

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, February 10, 2022



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, February 10, 2022 – 7:00 p.m.
This meeting will be conducted by telephone
and online, connection information will be
posted on City Website—
<https://www.stanwoodwa.org>

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
Anyone wishing to provide written or oral public comment, must pre-register by 9:00 a.m. the day of the meeting, by calling 360-454-5213, or by clicking on this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>
- 5. STAFF REPORTS**
- 6. COMMITTEE REPORTS**
 - a. Planning Commission Meeting Minutes November 15, 2021 **6.1**
 - b. Economic Development Board Meeting Minutes November 19, 2021 **6.4**
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **7.1**
 - b. Approve January 27, 2022, Regular Meeting Minutes **7.5**
- 8. OLD BUSINESS**
- 9. PUBLIC HEARING**
- 10. NEW BUSINESS**
 - a. Appointment of Economic Development Board Member Richard Good **10.1**
 - b. Appointments to Snohomish County Tomorrow Steering Committee **10.2**
 - c. Authorize the mayor to sign Interlocal Agreement with the Washington School Information Processing Cooperative **10.3**
 - d. Authorize the Mayor to Sign Solid Waste Collection Services Contract with Waste Management of Washington, Inc. **10.7**
 - e. Authorize the Mayor to Sign Ovenell Park Visioning Contracts with JA Brennan and Confluence Environmental **10.38**
- 11. CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
- 12. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 13. ADJOURN TO EXECUTIVE SESSION – NONE SCHEDULED AT THIS TIME**
- 14. RECONVENE AND ADJOURN**

Upcoming Meetings:

February 24, 2022 Regular Meeting
March 10, 2022 Special Workshop Meeting
March 10, 2022 Regular Meeting



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a

DATE: November 15, 2021

SUBJECT: Planning Commission Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – November 15, 2021, Meeting Minutes

SUMMARY STATEMENT

Minutes from the November 15, 2021, Planning Commission Meeting are attached to this staff report for approval as presented. The Planning Commission reviewed and approved these minutes at their January 10, 2022, meeting.



Planning Commission
Meeting Minutes
November 15, 2021

Call to Order 6:31 pm

Roll Call

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

Staff Present: Patricia Love
Tansy Schroeder
Audrey Rotrock
Marcus Richards

Also known to be present: Cathy Wooten, Peggy Wendel

Public Requests and Comments:

Cathy Wooten - Park impact fees. With every development being built, if the park impact fees aren't up to date, we're losing thousands of dollars. We need parks to be functional for newcomers.

Approval of Minutes:

With correction of start time, the Minutes of October 11, 2021 were approved as written.

New Business:

Two New Staff Members

Welcome Associate Planner, Audrey Rotrock. She will be the new person sending packets and handling minutes.

Welcome Marcus Richards, Senior Planner, assisting us with long range planning efforts and comprehensive plan update.

Congratulations to Marcus Metz for his win as a new city council member.

Park Impact Fee Code Amendment

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. Important to keep the park impact fee up to date. Would like to update it every 2 years to avoid a huge spike and easy transition for developers. Need to update park impact fee based on the 2022 capital facilities plan and show how the numbers work out applying the new CIP. Community Development Director, Patricia Love went through, step by step, how the formula is used determine park impact fees. The formula was codified into the SMC in X year. Applying the new numbers to the formula will keep the calculation of park impact fees up to date.



Planning Commission Meeting Minutes November 15, 2021

Park Impact Fee Formula:

$$\frac{PIF = C \times S \times U \times A}{P}$$

- C = Average Development and Acquisition Cost per Acre
S = Level of Service Standard: 2.5 acres per 1,000 residents for each neighborhood and community parks = 5.0 acres per 1,000 residents
P = 1,000 (People)
U = Average Occupancy: 2.77 / SFR and 2.17 / MFR
A = Adjustment (Discount) Rate of 40% (Applies a 0.60 adjustment factor to the formula)

Recirculate the ordinance with proposed methodology showing new formula after Thanksgiving holiday for hearing in January. The commission voted to move this forward to the public hearing in January.

Old Business:

N/A

Miscellaneous Business:

N/A

Recent Council Action on Commission Items:

Permitted use procedures code amendment council continues to work through the code with the third and final reading at November 22, 2021 meeting. Anticipating the council to approve at this at the meeting.

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: 7:31 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6b

DATE: February 10, 2022

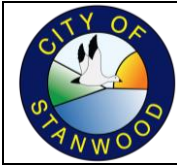
SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Sarah Cho, Economic Development and Marketing Manager

ATTACHMENTS: A – November 19, 2021, Meeting Minutes

SUMMARY STATEMENT

Minutes from the November 19, 2021, Economic Development Board meeting are attached to this staff report for approval as presented. **The Economic Development Board reviewed and approved these minutes at their January 21, 2022, meeting.**



Economic Development Board Meeting Agenda November 19, 2021

The November 19, 2021 Economic Development Board Meeting held via Zoom, was called to order at 7:32 a.m.

Board Members in Attendance:

Les Anderson, Kristine Birkenkopf, Blake Arnold, John Russell

Absent: Randy Heagle, Brandy Timmer, Dave Pelletier

Staff Members in Attendance:

Patricia Love, Sarah Cho, Krista Hintz, Audrey Rotrock

Approval of Minutes:

Add John Russell to the list of attendees at the October 15, 2021 meeting; the amended minutes of October 15, 2021 are approved.

Special Events/Tourism Grants

Economic Development & Marketing Manager, Sarah Cho, has received 1 application for a special event – Glass Quest – for February 2022. The Great Northwest Glass Quest is a 10-day treasure hunt for hand blown glass balls that attracts over 10,000 people to Stanwood and Camano Island each February. The GNWGQ is applying for a Tourism Grant through the City of Stanwood. The requested amount listed on the application is \$2,000. Grants may be considered in an amount up to \$1,000 for events with less than 4,000 participants, and \$2,000 for events over 4,000 participants.

2021 data taken from on-line check-ins showed the total number of individuals Questing to be close to 15,000 (approximately 6,000 entries or groups, which is an increase from past years). Many indicated this was their first time attending the event. Of those people who checked in online, 227 groups indicated that they were staying overnight in paid accommodations, totaling approximately 668 individuals.

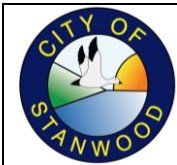
For 2022, they are anticipating a budget of \$45,600, which meets the requirements of the 50% grant award match. History shows the Great Northwest Glass Quest event routinely brings in over 4,000 participants and continues to grow. The event will qualify for the full grant award of \$2,000.

The Board approved the grant request. The application will be processed and sent to Council for review.

City Beautification Action Plan: Wayfinding Signs & Decorative Seasonal Banners

Community Development Director, Patricia Love gave an update on progress of the City Banner Project and Snow Goose signs. 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. Community Development Director Love explained that there will be two types of banners – City sponsored, seasonal or community banners and special event banners paid by sponsors.

A big thank you to Public Works who've completed four planters and are waiting for the banner stands to return from the fabricator. Landscaping along SR 532 is nearing completion. Many Snow



Economic Development Board Meeting Agenda November 19, 2021

Goose signs are up. Staff has been working with Meyer Sign Company to change current panel verbiage and font, rework "Hilltop District" signs to "Uptown District" and create service club logos for the two-foot diameter discs. Powder coating the "Uptown District" signage depends on their schedule and will take the longest, approximately 3-5 weeks to complete all aspects. Banner poles being fabricated for service club signs which can be installed in the next few weeks.

East End Gateway Archway

The 88th Avenue Arch was proposed to be located at the new Viking Way intersection, but there are electrical wires that would need to be moved. Staff is recommending moving the Arch south and keeping it at the existing overhead location, which will be closer to SR 532. Structural design with Pace Engineering will be starting soon.

Business Round Tables:

Sarah Cho, Economic Development and Marketing Manager, stated that after the last business round table, a survey was sent out to those who attended. The survey was used to determine an order of priority for the 8 different projects. The results are listed below:

- 1- Brick road design,
- 2- Power, street lines, and banners,
- 3-5 A tie between the triangle design, gateway arch, and connecting/visibility to SR 532,
- 6- 102nd/270th Street intersection,
- 7- District identity/boundaries/subarea planning, and
- 8- 270th Street one way road concept.

Patricia Love and Sarah Cho also met with TranspoGroup to talk about the scope and budget of Main Street revitalization (East & West ends) which is scheduled to begin in 2022.

The West End bypass survey results went to Council. This is a very expensive project that will have to be funded by state support and grants. Next steps are to request funds for feasibility, design, and environmental review from the legislature. The City is also working on a small grant for a visualization of the west end.

Christmas Decorations

Public works crew will be getting Christmas decorations out and putting them up next week and the week after Thanksgiving.

EDB Meetings for 2022

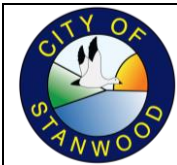
The Board was asked if anyone would like to change the day and/or time of meetings in 2022. All agreed to keep the same meeting schedule.

Board Member Renewals for 2022

David Pelletier and Kristine Birkenkopf are up for renewal. Kristine agreed to renew. Sarah Cho will follow up with David Pelletier about his reappointment.

Discover Stanwood Camano Updates:

Last month, Sarah Cho presented the Discover Stanwood Camano website analytics. Analytics for the month of October are as follows: Users: 1,037 Page views: 1,946. The audience locations were from



Economic Development Board Meeting Agenda November 19, 2021

Washington: 607 Wyoming: 161 California: 35 District of Colombia: 25 Virginia: 22. In Canada, British Colombia: 4 Ontario: 1 Prince Edward Island: 1 Quebec: 1.

Business License Updates:

In the month of October, the City received a total of 16 new applications – 1 New City Business, 10 Non-Resident Business, and 5 Home Occupation Business Licenses.

Other Business:

A concern was brought up that the DSC website doesn't align with what residents call uptown/downtown/old town etc. Additional discussion is needed regarding what each area wants to be called when updating the website and the downtown master plan.

Introduced Audrey Rotrock as new Associate Planner. She will be taking over administrative duties of the meeting.

The December EDB meeting is cancelled.

Adjourn: 8:20 am

Next meeting: January 21, 2022 @ 7:30 am

Audrey Rotrock
Associate Planner



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: February 10, 2022
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 34928 through 34982 and Washington Federal Bank electronic funds transfers in the amount of \$716,685.46. Approve issuance of Washington Federal electronic payroll and benefit funds transfers in the amount of \$41,850.00.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 34928 THROUGH 34982 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$716,685.46. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL AND BENEFIT FUNDS TRANSFERS IN THE AMOUNT OF \$41,850.00.

CHECK REGISTER

City Of Stanwood

Time: 11:20:42 Date: 02/02/2022

01/20/2022 To: 02/02/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
204	01/21/2022	Payroll	3	EFT		3,000.00	January 2022 Draw
205	01/21/2022	Payroll	3	EFT		1,400.00	January 2022 Draw
206	01/21/2022	Payroll	3	EFT		2,000.00	January 2022 Draw
207	01/21/2022	Payroll	3	EFT		2,000.00	January 2022 Draw
208	01/21/2022	Payroll	3	EFT		1,000.00	January 2022 Draw
209	01/21/2022	Payroll	3	EFT		2,000.00	January 2022 Draw
210	01/21/2022	Payroll	3	EFT		2,700.00	January 2022 Draw
211	01/21/2022	Payroll	3	EFT		2,700.00	January 2022 Draw
212	01/21/2022	Payroll	3	EFT		4,000.00	January 2022 Draw
213	01/21/2022	Payroll	3	EFT		1,600.00	January 2022 Draw
214	01/21/2022	Payroll	3	EFT		1,000.00	January 2022 Draw
215	01/21/2022	Payroll	3	EFT		2,000.00	January 2022 Draw
216	01/21/2022	Payroll	3	EFT		1,600.00	January 2022 Draw
217	01/21/2022	Payroll	3	EFT		2,000.00	January 2022 Draw
218	01/21/2022	Payroll	3	EFT		1,500.00	January 2022 Draw
219	01/21/2022	Payroll	3	EFT		1,000.00	January 2022 Draw
220	01/21/2022	Payroll	3	EFT		2,200.00	January 2022 Draw
221	01/21/2022	Payroll	3	EFT		1,700.00	January 2022 Draw
222	01/21/2022	Payroll	3	EFT		500.00	January 2022 Draw
223	01/21/2022	Payroll	3	EFT		3,450.00	January 2022 Draw
224	01/21/2022	Payroll	3	EFT		1,500.00	January 2022 Draw
225	01/21/2022	Payroll	3	EFT		1,000.00	January 2022 Draw
328	01/26/2022	Claims	3	EFT	HSA Bank	2.50	HSA Service fee
329	01/26/2022	Claims	3	EFT	Harland Clarke	115.12	deposit slips for checking account
336	01/28/2022	Claims	3	EFT	WA St Dept of Revenue **	15,831.87	City of Stanwood
226	01/20/2022	Claims	3	34928	AWCPD	5,103.00	City of Stanwood
227	01/20/2022	Claims	3	34929	David Hammond	230.00	City of Stanwood
228	01/20/2022	Claims	3	34930	Springbrook Holding Company	22,026.82	City of Stanwood
229	01/20/2022	Claims	3	34931	WA Cities Insurance	240,995.00	City of Stanwood
337	01/28/2022	Claims	3	34932	APWA- (American Public Works Assoc.)	247.00	City of Stanwood 813304
338	01/28/2022	Claims	3	34933	Aramark Uniform Services Inc	95.76	937963000; 937963000
339	01/28/2022	Claims	3	34934	Cascade Septic Pumping, LLC	300.00	City of Stanwood
340	01/28/2022	Claims	3	34935	Confluence Environmental Company, Inc	5,346.00	City of Stanwood
341	01/28/2022	Claims	3	34936	Daily Journal Of Commerce Inc	504.45	City of Stanwood 3941; City of Stanwood 3941; City of Stanwood 3941
342	01/28/2022	Claims	3	34937	Databar Inc.	2,460.36	8952; 8952; 8952
343	01/28/2022	Claims	3	34938	Dog Waste Depot	119.00	City of Stanwood
344	01/28/2022	Claims	3	34939	Edge Analytical Inc	176.00	STA01
345	01/28/2022	Claims	3	34940	Michael B Evans	92.00	City of Stanwood
346	01/28/2022	Claims	3	34941	Glass Tech Stanwood Inc	382.20	City of Stanwood
347	01/28/2022	Claims	3	34942	Hamilton Lumber LLC	654.38	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
348	01/28/2022	Claims	3	34943	ICI Construction Inc.	84,122.37	City of Stanwood
349	01/28/2022	Claims	3	34944	ICONIX Waterworks (US) Inc.	169.42	City of Stanwood
350	01/28/2022	Claims	3	34945	Lake Industries LLC	5,027.08	City of Stanwood; City of Stanwood
351	01/28/2022	Claims	3	34946	Lenz Enterprises Inc	10.00	City of Stanwood
352	01/28/2022	Claims	3	34947	Mackenzie	884.40	City of Stanwood
353	01/28/2022	Claims	3	34948	NC Machinery	153.80	0271520; 0271520
354	01/28/2022	Claims	3	34949	NCL of Wisconsin, Inc.	354.44	44599; 44599
355	01/28/2022	Claims	3	34950	Northsound Refrigeration	1,381.05	City of Stanwood; City of Stanwood
356	01/28/2022	Claims	3	34951	Office Depot	489.17	36274097; 36274097; 36274097; 36274097
357	01/28/2022	Claims	3	34952	PUD Of Snohomish County *	802.19	222277832; 220923312; 200794063; 202423729

CHECK REGISTER

City Of Stanwood

01/20/2022 To: 02/02/2022

Time: 11:20:42 Date: 02/02/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
358	01/28/2022	Claims	3	34953	Perteet Inc.	40,787.97	City of Stanwood; City of
359	01/28/2022	Claims	3	34954	Puget Sound Clean Air Agency	4,974.00	STAN088
360	01/28/2022	Claims	3	34955	RH2 Engineering Inc	17,243.82	City of Stanwood; City of
361	01/28/2022	Claims	3	34956	Ricoh USA, Inc.	1,652.90	1316669-3660143; 1316669-3659652; 1316669-3660140; 1316669-3660090; 1316669-3660142; 1316669-3800377; 1316669-3800326
362	01/28/2022	Claims	3	34957	Safeway	22.77	City of Stanwood 191483
363	01/28/2022	Claims	3	34958	Sno Co District Court	470.25	DCT4003
364	01/28/2022	Claims	3	34959	Sno Co Prosecuting Attorney	1,395.65	City of Stanwood
365	01/28/2022	Claims	3	34960	Sno Co Sheriff's Office - CB	1,230.61	91-6001368; 91-6001368
366	01/28/2022	Claims	3	34961	Snohomish County 911	9,181.11	City of Stanwood
367	01/28/2022	Claims	3	34962	Everett Daily Herald/ Sound Publishing	345.00	51439981
368	01/28/2022	Claims	3	34963	Stanwood Auto Parts	231.89	56100; 56100; 56100; 56100
369	01/28/2022	Claims	3	34964	Stanwood Camano News	25.55	City of stanwood Police Department SCN-1530170
370	01/28/2022	Claims	3	34965	Stanwood Senior Center	10,000.00	City of Stanwood
371	01/28/2022	Claims	3	34966	Stanwood-Camano News	144.38	48893; 48893
372	01/28/2022	Claims	3	34967	Stilly Auto Parts Napa	11.99	27197
373	01/28/2022	Claims	3	34968	Summit Law Group	165.00	20150-1-DAS
374	01/28/2022	Claims	3	34969	UPS Store #4798	12.61	City of Stanwood
375	01/28/2022	Claims	3	34970	US Bank Na Custody/ Treas Div-Money Ctr	34.00	777221717
376	01/28/2022	Claims	3	34971	USA Bluebook	1,946.15	478228; 478228; 478228
377	01/28/2022	Claims	3	34972	Unit Process Company	448.14	155002138
378	01/28/2022	Claims	3	34973	Unum Life Insurance	176.80	City of Stanwood; City of
379	01/28/2022	Claims	3	34974	WA St Auditor's Office	2,295.93	City of Stanwood
380	01/28/2022	Claims	3	34975	WA St Dept of Ecology *	232,514.67	City of Stanwood; City of
381	01/28/2022	Claims	3	34976	WA St Dept of Licensing *	732.00	City of Stanwood
382	01/28/2022	Claims	3	34977	WABO	50.00	City of Stanwood
383	01/28/2022	Claims	3	34978	WAPRO	25.00	City of Stanwood Police Department
384	01/28/2022	Claims	3	34979	Washington State Patrol *	119.25	STA301
385	01/28/2022	Claims	3	34980	Wave Broadband	278.84	3201-0316545-01; 3201-0316547-01
386	01/28/2022	Claims	3	34981	Zipty Fiber	1,464.91	360-939-0579-080320-5; 206-188-0411-05315-5; 360-629-4907-072497-5
387	01/28/2022	Claims	3	34982	Zumar Industries Inc	628.89	000683

001 General Fund	219,235.54
101 Street Fund	24,840.72
103 Street Construction Fund	40,787.97
110 Building Improvement Fund	884.40
401 Sewer Fund	292,717.95
403 Sewer Construction Fund	96,513.55
410 Drainage Fund	23,461.44
421 Water Fund	59,242.64
630 Agency Fund	851.25

Claims:	716,685.46
758,535.46 Payroll:	41,850.00

CHECK REGISTER

City Of Stanwood

Time: 11:20:42 Date: 02/02/2022

01/20/2022 To: 02/02/2022

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

() Finance Director (✓) Auditing Officer Wendy Corder Dorrhorne Date: 2-2-2022
() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: February 10, 2022

SUBJECT: City Council January 27, 2022, Regular Meeting Minutes

CONTACT PERSON: Lisa Sokolik, City Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the January 27, 2022, Regular City Council Meeting are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE JANUARY 27, 2022, CITY COUNCIL REGULAR MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, January 27, 2022 – 7:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Call to Order

Mayor Sid Roberts called the meeting to order at 7:00 p.m.

2. Roll Call

City Clerk Lisa Sokolik called the roll with the following Councilmembers present: Dani Gaumond, Marcus Metz, Darren Robb, Tim Pearce, Steve Shepro, Andreena Bergman and Tim Schmitt. The meeting was quorate.

Also present: Interim City Administrator Shawn Smith, Community Development Director Patricia Love, Finance Director David Hammond, Public Works Director Kevin Hushagen, Police Chief Rob Martin, Senior Accountant Wendy Dowhower, Assistant to the Administrator & Communications Manager Krista Hintz, City Attorney Nikki Thompson, and City Clerk Lisa Sokolik

3. Approval of the Agenda

Motion by Councilmember Pearce, second by Councilmember Shepro to approve the agenda as written. Motion carried unanimously.

4. Citizen Comments

The City did not receive any written comments or requests to verbally address the Mayor and City Council. Citizens who wish to speak verbally are required to register on the City Website by 9:00 am the morning of the meeting and are required to be visible on camera and identify themselves with name and address.

5. Staff Reports

- a. Police Compstat Report – November 2021 and December 2021

6. Committee Reports

- a. Parks and Trails Advisory Committee Meeting – Minutes November 15, 2021

Councilmember Robb had a question regarding the Committee's recommendation to the Eagle Scout to fundraise to cover the cost of materials needed to complete the project. Community Development Director Love explained that fundraising is a requirement of the

Eagle Scout program. The Committee asked the Eagle Scout to do this first, then come back to the City with a proposal for any remaining costs.

7. Consent Agenda

- a. Approve Payroll Checks and Vouchers
- b. Approve January 13, 2022, Regular City Council Meeting Minutes

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

8. Old Business

- a. Ordinance 1502 Acceptance of Donations, Second Reading, and Adoption

Motion by Councilmember Shepro, second by Councilmember Gaumond to approve the second reading and the adoption of Ordinance of 1502 as set forth in attachment "A" amending the Stanwood Municipal Code title 3 to add chapter 3.25 'Acceptance of Donations'.

Roll call of votes was taken:

<i>Councilmember Metz –</i>	<i>Yes</i>
<i>Councilmember Robb –</i>	<i>Yes</i>
<i>Councilmember Pearce –</i>	<i>Yes</i>
<i>Councilmember Shepro –</i>	<i>Yes</i>
<i>Councilmember Bergman –</i>	<i>Yes</i>
<i>Councilmember Schmitt –</i>	<i>Yes</i>
<i>Councilmember Gaumond –</i>	<i>Yes</i>

Motion carried unanimously.

9. Public Hearing

10. New Business

- a. Appointment of Planning Commission Member

Motion by Councilmember Shepro, second by Councilmember Robb to appoint Jeffrey Wheatley to the Stanwood Planning Commission, Position Seven (7), for a Term ending December 31, 2024. Motion carried unanimously.

- b. Approval Council Committee Selections

Motion by Councilmember Gaumond, second by Councilmember Bergman to approve Council standing committee memberships as submitted by the nominating committee.

Roll call of votes was taken:

Councilmember Metz – Yes
Councilmember Robb – Yes
Councilmember Pearce – Yes
Councilmember Shepro – Yes
Councilmember Bergman – Yes
Councilmember Schmitt – Yes
Councilmember Gaumond – Yes

Motion carried unanimously.

- c. Confirm the Mayor's Appointment of Shawn Smith as City Administrator and Authorize Mayor to Sign employment Agreement

Mayor Roberts opened the floor for councilmember questions:

Councilmember Schmitt commented that Shawn Smith is adept at managing technical Public Works projects. Schmitt asked Smith about his ability/philosophies in managing human resources. Smith answered that he worked for the City of Marysville for seven and one-half years as the Engineer Services Manager managing multiple people and for the last six years, he has been the City's Assistant Public Works Director/City Engineer where he managed all of the Public Works staff (which is over half of the city staff). He described his management style as a collaborator; he listens to the other's opinions, he is open to change, he believes in providing tools and training so staff can do their job, he is there to support staff and to treat them with respect.

Councilmember Schmitt asked Smith about his vision for the city's future. Smith answered that with his engineering background he looks at things like the water and sewer systems capacity and its infrastructure to make sure it can handle the city's growth. Smith's vision for the city is to see the revitalization of downtown with economic development, to see it thrive and to attract and retain businesses. He is a big parks supporter. He would like to build out Heritage Park as fast as possible starting with the baseball fields, so they are tournament ready, to build out the rest of the park making it a great sports complex for the community to use, and then start building out the other parks. He would also like to see safe pedestrian walking paths.

Councilmember Robb asked if the Capital Projects Manager position, vacated by Smith, will be backfilled. Smith answered that since he is still on staff as a licensed engineer, he has talked with the Mayor, Hushagen and Love about making the position a Parks Director/Assistant Public Works Director who would oversee the parks department staff, the senior planner, and the engineering staff.

Motion by Councilmember Robb, second by Councilmember Pearce to confirm Mayor's recommendation to appoint Shawn Smith as City Administrator and authorize the Mayor to execute the employment contract.

The Mayor opened the floor for councilmembers to speak to the motion:

Councilmember Robb thanked Smith for stepping into the position and for the continuity he provided at an interesting time for the city and for providing solid and consistent leadership for city staff. Robb has only heard good things about Smith, and he is happy to support the Mayor's recommendation of dropping the 'Interim' from Smith's title.

Councilmember Pearce commented that since Smith has taken the job as Interim City Administrator and while he served as the City Engineer, Smith has shown great professionalism and integrity. Pearce has heard that there is a real sense of unity that has been strengthened amongst city staff. Smith has a great personality that has a positive impact, even when talking to unhappy citizens, he has a way of diffusing difficult situations, while treating everyone with respect. Smith's long history with the city serves as a solid foundation and a rich understanding of the current and future projects. His vision that he spoke to earlier and the different things he is looking at doing are fantastic, so Pearce is really pleased to support the Mayor's recommendation of Smith as the new City Administrator.

Roll call of votes was taken:

<i>Councilmember Metz</i>	<i>– Yes</i>
<i>Councilmember Robb</i>	<i>– Yes</i>
<i>Councilmember Pearce</i>	<i>– Yes</i>
<i>Councilmember Shepro</i>	<i>– Yes</i>
<i>Councilmember Bergman</i>	<i>– Yes</i>
<i>Councilmember Schmitt</i>	<i>– Yes</i>
<i>Councilmember Gaumond</i>	<i>– Yes</i>

Motion carried unanimously.

d. Authorize Mayor to Approve On-Call Professional Services Agreements

Motion by Councilmember Metz, second by Councilmember Shepro to authorize the Mayor to sign two-year On-Call Professional Services agreements with Berk Consulting and Urban Forestry Services; To extend the On-Call Professional Services agreement expiration dates with Pace Engineers and David Evans and Associates. Motion carried unanimously.

Roll call of votes was taken:

Councilmember Metz – Yes
Councilmember Robb – Yes
Councilmember Pearce – Yes
Councilmember Shepro – Yes
Councilmember Bergman – Yes
Councilmember Schmitt – Yes
Councilmember Gaumond – Yes

Motion carried unanimously.

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

12. Report of Officers and Committees

a. Mayor's Report

Mayor Roberts thanked council for approving the appointment of Shawn Smith as the new City Administrator, he has total confidence in his services.

The Mayor thanked Police Chief Martin for his service to the city, for his integrity, candor and honesty. Chief Martin was selected to take over the role of Special Operations Commander at the Sheriff's office starting February 1, 2022. The Mayor introduced the new City of Stanwood Chief of Police, Rebecca Lewis. Lewis is coming to Stanwood from the North Precinct where she was a Commander, she also served as a School Resource Officer at Lynwood High School and Glacier Peak High School. Lewis has been on the Implicit Bias Team and the Diversity Equity and Inclusion Task Force at the sheriff's office.

The Mayor, along with Councilmember Robb, Councilmember Metz, Councilmember Shepro, Smith, Hammond, and Sokolik attended a WCIA training on Robert's Rules.

The Mayor has been asked to serve on the Housing Affordability Regional Taskforce (HART). He is looking for an alternate and asked if a councilmember is interested to contact him.

The Mayor, Smith, Hushagen and Hammond had a meeting with the Diking District 7 Committee. Information regarding issues and possible solutions are to come.

The Mayor has received several emails regarding hazard pay for grocery workers. If councilmembers want staff to spend time or have legal research done on this issue call the Mayor or the City Administrator.

b. City Administrator Report

The City received great news! Public Works was successful in receiving a federal grant for \$865,000 for the Viking Way Phase II project. Major kudos go to Alan Lytton, Engineering Tech who wrote the grant application and presented the materials. Smith will miss Chief Martin but is looking forward to working with Becky Lewis.

c. Councilmember Reports/Questions

Councilmember Gaumond congratulated Shawn Smith.

Councilmember Metz is really happy to hear about Viking Way Phase II and is hoping that means the pole yard will be moved soon. He is wondering if there are any plans to make modifications to the QFC parking lot because the inlet from the street really needs some improvements.

Councilmember Robb thanked Chief Martin for his service to the city, it was fantastic to work with him on the Public Safety Committee. He welcomed and congratulated Chief Lewis and is looking forward to working with her. He congratulated Smith for his permanent role as City Administrator. Robb asked Smith if the PSRC funds for Viking Way Phase II are for Right-a-Way or Construction. Smith answered that the \$865,000 grant is for the construction phase. Robb commented on Planning Commission Member Jeff Wheatley's comment 'how decisions we make today affect future generations' it is an excellent mindset to bring to the Planning Commission and he congratulated Jeff again on his new role.

Councilmember Pearce thanked Chief Martin for his service to the city and for being a steady force in town. Pearce wished Chief Martin well on his new endeavor. Pearce thanked Smith for his years of service to the city and congratulated him on his new role and it will be great moving forward.

Councilmember Shepro echoed what Robb and Pearce said. He appreciated getting to know and working with Chief Martin on the Public Safety Committee, he is also looking forward to working with Chief Lewis. Shepro had the pleasure of sitting on the Twin City Mile Steering Committee. The committee will be looking at Main Street improvements, downtown beautification and QFC traffic issues. The highlight of the meeting, in his opinion, was the ten community members who brought so many good thoughts and bright ideas. Shepro thanked Patricia Love and Sarah Cho for all the organization that went into putting this meeting together. Shepro hopes that councilmembers will have the chance to review what the committee is doing and to contribute.

Councilmember Bergman thanked Chief Martin for his service to the city and congratulated Shawn Smith. She has heard a lot of people say they would like to have a sidewalk on 80th Street, so it was nice to hear him address that issue.

Councilmember Schmitt would like to make a motion to have a discussion of making the position of Mayor a full-time position and have the item added to the agenda on the upcoming Special City Council meeting. Second by Councilmembers Shepro and Robb.

13. Adjourn to Executive Session – None Scheduled for this Meeting

14. Reconvene and Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:04 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 10a

DATE: February 10, 2022

SUBJECT: Confirm Mayor's Appointment to Economic Development Board

CONTACT PERSON: Sarah Cho, Economic Development and Marketing Manager

ATTACHMENTS:

PURPOSE

The purpose of this agenda item is for Council consideration of and confirmation of the Mayor's appointment of Richard Good to the Stanwood Economic Development Board.

BACKGROUND

The Economic Development Board currently has one vacancy.

ANALYSIS

The Stanwood Mayor is responsible for recommending appointments to the various City boards and commissions when terms expire, or a vacancy occurs. Richard Good was recently appointed to EDB to serve the remainder of a vacant position.

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 appointment of Richard Good to the Economic Development Board to fill a vacant position, for a remaining one-year term ending December 31, 2022.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

- 1) Appoint the recommended individual to the Economic Development Board.
- 2) Do not appoint member to the Economic Development Board at this time.

PROPOSED MOTION

MOTION TO APPOINT RICHARD GOOD TO THE STANWOOD ECONOMIC DEVELOPMENT BOARD, A ONE-YEAR TERM EXPIRING DECEMBER 31, 2022.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10b

DATE: February 10, 2022

SUBJECT: Confirm Mayor's Appointment to the Snohomish County Tomorrow Steering Committee

CONTACT PERSON: Mayor Sid Roberts

ATTACHMENTS: None

PURPOSE

The purpose of this agenda item is for Council consideration of and confirmation of the Mayor's appointment of Councilmember Steve Shepro to the Snohomish County Tomorrow Steering Committee and Councilmember Marcus Metz as the alternate.

BACKGROUND

The Snohomish County Tomorrow Steering Committee is the policy advisory body of the Snohomish County Tomorrow planning process. The Steering Committee membership is comprised of one elected representative from each of the cities and towns in the county, the Tulalip Tribes, and three elected representatives from Snohomish County. The county representatives include the Snohomish County executive and two county council members. All of these members are called the elected official representatives.

ANALYSIS

Snohomish County Tomorrow (SCT) is a cooperative and collaborative public inter-jurisdictional forum consisting of representatives from the county and nineteen of the cities as well as the Tulalip Tribes. Snohomish County Tomorrow was originally established as a multi-jurisdictional forum for elected officials to discuss and adopt policies regarding growth issues related to the adoption of the Growth Management Act in 1990.

Currently SCT's primary function is to oversee the County Wide Planning Policies (CPP) which are written policies used solely for the purpose of establishing a countywide framework from which the county and cities' comprehensive plans are developed.

Stanwood's Mayor is responsible for recommending appointments to various boards and commissions. With the upcoming 2024 Comprehensive Plan Updates is it important that Stanwood has an elected official representing the city at the SCT meetings.

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 appointment of Councilmember Steve Shepro to the Snohomish County Tomorrow Steering Committee and Councilmember Marcus Metz as the alternate.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. Approve appointment
2. Do not approve the appointment and provide feedback to Mayor

PROPOSED MOTION

MOTION TO APPOINT COUNCILMEMBER STEVE SHEPRO TO THE SNOHOMISH COUNTY TOMORROW STEERING COMMITTEE AND COUNCILMEMBER MARCUS METZ AS THE ALTERNATE.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10c

DATE: February 10, 2022

SUBJECT: WSIPC Interlocal Purchasing Agreement

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – Interlocal Agreement Between Washington School Information Processing Cooperative and the City of Stanwood

PURPOSE

The purpose of this agenda item is for Council consideration of a an interlocal agreement with the Washington School Information Processing Cooperative (WSIPC).

BACKGROUND

In May of 2021, the city entered into a two-year agreement with Freedoc, Inc. This consulting agreement is being executed in phases with the end goal of creating an electronic records management system. The software envisioned by the city with this agreement is Laserfiche. WSIPC has entered into a licensing arrangement with Laserfiche that offers advantageous terms, thus participation in this ILA will allow the city to purchase licensing with Laserfiche at advantageous pricing.

The City participates in two other purchasing cooperatives; the Washington State Contract for purchasing vehicles, large mowers and other equipment, and Sourcewell (formerly NJPA), which we also use to purchase equipment. Participation in these cooperatives saves staff a significant amount of time because the cooperative has already completed the competitive procurement process, adhering to the bidding rules by using a scope of solicitation, public notice and advertising, proposal receipt and opening, objective evaluation, official award, posting and review of approved contract documents.

ANALYSIS

Fiscal Impact			
There is no direct fiscal impact to entering into this purchasing agreement.			
Fund(s):			
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends Council authorize the mayor to sign an interlocal agreement with the Washington School Information Processing Cooperative.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. The City Council may authorize the mayor to sign an interlocal agreement with the Washington School Information Processing Cooperative.
2. The City Council may choose not to authorize the mayor to sign an interlocal agreement with the Washington School Information Processing Cooperative.
3. The City Council may direct staff to provide additional information.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE WASHINGTON SCHOOL INFORMATION PROCESSING COOPERATIVE.



**Interlocal Agreement Between
Washington School Information Processing Cooperative
And CITY OF STANWOOD**

The interlocal agreement is hereby entered into by and between CITY OF STANWOOD and the Washington School Information Processing Cooperative, Everett WA (hereinafter WSIPC).

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for the interlocal cooperation between governmental agencies; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties wish to utilize each other's contracts when it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. Purpose: The purpose of this agreement is to authorize the acquisition of goods and services under contracts where a price is extended by bidders to other governmental agencies.
2. Scope. This agreement shall allow the following activities: purchase or acquisition of supplies, materials, equipment, and services by CITY OF STANWOOD under contracts made by WSIPC where provision has been provided in such contracts for other agencies to avail themselves of goods and services offered under the contract when agreed to in advance, in writing.
3. Duration of Agreement-Termination. This agreement shall remain in force until canceled by either party by written notice to the other party.
4. Right to Contract Independent Action Preserved. WSIPC does not accept responsibility or liability for the performance of any vendor used by the purchasing City of Stanwood as a result of this Agreement. Each party also reserves the right to contract independently for the acquisition of goods and services and shall be independently responsible for the ownership, holding and disposal of property acquired for such party under this agreement.
5. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state, and local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

6. Financing. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of the acquisition process of any goods or services intended for use by the other party.
7. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
8. Interlocal Cooperation Disclosure. Each party may insert in its solicitation for goods and services any provision disclosing that other authorized governmental agencies may also wish to procure the goods or services being offered to the party and allowing the bidder the opportunity of extending its bid to those other agencies at the same bid price, terms, and conditions.
9. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, hereunder to a third party, unless mutually agreed on in writing. Neither party may assign this agreement without the written consent of the other party.
10. Hold Harmless. Each party shall be liable and responsible for the consequences of any negligence or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility for the other party for the consequences of any act or admission of the other party of any person, firms, or corporation not a party to this agreement.
11. Severability. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or reinforcement of such provisions.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

By:

WSIPC
2121 W. Casino Road
Everett, Washington 98204

By:

CITY OF STANWOOD
10220 270th Street Northwest
Stanwood, WA 98292

By: _____

Name: Nancy Walsh

Title: Chief Financial Officer

Date: _____

By: _____

Name: Sid Roberts

Title Mayor

Date: _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10d

DATE: February 10, 2022

SUBJECT: Authorize Mayor to sign Solid Waste Services contract with Waste Management of Washington, Inc. (WM)

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A: Waste Management contract

PURPOSE:

The purpose of this agenda item is for Council to consider authorizing the Mayor to sign a contract with Waste Management (WM) to provide solid waste services to the city.

BACKGROUND:

The City entered into a solid waste contract with WM in April 2012. The term of the contract was 10 years and is set to expire on April 30, 2022. In the fall of 2021, the city conducted a survey on solid waste services with the results being discussed at both the public works committee and council workshop in October 2021 where staff was directed to negotiate a new contract (attached) with WM to be brought back for Council approval and Mayor signature. The term of the new contract will be for 10 years.

SUMMARY:

New Contract with WM

- The new contract with WM will include:
 - Continuation of all current services
 - Residential: weekly garbage, every other week recycling and food/yard waste collection services
 - Commercial garbage collection services
 - Collection services will now be fully automated with WM carts throughout the City.

- As Stanwood customers already know, fully carted service maintains a cohesive look around neighborhoods and can reduce street side litter since the carts have a tight-fitting lid.
- This also improves efficiency for WM, helping keep the system costs lower for customers, and reducing driver injury.
- WM carts will be delivered to customers that have a personal can before the start of the new contract. The carts have wheels for ease of resident use, come in various sizes, are made with recycled content, and will be maintained and replaced if damaged by WM. Approximately 10% of residential customers that currently use a personal garbage can will be moved to a WM cart for garbage.
- Improved inclement weather recovery: In the event of a multiple week service interruption, WM would bring a drop box or collection truck to a centralized area where residents could bring garbage. WM would continue to collect all missed materials at the curb on the customer's next collection day.
- Initial rate increases:
 - 6% for residential customers
 - 10% for commercial customers
 - 20% for roll off customers
- Low Income Senior Discount: In line with the City's other utilities, rates for WM's services will include a 30% discount for low-income seniors or disabled persons.

Food/Yard Waste Frequency

- Staff would like to have council input for the service frequency of food/yard waste.
- Current food and yard waste service is every other week.
 - Every other week service is at a lower rate than weekly.
 - If residents have additional material, they can set out extra materials (for a charge) on their collection day in paper leaf bags, personal cans or bundles.
 - WM provides an annual collection calendar that helps residents remember their collection week.
- Both weekly and every other week yard waste are common service options.
- Option for weekly service
 - Over the past two years, the city has heard feedback from residents that they would prefer to have weekly service.
 - Fall 2020: In an audit by WM, it was discovered that the contract noted every other week collection, but they were providing weekly service. At that time, the city switched from weekly to every other week yard waste collection to maintain the current rate. After this change, residents contacted council with concerns about this change.

- Fall 2021: The city conducted a solid waste survey. Of the 206 respondents, more residents were in favor of weekly collection rather than every other week collection, despite the increased cost.
 - Q: I prefer yard waste pick-up every other week to lower the cost.
 - Strongly Disagree: 27%
 - Disagree: 25%
 - Neither disagree or agree: 19%
 - Agree: 23%
 - Strongly Agree: 6%
 - Q: I prefer yard waste pick-up every week despite the cost.
 - Strongly disagree: 14%
 - Disagree: 20%
 - Neither disagree or agree: 24%
 - Agree: 29%
 - Strongly Agree: 14%
- Other than the convenience of weekly collection, another reason that many cities choose this option is to increase participation in food waste composting. With either weekly or every other week collection, residents can compost food scraps. However, for many residents, every other week collection is a barrier to food scrap composting.
- Staff explored seasonal food/yard collection. This is where food/yard waste is collected weekly in the spring, summer and fall, and every other week in the winter. The savings from this option is so small, that staff does not recommend this option.
 - The rate is not significantly lower because WM does not have a use for the trucks every other week during winter months, so there is not a savings that would be passed onto residents.
 - Switching from weekly to every other week causes confusion on the collection schedule and doesn't achieve the food waste composting benefits associated with weekly collection.
- The entire city needs to be on the same collection frequency. It is not an option for some residents to subscribe to weekly while others select every other week. The entire city needs to be on the same collection cycle to seek the operational efficiencies associated with these rates.

DISCUSSION:

The contract as presented reflects organic (food/yard) waste being collected every other week at a cost of \$9.95/month. However, if the Council was to choose a weekly service the cost would increase to \$17.09/month and the motion would need to be amended to reflect the change.

COMMITTEE RECOMMENDATION:

This item is on the public works committee agenda for Monday February 7th. The results of that discussion will be shared with Council at this meeting.

CITY COUNCIL OPTIONS:

- 1) Authorize the Mayor to sign contract as presented. This option will allow WM to continue operations as normal without interruption
- 2) Do not authorize the Mayor to sign contract as presented and direct staff to areas of concern. If changes can be made and approved at the meeting, WM can continue operations as normal without interruption. If not, then a contract extension will likely be needed to allow for customer notification of the lag between signing the new contract and services in the current contract.

RECOMMENDED MOTION:

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN A SOILD WASTE SERVICES CONTRACT WITH WASTE MANAGEMENT OF WASHIINGTON, INC. FOR A 10-YEAR PERIOD ENDING IN 2032”.

SOLID WASTE COLLECTION SERVICES AGREEMENT

This SOLID WASTE COLLECTION SERVICES AGREEMENT (this “**Agreement**”) is made and entered into by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (“**WM**”) and the CITY OF STANWOOD, a municipal corporation created under the laws of the State of Washington (the “**City**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise. This Agreement shall be effective upon the last date that all Parties have executed this Agreement (the “**Effective Date**”), as evidenced by their signatures below.

RECITALS

WHEREAS the City desires to provide its residents and businesses with environmentally sound Solid Waste Collection Services (as defined below);

WHEREAS WM and its affiliates have extensive experience in providing Solid Waste collection, disposal, and processing services; and

WHEREAS the City has determined that it would be in the best interests of its residents and businesses to contract with WM to provide Solid Waste collection, disposal, and processing services to the City and to residential and commercial premises, in accordance with the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

“**Applicable Law**” means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to performance under this Agreement.

“**Bin**” means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by Customers, the use of which is contingent upon confirmation of compatibility from WM.

“**Cart**” means a WM-owned watertight heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-five (35), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels, that is used for the Collection Services.

“**Carry-Out Service**” means the servicing of Carts by WM that are not placed Curbside by a Single-Family Premises Customer for collection, but rather require WM to enter onto such Customer's property and roll-out or carry-out their Cart(s) to WM's collection vehicle. Customers may request a carry-out service for an additional cost, as set forth in Exhibit A, attached hereto, and such cost is charged based upon the distance from WM's collection vehicle. Information on Carry-Out Service for senior citizens and physically challenged persons is set forth in Section 2.3.1.1(iv) of this Agreement.

“City Facilities” means the facilities set forth in Exhibit C of this Agreement, attached hereto, as may be amended from time to time pursuant to the terms of this Agreement.

“Collection Services” means the process by which Solid Waste is removed from Single-Family and Commercial Premises within the Service Area by WM, transported to a transfer, disposal or Processing facility, and subsequently disposed of or Processed.

“Commencement Date” means May 1, 2022.

“Commercial Premises” means non-Single-Family Premises and includes Multi-Family Premises and Premises on which business, governmental, religious, or educational activity is conducted; however, a business conducted upon a Single-Family Premises which is permitted under applicable zoning regulations, and is not the primary use of the Premises, is excluded.

“Construction and Demolition Debris” means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, Dwelling Unit, Single-Family Premises, Commercial Premises or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials (including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and/or packaging); but does not include any Unacceptable Waste.

“Container” means a WM-owned Cart, Detachable Container or Drop-Box Container suitable for storage and collection of Solid Waste. For purposes of this Agreement (i) **“Detachable Container”** means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and having a capacity of not less than one (1) cubic yard or greater than eight (8) cubic yards; and (ii) **“Drop-Box Container”** means an all-metal container having a capacity of ten (10) cubic yards or greater, which is loaded onto a specialized collection vehicle. Containers may also include compactors that are owned or leased by Customers, contingent upon confirmation of compatibility from WM.

“County” means Snohomish County, Washington.

“Customer” means an owner or occupant of Single-Family Premises or Commercial Premises who has the legal right to initiate, cancel or make changes to an account with WM for Collection Services.

“Dwelling Unit” means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals; but does not include hotel or motel units.

“Extra Unit(s)” means a plastic bag or can containing excess materials that do not fit inside a Customer’s Cart, the size of any such Extra Unit is not to exceed the size of a Customer’s primary Cart (e.g., 35-, 64- or 96-gallons). WM shall charge Customers for any Extra Units it collects, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

“Food Waste” means waste composed of animal, fruit or vegetable matter, resulting from food preparation and/or consumption.

“Garbage” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes including, but not limited to rubbish, cold bagged ashes, industrial wastes, swill, dead small animals completely wrapped in plastic and weighing less than fifteen pounds (15 lbs.), and discarded recyclable

materials that are placed by Customers in appropriate Containers, including Bins, Carts, bags or cans for collection and disposal by WM. Needles or “sharps” shall be included in the definition of Garbage to the extent such items may be disposed of in accordance with Applicable Law. Garbage shall include Construction and Demolition Debris; but does not include any Recyclables, Organic Waste, Hazardous Waste, or Unacceptable Waste.

“**Hazardous Waste**” means wastes that are defined as hazardous wastes under federal law, including the federal *Resource Conservation & Recovery Act*, 42 U.S.C. §§ 6901 et seq., and under comparable state laws.

“**Multi-Family Premises**” means any Premises with five (5) or more attached or unattached Dwelling Units, where all such Dwelling Units receive centralized Collection Services and are billed collectively.

“**Organic Waste**” means Food Waste and Yard Debris. Organic Waste excludes any Unacceptable Waste.

“**Overage**” means (i) Solid Waste that exceeds a Container’s intended capacity, such that the lid is lifted by at least 6” or would be lifted by at least 6” if there was a lid, or (ii) Solid Waste placed on top of or in the immediate vicinity of a Container. WM may charge Customers an Overage service charge, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

“**Premises**” means any parcel of real property in the Service Area where Solid Waste, is generated, deposited, accumulated, or otherwise coming to exist.

“**Process**”, “**Processed**”, or “**Processing**” means an operation or series of operations, whether involving equipment, manual labor, and/or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages, or otherwise prepares, Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and any residue is properly disposed.

“**Rates**” means the costs to be charged to, and paid by, WM Customers for the Collection Services and other services that WM may provide to Customers, pursuant to the Rates set forth in Exhibit A of this Agreement, attached hereto, as may be adjusted pursuant to the terms of this Agreement.

“**Recyclables**” means the materials specified in Exhibit B of this Agreement, attached hereto.

“**Service Area**” means (i) the entire area included within the City limits as at the Commencement Date of this Agreement; and (ii) any such additional area as may thereafter become included within the City limits from time to time due to annexation, incorporation or other means, but only from and after the time that WM is lawfully permitted to provide Collection Services to any such additional area(s).

“**Single-Family Premises**” means Premises in the Service Area having less than five (5) Dwelling Units, where each Dwelling Unit is occupied individually by a renter or owner, that receive individual Collection Services and are billed individually.

“**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including Garbage, Recyclables and Organic Waste, but excluding any Unacceptable Waste.

“Unacceptable Waste” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to WM pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage or threatened damage to WM’s equipment or facilities, or present a substantial endangerment to the health or safety of the public, and/or WM’s employees. Title to and liability for Unacceptable Waste shall always remain with the generator of such Unacceptable Waste.

“Yard Debris” means leaves, grass and clippings of woody, as well as fleshy plants. Unflocked holiday trees are acceptable. Materials larger than 4” in diameter or 4’ in length are excluded. Bundles of Yard Debris up to 2’ x 2’ x 4’ in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags may be used to contain Yard Debris. Shredded paper may be included in Organic Waste Containers.

TERMS AND CONDITIONS

1. **TERM.** The initial term of this Agreement shall be for a period of ten (10) years, commencing on the Commencement Date and, unless sooner terminated in accordance with the provisions of this Agreement, expiring on the same day ten (10) years later. Upon expiration of the initial term, the Parties may, upon mutual written agreement, extend the term of this Agreement for unlimited extension terms, such extension terms not to exceed three (3) years each. Unless otherwise agreed to by the Parties, the Parties shall agree to each extension term at least six (6) months prior to the expiration date of the then-current term, or this Agreement shall terminate on such expiration date.

2. COLLECTION SERVICES.

2.1 **Exclusive Right; Exceptions; Enforcement.** The City hereby grants to WM and WM shall have the exclusive duty, right and privilege to provide Solid Waste Collection Services to all Single-Family Premises and Multi-Family Premises and Garbage Collection Services to all Commercial Premises in the Service Area, or otherwise handle Solid Waste from all buildings, structures, places of business, plants, Dwelling Units, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places generated, deposited, accumulated or coming to exist within the Service Area, in accordance with the terms of this Agreement.

Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of any Premises from personally handling, hauling, or transporting wastes generated by or from such Premises for purposes of disposing of any such wastes at an authorized disposal area or transfer station; such wastes may include, but are not limited to, Solid Waste, Hazardous Waste, infectious waste and designated waste, regardless of the source, and Construction and Demolition Debris.

The City shall use good faith efforts to protect and enforce WM’s exclusive rights by its adoption of appropriate ordinances and enforcement of such ordinances against third-party violators. WM may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in any such enforcement actions which WM may bring.

Once Solid Waste is placed in a Container at the designated location for collection, or is otherwise set out for collection in an approved manner, title to and responsibility for such materials transfer directly from the generator to WM. Title to Unacceptable Waste shall remain with the generator at all times.

2.2 Annexation. The exclusive areas to be served shall be the Service Area and the City's Urban Growth Area (UGA) as each exist on the Effective Date of this Agreement. Notwithstanding RCW 35.13.280, if areas already being served by WM pursuant to Chapter 81.77 RCW are added to the City through annexation, or otherwise (the "**Annexed Area(s)**"), such Annexed Area(s) shall be included within the Service Area and WM shall service the Annexed Area(s) under the terms and conditions set forth in this Agreement, or under the terms and conditions of WM's Washington Utilities and Transportation Commission (WUTC) permit, for a term of ten (10) years from the effective date of annexation, notwithstanding the term set forth in Section 1 of this Agreement. WM shall have the right in its discretion to cease servicing Annexed Area(s) upon or after the termination of this Agreement, provided that WM provides written notice of its election to terminate this Agreement within ninety (90) days prior to the termination of this Agreement. In consideration of such ten (10) year term (which is longer than the seven (7) year minimum term set forth in RCW 35.13.280 during which the City must permit WM to service Annexed Area(s), or pay damages to WM), WM expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns, arising out of the termination of any pre-existing certificate(s), permit(s), or other agreement(s) held by WM prior to any such annexation(s) by the City, and further, WM specifically waives its right to receive any additional compensation or rights of collection in any such Annexed Area(s).

If an Annexed Area is already being served by WM pursuant to Chapter 81.77 RCW, the City shall provide written notice to WM of such annexation. To allow WM sufficient time to transition its Customers in the Annexed Area from service under Chapter 81.77 RCW to service under this Agreement, WM shall commence service to Customers in the Annexed Area commencing the first calendar day, of the third calendar month, after WM's receipt of notice from the City, or as otherwise agreed by the Parties (e.g., if the City delivers notice to WM on February 15th, service under this Agreement would begin on May 1st). The City acknowledges that equipment, such as trucks and Containers, may take time to procure and, therefore, the City shall not penalize WM for reasonable delays in the provision of Collection Services to Annexed Areas due to procurement delays that are not within WM's control.

If, during the term of this Agreement, as may be extended pursuant to the terms of this Agreement, additional territory is added to the City through annexation, or otherwise, within which WM does not have an existing WUTC certificate, or other franchise for solid waste or other collections, then, upon written notice from the City, WM shall service such Annexed Area(s) under the terms and conditions set forth in this Agreement, at the Rates set forth in Exhibit A, attached hereto. The City shall indemnify, hold harmless, and defend WM from any and all claims, actions, suits, liability, loss, costs, expenses, and/or damages, including reasonable attorneys' fees and costs arising out of WM's provision of the Collection Services in such Annexed Area(s) pursuant to the terms of this Agreement.

2.3 Collection Services.

2.3.1.1 Single-Family Premises.

- (i) Carts. WM shall provide each Single-Family Premises Customer with one (1) 96-gallon, 64-gallon, 35-gallon, or 20-gallon Cart, at the Customer's election, designated for Garbage Collection Services; and one (1) 96, 64, or 32-gallon Cart at the Customer's election, for the Collection of Recyclables. The default Cart size shall be 64-gallons, unless a Customer requests another size. WM may utilize Carts that were distributed to Customers in connection with WM's prior contract with the City, to satisfy its obligations under this Agreement. WM shall collect any Extra Units left out by Customers for collection and shall charge Customers for any such Extra Units pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

- (ii) Cart Replacement. WM shall repair or replace (as determined by WM), at no charge to the Customer or the City, any Cart that becomes damaged or destroyed during WM's performance of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Cart in a Customer's possession is lost, materially damaged, or destroyed, unrelated to WM or its performance of the Collection Services, WM has the right to charge the Customer for the cost of the repair or replacement (as determined by WM) of any such Cart.
- (iii) Schedule and Location of Collection Services. WM shall perform Garbage Collection Services weekly and Recyclables Collection Services every other week, curbside from each Customer, on a designated weekday or weekdays, to be agreed by WM and the City. Except as otherwise provided in this Agreement, Collection Services shall occur during ordinary hours, but in no instance earlier than 7:00 am.
- (iv) Collection Services for Senior Citizens and Physically Challenged Persons. WM shall offer Carry-Out Service for Garbage, Recyclables and Organic Waste Carts up to fifty feet (50') from WM's vehicle to qualifying senior citizens and/or physically challenged persons, lacking the ability to place Containers at the curb, at no additional charge. WM shall use qualification criteria that are fair and meet the needs of the City's residents. Such criteria shall comply with Applicable Law and shall be subject to City review and approval prior to program implementation.

2.3.1.2 Multi-Family Premises and Commercial Premises.

- (i) Containers. WM shall provide each Multi-Family Premises and Commercial Premises Customers with one (1) or more Container(s) designated for the collection of Garbage, the size(s) of which shall be agreed by WM and Customers, such that all Garbage generated by Customers is properly contained. Recyclables Collection Service is not contemplated by this Agreement but may be separately negotiated between WM and Customers. WM may utilize Containers that were distributed to Customers in connection with WM's prior contract with the City, to satisfy its obligations under this Agreement.
- (ii) Container Repair/Replacement. WM shall repair or replace (as determined by WM), at no charge to the Customer or the City, any Container that becomes damaged or destroyed during WM's performance of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in a Customer's possession is lost, materially damaged, or destroyed, unrelated to WM or its performance of the Collection Services, WM has the right to charge the Customer for the cost of repair or replacement (as determined by WM) of any such Container.
- (iii) Schedule and Location of Garbage Collection Services. WM shall perform Garbage Collection Services from Containers at frequencies

and locations to be agreed upon by WM and Customers. Except as otherwise provided in this Agreement, Garbage Collection Services shall occur during ordinary hours, but in no instance earlier than 5:00 am.

2.3.1.3 Organic Waste Collection Services. Organic Waste (Yard Debris and Food Waste) shall be collected curbside every other week from Customers who subscribe to Organic Waste Collection Services, on a weekday or weekdays, to be agreed by WM and the City. The default size shall be 96-gallons. Collection Services shall occur during ordinary hours, but in no instance earlier than 7:00 am. Small Commercial Premises and Multi-Family Premises Customers with non-Cart based Collection Services may subscribe to Organic Waste Collection Services, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto. Such Commercial Premises and Multi-Family Premises Customers shall be provided a 96-gallon Cart.

2.3.1.4 Recyclables. Recyclables specifications and preparation instructions are set forth in Exhibit B of this Agreement, as attached hereto. Recyclables Containers and/or Carts may not contain non-Recyclables or any excluded materials, as specified in Exhibit B. Carts and/or Containers containing non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. WM reserves the right, upon notice to the City, to reclassify Recyclables as non-Recyclables for such time period that the cost to Process, transport and market such materials exceed their then-current value.

2.4 Contamination; Overage; Overweight Containers.

2.4.1.1 Contamination. WM is not obligated to collect contaminated Containers. For purposes of this Agreement, a Container is contaminated when, based on physical or electronic visual inspection it is (i) a Recyclables Container containing non-Recyclables, (ii) an Organic Waste Container containing non-Organic Waste, and/or (iii) any Container containing any amount of Unacceptable Waste.

- (i) If WM elects not to collect a contaminated Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other method of communication.
- (ii) The contamination protocol shall include three (3) occurrences of contamination, as noted by WM staff, before a contamination service charge, per Cart, per instance, may be charged to Customers. If after three (3) occurrences of contamination by the same Customer, WM elects to collect a contaminated Container, it may charge such Customer a contamination service charge, as set forth in Exhibit A of this Agreement, as attached hereto. Contamination service charges may be included on a Customer's regular invoice or may be billed separately. WM may dispose of the contents of a contaminated Container it elects to collect.
- (iii) If there have been four (4) or more documented instances of a contaminated Container with any one Customer in a twelve (12)-month period, WM may suspend Recyclables and/or Organic Waste

Collection Services for such Customer and remove their Container(s). After one (1) year of suspension, the Customer may petition WM to reinstate such service, in which case the Customer must pay any reactivation and Container redelivery fees, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

2.4.1.2 Overage. WM is not obligated to collect Overage from Customers, unless caused by WM's spillage of non-overloaded Containers during its performance of the Collection Services.

- (i) If WM elects to collect Overage, it may charge Customers for any such Overages, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto; provided, however, WM must have photographic evidence of an Overage occurrence (such evidence to be provided to Customers or the City upon request).
- (ii) If there have been more than three (3) instances of Overage with the same Customer, in any 12-month period, and WM has photographic evidence of each such instance, WM may increase a Customer's service level (i.e., larger Cart or more frequent service) to mitigate such frequent Overages and shall bill Customers in accordance with the increased service level, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto. WM shall notify the City of all occurrences of Overage.

2.4.1.3 Overweight Containers. WM may elect not to collect any Cart and/or Container that WM reasonably believes to be overweight. A Cart and/or Container shall be considered "overweight" if the total weight of the Cart or Container, including its contents, exceeds two (2) times its stated capacity (e.g., 192 pounds in a 96-gallon Cart). WM shall provide notification to Customers of any such instance of non-collection.

2.5 Temporary Collection Services. WM shall provide temporary Collection Services upon Customer request. Such temporary Collection Services apply to Customers who request Collection Services for a duration of less than ninety (90) days, including existing Customers who subscribe to permanent Collection Services, who request a Container for a period of less than ninety (90) days. Such temporary Collection Services shall be charged to Customers pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto, and WM may charge Customers a deposit in an amount equivalent to the average disposal fee for the Container size requested, such deposit to be paid in advance of the commencement of any temporary Collection Services. For clarity, WM shall have the exclusive right to provide temporary Collection Services within the Service Area, except as otherwise provided herein.

2.6 Unsafe Conditions. WM may elect, in its sole discretion, not to perform Collection Services at any location(s) identified by WM, acting reasonably, where it would be impractical to operate WM's collection vehicles due to the conditions of public streets. WM may also elect, in its sole discretion, not to drive onto private property where driveways or roads do not have adequate turnarounds or if any other unsafe conditions exist.

2.7 Inclement Weather; Road Conditions. If weather conditions are such that WM's continued performance of the Collection Services would result in danger to WM's employees, residents of the City, or property, or if road conditions such as flooding or weight restrictions affect road use, WM shall perform the Collection Services only in such areas where conditions do not pose any such dangers or

are not subject to any such road use restrictions. WM shall notify the City on the same business day of any areas not serviced. WM shall provide Collection Services to Customers that experienced service interruptions on the Customer's next scheduled service day. Customers will not be charged for Extra Units on the next Collection Service day so long as any such Extra Units do not exceed double the Customer's usual service level.

In the event that Garbage Collection Services are disrupted for ten percent (10%) or more of residential Customers for two or more Collection Service cycles, the Contractor shall provide a temporary Residential Garbage Collection site on the day of or day following the second missed Collection day using a Drop-Box Container or other suitable equipment, with no extra charge assessed for such temporary service.

2.8 Dangerous Animals. WM shall not be required to enter any Premises to perform Collection Services while any animal considered, or feared to be, vicious is loose on any such Premises.

2.9 City Services.

2.9.1.1 Collection Services. WM shall provide Collection Services, at no additional cost to the City, for each City Facility, as set forth in Exhibit C of this Agreement, as attached hereto.

The City may request to add Collection Services, at no additional cost to the City, for up to three (3) additional City facilities throughout the duration of this Agreement, in addition to the City Facilities set forth in Exhibit C of this Agreement, attached hereto, as at the Commencement Date (as may be amended from time to time). For any further addition(s) of City facilities, beyond the three (3) referenced above, or should the volume of a category of materials generated by the City Facilities increase by 10% or more, beyond the volume existing at the Commencement Date, the Parties agree to confer in good faith in order to negotiate an appropriate adjustment of the Rates, relating to any such occurrences.

2.9.1.2 Annual Clean Up Day. Once per calendar year, WM shall provide up to thirteen (13) 30-yard Containers, at no additional cost to the City, to be placed at a location amenable to the City for purposes of the collection and disposal of Solid Waste, Recyclables, and Yard Debris that are ordinary to a household clean-up effort. The City and WM may negotiate approximate services and acceptable items and/or materials throughout the term of this Agreement. Any additional services performed by WM shall be charged to the City pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto. WM reserves the right to refuse any materials that do not conform to their specifications.

2.9.1.3 Emergency Services. WM shall use good faith efforts to provide emergency services in the Service Area, upon the City's request, in the event of major accidents, disruptions, or natural calamities. Emergency services may include, but are not limited to, assistance with collecting, Processing, and disposing of Solid Waste following a major accident, disruption, or natural calamity. WM shall use good faith efforts to respond and provide emergency services within 24-hours of receipt of a request by the City or as soon thereafter as is reasonably practical in light of the circumstances at the time. WM shall be compensated for providing any such emergency services, pursuant to the Rates

set forth in Exhibit A of this Agreement, as attached hereto. If WM cannot provide the emergency services requested by the City, the City shall have the right to procure such emergency services from a third-party provider.

2.10 Operational Standards.

2.10.1.1 Compliance with Applicable Law. WM shall perform the Collection Services in accordance with Applicable Law.

2.10.1.2 Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to perform the Collection Services in a safe and timely manner, pursuant to the terms of this Agreement.

2.10.1.3 Supervision. WM shall be responsible for providing appropriate supervision of its personnel, as required, during their performance of the Collection Services.

2.10.1.4 Holiday Schedule. The Collection Services will not be performed on the following holidays: New Year's Day, Thanksgiving Day and Christmas Day. If a holiday falls on a regularly scheduled collection day, the Collection Services will be performed on the next weekday.

2.10.1.5 Complaints. Any complaints regarding the Collection Services shall be directed to WM. WM agrees to maintain a written log of any oral and/or written complaints it receives from Customers or the public ("**Complaint Log**"). WM shall be responsible for the prompt and courteous attention to and resolution of any complaints. WM shall respond to complaints, other than missed pickups, within twenty-four (24) business hours. In the event of a missed pickup, WM shall complete the pickup the next business day if a complaint is received by 12:00 p.m. on a collection day, or within 48 hours if a complaint is received after 12:00 p.m.

2.10.1.6 Customer Service Website. WM shall provide a customer-friendly website accessible to Customers twenty-four (24) hours per day, seven (7) days per week, containing information specific to the Collection Services, including contact information, collection schedules, material preparation requirements, available services, options, Rates, inclement weather-related service changes/updates and other useful information for Customers, including a link to the City's website. The website shall include an email function to enable Customer communication with WM and the ability for Customers to submit change of service requests (billing and new service set up/service cancellation requests *not* included).

2.10.1.7 Community Outreach and Communications. WM acknowledges that education and public awareness are essential elements of achieving recycling goals. Accordingly, WM shall keep the public informed of service options and encourage participation by way of an annual communications plan to be prepared in cooperation with the City.

WM shall provide an annual service update for each sector which shall be subject to prior review and approval by the City. The annual service update shall be mailed to all Customers and, at a minimum, shall include all services

available to Customers, preparation and other service requirements, contact information, inclement weather policies, and other useful Customer information.

WM shall permit the City to insert, at no charge, single-sheet information bulletins into Customer invoices up to three (3) times per year. The City shall work cooperatively with WM for timely inclusion of such materials with Customer invoices.

WM shall provide on-site or virtual technical assistance to Commercial Premises and Multi-Family Premises Customers upon a request by the City.

- 2.10.1.8 Disposal and Recycling. WM shall dispose of Garbage collected pursuant to this Agreement to permitted facilities of its choosing, as approved by the Snohomish County Solid Waste Division and Snohomish County Health Department for the Processing or disposal of such materials. WM shall use good faith efforts to Process Recyclables which are collected by WM and shall use good faith efforts to avoid disposing of such materials in a landfill unless WM has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical means of handling Recyclables or is necessary to avoid damage to its equipment. The disposal of contaminants separated during Processing is acceptable to the extent that it is reasonable and consistent with industry standards.

3. **RECORDKEEPING AND REPORTING**

3.1 Annual Reports. WM shall submit annual program reports during the term of this Contract. These reports shall be completed by February 15 regarding data for the previous calendar year. The City may request program reports at any time during the calendar year but must allow WM at least thirty (30) days to prepare the reports, or such other period of time as WM may reasonably require. The annual program reports shall clearly indicate individual totals for Single-Family Premises and Commercial Premises, including Multi-Family Premises, collection services. At a minimum, the annual program reports shall include:

- a. monthly summary of Recyclables and Organic Waste tonnage collected and recovered (not disposed of at landfill), by Customer category;
- b. recycling participation (count Customers twice per year, in April and October);
- c. monthly summary of City Solid Waste tonnage, by Customer category; and
- d. Customer complaint report, missed pickups, missed deliveries, etc.

3.2 Monthly Program Reports. WM shall submit monthly program reports during the term of this Agreement. These reports shall be completed at the end of the month for the prior month. The reports shall clearly indicate individual totals for Single-Family Premises and Commercial Premises, including Multi-Family Premises, collection services. At a minimum, the reports shall include:

- a. monthly summary of Recyclables and Organic Waste tonnage collected and recovered (not disposed of at landfill), by Customer category;
- b. approximate Customer participation rates in terms of weekly and monthly set-out counts;
- c. total number of Recyclables Carts that have been distributed to Single-Family

Premises Customers; and

- d. monthly summary of City Solid Waste tonnage collected and disposed of at a landfill, by Customer category.

4. THE RATES.

4.1 The Rates. WM shall charge for Collection Services pursuant to the Rates set forth in Exhibit A of this Agreement, attached hereto, as shall be amended from time to time, in accordance with the terms of this Agreement. WM may occasionally provide other services related to Solid Waste collection in the Service Area, not specifically provided for under this Agreement. In such event, WM shall bill for any such service(s) performed in accordance with the approved rates under WM's WUTC permit.

4.2 County Disposal Fee. The County disposal fee as it exists as of the Effective Date, or as may be adjusted thereafter, shall be itemized separately on Customer invoices for Customers who subscribe to Drop-Box Container service. WM shall charge such Customers the actual disposal cost plus fifteen percent (15%) for handling, in order to pass-through WM's actual disposal costs, included in the Rates for Drop-Box Container service.

4.3 Annual Rate Adjustments. Commencing on May 1, 2023 and on every May 1st annually thereafter (each, an "**Adjustment Date**"), the service portion of the Rates, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for Urban Wage Earners and Clerical Workers: Water and sewer and trash collection services ("CPI") (Series CWUR0000SEHG), U.S. city average, as published by the Bureau of Labor Statistics, not seasonally adjusted. The first adjustment will be based on the change in CPI as described above, of the January 2022 published index to the January 2023 published index. At least thirty (30) days prior to the Adjustment Date, WM shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall not be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment.

4.4 Changes in County Disposal Fees. Periodic adjustments shall be made to the Rates to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of the Rates charged to Customers shall be adjusted, based on the percentage increase or decrease in the disposal fee applied to the disposal components set forth in Exhibit A of this Agreement, attached hereto. Disposal fee changes shall be effective on the date of the County's implementation of such change, provided that WM has provided Customers forty-five (45)-days' notice.

4.5 Other Rate Adjustments. The Rates will be adjusted annually, as needed, to account for increases or decreases greater than ten percent of Customers receiving subsidization through the Low Income Senior or Disabled Persons Rate, which will be given to Residential Customers as determined by the City. The number of customers receiving the Low Income Senior or Disabled Persons Rate as of the Effective Date is fifty-nine (59).

4.6 Extraordinary Rate Adjustments. The Rates under this Agreement are calculated to pay certain costs and expenses that are of a contingent and uncertain nature. Therefore, in addition to the Annual Rate Adjustments, the Rates shall be, upon written request by WM, negotiated in good faith with the City, and further adjusted to fully capture increased expenses associated with WM's performance of the Collection Services, including but not limited to any one or more of the following causes:

- (a) Uncontrollable Circumstances (see Section 10);

- (b) changes in Applicable Law that are effective after the Commencement Date of this Agreement;
- (c) increases in surcharges, fees, assessments, and/or taxes levied by federal, state or local regulatory authorities, or other governmental entities related to performance of the Collection Services;
- (d) Increases in the cost of transportation, including fuel and third-party transportation costs, of ten-percent (10%) or more;
- (e) increases in fees for the Processing of Organic Waste, if such Organic Waste is being Processed at a third-party facility;
- (f) material increases in the volume of City Solid Waste collected by WM hereunder, whether caused by Customer growth; and/or annexation, or otherwise;
- (g) increases of ten-percent (10%) or more in the cost to collect, handle, store, transport, or Process Recyclables;
- (h) changes to the definition of “Recyclables”, as provided in this Agreement, or an increased need activities pertaining to recycling, provided such activities, are approved by the City; and/or
- (i) any other extraordinary circumstances, or causes, or reasons, that are not within WM’s reasonable control.

If WM requests a Rate adjustment pursuant to this Section, WM shall prepare a Rate adjustment request showing calculations of WM’s increased costs/lost revenue and the amount of adjustment to the Rates required, in order to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by WM, and may retain, at its own expense, an independent third-party auditor to review such request and supporting documentation. If a third-party auditor is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential and/or proprietary nature of WM’s data. The City and WM shall negotiate in good faith all properly calculated Rate adjustments within ninety (90) days of any such request by WM.

Notwithstanding the foregoing, if WM’s request for a Rate adjustment is based upon any new or increased third-party fees, taxes, assessments, or charges, the City shall approve such Rate adjustment within such time period as necessary to ensure that any such fees, taxes, assessments, or charges are passed on to Customers by the date the same are effective.

4.7 Changes in Recyclables Markets/Costs. In the event that a change in Applicable Law or a material change in market conditions affecting the Recyclables market occurs, including, but not limited to, a lack of commercially reasonable market availability for a type of Processed Recyclables, changes in market specifications affecting the salability of a type of Processed Recyclables, or changes affecting the recyclability or marketability of a type of Processed Recyclables (each a “**Material Change**”), that results in an increase in Processing costs or decrease in commodity values, then the Parties shall negotiate in good faith an adjustment to the then-current Rates. If WM requests a Rate adjustment pursuant to this Section, WM shall prepare a Rate adjustment request showing calculations of increased Processing costs or decreased commodity values and the amount of adjustment to the Rates required in order to offset such increased costs or decreased commodity values. The City may request documentation and data reasonably necessary to evaluate such request by WM, and may retain, at its own expense, an independent third-party auditor to review such request and supporting documentation. If a third-party auditor is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential and/or proprietary nature of WM’s data.

4.8 City Street Maintenance Fee. As consideration for the wear and tear of WM service trucks on City streets and the administrative cost of administering this Agreement WM shall pay to the City, on or before the 25th day of each month, one-percent (1%) of WM's Adjusted Gross Revenues

collected from Customers during the preceding month. The term "**Adjusted Gross Revenues**" means any and all revenue or compensation actually collected by WM from Customers pursuant to this Agreement, net of franchise fees. The term Adjusted Gross Revenues, for purposes of this Agreement, shall not include any a) revenues generated from non-exclusive services performed by WM, unless third parties who are free to compete for such services with WM are also required by the City to pay the franchise fee; b) City, or other federal, state, or local taxes or surcharges; c) any Customer late fees, returned check charges, interest, reactivation charges, or similar charges resulting from Customer delinquencies; or d) any revenues generated from the sale of Recyclables and/or any recycling rebates received.

5. CUSTOMER SERVICE AND BILLING.

5.1 Customer Service. WM shall maintain a toll-free customer service telephone number for Customers to call and shall always be available during office hours (Mon-Fri 7:00 a.m. to 7:00 p.m., Sat 9:00 a.m. to 1:00 p.m.), and shall have a sufficient number of English and Spanish-speaking representatives available to handle the volume of Customer calls WM typically experiences for an area comparable in size and population to the Service Area. WM shall provide all customer service functions for Customers, including, but not limited to:

- (a) answering telephone calls and responding to email requests;
- (b) informing Customers of current and new services and Rates;
- (c) handling new service subscriptions and service cancellations;
- (d) receiving and resolving complaints;
- (e) billing; and
- (f) maintaining a current and user-friendly customer service website.

WM shall provide the above services at WM's sole cost, such cost being included in the Rates, as may be adjusted pursuant to the terms of this Agreement.

5.2 Customer Billing. WM shall be responsible for all billing functions related to the Collection Services. All Single-Family Premises Customers shall be billed no less than quarterly, and Commercial Premises Customers shall be billed monthly. Customers may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. WM may bill Customers late payment fees, returned payment fees, NSF check charges, reactivation and redelivery fees, as well as any/all costs associated with bad debt collection, pursuant to WM's then-current Rates. The City will provide reasonable assistance to WM regarding billing and collection of amounts past-due from Customers, which may include timely notification to WM of changes in Customer status (e.g., evictions and move-ins/outs) and modification of municipal ordinances to ensure Customers adhere to the requirements set forth in this Agreement.

6. **DEFAULT; TERMINATION.** Except for any Uncontrollable Circumstances (see Section 10), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have (i) ten (10) days from the receipt of any such default notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of such default notice to cure any other default of its obligations pursuant to this Agreement. If a defaulting Party fails to cure any such breach within the allotted time, the non-defaulting Party, at its option, may immediately terminate this Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation, reasonable attorneys' fees and costs associated with enforcement of the terms of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under

this Agreement.

7. **INDEPENDENT CONTRACTOR.** WM shall perform the Collection Services as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM shall at all times have exclusive control of performance of the Collection Services. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which WM performs its obligations under this Agreement.

8. **SUBCONTRACTORS.** WM shall not use subcontractors to perform the Collection Services described hereunder unless WM has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. If written approval is obtained, WM shall remain liable to the City for the subcontractor's performance of the Collection Services as if such services were being performed by WM.

9. **PERFORMANCE BOND.** WM must furnish to the City a performance bond, to be approved by the City Attorney, conditioned that WM shall faithfully perform all provisions and terms of this Agreement and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply WM with provisions and supplies for the carrying on of any work in compliance with this Agreement, which bond shall be signed by the surety contractor or surety and shall be for the amount of Thirty-Five Thousand Dollars (\$50,000). Such bond may be for periods of twelve (12) months but shall be renewed or replaced on or before each expiration and kept in full force and effect during the entire term of this Agreement, including any extensions hereof.

10. **FORCE MAJEURE.** Except for the failure to make payments when due, neither Party shall be in default for its failure to perform or delay in performance caused by an uncontrollable circumstance, and the affected Party shall be excused from performance during the occurrence of such event(s). For purposes of this Agreement, "**Uncontrollable Circumstances**" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. **Indemnification / Hold Harmless**

11.1 The Contractor 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 Contractor's breach of this Agreement or to the extent caused by the negligent acts or omissions or willful misconduct of the Contractor or any of its directors, officers, employees, agents or subcontractors in performance of this Agreement, except to the extent injuries and damages are caused by the negligence of the City. Notwithstanding any provision in this Agreement to the contrary, the Contractor shall not be responsible for any damage to driving surfaces resulting from ordinary wear and tear during the Contractor's performance of the Collection Services.

The City shall defend, indemnify and hold the Contractor, its directors, officers, employees and subcontractors harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with City's breach of this Agreement or to the extent caused by the negligent acts or omissions or willful misconduct of the City or any of its officers, officials, employees or volunteers in performance of this Agreement, except to the extent injuries and damages are caused by the alleged negligence of the Contractor.

Notwithstanding the foregoing, 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification of the City, its officers, officials, employees and volunteers. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11.2 Insurance Term

The Contractor 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.

11.3 No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

11.4 Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA0020.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The 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 endorsement providing at least as broad coverage. 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 Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and 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.

A. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

B. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

11.5 Other Insurance Provision

The Contractor'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 Contractor's insurance and shall not contribute with it.

11.6 Acceptability of Insurers

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

11.7 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work.

11.8 Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within ten (10) business days of their receipt of such notice.

11.9 Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a breach of this Agreement. The City, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid by Contractor to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City; provided, however, that if Contractor thereafter obtains insurance in compliance with this Agreement it shall be no longer obligated to repay the City for the costs of such premiums.

12. **GENERAL PROVISIONS.**

12.1 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

12.2 This Agreement shall be construed in accordance with the laws of the state in which the Collection Services are performed.

12.3 All written notification required by this Agreement shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the Party's address(es) shown below:

If to WM: Area Director, Public Sector Solutions
720 4th Ave, Suite 400
Kirkland, WA 98033

Copy to: Area Senior Legal Counsel
720 4th Ave, Suite 400
Kirkland, WA 98033

If to the City: City of Stanwood
Attn: City Administrator
10220 270th St. NW
Stanwood, WA 98292

12.4 This Agreement may not be assigned or transferred by WM, without the prior written consent of the City. The City may withhold its consent to assignment or transfer of this Agreement in its sole discretion. Notwithstanding the foregoing, WM may assign this Agreement to a subsidiary or corporate affiliate of WM without the prior consent of the City, and this Agreement shall be binding upon the Parties and their respective successors and assigns.

12.5 Time is of the essence in the performance of this Agreement.

12.6 The City specifically reserves municipal authority to enact general municipal ordinances and resolutions affecting all businesses and persons in the City.

12.7 This Agreement constitutes the entire agreement between the Parties. Except as expressly provided herein, no alteration or modification of this Agreement shall be effective unless such modification is in writing and signed by the Parties.

12.8 If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

12.9 In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's reasonable attorneys' fees and court costs.

12.10 This Agreement may be signed in two (2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted electronically shall be deemed valid execution of this Agreement and binding on the Parties.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the Effective Date. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

THE CITY OF STANWOOD, WA

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A **Rate Schedule**

		Disposal:		\$105.00	
	Service Level	Pounds per Unit	Disposal Fee	Collection Fee	Total Service Fee
Section A					
Residential Curbside Service (garbage includes every other week recycling)	1 20-gallon Garbage Cart – weekly service	10.21	\$ 2.32	\$ 25.79	\$ 28.11
	1 35-gallon Garbage Cart – weekly service	17.87	\$ 4.07	\$ 25.41	\$ 29.48
	1 64-gallon Garbage Cart – weekly service	32.68	\$ 7.43	\$ 30.49	\$ 37.92
	1 96-gallon Garbage Cart - weekly service	49.01	\$ 11.15	\$ 34.94	\$ 46.09
	Garbage Extras (32 gallon equivalent)	16.34	\$ 3.72	\$ 1.27	\$ 4.99
	Subscription Organic Waste – every other week service			\$ 9.95	\$ 9.95
	Organic Waste Extras (32 gallon equivalent)			\$ 5.40	\$ 5.40
	Additional 96 Gallon Recycling Cart – every other week service			\$ 9.62	\$ 9.62
	Recycling Extras (32 gallon equivalent)			\$ 4.00	\$ 4.00
	Low Income Senior or Disabled Persons Rates:				
	1 20-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	10.21	\$ 1.62	\$ 18.05	\$ 19.68
	1 35-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	17.87	\$ 2.85	\$ 17.79	\$ 20.64
	1 64-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	32.68	\$ 5.20	\$ 21.34	\$ 26.54
	1 96-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	49.01	\$ 7.81	\$ 24.46	\$ 32.26
	Subscription Organic Waste Service - 96-gallon Cart - Low Income Senior or Disabled Persons – every other week service			\$ 6.97	\$ 6.97
	Miscellaneous Fees:				
	Contaminated Recycling Cart			\$ 28.48	\$ 28.48
	Contaminated Organic Waste Cart			\$ 28.48	\$ 28.48
	Account Set up charge				\$ 25.00
	Carry Out Charge (per cart)				\$ 4.03
	Cart Cleaning (per cart, per cleaning)				\$ 16.00
	Delivery/Redelivery Fee (per delivery)				\$ 41.48
	Reactivation Charge (per occurrence)				\$ 18.38
	Resume Service Fee (per occurrence)				\$ 18.38

Section B	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Weekly Commercial Cart	1 32 gallon Garbage Can/Garbage Cart	16.20	\$ 3.68	\$ 17.73	\$ 21.41
	1 96 gallon Garbage Can/Garbage Cart	48.59	\$ 11.05	\$ 40.43	\$ 51.48
	Commercial Garbage Extras (32 Gallon Equivalent)	16.20	\$ 3.68	\$ 1.27	\$ 4.95
Weekly Commercial Detachable Container (compacted)	2 Cubic Yard Container	613.50	\$ 139.56	\$ 241.38	\$ 380.94
	3 Cubic Yard Container	920.25	\$ 209.34	\$ 338.72	\$ 548.06
	4 Cubic Yard Container	1,227.00	\$ 279.12	\$ 420.82	\$ 699.94
	6 Cubic Yard Container	1,840.50	\$ 418.68	\$ 584.67	\$ 1,003.35
Weekly Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	102.25	\$ 23.26	\$ 86.47	\$ 109.73
	1 Cubic Yard, 2 pickups/week	102.25	\$ 46.52	\$ 160.57	\$ 207.09
	1 Cubic Yard, 3 pickups/week	102.25	\$ 69.78	\$ 234.67	\$ 304.45
	1 Cubic Yard, 4 pickups/week	102.25	\$ 93.04	\$ 308.76	\$ 401.80
	1 Cubic Yard, 5 pickups/week	102.25	\$ 116.30	\$ 382.88	\$ 499.18
	1.5 Cubic Yard, 1 pickup/week	153.38	\$ 34.89	\$ 101.24	\$ 136.13
	1.5 Cubic Yard, 2 pickups/week	153.38	\$ 69.78	\$ 188.71	\$ 258.49
	1.5 Cubic Yard, 3 pickups/week	153.38	\$ 104.67	\$ 276.21	\$ 380.88
	1.5 Cubic Yard, 4 pickups/week	153.38	\$ 139.56	\$ 363.65	\$ 503.21
	1.5 Cubic Yard, 5 pickups/week	153.38	\$ 174.45	\$ 451.14	\$ 625.59
	2 Cubic Yard, 1 pickups/week	204.50	\$ 46.52	\$ 117.96	\$ 164.48
	2 Cubic Yard, 2 pickups/week	204.50	\$ 93.04	\$ 219.46	\$ 312.50
	2 Cubic Yard, 3 pickups/week	204.50	\$ 139.56	\$ 320.90	\$ 460.46
	2 Cubic Yard, 4 pickups/week	204.50	\$ 186.08	\$ 422.35	\$ 608.43
	2 Cubic Yard, 5 pickups/week	204.50	\$ 232.60	\$ 523.83	\$ 756.43
	3 Cubic Yard, 1 pickup/week	306.75	\$ 69.78	\$ 148.11	\$ 217.89
	3 Cubic Yard, 2 pickups/week	306.75	\$ 139.56	\$ 276.90	\$ 416.46
	3 Cubic Yard, 3 pickups/week	306.75	\$ 209.34	\$ 405.76	\$ 615.10
	3 Cubic Yard, 4 pickups/week	306.75	\$ 279.12	\$ 534.55	\$ 813.67
	3 Cubic Yard, 5 pickups/week	306.75	\$ 348.90	\$ 663.34	\$ 1,012.24
	4 Cubic Yard, 1 pickup/week	409.00	\$ 93.04	\$ 180.82	\$ 273.86
	4 Cubic Yard, 2 pickups/week	409.00	\$ 186.08	\$ 338.18	\$ 524.26
	4 Cubic Yard, 3 pickups/week	409.00	\$ 279.12	\$ 495.57	\$ 774.69
	4 Cubic Yard, 4 pickups/week	409.00	\$ 372.16	\$ 652.91	\$ 1,025.07
	4 Cubic Yard, 5 pickups/week	409.00	\$ 465.20	\$ 810.31	\$ 1,275.51
	6 Cubic Yard, 1 pickup/week	613.50	\$ 139.56	\$ 231.28	\$ 370.84

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Weekly Commercial Detachable Container (loose)	6 Cubic Yard, 2 pickups/week	613.50	\$ 279.12	\$ 434.99	\$ 714.11
	6 Cubic Yard, 3 pickups/week	613.50	\$ 418.68	\$ 638.67	\$ 1,057.35
	6 Cubic Yard, 4 pickups/week	613.50	\$ 558.24	\$ 842.39	\$ 1,400.63
	6 Cubic Yard, 5 pickups/week	613.50	\$ 697.80	\$ 1,046.12	\$ 1,743.92
	8 Cubic Yard, 1 pickup/week	818.00	\$ 186.08	\$ 282.37	\$ 468.45
	8 Cubic Yard, 2 pickups/week	818.00	\$ 372.16	\$ 532.96	\$ 905.12
	8 Cubic Yard, 3 pickups/week	818.00	\$ 558.24	\$ 783.61	\$ 1,341.85
	8 Cubic Yard, 4 pickups/week	818.00	\$ 744.32	\$ 1,034.25	\$ 1,778.57
	8 Cubic Yard, 5 pickups/week	818.00	\$ 930.40	\$ 1,284.87	\$ 2,215.27
	Extra loose cubic yard, per pickup	102.25	\$ 5.37	\$ 13.00	\$ 18.37
Temporary Collection Service (per pickup)	1 Cubic Yard Container	102.25	\$ 5.37	\$ 30.85	\$ 36.22
	1.5 Cubic Yard Container	153.38	\$ 8.05	\$ 33.94	\$ 41.99
	2 Cubic Yard Container	204.50	\$ 10.74	\$ 37.17	\$ 47.91
	3 Cubic Yard Container	306.75	\$ 16.10	\$ 43.49	\$ 59.59
	4 Cubic Yard Container	409.00	\$ 21.47	\$ 50.10	\$ 71.57
	6 Cubic Yard Container	613.50	\$ 32.21	\$ 60.77	\$ 92.98
	8 Cubic Yard Container	818.00	\$ 42.95	\$ 71.59	\$ 114.54
	Initial Delivery			\$ 38.09	\$ 38.09
Temporary Collection Daily Rent	1 Cubic Yard Container			\$ 1.31	\$ 1.31
	1.5 Cubic Yard Container			\$ 1.45	\$ 1.45
	2 Cubic Yard Container			\$ 1.74	\$ 1.74
	3 Cubic Yard Container			\$ 1.87	\$ 1.87
	4 Cubic Yard Container			\$ 2.28	\$ 2.28
	6 Cubic Yard Container			\$ 2.70	\$ 2.70
	8 Cubic Yard Container			\$ 3.10	\$ 3.10

Section C	Service Level (based on pick ups)		Daily Rent	Monthly Rent	Haul Charge
Commercial Drop Box Collection	Permanent Service				
	Non-compacted 10 cubic yard Drop-box			\$ 57.25	\$ 201.24
	Non-compacted 20 cubic yard Drop-box			\$ 78.38	\$ 201.24
	Non-compacted 25 cubic yard Drop-box			\$ 87.42	\$ 201.24
	Non-compacted 30 cubic yard Drop-box			\$ 94.96	\$ 201.24
	Non-compacted 40 cubic yard Drop-box			\$ 111.56	\$ 201.24
	Non-compacted 50 cubic yard Drop-box			\$ 126.67	\$ 201.24
	Compacted 10 - 40 cubic yard Drop-box				\$ 201.24
			Daily Rent	Delivery Fee	Haul Charge
	Temporary Service				
	Non-compacted 10 cubic yard Drop-box		\$ 4.08	\$ 74.92	\$ 201.24
	Non-compacted 20 cubic yard Drop-box		\$ 4.85	\$ 74.92	\$ 201.24
	Non-compacted 25 cubic yard Drop-box		\$ 5.28	\$ 74.92	\$ 201.24
	Non-compacted 30 cubic yard Drop-box		\$ 6.56	\$ 74.92	\$ 201.24
	Non-compacted 40 cubic yard Drop-box		\$ 7.76	\$ 74.92	\$ 201.24
	Non-compacted 50 cubic yard Drop-box		\$ 7.76	\$ 74.92	\$ 201.24
	Miscellaneous Fees:				
	Additional Mileage Charge for hauls to other sites, per mile				\$ 3.82

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

EXHIBIT B
Recyclables Specifications

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Paper	- Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures - Newspaper, advertisements and paper inserts - Magazines and inserts - Catalogs - Cardboard - Direct mail and paper inserts - Envelopes - Paper bags - Cereal, cookie and cracker boxes - Paper towel tubes - Toilet paper tubes - Tissue boxes - Non-foil wrapping paper - Kraft paper bags or boxes - Paper envelopes containing plastic windows	All materials must be dry. <u>Remove any:</u> - Plastic bags (exterior or interior) - Plastic packaging - Metal - Electronics - Magnets - Twine - Straws - Lids - Food and/or liquids	- Shredded paper - Paper envelopes lined with bubble wrap - Insulation liners or envelopes made from plastic (Tyvek) - Laminated paper - Stickers/labels - Photos - Carbon paper - Receipts - Paper affixed to magnets - Hot or cold cups - Pet food bags - Mixed material bags - Wet and/or soiled paper - Paper with large amounts of paint and/or glue - Frozen food boxes - Juice boxes - Milk cartons - Ice cream containers - Aseptic containers, e.g., soup, broth, soymilk, almond milk
Cardboard	- Cardboard boxes - Cardboard packaging - Cardboard beverage containers	- All materials must be dry - Flatten all cardboard - Remove all interior packaging, e.g., block foam, packing peanuts and exterior plastic wrap - Do not bundle with tape or twine (external tape is acceptable) - Place any oversized cardboard next to Cart/Container	Waxed cardboard

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Metal	• Tin, aluminum and/or steel food and/or beverage containers	• Remove all exterior packaging • Remove lids • Empty of all food and/or liquids or other debris • Labels do not need to be removed	• Aluminum foil and/or trays • Sharp and/or greasy metal • Scrap metal • Batteries • Microwaves • Electrical cords • Cell phones • Vehicle snow chains • Aerosol cans
Plastic Bottles and Tubs	• PET/PETE bottles • HDPE bottles/jugs • PP tubs, e.g., butter, yogurt, cottage cheese	• Remove lids • Remove straws • Empty of all food and/or liquids or other debris • Labels do not need to be removed	• Plastic bags • Plastics items #3, #6, #7 • Food and/or beverage containers • Cups • Rigid flowerpots • 5-gallon buckets • Plastic film • Diapers • Plastic bottles that contained HHW listed materials • Deli, bakery and produce clamshell containers • Loose lids, any size • Plant trays • PVC • Large rigid plastic, e.g., outdoor furniture, laundry baskets, swimming pools, toys • Hoses • Landscaping/sprinkler tubing
Other	Not applicable	Not applicable	• Shredded paper • Fabric (textiles) • Carpet • Wire • Rope • Chains • Christmas lights • Wood • Glass of any kind

EXHIBIT C
Stanwood City Facilities

Facility Name	Facility Address	Service Level as at the Commencement Date
Church Creek Park	27099 72 nd Ave. NW	2-yard MSW – 1x/week
Public Works / Wastewater Treatment	26729 98 th Dr. NW	2 96-gallon REC – 1x/week 3-yard MSW – 1x/week 1.5-yard MSW – 1x/week
Heritage Park	9701 276 th St. NW	2-yard MSW – 1x/week
Police Department	8727 271 St. NW	1-yard MSW – 1x/week
City Hall	10220 270 th St. NW	4 96-gallon REC – 1x/week
Sno Isle Library	9701 271 St. NW	1.5 yard REC – 1x/week 3 96-gallon MSW – 1x/week
City street cans	Downtown Stanwood	7 street cans



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10e
DATE: February 10, 2022
SUBJECT: Ovenell Park Visioning Contract
CONTACT PERSON: Carly Ruacho, Senior Planner
ATTACHMENTS: A – JA Brennan, Assoc. Scope of Work/Budget
B – Confluence Environmental Co. Scope of Work/Budget

PURPOSE

The purpose of this agenda item is for Council approval of two contracts with JA Brennan, Assoc. and Confluence Environmental Co. respectively in the total amount of \$103,752 to conduct updated wetland delineation, visioning, community outreach, and planning for the next steps in development of Ovenell Park.

BACKGROUND

The city purchased Ovenell property in 2014 with grant funding from the Snohomish County Conservation Futures program. The terms of the purchase easement limit the use and development of the property to certain recreation and educational purposes.

The 15-acre Ovenell property is a former dairy farm with a long history. The site includes the old milking parlors and barns used by the Ovenell family for milk production. The farm was recognized in 1989 by the Washington State Department of Agriculture as a "Centennial Farm". While there are technical challenges inherent in the property such as wetlands, traffic access and a bisecting railway spur. Although there are challenges to redevelopment of the site, the potential of Ovenell Park is such that it makes addressing these challenges more than worthwhile. This potential is of creating a regional asset that will be a gem for all of northern Snohomish County – one that strengthens the community, connecting citizens and visitors with the boundless nature that is Port Susan Bay and Skagit Bay, and honoring the history of what makes Stanwood such a special place.

Much time, effort and resources have been spent to date by the city and stakeholders alike to developing the starting plan and vision for Ovenell Park and the proposed work will build on those past efforts and continue moving forward to solidify the development plans including the necessary information to begin to budget for near-term projects and progress with needed permits and begin design level planning.

ANALYSIS

A preliminary environmental study was performed for the city by Landau Associates during the acquisition phase identifying existing conditions on the property and additional critical areas review and delineation work was conducted by Confluence in 2016. The proposed environmental review will build on the earlier work, update the critical areas delineation and permit/mitigation requirements, and give the detailed information necessary for making long-term decisions with regards areas available for development, access, restoration, permitting, etc. This work is necessary to determine current existing conditions and incorporate changes in permitting requirements since the original report is now 7 years old. Environmental reports expire after 5 years and updated reports are required by state agencies for permitting purposes. Confluence Environmental will perform this work with a proposed cost of \$15,915.

A conceptual Master Plan was completed in 2016 with schematic level detail for potential development. The proposed visioning and planning process will review the earlier information and update the development concept with new city and community priorities. The new plan will include cost estimates and a prioritized list of projects that will guide future development at Ovenell Park and serve as the basis for grant applications moving forward.

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 \$200,000 for Conceptual Planning and Design for Ovenell Park. Also included in the CIP funds for Construction Planning and Design and Access. There are sufficient funds within the 2021/2022 for this proposal. No changes to the budget are needed at this time.			
Fund(s):	594.76.61.02		
Amount:	\$103,752	Project Estimate:	\$3,967,605
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

Below is the CIP sheet for the project.

City of Stanwood Multi-Year Capital Project		
Project:	Ovenell	Project Overview:
Tracking Fund:	104 Park Construction	Ovenell Park is a 15-acre regional park on the west end of Stanwood with access off of SR 532 and Saratoga Drive.
Department:	Community Development	
Project Manager:	Patricia Love	Justification:
Year Identified:	2018	The 2018 PROS plan includes developing Ovenell Park as a high priority. The 2020 community survey identified maintaining existing parks over building new parks.
Completion Year:	2025	
Strategic or Master Plan Reference:	Ovenell Master Plan	Detailed Project Description:
Program Reference:	PROS	The 15-acre Ovenell property is a former dairy farm with a long history. The site includes the old milking parlors and barns used by the Ovenell family for milk production. The 2016 Master Plan envisions Ovenell as a regional asset that will be a gem for all of northern Snohomish County – one that encourages community and family gatherings, connecting with the boundless nature that is Port Susan Bay and Skagit Bay, and honoring the history of the site. The Ovenell Park Master Plan identifies the following future uses:
Project Priority:	Medium	• Picnic Areas, Playground & Public Art • Indoor/Outdoor Venue for Local Events • Multi-Purpose Community Space • Large Open Grass Area/Amphitheatre/Stage • FFA/4H Program and Display Space • Traffic Access & Parking
Project Score:	N/A	
Asset Category:	Park, Trail, Facility	
Address/Location:	10520 Saratoga Drive	
Related Projects(s):	Johnson Farm	
		
		Operating Impacts:

Capital Budget	Previous Years	2020	2021	2022	2023	2024	2025	2026	Total
Sources/Funding	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Overall Project Sources
Debt - Parks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
Transfer in - Park Impact Fees	\$ 93,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,530
Grant - RCO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000
Transfer in - REET 1	\$ 211,132	\$ -	\$ -	\$ 200,000	\$ 250,000	\$ 355,000	\$ -	\$ -	\$ 1,016,132
Transfer in - REET 2	\$ 68,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,576
Grant-Conservation Futures	\$ 1,289,367	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,289,367
Total Sources	\$ 1,662,605	\$ -	\$ -	\$ 200,000	\$ 250,000	\$ 355,000	\$ 1,500,000	\$ -	\$ 3,967,605
Uses/Costs	Appropriated to Date	Budget	Projection	Projection	Projection	Projection	Projection	Projection	Overall Project Uses
Land Acquisition	\$ 1,569,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,569,075
Planning and Design-Concept Planning	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Planning and Design-60% Design	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Planning and Design-RCO Grant App.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000
Ovenell Site Access - SR 532 Widening	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ 350,000
Site Cleanup	\$ 93,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,530
Park Construction/Restoration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Total Uses	\$ 1,662,605	\$ -	\$ -	\$ 200,000	\$ 250,000	\$ 355,000	\$ 1,500,000	\$ -	\$ 3,967,605
Capital Sources Over (Under) Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RECOMMENDATIONS

Staff Recommendation:

Staff recommends approving two contracts with JA Brennan, Assoc. and Confluence Environmental Co. respectively in the total amount of \$103,752 to conduct updated wetland delineation, visioning, community outreach, and planning for the next steps in development of Ovenell Park.

Committee/Board Recommendation:

N/A; this is included in the 2021/2022 adopted budget.

CITY COUNCIL OPTIONS

1. Approve both scopes of work and authorize signing contracts to execute the work outlined in the respective scopes with JA Brennan, Assoc. and Confluence Environmental Co. for a total of \$103,752 to conduct updated wetland delineation, visioning, community outreach, and planning for the next steps in development of Ovenell Park as outlined.
2. Reject one or both scopes of work and request modifications or put the project on hold.

PROPOSED MOTION

APPROVE PROPOSED SCOPES OF WORK AND AUTHORIZE SIGNING CONTRACTS NOT TO EXCEED \$103,752 WITH JA BRENNAN, ASSOC AND CONFLUENCE ENVIRONMENTAL TO EXECUTE WORK AS OUTLINED TO CONDUCT UPDATED WETLAND DELINIATION, VISIONING, COMMUNITY OUTREACH AND PLANNING FOR THE NEXT STEPS IN DEVELOPMENT OF OVENELL PARK.

Exhibit A

February 1, 2022

Scope of Work

Ovenell Park – Waterfront Masterplan

Prepared for:

City of Stanwood

Project Description

The Ovenell Park site is located in Stanwood on the south side of SR 532 across from the junction of Lovers Road. This site sits along the railroad and the Stillaguamish River and currently consists of critical area wetlands, open grassland, with two existing barn structures. Several sheds and a former residential house also exist on site. There are also fish bearing channels that run through portions of the property. A railroad corridor separates the upland portion of the site from the river. A conservation easement is identified for the site and will be considered carefully in the development of the program and design process.

The Ovenell Park Vision Plan will be an important step toward the development of a park master plan and eventually implementation design. We will work with the City, PTAC, and the public to explore options for access and parking, recreational use, community gathering, and habitat restoration. Habitat restoration will include environmental enhancement of the wetlands and buffers throughout the site. The planning will need to consider the functioning of the flood levy. The programmatic vision for this plan includes parking and access, a picnic area, interpretive features, passive recreation opportunities and potential re-use of the barns. River access is not anticipated due to the presence of the railroad corridor. Wetlands, and other critical areas will be addressed by Confluence.

The following scope describes the major tasks anticipated for the project. See Exhibit B spreadsheet for subtasks, deliverables, and associated hours and fee for each task.

Consultant Team Roles

- **J.A. Brennan Associates | Landscape Architects and Planners:** Project management and lead for all elements of the project,

Task A | Administration/ Coordination

Administration tasks include meeting coordination, scheduling, contract administration and sub consultant administration costs and expenses.

Deliverables:

1. Invoicing
2. Progress reports
3. Project schedule

Task B | Site Inventory, Analysis, and Data Collection

Work in this task includes site visits, data collection and review, base map preparation, and preparation of an issues and opportunities plan. Identification of regulatory constraints will be developed by Confluence Environmental who prepared a previous critical area study. This work will guide our site analysis work. Other elements identified in the fee matrix. It is assumed the City will supply important information, including a survey of the site.

Deliverables:

1. Base map
2. Opportunities and constraints map
3. Prepare up to 4-page technical memo
4. See Exhibit B for other deliverables

Task C | Park Program and Use Definition

This task involves the preparation of a program list (including uses and facilities) to be used in developing concept plan alternatives, the draft vision plan, and the final vision plan.

Public and Stakeholder input is anticipated in this task and is described in Task J below.

Deliverables:

1. List of potential program and activity elements with parking estimates
2. Three-page tech memo summarizing programming
3. See Exhibit B for other deliverables

Task D –Conceptual Alternative Development

Develop up to two to three conceptual alternatives for review by decision-makers and stakeholders. The alternatives will be diagrammatic to keep the discussion focused on the big picture. Written vision descriptions to accompany the graphic conceptual alternatives will be presented at 1 PTAC and 1 staff meeting.

J.A. Brennan will facilitate a single-day charrette. The charrette will guide the development of the alternatives. Design ideas and uses will be captured from the charrette.

Deliverables:

1. Up to 3-page tech memo including design character definition
2. 2 - 3 diagrammatic alternative concept plans
3. Up to 4 sections
5. See Exhibit B for other deliverables

Task E – Draft Vision Plan

The J. A. Brennan team will develop a draft vision plan for the Ovenell Park site based on the design alternative concepts developed in Task D. This task includes analyzing area recreation opportunities and needs, reviewing site conditions, discussions with the City, and other meetings with the PTAC and other stakeholders.

The plan will be developed at a scale of 1" = 60'. The plan will show parking, buildings, restoration elements, and recreational amenities in a diagrammatic way. Pedestrian circulation concepts will also be provided.

A draft interim opening plan will also be provided to explore a low-cost approach to getting the site open to the public in a safe way that sets the stage for future development.

Deliverables:

1. Up to 6-page tech memo
2. A draft vision concept plan
3. Up to 4 sections
6. See Exhibit B for other deliverables

Task F – Final Vision Plan

The J. A. Brennan team will develop a final vision plan for the Ovenell Park site based on comments from the draft plan developed in Task E. This task includes analyzing area recreation opportunities and needs, reviewing site conditions, discussions with the City, and other meetings with the PTAC and other stakeholders.

The plan will be developed at a scale of 1" = 60'. The plan will show parking, buildings, restoration elements and recreational amenities in a diagrammatic way. Pedestrian circulation concepts will also be provided.

A final interim opening plan will also be provided to explore a low-cost approach to getting the site open to the public in a safe way that sets the stage for future development.

Deliverables:

1. Up to 6-page tech memo
2. A final vision concept plan
3. Up to 6 sections
7. See Exhibit B for other deliverables

Task G | Permit Support

Permitting will be led by City staff and Confluence Environmental. J. A. Brennan will attend a pre-application meeting with regulatory Agencies on site.

Deliverables:

1. Attendance at agency meeting

Task H – Cost Estimating

A preliminary square-footage level cost estimate will be provided for the draft and final vision plan. The cost will be broken down into up to 8 components. The cost will be general and high level since the design will not be in an advanced stage and it will give a general idea of potential costs. Phasing is not included at this stage. Building renovation costs will general follow costs outlined in the structural report or will be based on pre-determined square foot costs i.e., \$200 per S.F.

Deliverables:

1. Cost estimate of draft and final plan

Task I | PTAC, Public Involvement and Team Meetings

In coordination with City staff, JAB will engage the advisory group (PTAC) and the general public in the planning process, including workshops and meetings. Meetings will be designed to be interactive. Meeting notices, final agenda, meeting notes and mailings will be provided by the City. It is anticipated that PTAC meetings will be held approximately 2 weeks prior to each public meeting or as needed.

Boards or PowerPoint presentations will be provided by JAB prior to each public meeting.

As part of the master plan design process, JAB will assist with public meeting facilitation, and presentations. Our goal with the public process is to ensure that all parties get a chance to be heard, provide meaningful input, and realize that they are a vital part of the design process.

Our process for public meetings and gathering input includes:

1. Developing a public outreach Plan
2. PowerPoint presentations for meetings
3. Draft agenda's

Public Meeting #1

Present baseline criteria the City is proposing for park improvements, and solicit initial input from the community for park program improvements.

Online Public Survey

Prepare resource of preferred Program items that are developed from Public Meeting #1.

A public outreach survey will be created. Survey Monkey. The survey tool will be developed during the Park Use Program definition task portion of the effort, following the first public meeting. JAB will coordinate with the client to develop a preliminary list that will be amended after Public Meeting #1. JAB will provide input for Survey Monkey using the City's account.

The survey will be made available to the public to provide input and identify preferred elements. The results from the survey will be compiled and used to refine the program ideas in preparation for Public Meeting #2 – Alternative Design.

Public Meeting #2 - Alternative Design

Public Meeting #2 will present 2 - 3 different alternatives to elicit input from the public and to refine and narrow the park program further.

Public Meeting #3 - Draft Preferred Vision Plan Design

Public Meeting #3 will present a Draft preferred Master Plan based on the input from Public Meeting #2 and review provided from the client and stakeholders

Team Meetings

This task will include team coordination and meetings to progress the design. JAB will coordinate via email and telephone communication with the client. Design review meetings will be held at key points in the design process, including alternative design, draft vision plan design and final vision plan design.

Project Meetings:

1. See fee matrix

J.A. Brennan Scope Assumptions

1. J.A. Brennan does not provide contaminated soils remediation services.
2. Civil design, including utilities and drainage, will be provided in a later stage of work.
3. Architectural design is not included. The preliminary cost will be assigned in collaboration with the City.
4. Electrical design is not included. The preliminary cost will be assigned in collaboration with the City.

5. Traffic study is not included. We will use data provided by the City.
6. The City will provide coordinated, consolidated review comments of the conceptual alternatives and draft vision plan.
7. J.A. Brennan will provide a title block of our choosing, size: 30 x 40. We will use J.A. Brennan CAD standards.
8. The City will provide AutoCAD GIS base maps with contours, buildings, vegetation, roads, major paths, utilities, aerial imagery, and property ownership.
9. Graphics may be hand drawn during vision plan design.
10. Cost estimate work will be limited to the hours specified. The City will review cost estimate assumptions.
11. No DNR coordination or permitting is anticipated.
12. No BNSF or other railroad coordination or permitting is anticipated.
13. No tribal coordination is anticipated
14. Grant support will not be part of this scope of work.
15. J.A. Brennan Associates will not be responsible for working with adjacent landowners except through a specified meeting process.
16. The City will provide public meeting notices, and meeting organization.
17. The Vision plan will be complete by October 31, 2022.
18. City will be responsible for distribution of all documents.
19. JAB will consolidate, edit and print 3 copies at review stages and 3 copies of the final reports and plans.
20. Public meeting presentation materials are anticipated to be plans mounted on boards combined with PowerPoint presentations.
21. Wetlands and Critical areas are anticipated to be on site. A Critical Area study has been prepared that includes a wetland delineation and ordinary high water delineation of the Stillaguamish River.

Ovenell Park - Vision Plan

WORK ITEM Rate	DESCRIPTION	JB PM \$195.00	TW PLA \$168.00	DC LA \$158.00	YD LD1 \$103.00	LD2 \$103.00	VS/YS Admin \$115.00	Total JAB Hours	Total Labor	Total Expenses	Total J.A. Brennan Labor/Exp
A	Administration / Coordination (JAB only)										
1	File set-up	1	1				3	5	\$708		\$708
2	General coordination	2	2				1	5	\$841		\$841
3	Prepare invoices	2	1				4	7	\$1,018		\$1,018
4	Scheduling	1	2				2	5	\$761		\$761
	Total Task A	6	6	0	0	0	10	22	\$3,328	\$0	\$3,328
B	Site Inventory, Analysis and Data Collection										
1	Prepare base map	1	1		2	4		8	\$981	\$150	\$1,131
2	Data review, reports, plans	2	3		2	2		9	\$1,306	\$300	\$1,606
3	Review WSDT traffic, access & parking analysis	1	1					2	\$363		\$363
4	Soils analysis (review and synthesize existing NRCS data)	1			1			2	\$298		\$298
5	Site visits (2) at time of meetings	4	4		7			15	\$2,173	\$120	\$2,293
6	Site context map (base from County GIS or USGS)	1			2	2		5	\$607		\$607
7	Review wetlands and regulatory input from Confluence	1	1			1		3	\$466		\$466
8	Review structural report for existing buildings	1	1			1		3	\$466		\$466
9	Vegetation mapping (from air photo)		1		1			2	\$271		\$271
10	Opportunities and constraints map	2	2		2	3		9	\$1,241	\$100	\$1,341
11	Prepare up to 4 page technical memo	1	3		1	2	1	8	\$1,123		\$1,123
	Total Task B	15	17	0	18	15	1	66	\$9,295	\$670	\$9,965
C	Park Program and Use Definition										
1	Project goals	1	2			1		4	\$634		\$634
2	Program table with estimated parking requirements	2	2			3		7	\$1,035		\$1,035
3	Program definition for potential re-use of barns & house	2	1					3	\$558		\$558
4	Barn replacement stratigy	2						2	\$390		\$390
5	Programing powerpoint w/ case study images	2	3		2	2		9	\$1,306	\$50	\$1,356
6	Prepare up to 3 page tech memo - program & survey summary	2	2		2		1	7	\$1,047		\$1,047
	Total Task C	11	10	0	4	6	1	32	\$4,970	\$50	\$5,020
D	Conceptual Alternative Development										
1	Prepare written description of alternatives	1	2			1		4	\$634		\$634
2	Alternative development charrette	8	8					16	\$2,904	\$250	\$3,154
3	Overall park plan bubble diagram alternatives at 1" = 50' (2 options)	6	8		6	6		26	\$3,750	\$250	\$4,000
4	Sections (up to 4)	2	2		6	6		16	\$1,962		\$1,962
5	Program confirmation for potential re-use of barns	2	1			1		4	\$661		\$661
6	Prepare up to 3 page tech memo	1	2			3		6	\$840		\$840
	Total Task D	20	23	0	12	17	0	72	\$10,751	\$500	\$11,251
E	Draft Vision Plan										
1	Prepare draft vision plan (60 scale)	4	6		6	8		24	\$3,230	\$200	\$3,430
2	Draft Interim site opening plan concept	2	2		1	4		9	\$1,241	\$200	\$1,441
3	Prepare up to 4 landscape arch. sections	2	3		6	6		17	\$2,130	\$200	\$2,330
4	Prepare up to 6 page tech memo	3	8		3			14	\$2,238		\$2,238
	Total Task E	11	19	0	16	18	0	64	\$8,839	\$600	\$9,439
F	Final Vision Plan										
1	Prepare final master plan graphic (60 scale)	4	6		6	12		28	\$3,642	\$500	\$4,142
2	Interim site opening plan concept	6	8		4	18		36	\$4,780	\$200	\$4,980
3	Stormwater & utilities concept	1	2					3	\$531		\$531
4	Up to 6 landscape arch. Sections (revise 2) 4 new	2	3		8	12		25	\$2,954	\$200	\$3,154
5	Prepare up to 12 page report including graphics	4	16		6		16	42	\$5,926	\$50	\$5,976
	Total Task F	17	35	0	24	42	16	134	\$17,833	\$950	\$18,783
G	Permit Support										
1	Agency meeting	4						4	\$780		\$780
	Total Task G	4	0	0	0	0	0	4	\$780	\$0	\$780
H	Cost Estimating										
1	Draft vision plan cost estimate	4	6	4		10	2	26	\$3,680		\$3,680
2	Final vision plan cost estimate	2	6	2		6	1	17	\$2,447		\$2,447
	Total Task H	6	12	6	0	16	3	43	\$6,127	\$0	\$6,127
I	PTAC, Public Involvement & Team Meetings										
1	Powerpoint shows for meetings	6	4			4	3	17	\$2,599	\$300	\$2,899
2	Program Survey Monkey	2	2		4			8	\$1,138		\$1,138
3	PTAC meetings (3) w/ 1 field trip (2 meetings web based)	10	8			6	1	25	\$4,027	\$60	\$4,087
4	Public outreach plan and agendas	2	2			1		5	\$829		\$829
5	Public meetings (3) In Stanwood	24	18			8	6	56	\$9,218	\$90	\$9,308
6	Up to 1 staff meeting Seattle	3	3			3		9	\$1,398	\$90	\$1,488
7	Up to 2 staff meetings Stanwood	10	5		5			20	\$3,305	\$90	\$3,395
	Total Task I	57	42	0	9	22	10	140	\$22,514	\$630	\$23,144
Vision Plan - Total Fee		147	164	6	83	136	41	577	\$84,437	\$3,400	\$87,837



January 20, 2022

Ms. Patricia Love
Community Development Director
City of Stanwood
10220 - 270th Street NW
Stanwood, WA 98292

Re: Proposal for Overall Park Project

Dear Ms. Love:

On behalf of Confluence Environmental Company, Inc. (Confluence), I am pleased to submit this letter describing our proposed services to complete an environmental site assessment for the Overall Park project in Stanwood, Washington (the City).

We understand that the Overall Park project will provide a public park within the City of Stanwood adjacent to SR532 and the Old Stillaguamish River. The property was previously used as a dairy farm and there are existing buildings and a railroad corridor on the property. This scope of work covers the delineation of wetlands on the property and a permitting/regulatory matrix that identifies potential environmental permitting and regulatory triggers.

The Scope of Work below outlines the various tasks to be completed by the Confluence

Scope of Work

Anticipated tasks to be completed by Confluence Environmental Company include:

Task 1—Project Management/Administration and Coordination:

- Coordination as needed with City and JA Brennan (design consultant, contracted directly with the City) on project meetings, site-visits, project design review, and potential environmental considerations/constraints.
- Developing and maintaining project schedule.
- Compiling monthly invoices and progress reports for submittal to City.
- Contract Management.

Task 2—Prepare for and Complete Wetland Delineations

- Review Wetland Delineation Report prepared by Confluence in 2016.

- Complete desk top review of publicly available information (i.e., National Wetland Inventory, state, and local data).
- Complete wetland delineations of the property parcel associated with the proposed Ovenall Park Property and prepare supporting Wetland Delineation Forms.
- Complete delineation of Ordinary High Water Mark (OHWM) of any onsite water courses (i.e., Stillaguamish River, unnamed streams, ditches).
- Wetland boundaries and the OHWM of water courses will be collected using GPS with sub-meter accuracy.

Task 3—Prepare Critical Areas Report and Permit Matrix:

- Prepare Critical Areas Report with supporting Wetland Delineation Forms.
- Prepare a permit matrix, outlining the federal, state and local permits and regulations that are likely to be triggered by the project based on the preliminary park design to be prepared by JA Brennan. The permit matrix will identify that documentation required to apply for the anticipated permits or comply with the anticipated regulations, and expected timeline for completing, submitting and obtaining the necessary permits and approvals. The permit matrix will also indicate if any wetland, stream or buffer mitigation is anticipated.

Assumptions

- The City, Confluence and the design team will coordinate to identify the means and methods of constructing the park and amenities. The means and methods will include the best management practices to be used and mitigation opportunities as necessary. Amenities may include view-points, kiosks/signage, parking/access, and river access. This information will inform the Permit Matrix developed under Task 3.
- Up to two hours of coordination meetings with the City and the design team is assumed.
- Up to one ten-hour day for two biologists will be required to complete the wetland and OHWM delineations.
- Delineated wetland boundaries will be surveyed with GPS and shapefiles provided to the design team to consider and include as appropriate in the Park Design. Impacts to wetlands and buffer will be avoided and minimized to the extent practicable. Wetland or buffer mitigation, if required will not be developed as part of this scope of work. A wetland and/or buffer mitigation plan, if required, will be included in the subsequent amendment to move the project through final design and permitting.

Ms. Patricia Love
January 20, 2022



- Confluence will respond to City review comments of the DRAFT Critical Areas Report and Permit Matrix and provide electronic versions of the FINAL materials.
- Utility locate will be provided by City of Stanwood prior to the start of field work for the wetland delineation.
- Confluence can begin work within two weeks of Notice to Proceed.

Deliverables

- DRAFT and FINAL Wetland Delineation Report with supporting data sheets.
- DRAFT and FINAL Permit Matrix.

Anticipated Cost

- Task 1—Project Management/Administration and Coordination (Confluence): \$1,135
- Task 2—Prepare for and Complete Wetland Delineations (Confluence): \$3,210
- Task 3—Prepare Critical Areas Report and Permit Matrix (Confluence): \$11,500
- Direct Expenses (Confluence): \$70
- **Total Anticipated Cost: \$15,915**

If you have any questions about our Letter Proposal, please contact me by phone or email (listed below). We sincerely appreciate your consideration of Confluence for this contract.

Respectfully yours,

A handwritten signature in blue ink, appearing to read "Scott White", with a stylized flourish at the end.

SCOTT WHITE

Principal Environmental Planner and President
425.345.7685
scott.white@confenv.com

Confluence Environmental Company

2022 Standard Rates

In-House Use Only

CBS

1/19/2022

City of Stanwood

Ovenall Park Project

Project Name Staff/Item	Rate	Task 1--Project Mgmt/Admin		Task 2 -- Wetland Delineations		Task 3 -- Prepare Wetland Rpt and Permit Matrix		Total		
		Units	Cost	Units	Cost	Units	Cost	Units	Cost	
Confluence staff:										
Senior Principal	\$	225.00	1	\$225		\$0		\$0	1	\$225.00
Managing Senior	\$	180.00	4	\$720	2	\$360	16	\$2,880	22	\$3,960.00
Project Ecologist 3	\$	175.00		\$0	10	\$1,750	32	\$5,600	42	\$7,350.00
Project Scientist	\$	110.00		\$0	10	\$1,100	24	\$2,640	34	\$3,740.00
Accounting	\$	95.00	2	\$190		\$0		\$0	2	\$190.00
Editor	\$	95.00		\$0		\$0	4	\$380	4	\$380.00
Total Confluence staff			7	\$1,135	22	\$3,210	76	\$11,500	105	\$15,845
Other Direct Expenses										
Reimbursable Direct Expenses										
Mileage		\$0.59		\$0	120	\$70		\$0	120	\$70.20
Total Reimbursable Direct Expense			\$0	\$0	\$120	\$70	\$0	\$0	120	\$70.20
Grand totals				\$1,135		\$3,280		\$11,500		\$15,915