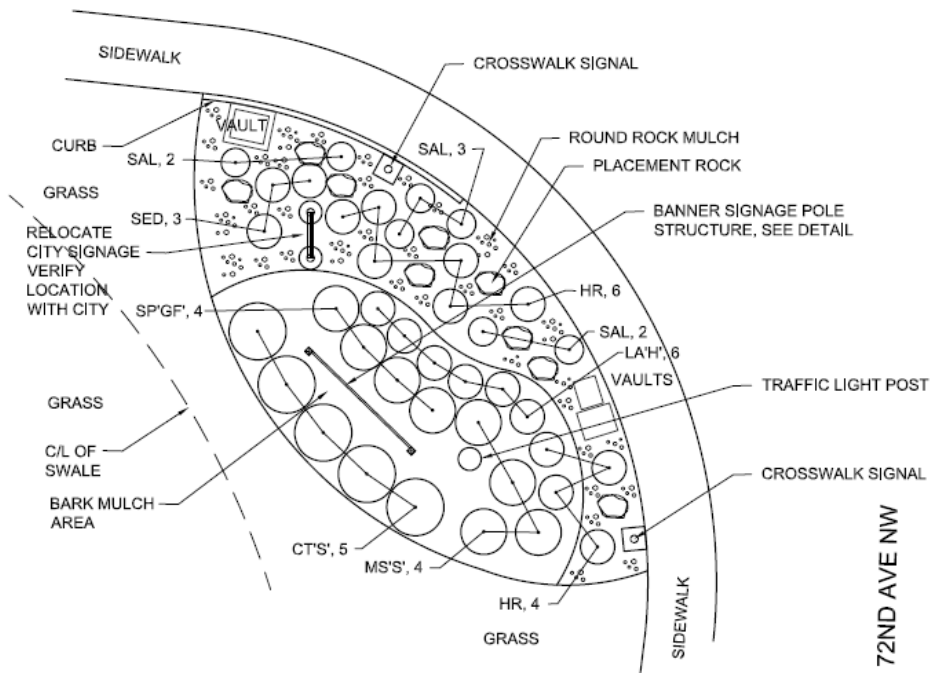


SR 532 Landscaping Project

72nd Avenue by Farmers Cafe



SR 532



East End Gateway – 88th Avenue Arch

Northern Looking View: Welcome to Stanwood



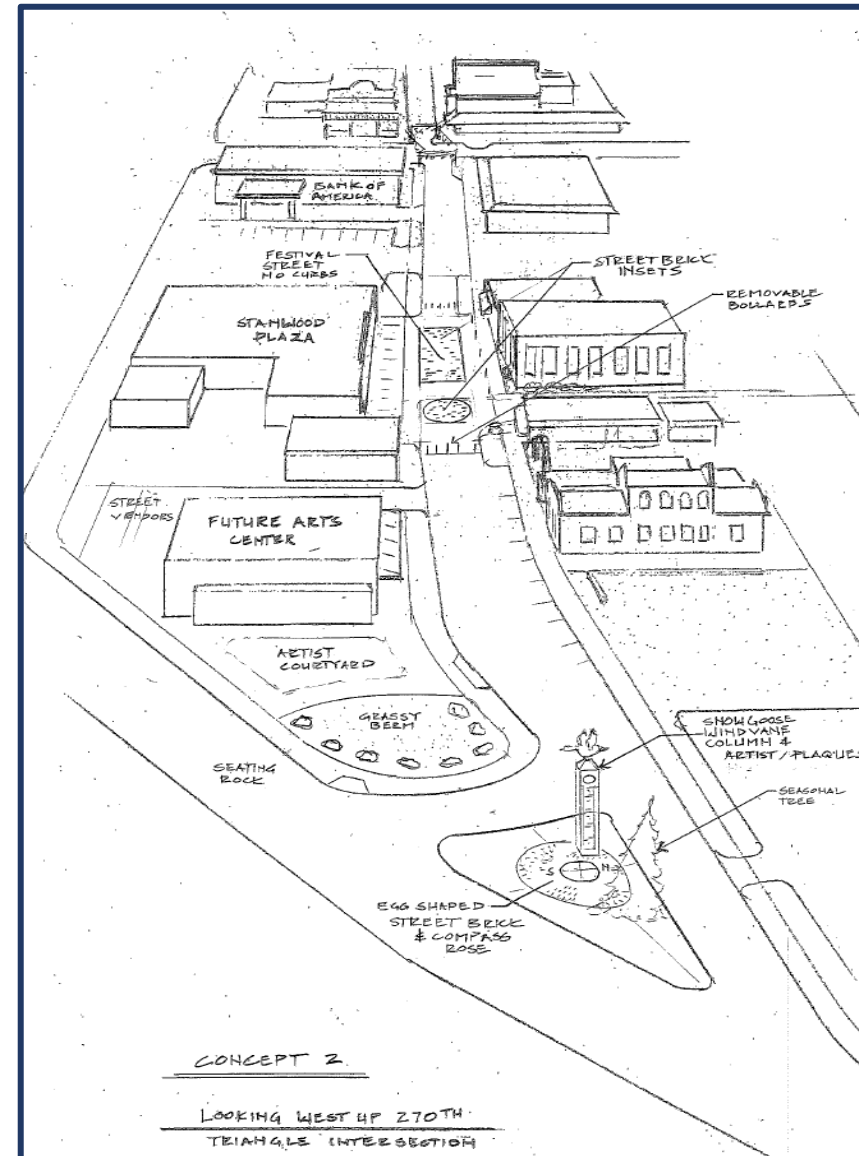
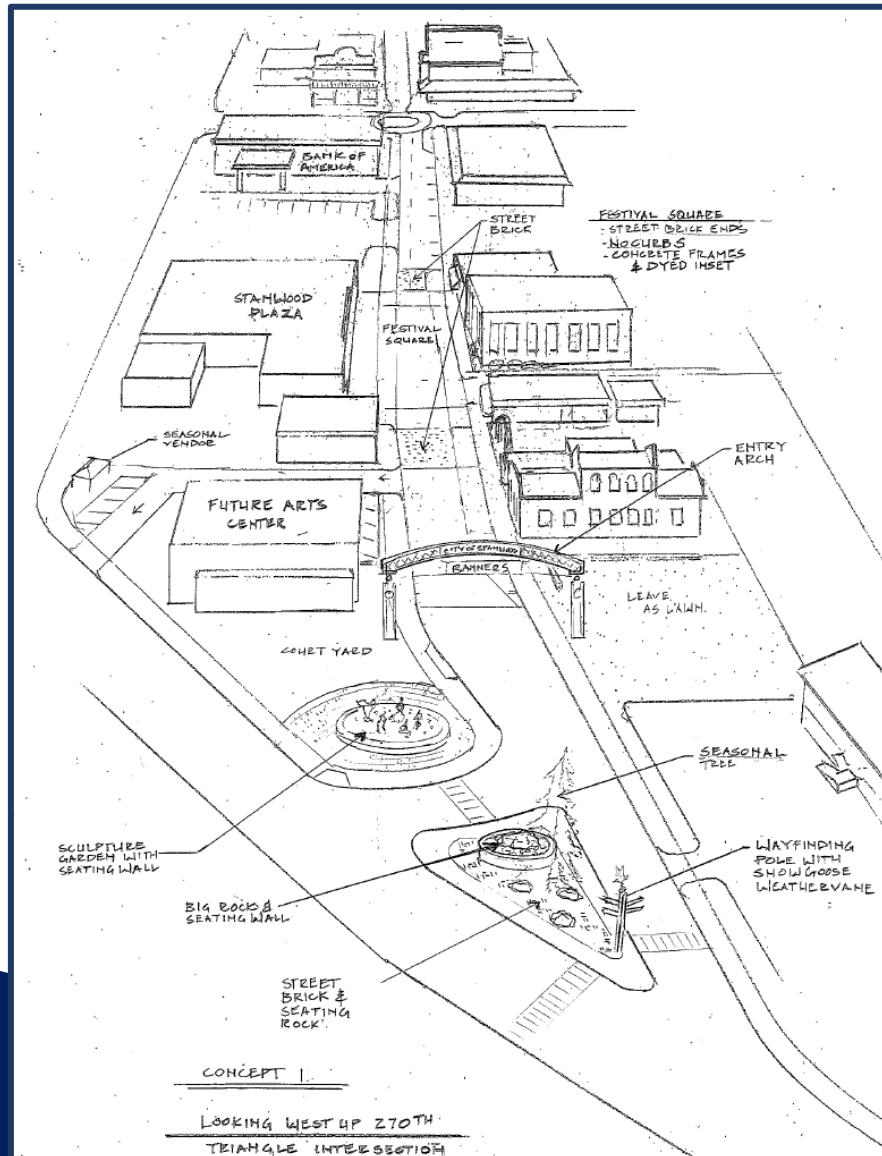
Southern Looking View: City of Stanwood



Gateway Features:

- Located at New Viking Way Intersection
- Mesh Arch Design
- Art Panels on Front and Back Celebrating Stanwood History, Parks, or Culture
- Inside Panels – Art Feature or Plain
- Option to Add Banners

West End Gateway Concepts





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9c

DATE: December 9, 2021

SUBJECT: North County Regional Fire Authority Interlocal Agreement

CONTACT PERSON: John Cermak, Fire Chief
Patricia Love, Community Development Director

ATTACHMENTS: Exhibit A – North County Regional Fire Authority Interlocal Agreement
Exhibit B – ILA Cost Analysis Spreadsheets

PURPOSE

The purpose of this agenda item is for Council consideration of an amendment to the North County Regional Fire Authority Interlocal Agreement with the City of Stanwood.

BACKGROUND

The City of Stanwood annexed into the North County Regional Fire Authority by a vote of its residents on January 1, 2019. As part of that annexation the City and North County Regional Fire Authority entered into an Interlocal Agreement (ILA) addressing the continuation of fire services and cost of those services. The original ILA scope of services and payment schedule was drafted based on educated guesses applying past history and anticipated need. Two years have passed with both the City and the Fire Authority jointly working under the umbrella of the ILA and staff, from both are agencies, is recommending that the ILA be updated to reflect additional service needs and to accurately reflect the cost of those services.

ANALYSIS

The purpose of the current ILA is to provide needed fire services to the City beyond general fire and emergency aid to the residents of Stanwood. These services include: Fire Marshal services, fire prevention / investigations and emergency management services as described below.

- Fire Marshal Services: Provides fire permit plan review, inspection and code enforcement services; the Fire Marshal is also a member of the City's land use permitting team which includes planning, building, engineering and fire.
- Fire Prevention and Investigation Services: The Fire Marshal and ladder crew conduct yearly fire safety inspections of local businesses, conducts fire safety education, is an active partner at city events (Touch a Truck, National Night Out and other special events) and participates as a member of the City's Management Team.
- Emergency Management Services: Manages the Emergency Operations Center (EOC) for the City of Stanwood. Its operations are headquartered at Fire Station 99 on the corner of SR 532 and Pioneer Highway.

The proposed ILA amendments are intended to clarify ambiguities in the document, add fire permit review / inspection services and update the payment schedule with current costs. In

addition to the proposed ILA changes, an associated amendment to the City's fee resolution is needed to reflect current hourly rates for fire employees and changes to the fire permit fees. With the exception of minor grammatical edits, major changes to the ILA (Exhibit A) are shown in "strike-out / bold – underline" format to clearly reflect the proposed amendments.

Draft 2022 City / North County Regional Fire Authority ILA Amendments

ILA Section	Proposed Amendment
Sections 1 & 3:	Added references to Emergency Management to reflect all services provided under the ILA.
Section 2:	Updated the term of the agreement to run through January 1, 2029 in keeping with the 8-year review cycle.
Section 7:	Changed the payment method from lump sum to hourly to reflect the new rate changes and updated cost of services estimate as noted in Exhibit B.
Section 10:	Added fire permit plan review and inspection services. Currently the City's Building Official does these duties with the support of the fire department. Not all Building Officials have the credentials to perform fire plan review and inspection work. With this amendment, the City will always have qualified personnel to do this work and formalizes that North County Regional Fire Authority acts as the Fire Marshal on behalf of the City.
Section 14.3:	New legal indemnification language added to the ILA.
Section 16:	Change the administrator of the ILA from the Mayor to City Administrator. The Mayor will continue to be involved with the City / Fire operations and coordination, but this amendment gives the City Administrator oversight of the day-to-day administration of the ILA.
Signature Block:	Adds new Fire Commissioners and Stanwood City Mayor.
Exhibit :A	Adds fire permit review (subsection C) and inspection (subsection E) to the scope of services provided by the Fire Authority.
Exhibit B:	Update the rate structure to reflect 2022 labor rates.
Exhibit B:	Updated the not to exceed payment amount by the City to the Authority reflecting actual cost of services.
Exhibit B:	Add the fire engine/ ladder truck on a 15-year replacement schedule to the capital costs related to fleet management (Note 4).

While the cost of services shows an increase over the 2019 ILA, the benefits of partnering with the North County Fire Authority outweighs the cost of services.

- The City receives professional fire services without funding an entire fire department
- The Fire Authority provides public education to the community
- The City benefits from having backup fire plan reviewer
- The management and maintenance of a dedicated Emergency Operations Center

- Emergency management participation in local and regional training events/drills

Fiscal Impact

The 2019 ILA provided for a lump sum payment of \$43,713 per year for fire marshal / investigation services and emergency management. As mentioned above, this fee was based on an estimate at the time of the Fire Authority annexation. The City and Fire Authority now have two years of service data that more accurately reflects the true cost of services. Exhibit B and the summary table below detail the true cost of services the City receives from the Fire Authority. This amendment includes a recommendation to increase the payment for services to \$95,000 a year (rounded up) exclusive of the pass-through permit fees due to the variability of permits on a yearly basis. The proposed increase will be included in the 2022 budget amendment and reflected in the 2023 /2024 bi-annual budget.

2022 Estimated Cost of Services:

Fire Service	Estimated Cost of Service	Funding Source
Fire Permit Review and Inspections	\$ 23,000	Pass-Through Permit Fees
Fire Prevention	\$ 63,500	City: General Fund
Emergency Management	\$ 14,000	City: General Fund
Yearly Business Inspections	\$ 16,000	City: General Fund & \$10.00 Business License Fee
Total:	\$ 116,500	

These tables reflect the true cost of services based on the number of fire permits reviewed over the last three years and the number of business inspections performed by the Fire Authority over the last two years.

Starting with the true cost of services, this table subtracts out the pass-through fees that are paid by development and businesses to the City to determine the increased cost on the city's budget.

The City will need to budget \$90,000 to cover the scope of services in the ILA. This reflects an increase of approximately \$46,000 a year from the 2019 ILA.

Additional Cost of Services on City Budget:

Fire Service	Cost	Comment
2022 Cost Estimate	\$ 116,500	Cost of ILA Services
Subtract Fire Permit and Inspection Fee Revenue	\$ (23,000)	Pass-Through Permit Fees
Subtract Business License Fee Revenue	\$ (3,720)	Business License Fee of \$50.00 Includes a \$10.00 fee for Yearly Fire Inspections
Subtotal:	\$ 89,780	Yearly Cost of Services After Pass-Through Fees
Subtract 2019 Fire Agreement Cost of Services	\$ (43,713)	2019 ILA Agreement
Difference between 2019 and 2022 ILA:	\$ 46,067	2022 Increased Cost of Fire Services on City General Fund Budget

Fund(s):	522.22.49.03		
Amount:	\$116,000 / Year	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☒ No	Amendment Required	☒ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends approval of the Interlocal Agreement for continuation of fire services to the City of Stanwood by the North County Regional Fire Authority.

Committee/Board Recommendation:

The Community Development Committee reviewed the ILA and proposed permit fee structure on November 18, 2021 and unanimously supported the proposed changes to the Fire ILA. The Committee specifically noted how the Fire Authority goes above and beyond to support our community and that the ILA is a good value for the city.

The Public Safety Committee reviewed the ILA and proposed permit fee structure on November 22, 2021. They indicated their support for the proposed changes to the Fire ILA and fee changes.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the Interlocal Agreement with the North County Regional Fire Authority for on-going Fire Marshal, Fire Prevention and Emergency Management Services.
2. Direct staff to make changes to the Interlocal Agreement with the North County Regional Fire Authority.
3. Do not accept the proposed Interlocal Agreement amendments at this time.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH THE NORTH COUNTY REGIONAL FIRE AUTHORITY FOR ON-GOING FIRE MARSHAL, FIRE PREVENTION AND EMERGENCY MANAGEMENT SERVICES.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND EMERGENCY
MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF STANWOOD

**INTERLOCAL AGREEMENT
BETWEEN
NORTH COUNTY REGIONAL FIRE AUTHORITY AND THE
CITY OF STANWOOD
FOR FIRE MARSHAL/INVESTIGATION SERVICES AND
EMERGENCY MANAGEMENT**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between **NORTH COUNTY REGIONAL FIRE AUTHORITY**, a Washington municipal corporation (the "Authority") and the **CITY OF STANWOOD** a Washington city (the "City") on this January 1, 2022.

WHEREAS, the City is annexed into the Authority effective January 1, 2019; and

WHEREAS, the City and Authority entered into an Interlocal Agreement (ILA) for fire marshal, investigative services and emergency services effective January 1, 2019; and

WHEREAS, in accordance with Section 24, Amendments, the Parties mutually desire to update the ILA to clarify services and update service charges; and

WHEREAS, the Authority and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public in an efficient manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to ensure high quality and uninterrupted fire marshal **and emergency management** services to the residents of the City during the term of this Agreement.
2. **Term.** This Agreement shall commence on January 1, 2022 or on the date that this Agreement is filed with the County Auditor or posted on either party's website, whichever is later (the "Effective Date") and will continue until terminated as provided herein. Either party may terminate this Agreement for any reason upon not less than twenty-four (24) month's advance written notice; provided, however, that neither party shall issue notice of termination prior to January 1, ~~2028~~ **2029**.

2.1 **Termination by Authority for Cause.** The Authority may also terminate this Agreement upon thirty (30) days' notice if the City fails to pay an undisputed Contract Payment installment within ninety (90) days of its due date and fails to cure the failure to pay prior to the termination date stated in the notice.

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND EMERGENCY
MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF STANWOOD

2.2 Termination by the City for Cause. If the Authority is in material breach of any term or condition herein, the City may provide the Authority with a written notice describing the default in detail. The Authority shall cure such breach within ninety (90) days after receipt of such notice and shall confer with the City on the steps being taken; provided, however, that the time for cure shall be extended if the default cannot be cured within ninety (90) days and the Authority is making a good faith effort to cure such default in a timely manner. If the Authority fails to timely cure the default as provided in this section, the City may issue written notice of termination which shall take effect not less than thirty (30) days following such notice.

3. **Services.** During the term of this Agreement, the Authority agrees to provide those fire marshal and emergency management services identified in Exhibit A hereto (the "Services") within the boundaries of the City, as those boundaries may be adjusted in the future. **This is not an exclusive agreement and the City reserves the right to provide its own Fire Marshal services if city staff have the appropriate skills and certifications.**
4. **Level of Service.** The Services shall be provided in such a manner as to maintain the existing levels of service provided by the Authority immediately prior to the Effective Date until or unless a revised scope of services is mutually agreed upon in an amendment to this Agreement in accordance with Section 24 below.

4.1 The Services shall be administered in the interest of the City and shall be performed in a professional and competent manner pursuant to and within the timelines required of the City's Municipal Code (the "Code"), City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of the Services. It is recognized by both parties that there are exceptions that will impact turnaround times that shall be taken into consideration in determining compliance with this section of the Agreement.

4.2 In the event the City, for any reason, determined that it is in the interest of the City to change the defined Level of Service, the Contract Payment shall be adjusted in accordance with Exhibit B. Any modification to the Level of Service shall be stated in a written amendment to this Agreement specifying the modifications to the Level of Service and the changes to the Contract Payment. In the event substantial volume increases affect the ability of the Authority to meet the defined Level of Service, the parties agree to collaborate in the public interest to address adjustments in the Contract Payment necessary to satisfy the Level of Service or to make changes to the Level of Service on

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND EMERGENCY
MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF STANWOOD

mutually agreeable terms; provided, that no adjustment to the Contract Payment or change to the Level of Service shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below.

4.3 Designees from each party shall meet on a regular basis at the request of the either party, to discuss the Level of Service, the Contract Payment and any other issues arising out of the performance of this Agreement.

5. Personnel, Equipment and Office Space

5.1 The Authority shall be solely responsible for establishing and supplying all staffing (the "Assigned Authority Personnel") and all equipment necessary to provide the Services, except for any equipment which the City is expressly required herein to provide.

5.2 The City shall provide the Assigned Authority Personnel with access to permit files and other City records reasonably necessary for the Authority to provide the Services.

6. City Fees, Billing and Collection. The City may continue to impose and charge fees related to fire prevention services. The City shall collect and shall be entitled to retain all such fees that are collected. Billing and collection services associated with the City's fees shall be solely performed by City staff.

7. Contract Payment. Beginning ~~August 1, 2021~~ January 1, 2022, the City shall, in consideration of the Services, pay the Authority on ~~an annual sum~~ a per hour basis (the "Contract Payment") in accordance with Exhibit B. Exhibit B is designed to set forth an estimated level of compensation that fully compensates the Authority for the actual cost of providing the Services as defined in Exhibit A. The Authority shall provide a detailed invoice itemizing service charges in accordance with Attachment A consistent with the scope of work performed.

7.1 Contract Payment Adjustment. Each year, no later than July 1st ("Adjustment Deadline"), the Authority shall submit to the City a statement showing the Contract Payment for the ensuing year, taking into account increases in labor costs for those personnel providing the Services.

7.1.1 Adjustment Date Not Met. If a new collective bargaining agreement (CBA) between the Authority and IAFF Local or employment contract which represents the Authority's employees has not been finalized by the Adjustment Deadline of the final year

INTERLOCAL AGREEMENT FOR FIRE MARSHAL/INVESTIGATION SERVICES AND EMERGENCY
MANAGEMENT BETWEEN NORTH COUNTY RFA AND THE CITY OF STANWOOD

of the then-effective CBA, the Personnel costs and the Overhead costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA or contract is effective between the Authority and the local chapter of the IAFF or Authority. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022, and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.

7.1.2 Compensation Adjustments. If the parties determine that the calculation in Exhibit B results in an overcompensation or under compensation, the City and the Authority shall cooperate to make adjustments to Exhibit B, as necessary, to achieve the goal of compensating the Authority for the actual cost of providing the Services; provided, that no adjustment to Exhibit B shall be effective unless stated in a written amendment to this Agreement in accordance with Section 24 below. The parties shall meet and confer on a regular basis to review performance and level of service of this agreement.

- i. Should a change in the level of service listed in Exhibit B be requested by either party, a reopener shall be allowed annually to discuss the changes necessary and cost of decrease or increase in services rendered.
- ii. This ILA shall be reevaluated once every eight years to discuss cost analysis and service levels.

7.1.3 Creating Unfunded Mandates. The City shall not create any unfunded mandates for increased service or reporting by the Authority without fully compensating the Authority for actual costs incurred.

8. **Payment.** The Contract Payment shall be due and payable in four equal installments made by the fifteenth (15th) day of the month in the months of January, April, July and October. The Authority shall issue an invoice to the City at least thirty (30) days in advance of the due date. If payment of an undisputed installment is more than thirty (30) days delinquent, interest shall accrue at the rate of twelve percent (12%) per annum.
9. **Fire Code Official.** For purposes of Section 103.2 of the International Fire Code (IFC), the Authority Fire Chief shall be designated the Fire Code Official for the City during the term of this Agreement. In consultation with the City, the Fire Chief shall designate an individual to serve as the City's Fire Marshal and ensure assignment of fire prevention personnel to support the needs of the City as defined in Exhibit A. The Fire Marshal and

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prevention personnel will perform the functions specified in this Agreement, the International Fire Code, City ordinances, and other adopted fire service standards. The City shall retain the full and ultimate authority for code adoption, interpretation and enforcement. The Fire Marshal and fire prevention personnel shall be certified commensurate with duties assigned.

9.1 Fire Code refers to all applicable fire codes and prevention standards ("Codes") of Section 103.2 of the International Fire Code (IFC) and local municipal code, as that section may be amended or re-codified by the City.

9.2 The Fire Code Official may, from time to time, make recommendations to the City regarding suggested revisions or amendments to the City's Fire Code. Such recommendations shall be made according to the process prescribed by the City.

10. **Plan Review and Inspection Services.** The following terms and conditions shall apply with regards to plan review and inspection services outlined in Exhibit A:

10.1 All services provided pursuant to this Exhibit shall be performed in a professional and competent manner pursuant to and within the timelines required of the Codes, City policies and procedures, including applicable customer service standards, and any state or federal laws applicable to the performance of that work. Fire prevention personnel shall obtain and maintain certifications needed to perform the duties of these services.

10.2 The personnel assigned to the Fire Marshal's Office shall maintain their operational training and provide operational support as part of their daily activities as directed by the Authority.

10.3 The Authority will complete one inspection per business occupancy annually with a maximum of two re-inspections before turning over to code enforcement by City personnel. ~~Plan check and occupancy inspection will be completed by City Building Inspectors; however fire personnel will be available to work together on issues mutually beneficial to fire and life safety.~~

10.4 The Authority will provide plan review services, witness associated fire protection system acceptance testing, and conduct occupancy inspections.

11. **Fire Code Enforcement.** The following terms and conditions shall apply with regards to those Fire Prevention Code Enforcement services outline in Exhibit A:

11.1 The City shall be responsible for providing prosecution services and legal counsel necessary to prosecute any civil or criminal code enforcement issues when enforcement requires judicial action (including hearing examiner proceedings). Once enforcement is

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turned over to the City for judicial action, the City retains independent prosecutorial discretion as to how or whether to proceed with enforcement action. The City will also maintain responsibility for any code enforcement activities that require the presence or involvement of commissioned law enforcement officers. The Assigned Authority Personnel who inspect the property and find it to be in violation shall appear before any court, hearing examiner, board, committee, or other body empowered to enforce the provisions of the IFC in order to assist the City with enforcing the IFC at the sole cost of the Authority. If the parties mutually agree, the City may provide Assigned Authority Personnel with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the general public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.

11.2 The Authority will coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.

11.3 The Authority will attend to provide testimony and exhibits at Code enforcement hearings before the City's Hearing Examiner, and upon appeal, if any, to court.

12. **Fire Investigation Services.** The following terms and conditions shall apply with regards to those Fire Investigation services as outlined in Exhibit A:

12.1 The Authority will investigate the origin and cause of all fires, ~~however major fires~~ Fires **generating** greater than \$10,000, ~~the Authority Fire Marshal will investigate and coordinate arson investigation with Snohomish County Sheriff and Fire Marshal as required.~~ **in damages and major fires will be investigated by the Authority Fire Marshal. The Authority Fire Marshal will coordinate incendiary fire investigations with the Stanwood Police Department and/or Snohomish County Fire Marshal's Office as required.**

12.2 The Authority will have available **on-call** staff to investigate major fires 24 hours per day ~~on-call~~ except during vacation and training periods, ~~in at~~ which time mutual aid will be utilized or contracted with the Snohomish County Fire Marshal's Office.

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12.3 The Authority will coordinate ~~arson~~ incendiary fire investigation activities with the City Police Department as necessary. The City may issue a limited commission to investigators to all for sharing of privileged information or other activities approved by the City Police Chief. In the event of major crimes such as homicide or great bodily injury, the Authority will work with Snohomish County Fire Marshal and Snohomish County Sheriff to coordinate the outcome. The Authority shall not bear the cost of that enforcement if incurred.

12.4 All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigation Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence set forth by the City's Police Department.

12.5 The parties will cooperate and keep each other informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

12.6 The City reserves the right to use the Snohomish County Fire Marshal's Office to assist with the performance of the services in this section.

13. **Records.** All records received, used or prepared in connection with the Services shall remain in the custody of the City and shall be maintained in such manner(s) as may be prescribed by the City. All such records shall be accessible by the Assigned Authority Personnel in order to perform the Services.

13.1 The City shall be solely responsible for responding to Public Records Requests received by the City which involve public records generated pursuant to this Agreement; provided, however, that the Authority and Assigned Authority Personnel shall assist, as necessary, in locating responsive records necessary for the City to fulfill its statutory duties under RCW 42.56.

13.2 The Authority shall be solely responsible for responding to Public Records Requests received by the Authority which involve public records generated pursuant to this Agreement; provided, however, that the City shall cooperate, as necessary, in providing records necessary for the Authority to fulfil its statutory duties under RCW 42.56.

14. Indemnification.

14.1 To the extent permitted by law, the Authority shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the Authority, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit is based upon such a Claim is brought against the City, the Authority shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the Authority and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the Authority, the Authority shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the Authority's obligation under this Section applies only to the extent of it negligence.

14.2 To the extent permitted by law, the City shall indemnify, hold harmless and defend the Authority and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages ("Claims") of any nature whatsoever, by reason of negligent or intentional acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit is based upon such a Claim is brought against the Authority, the City shall defend the same at its sole cost and expense; provided that the Authority retains the right to participate in said suit if any principle of governmental or public law is involved; and further provided, if final judgment be rendered against the Authority and its officers, agents, employees or any of them, or jointly against the Authority and the City and their respective officers, agents, and employees, or any of them, for negligent or intentional acts or omissions of the City, the City shall satisfy the same; and further provided, that if any such Claim is based on the concurrent negligence of the parties, then the City's obligation under this Section applies only to the extent of it negligence.

14.3 The indemnification provisions above hereby constitute each party's waiver of immunity under the Industrial Insurance Act, RCW 51 solely to fulfill the purposes of the foregoing indemnification provision This provision has been mutually negotiated by the parties.

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15. **City and Authority are Independent Municipal Governments.** The parties recognize and agree that they are independent governments. No separate legal or administrative entity is created by the Agreement. Except as expressly provided to the contrary in this Agreement, any real property acquired or used by either party in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the Authority shall have the sole discretion and the obligation to determine the exact method by which the Services are provided to the City.
16. **Administration of Agreement.** This Agreement shall be administered by the Authority's Fire Chief and the ~~Mayor~~ City Administrator of the City. The Fire Chief and ~~Mayor~~ City Administrator shall meet regularly and at the request of either party to ensure the satisfaction of the City with the Services. The ~~Mayor~~ City Administrator may provide input to the Fire Chief concerning desired outcomes concerning the Services.
- 16.1 In addition to the foregoing, the Authority will provide such reports as may be reasonably requested by the ~~Mayor~~ City Administrator in order to remain informed regarding the Services performed pursuant to this Agreement.
17. **Assigned Authority Personnel.** The Assigned Authority Personnel shall at all times be Authority employees and shall not be deemed to be loaned employees of the City. The Authority shall be solely responsible for all compensation due to Assigned Authority Personnel, supervision and discipline. The City shall immediately notify the Human Resources Director for the Authority concerning any actions by Assigned Authority Personnel requiring involvement by the Human Resources Department. The Authority retains the right to move employees within the Prevention Division.
18. **Dispute Resolution.** It is the intent of the parties herein to attempt to resolve all disputes between them without litigation. The parties shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the parties. If the parties cannot agree upon a mediator, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS), Judicial Dispute Resolution (JDR) or Washington Arbitration and Mediation Service (WAMS) and request that a mediator be appointed. If the parties cannot agree on which of these services to use, one of them shall be selected at random. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation.

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18.1 Jurisdiction and venue for any dispute arising out of this Agreement shall lie exclusively in the Superior Court of Snohomish County, Washington. Each party expressly waives the right to a jury trial.

19. **Non-Waiver.** No waiver of any act or omission, including but not limited to acceptance or payment by the Authority, shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Agreement, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Agreement.
20. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party, shall be in writing addressed to the other party at the addresses as follows:

North County Regional Fire Authority
8117 267th Street NW
Stanwood, WA 98292

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

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

21. **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, this Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision.
22. **Survival.** All obligations of either party as provided for in this Agreement shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.
23. **Entire Agreement.** This Agreement contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for the Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or

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representations are reduced to writing in the form of a modification to this Agreement
executed with all necessary legal formalities by the legislative authorities of each party.

24. **Amendments.** This Agreement may only be amended or modified by a written agreement
approved and authorized by the legislative authorities of each party.

North County Regional Fire Authority

City of Stanwood

By: _____
Commissioner Greg Oakes

By: _____
Mayor Sid Roberts

By: _____
Commissioner Judy Williams

By: _____
Commissioner Ric Cade

By: _____
Commissioner Rob Johnson

By: _____
Commissioner Larry Longley

By: _____
Commissioner Jan Iverson

By: _____
Commissioner Marilyn Oertle

By: _____
Commissioner Barb Tolbert

By: _____
Commissioner Debora Nelson

Attest: _____
Katie Casey, Board Secretary

EXHIBIT A
LIST OF SERVICES

I – Plan Review and Inspection Services:

The Authority will provide ~~limited~~ plan review and occupancy inspections as directed by the City. ~~Annual Inspection Services for the City within the City's Boundaries, as those boundaries may be adjusted in the future.~~ The description of plan review and inspection services in this exhibit (Exhibit A) is intended to provide an overview of the services that were previously provided by the ~~Fire Department~~ Authority within the Interlocal Agreement either by contract to the County Fire Marshal or between the City and Authority. The services should be construed broadly so that the Authority will continue seamlessly providing all services previously provided by the Interlocal Agreement. Plan review services include, but are not limited to, administration and enforcement of applicable fire codes and prevention standards ("Code or Codes"), including local municipal code as that section may be amended or recodified by the City.

The Authority shall provide, in consultation with the City, the following Plan Review and Inspection Services:

- A. Direct the management and supervision of personnel performing the Services.
- B. Consult with City Building Official on Fire and Life Safety issues identified during the plan review and occupancy inspections, Code Compliance and Enforcement, and provide recommendations regarding the development and maintenance of Fire Codes and Standards. Consult with City on interpretation of Codes as necessary to perform the Services.
- C. Review and approve fire protection and life safety system plans submitted to the City.
- D. Perform all other administrative and records tasks necessary to support Inspection Services for the City.
- E. Witness acceptance testing of fire protection and life safety systems installed in new and existing buildings.
- F. Coordinate with the City the scheduling and conducting of new construction/tenant improvement inspections for fire code compliance where Fire and Life Safety input is deemed necessary.
- G. Review Special Event applications/sites for fire code compliance.
- H. Participate in the Land Use Planning process to ensure code compliance.

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- I. Coordinate with the City the annual inspection program to include one bi-annual inspection per business occupancy with two re-inspections where necessary, before forwarding for code compliance.

II – Fire Code Enforcement

The Authority shall provide the following Fire Prevention Code Enforcement Services in Stanwood city boundaries:

- A. Perform annual inspections required or authorized by the Code at intervals **set forth in this Agreement or as otherwise agreed upon annually between the City Administrator and Authority's Fire Chief.**
- B. Investigate and resolve Code violation complaints or inquiries.
- C. Perform all Code Enforcement duties of the Fire Marshal, Fire Code Official, and/or Fire Chief as provided in the Code. If the parties mutually agree, the City may provide employees of the Authority with a limited law enforcement commission to enforce portions of the Code that require such commission (e.g. issuance of infractions for fire lane parking or fireworks enforcement). The parties acknowledge that the Authority, by statute, has no duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Interlocal Agreement and the RFA Plan. Any duty the Authority does have to enforce the Code is not intended to benefit any specific members of the public. The City agrees that all court costs and other legal costs incurred in the judicial enforcement of the Code within the City limits shall be paid by the City and shall not be considered an operating expense of the Authority.
- D. Coordinate with the City when enforcement efforts are contested and when the City is undertaking related non-fire code enforcement efforts.
- E. Coordinate with the City on post-disaster building and system inspections and/or evaluations.
- F. Approve and/or review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- G. Manage the Fire Department Annual Inspection Program.
- H. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third parties, issuance of correction notices and/or notices of violation with the City Building Official where deemed necessary.
- I. Manage a Fire Company Inspection Program and coordinate with the City the follow-up on code enforcement violations that are identified. The parties shall meet and

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confer regarding the number of inspections to be achieved on an annualized basis if the list is found to be unacceptable.

- J. Process Fire Code complaints or inquiries from the public to include data entry, file creation and routing of information.

III – Fire Investigation Services:

The Authority shall perform or contract with the Snohomish County Fire Marshal's Office, services that include but are not limited to:

- A. Investigate the origin and cause of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, protect evidence, cooperate with prosecutors and law enforcement, be available for interviews and courtroom testimony, and other associated duties.
- B. Investigate all fires that are ~~arson~~ **intentionally caused**, suspicious, injurious, and fires with a loss of ten thousand dollars (\$10,000) or more if cause cannot be determined by on-scene personnel.
- C. Coordinate arson investigation activities with the Stanwood Police Department as necessary.
- D. Respond to all working fires when requested during working hours and all working fires after hours if available.
- E. Participate in regional and state fire investigative organizations and activities where deemed practical by the Authority.

Evidence Retention

All evidence gathered during the criminal investigation of a fire or other event for which Fire Investigative Services are provided shall be collected by the assigned fire investigator and maintained by the evidence custodians of the City's Police Department pursuant to the policies and procedures for the maintenance of evidence as set forth by the City's Police Department.

Cooperation in Criminal Investigations

The Parties will cooperate and keep each other informed as to the status of all fires in the City that occur because of suspected or confirmed criminal conduct by providing status reports of investigations as the investigations evolve. This obligation shall not be construed to require the disclosure of information if disclosure could jeopardize a criminal investigation.

IV – Emergency Management:

The ~~Fire~~ Authority agrees to provide oversight and coordination on the City's Emergency Operations Plan. The ~~Fire~~ Authority further agrees to assign a command staff-level fire

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representative to the City's Emergency Operations Center (**EOC**) in the event that is activated as well as the services listed below:

- A. Coordinate emergency preparedness planning and training to the City of Stanwood with the **Snohomish** County **Department of Emergency Management** (DEM).
- B. Serve as a part of the Command Staff in the City's EOC for drills, exercises and in emergencies. An effective EOC team includes multiple levels of inclusion between the City and Public Safety.
- C. The City will maintain the EOC equipment and technology; however, the Authority will maintain it as a classroom with projectors, tables, chairs and televisions.

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EXHIBIT B

~~2019 Fire marshal / Fire Investigation/Emergency Management
Service Contract Estimate~~

Labor	\$42,000
M&O / Administration	\$875
Capital	\$838
Total Cost	\$43,713

2022 Fire Marshal/Fire Investigation/Emergency Management Service Contract Estimate

Fire Marshal/Fire Investigation/Emergency Management Hourly Cost:

<u>Assistant Chief of CRR</u>	<u>Labor</u>	<u>\$100.00</u>
	<u>M&O/Administration</u>	<u>\$0.47</u>
	<u>Capital</u>	<u>\$3.13</u>
	<u>Total Cost per Hour</u>	<u>\$103.60</u>

<u>Fire Inspector/Emer. Mgr</u>	<u>Labor</u>	<u>\$80.00</u>
	<u>M&O/Administration</u>	<u>\$0.47</u>
	<u>Capital</u>	<u>\$3.13</u>
	<u>Total Cost per Hour</u>	<u>\$83.60</u>

Annual Fire Inspections Hourly Cost:

<u>Engine/Ladder Crew</u>	<u>Labor</u>	<u>\$162.74</u>
	<u>M&O</u>	<u>\$2.51</u>
	<u>Capital</u>	<u>\$4.74</u>
	<u>Total Cost per Hour</u>	<u>\$169.99</u>

This ILA establishes a not to exceed financial commitment by the City to the Fire Authority of \$95,000 for fire prevention, fire inspection, fire investigation and emergency management services. Fire plan review and inspection services are exempt from the not to exceed figure as those are pass-through fees paid by development applicants and is variable from year to year.

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Note 1: Labor costs are based on 2022 Authority projected salary and benefits rates.

Note 2: In accordance with 7.1.1, if a new collective bargaining agreement (CBA) between the Authority and the IAFF Local or employee contract which represents the Authority's employees has not been finalized by September 1 of the final year of the then-effective CBA, the Personnel costs and Overhead costs for the ensuing year shall be adjusted following execution of the new CBA and shall be retroactive to January 1 of the Adjustment Year. For purposes of this paragraph, the term "Adjustment Year" means the year in which a new CBA is effective between the Authority and the IAFF Local. When a new CBA has retroactive effect, the Adjustment Year shall be the date to which the CBA is retroactively applied. For example, if a CBA expires on December 31, 2022, and a new CBA is executed on December 1, 2024 but made retroactive to January 1, 2023, the Adjustment Year would be 2023.

Note 3: M&O/Administration costs are related to human resources, accounting, payroll services, fleet maintenance, uniforms, radios, field technology, etc.

Note 4: Capital costs are related to fleet management for ~~staff inspector~~ vehicle(s) on a 10-year replacement schedule and fire engine/ladder truck on a 15-year replacement schedule and will increase 3% annually.

Exhibit B: Fire Cost of Service Analysis

Table 1: Summary of ILA Cost Changes:

**City of Stanwood / North County Regional Fire Authority
Interlocal Agreement
for
Fire Marshal, Investigation Services, and Emergency Management
Services**

2022 Financial Analysis Summary

2022 Estimated Cost of Services:

Fire Service	Estimated Cost of Service	Funding Source
Fire Permit Review and Inspections	\$ 23,000	Pass-Through Permit Fees
Fire Prevention	\$ 63,500	City: General Fund
Emergency Management	\$ 14,000	City: General Fund
Yearly Business Inspections	\$ 16,000	City: General Fund & \$10.00 Business License Fee
Total:	\$ 116,500	

Additional Cost of Services on City Budget:

Fire Service	Cost	Comment
2022 Cost Estimate	\$ 116,500	Cost of ILA Services
Subtract Fire Permit and Inspection Fee Revenue	\$ (23,000)	Pass-Through Permit Fees
Subtract Business License Fee Revenue	\$ (3,720)	Business License Fee of \$50.00 Includes a \$10.00 fee for Yearly Fire Inspections
Subtotal:	\$ 89,780	Yearly Cost of Services After Pass-Through Fees
Subtract 2019 Fire Agreement Cost of Services	\$ (43,713)	2019 ILA Agreement
Difference between 2019 and 2022 ILA:	\$ 46,067	2022 Increased Cost of Fire Services on City General Fund Budget

Note: Fees have been rounded up

Table 2: Summary of Fire Permits Issued by Year & Time to Review

Stanwood Estimated Fire Marshal Attach to Exhibit A

Fire Permit Review	2019	2020	2021	Average	Review Time	Yearly Need	Hourly Rate	Yearly \$
Sprinkler	3	5	10	6	2	12	\$ 115.00	\$ 1,380.00
Alarm	8	7	8	8	2	15	\$ 115.00	\$ 1,763.33
Fire Permit		4	4	4	2	8	\$ 115.00	\$ 920.00
Fireworks Stand	3	1	3	2	1	2	\$ 115.00	\$ 268.33
Total:	14	17	25			38		\$ 4,331.67

Fire Permit Inspections	2019	2020	2021	Average				
Assume 1 hour / permit	14	17	25	19	1	19	\$ 115.00	\$ 2,146.67

Plan Review Support	2019	2020	2021	Average				
Site Plan Review	7	7	8	7	2	15	\$ 115.00	\$ 1,686.67
Preliminary Plat	0	1	1	1	2	1	\$ 115.00	\$ 153.33
Short Plat	4	3	0	2	2	5	\$ 115.00	\$ 536.67
General Information Meetings	34	8	19	20	2	41	\$ 115.00	\$ 4,676.67
Total:	45	19	28			61		\$ 7,053.33

Stanwood CDD Support Services	#/Year	Hours	Need	Hourly Rate	Yearly \$
Engineering Meeting	52	1	52	\$ 115.00	\$ 5,980.00
Comp Plan Support	5	2	10	\$ 115.00	\$ 1,150.00
Estimate: Special Events / Year*	8	2	16	\$ 115.00	\$ 1,840.00
Total:			78		\$ 8,970.00

* = Glass Quest, Arts by the Bay, Car Show, Mini Trailer Show, 4th Parade, Halloween, Light Up Your Holidays, Stanwood / Camano Fair

	Yearly Hours	Yearly \$
Total Permit Review Support Services:	196	\$ 22,501.67
% of Employee:	9%	

Table 3: Yearly Fire Prevention and Inspection Time

Total Permit Review Support Services:	Yearly Hours	Yearly \$			
% of Employee:	196	\$ 22,501.67			
	9%				
Annual Business Inspections	# of Occupancies	Yearly			
	372				
	RECHECKS				
	175				
FIRE PREVENTION:	YEARLY HOURS	YEARLY \$			
1. Manage data, reports and programs for chief officer level work	260	\$63,235			
2. Public Education/School Inspection Program- Included in the School Inspection costs	INCLUDED	INCLUDED			
3. 372 Annual inspections= 1 hour each inspection					
a. 372 hours x \$169.99/hour= \$63,235	372	\$63,235			
b. Average 372 re-inspections @ \$169.99/hour= \$63,235	COMMENT C	COMMENT C			
c. Charge 25% since we receive equally important training for fire preplanning and readiness.		\$15,808.75			
			Business License Off-Set:	Fee	# of Inspections
				\$10	372 \$3,720
Total Fire Prevention Services Costs:		\$79,043.75			

Table 4: Yearly Emergency Management Costs

Services	Annual Req't (Hrs)	Hourly Rate	Annual Cost	Notes
Provide Oversight and Coordination on the City's Emergency Operations Plan	8	\$80	\$640	Semi-Annual Review
Assign a Command Staff-level Fire representative to the City's EOC when activated for training and for actual events	40	\$80	\$3,200	Annual Req't reflects training events only. Actual events will be billed on actual time
Coordinate Emergency Preparedness Planning to the City with the County DEM	16	\$80	\$1,280	
Coordinate preparation, schedule, and execution of EOC Training and the Annual Drill	40	\$80	\$3,200	
Maintain EOC furnishings (projectors, tables, chairs, and televisions). City maintains IT equipment and related technology	N/A	N/A	TBD	As needed to replace existing furnishings.
Coordinate and work with City partners during Emergencies and post emergencies in Hazard Mitigation efforts	N/A	N/A	TBD	Actual cost will be determined based on actual emergency disasters/events.
Coordinate and attend Emergency Management Training	16	\$80	\$1,280	Based on 4 hours per quarter
Attend appropriate DEM-sponsored meetings at the County DEM	45	\$80	\$3,600	Quarterly LEPC Mtgs, Annual Planning Board for Training (PB4T) Mtg, Quarterly FEMA Region X Mtgs, DEM Impromptu Mtgs
Maintain and recommend changes/updates to the City's Annex in the County's Comprehensive Emergency Management Plan (CEMP)	8	\$80	\$640	
Total	173	\$80	\$13,840	

Table 5: Fire Permit Fee Evaluation

Section 2: Hourly Rate Schedule			
	2019 Hourly Rate	2022 Hourly Rate	
North County Regional Fire Authority Department Staff:			
Fire Marshal / Assistant Chief or CRP	\$ 85.00	\$ 115.00	
Fire Inspector / Emergency Manager		\$ 83.60	
Engineer / Ladder Crew		\$ 169.99	

Section 3: Land Use Fees and Chargers	2019 Fee	2022 Fee	Comment
Fire Permits:			
Sprinklers - Plan Review	\$100	\$ 345.00	3 Hours
	Based On		
Sprinklers - Permit Fee	Valuation		
Fire Alarm - Plan Review	\$100	\$ 345.00	3 Hours
	Based On		
Fire alarm - Permit Fee	Valuation		
Commercial Hood Suppression System - Plan Review	\$100	\$ 230.00	2 Hours
	Based On		
Commercial Hood Suppression System - Permit Fee	Valuation		
Other Fire Safety System - Plan Review	\$100	\$ 230.00	2 Hours
	Based On		
Other Fire Safety System - Permit Fee	Valuation		
Re-inspection for Corrections	\$50	\$115	1 Hour
Fire Works Permit	\$100	\$100	Same
Fire Works Stand Inspection	No Charge	No Charge	Same

New: Base Rate for Non- SFR Residential Projects Exceeding 9 Hours of Review Time: **Hourly Rate** For Large Projects

IWORQ's DATA
Fire Alarm Permits

	Hours
2021 Upper Left Apartments	3.5
Stanwood HS	2
Stanwood Village	1
Les Schwab	2.5
Creekside	4
Stanwood Cinema	4
Lincoln School Senior Apts	1
2020 Linstrom	4
School District	10
Cedar Home Elementary	1
Stanwood HS	27
Average Permit Review Time: 3	
Excluding Permits of 10 hrs or Greater	
# Permits	9
Total Hours:	23

Fire Sprinkler

	Hours
2021 Shopping Center	4
Brunner	2
Church Creek	2
Church Creek	2
Church Creek	2
Church Creek	2
Upper Left	9
9200 271st	1.5
Nelson	1
Seattle Pacific Home	3
2020 School District	1
Stanwood Cinema	28
2019 Linstrom	8
School District	21
Average Permit Review Time: 3	
Excluding Permits of 10hrs or Greater	
# Permits:	12
Total Hours:	34.5

Fire Permit

	Hours
2021 D&B Development	1.5
Senior Center	1
2020 School District	3
Viking Village	2
School District	4.5
Average Permit Review Time: 2	
3 Permits:	5
Total Hours:	12



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9d

DATE: December 9, 2021

SUBJECT: Resolution 2021-04– Update Consolidated Schedule of Fees and Charges

CONTACT PERSON: David A. Hammond, Finance Director
John Cermak, Fire Chief
Rob Martin, Police Chief
Patricia Love, Community Development Director

ATTACHMENTS: Exhibit A–Resolution 2021-04 Consolidated Schedule of Fees and Charges

ISSUE

The purpose of this agenda item is for Council consideration and approval of Resolution 2021-04 updating the City's Consolidated Schedule of Fees and Charges.

BACKGROUND

Staff recommends an annual review and update to the City's fee schedule. This allows for minor changes, additions and incremental fee increases if the city finds that it is not recovering its costs. The City most recently updated the schedule on February 27, 2020, by Resolution 2020-02.

DISCUSSION

Each city department conducted a review of the 2020 fee schedule to determine if any changes or updates were needed. Upon review of the current fee schedule, staff noted several changes that are needed to keep up with changing costs and circumstances.

Below is a summary of the proposed 2022 fee changes.

Section	Subsection	Proposed 2022 Fee
Section 1 Administration of Fee Resolution	Technology Fee	Language Clarification: A technology fee of 5% is added to all fees and charges listed <u>in Sections 3 and 4</u> herein to cover the costs of hardware, software and maintenance agreements. <u>The 5% technology fee is not applied to outside costs as described above as they are already charged a 10% overhead fee.</u>

Section	Subsection	Proposed 2022 Fee
Section 1 Administration of Fee Resolution	Convenience Fe	Update based on current costs: A 2% 3.75% convenience fee is added to all non-utility credit and debit card transactions to cover the City's processing costs.
Section 2 Hourly Rate Schedule	Hourly Rate	Update with 2022 staff hourly rates. Added staff positions and updated hourly rates. Added hourly rates for Fire Department positions.
Section 3 Land Use Fees and Charges	Appeal Fees	Council has been asked to consider appeal fees. Currently those that appeal pay a \$500 fee plus the cost of the hearing. Council options include: no fee; maintain as is; city pays the cost of the hearing; other. This item is subject to Council deliberations. Staff has provided the following recommended change: \$500; Plus Cost of Hearing <u>if the appeal is denied</u>
Section 3 Land Use Fees and Charges	Civil Construction Plan Review	The current civil construction plan review fee is geared towards subdivision and commercial projects which include significant changes to the landscape such as roads, utilities, power. Minor projects that have minimal on and off site improvements should only pay for the actual cost of review. Add a new section for small projects which only take a few hours. Add a note that grading permit fees are included the Civil Construction – Inspection Fee.
Section 3 Land Use Fees and Charges	Driveway Permit	Clarifying Language: Driveway Permit (charged when not associated with a right-of-way permit <u>Driveway expansions or alterations</u>)
Section 3 Land Use Fees and Charges	Environmental Review – Critical Areas	Add Clarifying Language: <u>Subdivision</u> / Multifamily/Commercial Area Review: \$350.00 Peer Review of Environmental Documents: <u>\$3,000 Deposit</u> Plus Actual Costs Plus 5% Administrative Fee
Section 3 Land Use Fees and Charges	Fire Permits	Update based on Fire ILA and true hourly rates: Sprinklers – Plan Review: \$100 <u>\$345</u> Fire Alarm – Plan Review: \$100 <u>\$345</u> Commercial Hood – Plan Review: \$100 <u>\$345</u> Other Fire Safety System – Plan Review: \$100 <u>\$345</u> Re-Inspections for Corrections: \$50 <u>\$115</u> <u>New: Base Rate for Non- SFR Residential Projects Exceeding 9 Hours of Review Time: Hourly Rate</u>
Section 3 Land	Hearing	Hearing Examiner Costs: Add a deposit to cover initial

Section	Subsection	Proposed 2022 Fee
Use Fees and Charges	Examiner Costs	application and hearing. Public Hearing: <u>\$3,000 Deposit plus</u> Actual Cost of Hearing
Section 3 Land Use Fees and Charges	Land Use Entitlement / Site Development Fee - Major	Rename to be consistent with new terminology from permit procedures code amendment: Land Use Entitlement / Site Development Fee Major <u>Land Use Permits (if not otherwise listed herein) requiring a public hearing.</u>
Section 3 Land Use Fees and Charges	Land Use Entitlement / Site Development Fee - Minor	Rename to be consistent with new terminology from permit procedures code amendment: Land Use Entitlement / Site Development Fee Minor <u>Administrative Land Use Permits (if not otherwise listed herein)</u>
Section 3 Land Use Fees and Charges	Land Use Entitlement / Site Development Fee	Eliminate the Pre-Application fee and maintain current practice of holding free General Information Meetings. Land Use Entitlement / Site Development Fee Pre-Application <u>General Information Meeting Free</u> \$300 Plus Actual cost of Consultant Time; Plus 5% (if Applicable)
Section 3 Land Use Fees and Charges	Temporary Structures / Use	Update to cover staff time. Temporary Structures / Use \$25 <u>1 Hour of Staff Time (Per Section 2 – Hourly Rates)</u>
Section 3 Land Use Fees and Charges	Unclassified Use Determination	Update to cover staff time and add public hearing. Unclassified Use \$100 <u>\$1,000, Plus the Cost of Public Hearing</u>
Section 3 Land Use Fees and Charges	Wireless Communication Facility	Add requirement to cover cost of public hearing when applicable. WCF and/or Small Cell Facility \$2,000 <u>Plus Cost of Public Hearing</u>
Section 4 Building Permit Fees	Re-Inspections	Update with current hourly rate; List as hourly rate so this line items does not need to be changed with salary changes Re-Inspection – When Access is not Provided or Work Not Complete \$50 <u>Building Official Hourly Rate</u>
Section 4 Building Permit Fees	Revision Fees	Update with current hourly rate; List as hourly rate so this line items does not need to be changed with salary changes Revision Fees – For Additional Plan Review or Inspection When Work is Authorized by Permit Changes \$50 <u>Building Official Hourly Rate</u>

Section	Subsection	Proposed 2022 Fee
Section 5 Animal Fees and Charges	Impoundment – Small Animals	Increase fee from \$160 to \$235 to recover costs
Section 7 Utility Billing and Charges	Irregular Check Fee	Reduced the fee from \$40 to \$25 and add clarity to the fee description as follows: <u>Irregular Check Fee; Post Dated, Unsigned or Otherwise Not Acceptable for Bank Deposit</u>
Section 7 Utility Billing and Charges	NSF Check Fee	Added clarity to the fee description as follows: <u>NSF Returned for Non-Sufficient Funds</u> Check Fee
Section 9 Water Billing Fees and Charges		Added a clarification that if a meter greater than 2 inches is needed than the cost is determined by the Public Works Director.
Section 13 Public Records Act – Related Fees	New: Customized Electronic Access or Data Fee	New: <u>A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access.</u>
New Section 16 Police Department Fees and Charges		Added the following fees and charges: <u>Concealed Pistol License - New - \$49.25</u> <u>Concealed Pistol License – Renewal – \$32</u> <u>Concealed Pistol License – Late Renewal - \$42</u> <u>Parking Permits - \$20</u> <u>Fingerprints - \$17.00/Two Cards</u>
Other		Deleted references to 5% and 10% administrative fees as they are listed in Section 1. Having these listed on some permits and not others is confusing.

Changes are reflected in Exhibit A, Fee Resolution, in strike out / bold – underline format for ease of reading. Staff recommends that the updated fee schedule become effective on January 1, 2022.

FINANCIAL IMPACT

Fiscal Impact
Fee schedules are intended to recover city costs for services. The changes proposed are difficult to quantify due to the variability in application volumes received however is not expected to require an amendment to current budgeted revenues. Minor changes to the fees are proposed, including adding deposits to cover payment of consultant and hearing examiner invoices, additions / updates of fees to better reflect true costs, and addition of omitted fees from the last update.

Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends Council approve Resolution 2021-04 updating the City's Consolidated Schedule of Fees and Charges.

Committee/Board Recommendation:

This item was brought to the Community Development Committee on November 18, 2021, and after discussing the amendments where supportive of moving this item forward for full Council Consideration. The Committee supports minor incremental changes on a one-to-two-year cycle rather than waiting for major changes that could have negative financial impacts on residents and developments.

This item as also reviewed by the Public Safety Committee on November 22, 2021, with regard to the fire permit review fees. The Committee supports the proposed changes to adjust the fire permit fees to align with the cost of review services.

CITY COUNCIL OPTIONS

1. Approve Resolution 2021-04 adopting a revised consolidated fee and charge schedule.
2. Request modifications to Resolution 2021-04 revising the consolidated fee and charge schedule.
3. Do not approve Resolution 2021-04 and direct staff to address specific questions or areas of concern.

RECOMMENDED MOTION

I MOVE TO APPROVE RESOLUTION 2021-04 UPDATING THE CONSOLIDATED FEE AND CHARGE SCHEDULE EFFECTIVE JANUARY 1, 2022.

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2021 - 04

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON, ADOPTING A REVISED CONSOLIDATED FEE AND CHARGE SCHEDULE AND TO REPEAL AND REPLACE RESOLUTION NO. 2020-02.

WHEREAS, the City Council by Ordinance 1458 has ordained that all fees and charges shall be set by resolution; and

WHEREAS, on February 27, 2020 the City Council adopted Resolution 2020-02 further updating the City's consolidated fee schedule; and

WHEREAS, the City Council has determined that the existing fee schedule requires amending to recover reasonable cost of providing a wide array of local governmental services as well as to provide responsible cost recovery for staff and consultant time required to provide certain services; and

WHEREAS, the City has found that amendments are needed to update the 2020 Fee Resolution to include staff hourly rates, updated land use permit fees, as well as other minor amendments; and

WHEREAS, the City Council wishes to make these fee adjustments to reflect the actual cost of services effective January 1, 2022 more closely.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON AS FOLLOWS:

Section 1. Fees and Charges. The schedule of fees and charges attached hereto and incorporated by this reference as Exhibit A in full is hereby adopted effective January 1, 2022.

Section 2. Reasonable Costs. The Stanwood City Council hereby finds that the fees and charges set forth in Exhibit A reflect the reasonable costs of providing the services set forth therein.

Section 3. Repealer. Resolution No. 2020-02 adopted on February 27, 2020 is hereby repealed in its entirety.

PASSED by the City Council and Approved by the Mayor this 9th day of December 2021.

CITY OF STANWOOD

ATTEST:

By: _____
Sid Roberts, Mayor

By: _____
David Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Brett Vinson, City Attorney



2022 Fee Schedule Resolution 2021 – 04 Adopted December 9, 2021

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City of Stanwood, Washington
Fee and Charges Schedule

The following rates, fees, and charges for various services provided, actions performed, or items sold by the City and/or its contract services providers, and fines levied against code violators, are hereby adopted:

Section 1: Administration of Fee Resolution

This fee and charges schedule is subject to the following additional fees, conditions, and administration:

ADMINISTRATIVE FEE:	An administrative fee of 10% is added to all fees and charges listed herein whenever outside costs are incurred, except for outside costs incurred from a copying vendor that makes copies of documents for the City pursuant to a public records request.
OUTSIDE COSTS:	All outside costs shall be paid by the applicant as part of a permit application. Outside costs are generally all costs of services and materials billed to the City and shall include, but not be limited to, costs of publication and posting; attorney fees; filing fees; and reproductions costs; outside engineering, surveying and consultant services.
REIMBURSABLE COST RECOVERY:	The City reserve the right to recover all costs associated with corrective measures and enforcement actions taken by City staff, outside services or outside contractors hired by the City. Activities will be invoiced according to the hours of labor, equipment and materials to complete the work.
TECHNOLOGY FEE:	A technology fee of 5% is added to all fees and charges listed <u>in Sections 3 and 4</u> herein to cover the costs of hardware, software and maintenance agreements. <u>The 5% technology fee is not applied to outside costs as described above as they are already charged a 10% overhead fee.</u>
DEPOSITS:	All deposits required in this resolution shall be held for a period not to exceed three (3) months from the date of the completion of the project to allow for all bills related to the event to be received by the City and billed against the deposit. When costs exceed the original deposit, an additional deposit shall be required; if the actual costs are below the deposit amount the excess funds shall be refunded.
REFUNDS:	Except as may be noted otherwise, fees and charges are non-refundable.

CONVENIENCE FEE

A ~~2%~~ **3.75%** convenience fee is added to all non-utility credit and debit card transactions to cover the City's processing costs.

DRAFT

Section 2: Hourly Rate Schedule

Fees for administrative review, which involves City staff time in excess of normal permit processing, and for any permit, or staff time, in which a fee is not established shall be as follows:

Department	Hourly Rate
Community Development:	
Community Development Director	\$78 \$86
Building Official	\$61 \$67
<u>Economic Development and Marketing Manager</u>	\$68
Senior Planner	\$63 \$62
Construction Inspector	\$53 \$55
<u>Planner</u>	\$56
<u>Associate Planner</u>	\$55
Permit Specialist	\$48
Administrative Assistant	\$47 \$51
Executive Department	
<u>Administrative Assistant</u>	\$51
Engineering Department:	
Public Works Director	\$89 \$90
Assist PW Director / City Engineer	\$83 \$87
<u>Engineering Technician</u>	\$60
<u>Public Works Administrative Assistant</u>	\$51
North County Regional Fire Authority:	
Fire Marshal	\$85 \$115
<u>Fire Inspector / Emergency Manager</u>	\$84
<u>Engine / Ladder Crew</u>	\$170
Other:	
Undesignated Staff	\$47 \$51

Section 3: Land Use Fees and Charges

Depending on the project, multiple fees may apply. Check with the Community Development Department for the required fees.

Permit Type / Activity	Fee
Adult Family Home	\$75
Administrative Decision, Modification, Adjustment	\$100 First Application \$125 Each Additional Application
Administrative Interpretation	\$100
Administrative Review (Outside or beyond permit process)	Refer to Hourly Rate Schedule
Annexations	\$1,000
Appeals	\$500; Plus Cost Of Hearing <u>If The Appeal Is Denied</u>
Binding Site Plans	\$3,000; Plus \$300 Per Lot
Building Permit Fees (Various)	See Section 4
Civil Construction - Plan Review	
Residential <u>Short Plat</u> Developments 1-9 Units	\$1,500; Plus \$100 Per Lot For First Two Reviews; Plus Each Additional Review Will Be Charged Per The Hourly Rate Schedule; Plus Actual Costs Of Consultant Time If Applicable
Residential <u>Subdivision</u> Developments 10 or More Units	\$1,500; Plus \$150 Per Lot For First Two Reviews; Plus Each Additional Review Will Be Charged Per The Hourly Rate Schedule; Plus Actual Costs Of Consultant Time If Applicable
Commercial, <u>Industrial</u> and/or Non-Residential <u>Multifamily</u> Developments <u>of 5+ Units</u> :	\$5,000 For First Two Reviews; Plus Each Additional Review Will Be Charged Per The Hourly Rate Schedule; Plus Actual Costs Of Consultant Time If Applicable
<u>Single Family and 2 Unit Duplex/Townhouse Developments:</u>	<u>No Fee; Costs Are Covered By Building Permit Fee</u>

Permit Type / Activity	Fee
<u>Multifamily 3- and 4-Unit Developments:</u> Consultant Fees	<u>\$300 If Off-Site Improvements Are Required; No Fee If No Off-Site Improvements Are Needed</u> Applicants Shall Pay Actual Costs Of Charges; Plus 5% Administrative Fee
Civil Construction -Inspection Fees (Based on Valuation) \$0 - \$500,000 Greater than \$500,000 ¹ Government Facilities Inspection Fee Footnotes: 1. Minimum Inspection Fee \$19,500 and Maximum Inspection Fee \$60,000 2. Includes Labor, Equipment, Materials, Overhead, and Profit 3. "Government Facility" means a facility wholly or partially funded by tax dollars including government of the United States, the governments of the State of Washington, Snohomish county, the City of Stanwood, Regional Fire Authorities, Public Schools, Colleges, and Universities.	3.50% of Estimated Engineers Construction Cost ² 2.00% of Estimated Engineers Construction Cost ² Exempt ³
Comprehensive Plan Amendment Request Fee (After Final Docket Approval)	\$1,500
Conditional Use and / or Amendment Fee Conditional Use Conditional Use - Administrative	\$1,000; Plus Cost of Hearing \$100
Development Agreement	\$2,000; Plus Cost of Hearing
Docket Application	Free
Driveway Permit (Charged When Not Associated With a right-of-way permit <u>Driveway Expansions or Alterations</u>)	\$80
Encroachment Permit	\$50 for New Structures; No Fee for Existing Structure Permitted before 2016
Engineering Deviation Request (Administrative)	\$100 First Application \$125 Each Additional Application

Permit Type / Activity	Fee
Environmental Review – Critical Areas	
Exemption (Non-Flood)	\$25
Exemption (Flood Areas)	\$50
Single Family / Duplex Critical Area Review	\$250
Subdivision (Short and Long Plats)/Multifamily /	\$350
Commercial Critical Area Review	
All Geotechnical Evaluations	\$350
Peer Review of Environmental Documents	\$3,000 Deposit Plus Actual Cost Plus 5% Admin Fee
Fire Permits	
Sprinklers – Plan Review	\$100 \$345
Sprinklers – Permit Fee	Based on Valuation
Fire Alarm – Plan Review	\$100 \$345
Fire Alarm – Permit Fee	Based on Valuation
Commercial Hood (Type I and II) – Plan Review	\$100 \$230
Commercial Hood (Type I and II) – Permit Fee	Based on Valuation
Other Fire Safety System – Plan Review	\$100 \$230
Other Fire Safety System – Permit Fee	Based on Valuation
Re-Inspections for corrections	\$50 \$115
Base Rate for Non- SFR Residential Projects Exceeding 9 Hours of Review Time:	Hourly Rate
Fire Works Permit	\$100
Fire Works Stand Inspection	No Charge
Floodplain Certificate Development Permit	Free
Forest Practice Application Waiver	\$800; Plus \$100 / Acre Over 5 Acres; Plus Cost of Hearing
Franchise Agreements / Renewal Fees	Hourly Cost Based On Hourly Rate
Grading Plan Review	
50 – 499 Cubic Yards	\$250
500 – 1,000 Cubic Yards	\$500
Over 1,000 Cubic Yards	\$750

Permit Type / Activity	Fee
<u>Grading Permit Fee</u>	<u>No Fee; Costs Are Covered Under the Civil Construction Plan Review and Inspection Fee</u>
Hearing Examiner Costs	
Public Hearing	<u>\$3,000 Deposit Plus</u> Actual Cost of Hearing
Reconsideration	\$200; Plus Actual Cost of Hearing
Landscape Plan	
Landscape Plan Review	\$400
Landscape Modification	\$200
Landscape Inspections	\$150
Landscape Re-Inspections	\$200 Per Re-Inspection
Consultant Peer Review (If Applicable)	Actual Cost Plus 5%
<u>Land Use Permit Entitlement / Site Development Fee</u>	
<u>Major Land Use Permits (If Not Otherwise Listed Herein) Requiring a Public Hearing or Public Meeting</u>	\$2,000 for First Two Reviews; Plus Each Additional Review Will Be Charged Per the Hourly Rate Schedule; Plus Actual Costs of Consultant Time; Plus 5% (If Applicable)
<u>Land Use Permit Entitlement / Site Development Fee</u>	Varies by Valuation:
<u>Minor Administrative Land Use Permits If Not Otherwise Listed Herein</u>	Valuation: \$0 - \$5,000: \$125; Plus Actual Cost of Consultant Time; Plus 5% (If Applicable)
	Valuation: \$5,001 - \$15,000: \$250; Plus Actual Cost of Consultant Time; Plus 5% (If Applicable)
	Valuation: \$15,001 - \$30,000: \$500; Plus Actual Cost of Consultant Time; Plus 5% (If Applicable)

Permit Type / Activity	Fee
	Valuation: Over \$30,000 \$1,000; Plus Actual Cost of Consultant Time; Plus 5% (If Applicable)
Land Use Permit Entitlement / Site Development Fee Pre-Application General Information Meeting	No Fee \$300; Plus Actual Cost of Consultant Time; Plus 5% (If Applicable)
Permit Extension	\$100
Lot Line Adjustment (Boundary Line Adjustment)	\$950
Mitigation Fees Impact fees listed below are information only; applicants should verify actual fee amounts listed in the Stanwood Municipal Code Chapter 17.151, Public Facilities and Chapter 17.153, School Facilities.	
School	School Impact Fees Will Not Be Assessed For Any Project Approved After 5/31/2017; Any Impact Fees For Schools Noted In A Hearing Examiners Decision Will Still Be Collected.
Parks	
Single Family Residential	\$1,330 / Unit
Duplexes and Townhomes	\$1,042 / Unit
Apartments	\$1,042 / Unit
Commercial and Industrial	No Fee At This Time
Traffic	
Single Family Residential	\$3,523.39 / Unit
Duplexes and Townhomes	\$2,253.20 / Unit
Apartments	\$2,584.56 / Unit
Commercial and Industrial	\$368.17 / Average Daily Trip Or Per Traffic Study
Fire	
Single Family Residential	\$200 / Unit
Duplexes and Townhomes	\$150 / Unit
Apartments	\$150 / Unit
Commercial and Industrial	\$0.25 / Square Foot Of Building Area
Deferred Impact Fee Application	\$50

Permit Type / Activity	Fee
Public Notice / Publications	\$60 Per Required Publication; Plus Actual Costs if Greater
Rezone / Amendment	\$1,000
Right-of-Way (ROW) Underground Utilities Boring	\$150 Initial 100 LF \$150 Each Additional 1,000 LF
Right-of-Way Permit Continued Street Cuts	\$150; First 50 - 100 LF of Trenching \$40; Per Additional 100 – up to 1,000 LF; Plus \$18 Per 100 LF or Portion Thereafter
Utilities Poles	\$75 First 6 Poles; Plus \$10 Per Each Additional Pole
Residential Driveway	\$100
Commercial Driveway	\$150
Right to Farm (Under 10 Acres)	\$50
Right to Farm (10 Acres or Over)	\$100
SEPA (State Environmental Policy Act) Environmental Checklist – Non-Project Action Environmental Checklist – Development Permit Environmental Addendum Environmental Exemption Environmental Impact Statement	\$275 \$450 \$75 Free Direct Costs, Including: Consultant and Attorney Fees, Plus 10% and Staff Time at Hourly Rate
Shoreline Permits Shoreline Substantial Development	Based on Valuation: \$500: Under \$100,000 Val. \$1,000: \$100K - \$250 Val. \$2,000: Greater than \$250 Val.
Shoreline Conditional Use Shoreline Variance	\$950; Plus Cost of Hearing \$950; Plus Cost of Hearing

Permit Type / Activity	Fee
Sign Permit Plan Review	
Monument*	\$100
Freestanding*	\$100
Gable*	\$100
Wall and Projecting*	\$100
Marquee, Awnings and Canopies*	\$100
A Board and Other Portable Signs	\$10
Temporary Promotional Display	\$25
Sign Permit Modification	\$10
Sign Permit Variance	\$65
*Building Permit Fees Are Also Required	
Street Vacation	\$350
Subdivisions (2-9 Lots – Short Subdivision)	\$3,600
Subdivision (10+ Lots – Formal Subdivision)	
Long Subdivision	\$7,000; Plus Cost of Hearing
PRD / PUD Subdivision	\$5,500; Plus \$250 Per Lot and Cost of Hearing
Subdivision – Final Plat (Short & Long Subdivisions)	\$700; Plus \$125 Per Lot
Subdivision – Plat Amendment (Short & Long Subdivisions)	Staff Time Per Hourly Rate Plus Cost of Hearing
Temporary Structures / Use	\$25 1 Hour of Staff Time Per <u>Section 2: Hourly Rates</u>
Transportation Concurrency	
Concurrency Evaluation	\$400; Plus Engineering and Consulting Fees; Plus 10%
Concurrency Reconsideration	\$200; Plus Engineering and Consulting Fees; Plus 10%
Unclassified Use Determination	\$100 <u>\$1,000; Plus Cost of Hearing</u>
Variances	
Administrative	\$600
Hearing Examiner Public Hearing	\$1,200; Plus Cost of Hearing

Permit Type / Activity	Fee
Water and Sewer Availability	
Site Specific Water and Sewer Availability Evaluation (Determination of Flow and Infrastructure Needs)	Actual Consultant Costs; Plus 10%
Water Availability Letter Only	\$500
Sewer Availability Letter Only	\$500
Wireless Communication Facility (WCF)	
WCF and / or Small Cell Facility	\$2,000; <u>Plus Cost of Hearing</u>
Zoning Text Amendment (After Final Docket Approval)	\$800

Section 4: Building Permit Fees

Building Permit Type / Activity	Fee
Building Permit	Building Valuation Shall Be Based on the Building Valuation Data Sheet Released Annually in the May Issue of the Building Safety Journal Magazine Published by the International Code Council (ICC), Including the Regional Cost Modifier for Washington State. After Determining the Building Valuation, Building Permit Fees Shall Be Determined Using the Following Chart:
Building Valuation	Fee
\$1.00 - \$500	\$25
\$501 - \$2000	\$25.00 for the first \$500; plus \$3.05 for each additional \$100.00 or fraction thereof up to and including \$2000.00
\$2,001 - \$25,000	\$69.25 for the first \$2,000; plus \$14.00 for each additional \$1,000.00 or fraction thereof up to and including \$25,000.00
\$25,001 - \$50,000	\$391.75 for the first \$25,000; plus \$10.10 for each additional \$1,000.00 or fraction thereof up to and including \$50,000.00
\$50,001 - \$100,000	\$643.75 for the first \$50,000; plus \$7.00 for each additional \$1,000.00 or fraction thereof up to and including \$100,000.00
\$100,001 - \$500,000	\$993.75 for the first \$100,000; plus \$5.60 for each additional \$1,000.00 or fraction thereof up to and including \$500,000.00
\$500,001 – 1,000,000	\$3,233.75 for the first \$500,000; plus \$4.75 for each additional \$1,000.00 or fraction thereof up to and including \$1,000,000.00
\$1,00,001 and up	\$5,608.75 for the first \$1,000,000; plus \$3.65 for each additional \$1,000.00 or fraction thereof

Building Permit Type / Activity		Fee	
Plan Check Fee		Plan Review Fees Shall Be Paid at the Time of Submitting Plans and Equal to 65% of the Building Permit Fee (Additional Fee – Not A Portion of the Building Permit Fee)	
Commercial Mechanical & Plumbing		Fee is Based on Valuation of Plumbing and/or Mechanical Work; The Valuation Used for Building Permits (Shown Above) Shall Also Be Used For Determining the Fees for Commercial Mechanical & Plumbing Permits	
Residential Mechanical & Plumbing		Base Fee of \$25; Plus Charges Identified in the Following:	
Type of Fixture		Type of Equipment	
Water Closet (Toilet)	\$15	Air Conditioner Unit	\$25
Bathtub	\$15	Boilers	\$20/\$30/\$40
Lavatory (Wash Basin)/Sink	\$15	Forced Air System	\$25
Shower	\$15	Wall Heaters	\$16
Kitchen Sink & Disposal	\$15	Unit Heaters	\$16
Dishwasher	\$15	Evaporative Coolers	\$15
Laundry Tray	\$15	Ventilation Fans	\$15
Clothes Washer	\$15	Refrigeration Unit	\$25
Water Heater	\$15	Range Hood	\$20
Urinal	\$15	Air Handling Unit	\$25
Drinking Fountain	\$15	Stove	\$40
Floor Drain	\$15	Fireplace and Chimney	\$25
Backflow Prevention	\$20	Gas Piping	\$15
Roof Drains (Rain Leaders)	\$15	Above Ground Tank	\$100
Vacuum Breaker	\$15	Underground Tank	\$75
Water Service Line	\$15		
State Building Code Council Fee		Fee	
Residential Building Permits		\$6.50 Per Permit, Plus an Additional Surcharge of \$2.00 for Each Residential Unit After the First Unit	
Commercial Building Permits		\$25 Per Permit, Plus an Additional Surcharge of \$2.00 for Each Residential Unit After the First Unit	

Building Permit Type / Activity	Fee
Miscellaneous Permits	Fee
Certificate Of Occupancy or Change of Occupancy	\$25; Fee May be Applied to Building Permit If Required
Consultant Review – Plan Check and /or Inspections by Outside Consultants	Actual Costs plus 5%
Deck, Carports, Ramps, Unheated Sunrooms, covered Porches, and Stairs	\$15 per square foot per submittal
Demolition Permits	\$50 Shed \$150 Per Single Family Residential Unit \$250 Per Multifamily Building \$250 Per Commercial / Industrial Building \$60 Other Not Listed
Inspection - For Which No Fee is Specifically Indicated	\$50 per hour; Minimum of ½ hour charge
Mobile Home – Base Fee Single Wide Double Wide	\$200 \$300
Re-Inspection - When Access is Not Provided or Work Not Complete	\$50 <u>Building Official Hourly Rate; Minimum of ½ Hour</u>
Revision Fees – For Additional Plan Review or Inspections When the Work is Authorized by Permit Changes	\$50 <u>Building Official Hourly Rate; Minimum of ½ Hour</u>
Unfinished Basements – no heat, insulation and or sheetrock	\$20 a square foot

Section 5: Animal Fees and Charges

Activity	Fee
Animal Shelters, Kennels, Pet Shops, Grooming Service License	\$175
Commercial Kennel License	\$175
Dog License – Altered Annual Fee	\$10
Dog License – Dangerous Annual Fee	\$200
Dog License – Potentially Dangerous Annual Fee	\$100
Dog License – Replacement Tag/License	\$10
Dog License – Unaltered Annual Fee	\$50
Impoundment Fees	Fee
Impoundment – Livestock (SMC 8.02.080)	\$500 (to include all city costs per animal – including room and board) and double for each impoundment of the same animal during any one-year period.
Impoundment – Small Animals (Dogs and Cats) (SMC 8.02.170)	\$160 \$235 Monday – Friday during regular business hours and \$412 for after-hours (plus license fee to include all city costs per animal) and double for each impoundment of the same animal during any one-year period.
Violations & Infractions	Fine
Animal Control Civil Infraction Fine (SMC 8.02.490(2))	\$100 for first violation in 365 day period; \$200 for second violation in 365 day period.
Animal Control – 3 or More Violations in a 365 Day Period	Third or subsequent offenses of SMC 8.02 within a 365-day period shall be: A misdemeanor subject to jail term of not more than 90 days, a fine of not more than \$1,000 or both such fine and imprisonment.

Section 6: Code Violations - Penalties

Class A Violations	Fine
Class A Code Violation – First Offense (SMC 13.01.045 & 8.02.490(1) re: 8.02.440 -.480)	\$250
Class A Code Violation – Second Offense (SMC 13.01.045 & 8.02.490(1) re: 8.02.440 -.480)	\$500, Within First Year of Violation
Class A Code Violation – Third Offense (SMC 13.01.045 & 8.02.490(1) re: 8.02.440 -.480)	\$1,000, Within First Year of Violation
Class B Violations	Fine
Class B Code Violation – First Offense (SMC 13.01.045 & 8.02.490(1))	\$50
Class B Code Violation – Second Offense (SMC 13.01.045 & 8.02.490(1))	\$250, within First Year of Violation
Class B Code Violation – Third Offense (SMC 13.01.045 & 8.02.490(1))	\$500, Within First Year of Violation
Misdemeanors	Fine
Violation Misdemeanor	A jail term of not more than 90 days, a fine of not more than \$1,000, or both such fine and improvement plus costs
Gross Misdemeanor	A jail term of not more than 364 days, a fine of not more than \$5,000 or both such fine and imprisonment plus costs
Parking	Fine
Civil Infraction Fine (SMC 10.46.135)	\$35
If Paid Within 10 Days	\$10
Handicapped Violation (SMC 10.46.115)	\$350
If Paid Within 10 Days	\$175

Section 7: Utility Billing Fees & Charges

Fees for Properties With Existing Services	
Water Disconnection	Fee
Disconnection Fee – After Hours	\$150; Shut Off After 4:00 pm on Weekdays, Weekends, and Holidays
Disconnection Fee – Frequent	\$40; Shut Off More Than Once in a 12-Month Period
Disconnection – Regular	\$27.50
Meter Removal	\$150
Water Re-Connection (After Disconnection)	Fee
Connection Fee – After Hours	\$150; Turn on After 4:00 pm on Weekdays, Weekends, and Holidays
Connection Fee – Frequent	\$40; Turn on More Than Once in a 12-Month Period
Connection Fee – Regular	\$27.50
Meter Reinstallation	\$150
Other	Fee
Irregular Check Fee; <u>Post Dated, Unsigned or Otherwise Not Acceptable for Bank Deposit</u>	\$40 \$25
Lien Recording or Release	Actual Cost of Recording
Meter Read Outside Normal Cycle Requested by Customer	\$15
NSF <u>Returned for Non-Sufficient Funds</u> Check Fee	\$25
Water Meter - Acts of Vandalism	Reimburse City for Actual Cost of Repairs

Section 8: Sewer Fees & Charges

All sewer fees and charges shall be per Ordinance 1461. The fees listed below are provided for ease of use only. Refer to Stanwood Municipal Code Chapter 12.04 for all terms and conditions related to the rates.

Monthly Sewer System Rates – Year 2019 - 2021

	January 1, 2019		January 1, 2020		January 1, 2021	
Classification	Base Rate	Incremental Rate	Base Rate	Incremental Rate	Base Rate	Incremental Rate
Residential						
Individually Metered	\$44.12	\$6.16	\$47.43	\$6.62	\$50.99	\$7.12
Master Metered	\$44.12 X No. Units	\$6.16	\$47.43 X No. Units	\$6.62	\$50.99 X No. Units	\$7.12
Commercial						
Light Commercial	\$44.12	\$6.16	\$47.43	\$6.62	\$50.99	\$7.12
Heavy Commercial	\$50.15	\$7.17	\$53.91	\$7.71	\$57.95	\$8.29
General Industrial	\$56.19	\$8.17	\$60.40	\$8.78	\$64.93	\$9.44

Monthly Sewer System Rates – Year 2022 - 2024

	January 1, 2022		January 1, 2023		January 1, 2024	
Classification	Base Rate	Incremental Rate	Base Rate	Incremental Rate	Base Rate	Incremental Rate
Residential:						
Individually Metered	\$54.30	\$7.58	\$57.83	\$8.07	\$58.70	\$8.20
Master Metered	\$54.30 X No. Units	\$7.65	\$57.83 X No. Units	\$8.15	\$58.70 X No. Units	\$8.27
Commercial:						
Light Commercial	\$54.30	\$7.58	\$57.83	\$8.07	\$58.70	\$8.20
Heavy Commercial	\$61.72	\$8.82	\$65.73	\$9.40	\$66.72	\$9.54
General Industrial	\$69.16	\$10.06	\$73.65	\$10.71	\$74.76	\$10.67

Sewer System Plant Investment Charge

Service Connection Size	Equivalent Connection	Charge
Up to $\frac{3}{4}$ Inch	1	\$7,719
1 Inch	1.67	\$12,891
1 – $\frac{1}{2}$ Inch	3.33	\$25,704
2 Inch	5.33	\$41,142
3 Inch	10	\$77,190
4 Inch	16.67	\$128,676
6 Inch	33.33	\$257,274
8 Inch	53.33	\$411,654

Note: Prior to January 1, 2019 and for all projects for which a complete application has been submitted or a letter of completeness has been issued for any development permit prior to January 1, 2019, the plant investment charge shall be \$6,476 for each equivalent connection.

Sewer Service Connection Charge (New Connection Where No Service Has Been Previously Provided)

Activity	Fee
Base Connection Fee	\$50
Service Connection Charge	
Single Family Residence (Including Mobile Homes)	\$500
Duplex (2- Dwelling Units)	\$750
Triplex (3 – Dwelling Units)	\$1,000
Multifamily (4 + Units)	\$1,000; Plus \$250 Per Unit
Commercial (6 Inch Service Connection)	\$1,000
Connections Other Than 6 Inches	Determine by Public Works Director

Users of High Strength Waste

The City shall have the right to charge an additional monthly sewer service charge for a high strength waste, which is defined as one with pollutant concentrations in excess of typical domestic wastewater. A surcharge is appropriate for waste strength conditions including, but not limited to, a total five-day biochemical oxygen demand and/or suspended solids concentration in excess of 300 milligrams per liter. The Public Works Director will recommend to the City Council an appropriate monthly surcharge.

Low Income Senior and Low Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 9: Water Billing Fees & Charges

All water fees and charges shall be per Ordinance 1461. The fees listed below are provided for ease of use only. Refer to Stanwood Municipal Code Chapter 12.16 for all terms and conditions related to the rates.

Monthly Water System Rates

		Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
Meter Size (Inches)	Quantity Allowed (Hundreds of Cubic Feet Per Mo.)	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate	Base Monthly Rate
¾ Inch	6	\$28.21	\$29.06	\$29.93	\$30.83	\$31.75	\$32.23
1 Inch	10	\$47.09	\$48.50	\$49.96	\$51.46	\$53.00	\$53.80
1 – ½ Inch	20	\$93.91	\$96.73	\$99.63	\$102.62	\$105.70	\$107.28
2 Inch	40	\$150.31	\$154.82	\$159.46	\$164.25	\$169.18	\$171.71
3 Inch	80	\$286.99	\$290.45	\$299.16	\$308.14	\$317.38	\$322.14
4 Inch	150	\$470.07	\$484.17	\$498.70	\$513.66	\$529.07	\$537.00

Water Charges for Consumption in Excess of Quantity Allowed

All amounts in excess of quantity allowed, unless included in the monthly minimum base charge shall be charged at the following rate per each 100 cubic feet over the base quantity allowed:

	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
Incremental Rate	\$3.69	\$3.80	\$3.91	\$4.03	\$4.15	\$4.22

Water Service Outside City Limits

Rates for services outside the City of Stanwood shall be city rates as adopted, plus 45 percent.

Water System Plant Investment Charge

Service Connection Size	Equivalent Connection	Charge
Up to ¾ Inch	1	\$6,912
1 Inch	1.67	\$11,543
1 – ½ Inch	3.33	\$23,017
2 Inch	5.33	\$36,841
3 Inch	10	\$69,120
4 Inch	16.67	\$115,223
6 Inch	33.33	\$230,377
8 Inch	53.33	\$368,617

Note 1: Prior to January 1, 2019 and for all projects for which a complete application has been submitted or a letter of completeness has been issued for any development permit prior to January 1, 2019, the plant investment charge shall be \$5,280 for each equivalent connection.

Water System Plant Investment Charge – Additional Charge For Cedarhome Benefit Area

Service Connection Size	Equivalent Connection	Charge
Up to ¾ Inch	1	\$2,570
1 Inch	1.67	\$4,292
1 – ½ Inch	3.33	\$8,558
2 Inch	5.33	\$13,698
3 Inch	10	\$25,700
4 Inch	16.67	\$42,842
6 Inch	33.33	\$85,658
8 Inch	53.33	\$137,058

Note: This fee is an additional charge to the Cedarhome Benefit District and is additive to the regular Water System Plan Investment Charge noted above.

Other Water Service Fees:

Hydrant Use Fee:

Persons may request to draw water from the public works yard hydrant on a daily pay per use basis. Such use shall require a use fee of \$50.00 per day and allow up to 5,000 gallons or 668.4 cubic feet of water withdrawal. Water withdrawal over 5,000 gallons or 668.4 cubic feet per day shall be charged an added \$5.34 per each additional 100 cubic feet or any portion thereof.

Water Service Connection Charge (New Connection Where No Service Has Been Previously Provided)

Activity	Fee
Base Connection Fee	\$50
Service Connection Charge	
¾ Inch or Smaller (SFR)	\$600
1 Inch (MF & Com)	\$700
1 – ½ Inch (MF & Com)	\$2,000
2 Inch (MF & Com)	\$2,500
<u>Greater Than 2 Inch</u>	<u>Determined by Public Works Director</u>

Large Seasonal Users

Large seasonal users shall pay a demand and / or consumption charge, which shall be determined by the Public Works Director at such time as a potential large seasonal user applies for water service.

Low Income Senior and Low Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 10: Drainage Fees & Charges

All drainage fees and charges shall be per Ordinance 1461. The fees listed below are provided for ease of use only. Refer to Stanwood Municipal Code Chapter 12.12 for all terms and conditions related to the rates.

Bi - Monthly Drainage System Rates

Classification	Effective Jan 1, 2019	Effective Jan 1, 2020	Effective Jan 1, 2021	Effective Jan 1, 2022	Effective Jan 1, 2023	Effective Jan 1, 2024
Single Family Residence	\$28.39	\$34.78	\$42.60	\$46.54	\$50.85	\$54.03
Multi-Family Residential Per ERU (3,500 sf)	\$28.39	\$34.78	\$42.60	\$46.54	\$50.85	\$54.03
Non-Residential Per ERU (3,500 sf)	\$28.39	\$34.78	\$42.60	\$46.54	\$50.85	\$54.03

Drainage Plant Investment Charge

Prior to January 1, 2019, and for all projects for which a complete application has been submitted or a letter of completeness has been issued for any development permit prior to January 1, 2019:	
Capital Cost Per ERU	\$802.00
After January 1, 2019:	
Capital Cost Per ERU	\$1,414.00

Drainage Service Connection Charge (New Connection Where No Service Has Been Previously Provided)

Activity	Fee
Base Administration Fee	\$50
Base Connection Fee – All Permit Types	\$200

Drainage Fees and Charges for Property Outside City Limits

When property outside of the city is served by storm sewers, drainage ditches, drainage channels, or pumping facilities, charge for such drainage services, filing of liens or other fees or charges covered in this chapter shall be payable at the rate of 150 percent of the applicable charge or rate of service within the City.

Low Income Senior and Low Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 11: Special Events, Banner Hanging Fee & Other Events

Activity	Fee
Application Fee	\$50
Banner Hanging Fee (See Policy Below)	\$180
Off Duty Police When Need Is Determine by Police Chief (See Policy Below)	\$50 an Hour Per Officer \$60 an Hour For Traffic Control
Overtime For Police When Need Is Determined By Police Chief (See Policy Below)	\$56 an Hour For On-Duty Officer
City Policy: 1. The event sponsor shall pay the cost of off duty police and overtime for police as determined by the Stanwood Police Chief. 2. The City will cover the cost of Public Works and Community Development employees work created by the special event if during normal work schedule, over time will be billed to the applicant. 3. For special events which request City contribution, the City will sponsor 75% of the cost of the Banner Hanging Fee when the event: 1) is held in the City and 2) attracts the general public to the commercial areas.	

Section 12: Business Licenses, Temporary Merchants & Fireworks

General Business License	Fee
Business License	\$50; City of Stanwood Business Licenses Are Administrated By the Washington State Department of Revenue (DOR) Business Licensing Services. See http://bls.dor.wa.gov/ to Obtain a License. DOR Information Line: 1-800-451-7985
Taxicabs	Fee
Taxicab Operator License	\$50 Plus Cost of Background Check
Per Vehicle Fee	\$25
Per Driver Fee	\$25
Temporary Merchants Licensees	
Charitable Solicitations	\$45
Mobile Unit Vending	\$45
Peddlers & Solicitors (Per Person)	\$20
Temporary Merchant	\$35

Section 13:Public Records Act – Related Fees (Copying, Faxing & Transmission)

Activity or Item	Fee
Electronic files	Five cents per each four electronic files or attachment uploaded to email, cloud-based data storage service or other means of electronic delivery.
Photocopies or Printed Copies	Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment of photocopy public records.
Scanning	Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.
Storage Devices	The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requestor, and the actual postage or delivery charge.
Transmission of Electronic Files	The cents per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The agency shall take reasonable steps to provide the records in the most efficient manner available to the agency in its normal operations.
<u>Customized Electronic Access or Data Fee</u>	<u>A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access.</u>

Section 14:Miscellaneous Fees

Activity or Item	Fee
Postage	Actual Costs
Copies	Fifteen Cents per Page (8.5 x 11 or 11x17) Six Cents Per Square Foot for Plotter Paper

Section 15: Athletic Field Rental Fees and Charges

The City adopted athletic field rental fees and charges via Resolution 2013 - 03 and then subsequently updated those fees in 2017. Fees are updated annually

Church Creek Park resident = Stanwood Camano School District Boundaries

Heritage Park resident = Snohomish County Residents including Camano Island

FIELD USE RATE: REGULAR SEASON – GAMES and PRACTICES		
ATHLETIC FIELD	YOUTH	YOUTH SELECT, ADULT, NON-RESIDENT
Baseball/Softball Fields	\$5.00 per hour	\$15.00 per hour
Soccer Field *	\$5.00 per hour	\$15.00 per hour
Lacrosse Field*	\$5.00 per hour	\$15.00 per hour

*2 teams on 1 field max for hourly rate; if scheduling 3 or more teams on 1 field add either \$5 or \$15 per additional team.

FIELD USE RATE: TOURNAMENT, CAMPS, and COMMERCIAL		
	YOUTH	YOUTH SELECT, ADULT, NON-RESIDENT
Reservations	\$300.00 per day \$200 Refundable Damage Deposit	\$450.00 per day \$200 Refundable Damage Deposit
Cancellation Refund	\$100.00 of the Field Use Fee \$200 Damage Deposit	\$250.00 of the Field Use Fee \$200 Damage Deposit

OTHER FEES		
Energy Rate	\$5.00 per hour	
PW Crew (i.e. open park early, clean up and repairs)	\$50.00 per hour with 2 hour minimum	
Litter – Garbage Control	\$50.00 per hour Users will be held responsible for excessive litter and garbage left after games and practices by participants and spectators.	
Church Creek Park Covered Picnic Area	Resident \$30.00 ½ day 9:00am - 2:00pm or 3:00pm - Close	Non-Resident \$50.00 ½ day 9:00am - 2:00pm or 3:00pm - Close
* To reserve the picnic shelter visit the city's website at http://www.ci.stanwood.wa.us/reservations		

* Fees subject to change

* City sponsored events may have all or partial fees waived

Priority for Youth Recreational Sports during the "Traditional Season" applies.

Baseball/Softball Lacrosse Soccer Football	Mid Feb – June w/post season tournament in July Mid Feb – May w/post season tournaments in June Mid Aug – Mid November Mid Aug – Mid November
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CANCELLATION FEES

Regular Season:

- 20 days or more Full Refund
- 19 days or less No Refund

Tournament, Camps, and Commercial:

- See above for refund amount for tournaments, camps and commercial reservations

DRAFT

Section 16: Police Department Fees and Charges

<u>PERMIT, LICENSE OR SERVICES</u>	<u>FEES</u>
<u>Concealed Pistol License - New</u>	<u>\$49.25</u>
<u>Concealed Pistol License - Renewal</u>	<u>\$32</u>
<u>Concealed Pistol License – Late Renewal</u>	<u>\$42</u>
<u>Parking Permits</u>	<u>\$20</u>
<u>Fingerprints</u>	<u>\$17.00 / Two Cards</u>



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9e

DATE: December 09, 2021

SUBJECT: Appoint Mayor Roberts to represent Stanwood at Community Transit Meeting to select a new Board of Directors

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

ATTACHMENTS: A – Community Transit Letter
B – Representative Selection

ISSUE

Community Transit has requested the City Council appoint an elected official to represent the City at its January meeting to select a new Community Transit Board of Directors.

RECOMMENDATION

Mayor Roberts has served as the Community Transit representative since appointment in 2020. It is recommended that Council reappoint him for a two-year term as the City's representative.

DISCUSSION

At the January Community Transit meeting, cities and towns within Community Transit's service area will elect their representatives to the Board of Directors. The city's appointment will ensure the city has a representative at the first Board meeting.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

- 1) Appoint Mayor Roberts to represent the City at the Community Transit meetings.
- 2) Appoint a different elected official to represent the City at the Community Transit meetings.
- 3) Do not appoint a representative to the Community Transit Board and direct staff to areas of concern.

RECOMMENDED MOTION

I MOVE TO APPOINT MAYOR ROBERTS TO REPRESENT THE CITY OF STANWOOD AT THE COMMUNITY TRANSIT MEETING TO SELECT A NEW BOARD OF DIRECTORS.



November 15, 2021

Mayor Callaghan and City Council Members
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Dear Mayor Callaghan and City Council Members:

Community Transit bylaws require the cities of the Snohomish County Public Transit Benefit Area meet every two years to select the Community Transit Board of Directors. In January 2022, the Community Transit Board of Directors for the 2022-2023 term will be selected. The Board of Directors is the governing body for the agency, establishing policy and legislative direction. This letter explains the selection process and invites your city to participate in a meeting to select the Board of Directors for the next two-year term.

Community Transit Board Selection Meeting – Remote

Thursday, January 20, 2022 – 4:30 p.m. (30-minute estimated duration)

Each city in Community Transit's Public Transportation Benefit Area may appoint one elected official from your Council to represent your city at the selection meeting. Stanwood is in the small sized city category as defined by Community Transit bylaws. At this meeting, representatives from the small sized cities (Brier, Darrington, Gold Bar, Granite Falls, Index, Snohomish, Stanwood, Sultan and Woodway) will convene and select (2) Board member and (1) Board alternate positions.

Please place this item on an upcoming City Council meeting agenda.

Contact Rachel Woods, Executive Board Administrator, at rachel.woods@commtrans.org or 425-521-6158 by **January 13, 2022**, with the name, email, and phone number of the selected elected official who will attend this meeting on behalf of your city. Your representative will then receive participation details.

To further understand Community Transit and the Board's role, please reference the enclosed Board member roles and responsibilities, Board bylaws, and the agency's overview and priorities. Those being considered for the Board member role must disclose any personal situation which may give the appearance of having a conflict of interest as stated in the agency bylaws (section 3.1.i).

Thank you in advance for participating in the selection of the Community Transit Board of Directors. Please feel free to contact me with any questions. I hope to see you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Ric Ilgenfritz".

Ric Ilgenfritz
Chief Executive Officer
(425) 521-5266

Enclosures



Board Member Roles & Responsibilities

The Board of Directors is the governing body of the Snohomish County Public Transportation Benefit Area Corporation, Community Transit. There are nine voting members and one non-voting member of the Board who provide policy, fiduciary, and legislative direction for the corporation.

Term: February 2022—January 2024.

Qualifications

- Elected official selected by and serving on behalf of respective governing bodies of the component cities and county within the area OR (1) non-voting member representing the collective bargaining units
- Current Open Public Meetings Act training (can be obtained after being selected to the Board)
- No conflict of interest or appearance of a conflict of interest

Summary Responsibilities¹

- Acting in the best interests of Community Transit, advocating issues that promote the corporation's financial, operational, and organizational well-being
- Abiding by state and local laws regarding Board member conduct and protocol and the corporation's bylaws, procedures, and board resolutions
- Regularly attending all scheduled Board meetings, workshops, and retreats
- Representing Community Transit's position to the public, in the Legislature and the community
- Selecting and evaluating the performance of the chief executive officer
- Ensuring strong fiduciary oversight and financial management, approving expenditures over \$150,000
- Approving the annual budget, 6-year Transit Development Plan, service network, and agency fare policy

Meetings

- New Board Member Orientation (mutually agreeable date; 1 hour)
- 12 Regular Board Meetings per year
 - First Thursday of the month, 3-5 p.m.
- 4 Quarterly Board Workshops per year
 - Third Thursday of January, April, July and fourth Thursday of October 3-5 p.m.
- Monthly Board Standing Committee Meetings
 - Serve on 1 or up to 2 Committees (determined by Chair)
 - Executive Committee (Chair, Vice-Chair, Secretary, immediate Past Chair)
 - Strategic Alignment and Capital Development Committee
 - Finance, Performance and Oversight Committee
- Board Retreat/Planning Meeting as determined by Chair
- Special meetings may be called from time to time as necessary

Compensation

- Each Board member is eligible to receive mileage and meal reimbursement.
- Board members who are not full-time elected officials are eligible to receive [\\$90 per diem](#).

¹ See sec. 3.1 of Community Transit's Board Bylaws

Agency Overview

Community Transit is a special purpose municipal corporation providing public transportation services since 1976. Classified as a mid—sized urban transit agency, Community Transit is responsible for providing bus and paratransit service, vanpool and alternative commute options in Snohomish County. The agency also operates Sound Transit’s service in Snohomish County and integrates with Sound Transit light rail to serve shared customers and connect to a growing regional transit network.

OUR ► VISION

Travel made easy for all.

► MISSION

We help people get from where they are to where they want to be.

Community Transit’s public transportation benefit area (PTBA) encompasses most of urbanized Snohomish County, excluding the city of Everett. As of April 1, 2020, Community Transit’s PTBA has 607,522 residents, about 73% of Snohomish County’s 830,500 population. The agency has approximately 800 employees.

CORE VALUES

Core Values describe how we approach our work. They apply both internally and externally, guiding how we treat each other as well as how we interact with our customers, partners, vendors and our community. Our Core Values provide clear guidance and represent what we should expect of ourselves as well as our colleagues:

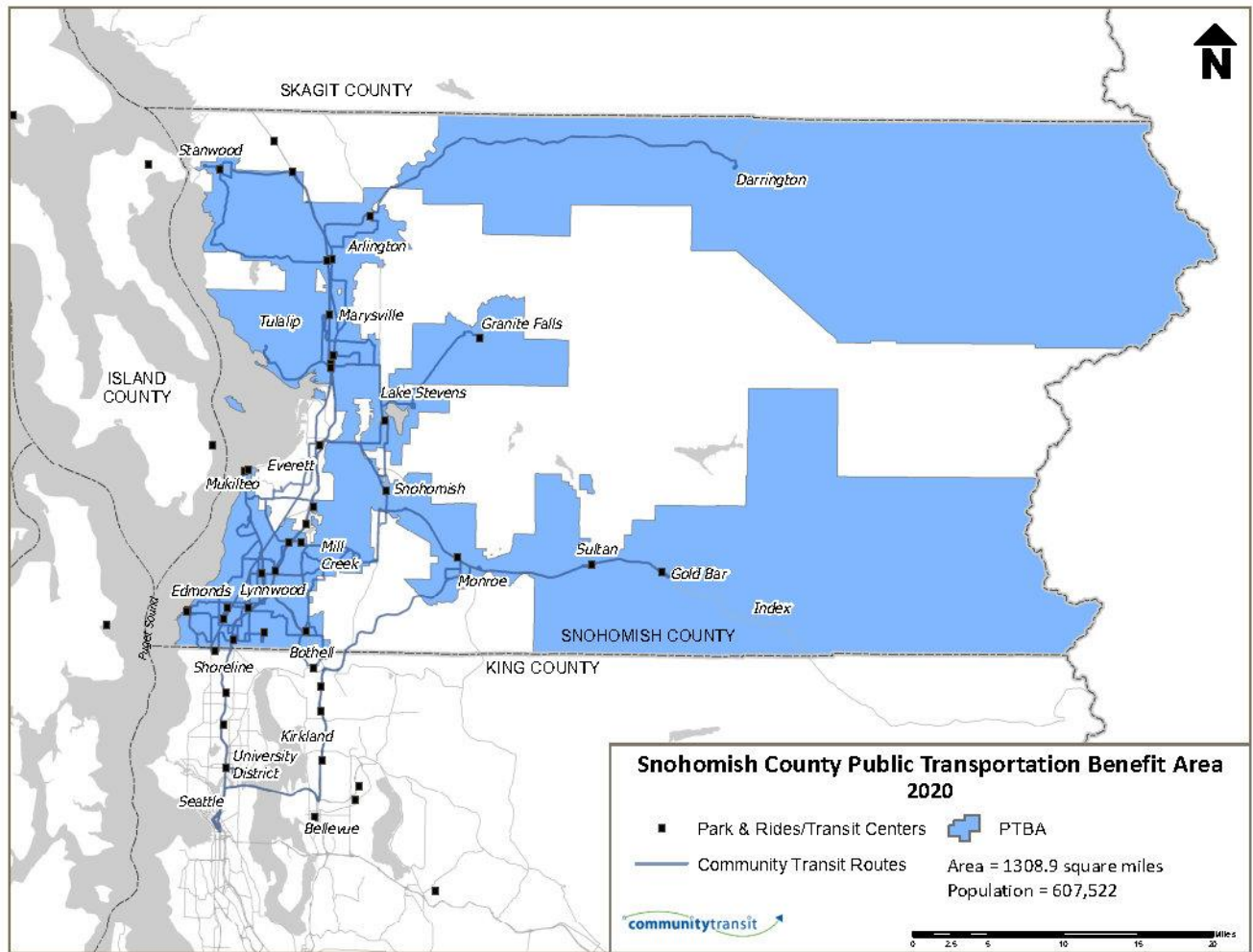
- **Accountability:** We hold ourselves and each other accountable and we encourage and support each other when needed.
- **Equity & Inclusion:** We align our policies, practices and resources so everyone has genuine opportunities to fully participate and thrive.
- **Initiative:** We consistently look for opportunities to go beyond the status quo and are committed to ongoing learning and development.
- **Integrity:** We believe in always doing the right thing for the right reasons and being honest with each other so that we may continue to build and maintain trust.
- **Mutual Respect:** We respect, value and celebrate each other and our customers as unique individuals with equal worth.

ADDITIONAL INFORMATION

2022 Budget: www.communitytransit.org/budget

Six-Year Transit Development Plan: www.communitytransit.org/TDP

SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA



2021-2026 Agency Priorities

COVID-19 Response: Continued Safety for our Customers and Employees

We remain committed to providing a safe and healthy environment for customers and employees. We will continue to implement COVID-19 safety measures such as mandating masks for employees and customers and extra cleaning and disinfection of all offices, facilities and vehicles. We will monitor federal, state and local guidance to ensure we continue to follow appropriate protocols.



We have not missed a day of service during the pandemic, ensuring essential travel has remained available to the communities we serve.

Swift Bus Rapid Transit (BRT) Network Expansion

Community Transit's *Swift* BRT network remains the agency's most highly utilized service, providing daily access to local and regional destinations including businesses, services and schools. As the region continues to grow and light rail moves north, the need for BRT services will also grow.

In 2024, in connection with the new light rail station in Lynnwood, we will open the *Swift* Orange Line, expanding BRT access within Snohomish County as well as providing service to the light rail station every 10 minutes. We will also expand our *Swift* Blue Line further south, to provide additional light rail station access at the new Shoreline station in King County.

Future expansion of our *Swift* BRT network includes a fourth line, the *Swift* Gold Line that will run from the Smokey Point Transit center in Arlington to the Everett Station, with multiple stops along the way including downtown Marysville, the Cascade Industrial Center, and Everett Community College. Ending at the Everett Station, the *Swift* Gold Line will also connect to local routes serving the Tulalip Reservation. The *Swift* Gold Line will provide easy public transit connections to multiple modes of transportation, providing riders with easy connections to a wide region in Snohomish County. The planning process for the *Swift* Gold Line will begin in 2022.

Regional Integration

Regional integration with Puget Sound area agency partners remains critical in ensuring expanded access for customers traveling across modes and counties. We work closely with transportation agencies across the region as well as



with the Puget Sound Regional Council to plan and support this current and future integration, including easy integrated fare payment through the regional ORCA card, and connections to light rail, trains, ferries, and other neighboring bus service. Community Transit will be an early implementer of the ORCA Next Generation system in 2022.

In 2021, we made our first connection to light rail at the new Sound Transit Link light rail station at Northgate, providing new travel options for Snohomish County riders to destinations like the University of Washington, downtown Seattle and Sea-Tac Airport. In 2024, we will expand this access further by providing frequent and all-day connections to the new light rail stations in Lynnwood, Mountlake Terrace and Shoreline.

Equitable Service and Accessibility

Community Transit is focused on ensuring we are providing equitable access to services, by expanding our public engagement and customer research programs, including growing partnerships with community-based organizations in historically underserved communities, and implementing several real-time pulse surveys to understand current barriers to transit for both riders and non-riders.

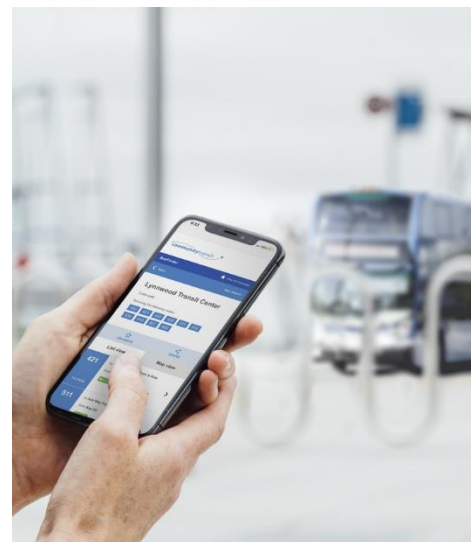
In 2024, when light rail in Lynnwood opens and our service into downtown Seattle and Northgate ceases, we will reinvest thousands of service hours back into our public transportation benefit area. As part of the planning for this transition, in fall of 2021 we will begin an extensive public outreach effort to ensure we are connecting with as many community members as possible to gather feedback on improving access to our service. This public outreach will continue in 2022 as we focus on the development of our next 20-year Long Range Plan.

Service Innovation

The launch of Lynnwood Link light rail in 2024 will afford Community Transit the opportunity to undertake a major re-structure of the service network within Snohomish County. Innovative public transportation services and delivery strategies may meet mobility needs more effectively than regular bus service does in areas not well-suited to support fixed-route transit, or where demand for travel innovation is unmet by traditional service.

Research and development is underway for new and flexible transportation options that will connect communities in new ways, providing services that will both integrate with, and provide alternatives to bus, BRT, commuter rail and light rail. We will work with communities to understand local needs and pilot programs that offer alternatives to fixed-route services. This may mean providing better-performing connections to, from and between city centers, to serve rural communities, and to seed new routes that would serve emerging markets.

Our first new program is in the city of Lynnwood, where we will soon pilot a service that will include on-demand transit rides in an area identified by the community as currently underserved.



Environmental Stewardship & Sustainability

Community Transit is focused on responding to the FTA sustainable transit challenge. We continue to strengthen our commitment to environmental stewardship and innovation. Part of our commitment to environmental stewardship involves exploring the feasibility of integrating zero emissions vehicles and infrastructure into our system. We have initiated a comprehensive feasibility study to develop a strategy for this transition and are allocating capital reserve funds in the next few years to start implementing the study's recommendations. In addition to changing the composition of our fleet, Community Transit is interested in developing an environmental and sustainability management system as our capital program continues to grow. We see this is a major potential tool in helping Community Transit establish and maintain a commitment to sustainable practices long term.

Adopted Feb. 11, 1976
Amended Dec. 14, 1983
Amended September 13, 1989
Amended February 1, 1996
Amended September 11, 2003
Amended February 3, 2005

Amended August 7, 2008
Amended September 2, 2010
Amended September 1, 2011
Amended March 6, 2014
Amended January 21, 2016

Bylaws of the
Snohomish County Public Transportation
Benefit Area Corporation

Article I. Name, Powers, Rights and Liabilities

Sec. 1.1 Name. The name of the municipal corporation duly established pursuant to laws of the State of Washington shall be "Snohomish County Public Transportation Benefit Area Corporation" hereinafter referred to as the "Corporation" or as Community Transit.

Sec. 1.2 Powers, Rights and Liabilities. By and in the corporate name, the Corporation shall have and exercise all powers, functions, rights and privileges now and hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities and limitations now and hereafter imposed upon municipal corporations of the same class by the Constitution and laws of the State of Washington, and shall have and exercise all other powers, functions, rights and privileges usually exercised by, or which are incidental to, or inhere in, municipal corporations of like character and degree. The Corporation shall have all powers possible to have under the Constitution and laws of this state.

Article II. The Governing Body - Board Composition

Sec. 2.1 Voting Members. The governing body of the Corporation shall be a Board that includes nine voting members, all of whom shall be elected officials selected by and serving at the pleasure of the respective governing bodies of the component cities and county within the area. The voting membership of the Board shall be composed of the following members:

- a. Two (2) members and their alternate who are elected officials of the governing body of the County.
- b. The remaining seven (7) voting members of the Board shall be selected as follows:
 - i. Two (2) members and one (1) alternate from the component cities with populations of 35,000 or more.

- ii. Three (3) members and two (2) alternates from the component cities with populations between 15,000 and 35,000.
- iii. Two (2) members and an alternate from the component cities with populations less than 15,000.
- iv. Such voting representatives to the Board shall be elected officials selected by the governing body of the respective representative cities. The selection of such members shall be elected by the elective representatives of the same size cities the Board member is to represent. Such selections shall be made during the months of January or February of each even-numbered year as determined by the Chairperson. Such selected members of the Board shall begin their term of office as a Board member at the first meeting following their selection.

At the aforementioned January or February meeting, alternate Board members shall be selected to serve on the Board in the event of a vacancy on the Board or the absence of one of the regular Board members selected pursuant to this subsection.

In the event of a vacancy on the Board created by one of the members selected pursuant to this subsection, the representatives of cities which were so represented on the Board by the vacant position on the Board shall meet as soon as it is feasible and select a representative to fill the vacancy. In the interim, an alternate selected pursuant to this subsection may fill the vacancy until a regular Board member is selected. Each such member of the Board shall hold office until his successor has been selected as provided herein unless such person has been ineligible to hold such position.

c. **Cities Excluded from Direct Membership.** Those cities within the boundaries of the Corporation and excluded from direct membership on the Board are authorized to designate a member of the Board who shall be entitled to represent the interest of such city which is excluded from direct membership on the Board. The legislative body of such city shall notify the Board as to the determination of its authorized representative on the Board.

Sec. 2.2 Non-voting Board Member. There shall be one (1) non-voting member who shall represent the collective bargaining units representing the public employees of the Corporation. The bargaining units shall select the non-voting member as prescribed in RCW 36.57A.050. Such selections shall be made during the months of January or February of each even-numbered year as determined by the Chairperson: provided however the

selection of the initial non-voting member shall take place as soon as possible after the effective date of the statutes providing for such non-voting member. Such selected non-voting member of the Board shall begin their term of office at the first meeting following their selection.

In the event of a vacancy on the Board created by the aforementioned non-voting member, the aforementioned procedure for selecting the non-voting member shall be followed to fill the vacancy as soon as it is feasible.

Article III. Duties of the Board and Board Meetings

Sec. 3.1 Duties of the Board.

i. Duties of Voting Members of the Board

The voting members of the Board of the Corporation shall provide the policy and legislative direction for the Corporation and its administrators. The voting Board Members shall also abide by the following performance standards:

- a. Voting members shall exercise their fiduciary duties through responsible use of the Corporation's assets. Voting members shall transact the Corporation's business promoting wise expenditures, prompt payment of debts, and in other ways safeguarding the Corporation's assets from waste, abuse, theft, or other physical loss.
- b. Voting members shall attend all scheduled Board meetings, workshops, and retreats, unless excused. Three consecutive unexcused absences constitutes removal from the Board. Voting members shall be informed and aware of issues affecting the Corporation.
- c. Voting members shall effectively represent the Corporation's position to the public, in the Legislature, and in the community. Voting members should not represent their own opinion as the official position of the Corporation.
- d. Voting members shall act in the best interests of the Corporation, supporting the agency as Snohomish County's primary public transportation provider. Voting members shall advocate issues that promote the Corporation's financial, operational, and organizational well-being.
- e. Voting members shall abide by all state and local laws with regard to Board member conduct and protocol, as well as the Corporation's by-laws, resolutions, and procedures.
- f. All voting member requests for information that require significant research or staff time shall be directed to the Chief Executive Officer (CEO). All requests shall be courteous and concise. Voting members should clearly state the goal of their request so the appropriate information can be supplied. Should the request be ambiguous in nature or

require substantial time or resources, the item shall be brought to the Executive Committee.

- g. There shall be no communication between voting members and Corporation employees or the non-voting member regarding negotiations or other personnel issues, except for the staff of the Corporation who are responsible to represent the Corporation and the Board in labor relations. If a Board Member is approached by an employee, the Board member shall refer the individual to the CEO. There shall also be no contact between Board Members and vendors or potential vendors that might create the impression of a conflict of interest or any other inappropriate conduct. Contact includes, but is not limited to, the receipt of gratuities and/or gifts of value.
- h. A Board Member shall direct any allegation that another Board Member or the non-voting member has violated these performance standards to the Chairperson of the Board of Directors who shall direct the investigation of the allegation. The Chairperson of the Board shall present the findings to the Executive Committee of the Board. If the Executive Committee finds that a violation has been committed, it may, in its sole discretion, present the issue to the full voting members of the Board of Directors for action. Action may include a reprimand or dismissal from the Board of Directors. If the allegation is against the Chairperson of the Board, the Vice-Chairperson shall direct the investigation as provided above. If the allegation is against a member of the Executive Committee, the Executive Committee member shall be excused from the Executive Committee's deliberations to determine whether the issue is submitted to the full Board of Directors.
- i. A Board member, when being considered for selection to the Board of Directors of Community Transit, shall disclose any personal situation which may give the appearance of having a conflict of interest. A conflict of interest may include, but is not limited to, having a family member working for Community Transit, past employment with Community Transit or contracting with Community Transit.

ii. Duties of The Non-Voting Member of the Board

The non-voting member shall abide by the following performance standards:

- a. The non-voting member shall exercise their fiduciary duties through responsible use of the Corporation's assets.
- b. The non-voting member shall effectively represent the Corporation's position to the public, in the Legislature and in the community. The non-voting member should not represent their own opinion as the official position of the Corporation.

- c. The non-voting member shall attend all scheduled Board meetings, workshops, and retreats unless excused. Three consecutive unexcused absences constitutes removal from the Board. The non-voting member shall be informed and aware of issues affecting the Corporation as provided in these Bylaws.
- d. Such non-voting member shall act in the best interests of the Corporation, supporting the agency as Snohomish County's primary public transportation provider. Such non-voting member shall advocate issues that promote the Corporation's financial, operational, and organizational well-being.
- e. Such non-voting member shall abide by all state and local laws with regard to the representative's conduct and protocol, as well as the Corporation's by-laws, resolutions, and procedures.
- f. Such non-voting member's requests for information that require significant research or staff time shall be directed to the Chief Executive Officer (CEO). All requests shall be courteous and concise. Such non-voting member should clearly state the goal of their request so the appropriate information can be supplied. Should the request be ambiguous in nature or require substantial time or resources, the item shall be brought to the Executive Committee.
- g. There shall be no communication between voting members and the non-voting member regarding negotiations or other personnel issues. There shall also be no contact between the non-voting member and vendors or potential vendors that might create the impression of a conflict of interest or any other inappropriate conduct. Contact includes, but is not limited to, the receipt of gratuities and/or gifts of value.
- h. A voting member or non-voting member of the board shall direct any allegation that another voting member or non-voting member has violated these performance standards to the Chairperson of the Board of Directors who shall direct the investigation of the allegation. The Chairperson of the Board shall present the findings to the Executive Committee of the Board. If the Executive Committee finds that a violation has been committed, it may, in its sole discretion, present the issue to the full voting members of the Board of Directors for action. Action may include a reprimand or dismissal from the Board of Directors. If the allegation is against the Chairperson of the Board, the Vice-Chairperson shall direct the investigation as provided above.
- i. A non-voting member of the board, when being considered for selection to the Board of Directors of Community Transit, shall disclose any personal situation which may give the appearance of having a conflict of interest.

Sec. 3.2 Board Offices. The majority of the whole voting membership of the Board shall select a Chairperson, a Vice Chairperson, and a Secretary from the voting members. The officers shall hold office until the first Board meeting in the month of February of each year. These officers may, if re-elected, serve more than one term.

Sec. 3.3 Meetings and Meeting Notice.

- a. Regular Meetings. The time and place of regular meetings of the Board shall be established by a resolution of the Board. Such resolution may also specify the appropriate notification of such meetings.
- b. Special Meetings. Special meetings may be called at any time by the Chairperson or by a majority of the voting members of the whole Board. The notification of such meetings must be delivered to each Board member and others requiring notification under the State Statute (RCW 42.30.080) at least twenty-four (24) hours before the time of such meeting unless otherwise provided for under the laws of the State of Washington. The requirements of RCW 42.30.080 now and as hereafter amended shall be adhered to regarding such meetings.
- c. Executive Sessions (Meetings). The Board may hold executive sessions if such sessions are not otherwise prohibited by State Statutes.

The Chairperson or the Acting Chairperson shall exclude the nonvoting member of the Board from attending any executive session held for the purpose of discussing negotiations with labor organizations. The Chairperson or the Acting Chairperson may allow the nonvoting member to attend any other executive session. The decision of the Chairperson or Acting Chairperson shall be final and binding. If the non-voting member attends an executive session of the Board of Directors, such non-voting member shall not disclose any information obtained in such executive session to anyone and shall not use such information to further the interest, either directly or indirectly, of any collective bargaining unit or employee(s) of the Corporation.

Sec. 3.4 Quorum. A majority of all the voting members of the Board shall constitute a quorum for the transaction of business.

Sec. 3.5 Parliamentary Procedure. All Board meetings shall be conducted pursuant to the Rules of Order established by the presiding officer; provided that a majority of the quorum may require that "Roberts Rules of Parliamentary Procedure" be applied to the meeting procedures unless other procedures are required by these Bylaws or the laws of the State of Washington.

Sec. 3.6 Board Acting as a Body. The Board shall take official action as a body in making its decisions and announcing them. No member shall represent or act for the Board without prior authorization of the Chairperson, the Executive Committee, or the Board except as otherwise provided for in these Bylaws.

Sec. 3.7 Records of Board Meetings.

- a. **Minutes.** The proceedings of the Board meetings shall be recorded and maintained. The minutes shall consist primarily of a record of the action taken. Prior to the adoption of the minutes, copies of the proposed minutes shall be forwarded to all Board members prior to the next regular meeting for their reference and/or correction. At the next regular meeting, the Board shall consider the minutes for adoption or necessary corrections. A recording secretary will be present at all open Board meetings unless otherwise directed by the Chairperson, in which event the Chairperson shall designate another Board or staff member to keep a record of the meeting. Copies of the adopted minutes shall be forwarded to all Board members and to the component cities and county.
- b. **Resolution.** Every action of the Board of a general permanent nature and every action otherwise required by State Statute shall be by Resolution or Ordinance.

Sec. 3.8 Committees. The Chairperson, from time to time, shall appoint Board members to serve on standing or special committees. If a non-voting member is appointed to a committee, that non-voting member shall also be a non-voting member of the committee. At the time of the appointment of such Board members, the Chairperson shall state the objective of the committee and the date upon which a report shall be issued to the Board. The Chairperson shall be an ex-officio member of all such committees. There shall be one permanent standing committee, that committee to be the Executive Committee. The membership of the Executive Committee shall consist of the Chairperson, the Vice Chairperson, the Secretary, and the immediate past Chairperson. In the event there is no immediate past Chairperson, the Chairperson shall select another Board member to be on the Executive Committee.

Article IV. Duties of the Chairperson, Vice Chairperson, and Secretary

Sec. 4.1 Duties of the Chairperson. The Chairperson shall preside at all meetings of the Board. In the event of the Chairperson's absence or inability to preside, the Vice Chairperson shall assume the duties of presiding over the meetings of the Board;

provided, however, if the Chairperson is to be permanently unable to preside, the Board shall select a new Chairperson for the remainder of the Chairperson's term. The Chairperson shall also exercise the duties set forth in Article III, Sections 3.1.i.h and 3.1.ii.g above.

Sec. 4.2 Chairperson as Spokesperson. The Chairperson shall act as spokesperson for the Board and shall act as its representative at meetings with other organizations, committees, and other such activities unless such representative shall otherwise be authorized by the Board; provided, however the Chairperson may delegate to any voting Board member the duty of being a spokesperson or representative for the Board. The Chairperson or his/her designated Board member acting as a spokesperson or representative shall make no pronouncements that will obligate or commit the Board except as provided by these Bylaws or pursuant to the authorization of the Board.

Sec. 4.3 Vacancy of Chief Executive Officer. In the event the position of Chief Executive Officer is vacant, the Chairperson shall select an interim replacement subject to approval by the voting members of the Board. Such interim replacement shall not be a Board member and may or may not be a current employee. As soon as practicable following the vacancy, the voting Board members shall initiate a recruitment process to select a new Chief Executive Officer.

Sec. 4.4 Duties of Vice Chairperson. The Vice Chairperson shall perform the duties and have the power of the Chairperson during the absence of the Chairperson. The Vice Chairperson shall perform other duties and have other powers as might be delegated to him or her by the Chairperson. The Vice Chairperson shall be a member of the Executive Committee of the Board. The Vice Chairperson shall also exercise the duties set forth in Article III, Section 3.1.i.h and 3.1.ii.g above.

Sec. 4.5 Duties of Secretary. The Secretary shall cause a record to be made of all open meetings and to sign all documents requiring the Secretary's signature. The Secretary shall be a member of the Executive Committee.

Article V. Chief Executive Officer

Sec. 5.1 Appointment and Removal of Chief Executive Officer. The Board may appoint and remove the Chief Executive Officer with the affirmative vote of sixty percent (60%) of the whole voting membership of the Board of Directors. The Chief Executive Officer shall perform such administrative duties specified in these Bylaws and such other administrative duties as may be designated from time to time by the Chairperson.

Sec. 5.2 Duties of the Chief Executive Officer. The powers and duties of the Chief Executive Officer of the Corporation shall be:

- a. To have general supervision over the administrative affairs of the Corporation.
- b. To appoint and remove all department heads.
- c. To appoint and remove all other employees of the Corporation. However, the voting Board members may cause an audit to be made of any department or office of the Corporation and may select the persons to make it, without the advice and consent of the Chief Executive Officer.
- d. To attend all meetings of the Board at which his/her attendance may be required by that body.
- e. To recommend for adoption by the Board such measures as he/she may deem necessary or expedient.
- f. To prepare and submit to the Board such reports as may be required by the Board or as he/she may deem it advisable to submit to the Board.
- g. To keep the Board fully advised of the financial condition of the Corporation and its future needs.
- h. To prepare and submit to the Board a proposed budget for the fiscal year and to be responsible for its administrative adoption.
- i. To develop and implement policies and procedures to ensure compliance with State public disclosure laws. Due to the size of Community Transit it would be unduly burdensome to maintain an index as provided in RCW 42.17.260.
- j. To perform such other duties as the Chairperson or Board may determine.
- k. To determine conjointly with the Board appropriate performance measurements/standards by which said Chief Executive Officer is to be evaluated at least on an annual basis.

Article V1. Attorney. The Board shall make provision for legal counsel to the Board and the Corporation by any reasonable contracted arrangement for such professional services.

Article VII. Severability. If any provision of these Bylaws, or its application to any person or circumstance is held invalid, the remainder of these Bylaws, or the application of the provisions to other persons or circumstances, is not affected.

Article VIII. Amendments. These amended Bylaws, as adopted by the Board of the Snohomish County Public Transportation Benefit Area Corporation, may be revised or amended at any regular or special meeting of the Board by a vote of a two thirds (2/3rds) of the whole voting membership of the Board; provided that copies of proposed revisions or amendments shall be available to each Board member at least one (1) week prior to the regular or special meeting at which proposed revisions or amendments are to be acted upon.

The foregoing amended Bylaws of the Snohomish County Public Transportation Benefit Area Corporation, consisting of 10 pages, have been adopted and approved by the majority of the whole voting Board on the ____ day of _____, 2016, and shall supersede all past Bylaws or amended Bylaws of the Corporation.

Approved and passed this ____ day of _____, 2016 .

Councilmember Mike Todd, Chair

ATTEST:

Councilmember Stephanie Wright, Secretary

APPROVED AS TO FORM:

Allen J. Hendricks, Attorney

ATTACHMENT ' A '

Governing Body - Board Composition:

- A. **Voting Members** - Nine (9) voting members - all of whom shall be elected officials selected by and serving at the pleasure of the respective governing bodies of the component cities and county within the area composed as follows:

Two (2) council members and their alternate from Snohomish County;

Two (2) members and one (1) alternate from component cities with population of 35,000 or more - Edmonds, Lynnwood and Marysville.

Three (3) members and two (2) alternates from component cities with population between 15,000 and 35,000 - Arlington, Bothell, Lake Stevens, Mill Creek, Monroe, Mountlake Terrace, and Mukilteo

Two (2) members and an alternate from component cities with population less than 15,000 - Brier, Darrington, Gold Bar, Granite Falls, Index, Snohomish, Stanwood, Sultan, and Woodway.

- B. **Non-voting Members** - One (1) non-voting member of the Board of Directors selected by the bargaining units pursuant to RCW 36.57A.050.

Revised 1/21/16



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9f

DATE: December 9, 2021

SUBJECT: Washington State Transportation Board (TIB) Overlay Grant

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: Exhibit A - Award Letter
Exhibit B – Segment Listing
Exhibit C – Fuel Tax Agreement

PURPOSE

The purpose of this agenda item is for Council consideration of allowing the mayor to sign an agreement with the TIB for grant funding of the 68th and 72nd Avenue overlay projects.

BACKGROUND

The city was successful in obtaining grant funding from the TIB for paving 72nd Avenue from 272nd to 276th Street, and 68th Avenue from 276th to 280th Street. These grants are for 85% of the eligible costs, requiring a 15% match by the city. The total grant funding is \$418,149, and the 15% match will be \$73,790. The matching funds will come from the Transportation Benefit District (TBD). These projects are in the City's 2022 budget and Capital Improvement Plan. Along with the paving, approximately 6 ADA ramps will be brought up to current standards.

In the past, the City has partnered with Snohomish County to manage these projects. The county did not have an overlay program the previous two years and city staff managed the projects in both years. These projects went very well, came in under budget and were completed in much less time than prior years. Therefore, staff plans on managing these projects internally again.

ANALYSIS

These projects are in the TIP, the CIP. The current budget has a different section of 72nd Avenue in 2022, however, due to being successful in getting grant funding for these two segments, the funding will be switched to these projects.

Fiscal Impact			
Grant funds - \$418,149 City's Match - \$73,790			
Fund(s):	Street Improvements – 595 30 63 32		
Amount:	\$ 73,790	Project Estimate:	\$ 491,939 -
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☒ Monitor

RECOMMENDATIONS

Staff Recommendation:

Authorize the mayor to execute the grant agreement with TIB for the 68th and 72nd Avenue overlay projects.

Committee/Board Recommendation:

The award came after the Public Works Committee meeting, so it has not been reviewed by the committee.

CITY COUNCIL OPTIONS

1. Authorize the mayor to execute the grant agreement with TIB for the 68th and 72nd Avenue overlay projects.
2. Do not authorize the mayor to execute the grant agreement with TIB for the 68th and 72nd Avenue overlay projects.
3. Send this to committee for further discussion.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT WITH TRANSPORTATION IMPROVEMENT BOARD FOR THE 68TH AND 72ND AVENUE OVERLAY PROJECTS.



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Glenn Johnson
City of Pullman

Amy Asher
Mason Transit Authority

Aaron Butters, P.E.
HW Lochner Inc.

Susan Carter
Hopelink

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

David Ramsay
Feet First

Les Reardanz
Whatcom Transportation Authority

Steve Roark, P.E.
WSDOT

Ruth Robertson
Budget Assistant of the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 23, 2021

Mr. Shawn Smith
City Engineer
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292-8022

Dear Mr. Smith:

Congratulations! We are pleased to announce the selection of your project, 2021 Overlay, Multiple Locations, TIB project number 3-P-823(008)-1.

TIB is awarding 85.0000% of approved eligible project costs with a maximum grant of \$418,149.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and then sign and scan;
- Sign and scan one copy of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 19, 2022 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165

Arterial Preservation Program (APP)
Approved Segment Listing
FY 2023 Overlay Program

STANWOOD

Street	Termini	Pavement Length	Pavement Width
68th Avenue	276th St to 280th St NW	1,300 feet	36 feet
72nd Avenue	272nd St to 276th St	1,300 feet	28 feet



City of Stanwood
3-P-823(008)-1
2021 Overlay
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Stanwood
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2021 Overlay, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stanwood, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 85.0000 percent of approved eligible project costs up to the amount of \$418,149, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT 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. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name