

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, March 10, 2022



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday March 10, 2022 – 7:00 p.m.

This meeting will be conducted via ZOOM.
Instructions to join the meeting by telephone or
online are posted on the 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. **PRESENTATION**
 - a. Stanwood Camano School District Board Superintendent Rumbaugh **4.1**
 - b. Waste Management Annual Update and Contract Implementation Update **4.2**
5. **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>
6. **STAFF REPORTS**
7. **COMMITTEE REPORTS**
 - a. Parks and Trails Advisory Committee Meeting Minutes – January 18, 2022 **7.1**
 - b. Finance Committee Report – February 24, 2022 **7.4**
 - c. Community Development Committee Meeting Minutes – February 3, 2022 **7.6**
8. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **8.1**
 - b. Approve February 24, 2022, Regular Meeting Minutes **8.4**
9. **OLD BUSINESS**
10. **PUBLIC HEARING**

Anyone wishing to provide written or oral public comment, must pre-register by 9:00 am the day of the meeting by calling 360-454-5213, or by clicking on this link:
<https://stanwoodwa.org/FormCenter/City-Clerk-5/Council-Meeting-Public-Hearing-Public-Co-69>

 - a. Approve First Reading of Ordinance 1503 City Impact Fees **10.1**
11. **NEW BUSINESS**
 - a. Confirm Mayor Robert’s Salary Commission Appointment – Nick Hanson **11.1**
 - b. Authorize Mayor to Sign a Contract with Central Paving for the 2022 Overlay Project **11.7**
 - c. Authorize Mayor to Sign a Contract with Faber Construction for the Church Creek Sewer Project **11.11**
 - d. Authorize Mayor to Sign contracts for 2024 Comprehensive Plan Update: **11.15**
 - a. Blueline Group Comprehensive Plan Update—Project Lead
 - b. Transpo Group Comprehensive Plan Update—Transportation Analysis
 - e. Authorize the Community Development Director to sign the Snohomish County Hotel Motel Small Fund Grant **11.58**
12. **CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
13. **REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor’s Report
 - b. City Administrator’s Report
 - c. Councilmember Reports/Questions
14. **ADJOURN TO EXECUTIVE SESSION – NONE SCHEDULED AT THIS TIME**
15. **RECONVENE AND ADJOURN**

Upcoming Meetings:

March 24, 2022 Special Workshop Meeting
March 24, 2022 Regular Meeting
April 14, 2022 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 4a

DATE: March 10, 2022

SUBJECT: Stanwood Camano School District Presentation

CONTACT PERSON: Shawn Smith, City Administrator

ATTACHMENTS:

SUMMARY STATEMENT

Superintendent Diane Rumbaugh will attend the City Council meeting to give a presentation on the school levies.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 4b

DATE: March 10, 2022

SUBJECT: Waste Management annual report

CONTACT PERSON: Michelle Metzler
Public Sector Manager

ATTACHMENTS: A – Annual report

SUMMARY STATEMENT

Public Sector Manager Michelle Metzler will be providing an annual overview of the Waste Management services.



ANNUAL REPORT 2021

City of Stanwood



THANK YOU, STANWOOD

As we continue our road to recovery, WM is honored to provide essential environmental services to the City of Stanwood. From our frontline drivers and public education team to our partners at the City, thank you for another great year of partnership!

• Rob Rutledge
District Manager
Skagit Hauling District

WM IS A PROUD CONTRIBUTOR TO YOUR COMMUNITY & OURS

Your community is our community, too! In 2021, WM continues to be a member of the Stanwood Chamber of Commerce.



REDUCING CONTAMINATION IN RESIDENTIAL RECYCLING

As recycling markets continue to evolve, WM remains committed to reducing contamination and engaging the community in recycling right.

WM drivers continue to educate residents on recycling right by applying oops tags to customer carts where contamination is found. This provides a helpful reminder to residents about what materials are accepted in the recycling.





VIRTUAL CASCADE RECYCLING CENTER TOURS

The Cascade Recycling Center is the local material recovery facility, owned and operated by WM, which sorts commingled recyclable materials using high-tech machinery. In 2021, WM offered virtual behind-the-scenes tours to interested community groups. Virtual tours provide an opportunity to understand what happens to recyclables after collection and the importance of following recycling rules such as keeping out plastic bags.

These virtual tours have received extremely positive feedback from customers. Residents can tune in from the convenience of their home while avoiding traffic, which reduces the time commitment to attend this impactful experience. Going virtual has increased the accessibility of this experience as residents of any age and ability are able to attend. There is also no limit on how many residents can join. WM's biggest tour in 2021 included 130 registrations for a single tour! This allowed us to reach a wider audience and spread the sustainability message to more people.



EXPANDING OUR VIRTUAL OUTREACH TOOLKIT

When Covid-19 arrived in 2020, WM developed an array of tools and resources to educate customers on recycling right while remaining socially distanced. In 2021, we have continued to provide impactful virtual outreach by expanding our toolkit of educational offerings. These new offerings have expanded the reach of our work through increased accessibility and inclusion in our outreach.

OUR COMMITMENT TO SUPPORTING SUSTAINABLE COMMUNITIES CONTINUES

This past year has been one of extraordinary challenge and change – but also one filled with opportunity and achievement.

We are always working for a more sustainable tomorrow, please take a look at our 2021 sustainability report:

sustainability.wm.com

Since 2019, WM has spent over **\$110 million** on recycling infrastructure technology.

We continue to make strides in fleet emissions reduction, lowering greenhouse gas (GHG) emissions by **16 percent**.

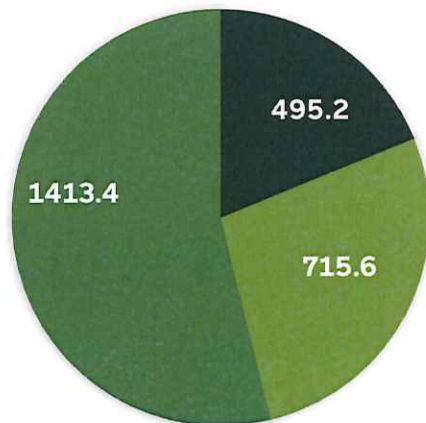
We are powering **55 percent** of our more than 19,000 fleet of vehicles with renewable natural gas (RNG).



STANWOOD WASTE STREAM – 2021

[IN TONS]

RESIDENTIAL



- Garbage and Recycling customers: 1900
- Compost subscribers: 1400

RECYCLING ●
GARBAGE ●
COMPOST ●

AVERAGE DIVERSION RATES

The diversion rate is the percentage of total collected material that is not taken to a landfill, thus diverted for recycling, composting, reuse, and repurpose. Diverted material is delivered to a recycling or composting facility for processing.

RESIDENTIAL

46.1%



WM & City of Stanwood – New Agreement Effective May 1

Key Changes for Residents

- Fully carted garbage
- Weekly food/yard waste service
- New rates for all customers (6% residential increase)
- Low-income seniors or disabled persons rates

Communications to Residents

- Letters to customers – Arriving in mailboxes by March 15
- Press release to Stanwood Camano News – Distributed in mid-March
- Social media posts on City's pages

Campaign to Encourage Customers to Download the WM App and Update Communication Preferences

- Go to WM.com to register for notification preferences, paperless billing and auto-pay or download the WM mobile app before May 1.
- For each customer who does, WM will donate \$1 to the Stanwood Camano Food Bank, up to \$1,000.



WM Carts to Replace Personal Cans

- Customers that are using a personal can will receive a WM garbage cart during the last two weeks of April.
- WM will consolidate multiple cans into the fewest amount of WM carts
 - For example: two 32-gallon cans will be replaced with a 64-gallon cart, three 32-gallon cans will equal one 96-gallon cart.
- Customers may continue to use personal cans to set out extra garbage, recycling or yard waste on service day (charges apply).
- If customers would like WM to dispose an old can for no charge, they may set this out on collection day with a note "Please Dispose" during the first two weeks of May.
- Effective May 1, WM will no longer service personal cans for weekly garbage collection.



Low Income Senior or Disabled Persons Rate

- Low-income senior citizens or disabled persons are eligible for a 30% discount on their base monthly WM charges.
- If residents are already signed up for the low-income senior or disabled discount program for City of Stanwood water and sewer utilities, then no action is needed by residents. Their WM account will automatically be updated in May.
- Moving forward, the City Finance Department will provide WM with resident names and addresses that are eligible for the program.

Thank you.

2021 ACCOLADES

On a company-wide level, we've proudly accepted recognition for our commitment to environmental protection, ethical business practices, diversity and hiring veterans.





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: March 10, 2022

SUBJECT: Parks and Trails Advisory Committee Meeting
Minutes – January 18, 2022

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – PTAC Meeting Minutes 01-18-2022

SUMMARY STATEMENT

Minutes from the January 18, 2022 Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented. These minutes were approved at the February 22, 2022 Parks and Trails Advisory Committee Meeting.



Parks and Trails Advisory Committee Meeting Minutes January 18, 2022

Call to Order: 3:07 pm

Roll Call

Present: Cathy Wooten
Matt Withers
Dave Hall
Lisa Bruce
Gordy Holmes

Staff Present:
Carly Ruacho
Patricia Love
Audrey Rotrock

Absent: Rick Hawkins

Also known to be present: Doug Shafer, Steve Shepro

Elections: The Committee nominated and voted unanimously for Dave Hall as the new Chair, and for Gordy Holmes as the Vice Chair.

Citizen Comments: None

Approval of Minutes:

The Minutes of November 15, 2021 were voted on and approved unanimously as presented.

Pickleball Presentation – Doug Shafer

Doug Shafer is the former President of the Marysville Pickleball Club and a member of Camano Pickleball. He gave a short PowerPoint presentation on the growth of the sport in the area, the health benefits for the community and the positive economic impact Pickleball can provide.

Church Creek Park Sports/Pickleball Court

2022 Church Creek Park Capital Projects				
Budget :	\$	440,000		
	Task:		Budget Estimate	Description
	Pickleball / Multipurpose Sports Court		\$ 130,000	Design & Build 1 Court
	Tree Thinning: Entrance & 72nd Avenue		\$ 10,000	Tree Trimming and Thinning
	Trail Improvements / Interpretive Signs		\$ 30,000	Brush Removal and Signs
	Ballfield Renovation		\$ 130,000	Design & Possible Reconstruction
	Flag Pole Landscaping and Renovation		\$ 10,000	Tree Removal by Arborist / Volunteer Planting Event
	Renovate or Replace Picnic Shelter		\$ 100,000	Design and Replacement with New Tables
	Parking Lot Repair Analysis		\$ 30,000	Analysis / Possible Design
			Total: \$	440,000

The Committee discussed at length possibility of adding a second pickleball court at Church Creek Park. One multipurpose court in the location of the existing basketball court is planned and budgeted. The Committee questioned whether there could be a second, dedicated pickleball



Parks and Trails Advisory Committee Meeting Minutes January 18, 2022

court added in the park with the current budget allocation. The consensus of the discussion was that more pickleball courts are better than less. The Committee requested that staff obtain an estimate for analysis and design of a second court (to include a construction cost estimate) so that a final decision could be made whether to go forward with only the one planned multipurpose basketball/pickleball court or possibly to add another court to the workplan, with Council approval. Once the estimates are received, the Committee will discuss the overall budget to determine if two courts are possible with the current budget or with some shifting between other planned projects or if a budget increase would be necessary for a second court.

Park Impact Fees

The Growth Management Act requires cities to plan and provide parks and recreation facilities that are adequate to accommodate growth. In 2018 the City of Stanwood adopted their Parks, Recreation and Open Space (PROS) Plan that includes a vision for a future parks department and priorities for park development. The application of Park Impact Fees (PIF) is one financial tool available to cities to help facilitate the implementation of the PROS plan.

There will be a public hearing on February 14th, and the PIFs will go to Council at the first and second Council meetings in March for approval.

The meeting was running long, so the Committee was asked to review the PIF information and let staff know if they have any questions.

Year-to-Date Tax Revenue

Our most recent sales tax received (for the month of September) continues to show an overall decline from 2020, which was an extraordinary year due to the construction of the high school in 2020. September retail sales tax increased six percent from August, indicating continued stability in the economy.

City Email Communication

Board/Committee members need to have a city email address if they are going to be communicating about city business other than basic scheduling issues. We need to ascertain who needs a city email address so we can get it set up through Snohomish County IT. Also, members will need to check their email at least once every 90 days or the email goes inactive. The email password also changes every 90 days so members will need to monitor and manage their accounts.

The Committee was asked to contact Audrey Rotrock if they wish to have a city mail address set up.

Park Updates

- Gray was selected from the proposed roofing color options for the Eagle Scout project for dugout renovations at Church Creek Park.
- Heritage Baseball field project is complete and field surfaces are coming along well.
- Hamilton Grant and Permit Status is also moving along.

The meeting was adjourned at 5:01.

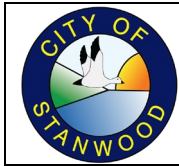


CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b
DATE: March 10, 2022
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director
ATTACHMENTS: A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the February 24, 2022 Finance/Personnel Meeting are attached to this staff report for approval as presented.



Finance & Personnel Committee Meeting Minutes February 24, 2022

Councilmembers Present: Marcus Metz, Darren Robb, Tim Schmitt.

Staff present: Shawn Smith, Wendy Dowhower, Pat Adams, David Hammond, Lisa Sokolik

Absent: none

1. The committee selected Marcus Metz to be Chair.
2. Personnel Policy – Amendments to Personnel Policy Manual
 - a. Human Resources Manager Adams presented the proposed changes. The Committee discussed and provided suggestions and are supportive of the amendments to the Personnel Policy. Councilmember Schmitt disagreed with the amount of executive leave proposed to be available to FLSA exempt employees.
3. Budgeting, Planning and Reporting Software
 - a. Finance Director Hammond presented a description of the need for and benefit of a proposed budgeting software suite. The Committee discussed and are supportive of the purchase.
4. Financial Report – 4th Quarter 2021
 - a. Hammond discussed key elements of the report. The Committee discussed.
5. Transportation Benefit District Report 2021
 - a. The committee did not have adequate time to complete their discussion of this item, so it will be added to the next committee agenda.
6. 2022 Finance/IT workplan
 - a. The committee did not have adequate time to discuss this item, so it will be added to the next committee agenda.





**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7c
DATE: March 10, 2022
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – February 3, 2022 Meeting Minutes

SUMMARY STATEMENT:

Minutes from the February 3, 2022 Community Development Committee Meeting are attached to this staff report for approval as presented.

Call to Order 5:00 pm

Councilmembers Present: Marcus Metz, Steve Shepro, Dani Gaumond

Staff Present: Patricia Love, Tansy Schroeder, Audrey Rotrock

Absent: N/A

Agenda Items:

1. Election of Chair
2. Park Impact Fee Code Amendment
3. Park and Recreation Study Recommendation
4. Downtown Revitalization Project
5. Planning Commission 2022 Work Plan

Election of Chair

At the first meeting of the year, the Community Development Committee elects a new Chair.

The Committee nominated and voted unanimously on Marcus Metz as the Chair and Steve Shepro as Vice Chair.

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.

In early 2020, the Commission had completed their review of the code amendment and associated park impact fee methodology.

With the completion of the permitting procedures and permitted use matrix code amendment, staff and the Planning Commission are beginning work on the Park Impact Fee code amendment.

Proposed Amendment Includes:

- **Traffic:** Revised SMC Chapter 17.151; removes references to park and fire impact fees; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
- **Parks:** New SMC Chapter 17.152; adopts a new chapter of the municipal code specific code park impact fees; removes specific construction cost and person per household hold figures from the formula; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
- **Fire:** New SMC Chapter 17.154; deletes all reference to the fee and formula and provides that if the fire authority requests that the city adopt a fee that the formula

be developed and an amendment to the code be adopted. This change reflects recent vote by city residents to annex into the North County Regional Fire Authority.

- Park Impact Fee: The Park Impact Fee has been updated by applying the park impact fee formula to the 2022-2027 Park Capital Improvement Project list and updating the “persons per household” figure as provided by the Washington State Office of Financial Management.

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

2022 Park Impact Fee Calculation:

The process of updating the Park Impact Fee includes applying the most recent Park CIP list with updated construction cost estimates, applying the most recently available city demographic information, and considering the appropriate proportional cost share. Level of service ratio remains the same as it is the LOS adopted in the Parks, Recreation and Open Space Plan.

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

The Committee supports the proposed amendment. The Committee would also like to know why there is not an adjustment factor for the traffic impact fee, like there is one for the park impact fee.

Park and Recreation Study Recommendation

Community Boards and Stanwood residents have requested that the City hire a Parks Director and establish a Parks Department. This pressure appears to be coming from the desire to improve park aesthetics and communication with the City. With the current diversified system of parks planning in the Community Development Department and parks scheduling / maintenance in the Public Works Department there is a communication and policy implementation gap with regards to parks in the City of Stanwood.

Identifying this key inefficiency in the city is a major step forward towards improving City parks for the community. City Staff recommends taking a phased and scalable approach to improving city parks and services prior to formally creating a City Parks Department. Staff recommends creating a “Parks Team” consisting of existing employees that will be dedicated to parks planning and maintenance that will work together, in the same space to improve communication.

The Committee supports creating a scalable approach to creating a City Parks Department. They also support beginning the first and second phase as soon as feasible.

Downtown Revitalization Project

Following the guidance laid out in the 2010 Economic Development Action Plan, 2012 SDAT: Density by Design, and 2015 Downtown Subarea Plan, the Stanwood City Council approved the City Beautification Action Plan on December 10, 2020. It consists of 6 key program elements:

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

To help guide the visioning and design of the Main Street Revitalization project– now being referred to as the Twin City Mile project – a Steering Committee was established. The purpose of the Twin City Mile Steering Committee is to gauge business owners' interest in gateway concepts and to start a discussion about what issues are important to consider as part of the larger project goals.

The Twin City Mile Steering Committee held their first meeting on January 26, 2022. This meeting agenda focused on understanding the background of the project and formulating a future vision for downtown Stanwood.

The Committee supports the Downtown Revitalization Project. They would also like to revisit “Branding” of the city at the next City Council Meeting.

Planning Commission 2022 Work Plan

Work Plan Item	Tentative Timing
Park Impact Fee Ordinance Update	January - March
Floodplain / FEMA Community Rating Strategy	January - June
2024 Comprehensive Plan: Technical Studies & Policy Analysis	January - December
Housing Action Plan	January - December
Stanwood Municipal Code Update	January - December

The Planning Commission and Community Development Committee will be heavily involved in the 2024 Comprehensive Plan Update.

At the next Community Development Committee meeting, Patricia Love will share her approach on how to best handle the 2024 Comprehensive Plan update.

Meeting adjourned at: 6:29 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: March 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 35026 through 35060 and Washington Federal Bank electronic funds transfers in the amount of \$272,490.72. 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 35026 THROUGH 35060 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$272,490.72. APPROVE ISSUANCE OF WASHINGTON FEDERAL ELECTRONIC PAYROLL AND BENEFIT FUNDS TRANSFERS IN THE AMOUNT OF \$41,850.00.

CHECK REGISTER

City Of Stanwood

Time: 11:28:40 Date: 03/03/2022

02/17/2022 To: 03/03/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
672	02/23/2022	Payroll	3	EFT		3,000.00	February 2022 Draw
673	02/23/2022	Payroll	3	EFT		1,400.00	February 2022 Draw
674	02/23/2022	Payroll	3	EFT		2,000.00	February 2022 Draw
675	02/23/2022	Payroll	3	EFT		2,000.00	February 2022 Draw
676	02/23/2022	Payroll	3	EFT		1,000.00	February 2022 Draw
677	02/23/2022	Payroll	3	EFT		2,000.00	February 2022 Draw
678	02/23/2022	Payroll	3	EFT		2,700.00	February 2022 Draw
679	02/23/2022	Payroll	3	EFT		2,700.00	February 2022 Draw
680	02/23/2022	Payroll	3	EFT		4,000.00	February 2022 Draw
681	02/23/2022	Payroll	3	EFT		1,600.00	February 2022 Draw
682	02/23/2022	Payroll	3	EFT		1,000.00	February 2022 Draw
683	02/23/2022	Payroll	3	EFT		2,000.00	February 2022 Draw
684	02/23/2022	Payroll	3	EFT		1,600.00	February 2022 Draw
685	02/23/2022	Payroll	3	EFT		2,000.00	February 2022 Draw
686	02/23/2022	Payroll	3	EFT		1,500.00	February 2022 Draw
687	02/23/2022	Payroll	3	EFT		1,000.00	February 2022 Draw
688	02/23/2022	Payroll	3	EFT		2,200.00	February 2022 Draw
689	02/23/2022	Payroll	3	EFT		1,700.00	February 2022 Draw
690	02/23/2022	Payroll	3	EFT		500.00	February 2022 Draw
691	02/23/2022	Payroll	3	EFT		3,450.00	February 2022 Draw
692	02/23/2022	Payroll	3	EFT		1,500.00	February 2022 Draw
693	02/23/2022	Payroll	3	EFT		1,000.00	February 2022 Draw
696	02/17/2022	Claims	3	EFT	US Bank	8,120.82	4489 5945 5564 1495
697	02/17/2022	Claims	3	EFT	WA St Dept of Revenue **	15,778.76	City of Stanwood
868	02/28/2022	Claims	3	EFT	HSA Bank	2.50	HSA Service Fee
698	02/17/2022	Claims	3	35026	Ace Hardware *	2,412.90	20013
699	02/17/2022	Claims	3	35027	Berk	7,527.50	City of Stanwood
700	02/17/2022	Claims	3	35028	The Blueline Group, LLC	5,100.00	City of Stanwood
701	02/17/2022	Claims	3	35029	Bonner Electrical Contracting LLC	418.43	Cit of Stanwood
702	02/17/2022	Claims	3	35030	CPS HR Consulting	515.00	STAN0008; STAN008
703	02/17/2022	Claims	3	35031	Databar Inc.	872.58	8952
704	02/17/2022	Claims	3	35032	Frix Technologies LLC	8,333.42	City of Stanwood; City of
705	02/17/2022	Claims	3	35033	ICI Construction Inc.	145,181.14	City of Stanwood
706	02/17/2022	Claims	3	35034	KBA Inc.	6,302.49	City of Stanwood
707	02/17/2022	Claims	3	35035	KPG	102.01	KPG
708	02/17/2022	Claims	3	35036	Samuel E Lidgard	75.00	City of Stanwood
709	02/17/2022	Claims	3	35037	Links Trailer Sales	2,245.27	City of Stanwood
710	02/17/2022	Claims	3	35038	Motor Trucks International	6,285.43	74799 city of Stanwood; 74799 City of Stanwood
711	02/17/2022	Claims	3	35039	NCL of Wisconsin, Inc.	234.55	44599
712	02/17/2022	Claims	3	35040	O'Reilly Auto Parts	15.04	1872464
713	02/17/2022	Claims	3	35041	Office Depot	134.77	36274097; 36274097; 36274097; 36274097; 36274097
714	02/17/2022	Claims	3	35042	PUD Of Snohomish County *	646.79	200103539; 201942398; 200738672; 200633634
715	02/17/2022	Claims	3	35043	Perteet Inc.	20,056.80	city of Stanwood
716	02/17/2022	Claims	3	35044	Photography by Ian Gleadle	356.27	City of Stanwood
717	02/17/2022	Claims	3	35045	RH2 Engineering Inc	11,674.48	City of Stanwood
718	02/17/2022	Claims	3	35046	Ricoh USA, Inc.	956.60	1316669-3800326; 1316669-3800642; 1316669-3800642; 1316669-3800642
719	02/17/2022	Claims	3	35047	Safetyshirtz	4,542.46	City of Stanwood; City of Stanwood; City of Stanwood
720	02/17/2022	Claims	3	35048	Skagit Farmers Supply	1,881.94	135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052
721	02/17/2022	Claims	3	35049	Sno Co Auditor's Office	8,075.97	City of Stanwood
722	02/17/2022	Claims	3	35050	Sno Co Dept Of Emergency Management	2,734.00	DEMSTNWD

CHECK REGISTER

City Of Stanwood

Time: 11:28:40 Date: 03/03/2022

02/17/2022 To: 03/03/2022

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
723	02/17/2022	Claims	3	35051	Sno Co Planning & Development Svcs	1,623.00	PDS00006
724	02/17/2022	Claims	3	35052	Everett Daily Herald/ Sound Publishing	1,244.08	14104597; 14104597; 51439981
725	02/17/2022	Claims	3	35053	Stanwood Auto Parts	145.69	56100; 56100
726	02/17/2022	Claims	3	35054	TMG Services Inc	533.39	1920010
727	02/17/2022	Claims	3	35055	US Bank Na Custody/ Treas Div- Money Ctr	34.00	City of Stanwood 777221717
728	02/17/2022	Claims	3	35056	USA Bluebook	968.04	478228; 478228; 478228
729	02/17/2022	Claims	3	35057	Wave Broadband	129.22	3201-0316547-01
730	02/17/2022	Claims	3	35058	Weed, Graafstra & Associates, Inc., P.S	6,704.50	City of Stanwood
731	02/17/2022	Claims	3	35059	West Coast Code Consultants,	447.97	City of Stanwood
732	02/17/2022	Claims	3	35060	Ziply Fiber	77.91	360-939-0579-080320-5
001 General Fund						104,921.02	
101 Street Fund						4,291.92	
103 Street Construction Fund						21,505.53	
115 Tourism And Promotion DSC						1,385.70	
401 Sewer Fund						8,154.60	
403 Sewer Construction Fund						145,418.50	
410 Drainage Fund						4,424.35	
421 Water Fund						12,564.62	
422 Water Construction Fund						11,674.48	
							Claims: 272,490.72
						314,340.72	Payroll: 41,850.00

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

() Finance Director (☒ Auditing Officer Wendy Corder Donham Date: 3-3-22
 () Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b

DATE: March 10, 2022

SUBJECT: City Council February 24, 2022, Regular Meeting Minutes

CONTACT PERSON: Lisa Sokolik, City Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the February 24, 2022, Regular City Council Meeting are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE FEBRUARY 24, 2022, CITY COUNCIL REGULAR MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, February 24, 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: City Administrator Shawn Smith, Community Development Director Patricia Love, Finance Director David Hammond, Public Works Director Kevin Hushagen, Police Chief Becky Lewis, Fire Chief John Cermak, Finance Manager Wendy Dowhower, Senior Planner Carly Ruacho, Utilities Supervisor Leigh Danielson, Human Resource Manager Pat Adams, City Attorney Nikki Thompson, Assistant to the Administrator & Communications Manager Krista Hintz, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

Motion by Councilmember Robb, 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 – January 2022

Councilmember Shepro commented that the report was discussed at the Public Safety Committee meeting on February 24, 2022, at 5:00 p.m. The report has more detail than needed. Chief Lewis will look at the report to see how to simplify.

b. Finance Department 2021 Fourth Quarter Report

c. Transportation Benefit District 2021 Annual Report

Councilmember Robb commented that the Committee Reviews section should be amended. This item was on the February 24, 2022, 6:00 p.m. Finance Committee meeting agenda but was not discussed due to time restraints.

6. Committee Reports

- a. Planning Commission Meeting Minutes – January 10, 2022
- b. Public Works Committee Minutes – February 7, 2022

7. Consent Agenda

- a. Approve Payroll Checks and Vouchers
- b. Approve February 10, 2022, City Council Regular Meeting Minutes
- c. Approve February 10, 2022, City Council Special Workshop Meeting Minutes
- d. Utility Account Adjustment
- e. Salary Commission Reappointment – Nicole Gilligan

Motion by Councilmember Metz, second by Councilmember Pearce to approve the consent agenda items A through E. Motion carried unanimously.

8. Old Business

9. Public Hearing

10. New Business

- a. Interlocal Participation Agreement-National Purchasing Cooperative

Motion by Councilmember Robb, second by Councilmember Shepro to authorize the Mayor to sign an Interlocal Participation agreement with the National Purchasing Cooperative.

Roll call of votes was taken:

<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>
<i>Councilmember Metz</i>	<i>– Yes</i>
<i>Councilmember Robb</i>	<i>– Yes</i>

Motion carried unanimously.

- b. Authorize Mayor to sign Budgeting Software Services contract with ClearGov, Inc.

Finance Director Hammond discussed the benefits of the software suite which will provide budgeting, planning, capital and operational planning, forecasting, budget vs, actual financial information, and improve the detail and professionalism of financial information provided on the city website.

Motion by Councilmember Metz, second by Councilmember Robb to authorize the Mayor to sign a budgeting forecasting and financial transparency software-as-a-service subscription with ClearGov, Inc.

Roll call of votes was taken:

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

Motion carried unanimously.

- c. Authorize the Mayor to Sign Task Order 2021-16.2 with Confluence Environmental to Complete Design of the Stanwood-Port Susan Trail

Senior Planner Ruacho discussed the design phases of the Stanwood Port Susan Trail. This contract addresses design phase II which is currently at 30%; the contract with Confluence would get the design to 60% and then to 100%. This is a large design contract as there are several complicated elements; retainage issues, slope differences, a pedestrian bridge, and an elevated boardwalk. These elements will require expertise by different firms. Confluence will be the lead consultant, but they will have four sub-consultants who will look at the civil design, geotechnical work, mitigation, landscape architect, and permitting. This contract will get us to 60% design which will allow staff to start applying for permits, and then to 100% so a bid can be issued for construction.

Councilmember Pearce commented that he is very excited to be moving forward with this project. What he hears from citizens is that they like to get out and walk so trails are important. We have seen great success with the different trails already established. He thanked Ruacho for her hard work on this project.

Councilmember Schmitt thanked Ruacho for her hard work and dedication to this project. Schmitt asked Ruacho if this phase will be the most technically challenging and expensive of the 5 phases? Ruacho responded that there will be more obstacles in the future when making the whole trail loop. Where the city does not have full authority over

where we want the trail, partnerships will need to be made to complete the full loop, staff will continue to work on those partnerships. Schmitt asked about the Legal Testimony \$400/hr, 4hr minimum charge (page 101 of council packet). Ruacho answered that this line item is not in our scope of work, it is an option, and they are disclosing that they have this service.

Councilmember Shepro is excited for this project. He asked what happens if there are difficulties obtaining SEPA or Shoreline Approvals. Ruacho responded that that is a risk for any project. The permitting stage cannot start without a descent level of design. For this project and this phase, most of the permits needed are issued by the City. For any other permits, the consultant is working closely with those agencies to make sure our design meets those requirements. Also, someone can appeal, so the city would go through that process, but to date, staff has not heard any objects.

Councilmember Shepro asked if worst case scenario were to happen, would the city be financially responsible for just the completed tasks or also for uncompleted tasks? Community Development Director Love responded that we would only be obligated for the work completed, per the termination clause in the contract. Shepro asked about the location of the trail in Phase 4. Love responded that the actual trail will be dependent on who our partners are. The map is showing a general idea of where we want the trail to go.

Motion by Councilmember Shepro, second by Councilmember Pearce to authorize the Mayor to sign a Task Order with Confluence Environmental under their existing on-call contract for final (100 percent) design of the Stanwood Port Susan Trail Phase 2 in the amount of \$379,663.90.

Roll call of votes was taken:

<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>
<i>Councilmember Metz</i>	<i>– Yes</i>
<i>Councilmember Robb</i>	<i>– Yes</i>

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 said early in the week he walked with Chief Lewis and City Administrator Smith and on Friday he walked with Councilmembers Shepro and Schmitt. He would love to walk with other councilmembers. In May he will officially start the Walk with the Mayor.

Mayor Roberts has asked the City Attorney to look at the Rules and Procedures, Rule 11 Council Meeting Agenda. There has been some confusion on how councilmembers can bring forward and add an item to the agenda.

The Mayor and his wife, Susan will be celebrating their 39th wedding anniversary next week. Susan is a local Stanwood girl, and they were married in the Stanwood United Methodist Church. He said the secret to a happy marriage is to marry way over your head.

The Mayor will be appointing long-time Stanwood resident Nick Hanson to the Salary Commission. He attended the Parks and Trail Advisory Committee meeting and enjoyed listening to their discussion. It looks like the Governor's indoor mask mandate will be lifted in March; he is looking forward to returning to in-person meetings. Meeting locations are still being considered; the school district has been contacted but they have not decided.

b. City Administrator Report

City Administrator Smith said Public Works just opened two bids this week. The Church Creek Sewer project received 8 bids; low bid was \$939,000, high bid was \$1.19 million, and the engineer estimate was \$821,000. The more impressive bid opening was the Overlay project on 72nd and 68th, this was the City's first internal design project ever, done by Alan Lytton, Engineering Technician Extraordinaire. The city received ten bids; engineering estimate was \$382,000, low bid was \$318,000, and the high bid was \$468,000, real good numbers and a great job by Alan.

Smith gave an update on the water shut off issue. The Governor lifted the moratorium on late fees and shut-off last month and for the 1st round of shut offs almost everyone paid, so there were very few customers who had their water shut off. This week was the 2nd round with 181 door hanger notices, quite a few customers paid bringing the total down to less than 30 unpaid. Today was the scheduled shut off day but it has been delayed until Monday due to the snow and freezing weather. Smith gave a big shout out to everyone in Finance Marcy, Amy, Wendy, and David, and Lisa helped out too. Also, we received ten record requests in two days this week which takes a lot of staff time.

c. Councilmember Reports/Questions

Councilmember Schmitt congratulated the city on the enormous success of Glass Quest. This event has great community enthusiasm, and he thanked the city for its participation. He was delighted to see Stanley the Elf make a cameo appearance again. One of the

objectives from the last meeting was to increase citizen engagement and communication and he can't think of better media hook than Stanley the Elf. He issued a challenge to set a quota of one time per week showing Stanley the Elf around town, in the Mayor's office, driving the city's backhoe or sitting on a water valve.

Councilmember Bergman wished the Mayor happy anniversary. She brought her granddaughter to City Hall this week for a visit. She suggested that it would be nice to have a treasure box of city stickers, pencils, and other city items for little kids when they come to visit. She is looking forward to seeing the parks and trail project moving forward.

Councilmember Shepro started reading a book on municipal finances which led him to ask Finance Director Hammond where we stood debt-wise. Hammond's response, read by Shepro, said the city currently has no general obligation debt or debt approved by excess property tax levies. We have utility debt backed by utility revenues, so by other city standards, Stanwood is pretty much debt free. This is awesome news.

Councilmember Pearce said there was a lot of great stuff tonight. He said to Smith that it's great we have a fully designed project by our own staff, but he wants to argue the point, he is certain that 100 years ago several Norwegians stood out in the street and said, 'this is where it's going', so probably not the 1st fully city planned project, but modern day. Pearce thanked city staff for all their hard work.

Councilmember Robb wished the Mayor happy anniversary. He said he also married out of his league, and he heard the secret to a happy marriage was square footage and two TIVO's.

Councilmember Metz is very excited for the Stanwood-Port Susan Trail moving forward and for the new budgeting software.

Councilmember Gaumond wished the Mayor and Susan happy 39th anniversary. She is looking forward to in-person meetings.

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 8:03 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a

DATE: March 10, 2022

SUBJECT: Impact Fee Code Amendment and Park Impact Fee Update

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Impact Fee Code Amendment, Ordinance 1503
B – Park Impact Fee Methodology
C – History of Stanwood Impact Fees
D – Comparison to Other Park Impact Fees
E – Public Comments

PURPOSE

The purpose of this agenda item is for Council is to review and hold a public hearing on the proposed amendments to the City's impact mitigation fee regulations and the proposed 2022 park impact fee.

BACKGROUND

One of the City's 2019 / 2020 work items was to review and update the city's park impact fees. The Planning Commission spent much of 2019 reviewing the current park impact fee code and deliberating on how best to update the code and fee structure while balancing the cost of new park construction against the impact on homeownership.

In early 2020, the Commission had completed their review of the code amendment and associated park impact fee methodology. A public hearing was scheduled for March 9, 2020. This hearing was canceled due to the state shut down related to the first wave of Covid-19 hitting the state of Washington and the park impact fee code amendment was put on hold.

This past October, the Planning Commission began reworking the draft code amendment and park impact fee to be consistent with the 2022-2027 Capital Improvement Plan. The proposal includes two amendments:

1. Traffic, park, fire and school impact fees have been separated so that they are listed in their own independent chapters of the Municipal Code; and
2. The park impact fee has been updated to reflect costs associated with the acquisition and development projects listed on the 2022-2027 Park Capital Improvement Plan.

ORDINANCE SUMMARY

The Growth Management Act requires regular updates to impact fee programs so that fees accurately reflect projects listed in adopted Capital Improvement Plans. Regular updates to impact fees are essential for the following reasons:

- Projects listed on the CIP change every few years because they are either completed or policy direction removed projects from the 6-year CIP list
- Construction and acquisition costs change over time
- Community desires change over time
- Project lists are updated based on Park Plan updates

State law also requires that impact fees must only account for a portion of the cost of public facilities and that the fee is “reasonably related” to new development. Cities are required to provide a balance between impact fees and other funding sources.

In addition to updating the park impact fee to be consistent with the 2022-2027 CIP, the City Attorney suggested that the city adopt separate and independent chapters of the Municipal Code for each of the adopted impact fees collected by the city. Below is a summary of the proposed code changes.

- Traffic: Revised SMC Chapter 17.151; removes references to park and fire impact fees; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
- Parks: New SMC Chapter 17.152; adopts a new chapter of the municipal code specific code park impact fees; removes specific construction cost and person per household hold figures from the formula; amends the time period to expend fees from 6 years to 10 years in accordance with state law, and adds a description on how to apply the growth factor to the construction / acquisition costs.
- Schools: Existing SMC Chapter 17.153; this chapter remains unchanged.
- Fire: New SMC Chapter 17.154; deletes all reference to the fee and formula and provides that if the fire authority requests an impact fee in the future that the formula be developed and an amendment to the code be adopted. This change reflects the vote by city residents to annex into the North County Regional Fire Authority.
- Park Impact Fee: The Park Impact Fee has been updated by applying the park impact fee formula to the 2022-2027 Park Capital Improvement Project list, updating the “persons per household” figure as provided by the Washington State Office of Financial Management, and applying the 35% expected growth factor as identified in the Comprehensive Plan.
- Low-Income Housing Incentive: In response to comments submitted by the Master Builders Association of King and Snohomish Counties, the Planning Commission, at their public hearing on February 14, 2022, recommended that the city include a

low-income housing fee reduction as allowed by state law. This incentive provides for an 85% reduction in the impact fee if developers provide low-income housing as defined by the state. Staff has included this fee reduction to both the park and traffic impact fee code sections. The Commission also recommended that the city allow for deferral of impact fees as allowed by state law. A deferral provision consistent with state law already exists in city code therefore no changes were needed to implement this portion of their recommendation.

PARK IMPACT FEE UPDATE AND METHODOLOGY:

The process of updating the Park Impact Fee includes applying the most recent Park Capital Improvement Project list with updated construction cost estimates, applying the most recently available city demographic information, and considering the appropriate proportional cost share based on local growth rates. The Level of Service (LOS) ratio remains the same as listed in the adopted in the Parks, Recreation and Open Space Plan.

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

Park Impact Fee Formula*:

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

- 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 per Dwelling Unit
- A = Adjustment Rate of 40% (Applies a 0.60 adjustment factor to the formula)

* Note: In 2017, the City Council evaluated three alternative scenarios using current cost data and applying the above listed formula. After review, the Council adopted an impact fee at half the rate of the adopted formula.

** Note: The Level of Service (LOS) of 5 acres comes from the Adopted Parks, Recreation and Open Space Plan. LOS is defined as the amount of parks needed to meet city demand. It is typically a measurement of acres or trail miles / 1,000 residents.

The 2022 Park Impact Fee was developed by applying the following methodology. Attached to this report is the Park Impact Fee Methodology Report that details the fee calculation.

1. Apply the 2022-2027 Parks CIP total cost estimate to the formula and subtract non-eligible projects and grant funding.
2. Multiplied the total cost of construction and acquisition by the city's growth factor of 35 percent creating a nexus between existing residents and future residential growth.
3. Updated the persons per household factor with the Office of Finance Managements most recent numbers for Stanwood. This created four (4) residential categories versus the existing two (2) categories. Fees will now be applied as follows:
Single Family Residential Units,
Duplexes, 3 / 4 Unit
Townhouses and 5+ Multifamily
Complexes.

Difference between Cost of Construction Factor and the Adjustment Rate

Cost of Construction: Impact fees are one-time payments used to construct system improvements needed to accommodate new development. An impact fee represents new growth's fair share of capital facility costs. The overall construction cost is multiplied by the amount of expected growth so that new growth only pays their fair share.

Adjustment Rate: State law states that cities may not charge the full rate of the impact fee to new homeowners as they will also be paying other city taxes. Cities must include an "Adjustment Factor" that reflects the contribution of other sources of public funds to park development, as the financing system cannot rely solely on impact fees. Other such fees and taxes could include user fees, property tax, debt payment, sales tax or other taxes. (RCW 82.02.060(1)(b))

4. Multiplied the resulting figure by the City's adopted Parks Level of Service (5 acres / 1000 population) standard.
5. Multiplied the resulting impact fee by the 60% adjustment factor to reflect the balance between impact fees and other public funds used to pay for park acquisition and development.

This results in a fee that provides a clear nexus between future growth and need; and it does not need to be divided in half as was done in 2017 to meet the “reasonableness” test. It also maintains the integrity of the formula.

	Park Impact Fee	C Development / Acquisition Cost (2022-2027 Parks CIP)	S Level of Service (2018 PROS Plan)	U Persons Per Household (2021 OFM Estimate)	A Adopted Adjust- ment Rate	P People (Divide total Number by 1,000)
SFR	\$1,936	\$218,733	5	2.95	0.6	1000
Duplex	\$1,148	\$218,733	5	1.75	0.6	1000
3 & 4 Unit Townhouse	\$1,575	\$218,733	5	2.4	0.6	1000
5+ MF	\$1,293	\$218,733	5	1.97	0.6	1000

Here is how the proposed new fee compares to the existing fee:

Unit Type	Existing Fee	Current Park CIP & Updated PPH Applies City Code Formula		
		Fee	Difference	% Difference
Single Family Residential	\$1,330.00	\$1,936.00	\$606.00	46%
Duplex	\$1,042.00	\$1,148.00	\$106.00	10%
3/4 Units	\$1,042.00	\$1,575.00	\$533.00	51%
5+ Multifamily Residential	\$1,042.00	\$1,293.00	\$251.00	24%

CONSISTENCY WITH COMPREHENSIVE PLAN:

The 2015-2023 Comprehensive Plan include goals and policies for implementing the 6-year Capital Improvement Plan (CIP). The CIP includes a list of projects, with their financing structure, for road, utility, park projects. Financing of projects includes a combination of public tax dollars, grants, and use of impact fees.

The Capital Facilities Element of the Comprehensive Plan includes the following goals and policies regarding the financing of projects and use of impact fees:

- Capital Facilities Goal – 7:** To ensure that new growth and development pay for a proportionate share of the cost of new facilities needed to serve such growth and development.
- Capital Facilities Goal – 8:** To consider a range of financial resources, including grants and REET funds, to pay for capital facility improvements. Augment local funding with outside sources whenever possible for the most efficient use of revenues.
- Capital Facilities Policy 8.1:** Develop and adopt new impact fees or refine existing impact fees in accordance with the Growth Management Act as part of the financing for public facilities. Such financing shall provide for a balance between impact fees and other sources of public funds and shall not solely rely on impact fees. Public facilities for which impact fees may be collected shall include public streets and roads, public-owned parks, open space, and recreation facilities, school facilities, and fire protection facilities.

Comprehensive Plan Parks, Recreation and Open Space Element:

The Stanwood Parks, Recreation and Open Space (PROS) was adopted in 2018. This plan provides the vision for developing and financing the city's park system. Equitable application of park impact fees is an essential component of acquiring and developing parks in the city.

The proposed Park Impact Fee Ordinance is consistent with the following PROS goals and policies:

- Goal PROS 8 Finance:** Secure equitable and sustainable funding for implementation.
- Objective PROS 8.1:** Create effective and efficient methods of acquiring, developing, operating and maintaining facilities.
- Objective PROS 8.2:** Equitably distribute costs and benefits to public and private users, and match user benefits with interests and need.
- Policy PROS 8.2.2:** Develop a methodology for determining park impact fees that considers the potential impacts on park facilities caused by a development project, and results in an equitable mitigation assessment that is in accordance with local park and recreation standards.
- Policy PROS 8.2.3:** Assess impact fees only for growth-related deficiencies, not existing deficiencies.

Fiscal Impact			
Adoption of the ordinance changes will allow the city to regularly update the park impact fee without having to make changes to the municipal code. This will allow for timely fee updates with the city's budget cycle.			
Adoption of the increased fee will have a positive effect on the park impact fee fund. It keeps the fee consistent with current capital projects and construction costs. The 2022 budget planned for the construction of 60 new residential units. If all of those units are constructed as single-family residential homes, the park impact fee fund would see an increase of \$36,360 in 2022 (60 SFR's X \$606). Any combination of other housing types – duplexes, townhomes or multifamily units – would result in a slightly lower fund increase.			
Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Planning staff and the Planning Commission spent nearly a year on the proposed amendment in 2019; they discussed the amendment for seven months prior to the scheduled public hearing which was cancelled due to Covid-19. Their review centered on how to apply the formula without cutting it in half to achieve a “reasonable” fee. They also felt that the fee formula did not reflect the state mandated nexus between what new growth should pay and the deficiency in park facilities that should be paid by existing residents. They also requested that the fee calculation be more transparent to the public.

To address the Planning Commission's concerns regarding the nexus between parks needed for new growth versus the needs of the existing population, staff reconsidered how the “C” (Construction Cost) factor in the formula is calculated.

To address the nexus issue, a multiplier has been applied to the construction cost formula that reflects the expected percent of projected growth. The theory is new growth should only pay their fair share, as a percentage, of construction costs. As a result, the “C” factor in the formula looks like:

Construction Cost Estimate

$$C = \left[\frac{\text{Acquisition + Development Cost} - \text{Non-Eligible Costs}}{\text{Acres of Park Land}} \right] \times \% \text{ of New Population Growth}$$

This is similar to the methodology applied to the traffic impact fee: each project on the CIP has a multiplier based on the percent expected for new growth that would use the new facility.

Per the Comprehensive Plan, the City & UGA area are expected to grow from 7,187 people to 11,085. This is a difference of 3,898 people or 35% of the 2035 expected population. Applying the concept that the fee should reflect the cost to new growth only, the estimated future acquisition and development costs are multiplied by 35% to get the cost attributed to new growth.

Once this growth factor was applied to the construction cost or “C” factor in the formula, the resulting impact became much more reasonable, and the fee did not need to be arbitrarily cut in half. There is now a clear nexus between the impact fee and expected new growth. As for transparency, a Park Impact Fee Methodology report was prepared that provides a step-by-step approach to the fee calculation. The intent is that this report is added as an exhibit at the end of the fee resolution.

With these changes the 2019 Planning Commission members were supportive of the proposed amendments. The Master Builders Association of King and Snohomish County were involved throughout the code and fee update process. While they supported the methodology behind the fee formula, they remained concerned about how a fee increase could affect the housing and building industry.

In 2021 Staff and the new members of the Planning Commission revisited this methodology and after applying the 2022-2027 Park CIP projects found the resulting fee to be a reasonable increase. Staff recommends approval of the attached ordinance and fee resolution.

Planning Commission:

The Planning Commission spent three months reviewing the proposed amendments to the municipal code and the proposed 2022 Park Impact Fee. They are supportive of the methodology and the fee rate.

The Commission considered the Master Builders Association’s letter submitted on February 14, 2022 as part of their deliberations. In summary, their letter requested that a more reasonable fee be adopted due to the current housing crises and its effects on affordable homeownership. Their letter is attached as an exhibit to this staff report. The Commission responded as follows:

- Average sales prices of homes are in the \$500,000 range; an increase of \$606 on a single-family home would not affect affordable housing and once incorporated into a mortgage may result in a \$10 / month increase.
- Funding of parks is a top priority for the city and fees should reflect current costs.
- New parks are a benefit to incoming city residents.

- Developers / new growth should pay their fair share of new park development costs.
- There remains a high demand for housing in Stanwood. An increase in the park impact fee will unlikely affect that demand and push growth elsewhere.
- They support adding the low-income credit and fee deferral program to reduce impacts on housing. It was motioned, seconded and approved unanimously to recommend that those provisions be added to the ordinance.

After a thorough review of the amendments, the Planning Commission held a virtual public hearing on the Ordinance on February 14, 2022. After considering staff comments and taking public comment, the Planning Commission unanimously recommended approval of the proposed amendments, park impact fee and the associated Findings of Fact and Conclusions.

Committee/Board Recommendation:

This item was brought to the Community Development Committee on February 27, 2020. They felt that the methodology was reasonable, directly related to the Capital Improvement Plan and supported the concept of breaking the fee into the four residential categories. The topic was reviewed again by the Committee on November 18, 2021, where they supported the update to the fee and Municipal Code.

CITY COUNCIL OPTIONS

1. Accept the first reading of Ordinance 1503 amending Title 17 relating to impact fee regulations and updating the 2022 park impact fee and proceed with the second and final reading on March 24, 2022.
2. Request changes to Ordinance 1503 and direct staff to address specific Council issues or concerns prior to Council reconsideration.

PROPOSED MOTION

“I MOVE TO APPROVE FIRST READING OF ORDINANCE 1503 AS SET FORTH IN ATTACHMENT “A” AMENDING TITLE 17 ZONING RELATED TO CITY IMPACT FEES AND PROCEED WITH THE SECOND AND FINAL READING OF THE ORDINANCE ON MARCH 24, 2022.”

Or

“I MOVE TO AMEND ORDINANCE 1503 AS DISCUSSED AND HAVE STAFF BRING BACK CHANGES FOR THE SECOND AND FINAL READING ON MARCH 24, 2022.”

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1503

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE (SMC) CHAPTER 17.151, IMPACT FEES – PUBLIC FACILITIES TO DELETE PARK AND FIRE IMPACT FEE PROVISIONS AND BE RETITLED AS SMC 17.151 IMPACT FEES – TRANSPORTATION; ADOPTING NEW CHAPTER 17.152, IMPACT FEES – PARKS; ADOPTING NEW CHAPTER 17.154, IMPACT FEES – FIRE; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, impact fees are one-time charges assessed by a local government against new development projects to help pay for new or expanded public facilities that directly address the increased demand for services created by that development; and

WHEREAS, cities have the authority to adopt impact fees under Chapter 82.02 RCW; and

WHEREAS, currently the City's transportation, parks and fire impact fee provisions are combined into a single chapter in the Municipal Code; and

WHEREAS, for clarity, the City desires to create separate, independent chapters for transportation, parks and fire mitigation fees in the Stanwood Municipal Code; and

WHEREAS, in addition, the Stanwood City Council has directed that impact fees should be reviewed annually or biennially to reflect the most current capital improvement plan (CIP) and those costs associated with the acquisition and development of projects listed on the CIP; and

WHEREAS, the city desires to update the park impact fee consistent with the 2022-2027 Capital Improvement Plan; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code and issued a Determination of Non-Significance on February 18, 2020; and

WHEREAS, the Stanwood Planning Commission held a public hearing on the draft ordinance on February 14, 2022 and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council Community Development Committee reviewed the proposed language and amendments set forth in this Ordinance at their February 27, 2020 and November 18, 2021 meetings; and

WHEREAS, the City Council held their first reading of the draft code amendment on March 10, 2022 and their second and final reading on March 24, 2022 and accepted public comment; and

WHEREAS, pursuant to RCW 36.70A.106, the City has notified the Washington State Department of Commerce of the City's intent to adopt the proposed amendments to the Stanwood Municipal Code regarding impact mitigation fees, and

WHEREAS, the City Council of Stanwood has authority under Title 35A, RCW to adopt plans and regulations related to development and operations within the City of Stanwood; and

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

Section 1. Transportation Impact Fees. Stanwood Municipal Code, Chapter 17.151, Impact Fees – Public Facilities is hereby amended to delete park and fire impact fee provisions and be retitled as SMC 17.151 Impact Fees – Transportation which specifically addresses the application and processing of traffic mitigation impact fees as provided in Exhibit “A” attached to this ordinance and incorporated herein by reference as if set forth in full.

Section 2. Adoption of New Chapter 17.152, Park Impact Fees. New Stanwood Municipal Code, Chapter 17.152, Impact Fees - Park and Recreation, is hereby adopted to read as set forth in Attachment B, incorporated by reference as though fully set forth herein.

Section 3. Adoption of New Chapter 17.154, Fire Impact Fees. New Stanwood Municipal Code, Chapter 17.154, Impact Fees - Fire, is hereby adopted to read as set forth in Attachment C, incorporated by reference as though fully set forth herein.

Section 4. Findings of Fact and Conclusions. In support of the code provisions provided in this Ordinance the Stanwood City Council adopts the Findings of Fact and Conclusions attached hereto as Exhibit “D” and incorporated herein by reference and the analysis contained in the Staff Report on the amendments.

Section 5. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 6. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

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

PASSED AND APPROVED by the Stanwood City Council this 24th day of March 2022.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____
Effective Date: _____

Exhibit A: Transportation Impact Fee

Chapter 17.151
IMPACT FEES – ~~PUBLIC FACILITIES~~ TRANSPORTATION

Sections:

- 17.151.010 Authority and Purpose**
- 17.151.020 Findings**
- 17.151.030 Definitions**
- 17.151.040 Imposition of Impact Fees**
- 17.151.050 Establishment of Service Areas**
- 17.151.055 Imposition of Transportation Impact Fees**
- 17.151.060 Calculation of Transportation Impact Fee**
- ~~17.151.070 Park and Recreation Impact Fee Component~~**
- ~~17.151.080 Fire Facility Impact Fee Component Formula~~**
- 17.151.090 Calculation of Impact Fee**
- 17.151.100 Collection of Impact Fee**
- 17.151.110 Impact Fee Credits**
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- 17.151.120 Appeals**
- 17.151.130 Accounting**
- 17.151.140 Expenditure**
- 17.151.150 Refunds**
- 17.151.160 Impact Fee as Additional and Supplemental Requirement**

17.151.010 Authority and Purpose

The ordinance codified in this chapter is enacted pursuant to this provisions of Chapter 82.02 RCW, and is intended to accomplish the following purposes:

1. To ensure that adequate facilities are available to serve new growth and development;
2. To promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new transportation facilities need to serve growth; and
3. To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact.

17.151.020 Findings

The city council finds and declares that:

1. New residential and nonresidential development causes increased demands on public roads, streets and other transportation facilities, ~~including streets, roads, parks, open space, recreational facilities, fire facilities and schools;~~
2. Projections indicate that new development will continue and that it will place ever-increasing demands on the city to provide necessary public transportation facilities;
3. To the extent that new development places demands on the public facility infrastructure, those demands should be partially financed by shifting a proportionate share of the cost of such new facilities from the public at large to the developments actually creating the demand; and
4. The imposition of impact fees upon residential and nonresidential development in order to finance specified public facilities, the demand for which is created by such development, is in the best interest of the general welfare of the city and its residents, is equitable, does not impose an unfair burden on such development by forcing developers and builders to pay more than their fair or proportionate share of the cost and is reasonably necessary to provide the necessary public facility infrastructure to serve new development as planned for in the city Comprehensive Plan and the city capital facilities plan.

17.151.030 Definitions

As used in this chapter:

1. “Building permit” means the permit required for new construction and additions pursuant to SMC Title [14](#). The term “building permit” as used herein shall not be deemed to include permits required for the remodeling, rehabilitation, or other improvement to an existing structure, or rebuilding a damaged or destroyed structure; provided there is no increase in the applicable unit of measure for nonresidential construction or the number of dwelling units for residential construction.
2. “Capital facilities plan” means the capital facilities element of the Stanwood Comprehensive Plan. Any reference to the capital facilities plan shall include the city of Stanwood six-year capital improvement program adopted as an amendment to the Comprehensive Plan by the city council.
3. “Development activity” means any construction or expansion of a building, structure or use, any change in the use of a building or structure, or any changes in the use of land, that creates additional demand and need for public facilities, except for the reconstruction or renovation of an existing single-family residential structure on an existing lot.
4. “Impact fee” means the payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities and that is

used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit application or plant investment fee. The impact fee imposed shall consist of a traffic impact fee component, a park and open space impact fee component, a fire facility impact fee component, and a school impact fee component.

5. "Owner" means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.
6. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and that are not system improvements. No improvement or facility included in a capital facilities plan approved by the city council shall be considered a project improvement.
7. "Public facilities" means the following capital facilities owned or operated by governmental entities:
 - a. Public streets, roads and appurtenances;
 - b. Publicly owned parks, open space and recreational facilities;
 - c. School facilities; and
 - d. Fire protection facilities of the city.
8. "Service area" means a geographical area defined by the city in which a defined set of public facilities provides service to development within the area.
9. "System improvements" means public facilities that are included in the capital improvement program of the capital facilities element in the city's comprehensive plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

17.151.040 Imposition of Impact Fees

There is imposed upon all new development activity within the city an a traffic impact fee which shall be calculated by adding the impact fee components as according to the traffic mitigation fee formula contained herein. ~~after provided for that are applicable to each such new development activity.~~

17.151.050 Establishment of Service Areas

The city hereby establishes as the service area for development traffic impact fees all areas in which development may occur that would impact the city's transportation system, including all property located within the corporate limits of the city as now existing or may be amended by annexation or any surrounding properties within the city's urban growth area that would normally use city transportation facilities.

17.151.055 Imposition of Transportation Impact Fees

1. All development projects within the city shall be assessed a transportation impact fee based on average daily trips as computed in accordance with the most current edition of the Institute of Transportation Engineers' Trip Generation Manual as applied to the city's transportation element of the adopted comprehensive plan.

It is hereby declared that such impact fees shall:

- a) Only be imposed for system improvements that are reasonably related to new development; and
 - b) Not exceed a proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, reasonably related to new development; and
 - c) Be used for system improvements that will reasonably benefit new development; and
 - d) Not be imposed to make up for deficiencies in any previously constructed system improvements. Such impact fee is based upon the formula for calculating the proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, necessitated by new development to be borne by impact fees, which formulas are described in SMC 17.151.060, Calculation of transportation impact fee.
2. A transportation impact fee and schedule, setting forth the amount of the transportation impact fees to be paid by new development, shall be adopted by resolution of the city council.
 3. For redevelopment of a site, a credit shall be given for trips generated by the previous use on the site.
 4. A credit, not to exceed the impact fee otherwise payable, shall be provided for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the capital facilities plan and on the six-year capital improvement program and that are required by the city as a condition of approving the development activity. The determination of "value" shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs.
 5. The city administrator or designee may adjust the amount of the impact fee otherwise imposed hereby with respect to specific projects requiring a building permit upon determining that:
 - a) Unusual circumstances require such adjustment to ensure that such impact fees are imposed fairly consistent with the impact of the building and proportionality; and
 - b) Studies and data submitted by the owner regarding the impacts of such owner's proposed development activity require such adjustment. Impact fees shall not be adjusted unless such studies and data support a finding that the impact fees

otherwise imposed hereby allocate to the specific project in question a share of the cost of the systems improvements that is greater than or substantially less than such project's allocable proportionate share of such costs.

6. Commercial Development Incentive. Commercial uses as defined in SMC 17.20.040, "C" definitions, shall be eligible for a 10 percent reduction in the transportation impact fee.
7. Reuse of Existing Structures Incentive. The community development department shall not impose the transportation impact fee on commercial projects in the MB-I and MB-II zones that meet the criteria set forth below; provided, that this waiver shall not apply to new buildings or to new projects that include demolition of the existing building and shall not affect the imposition and collection of any other applicable city impact fees, hook-up fees, or application fees.
 - a) The project utilizes an existing building constructed prior to 1980 according to the Snohomish County assessor's database, and requires building permits for remodel, expansion, and/or improvement;
 - b) The original structure must be intact before and after the improvements;
 - c) The total building square footage of the project, following remodel, expansion or improvement, including any new additions and all buildings on the property, is less than 10,000 square feet;
 - d) The valuation of work on the building must exceed 25 percent of the assessed value of the building according to the Snohomish County assessor's database; and
 - e) The project must include improvement of any adjacent street frontage, including curb, gutter, sidewalks, and street trees to current code and/or standards, and must include a connecting walkway meeting ADA standards to the main entrance of the building. Any or a portion of these improvements may be waived or modified, if the community development director determines that existing conditions meet the current standards for these improvements.
8. Historic Single-Family Lot Incentive. Individual single-family zoned lots and parcels created prior to the effective date of Chapter 58.17 RCW on July 1, 1969, shall be eligible for a 35 percent reduction in the transportation impact fee on application for a building permit. This incentive is limited to development of one single-family residence per lot or parcel existing prior to July 1, 1969.
9. **Low-Income Housing Incentive. Traffic impact fees for low-income housing shall be eligible for an eighty percent reduction of the transportation impact fees subject to the following requirements:**
 - a) **To qualify for the low-income housing fee reduction allowed under this section the developer must record a covenant that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household**

income limits for the low-income housing, and that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fee in effect at the time of conversion; and

- b) The covenant must be recorded with the Snohomish County auditor or recording officer.
- c) For purposes of this section, "low-income housing" means housing with a monthly housing expense, that is no greater than thirty percent of eighty percent of the median family income adjusted for family size in Snohomish County as reported by the United States department of housing and urban development.

17.151.060 Calculation of Transportation Impact Fee

1. The impact fee shall be based on the growth related transportation projects contained in the adopted six-year capital improvement program as presented in the capital facilities element of the city's Comprehensive Plan.
2. The actual impact fee shall be calculated based on the total cost of growth related system improvements divided by the total number of projected trips generated by new development as anticipated in the adopted future land use map (FLUM) for an adopted six-year capital improvement program period.

$$\begin{array}{rcl} \text{Actual} & & \text{Total cost per six-year growth} \\ \text{Cost/Trip} & = & \text{related system improvements} \\ & & \hline & & \text{Total new trips} \\ & & \hline \end{array}$$

3. The actual impact fee shall be adjusted to provide a fee equal to 66.6 percent of the actual cost of the system improvements necessitated by new development as calculated in subsection (2) of this section.
4. The impact fee may include system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements and to the extent not already funded; provided, that such fees shall not be imposed to make up for any existing system deficiencies.
5. The city shall annually review the city's capital facilities plan and transportation projects included in the adopted six-year capital improvement program, and shall:
 - a) Identify each project in the comprehensive plan that is growth related and the proportion of each such project that is growth related;
 - b) Forecast the total monies available from taxes and other public sources for street improvements over the next six years;
 - c) Calculate the amount of impact fees already collected; and

- d) Identify those Comprehensive Plan projects that have been or are being built but whose performance capacity has not been fully utilized.
6. The following information shall be considered in updating the capital improvement program:
 - a) The projects in the Comprehensive Plan that are growth related and that should be funded with forecasted public monies and the impact fees already paid;
 - b) The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized; and
 - c) An update of the estimated costs of the projects listed.
7. After the city council amends the capital improvement program, it may by resolution establish a new impact fee.
8. Once a growth related project is placed on the capital improvement program, a fee shall be imposed on every development that impacts the project until the project is removed from the list by one of the following means:
 - a) The project may be administratively removed by the community development director from the impact fee calculation after it is constructed; or
 - b) The council by ordinance may remove the project from the capital improvement program, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the traffic impacts of development that have paid an impact fee; provided, that a refund shall not be necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same traffic impacts.

~~17.151.070 Park and Recreation Impact Fee Component~~

~~The impact fee component for parks and recreational facilities shall be calculated using the formula described below, however the resulting fee will be implemented at 50 percent:~~

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

- ~~1. "PIF" means the park and recreational facility component of the total development impact fee.~~
- ~~2. "C" means the average cost per acre for land appraisal and acquisition plus an average development cost of \$320,075 per acre for neighborhood and community parks. Such cost may be adjusted periodically, but not more often than once every year. Park development costs shall be based on actual, recent comparable construction.~~
- ~~3. "S" means the parks standard of 2.5 acres per 1,000 residents each for neighborhood parks and community parks (total of five acres) as established in the city comprehensive park and recreational plan.~~
- ~~4. "P" means 1,000 people.~~

5. ~~“U” means the average number of occupants per dwelling unit, or 2.77 occupants for a single-family/duplex dwelling unit, 2.17 occupants for any other multifamily dwelling unit.~~
6. ~~“A” means an adjustment of rate portion of anticipated tax revenues resulting from a development that is proratable to system improvements contained in the capital plan facilities. The adjustment for park impacts is determined to be 40 percent, so that “A” equals 60 percent.~~

~~17.151.080 — Fire Facility Impact Fee Component Formula~~

1. ~~Applicability. The provisions of this section shall be applicable to all property development within the city. “Property development” shall mean any application for a building permit for commercial or for a single-family dwelling, mobile home, duplex or multifamily dwelling; and any application for approval of a mobile home park, mobile home subdivision or residential planned unit development; and any application for approval of a short plat or long plat subdivision.~~
2. ~~Basis for Mitigation Assessment. All mitigation assessments shall be made on a per unit basis or square foot basis. “Unit” shall mean for residential development each dwelling unit, mobile home or lot as applicable and as defined in this title. Where the number of dwelling units or mobile homes is not precisely known at the time of the development, “unit” shall mean at least one dwelling unit or mobile home for each lot, to be increased when the number of dwelling units or mobile homes becomes known or fixed through application for a building permit or other applicable permit. Impact fee assessment shall not be imposed so as to have the effect of imposing more than the cost of one unit for any dwelling unit or mobile home. These requirements are not intended to have the effect of requiring new fire service facility assessments for units which have previously been subject to dedication or assessment individually or as part of a large project. “Unit” for nonresidential development shall mean each additional square foot added to an existing structure or each square foot of building in a new structure, such as commercial or industrial buildings.~~
3. ~~Impact Fee Assessment Formulas. The formulas used to calculate impact fee assessments for fire facilities are as found in “Exhibit A Section 4 — Impact Fees,” attached to the ordinance codified in this section. These formulas shall be reviewed and revised as determined by the city council to reflect changes in development and acquisition baseline costs. Impact fee assessments under this section shall be due and payable for subdivisions and short plats at final approval. All other additions, buildings and structures shall be due and payable at time of building permit.~~

- ~~4. Administration of Cash Payments to City. There is hereby created and established a special purpose nonoperating fire facilities impact fee, to which all impact fee assessments are paid. Fund administration shall be as follows:
 - ~~a) Separate Account. Any cash made shall be deposited in the fund and administered as a separate account for fire capital expenditures and the account balance shall be applied only to completion of improvements or acquisition projects specified in the fire facilities capital improvement plan as approved or amended by the city council.~~
 - ~~b) (b) Interest Earned. Interest and investment income earned by the fund shall be redeposited in the fund and allocated proportionally to each subaccount.~~
 - ~~c) (c) Time Limit for Expenditures. Any funds remaining for a development shall be refunded with interest to the property owner of record when the time periods for expenditure of those funds have passed, as provided in applicable state laws.~~~~
- ~~5. Appeals and Adjustments. Any person desiring to appeal from a decision made in the enforcement of the provisions of this section or any person seeking an adjustment to the dedication for impact fee assessments required by this section due to unusual circumstances in specific cases shall submit, in writing, a request for a hearing before the city council and determination of the matter appealed within 10 days after receiving written notice of the specific dedication or impact fee assessments required by this section. The city council shall consider such item at its next available meeting and shall issue such determination as it deems fair and equitable.~~
- ~~6. Violation of this section is a gross misdemeanor punishable by a fine of not more than \$1,000 and a jail term of not more than one year. Each day that such violation is allowed to continue shall be considered a separate and additional violation of this section.~~

17.151.090 Calculation of Impact Fee

- ~~1. The impact fee for nonresidential development shall be computed by applying the traffic impact fee component formula and the fire facility impact fee component formula and then totaling the results. The impact fee for each residential dwelling unit shall be computed by applying the traffic impact fee component formula, the park and open space impact fee component formula, the fire facility impact fee component formula and the school impact fee component formula, contained in Chapter [17.153](#) SMC, and then totaling the results.~~
1. If the development for which approval is sought contains a mix of residential and nonresidential uses, then the impact fee must be separately calculated for each type of use.

2. The city council shall have the authority to adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances peculiar to specific development activity to ensure that impact fees are imposed fairly.
3. Upon application by the developer of any particular development activity, the city council may consider studies and data submitted by the developer and if warranted, may adjust the amount of the impact fee. Such adjustment shall be deemed warranted if:
 - a) The public facility improvements would not reasonably benefit the proposed development;
 - b) The public facility improvements identified are not reasonably related to the proposed development;
 - c) The formula set forth for calculating the impact fee components does not accurately reflect the associated traffic, park and open space, fire facility or school impacts generated by the development.

17.151.100 Collection of Impact Fee

The impact fees imposed under this chapter, and under Chapter 17.153 SMC, may be paid at the time of preliminary plat approval for subdivisions and short subdivisions. When fees for subdivisions are not paid at preliminary plat approval they shall be due and payable prior to the issuance of a building permit. When paid the fee paid shall be the fee due as of the date of payment. ~~For single lots or parcels~~ All development, impact fees shall be paid prior to the issuance of a building permit or site plan approval.

17.151.110 Impact Fee Credits

The owner shall be entitled to a credit against the applicable traffic impact fee ~~component~~ for the value of any dedication of land for, improvements to, or new construction of any system improvements to facilities that are identified in the capital facilities plan and that are required by the city as conditions of approval for the development. ~~That portion of the open space network and related improvements used as a credit for required open space for a project is not eligible for this credit.~~ The amount of the credit shall be determined upon recording of a final plat for a subdivision, recording of a short plat, issuance of a building permit, or upon site plan approval, whichever shall first occur. The amount of the credit shall be indicated on any final plat recorded for a subdivision and on any recorded short plat. In the event the amount of any credit exceeds the amount of the impact fee due, the city shall not be required to reimburse the difference to the developer.

17.151.115 Impact Fee Deferral System

1. The city hereby establishes a deferral system by which an applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment to the time of final inspection.

2. The city will withhold certification of final inspection until the impact fees have been paid in full.
3. The term of an impact fee deferral under this section shall not exceed 18 months from the date of building permit issuance. If impact fees are not paid by the end of the 18 months, then city shall withhold future inspection until such time impact fees are paid in full.
4. The community development department shall allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment or prior to final inspection for deferment under subsection (1) of this section, the applicant:
 - a. Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees; and
 - b. With regard to deferred payment under subsection (1) of this section, records a lien for impact fees against the property in favor of the city in the total amount of all deferred impact fees for the development. The lien for impact fees shall:
 - i. Be in a form approved by the city attorney;
 - ii. Include the legal description, tax account number and address of the property;
 - iii. Be signed by all owners of the property, with all signatures as required for a deed, and recorded in the county in which the property is located;
 - iv. Be binding on all successors in title after the recordation; and
 - v. Be junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
5. In the event that the impact fees are not paid in accordance with subsection (1) of this section, the city shall institute foreclosure proceedings under the process set forth in Chapter [61.12](#) RCW, except as revised herein. In addition to any unpaid impact fees, the city shall be entitled to interest on the unpaid impact fees at the rate provided for in RCW [19.52.020](#) and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing, prior to commencement of foreclosure, the city shall give not less than 30 days' written notice to the person or entity whose name appears on the assessment rolls of the county assessor as owner of the property and to the site address via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If the impact fees are paid in full to the city within the 30-day notice period, no attorney fees, costs and interest will be owed.
6. In the event that the deferred impact fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (5) of this

section, the city may initiate any other action(s) legally available to collect such impact fees.

7. Upon receipt of final payment of all deferred impact fees for the development, the department shall execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, will be responsible for recording each lien release.
8. Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.

17.151.120 Appeals

Any person aggrieved by the amount of the impact fee calculated and imposed upon a particular development activity may appeal such determination to the hearing examiner by filing written notice of appeal with the ~~planning director~~ **Community Development Director** within 20 days of the issuance of the determination of the impact fee consistent with SMC [17.151.055](#). Pending completion of the appeal process as set forth herein, no building permits shall be issued for any development activity for which the impact fees about which appeal is being sought were imposed. Such appeal to the hearing examiner shall be conducted in accord with Chapters [17.80-81B](#) and [17.87](#) SMC **17.80, Permit Review Procedures SMC**.

17.151.130 Accounting

All impact fees collected shall be deposited in the Growth Management Act capital projects fund. The clerk-treasurer shall establish a separate designated reserve accounts for **transportation impact fees** ~~public roads and streets, for fire facilities, for school facilities and for public park, open space and recreational facilities,~~ and shall maintain records for each such account. ~~All interest earned by the fund shall be allocated to the separate designated reserve accounts in the same proportion that the balance of each reserve account bears to the total fund balance.~~ All interest shall be retained in the account and expended for the purposes for which the impact fees were imposed. The clerk-treasurer shall provide an annual report on ~~each~~ **the** impact fee account showing the source and amount of the moneys collected, earned or received and system improvements that were financed in whole or in part by impact fees.

17.151.140 Expenditure

Impact fees for system developments shall be expended only in conformance with the capital facilities plan. Impact fees shall be expended or encumbered for a permissible use within ~~six~~ **ten (10)** years of collection, unless there exists an extraordinary and compelling reason for fees to be held longer than ~~six~~ **ten (10)** years. Such extraordinary or compelling reasons shall be identified in written findings by the city council.

17.151.150 Refunds

1. The current owner of property on which an impact fee has been paid may receive a refund of such fee if the city fails to expend or encumber the impact fees within ~~six~~ **ten (10)** years of collection or such greater time as may be established in written

findings by the city council documenting extraordinary or compelling reasons for extension beyond ~~six~~ **ten (10)** years. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. The current owner likewise may receive a proportionate refund when the public funding of applicable service area projects by the end of such ~~six~~ **ten (10)** year period has been insufficient to satisfy the ratio of public to private funding for such service area as established in the capital facilities plan. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of each claimant.

2. The request for a refund must be submitted to the city council in writing within one year of the date the right to claim a refund arises or within one year of the date notice is given, whichever is later. Any impact fees that are not expended within these time limitations and for which no application for refund has been made as herein provided shall be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection shall include any interest earned on the impact fees.
3. A developer may request and shall receive a refund, including any interest earned on the impact fees, when the developer does not proceed with the development activity and no impact has resulted.

17.151.160 Impact Fee As Additional And Supplemental Requirement

The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits; provided, that any other such city development regulation which would require the developer to undertake dedication or construction of a facility contained within the city capital facilities plan shall be imposed only if the developer is given a credit against impact fees as provided for in this chapter.

Exhibit B: New Chapter SMC 17.152: Park Impact Fee

Chapter 17.152

IMPACT FEES – PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

Sections:

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- 17.152.070 Park and Recreation Impact Fee**
- 17.152.080 Calculation of Impact Fee**
- 17.152.090 Collection of Impact Fee**
- 17.152.100 Impact Fee Credits**
- 17.152.110 Impact Fee Deferral System**
- 17.152.120 Appeals**
- 17.152.130 Accounting**
- 17.152.140 Expenditure**
- 17.152.150 Refunds**
- 17.152.160 Impact Fee as Additional and Supplemental Requirement**

17.152.010 Authority and Purpose

The ordinance codified in this chapter is enacted pursuant to this provisions of Chapter 82.02 RCW, and is intended to accomplish the following purposes:

4. To ensure that adequate facilities are available to serve new growth and development;
5. To promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new parks, open space and recreational facilities need to serve growth; and
6. To ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact.

17.152.020 Findings

The city council finds and declares that:

5. New residential and nonresidential development causes increased demands on parks, open space, recreational facilities;

6. Projections indicate that new development will continue and that it will place ever-increasing demands on the city to provide necessary public park, open space and recreational facilities;
7. To the extent that new development places demands on the public facility infrastructure, those demands should be partially financed by shifting a proportionate share of the cost of such new facilities from the public at large to the developments actually creating the demand; and
8. The imposition of impact fees upon residential and nonresidential development in order to finance specified public facilities, the demand for which is created by such development, is in the best interest of the general welfare of the city and its residents, is equitable, does not impose an unfair burden on such development by forcing developers and builders to pay more than their fair or proportionate share of the cost and is reasonably necessary to provide the necessary public facility infrastructure to serve new development as planned for in the city Comprehensive Plan and the city capital facilities plan.

17.151.030 Definitions

As used in this chapter:

10. "Building permit" means the permit required for new construction and additions pursuant to SMC Title [14](#). The term "building permit" as used herein shall not be deemed to include permits required for the remodeling, rehabilitation, or other improvement to an existing structure, or rebuilding a damaged or destroyed structure; provided there is no increase in the applicable unit of measure for nonresidential construction or the number of dwelling units for residential construction.
11. "Capital facilities plan" means the capital facilities element of the Stanwood Comprehensive Plan. Any reference to the capital facilities plan shall include the city of Stanwood six-year capital improvement program adopted as an amendment to the Comprehensive Plan by the city council.
12. "Development activity" means any construction or expansion of a building, structure or use, any change in the use of a building or structure, or any changes in the use of land, that creates additional demand and need for public facilities, except for the reconstruction or renovation of an existing single-family residential structure on an existing lot.
13. "Impact fee" means the payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit application or plant investment fee. The impact fee

imposed shall consist of a traffic impact fee component, a park and open space impact fee component, a fire facility impact fee component, and a school impact fee component.

14. "Owner" means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.
15. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and that are not system improvements. No improvement or facility included in a capital facilities plan approved by the city council shall be considered a project improvement.
16. "Public facilities" means the following capital facilities owned or operated by governmental entities:
 - a. Public streets, roads and appurtenances;
 - b. Publicly owned parks, open space and recreational facilities;
 - c. School facilities; and
 - d. Fire protection facilities of the city.
17. "Service area" means a geographical area defined by the city in which a defined set of public facilities provides service to development within the area.
18. "System improvements" means public facilities that are included in the capital improvement program of the capital facilities element in the city's comprehensive plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

17.152.040 Imposition of Impact Fees

There is imposed upon all new residential development activity, including commercial mixed-use developments, within the city a park, open space, and recreational facility impact fee which shall be calculated according to the-park impact fee formula contained herein.

17.152.050 Establishment of Service Areas

The city hereby establishes as the service area for park impact fees all areas in which development may occur that would impact the city's park, open space and recreational system, including all property located within the corporate limits of the city as now existing or may be amended by annexation or any surrounding properties within the city's urban growth area that would normally use city park facilities.

17.152.060 Imposition of Park Impact Fees

All development projects within the city shall be assessed a park impact fee based on the number and type of residential dwelling units permitted at the time of building permit issuance.

1. The formula used to develop the park impact fee as identified in SMC 17.152.070 shall be reviewed and revised periodically to reflect changes in development costs and the adopted Capital Improvement Plan listed in the Comprehensive Plan. The actual fee shall be adopted by City Council resolution.
2. The following development activities shall be exempt from payment of the park impact fee:
 - a) A credit shall be provided for redevelopment sites or subdivisions for the number of residential units existing on the site prior to redevelopment.
 - b) The reconstruction, remodeling, or replacement of existing buildings, structures, mobile homes, or manufactured homes, which does not result in any new units.
 - c) Conversions of apartment complexes to condominium ownership where no new dwelling units are created.
3. Historic Single-Family Lot Incentive. Individual single-family zoned lots and parcels created prior to the effective date of Chapter 58.17 RCW on July 1, 1969, shall be eligible for a 35 percent reduction in the transportation impact fee on application for a building permit. This incentive is limited to development of one single-family residence per lot or parcel existing prior to July 1, 1969.
4. Low-Income Housing Incentive. Traffic impact fees for low-income housing shall be eligible for an eighty percent reduction of the transportation impact fees subject to the following requirements:
 - a) To qualify for the low-income housing fee reduction allowed under this section the developer must record a covenant that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fee in effect at the time of conversion; and
 - b) The covenant must be recorded with the Snohomish County auditor or recording officer.
 - c) For purposes of this section, "low-income housing" means housing with a monthly housing expense, that is no greater than thirty percent of eighty percent of the median family income adjusted for family size in Snohomish County as reported by the United States department of housing and urban development.

17.152.070 Park and Recreation Impact Fee Component

The impact fee for parks and recreational facilities shall be calculated using the formula described below:

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

1. "PIF" means the park and recreational facility component of the total development impact fee.
2. "C" means the average cost per acre for land appraisal and acquisition plus an average development cost per acre for neighborhood and community parks as identified in the most recent 6-year Capital Improvement Plan. The construction cost per acre is then multiplied by the percent of projected new population growth as identified in the Comprehensive Plan. Such cost may be adjusted periodically, but not more often than once every year. Park development costs shall be based on actual, recent comparable construction.
3. "S" means the parks standard of 2.5 acres per 1,000 residents each for neighborhood parks and community parks for a total of five acres per 1,000 people as established in the city Comprehensive Park and Recreational Plan.
4. "P" means 1,000 people.
5. "U" means the average number of occupants per dwelling unit as provided by the Washington State Office of Financial Management for the City of Stanwood.
6. "A" means an adjustment of rate portion of anticipated tax revenues resulting from a development that is proportional to system improvements contained in the capital plan facilities. The adjustment for park impacts is determined to be 40 percent, so that "A" equals 60 percent.

17.152.080 Calculation of Impact Fee

1. If the development for which approval is sought contains a mix of residential and nonresidential uses, then the impact fee must be separately calculated for each type of use.
2. The city council shall have the authority to adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances peculiar to specific development activity to ensure that impact fees are imposed fairly.
3. Upon application by the developer of any particular development activity, the city council may consider studies and data submitted by the developer and if warranted, may adjust the amount of the impact fee. Such adjustment shall be deemed warranted if:
 - d) The public facility improvements would not reasonably benefit the proposed development;

- e) The public facility improvements identified are not reasonably related to the proposed development;
- f) The formula set forth for calculating the impact fee does not accurately reflect the associated park and open space impacts generated by the development.

17.152.090 Collection of Impact Fee

The impact fees imposed under this chapter, may be paid at the time of preliminary plat approval for subdivisions and short subdivisions. When fees for subdivisions are not paid at preliminary plat approval they shall be due and payable prior to the issuance of a building permit. When paid the fee paid shall be the fee due as of the date of payment. For all other developments, impact fees shall be paid prior to the issuance of a building permit or site plan approval.

17.152.100 Impact Fee Credits

The owner shall be entitled to a credit against the applicable park impact fee for the value of any dedication of land for, improvements to, or new construction of any system improvements to facilities that are identified in the capital facilities plan and that are required by the city as conditions of approval for the development. That portion of the open space network and related improvements used as a credit for required open space for a project is not eligible for this credit. The amount of the credit shall be determined upon recording of a final plat for a subdivision, recording of a short plat, issuance of a building permit, or upon site plan approval, whichever shall first occur. The amount of the credit shall be indicated on any final plat recorded for a subdivision and on any recorded short plat. In the event the amount of any credit exceeds the amount of the impact fee due, the city shall not be required to reimburse the difference to the developer.

17.152.110 Impact Fee Deferral System

- 9. The city hereby establishes a deferral system by which an applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment to the time of final inspection.
- 10. The city will withhold certification of final inspection until the impact fees have been paid in full.
- 11. The term of an impact fee deferral under this section shall not exceed 18 months from the date of building permit issuance. If impact fees are not paid by the end of the 18 months, then city shall withhold future inspection until such time impact fees are paid in full.
- 12. The community development department shall allow an applicant to defer payment of the impact fees when, prior to submission of a building permit application for deferment or prior to final inspection for deferment under subsection (1) of this section, the applicant:

- a. Submits a signed and notarized deferred impact fee application and acknowledgement form for the development for which the property owner wishes to defer payment of the impact fees; and
 - b. With regard to deferred payment under subsection (1) of this section, records a lien for impact fees against the property in favor of the city in the total amount of all deferred impact fees for the development. The lien for impact fees shall:
 - i. Be in a form approved by the city attorney;
 - ii. Include the legal description, tax account number and address of the property;
 - iii. Be signed by all owners of the property, with all signatures as required for a deed, and recorded in the county in which the property is located;
 - iv. Be binding on all successors in title after the recordation; and
 - v. Be junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.
13. In the event that the impact fees are not paid in accordance with subsection (1) of this section, the city shall institute foreclosure proceedings under the process set forth in Chapter [61.12](#) RCW, except as revised herein. In addition to any unpaid impact fees, the city shall be entitled to interest on the unpaid impact fees at the rate provided for in RCW [19.52.020](#) and the reasonable attorney fees and costs incurred by the city in the foreclosure process. Notwithstanding the foregoing, prior to commencement of foreclosure, the city shall give not less than 30 days' written notice to the person or entity whose name appears on the assessment rolls of the county assessor as owner of the property and to the site address via certified mail with return receipt requested and regular mail advising of its intent to commence foreclosure proceedings. If the impact fees are paid in full to the city within the 30-day notice period, no attorney fees, costs and interest will be owed.
14. In the event that the deferred impact fees are not paid in accordance with this section, and in addition to foreclosure proceedings provided in subsection (5) of this section, the city may initiate any other action(s) legally available to collect such impact fees.
15. Upon receipt of final payment of all deferred impact fees for the development, the department shall execute a separate lien release for the property in a form approved by the city attorney. The property owner, at their expense, will be responsible for recording each lien release.
16. Compliance with the requirements of the deferral option shall constitute compliance with the conditions pertaining to the timing of payment of the impact fees.

17.152.120 Appeals

Any person aggrieved by the amount of the impact fee calculated and imposed upon a particular development activity may appeal such determination to the hearing examiner by filing written notice of appeal with the Community Development Director within 20 days of the issuance of the determination of the impact fee consistent with SMC

17.152.060 Pending completion of the appeal process as set forth herein, no building permits shall be issued for any development activity for which the impact fees about which appeal is being sought were imposed. Such appeal to the hearing examiner shall be conducted in accord with Chapter 17.80, Permit Review Procedures SMC.

17.152.130 Accounting

All impact fees collected shall be deposited in the Growth Management Act capital projects fund. The clerk-treasurer shall establish a separate designated reserve accounts for park impact fees, and shall maintain records for each such account. All interest shall be retained in the account and expended for the purposes for which the impact fees were imposed. The clerk-treasurer shall provide an annual report on the impact fee account showing the source and amount of the moneys collected, earned or received and system improvements that were financed in whole or in part by impact fees.

17.152.140 Expenditure

Impact fees for system developments shall be expended only in conformance with the capital facilities plan. Impact fees shall be expended or encumbered for a permissible use within ten (10) years of collection, unless there exists an extraordinary and compelling reason for fees to be held longer than ten (10) years. Such extraordinary or compelling reasons shall be identified in written findings by the city council.

17.152.150 Refunds

4. The current owner of property on which an impact fee has been paid may receive a refund of such fee if the city fails to expend or encumber the impact fees within ten (10) years of collection or such greater time as may be established in written findings by the city council documenting extraordinary or compelling reasons for extension beyond ten (10) years. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. The current owner likewise may receive a proportionate refund when the public funding of applicable service area projects by the end of such ten (10) year period has been insufficient to satisfy the ratio of public to private funding for such service area as established in the capital facilities plan. The city shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of each claimant.
5. The request for a refund must be submitted to the city council in writing within one year of the date the right to claim a refund arises or within one year of the date notice is given, whichever is later. Any impact fees that are not expended within these time limitations and for which no application for refund has been made as

herein provided shall be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection shall include any interest earned on the impact fees.

6. A developer may request and shall receive a refund, including any interest earned on the impact fees, when the developer does not proceed with the development activity and no impact has resulted.

17.152.160 Impact Fee As Additional And Supplemental Requirement

The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits; provided, that any other such city development regulation which would require the developer to undertake dedication or construction of a facility contained within the city capital facilities plan shall be imposed only if the developer is given a credit against impact fees as provided for in this chapter.

Exhibit C: New Chapter 17.154: Fire Impact Fee

Chapter 17.154 IMPACT FEES – FIRE FACILITIES

Sections:

17.154.010 Authority and Purpose

17.154.020 Chapter Reservation

17.154.010 Authority and Purpose

Washington State laws pursuant to Chapter 82.02 RCW provides that cities may adopt fire impact fees based on an identified need and adoption of a six year capital facilities plan.

17.154.020 Chapter Reservation

North County Regional Fire Authority provides fire service to the City of Stanwood. No fire impact fee is imposed on development permit applications at this time. However, if in the future, North County Regional Fire Authority determines that there is a need for a fire impact fee the following shall be required:

1. The Fire District shall adopt a 6-year capital improvement plan identifying existing facilities and deficiencies needed to provide fire service to the City of Stanwood;
2. The City and Fire District shall enter into a Interlocal Agreement on the imposition and processing of fire impact fees; and
3. This chapter shall be updated with the fire impact fee formula along with all associated management and procedural requirements to impose an impact fee.

Exhibit D: Findings of Fact and Conclusions



City of Stanwood, Washington
Findings of Fact and Conclusions of Law

Stanwood City Council
Impact Mitigation Fee Code Amendment

A. GENERAL INFORMATION

File Number(s): Code Amendment 2019-159

Project Summary: Impact Mitigation Fees Code Amendment

Applicant: City of Stanwood

Location: The code amendment applies city wide.

Public Hearing: February 14, 2022

Location: Zoom Virtual Meeting

Staff Contact: Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

One of the City's 2021 / 2022 work items is to review and potentially update the City's park impact fees. Staff and the Planning Commission have been working on the park impact fee since July of 2019; this evaluation period has resulted in the following amendments:

1. Traffic, park, fire and school impact fees are listed in their own independent chapters of the Municipal Code; and
2. The park impact fee and been updated to reflect costs associated with the acquisition and development projects listed on the 2022-2027 Park Capital Improvement Plan.

Key elements of the proposed ordinance include:

- Traffic: Revised SMC Chapter 17.151; removes references to park and fire impact fees; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
- Parks: New SMC Chapter 17.152; adopts a new chapter of the municipal code specific code park impact fees; removes specific construction cost and person per

household hold figures from the formula; amends the time period to expend fees from 6 years to 10 years in accordance with state law, and describes how to apply the growth factor.

- Schools: Existing SMC Chapter 17.153; this chapter remains unchanged.
- Fire: New SMC Chapter 17.154; deletes all reference to the fee and formula and provides that if the fire authority requests that the city adopt a fee that the formula be developed and an amendment to the code be adopted. This change reflects recent vote by city residents to annex into the North County Regional Fire Authority.
- Park Impact Fee: The Park Impact Fee has been updated by applying the park impact fee formula to the 2022-2027 Park Capital Improvement Project list and updating the “persons per household” figure as provided by the Washington State Office of Financial Management;

C. COMPLIANCE WITH THE COMPREHENSIVE PLAN

The 2015-2023 Comprehensive Plan include goals and policies for implementing the 6-year Capital Improvement Plan (CIP). The CIP includes a list of projects, with their financing structure, for road, utility, park projects. Financing of projects includes a combination of public tax dollars, grants, and use of impact fees.

The Capital Facilities Element of the Comprehensive Plan includes the following goals and policies regarding the financing of projects and use of impact fees:

Capital Facilities Goal – 7: To ensure that new growth and development pay for a proportionate share of the cost of new facilities needed to serve such growth and development.

Capital Facilities Goal – 8: To consider a range of financial resources, including grants and REET funds, to pay for capital facility improvements. Augment local funding with outside sources whenever possible for the most efficient use of revenues.

Capital Facilities Policy 8.1: Develop and adopt new impact fees or refine existing impact fees in accordance with the Growth Management Act as part of the financing for public facilities. Such financing shall provide for a balance between impact fees and other sources of public funds and shall not solely rely on impact fees. Public facilities for which impact fees may be collected shall include public streets and roads, public-owned parks, open space, and recreation facilities, school facilities, and fire protection facilities.

Comprehensive Plan Parks, Recreation and Open Space Element:

The Stanwood Parks, Recreation and Open Space (PROS) was adopted in 2018. This plan provides the vision for developing and financing the City's park system. Equitable application of park impact fees is an essential component of acquiring and developing parks in the city.

The proposed Park Impact Fee ordinance is consistent with the following PROS goals and policies:

Goal PROS 8 Finance: Secure equitable and sustainable funding for implementation.

Objective PROS 8.1: Create effective and efficient methods of acquiring, developing, operating and maintaining facilities.

Objective PROS 8.2: Equitably distribute costs and benefits to public and private users, and match user benefits with interests and need.

Policy PROS 8.2.2: Develop a methodology for determining park impact fees that considers the potential impacts on park facilities caused by a development project, and results in an equitable mitigation assessment that is in accordance with local park and recreation standards.

Policy PROS 8.2.3: Assess impact fees only for growth-related deficiencies, not existing deficiencies.

D. FINDINGS OF FACT

1. Impact fees are one-time charges assessed by a local government against new development projects to help pay for new or expanded public facilities that directly address the increased demand for services created by that development.

2. Cities have the authority to adopt impact fees under Chapter 82.02 RCW.
3. The Growth Management Act requires regular updates to impact fee programs so that fees accurately reflect projects listed in adopted Capital Improvement Plans. Regular updates to impact fees are essential for the following reasons:
 - Projects listed on the CIP change every few years because they are either completed or policy direction removed projects from the 6-year CIP list
 - Construction and acquisition costs change over time
 - Community desires change over time
 - Project lists are updated based on Park Plan updates
4. Currently the City's transportation, parks and fire impact fee provisions are combined into a single chapter in the Municipal Code.
5. For clarity, the City desires to create separate, independent chapters for transportation, parks and fire mitigation fees in the Stanwood Municipal Code.
6. The proposed ordinance creates new chapters of the Municipal Code as follows:
 - Traffic: Revised SMC Chapter 17.151; removes references to park and fire impact fees; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
 - Parks: New SMC Chapter 17.152; adopts a new chapter of the municipal code specific code park impact fees; removes specific construction cost and person per household hold figures from the formula; and amends the time period to expend fees from 6 years to 10 years in accordance with state law.
 - Schools: Existing SMC Chapter 17.153; this chapter remains unchanged.
 - Fire: New SMC Chapter 17.154; deletes all reference to the fee and formula and provides that if the fire authority requests that the city adopt a fee that the formula be developed and an amendment to the code be adopted. This change reflects recent vote by city residents to annex into the North County Regional Fire Authority.

7. In addition, the Stanwood City Council has directed that impact fees should be reviewed annually or bi-annually to reflect the most current capital improvement plan (CIP) and those costs associated with the acquisition and development of projects listed on the CIP.
8. The process of updating the Park Impact Fee included applying the most recent Park Capital Improvement Project list with updated construction cost estimates, applying the most recently available city demographic information, and considering the appropriate proportional cost share based on local growth rates. Level of service ratio remains the same as it is the LOS adopted in the Parks, Recreation and Open Space Plan.
9. The 2022 Park Impact Fee was developed by applying the following methodologies. A Park Impact Fee Methodology Report has been prepared that details the fee calculation.
 - Apply the 2022-2027 Parks CIP total cost estimate to the formula and subtracts non-eligible projects and grant funding.
 - Multiplies the final cost of construction and acquisition by the city's growth factor of 35 percent thereby creating a nexus between existing residents and future residential growth.
 - Updated the persons per household factor with the Office of Finance Managements most recent numbers for Stanwood. This created four (4) residential categories versus the existing two (2) categories. Fees will now be applied as follows: Single Family Residential Units, Duplexes, 3 / 4 Unit Townhouses and 5+ Multifamily Complexes.
 - Multiplied the resulting figure by the City's adopted level of service (5 acres / 1000 population) and the adjustment rate of 60%.
10. The proposed fee provides a clear nexus between future growth and need.
11. The City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code and issued a Determination of Non-Significance on February 18, 2020.
12. The Community Development Committee of the City Council reviewed the ordinance at their February 27, 2020 and November 18, 2021 meetings. They felt that the methodology was reasonable, directly related to the Capital Improvement Plan and supported the concept of breaking the fee into the four residential categories.

13. The Stanwood Planning Commission held a public hearing on the draft ordinance at their February 14, 2022 regular meeting and has recommended that the City Council adopt the ordinance as presented.
14. Notice of the public hearing was published in the Stanwood Camano News on February 1, 2022.
15. Staff prepared a report summarizing the proposed code amendment. This report is part of the public record and was presented to the Planning Commission on February 14, 2022 and the City Council at the public hearing on March 10, 2022 for their consideration.

E. CONCLUSIONS OF LAW

1. The City Council of Stanwood has authority under RCW Title 35A, to adopt plans and regulations related to development and operations within the City of Stanwood.
2. The proposal is consistent with the Comprehensive Plan and meets the requirements and intent of the Plan, including the Capital Facilities and Parks and Recreation Elements of the 2015 Comprehensive Plan.
3. The City Council has determined that it is in the best interest of the City to adopt current impact fees reflecting the most currently adopted Capital Facilities Plan to support the design and construction of park facilities in the City of Stanwood.
4. After considering staff comments and public testimony the Stanwood City Council determined the draft code amendment is consistent with the Comprehensive Plan and should be adopted.

Now therefore the City Council of the City of Stanwood hereby **ADOPTS** the Findings of Fact and Conclusions of Law contained herein as recommended by the Planning Commission.

Dated this 24th date of March 2022.

Sid Roberts, Mayor
City of Stanwood



Park Impact Fee Methodology Study March 2022

Introduction

The Growth Management Act requires cities to plan and provide parks and recreation facilities that are adequate to accommodate growth. In 2018 the City of Stanwood adopted their Parks, Recreation and Open Space (PROS) Plan that includes a vision for a future parks department and priorities for park development. The application of Park Impact Fees (PIF) is one financial tool available to cities to help facilitate the implementation of the PROS plan.

RCW 82.02.050 authorizes cities to impose an impact fee on new residential developments as part of the financing of park facilities. Park impact fees are one-time payments imposed on new residential developments to cover a portion of their impact on Stanwood's park system.

The purpose of the Park Impact Fee is for new development to share in the development and acquisition costs of facilities that new residents will be using.

What are Impact Fees?

Impact fees are **one-time charges** assessed by a local government against a new development project to **help pay** for **new or expanded public facilities** that will directly address the increased demand for services **created by that development.**

MRSC

Fees are charged at the time of building permit issuance and are used to pay for new or redevelopment park and recreational facilities in the City of Stanwood. Fees can only be used on system improvements included in the City's adopted six-year Capital Improvement Plan (CIP) as listed in the Comprehensive Plan.

The purpose of this report is to document the process that the City used to calculate its 2022 Park Impact Fee.

Methodology

The City adopted its PIF methodology in 1993 (Ordinance 886) as a way to help fund needed park related capital improvements. Using this same formula, the fee has been updated over the years to account for changing project priorities and development cost.

Park Impact Fee Formula:

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

Where:

"C" means the average cost per acre for land appraisal and acquisition plus an average development cost.

“S” means the parks standard of 5 acres per 1,000 residents for parks.

“P” means 1,000 people.

“U” means the average number of occupants per dwelling unit.

“A” means an adjustment of rate portion of anticipated tax revenues resulting from a development that is proportional to system improvements.

The “A” adjustment factor of 40% was established in 1993 as part of their financial analysis at the time: meaning the City adjusts the rate based on an estimate of future expected tax revenues related to the development.

In 2017, after nearly twenty years of applying an out of date impact fee, the City updated its PIF and in that process amended the formula to represent half of the impact fee generated by applying the above listed formula. This policy direction changed the formula as follows:

$$PIF = \left[\frac{C \times S \times U \times A}{P} \right] \times 0.50$$

To update the PIF using 2022 data, the City has applied a multistep process based off of the formula adopted in 1993. This process includes using the updated 2022-2027 Park CIP list, new construction cost estimates, and updated housing demographics.

The fee calculation process below does not include dividing the resulting fee in half per the Council’s 2017 policy. By applying a growth factor to the construction costs, the PIF update results in a fee that provides a clear nexus between future growth and need; and it does not need to be arbitrarily divided in half to meet the “reasonableness” test.

2022 Park Impact Fee Calculation

The following section provides a step by step process used by the City of Stanwood to update the 2022 Park Impact Fee.

Step 1: 2022 – 2027 Park Capital Improvement Plan (CIP)

Each year the City Council updates a Capital Improvement Plan; part of that plan includes a project list and projected costs over a six year period. Below is the 2022-2027 Park CIP.

Step 1: 2022-2027 CIP

Capital Improvement Plan 2022-2027 Project Costs							
Project Name	Total 2022-2027	2022	2023	2024	2025	2026	2027
Port Susan Trail	\$4,897,000	\$1,554,000	\$1,338,000	\$200,000	\$1,805,000	\$-	\$-
Heritage Park	\$900,000	\$100,000	\$200,000	\$100,000	\$250,000	\$250,000	\$-
Hamilton Park	\$1,090,000	\$90,000	\$1,000,000	\$-	\$-	\$-	\$-
Ovenell Park	\$2,305,000	\$200,000	\$250,000	\$355,000	\$1,500,000	\$-	\$-
Johnson Farm Park	\$350,000	\$-	\$-	\$-	\$-	\$350,000	\$-
Church Creek Park	\$866,750	\$455,000	\$-	\$-	\$-	\$82,350	\$329,400
Downtown Park	\$1,340,000	\$340,000	\$-	\$1,000,000	\$-	\$-	\$-
Total:	\$11,748,750	\$2,739,000	\$2,788,000	\$1,655,000	\$3,555,000	\$682,350	\$329,400

Step 2: Remove Non-Park Impact Eligible Projects From the Adopted CIP List

In reviewing the 2022-2027 project list, there are several projects that contain non-eligible project elements or grant funding that should be removed from the calculation of eligible costs. As such the CIP list has been adjusted as follows:

New 2022-2027 CIP Grant Deductions (Non-Eligible Costs)

Park Impact Fee Grant Debits							
Project Name	Total 2022-2027	2022	2023	2024	2025	2026	2027
Port Susan Trail							
Dept of Commerce	\$727,160	\$727,160					
RCO	\$948,000	\$448,000			\$500,000		
State Ped/Bike Program	\$2,416,750		\$305,000	\$1,700,000		411750	
Heritage Park	\$0	\$0	\$0	\$0	\$0	\$0	0
Hamilton Park	\$0						
RCO	\$500,000		\$500,000				
Ovenell Park	\$0						
RCO	\$500,000				\$500,000		
Johnson Farm Park	\$0	0	0	0	0	\$0	0
Church Creek Park	\$0	\$0	0	0	0	\$0	\$0
Downtown Park	\$0						
Dept of Commerce	\$200,000	200000					
Total:	\$5,291,910	\$1,375,160	\$805,000	\$1,700,000	\$1,000,000	\$411,750	\$0

Once the deducts are determined, those costs are then subtracted from the 2022-2027 CIP cost by project to determine eligible CIP costs.

PIF Eligible Costs =
6-Year CIP – Grants

Project	Eligible PIF Cost
Port Susan Trail	\$805,090
Heritage Park	\$900,000
Hamilton Park	\$590,000
Ovenell Park	\$1,805,000
Johnson Farm Park	\$350,000
Church Creek Park	\$866,750
Downtown Park	\$1,140,000
Total:	\$6,456,840

Step 3 A: Calculate Construction and Acquisition Costs - "C" Factor in Formula

Using the revised project list and project costs, the next step is to determine the development and acquisition costs per acre as provided below.

Project	Eligible PIF Costs	Acres or Fixed	Development Cost/Acre
Port Susan Trail	\$805,090	9 Acres	\$89,454.44
Heritage Park	\$900,000	44.05 Acres	\$20,431.33
Hamilton Park	\$590,000	2.84 Acres	\$207,746.48
Ovenell Park	\$1,805,000	17.65 Acres	\$102,266.29
Johnson Farm Park	\$350,000	15 Acres	\$23,333.33
Church Creek Park	\$866,750	15.39 Acres	\$56,319.04
Downtown Park	\$1,140,000	0.11 Acres	\$125,400.00
Total:	\$6,456,840		\$624,950.91

Step 3 B: Apply the Proportionate Share Factor to the Construction Cost Figure

To address the nexus issue between parks needed for new growth versus the needs of the existing population, a multiplier has been applied to the construction cost formula that reflects the expected percent of projected growth. The theory is that existing development pays X% of the construction / acquisition costs associated with the adopted Park Capital Improvement Plan and new growth pays the remaining X% of the cost.

Per the 2015 Comprehensive Plan, the City & Urban Growth Area are expected to grow from 7,187 people to 11,085. This is a difference of 3,898 people or 35% of the 2035 expected population. Applying the concept that the fee should reflect the cost to new development only, the estimated future development costs are multiplied by 35% to get the cost attributed to new growth.

Applying the growth factor of 35% to the 2022-2027 CIP construction costs results in the following "C" factor in the formula. Note that there are no acquisition costs in this update as there are no proposed property acquisitions within the 6-year CIP planning horizon.

Proportionate Share Calculation	Development Cost / Acre
Total PIF Eligible Construction Costs:	\$624,950.91
Growth Factor	35%
Construction Cost Attributed to New Growth	\$218,732.82

Step 3 C: Update the “U” Factor in Formula

Since the last update, the Office of Financial Management (OFM) has provide the City with updated data on the number of persons per household (PPH). This number is the “U” in the formula and referred to as: average occupancy rate.

The 2017 PIF Formula only included two housing types: single family residential and multifamily residential. By applying the updated OFM occupancy rate by structure, more housing types have been added. This creates an impact fee that is more responsive to the impacts associated with different housing types. The following OFM occupancy rates have been applied to the formula as follows:

Persons Per Household Data

Unit Type	2021 PPH
Single Family Residence	2.95
2 Unit Duplex / Townhome	1.75
3 & 4 Unit Townhomes	2.4
5+ Multifamily Complexes	1.97

Step 4: Apply the Adopted City Formula

The City currently has a 40/60 percent ratio applied to the proportionate share adjustment figure: or “A” in the formula. Using the adopted City formula with the 40% adjustment factor the Park Impact Fee is calculated as follows:

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

C = Average Development and Acquisition Cost per Acre = \$188,739

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: 2.95 / SFR, 1.75 Duplex, 2.4 3&4 Unit Townhouses and 1.97 MFR (These are updated numbers based on the Comprehensive Plan and Office of Financial Management’s 2021 population projections for Stanwood).

A = Adjustment Rate of 60%

ATTACHMENT B

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

C = Average Development and Acquisition Cost per Acre \$218,732.82
 S = Adopted Level of Service Standard 5
 U = Average Occupancy by Unity Type Varies
 A = Adjustment Factor Adopted by City Council 60%
 P = 1,000 Persons 1,000

Single Family Residential	PIF = (\$218,732.82 X 5 X 2.95 X .60)/1,000	\$1,935.79
2 Unit Duplex / Townhome	PIF = (\$218,732.82 X 5 X 1.75 X .60)/1,000	\$1,148.35
3 & 4 Unit Townhomes	PIF = (\$218,732.82 X 5 X 2.4 X .60)/1,000	\$1,574.88
5+ Multifamily Complexes	PIF = (\$218,732.82 X 5 X 1.97 X .60)/1,000	\$1,292.71



HISTORY OF PARK IMPACT FEES

The Planning Commission requested historical information on when the original Park Impact Fee was adopted and subsequently codified. While the first park impact fee was adopted in 1993, there have been many amendments to the ordinance since then. Below is a brief summary describing the evolution of the city's impact fee adoption process.

Parks, Traffic, and Fire Impact Fees (City Impact Fees)

Ordinance Number	Date	Description
886	1993	Adoption of impact fees for: Streets & Roads (Traffic), Parks, Open Space and Recreation (Parks), and Fire Protection Services (Fire)
913	1994	Adoption of assumptions, standards and fee formula for fire impact fees
971	1996	New section: Time to Collect Impact Fees – at preliminary plat or building permit
1007	1997	Allowed credits to traffic impact fees based on the adopted Capital Improvement Plan
1164	2004	Allowed use of Transportation Demand Strategies (TDM) to mitigate traffic impacts as part of the transportation concurrency
1167	2005	Major revision to the transportation impact fee: definitions, clarifying city is a single service area, amendments on how / when to impose fees, and how to calculate the fee
1350	2013	Added traffic impact fee credit incentives in the downtown as part of economic development strategies
1418	2016	Added the state mandated impact fee deferral system (applied to all fees: parks, traffic and fire)
1445	2017	Adjusted the park impact fee to 50% of fee and updated construction costs, and person per household factors

School Impact Fee Ordinance

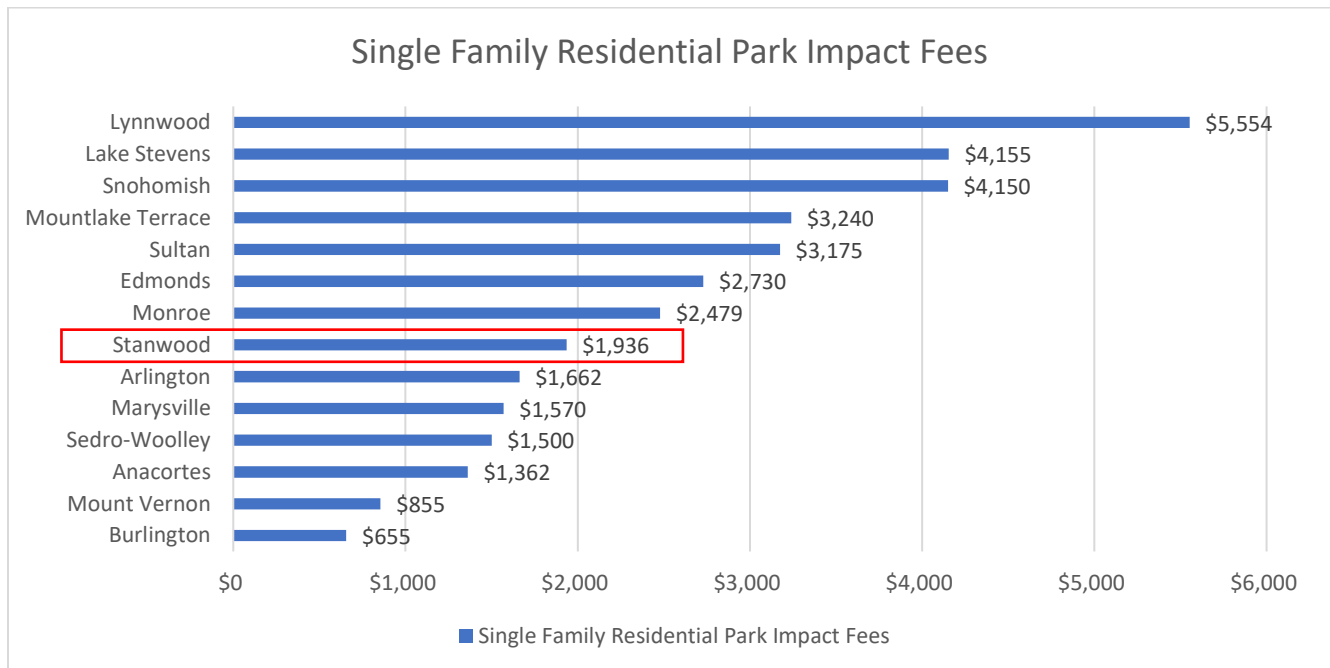
Ordinance Number	Date	Description
891	1993	Adoption of School Impact Fee
1176	2005	Major amendments to ordinance language
1329	2013	Adopted standards for when the city would not impose school impact fees

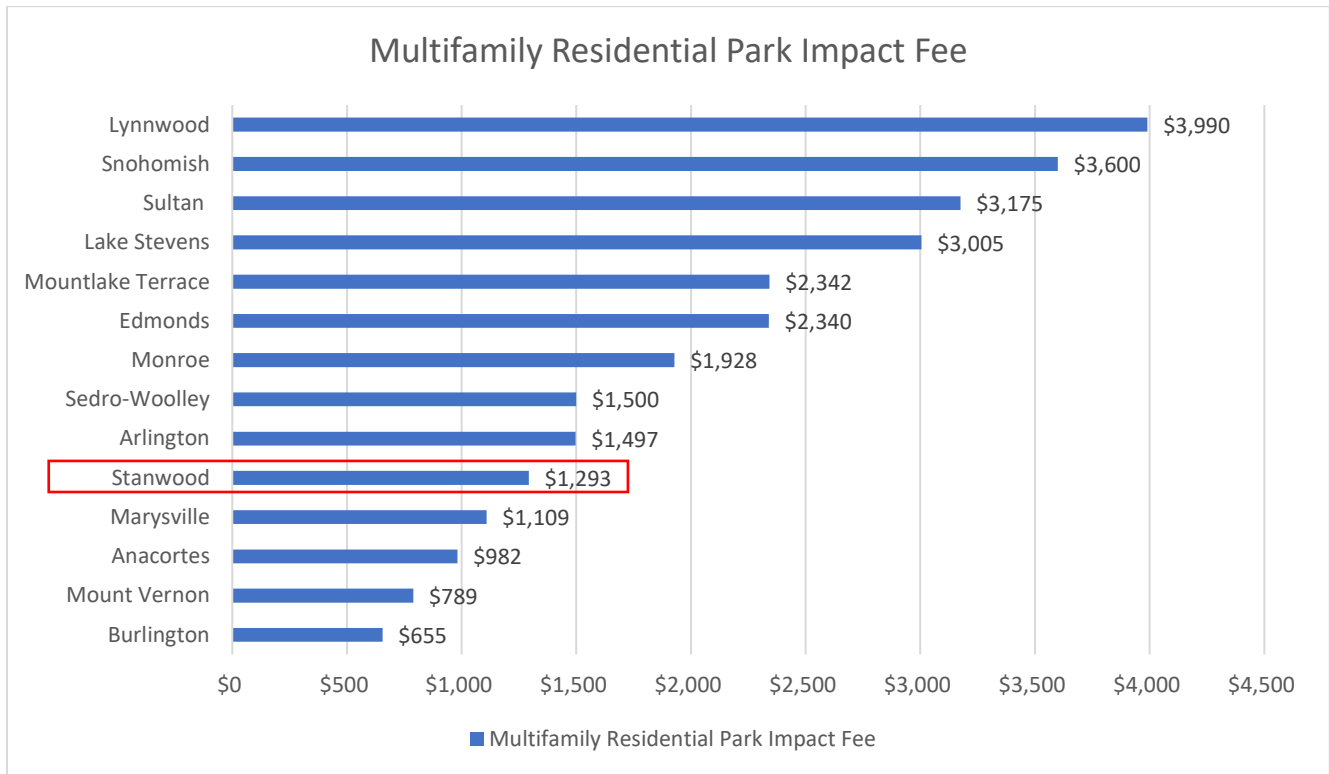


CITY COMPARISON OF PARK IMPACT FEES

Below is a comparison of how Stanwood's proposed park impact fee compares to other cities in our region. While the fee comparison is always interesting, it should be noted that fees of other jurisdictions are based on their individual capital project lists and cost estimates. It should also be noted that there is not one single uniform way to calculate fees, so formulas vary from jurisdiction to jurisdiction. Therefore, the comparison below should not be seen as similar in methodologies, but instead how do we rank compared to other cities.

2021 Impact Fee Comparison







February 14, 2022

Stanwood Planning Commission
10220 270th Street NW
Stanwood, WA 98292

RE: Update to Park Impact Fees

Dear Commissioners,

The Master Builders Association of King and Snohomish Counties takes pride in building communities. Our 2,600 members are professional homebuilders, architects, remodelers, trades people, planners and engineers, suppliers, manufacturers, and sales and marketing professionals in your community. We are committed to ensuring that all people can attain housing and have a safe and healthy place to call home.

We appreciate the city staff and planning commission's time, effort, and transparency on the update to park impact fees. MBAKS worked with city staff on the previous proposal and the 2019 increase was more reasonable. However, MBAKS has concerns with the proposed fee that is substantially more than previous versions. We ask the planning commission to consider the implications of this update and to adjust the impact fees to be as reasonable as possible.

Our region is in a housing crisis. Prices are high, supply is low, and the housing market is extremely cost-sensitive. Housing affordability is a challenge affecting our region and Stanwood residents. Imposing a substantial fee increase disincentivizes home construction and raises the cost for homebuyers and renters.

Research from the National Association of Home Builders (NAHB) estimates that **when an impact fee is imposed, total developer and builder costs increase by 137% of the fee**. This is because impact fees are typically due during development; an impact fee paid early in the production process has associated carrying costs and can substantially increase what builders and developers pay.

These fees are either passed along to buyers or make a project infeasible. Neither of those outcomes helps make housing more affordable. NAHB's 2022 annual priced out data estimates that **for every \$1,000 increase in the price of a home in Washington, 2,182 households are priced out.** The proposed park impact fee will price out families looking for housing in Stanwood. It is difficult to make housing more affordable by making it more expensive to build.

Impact fees are also not a reliable, predictable source of funding; they have strict limitations on use in Washington state. Impact fees are not allowed to be used to correct existing deficiencies or for operations and maintenance. Further, they must be spent or encumbered within 10 years of receipt. They are established to finance public infrastructure required to service new development, not to repair or improve the public facilities that provide service to existing residents. Impact fees must also show a rational nexus between the proposed capital projects (CIP), the fee calculation (formula), and new development.



MBAKS encourages you to consider more broad-based and fair sources of funding that do not burden only new homes or have limitations on use (i.e. a park levy, general fund budget).

Our region desperately needs more housing choices at all income levels. We need to incentivize the development and building of homes, not burden them. We respectfully ask the planning commission to reconsider the proposed park impact fees and try to make them more reasonable given our current housing crisis, and the negative impact they could have on current and future residents seeking homes. An increased adjustment rate in the formula or a reevaluation on projects on the CIP connected to new development could help accomplish a more reasonable and affordable fee.

MBAKS appreciates the opportunity to comment on this issue and looks forward to continued collaboration on housing actions, efforts, and challenges in Stanwood. Thank you for your consideration. I am happy to answer any questions you may have.

Sincerely,



Dylan Sluder
Snohomish County Manager
Master Builders Association of King and Snohomish Counties

Encl.
cc: Planning Director Patricia Love



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a

DATE: March 10, 2022

SUBJECT: Confirm Mayor Roberts' Salary
Commission Appointment

CONTACT PERSON: Lisa Sokolik, City Clerk

ATTACHMENTS: A – Ordinance 1306
B – Appointment letter - Nick Hanson

ISSUE

Should Council confirm Mayor Roberts' appointment of Nick Hanson to serve on the City's Salary Commission?

RECOMMENDATION

Confirm Mayor Roberts' appointment of Nick Hanson to a first term on the Salary Commission.

SUMMARY

The Salary Commission has one vacancy. Ordinance 1306, establishing the Salary Commission (Attachment A) requires that members of the commission shall be residents of the city. Nick Hanson has volunteered to fill this vacancy. The mayor appoints salary commissioners with the approval of council.

DISCUSSION

Ordinance 1306 (Attachment A) establishes a five-member salary commission for the City of Stanwood. Each commissioner serves a three-year term and can be re-appointed for a second term by the mayor with council approval. No member of the commission shall be appointed to more than two terms. This appointment requires council approval. The mayor is requesting council confirm this appointment.

FISCAL IMPACT

None

COMMITTEE RECOMMENDATION

N/A

CITY COUNCIL OPTIONS

- 1) Approve Mayor Roberts' appointment of Nick Hanson to fill a 3-year term on the Salary Commission.
- 2) Do not approve Mayor Roberts' appointment of Nick Hanson to serve a 3-year term on the Salary Commission.

RECOMMENDED MOTION

I MOVE TO APPROVE MAYOR ROBERTS' APPOINTMENT OF NICK HANSON TO SERVE AS SALARY COMMISSIONER FOR A 3-YEAR TERM.

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE NO. 1306

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON
ESTABLISHING A SALARY COMMISSION FOR THE CITY; AND
ADDING A NEW CHAPTER 2.10 TO THE STANWOOD MUNICIPAL
CODE.

WHEREAS, Chapter 73, Laws of 2001, effective July 22, 2001, (RCW 35.21.015) authorizes the City to establish by ordinance an independent salary commission with authority to set the salary of the members of the Council and of other elected city officials, and provides that the commission's action fixing such salaries shall supersede any provision in a city ordinance related to fixing salaries; NOW, THEREFORE

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

Section 1. A new Chapter 2.10 entitled "Salary Commission" is hereby added to the Stanwood Municipal Code which shall read as follows:

Chapter 2.10
SALARY COMMISSION

2.10.010 Created - Membership, appointment, compensation, term.

1. There is created a salary commission for the city. The commission shall consist of five members, to be appointed by the Mayor with the approval of the City Council.
2. A member of the commission shall serve for a three year term without compensation, and shall be a resident of the city. The initial members shall be appointed for staggered terms of one, two or three years.
3. No member of the commission shall be appointed to more than two terms.
4. A member of the commission shall not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city. For purposes of this section, "immediate family member" means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

2.10.020 Vacancies.

In the event of a vacancy in office of commissioner, the Mayor shall appoint, subject to approval of the City Council, a person to serve the unexpired portion of the term of the expired position.

2.10.030 Removal.

A member of the commission shall only be removed from office for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, a crime involving moral turpitude, or for a disqualifying change of residence.

2.10.040 Duties.

1. The commission shall have the duty, annually, commencing in 2012, to review the salaries paid by the city to each elected city official. If after such review the commission determines that the salary paid to any elected city official should be increased or decreased, the commission shall file a written salary schedule with the city clerk indicating the increase or decrease in salary. The initial salary commission shall meet between February 1, 2012 and March 31, 2012 and shall determine salary increases or decreases for the balance of calendar year 2012. Thereafter, the salary commission shall meet between May 1 and July 31 and shall determine salary adjustments which shall become effective on January 1 of each calendar year, beginning on January 1, 2013.
2. Any increase or decrease in salary established by the commission shall become effective and incorporated into the city budget for the year following commission review without further action of the city council or the commission.
3. Salary increases established by the commission shall be effective as to all city elected officials, regardless of their terms of office.
4. Salary decreases established by the commission shall become effective as to incumbent city elected officials at the commencement of their next subsequent terms of office.

2.10.050 Referendum.

Any salary increase or decrease established by the commission pursuant to this chapter shall be subject to referendum petition by the voters of the city, in the same manner as a city ordinance, upon filing of a referendum petition with the city clerk within thirty days after filing of a salary schedule by the commission. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures under this section shall be submitted to the voters of the city at the next following general or municipal election occurring thirty days or more after the petition is filed, and shall otherwise be governed by the provisions of the State Constitution and the laws generally applicable to referendum measures. By adoption

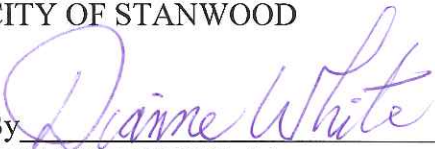
of this provision it shall not be the intent to adopt the powers of Referendum generally.

Section 2. Effective Date. This ordinance shall take effect and be in full force five days from and after its passage, approval and publication, as required by law.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this 26th day of January, 2012.

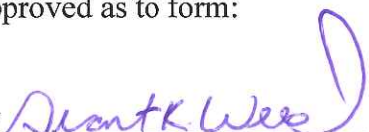
CITY OF STANWOOD

By 
DIANNE WHITE, Mayor

ATTEST:

By 
MELISSA COLLINS, City Clerk

Approved as to form:

By 
GRANT K. WEED, City Attorney

Date of Publication: 02/01/2012

Effective Date (5 days after publication): 02/06/2012



APPOINTMENT

I, Sid Roberts, duly elected Mayor of the City of Stanwood, do hereby appoint Nick Hanson as Salary Commission Member of the City of Stanwood, pursuant to the provisions of the Stanwood Municipal Code.

Term Expires: February 2025

Sid Roberts, Mayor

I, Nick Hanson, do swear and affirm that I will perform the duties assigned to me as Salary Commission Member of the City of Stanwood in the manner required by law.

Nick Hanson

Dated this 10th day of March 2022



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: March 10, 2022

SUBJECT: Authorize the Mayor to Sign a Contract with Central Paving for the 2022 Street Overlay and ADA Ramps Project

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Certified Bid Tabs

PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign a contract with Central Paving to complete the 2022 Street Overlay and ADA Ramps project.

BACKGROUND

Staff applied for, and was successful in obtaining, a Transportation Improvement Board (TIB) grant to grind and overlay 72nd Avenue from 272nd Street to 276th Street and grind and overlay 68th Avenue from 276th Street to 280th Street along with replacing 6 ADA ramps to align with current standards. At their December 9, 2021, Council approved acceptance of the grant and staff worked with TIB to move the project forward, design the work and bid the project. Bids were received on February 22, 2022 and tabulated (attachment A) and the low responsive bidder was Central Paving.

ANALYSIS

Fiscal Impact			
\$439,500			
Fund(s):	Street Construction 595 30 63 31		
Amount:	\$439,500	Project Estimate:	\$318,084
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends awarding to the low bidder, Central Paving, the 2022 Street Overlay and ADA Ramps project in the amount of \$318,084.

Committee/Board Recommendation:

The Public Works Committee will have reviewed this at their March 7th meeting and may have additional input.

COUNCIL OPTIONS

1. Authorize the Mayor to sign a contract with Central Paving for the 2022 Street Overlay and ADA Ramps project in the amount of \$318,084.
2. Send back to the Public Works Committee for additional discussion.
3. Reject all bids and delay project.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH CENTRAL PAVING FOR THE 2022 STREET OVERLAY AND ADA RAMPS PROJECT NOT TO EXCEED \$318,084.



BID TABULATION
2022 Overlay and ADA Ramps
Bid Opening: Tuesday February 22nd, 2022 @ 3:00 PM

Spec. Ref.	ITEM DESCRIPTION	UNITS	QTY	Engineer's Estimate		Central Paving		Reece Construction		JB Asphalt		Cadman		Colacurcio Brothers		SRV Const. Inc	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-04.04 Minor Changes	EST	1	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	1-07.15 SPCC Plan	LS	1	\$ 1,000	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
3	1-09.7 Mobilization	LS	1	\$ 31,504	\$ 31,504.00	\$ 40,000.00	\$ 40,000.00	\$ 31,635.00	\$ 31,635.00	\$ 24,000.00	\$ 24,000.00	\$ 26,000.00	\$ 26,000.00	\$ 33,000.00	\$ 33,000.00	\$ 63,000.00	\$ 63,000.00
4	1-10.5 Project Temporary Traffic Control	LS	1	\$ 31,504	\$ 31,504.00	\$ 30,000.00	\$ 30,000.00	\$ 37,000.00	\$ 37,000.00	\$ 28,000.00	\$ 28,000.00	\$ 52,275.00	\$ 52,275.00	\$ 52,000.00	\$ 52,000.00	\$ 52,000.00	\$ 52,000.00
5	2-02.5 Saw Cutting	FL	900	\$ 5	\$ 4,500.00	\$ 1.40	\$ 1,260.00	\$ 3.00	\$ 2,700.00	\$ 5.00	\$ 4,500.00	\$ 2.75	\$ 2,475.00	\$ 6.50	\$ 5,850.00	\$ 3.60	\$ 3,240.00
6	2-02.5 Removal of Curb and Gutter	LF	40	\$ 15	\$ 600.00	\$ 50.00	\$ 2,000.00	\$ 124.00	\$ 4,960.00	\$ 12.00	\$ 480.00	\$ 23.00	\$ 920.00	\$ 33.00	\$ 1,320.00	\$ 61.00	\$ 2,440.00
7	2-02.5 Removal of Sidewalk	SY	150	\$ 30	\$ 4,500.00	\$ 28.00	\$ 4,200.00	\$ 29.50	\$ 4,425.00	\$ 12.00	\$ 1,800.00	\$ 86.25	\$ 12,937.50	\$ 18.00	\$ 2,700.00	\$ 29.00	\$ 4,350.00
8	4-04.5 Crushed Surfacing Top Course	TON	75	\$ 55	\$ 4,125.00	\$ 100.00	\$ 7,500.00	\$ 34.00	\$ 2,550.00	\$ 15.00	\$ 1,125.00	\$ 92.00	\$ 6,900.00	\$ 65.00	\$ 4,875.00	\$ 33.00	\$ 2,475.00
9	5-04.5 Pavement Repair Excavation Including Haul	CY	80	\$ 90	\$ 7,200.00	\$ 120.00	\$ 9,600.00	\$ 25.00	\$ 2,000.00	\$ 150.00	\$ 12,000.00	\$ 86.25	\$ 6,900.00	\$ 64.00	\$ 5,120.00	\$ 77.50	\$ 6,200.00
10	5-04.5 Planing Bituminous Pavement	SY	12,000	\$ 5	\$ 60,000.00	\$ 3.25	\$ 39,000.00	\$ 3.50	\$ 42,000.00	\$ 4.50	\$ 54,000.00	\$ 3.75	\$ 45,000.00	\$ 4.30	\$ 51,600.00	\$ 2.50	\$ 30,000.00
11	5-04.5 HMA Cl. 1/2 in PG 64-22	TONS	1,300	\$ 120	\$ 156,000.00	\$ 104.00	\$ 135,200.00	\$ 120.00	\$ 156,000.00	\$ 120.00	\$ 156,000.00	\$ 125.00	\$ 162,500.00	\$ 107.00	\$ 139,100.00	\$ 116.00	\$ 150,800.00
12	7-05 Adjust Utility Structure	EA	5	\$ 600	\$ 3,000.00	\$ 580.00	\$ 2,900.00	\$ 600.00	\$ 3,000.00	\$ 600.00	\$ 3,000.00	\$ 667.00	\$ 3,335.00	\$ 1,580.00	\$ 7,900.00	\$ 720.00	\$ 3,600.00
13	7-12 Adjust Water Valve	EA	5	\$ 600	\$ 3,000.00	\$ 450.00	\$ 2,250.00	\$ 600.00	\$ 3,000.00	\$ 600.00	\$ 3,000.00	\$ 517.50	\$ 2,587.50	\$ 1,350.00	\$ 6,750.00	\$ 650.00	\$ 3,250.00
14	Erosion / Water Pollution Control	EST	1	\$ 1,500	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
15	8-02.5 Property Restoration	EST	1	\$ 2,500	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
16	8-04.5 Cement Conc. Pedestrian Curb	LF	70	\$ 40	\$ 2,800.00	\$ 26.40	\$ 1,848.00	\$ 28.00	\$ 1,960.00	\$ 30.00	\$ 2,100.00	\$ 44.85	\$ 3,139.50	\$ 100.00	\$ 7,000.00	\$ 70.00	\$ 4,900.00
17	8-04.5 Cement Conc. Traffic Curb and Gutter	LF	30	\$ 60	\$ 1,800.00	\$ 55.00	\$ 1,650.00	\$ 58.00	\$ 1,740.00	\$ 30.00	\$ 900.00	\$ 74.75	\$ 2,242.50	\$ 100.00	\$ 3,000.00	\$ 130.00	\$ 3,900.00
18	8-13.5 Adjust Monument Case and Cover	EA	3	\$ 500	\$ 1,500.00	\$ 450.00	\$ 1,350.00	\$ 600.00	\$ 1,800.00	\$ 600.00	\$ 1,800.00	\$ 517.50	\$ 1,552.50	\$ 850.00	\$ 2,550.00	\$ 550.00	\$ 1,650.00
19	8-14.5 Cement Conc. Sidewalk	SY	150	\$ 200	\$ 30,000.00	\$ 66.00	\$ 9,900.00	\$ 60.00	\$ 9,000.00	\$ 150.00	\$ 22,500.00	\$ 80.50	\$ 12,075.00	\$ 125.00	\$ 18,750.00	\$ 160.00	\$ 24,000.00
20	8-14.5 Detectable Warning Surface	SF	90	\$ 60	\$ 5,400.00	\$ 33.00	\$ 2,970.00	\$ 35.00	\$ 3,150.00	\$ 95.00	\$ 8,550.00	\$ 34.50	\$ 3,105.00	\$ 45.00	\$ 4,050.00	\$ 84.00	\$ 7,560.00
21	8-22.5 Painted Traffic Line	LF	5,810	\$ 2	\$ 11,620.00	\$ 0.60	\$ 3,486.00	\$ 0.60	\$ 3,486.00	\$ 0.75	\$ 4,357.50	\$ 0.58	\$ 3,369.80	\$ 0.60	\$ 3,486.00	\$ 0.60	\$ 3,486.00
22	8-22.5 Plastic Stop Line	LF	105	\$ 15	\$ 1,575.00	\$ 10.00	\$ 1,050.00	\$ 4.75	\$ 498.75	\$ 12.00	\$ 1,260.00	\$ 4.60	\$ 483.00	\$ 4.50	\$ 472.50	\$ 11.00	\$ 1,155.00
23	8-22.5 Plastic Crosswalk	LF	440	\$ 10	\$ 4,400.00	\$ 13.00	\$ 5,720.00	\$ 7.00	\$ 3,080.00	\$ 18.00	\$ 7,920.00	\$ 6.90	\$ 3,036.00	\$ 6.70	\$ 2,948.00	\$ 13.75	\$ 6,050.00
24	08-23 Temporary Pavement Marking	LF	2,000	\$ 1	\$ 2,000.00	\$ 0.85	\$ 1,700.00	\$ 1.10	\$ 2,200.00	\$ 1.00	\$ 2,000.00	\$ 0.73	\$ 1,460.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
Base Bid Subtotal				\$	382,028.00		\$ 318,084.00		\$ 331,034.75		\$ 355,792.50		\$ 366,793.30		\$ 368,971.50		\$ 390,306.00
Sales Tax 9.2%					N/A		N/A		N/A		N/A		N/A		N/A		N/A
Total Base Bid with Tax				\$	382,028.00		\$ 318,084.00		\$ 331,034.75		\$ 355,792.50		\$ 366,793.30		\$ 368,971.50		\$ 390,306.00





BID TABULATION
2022 Overlay and ADA Ramps
Bid Opening: Tuesday February 22nd, 2022 @

	Spec. Ref.	ITEM DESCRIPTION	Tiger Construction		Granite Construction co		Lakeside Industries		Larry Brown							
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-04.04	Minor Changes	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	1-07.15	SPCC Plan	\$ 255.00	\$ 255.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	1-09.7	Mobilization	\$ 46,200.00	\$ 46,200.00	\$ 20,000.00	\$ 20,000.00	\$ 46,500.00	\$ 46,500.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	1-10.5	Project Temporary Traffic Control	\$ 100,500.00	\$ 100,500.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 58,500.00	\$ 58,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	2-02.5	Saw Cutting	\$ 3.40	\$ 3,060.00	\$ 3.50	\$ 3,150.00	\$ 5.00	\$ 4,500.00	\$ 2.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	2-02.5	Removal of Curb and Gutter	\$ 51.50	\$ 2,060.00	\$ 25.00	\$ 1,000.00	\$ 60.00	\$ 2,400.00	\$ 65.25	\$ 2,610.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	2-02.5	Removal of Sidewalk	\$ 26.00	\$ 3,900.00	\$ 40.00	\$ 6,000.00	\$ 48.00	\$ 7,200.00	\$ 55.15	\$ 8,272.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	4-04.5	Crushed Surfacing Top Course	\$ 75.00	\$ 5,625.00	\$ 100.00	\$ 7,500.00	\$ 72.00	\$ 5,400.00	\$ 100.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	5-04.5	Pavement Repair Excavation Including Haul	\$ 105.00	\$ 8,400.00	\$ 125.00	\$ 10,000.00	\$ 72.00	\$ 5,760.00	\$ 225.00	\$ 18,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	5-04.5	Planing Bituminous Pavement	\$ 3.90	\$ 46,800.00	\$ 4.50	\$ 54,000.00	\$ 4.50	\$ 54,000.00	\$ 4.65	\$ 55,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	5-04.5	HMA Cl. ½ in PG 64-22	\$ 105.00	\$ 136,500.00	\$ 147.00	\$ 191,100.00	\$ 121.50	\$ 157,950.00	\$ 144.40	\$ 187,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	7-05	Adjust Utility Structure	\$ 970.00	\$ 4,850.00	\$ 950.00	\$ 4,750.00	\$ 800.00	\$ 4,000.00	\$ 920.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	7-12	Adjust Water Valve	\$ 475.00	\$ 2,375.00	\$ 700.00	\$ 3,500.00	\$ 650.00	\$ 3,250.00	\$ 890.00	\$ 4,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14		Erosion / Water Pollution Control	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	8-02.5	Property Restoration	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	8-04.5	Cement Conc. Pedestrian Curb	\$ 61.50	\$ 4,305.00	\$ 60.00	\$ 4,200.00	\$ 85.00	\$ 5,950.00	\$ 120.00	\$ 8,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	8-04.5	Cement Conc. Traffic Curb and Gutter	\$ 110.00	\$ 3,300.00	\$ 100.00	\$ 3,000.00	\$ 140.00	\$ 4,200.00	\$ 247.00	\$ 7,410.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	8-13.5	Adjust Monument Case and Cover	\$ 475.00	\$ 1,425.00	\$ 750.00	\$ 2,250.00	\$ 500.00	\$ 1,500.00	\$ 615.00	\$ 1,845.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	8-14.5	Cement Conc. Sidewalk	\$ 82.00	\$ 12,300.00	\$ 85.00	\$ 12,750.00	\$ 140.00	\$ 21,000.00	\$ 162.00	\$ 24,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	8-14.5	Detectable Warning Surface	\$ 45.00	\$ 4,050.00	\$ 35.00	\$ 3,150.00	\$ 84.00	\$ 7,560.00	\$ 90.00	\$ 8,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	8-22.5	Painted Traffic Line	\$ 0.55	\$ 3,195.50	\$ 0.60	\$ 3,486.00	\$ 0.60	\$ 3,486.00	\$ 0.65	\$ 3,776.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	8-22.5	Plastic Stop Line	\$ 4.50	\$ 472.50	\$ 5.00	\$ 525.00	\$ 5.00	\$ 525.00	\$ 4.80	\$ 504.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	8-22.5	Plastic Crosswalk	\$ 6.70	\$ 2,948.00	\$ 7.00	\$ 3,080.00	\$ 7.25	\$ 3,190.00	\$ 7.50	\$ 3,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	08-23	Temporary Pavement Marking	\$ 1.70	\$ 3,400.00	\$ 1.00	\$ 2,000.00	\$ 0.65	\$ 1,300.00	\$ 1.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ 409,921.00		\$ 410,441.00		\$ 414,471.00		\$ 468,338.00		\$ -		\$ -		\$ -
				N/A		N/A		N/A		N/A		\$ -		\$ -		\$ -
				\$ 409,921.00		\$ 410,441.00		\$ 414,471.00		\$ 468,338.00		\$ -		\$ -		\$ -



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: March 10, 2022

SUBJECT: Authorize the Mayor to Sign a Contract with Faber Construction for the Church Creek Sewer Lift Station Gravity Bypass Project

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Certified Bid Tabs

PURPOSE

The purpose of this agenda item is to authorize the Mayor to sign a contract with Faber Construction to complete the Church Creek Sewer Lift Station Gravity Bypass Project.

BACKGROUND

The long-term plan in the sewer collection system is to eliminate the need for both the Cedarhome and Church Creek Estates sewage lift stations and install gravity lines. For this to occur a new line running from Church Creek Estates through Church Creek Park and along 72nd Avenue needs to be installed. Through their on-call contract staff signed a task order with PACE Engineering to provide plans and specifications for the Church Creek Sewer Lift Station Gravity Bypass Project. Plans and specs were completed, and the project went out to bid. Bids were received February 22, 2022 and tabulated (attachment A) with the low responsive bidder being Faber Construction in the amount of \$938,986.78.

With the heavy equipment being used to complete the project, there is concern that the Church Creek Park parking lot may not hold up to the traffic. There is also a need for project management and oversight that will be accomplished using city staff charged to this project. With this in mind, and given the low bid is below budgeted funds, staff is seeking approval of a 10% contingency of \$93,986. If the entire contingency is used it would put the project slightly over budget and could require shifting of funds within the sewer construction fund. It is anticipated that not all the funds will be used after the Main Lift Station Upgrade project is completed and funds from the Biosolids Processing Facility project, which is not anticipated to happen this year, could be used for any overage.

ANALYSIS

Fiscal Impact			
\$1,025,000			
Fund(s): 403	Sewer construction 594 35 63 38		
Amount:	\$1,025,000	Project Estimate:	\$938,986.78
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☒ Monitor

If contingency were authorized and entirely spent.

Budget	Contract	Contingency	Remaining
\$1,025,000	\$938,986.78	\$93,986	(\$7,972,75)

RECOMMENDATIONS

Staff Recommendation:

Staff recommends awarding the low bidder, Faber Construction, the Church Creek Sewer Lift Station Gravity Bypass Project in the amount of \$938,986.78.

Committee/Board Recommendation:

The Public Works Committee will have reviewed this at their March 7th meeting and may have additional input.

COUNCIL OPTIONS

1. Authorize the Mayor to sign a contract with Faber Construction for the Church Creek Sewer Lift Station Gravity Bypass Project in the amount of \$938,986.78.
2. Send back to the Public Works Committee for additional discussion.
3. Reject all bids and delay project.

RECOMMENDED MOTION

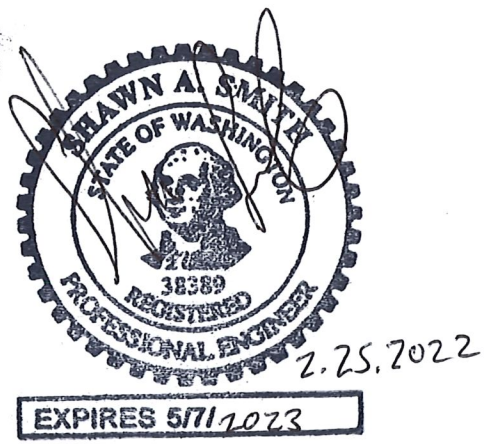
I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH FABER CONSTRUCTION FOR THE CHURCH CREEK SEWER LIFT STATION GRAVITY BYPASS PROJECT IN THE AMOUNT NOT TO EXCEED \$938,986.78 AND A CONTINGENCY IN THE AMOUNT OF \$93,986.00.



BID TABULATION
CHURCH CREEK SEWER LIFT STATION GRAVITY BYPASS
Bid Opening: Tuesday February 22nd, 2022 @ 3:00 PM

	Spec. Ref.	ITEM DESCRIPTION	UNITS	QTY	Engineer's Estimate		Faber Const		Quilceda Excavation		Tayex Exc		Trico		Marshbank Const		Tiger Const	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-05.4	Construction Staking Surveying	LS	1	\$16,000.00	\$ 16,000.00	\$ 6,218.00	\$ 6,218.00	\$ 14,000.00	\$ 14,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,680.40	\$ 6,680.40	\$ 8,300.00	\$ 8,300.00	\$ 5,050.00	\$ 5,050.00
2	1-09.7	Mobilization	LS	1	\$89,000.00	\$ 89,000.00	\$ 75,349.00	\$ 75,349.00	\$ 110,000.00	\$ 110,000.00	\$ 90,000.00	\$ 90,000.00	\$ 94,968.41	\$ 94,968.41	\$ 86,000.00	\$ 86,000.00	\$ 107,500.00	\$ 107,500.00
3	1-10.5	Temporary Traffic Control	LS	1	\$20,000.00	\$ 20,000.00	\$ 93,821.00	\$ 93,821.00	\$ 55,000.00	\$ 55,000.00	\$ 75,000.00	\$ 75,000.00	\$ 14,181.55	\$ 14,181.55	\$ 36,000.00	\$ 36,000.00	\$ 38,400.00	\$ 38,400.00
4	2-09.5	Trench Safety Systems	LS	1	\$8,000.00	\$ 8,000.00	\$ 17,907.00	\$ 17,907.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 3,897.12	\$ 3,897.12	\$ 15,000.00	\$ 15,000.00	\$ 16,600.00	\$ 16,600.00
5	8-01.5	Erosion and Sediment Control	LS	1	\$9,000.00	\$ 9,000.00	\$ 12,284.00	\$ 12,284.00	\$ 5,900.00	\$ 5,900.00	\$ 15,000.00	\$ 15,000.00	\$ 9,898.79	\$ 9,898.79	\$ 20,000.00	\$ 20,000.00	\$ 16,900.00	\$ 16,900.00
6	7-05.5	Sewer Manhole Type 1, 48-in. diam.	EA	9	\$7,500.00	\$ 67,500.00	\$ 6,223.00	\$ 56,007.00	\$ 4,500.00	\$ 40,500.00	\$ 13,500.00	\$ 121,500.00	\$ 7,796.83	\$ 70,171.47	\$ 13,385.00	\$ 120,465.00	\$ 16,800.00	\$ 151,200.00
7	7-05.5	Connet to Existing MH	EA	2.0	\$2,000.00	\$ 4,000.00	\$ 4,107.00	\$ 8,214.00	\$ 3,500.00	\$ 7,000.00	\$ 6,500.00	\$ 13,000.00	\$ 8,097.33	\$ 16,194.66	\$ 1,200.00	\$ 2,400.00	\$ 3,270.00	\$ 6,540.00
8	7-17.5	Pipe, 6-in PVC	LF	38	\$85.00	\$ 3,230.00	\$ 207.00	\$ 7,866.00	\$ 250.00	\$ 9,500.00	\$ 300.00	\$ 11,400.00	\$ 74.77	\$ 2,841.26	\$ 125.00	\$ 4,750.00	\$ 233.00	\$ 8,854.00
9	7-17.5	Pipe, 12-in PVC	LF	1,635	\$180.00	\$ 294,300.00	\$ 212.00	\$ 346,620.00	\$ 250.00	\$ 408,750.00	\$ 225.00	\$ 367,875.00	\$ 321.42	\$ 525,521.70	\$ 253.00	\$ 413,655.00	\$ 290.00	\$ 474,150.00
10	7-18.5	Connect Existing Side Sewer	EA	1	\$2,500.00	\$ 2,500.00	\$ 7,902.00	\$ 7,902.00	\$ 1,500.00	\$ 1,500.00	\$ 5,500.00	\$ 5,500.00	\$ 1,848.67	\$ 1,848.67	\$ 2,500.00	\$ 2,500.00	\$ 2,920.00	\$ 2,920.00
11	2-01.5	Clearing and Grubbing	LS	1	\$35,000.00	\$ 35,000.00	\$ 12,023.00	\$ 12,023.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00	\$ 9,272.25	\$ 9,272.25	\$ 45,000.00	\$ 45,000.00	\$ 8,010.00	\$ 8,010.00
12	2-02.5	Potholing	EA	6	\$1,000.00	\$ 6,000.00	\$ 643.00	\$ 3,858.00	\$ 500.00	\$ 3,000.00	\$ 1,000.00	\$ 6,000.00	\$ 557.56	\$ 3,345.36	\$ 750.00	\$ 4,500.00	\$ 4,800.00	\$ 28,800.00
13	2-02.5	Removal of Structures and Obstructions	LS	1	\$50,000.00	\$ 50,000.00	\$ 21,994.00	\$ 21,994.00	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00	\$ 14,161.64	\$ 14,161.64	\$ 15,000.00	\$ 15,000.00	\$ 3,690.00	\$ 3,690.00
14	2-11.5	Trimming and Cleanup	LS	1	\$20,000.00	\$ 20,000.00	\$ 54,268.00	\$ 54,268.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,507.07	\$ 11,507.07	\$ 38,000.00	\$ 38,000.00	\$ 3,090.00	\$ 3,090.00
15	4-04.5	Crushed Surfacing Base Course, 8" depth (Road Trench)	TN	35	\$25.00	\$ 875.00	\$ 51.00	\$ 1,785.00	\$ 42.00	\$ 1,470.00	\$ 75.00	\$ 2,625.00	\$ 93.37	\$ 3,267.95	\$ 80.00	\$ 2,800.00	\$ 54.50	\$ 1,907.50
16	4-04.5	Crushed Surfacing Top Course, 2" depth (Road Trench)	TN	9	\$30.00	\$ 270.00	\$ 52.00	\$ 468.00	\$ 56.00	\$ 504.00	\$ 75.00	\$ 675.00	\$ 92.26	\$ 830.34	\$ 125.00	\$ 1,125.00	\$ 115.00	\$ 1,035.00
17	4-04.5	Crushed Surfacing Top Course 6" depth (Park Pavement Tr	TN	137	\$30.00	\$ 4,110.00	\$ 52.00	\$ 7,124.00	\$ 42.00	\$ 5,754.00	\$ 75.00	\$ 10,275.00	\$ 59.78	\$ 8,189.86	\$ 125.00	\$ 17,125.00	\$ 84.50	\$ 11,576.50
18	4-04.5	Gravel Surfacing, 4" depth (Baseball Field Perimeter)	TN	18	\$30.00	\$ 540.00	\$ 52.00	\$ 936.00	\$ 65.00	\$ 1,170.00	\$ 75.00	\$ 1,350.00	\$ 124.28	\$ 2,237.04	\$ 75.00	\$ 1,350.00	\$ 70.00	\$ 1,260.00
19	5-04.5	HMA Cl. 1/2 PG 64-22, 3" depth (Road Trench)	TN	15	\$153.00	\$ 2,295.00	\$ 199.00	\$ 2,985.00	\$ 500.00	\$ 7,500.00	\$ 250.00	\$ 3,750.00	\$ 178.14	\$ 2,672.10	\$ 174.00	\$ 2,610.00	\$ 175.00	\$ 2,625.00
20	5-04.5	HMA Cl. 1/2 PG 64-22, 4" depth (Park Pavement Trench)	TN	101	\$153.00	\$ 15,453.00	\$ 199.00	\$ 20,099.00	\$ 210.00	\$ 21,210.00	\$ 175.00	\$ 17,675.00	\$ 178.14	\$ 17,992.14	\$ 174.00	\$ 17,574.00	\$ 175.00	\$ 17,675.00
21	5-04.5	HMA Cl. 1/2 PG 64-22 Overlay, 2" depth	TN	203	\$153.00	\$ 31,059.00	\$ 154.00	\$ 31,262.00	\$ 175.00	\$ 35,525.00	\$ 140.00	\$ 28,420.00	\$ 138.06	\$ 28,026.18	\$ 135.00	\$ 27,405.00	\$ 160.00	\$ 32,480.00
22	5-06	Full Depth Reclamation (FDR)	SY	535	\$75.00	\$ 40,125.00	\$ 15.00	\$ 8,025.00	\$ 30.00	\$ 16,050.00	\$ 15.00	\$ 8,025.00	\$ 24.61	\$ 13,166.35	\$ 25.00	\$ 13,375.00	\$ 13.00	\$ 6,955.00
23	5-06	Portland Cement Application	TN	20	\$100.00	\$ 2,000.00	\$ 254.00	\$ 5,080.00	\$ 250.00	\$ 5,000.00	\$ 500.00	\$ 10,000.00	\$ 227.13	\$ 4,542.60	\$ 225.00	\$ 4,500.00	\$ 225.00	\$ 4,500.00
24	8-01.5	Stormwater Pollution Preventon Plan	LS	1	\$2,500.00	\$ 2,500.00	\$ 2,097.00	\$ 2,097.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,137.73	\$ 2,137.73	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 250.00
25	8-01.5	Hydroseeding	SY	2,200	\$2.00	\$ 4,400.00	\$ 16.00	\$ 35,200.00	\$ 21.00	\$ 46,200.00	\$ 8.00	\$ 17,600.00	\$ 21.85	\$ 48,070.00	\$ 7.00	\$ 15,400.00	\$ 21.00	\$ 46,200.00
26	8-04.5	Replace Concrete Curb and Gutter	LF	5	\$40.00	\$ 200.00	\$ 373.00	\$ 1,865.00	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 147.52	\$ 737.60	\$ 150.00	\$ 750.00	\$ 165.00	\$ 825.00
27	8-12.5	Remove and Replace Chain-link Fence	LF	20	\$45.00	\$ 900.00	\$ 93.00	\$ 1,860.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 39.17	\$ 783.40	\$ 90.00	\$ 1,800.00	\$ 160.00	\$ 3,200.00
28	8-14.5	Replace Concrete Sidewalk	SY	5	\$ 50	\$ 250.00	\$ 373.00	\$ 1,865.00	\$ 325.00	\$ 1,625.00	\$ 500.00	\$ 2,500.00	\$ 180.93	\$ 904.65	\$ 175.00	\$ 875.00	\$ 170.00	\$ 850.00
29	8-26.5	Wheel Stops	EA	112	\$ 200	\$ 22,400.00	\$ 133.00	\$ 14,896.00	\$ 219.50	\$ 24,584.00	\$ 175.00	\$ 19,600.00	\$ 119.13	\$ 13,342.56	\$ 165.00	\$ 18,480.00	\$ 115.00	\$ 12,880.00
Base Bid Subtotal					\$ 751,907.00		\$ 859,878.00		\$ 866,342.00		\$ 881,770.00		\$ 931,390.85		\$ 939,239.00		\$ 1,015,923.00	
Sales Tax 9.2%					\$ 69,175.44		\$ 79,108.78		\$ 79,703.46		\$ 81,122.84		\$ 85,687.96		\$ 86,409.99		\$ 93,464.92	
Total Base Bid with Tax					\$ 821,082.44		\$ 938,986.78		\$ 946,045.46		\$ 962,892.84		\$ 1,017,078.81		\$ 1,025,648.99		\$ 1,109,387.92	

Highlighted items have been changed to reflect 2,200 SY instead of the 380 SY shown on the Bid Proposal



15" PVC Alternate	1635	\$	227.00	\$	371,145.00	\$	255.00	\$	416,925.00	\$	265.00	\$	433,275.00	\$	333.80	\$	545,763.00	\$	305.00	\$	498,675.00	\$	305.00	\$	498,675.00
Sales Tax 9.2%				\$	34,145.34			\$	38,357.10			\$	39,861.30			\$	50,210.20			\$	45,878.10			\$	45,878.10
Total Alternate with Tax				\$	405,290.34			\$	455,282.10			\$	473,136.30			\$	595,973.20			\$	544,553.10			\$	544,553.10



BID TABULATION
CHURCH CREEK SEWER LIFT STATION GRAVITY B
Bid Opening: Tuesday February 22nd, 2022 @ 3:

	Spec. Ref.	ITEM DESCRIPTION	ICI		SRV											
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-05.4	Construction Staking Surveying	\$ 14,000.00	\$ 14,000.00	\$ 5,800.00	\$ 5,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	1-09.7	Mobilization	\$ 100,000.00	\$ 100,000.00	\$ 95,000.00	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	1-10.5	Temporary Traffic Control	\$ 75,000.00	\$ 75,000.00	\$ 74,500.00	\$ 74,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	2-09.5	Trench Safety Systems	\$ 23,000.00	\$ 23,000.00	\$ 10,600.00	\$ 10,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	8-01.5	Erosion and Sediment Control	\$ 36,000.00	\$ 36,000.00	\$ 14,650.00	\$ 14,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	7-05.5	Sewer Manhole Type 1, 48-in. diam.	\$ 8,500.00	\$ 76,500.00	\$ 9,250.00	\$ 83,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	7-05.5	Connet to Existing MH	\$ 7,000.00	\$ 14,000.00	\$ 5,400.00	\$ 10,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	7-17.5	Pipe, 6-in PVC	\$ 156.00	\$ 5,928.00	\$ 385.00	\$ 14,630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	7-17.5	Pipe, 12-in PVC	\$ 255.00	\$ 416,925.00	\$ 340.00	\$ 555,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	7-18.5	Connect Existing Side Sewer	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	2-01.5	Clearing and Grubbing	\$ 45,000.00	\$ 45,000.00	\$ 23,350.00	\$ 23,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	2-02.5	Potholing	\$ 2,200.00	\$ 13,200.00	\$ 900.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	2-02.5	Removal of Structures and Obstructions	\$ 35,000.00	\$ 35,000.00	\$ 21,500.00	\$ 21,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	2-11.5	Trimming and Cleanup	\$ 10,000.00	\$ 10,000.00	\$ 51,650.00	\$ 51,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	4-04.5	Crushed Surfacing Base Course, 8" depth (Road Trench)	\$ 75.00	\$ 2,625.00	\$ 70.00	\$ 2,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	4-04.5	Crushed Surfacing Top Course, 2" depth (Road Trench)	\$ 145.00	\$ 1,305.00	\$ 106.00	\$ 954.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	4-04.5	Crushed Surfacing Top Course 6" depth (Park Pavement Tr	\$ 80.00	\$ 10,960.00	\$ 58.00	\$ 7,946.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	4-04.5	Gravel Surfacing, 4" depth (Baseball Field Perimeter)	\$ 110.00	\$ 1,980.00	\$ 107.00	\$ 1,926.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	5-04.5	HMA Cl. 1/2 PG 64-22, 3" depth (Road Trench)	\$ 210.00	\$ 3,150.00	\$ 450.00	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	5-04.5	HMA Cl. 1/2 PG 64-22, 4" depth (Park Pavement Trench)	\$ 210.00	\$ 21,210.00	\$ 190.00	\$ 19,190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	5-04.5	HMA Cl. 1/2 PG 64-22 Overlay, 2" depth	\$ 173.00	\$ 35,119.00	\$ 150.00	\$ 30,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	5-06	Full Depth Reclamation (FDR)	\$ 22.00	\$ 11,770.00	\$ 24.50	\$ 13,107.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	5-06	Portland Cement Application	\$ 250.00	\$ 5,000.00	\$ 255.00	\$ 5,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	8-01.5	Stormwater Pollution Preventon Plan	\$ 10,000.00	\$ 10,000.00	\$ 3,100.00	\$ 3,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	8-01.5	Hydroseeding	\$ 11.00	\$ 24,200.00	\$ 2.25	\$ 4,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	8-04.5	Replace Concrete Curb and Gutter	\$ 375.00	\$ 1,875.00	\$ 315.00	\$ 1,575.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	8-12.5	Remove and Replace Chain-link Fence	\$ 200.00	\$ 4,000.00	\$ 144.00	\$ 2,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	8-14.5	Replace Concrete Sidewalk	\$ 315.00	\$ 1,575.00	\$ 375.00	\$ 1,875.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	8-26.5	Wheel Stops	\$ 135.00	\$ 15,120.00	\$ 134.00	\$ 15,008.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ 1,016,442.00		\$ 1,090,291.50		\$ -		\$ -		\$ -		\$ -		\$ -
				\$ 93,512.66		\$ 100,306.82		\$ -		\$ -		\$ -		\$ -		\$ -
Highlighted items have been changed to reflect 2,200 SY of the 380 SY shown on the Bid Proposal				\$ 1,109,954.66		\$ 1,190,598.32		\$ -		\$ -		\$ -		\$ -		\$ -

\$	271.00	\$	443,085.00	\$	362.00	\$	591,870.00
		\$	40,763.82			\$	54,452.04
		\$	483,848.82			\$	646,322.04



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11d
DATE: March 10, 2022
SUBJECT: 2024 Comprehensive Plan Update
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Blueline Group Contract and Scope of Work
B – TranspoGroup Contract and Scope of Work

PURPOSE

The issue in front of the City Council is to authorize the Mayor to sign a contract with our current on-call consultant Blueline Group and a Task Order with TranspoGroup to prepare the 2024 Comprehensive Plan update work.

BACKGROUND

The Growth Management Act requires each city and county to review and update their Comprehensive Plans at least once every eight years. The legislature set a staggered schedule for cities and counties throughout the state to update their plans. Jurisdictions within King, Pierce, Kitsap and Snohomish County are required to update their plans by June 30, 2024. The legislature is currently reviewing a funding package that may extend that date till December 30, 2024.

A request for proposals (RFP) from qualified consultants was advertised on January 5, 2022. Two consultant teams submitted proposals and after careful review, the Blueline Group Team was selected as the best firm to conduct the majority of the work. TranspoGroup will also be a team member, but under a separate contract. The full team includes:

Team Member	Role
Blueline Group	Primary Consultant and Project Lead
FCS Group	Economic Analysis of Land Use Options
LDC, Inc	Comprehensive Plan and Policy Support
Raedeke Associates, Inc	Environmental Review
TranspoGroup	Transportation (Motorized and Non-Motorized)

ANALYSIS

Comprehensive Planning:

The Growth Management Act (GMA) was adopted by the Washington State Legislature in 1990 and 1991 to manage population growth and is codified under Chapter 36.70A RCW. Growth Management is implemented through the adoption of Comprehensive Plans at the local level; these plans are long range (20 year) planning documents that establish city policy direction guiding growth, development, community character and quality of life.

GMA establishes a series of 14 goals that act as the basis of all comprehensive plans. The goals are not listed in any order of priority, nor does one goal outweigh another. The Washington State Legislature is also working on a series of GMA amendments that may add a new climate goal / element to the list below.

Based on the GMA goals, the State adopted mandated elements that must be included in all comprehensive plans. While all of these elements are important, the land use element sets the direction of future growth. The Comprehensive Plan, which is policy-oriented, is then implemented in by the City's zoning and development regulations.

GMA Goals	GMA Comprehensive Plan Elements
1. Concentrate Urban Growth (in Urban Areas)	<u>Mandatory Elements:</u>
2. Reduce Sprawl	1. Land Use
3. Manage Transportation	2. Housing
4. Plan for Housing (All Economic Segments)	3. Capital Facilities
5. Economic Development	4. Utilities
6. Preserve Property Rights	5. Rural Development (Counties)
7. Timely Permit Processing	6. Transportation
8. Natural Resource Industries (Counties)	7. Ports (N/A in Stanwood)
9. Open Space and Recreation	8. Climate Change (Potential New Element)
10. Environmental Protection	<u>Optional Elements:</u>
11. Public Participation	1. Economic Development
12. Public Facilities and Services	2. Parks and Recreation
13. Historic Preservation	3. Conservation
14. Shoreline Management	4. Solar Energy
15. Climate Change (Potential New Goal)	5. Subarea Plans
	6. Ports (N/A in Stanwood)

Scope of Work:

Blueline Group was selected to help update the City's Comprehensive Plan and TranspoGroup will prepare the transportation analysis. Work under their scope of work includes:

1. Economic Analysis of Land Use Options

Conduct an economic land use analysis of existing and future uses with recommendations on the appropriate distribution of residential, commercial, industrial,

mixed-use, and open space uses. The primary focus will be on the downtown area, the uptown commercial areas and urban growth areas where new and redevelopment opportunities could occur in the future based on implementation of the Puget Sound Regional Council Vision 2050 goals and policies for housing, population, and infrastructure.

2. Comprehensive Plan Update

Update and revise the Comprehensive Plan consistent with the City's vision, the Puget Sound Regional Council (PSRC) Policy and Plan Review Process under Vision 2050, and the Snohomish County Planning Policies for compliance with the Growth Management Act and certification by PSRC. Work under this task will include:

- Re-design the Comprehensive Plan document, including development of the format and layout, as well as production of high-quality illustrations and graphics. This re-design should be reader friendly, graphically engaging, and tell the story of Stanwood's past and future.
- Identify outdated, redundant and inconsistent policies and background text within the existing document and recommend fresh approaches to develop a more user-friendly document that contains relevant data in both graphics and text that relays information in a non-statistical format.
- Evaluate land use growth alternatives consistent with PSRC Vision 2050 and Snohomish County Population Allocation process. Formulate strategies necessary to foster successful implementation of the Plan that accommodates required growth while preserving Stanwood's community vision.
- Update and describe city demographics in a graphical context using recent census or other relevant data sources.
- Prepare population, land use, housing and economic estimates for the five, ten and twenty year planning horizons. This work should consider land use options and future growth trends for the city's eastern urban growth area.
- Update the Comprehensive Plan Elements, associated policies, and appendices to reflect past changes, future trends and desired outcomes of the community to ensure internal and external consistency.
- Re-evaluate the zoning overlay strategy and determine if the overlays are necessary or if they can be integrated into the city's zoning regulations.
- Prepare and conduct a city-wide survey to obtain community feedback on needed infrastructure improvements such as road and drainage improvements.
- Using the information obtained from the survey and other sources, update the Capital Facilities Element and prepare capital facility project worksheets for the 6 year and 20 year Capital Improvement Project lists. Elements of the worksheets should include project descriptions, high level cost estimates – including design and permitting costs, and maps showing location of the projects.
- Using information obtained from the City, draft a transportation element that integrates seamlessly with the comprehensive plan update.
- Integrate the Housing Action Plan, Non-Motorized Transportation Plan, Shorelines Master Plan, Parks and Open Space Plan, Downtown Master Plan, City Beautification Action Program and Water, Sewer and Drainage Master Plan into their associated Comprehensive Plan Elements.

- Undertake the primary responsibility for writing and editing a cohesive comprehensive plan document that addresses all GMA planning elements.
- Prepare all GIS maps and graphics in a reader friendly format that applies a consistent theme, style, and color scheme.
- Update the Parks Plan.

3. Public Participation

Implement an early and progressive public engagement process that is broadly disseminated throughout the community via a variety of methods that residents can use to obtain and share information. The public participation plan should foster an environment for idea-sharing.

4. Environmental Review

Identify and process the appropriate environment documentation. Options include preparation of a SEPA Checklist, a supplemental Environmental Impact Statement (SEIS) or a new EIS.

5. Transportation Analysis

Update and revise the transportation plan, non-motorized transportation plan and transportation element of the Comprehensive Plan. Work includes collecting and evaluating traffic data; preparing baseline and future traffic operations analysis; updating transportation improvement project lists, cost estimates and impact fees; and revising transportation policies as needed.

Anticipated Schedule:

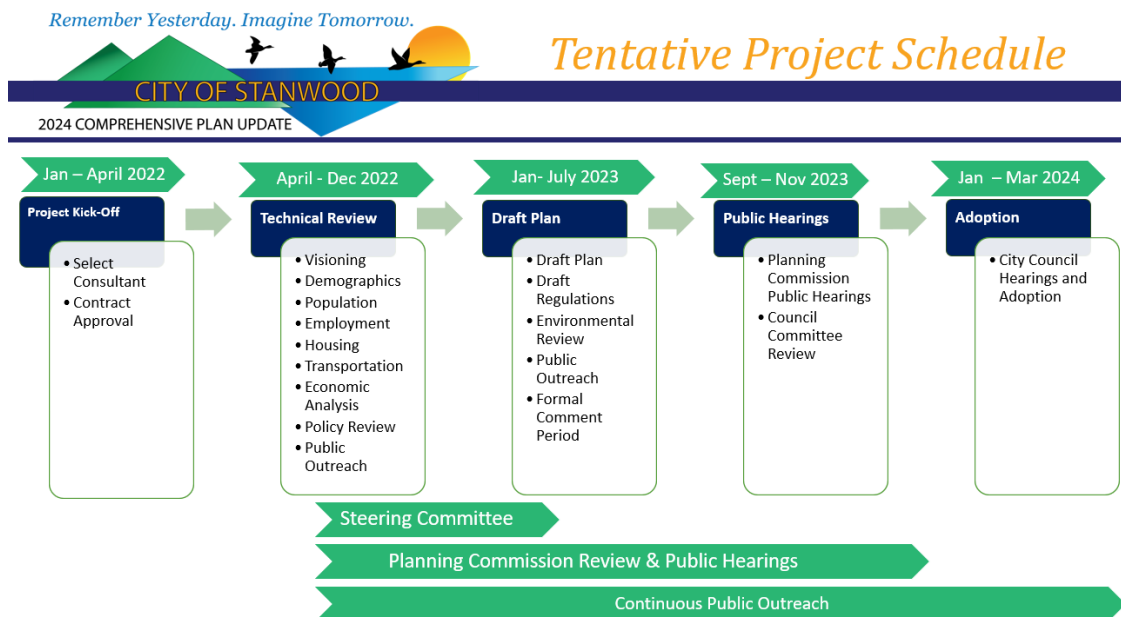
Upon signature of the contract by the Mayor, the city will have authorization to begin working on the project. To accomplish all the work needed to adopt a fully updated plan, the proposed Comprehensive Plan Update has been broken into three distinct planning phases:

- | | |
|----------|--|
| Phase 1: | Fact Finding and Visioning – Public Outreach, Technical Studies and Analysis |
| Phase 2: | Plan Development – Writing the Plan |
| Phase 3: | Plan Adoption – Formal Public Hearings and Adoption Process |



It is the goal of the city to adopt the Comprehensive Plan by the end of March 2024 – leaving a three-month buffer for unforeseen circumstances. Work will be completed over a two-and-a-half-year period using the following tentative schedule as a guide.

- 2022: Phase 1 – Fact Finding and Technical Analysis
- 2023: Phase 2 and Phase 3 – Draft Plan and Environmental Review
- 2024: Phase 3 – Public Hearings and Plan Adoption



FINANCIAL IMPACT

Fiscal Impact

The City's 2021/2022 budget and work plan includes the Comprehensive Plan Update project. The budget for this work was prepared prior to the 2021 and 2022 state legislative sessions adding new mandates to comprehensive planning which significantly impacts the project budget. In addition, much of the work included in the scope of work of was anticipated to be completed by staff at the time the budget was prepared. Since then, the city's senior planner resigned, and that position has not been

refilled. It is the intent use consultants to fill in the work gap and not rehire that position at this time. In addition, state grant funds will help off-set the full cost of the Comprehensive Plan update.

<i>Consultant Work</i>	<i>Amount</i>
Blueline Group Team	
Task A: Economic Analysis	\$54,800
Task B: Comp Plan Update	\$131,700
Task C: Public Participation	\$47,400
Task D: Environmental Review	\$28,600
Task E: Project Management	\$62,700
Task F: Optional Park Plan Update	\$30,000
TranspoGroup – Transportation Plan	\$95,000
Total Project Cost:	\$450,200

<i>Funding Source</i>	<i>Amount</i>
2022 Budget	\$145,000
2022 Commerce Grant	\$80,000
2022 Senior Planner Savings	\$100,000
2023 Budget (Proposed)	\$125,200
Total:	\$450,200

<i>Anticipated Spend Down Rate</i>	<i>Amount</i>
2022	\$204,300
2023	\$223,500
2024	\$22,400
Total:	\$450,200

There are sufficient funds in the 2022 budget to start the work, but the 2023 / 2024 budget will need to include additional funds to complete the project. In addition, the Washington State Legislature is working on additional funding for cities to complete the climate change work; additional state funding may be pending which will help off set some of the city's costs to complete the update.

Fund(s):	Community Development Department Professional Services: 558.60.41.00		
Amount:	\$145,000.00 Prof Services \$80,000 Commerce Grant	Project Estimate:	\$450,200.00
Budget Authorized	☒ Yes ☐ No	Amendment Required	☒ Yes ☐ No ☒ Monitor

RECOMMENDATIONS

Updating the Comprehensive Plan is a state mandate. Updating the Comprehensive Plan in accordance with state law and the Puget Sound Regional Council Vision 2050 is required to be eligible for state grants and transportation funding.

The proposed work plan, tentative project schedule, public participation plan and visioning effort has been shared with the Community Development Committee who are supportive of the project approach.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the contract with Blue Line Group and TranspoGroup to prepare the necessary updates to the Comprehensive Plan.
2. Direct staff to make changes to the scope of work and/or cost proposed for these services.
3. Do not proceed with the project at this time.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH BLUELINE GROUP IN THE AMOUNT OF \$355,200 TO PREPARE THE STANWOOD 2024 COMPREHENSIVE PLAN IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK.

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH TRANSPGROUP IN THE AMOUNT OF \$95,000 TO UPDATE THE TRANSPORTATION ANALYSIS FOR 2024 COMPREHENSIVE PLAN UPDATE IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK.

Steps	Tasks/Deliverables	Responsible Party		Hours	Fees	Estimated Timeline	
		Primary	Support	Combined	Combined	Start Date	End Date
Phase 1 - Economic Analysis of Land Use Options							
1.1	Existing Conditions Analysis	FCS	--	40	\$ 7,613	3/14/2022	5/31/2022
1.2	Demographic Profile (county level)	FCS	--	28	\$ 3,094	6/1/2022	9/30/2022
1.3	Economic Analysis and Land Use Options	FCS	City	34	\$ 5,716	3/14/2022	9/30/2022
1.3.1	Identify areas for development opportunity	FCS	LDC	68	\$ 17,112	3/14/2022	9/30/2022
1.3.2	Data analysis with reference to the 2021 Snohomish County Buildable Lands Report (including GIS maps)	LDC	City	44	\$ 4,324	3/14/2022	7/31/2022
1.3.3	Strategize economic growth for downtown	FCS	City	40	\$ 8,096	3/14/2022	9/30/2022
1.3.4	Re-evaluate land use designations synergy with existing zoning designations, and future zones	FCS	LDC	51	\$ 8,832	3/14/2022	9/30/2022
Phase 1 - Totals				305	\$ 54,800		
Phase 2 - Comprehensive Plan Update							
2.1	Analysis of 2015 Plan	Blueline	--	26	\$ 4,350	3/14/2022	5/31/2022
2.1.1	Identify outdated, redundant, and inconsistent background text (overall appearance, cohesively updating)	Blueline	--	8	\$ 1,300	3/14/2022	5/31/2022
2.1.2	Policy consistency with wider legislation (GMA, CWPPs, etc.)	LDC	--	26	\$ 5,716	3/14/2022	5/31/2022
2.1.3	Rough outline of updated comp plan (conceptual content flow)	Blueline	City	16	\$ 2,680	6/1/2022	7/1/2022
2.2	Draft Community Vision	Blueline	City	11	\$ 1,910	8/1/2022	10/31/2022
2.3	Redesign Comprehensive Plan document (software template)	Blueline	--	20	\$ 3,340	6/1/2022	10/31/2022
2.3.1	Illustrations and graphics/layout	Blueline	--	30	\$ 5,410	3/1/2023	7/1/2023
2.4	Update outdated Sections (text & content)	Blueline	--	48	\$ 8,690	1/1/2023	7/1/2023
2.4.1	Internal QC of updated sections	Blueline	--	8	\$ 1,560	7/15/2023	7/31/2023
2.5	Evaluate land use growth alternatives	LDC	FCS, Blueline	37	\$ 10,464	10/1/2022	2/1/2023
2.6	Update City demographics (visuals and graphics)	Blueline	FCS	16	\$ 2,900	3/1/2023	7/1/2023
2.7	Prepare population, land use, housing, & economic estimates	Blueline	FCS	18	\$ 3,704	10/1/2022	12/31/2022
2.8	Update Comprehensive Plan Elements, Associated Policies, Appendices	LDC	FCS, Blueline	23	\$ 4,899	1/1/2023	7/1/2023
2.9	Re-Evaluate Zoning Overlay Strategy (integrate into zoning regulations?)	LDC	--	11	\$ 2,645	10/1/2022	12/31/2022
2.10	Conduct City-wide survey needs assessment	Blueline	--	5	\$ 850	8/1/2022	10/31/2022
2.11	Update Capital Facilities Element	LDC	City, Transpo	36	\$ 8,660	7/1/2023	10/31/2023
2.12	Climate Change Element (HB1099)	LDC	Blueline	51	\$ 9,544	7/1/2023	10/31/2023
2.13	Transportation Element Update	Transpo	Blueline	8	\$ 1,562	?	?
2.14	Integration of Additional Elements	Blueline	--	8	\$ 1,450	6/1/2023	7/20/2023
2.15	Write and edit a cohesive comprehensive plan document including internal review/QC	Blueline	LDC, FCS	122	\$ 25,406	1/1/2023	7/20/2023
2.16	Comprehensive QC of document	Blueline	--	12	\$ 2,330	7/21/2023	7/31/2023
2.17	Mapping, Graphics, & Photographs	Blueline	City	62	\$ 10,450	10/1/2022	3/1/2024
2.18	Draft 1 submission to City	Blueline	--	2	\$ 340	7/17/2023	7/17/2023

2.18.1	Comment review, response, reconciliation, and edits	Blueline	LDC, FCS	18	\$ 4,034	7/31/2023	9/30/2023
2.19	Draft 2 submission to City	Blueline	--	2	\$ 340	9/11/2023	9/11/2023
2.19.1	Comment review, response, reconciliation, and edits	Blueline	LDC, FCS	10	\$ 2,137	9/25/2023	10/27/2023
2.2	Pre-Final Draft	Blueline	--	2	\$ 340	10/30/2023	10/30/2023
2.20.1	Comment review, response, reconciliation, and edits	Blueline	LDC, FCS	9	\$ 1,815	11/13/2023	12/15/2023
2.21	Final Draft	Blueline	--	3	\$ 570	12/18/2023	12/18/2023
2.21.1	Comment review, response, reconciliation, and edits	Blueline	LDC, FCS	8	\$ 1,702	1/15/2024	2/23/2024
2.22	Final Submission	Blueline	--	3	\$ 600	2/26/2024	2/26/2024
Phase 2 - Totals				659	\$ 131,700		
Phase 3 - Public Participation				3			
3.1	Public Participation/Community Involvement	Blueline	--	11	\$ 1,910	6/1/2022	3/1/2024
3.1.1	Public participation plan	City	Blueline	0	\$ -	3/1/2022	4/1/2022
3.1.2	Prepare Outreach Materials	Blueline	--	20	\$ 3,500	6/1/2022	6/1/2023
3.1.3	Coordination with stakeholders, agencies, and local groups (steering committee)	Blueline	City	62	\$ 11,485	6/1/2022	12/1/2023
3.1.4	In-Person Public Participation Activities x3 (community events, open house, etc.)	Blueline	LDC, FCS	38	\$ 6,825	6/1/2022	6/1/2023
3.1.5	Virtual Public Participation x5 (online open house, surveys, etc.)	Blueline	LDC	35	\$ 6,100	4/1/2022	3/1/2024
3.2	Milestone Presentations to Planning Commission (7)	Blueline	LDC, FCS	58	\$ 10,283	3/14/2022	4/1/2024
3.2.1	Present to City/Council/Commission - virtual (3)	Blueline	LDC, FCS	18	\$ 3,270	3/14/2022	4/1/2024
3.2.2	Present to City/Council/Commission - in-person (4)	Blueline	LDC, FCS	22	\$ 3,960	7/1/2022	3/1/2024
Phase 3 - Totals				264	\$ 47,300		
Phase 4 - Environmental Review				18			
4.1	Environmental Scoping	Blueline	Raedeke	6	\$ 1,070	7/1/2023	7/31/2023
4.2	Prepare SEPA Documentation	Blueline	Raedeke	10	\$ 1,790	8/1/2023	11/30/2023
4.3	Issue Environmental Determination	City	Blueline	4	\$ 720	5/1/2023	4/30/2024
4.4	EIS contingency funds and optional scope change	Blueline	Raedeke	0	\$ 25,000	5/1/2023	4/30/2024
Phase 4 - Totals				20	\$ 28,600		
Phase 5 - Project Administration/Management				10	\$ -		
5.1	Coordination with City Staff Through Adoption and Certification	Blueline	--	16	\$ 2,680	3/14/2022	4/1/2024
5.1.1	48 Online Meetings (2x per month throughout project April 2022 to April 2024) -30 mins each; including some pre-views of drafted report sections -Blueline and City to attend 100% of meetings -LDC to attend 50% of meetings -FCS to attend 30% of meetings	Blueline	LDC, FCS	104	\$ 19,236	3/14/2022	4/1/2024
5.1.2	Administration for 48 online meetings (scheduling, agendas, meeting minutes, actionable items, etc.)	Blueline	--	60	\$ 10,010	3/14/2022	4/1/2024

5.1.3	3 Online Meetings to work with Transportation Consultant (Transpo) -30 mins each -Blueline to attend 100% of meetings; LDC to attend 60% of meetings -1 meeting to coordinate effort and integrate material into comp plan -1 meeting to collaborate on capital facilities element of comp plan -1 meeting to address draft comments and revisions	Blueline	LDC, Transpo	8	\$ 1,516	3/14/2022	4/1/2024
5.1.4	Subconsultant communications/collaboration (52 online meetings for 45 mins each)	Blueline	LDC, FCS	84	\$ 17,125	3/14/2022	4/1/2024
5.2	Comprehensive Plan Project Progress Communication (24 Billing/Invoicing Cycles)	Blueline	--	38	\$ 7,130	10/1/2022	3/1/2024
Phase 5 - Totals				310	\$ 57,700		
Expenses - Materials, Mileage, etc.					\$ 5,000		
TOTAL without Phase 6				1,558	\$ 325,100		
Phase 6 -PROS Plan Update (Optional = \$30,000 contingency)				84			
6.1	Evaluate Exisiting PROS Plan	Blueline	City	8	\$ 1,609	3/14/2022	4/1/2024
6.2	Limited Inventory update	Blueline	City	19	\$ 3,371	1/1/2023	7/1/2023
6.3	Public Outreach (some outreach to be done in conjunction with comp plan effort)	Blueline	City	23	\$ 4,135	1/1/2023	7/1/2023
6.4	Prioritize exisiting CIP list	Blueline	City	15	\$ 2,686	7/1/2023	10/1/2023
6.5	Draft PROS Plan updates	Blueline	City	64	\$ 11,430	7/1/2023	10/1/2023
6.6	Review/Revise updates	Blueline	City	21	\$ 3,793	9/11/2023	10/27/2023
6.7	Finalize updates to PROS Plan (including the addition of some City provided photos)	Blueline	City	16	\$ 2,936	12/18/2023	1/15/2024
Phase 6 - Totals				166	\$ 30,000		
TOTAL with Phase 6				1,724	\$ 355,100		

Approximate Annual Fees	w/o Phase 6	w/ Phase 6
2022	\$ 144,300	\$ 144,300
2023	\$ 165,700	\$ 188,200
2024	\$ 14,900	\$ 22,400
Total	\$ 325,000	\$ 355,000

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

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and The Blueline Group, LLC a Washington Limited Liability Company ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services with land use planning services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on March 14, 2022 and shall terminate at midnight, December 31, 2024. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the

Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the

firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant

has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in **Exhibit B:**

**FCS Group,
LDC, Inc.**

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$_____ without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

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

ARTICLE V. GENERAL

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

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

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

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

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

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

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

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

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

V.5 SEVERABILITY

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

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

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

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

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

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

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

DATED this _____ day of _____, 201__.

CITY OF _____

The Blueline Group, LLC

By _____
_____, Mayor

By Robert Dahn, Project Manager

Approved as to form:



_____, City Attorney

Project Name: Stanwood Comprehensive Plan Periodic Update
Effective Date: March 14, 2022

Job #: 22-007

PROJECT UNDERSTANDING

The effort to perform an 8-year Periodic Update to the City of Stanwood's Comprehensive Plan entails a significant amount of coordination, communication, and public participation from all facets of the community. It is unlike any other priority currently facing the City. With that in mind, it is critical to bring together the right team to work alongside the City to help guide present and future growth in a more dynamic and equitable manner.

We also clearly understand the intent of the City's approach is to produce a more accessible, narrative-based plan that allows for a high degree of understanding from the typical reader.

Blueline will lead this project and coordinate efforts between the City, community, and the partnering firms to provide the focus on plan redesign, graphics, policy analysis, plan integration, public participation, and environmental review.

For this proposal, FCS GROUP will be responsible for the Economic Analysis of Land Use Options, and prepare population, land use, housing, and economic estimates for the five-, ten- and twenty-year planning horizons and consider future growth trends for the City's eastern urban growth area.

LDC will lead the evaluation of land use growth alternatives, perform internal and external consistency analysis, reevaluate zoning overlay strategies, and update the capital facilities element.

Subconsultant Raedeke will be on hand to assist in any necessary environmental review support as needed.

SUMMARY OF FEES

PHASE	PHASE NAME	AMOUNT
1	Economic Analysis of Land Use Options	\$54,800
2	Comprehensive Plan Update	\$131,700
3	Public Participation	\$47,400
4	Environmental Review	\$28,600 (includes \$25,000 contingency)
5	Project Administration/Management	\$57,700
6	PROS Plan Update (Optional)	\$30,000

Phase 1 Economic Analysis of Land Use Options

Fee: Time & Expense (Estimated \$54,800)

1.1. Existing Conditions Analysis

The consultant team will compile and review background planning documents, studies and reports that provide context for the Comprehensive Plan Update. To establish a foundation for the existing conditions assessment, consultant will obtain input from City regarding recent and future proposed development in the City, and related assumptions pertaining to:

- Allowable housing density and affordable housing mix assumptions;
- Method for determining new redevelopment opportunities, including identification of vacant, part-vacant, and potential redevelopment tax lots;
- Market value of current and future development;
- Current and future assessed valuation levels for land, personal property and improvements associated with development;
- Roadway and infrastructure construction cost to accommodate planned development;
- Existing and future population, housing, and employment.
- Land Use Development Scenarios that comply with the Washington State Growth Management Act (GMA) and the Puget Sound Regional Council Policy Vision 2050.

1.2. Demographic Profile

A current effort under a separate scope is the creation of a Housing Needs Assessment (HNA) which is the first step in the City's preparation of a Housing Action Plan. The HNA will result in a profile of current demographic and socio-economic trends in the City. This analysis will include important metrics including population trends, household size characteristics, current and projected employment, income levels, education, race, and commute patterns. To reduce redundancy, this task will reuse and reformat the data and analysis resulting from the HNA as appropriate for the Comprehensive Plan Update.

1.3. Economic Analysis of Land Use Options

During this task, the consultant team will review market conditions using a mix of primary data research and input from developers and real estate brokers. Current market conditions and new development opportunities for housing, commercial and mixed-use development will be documented for up to three land use options. The analysis will entail a review of current housing and commercial vacancy rates, rental/lease rates, sales prices, and amenities offered in other locations. These analytical tasks, along with stakeholder input, will inform the formulation of land use policies and strategies. Policy recommendations will be reviewed by City staff and refined based on their input.

1.3.1. Identify areas for development opportunity

This will be based on interview input combined with an analysis of vacant and re-developable lands (GIS data and maps) within the City and urban service area, utilizing input from the 2021 Snohomish County Buildable Lands report. This analysis is intended to project the demand for, and specifically the type and intensity of, market-driven development during the analysis timeframe.

1.3.2. Data analysis with reference to the 2021 Snohomish County Buildable Lands Report

This task includes a detailed analysis to provide a summary of existing conditions and supply of land available for development. It considers current land use patterns, zoning, vacant lands, and redevelopment opportunities using input from the 2021 Snohomish County Buildable Lands report, with local City staff annotations and findings from Subtask A.3.1.

1.3.3. Strategize economic growth for downtown

Building upon findings from prior tasks, we will provide a technical Memorandum that depicts market-supportable demand forecasts for housing, commercial, and office/service space in downtown. A “trends, barriers, and opportunities” analysis aimed at assessing existing strengths and weaknesses while highlighting opportunities for future redevelopment. A financial analysis will be conducted for up to three development prototypes (such as vertical housing over mixed use) with and without various land use development, parking policies and financial incentives. This market and financial assessment will help determine how to encourage private investment of underutilized land, fund/finance required public facilities and optimize private development.

1.3.4. Re-evaluate land use designations

Based on the findings and analysis of various public policy strategies, the Consultant team will identify locations for improved synergies among land use, transit, parking, and public facilities. This will include empirical methods to evaluate potential changes to current zoning designations along with new land use zones that would help leverage private investment in attainable-priced housing. The findings will include a list of specific community development strategies and policies that could facilitate desired redevelopment. Resulting development forecasts (20-year forecast by five-year increments) will be prepared for up to three land use options.

DELIVERABLES

Deliverables for this phase are:

- Existing Conditions Memo
- Demographic Profile Memo
- Draft Economic Analysis
- Final Economic Analysis

ASSUMPTIONS AND EXCLUSIONS

The scope and fee for this phase includes the following assumptions and exclusions:

- There will be (3) City staff project team review meetings (virtual) to review study results at key milestones.
- There will be (1) workshop with City Council to present the study results and incorporate feedback.

Phase 2 Comprehensive Plan Update

Fee: Time & Expense (Estimated \$131,700)

2.1. Analysis of 2015 Plan

Update the Comprehensive Plan Elements, associated policies, and appendices to reflect past changes, future trends, and desired outcomes of the community to ensure internal and external consistency.

Re-evaluate the zoning overlay strategy and determine if the overlays are necessary or if they can be integrated into the city's zoning regulations.

2.1.1. Identify outdated, redundant, and inconsistent policies and background text

This task includes identifying outdated, redundant, and inconsistent policies and background text within the existing document and recommend fresh approaches to develop a more user-friendly document that contains relevant data in both graphics and text that relays information in a non-statistical format.

2.1.2. Policy consistency with wider legislation (GMA, CWPPs, etc.)

Building on the analysis of the existing texts and policies, this effort strives to generate policy consistency with applicable wider legislation (GMA, CWPPs, etc.). This task will also consider the specific applicability and process of implementing legislation with the City's unique opportunities and challenges.

2.1.3. Rough outline of updated comprehensive plan report

This effort will focus on creating a conceptual content flow for the updated comprehensive plan while considering the analysis of the previous tasks.

2.2. Draft Community Vision

We will prepare and conduct a community visioning exercise as kickoff to the update of the Stanwood Comprehensive Plan Update effort. This visioning process will initiate the greater public outreach program for the City's intent to update its Community Vision Statement as well as the goals and policies for each Comprehensive Plan element. Since the City's Vision Statement was last updated in 2015, it is necessary to evaluate how and where these existing vision statements require improvements and updates to better reflect the values and priorities for how the City wishes to grow and develop into the next 20 years. As the previous visioning work produced an emphasis on creating choices for a balance of

residential and commercial growth, we will first revisit that intent of the community to reaffirm past vision priorities and then help determine new priorities in these and other areas of focus. We understand this visioning process will be sensitive to the small-town culture and the pride of the community in the way it lives. Our intent for the visioning process is to come at the effort from three sides – outreach to a stakeholder’s group of business and development interests, the general public at large, and the City leadership and its appointed Citizens Advisory group. These efforts can run concurrently or sequentially, depending on the City’s desire.

2.3. Redesign Comprehensive Plan Document (software template)

Building on the identified vision, economic analysis, and community input this task collates the known information to create a cohesive document template to allow to produce a visually appealing report. Redesign the Comprehensive Plan document, including development of the format and layout, as well as production of high-quality illustrations and graphics. This re-design should be reader-friendly, graphically engaging, and tell the story of Stanwood’s past and future. A draft of the template will be submitted to City staff for review and approval prior to incorporating the main body of text.

2.3.1. Illustrations and graphics/layout

This effort will focus on deliberately incorporating visuals and graphics for the new comprehensive plan including but not limited to photographs, data visualizations, and maps.

2.4. Update Outdated Sections (text & content)

Building on the collected information from the analysis of the 2015 plan, stakeholder input, and other applicable data this effort includes revising and updating the sections of the 2015 Comprehensive Plan elements the City wishes to remain.

2.4.1. Internal QC of Outdated Sections

This quality control effort will ensure cohesion and a one-voice narrative for the City’s plan.

2.5. Evaluate land use growth alternatives

This effort will build upon Task A.3 and include development of land use growth alternatives which will implement population and employment allocations adopted within the Countywide Planning Policies (CPPs). Targets adopted within the CPPs are consistent with Vision 2050. Growth alternatives will be based on additional capacity needed to support updated targets for both population and employment. For population, we will also analyze options in context with new Housing Element requirements.

2.6. Update City demographics (visuals and graphics)

Building on the collected information and data this effort generates data visuals for the city demographics.

2.7. Prepare population, land use, housing, & economic estimates

Taking information prepared in Task A.2, prepare population, land use, housing, and economic estimates for the 5, 10, and 20-year planning horizons. This work will also consider land use options and future growth trends for the City's eastern urban growth area.

2.8. Update Associated Policies, Goals, & Appendices to ensure consistency (comparison tables)

Building off Task B.1 and B.4, update the Comprehensive Plan Elements, associated policies, and appendices to reflect past changes, future trends, and desired outcomes of the community to ensure internal and external consistency. Proposed policy changes will also reflect consistency with the CPPs and state law changes since the last update.

2.9. Re-Evaluate Zoning Overlay Strategy

This effort will include re-evaluating the zoning overlay strategy to determine if the overlays are necessary or if they can be integrated into the city's zoning regulations. This process will be synced with Task B.5 so this can be evaluated in context with other land use growth alternatives. Where appropriate, this task will also coordinate with Title 17 code changes.

2.10. Conduct City-wide survey needs assessment

Prepare and conduct a city-wide survey to obtain community feedback on needed infrastructure improvements such as road and drainage improvements. This will likely be incorporated into the overall public participation effort described in Task C. Results will be used to update the Capital Facilities Element.

2.11. Update Capital Facilities Element

Utilizing the information obtained from the survey and other sources, update the Capital Facilities Element and prepare capital facility project worksheets for the 6 year and 20-year Capital Improvement Project lists. Worksheets will include project descriptions, high-level cost estimates including design and permitting costs, and maps showing location of the projects. Updated plan will be synced with the land use alternatives And prepared to meet the requirements of RCW 36.70A.070(3) and implementing rules.

2.12. Climate change policy changes and new element (HB 1099)

Based upon ESSHB 1099 and implementing guidance provided by the Dept. of Commerce, new and revised policy changes to existing elements and a new Climate Change and Resiliency Element will be developed.

New or revised policies being proposed will also be reviewed for consistency with the newly adopted Countywide Planning Policies, which contains new climate change policies.

Review of existing elements will include the land use and transportation element. The transportation elements is being scoped separately. The Land Use Element will be reviewed, and policies developed and considered that give special consideration to achieving environmental justice. In addition, the land

use element will be reviewed to ensure it will not result in creating or worsening environmental health disparities. The Land use element will also be reviewed for ways to reduce vehicle miles traveled within the jurisdiction, but without increasing greenhouse gas emissions.

In addition, a new Climate Change and Resiliency Element will be developed consistent with the ESSHB 1099 and implementing guidance provided by the Dept. of Commerce. This will also include a greenhouse gas emissions sub-element as outlined by the bill. The climate change and resiliency element policies will be designed to result in reductions in overall greenhouse gas emissions and enhance resiliency to and avoid the adverse impacts of climate change. Specific actions will be identified which will be implemented during the planning period.

2.13. Transportation Element Update

Under a separate contract, Transpo will prepare a Transportation Master Plan and will take the relevant to draft the body of the Transportation Element for the Comprehensive Plan Update. We will incorporate and reformat as necessary the draft into the plan.

2.14. Integration of Additional Elements

This will involve integration of existing plans that have been completed under separate contracts into their applicable elements. The plans are as follows: Housing Action Plan; Shoreline Master Program; Parks, Recreation, and Open Space Plan; Downtown Plan; City Beautification Action Plan; Comprehensive Sewer System Plan; Comprehensive Water System Plan; and Stormwater Comprehensive Plan. See Assumptions and Exclusions of Task B for additional details.

2.15. Write and edit a cohesive comprehensive plan document

This effort consists of writing of additional sections and content that were not included in the 2015 update. This also includes modifying the entire plan document to ensure a readable, cohesive narrative reflective of the City and formatting the document to ensure visual consistency in the plan as well as a usable document that is easy to navigate and understand.

2.16. Comprehensive QC of document

This task involves a thorough, internal quality control review of the entire comprehensive plan document prior to the first full draft submittal in Task B.17.

2.17. Mapping and Graphics

Prepare all GIS maps and graphics in a reader-friendly format that applies a consistent theme, style, and color scheme and applies innovative approaches when appropriate.

2.18. Draft 1 submission to City

Prepare and submit the draft document to the City for comments.

2.18.1. Comment review, response, reconciliation, and edits

This effort will ensure City comments are reviewed, incorporated, and answered.

2.19. Draft 2 submission to City

Prepare and submit the draft document to the City for comments.

2.19.1. Comment review, response, reconciliation, and edits

This effort will ensure City comments are reviewed, incorporated, and answered.

2.20. Pre-Final Draft

Prepare and submit the draft document to the City for comments.

2.20.1. Comment review, response, reconciliation, and edits

This effort will ensure comments are reviewed and incorporated.

2.21. Final Draft

Prepare and submit the final draft document to the City for comments.

2.21.1. Comment review, response, reconciliation, and edits

This effort will ensure comments are reviewed and incorporated.

2.22. Final Submission

Prepare and submit the final document.

DELIVERABLES

Deliverables for this phase are:

- Draft and final comprehensive plan document template
- Draft and final updated elements
 - Land Use
 - Housing
 - Economic Development
 - Capital Facilities
 - Transportation
 - Utilities
 - Natural Features
 - Parks, Recreation, and Open Space
 - Shoreline Management
- Draft vision statement, goals, and policies
- Four (4) full plan drafts for comments
- One (1) final submission

ASSUMPTIONS AND EXCLUSIONS

The scope and fee for this phase includes the following assumptions and exclusions:

- City staff will provide support in the form of review and input on all drafts.
- Task B.14 assumes the following plans which have been completed under separate contracts will be integrated into applicable elements as follows:

Existing Plan	Year Updated/ To Be Updated	Applicable Element(s)
Housing Action Plan	2023	Housing
Shorelines Master Program	2019	Shoreline; Natural Features
Parks, Recreation, and Open Space Plan	2018 (or 2022; see Phase F)	Parks, Recreation, and Open Space
Downtown Plan	2015	Economic Development
City Beautification Action Plan	2020	Economic Development
Comprehensive Sewer System Plan	2022	Utilities; Capital Facilities
Comprehensive Water System Plan	2022	Utilities; Capital Facilities
Stormwater Comprehensive Plan	2022	Natural Features; Capital Facilities

Phase 3 Public Participation

Fee: Time & Expense (Estimated \$47,400)

3.1. Analysis of 2015 Plan

In order to involve the broader community in the work to update the 20-year Comprehensive Plan, we will facilitate a series of outreach efforts to provide information sharing and seek to gather feedback and input from various realms of the community: a stakeholder's group of business and development interests, the general public at large, and the City leadership along with its appointed Citizens Advisory group. In addition, consultations, information sharing, and coordination with jurisdictional agencies, affected agencies, and private professional and service organizations will also occur within this community outreach exercise.

3.1.1. Public Participation Plan

This task includes reading, updating, and revising the City provided PPP.

3.1.2. Prepare outreach materials

This task includes preparing mailers, online announcements, and other outreach materials.

3.1.3. Coordination with stakeholders, agencies, and local groups

This task strives to aid communication and collaboration between project members. Said effort includes identifying stakeholders, harnessing community momentum, and consistent information distribution throughout the length of the project. This effort also includes gathering community buy-in and input for the Preferred Vision. This task also includes six (6) 2-hour meetings with the Steering Committee.

3.1.4. In-Person Public Participation Activities x3 (community events, open house, etc.)

Building on the coordination and gathered information, this task includes in-person community engagement geared to reach diverse community members. This effort includes on-site presence from the consultant team.

3.2. Presentations

This task assumes up to six (6) presentations of various drafts of the project deliverables to City staff/Planning Commission/City Council.

DELIVERABLES

Deliverables for this phase are:

- Public Participation Plan
- Outreach Materials

ASSUMPTIONS AND EXCLUSIONS

The scope and fee for this phase includes the following assumptions and exclusions:

- COVID-19 restrictions and concerns will not disallow in-person public participation.
- City staff will select members of the Steering Committee.

Phase 4 Environmental Review

Fee: Time & Expense (Estimated \$28,600) – includes contingency funds (D.4)

4.1. Environmental Scoping

Work with the City to determine the appropriate SEPA review process. Depending on the required SEPA review process, the scope of this task may change since for now it assumes a SEPA checklist and determination of non-significance. Contingency funds have been set aside in Task D.4 if a more involved, complex SEPA process is required.

4.2. Prepare SEPA Documentation

Prepare all SEPA documentation depending on the type of review required, including completing required checklists and providing the City with a draft determination.

4.3. Issue Environmental Determination

The City will issue the SEPA determination. Blueline will assist in preparation of materials required for the determination, such as preparing public noticing materials if needed.

4.4. Environmental review contingency funds and scope change (optional)

Task D.1 will decide whether the funds from this task would need to be utilized. If these funds need to be used, a more detailed scope describing individual tasks and estimated time and expense (noting if funds in excess of the contingency are required) will be prepared and provided to the City for approval.

DELIVERABLES

Deliverables for this phase are:

- SEPA scoping memo
- Draft and Revised SEPA Checklist
- Draft and Revised SEPA Determination

ASSUMPTIONS AND EXCLUSIONS

The scope and fee for this phase includes the following assumptions and exclusions:

- SEPA documentation will only include preparation of a SEPA checklist.
- The SEPA determination will be a Determination of Non-significance (DNS).
- As lead agency, the City will issue the SEPA determination.
- Responding to SEPA appeals, if any, is excluded from this phase.
- There is no guarantee the contingency amount will be able to cover the full amount required to implement the necessary SEPA tools.

Phase 5 Project Administration/Management

Fee: Time & Expense (Estimated \$57,700)

5.1. Coordination with City Staff Through Adoption and Certification

During the process, it will be important to interact frequently with City staff to ensure that the findings and recommendations reflect approaches that are understood and can be implemented within the City's administrative practices. It will also be important to address emergent issues, surface potential obstacles early, and employ strategies to meet project goals and schedule. A schedule of meetings and deliverables will be created to keep the project on track.

5.1.1. 48 Online Meetings (2x per month throughout project April 2022 to April 2024)

This task includes forty-eight (48) 30-minute conference calls between the consultant team and the City staff.

5.1.2. Administration for 48 online meetings

This task includes preparing agendas, meeting minutes, actionable tasks as well as scheduling.

5.1.3. Three Online Meetings to work with Transportation Consultant (Transpo)

This task includes three (3) 30-minute conference calls between the consultant team and the Transportation Consultant.

5.1.4. Subconsultant communications/collaboration

This task includes fifty-two (52) online meetings for 45 mins each to ensure consistent, efficient collaboration between all members of the consultant team.

5.2. Comprehensive Plan Project Progress Communication

This task includes the invoicing and billing for 24 months.

DELIVERABLES

Deliverables for this phase are:

- Schedule of meetings and deliverables
- Agendas and meeting minutes

ASSUMPTIONS AND EXCLUSIONS

The scope and fee for this phase includes the following assumptions and exclusions:

- All meetings and project administration tasks will be done virtually.

General Assumptions and Notes

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

Phase 6 PROS Plan Update (Optional)

Stanwood's PROS Plan was updated in 2018. Given the 6-year update cycle recommended by planning policy guidelines from the WA Recreation and Conservation Office (RCO), a revised plan is needed in the Spring of 2024 to maintain grant eligibility. To this end, this scope and fee estimate for the

comprehensive plan update includes this Phase F as a contingency. This optional undertaking includes the tasks listed below and provides the PROS Plan revisions needed. Including this phase with the comprehensive plan update effort will generate some innate efficiencies regarding public outreach, project timelines, and the parks element of the comprehensive plan. Furthermore, completing Phase F alongside the Comprehensive Plan Update will provide cohesive and updated planning documentation in congruence with policy guidelines.

Fee: Time & Expense (Estimated \$30K)

6.1. Evaluate Existing PROS Plan

The team will review the existing plan to identify needed changes to the content. One (1) summary memo of recommended changes will be provided to the City for approval. The format and layout of the existing plan will not be significantly altered.

6.2. Limited Inventory update

This task includes a limited inventory update utilizing existing data and known changes. One (1) facility survey is included in the scope to assess the quality, performance, and existing site features.

6.3. Public Outreach (some outreach to be done in conjunction with comp plan effort)

In this task, the team will gather public input for the City PROS Plan Update. PROS outreach efforts will coincide with comprehensive plan engagement tasks, and will be outline as part of the public participation. Separately from the comprehensive plan public engagement tasks, two (2) surveys will be coordinated for the PROS Plan Update. One survey designed for stakeholder feedback and the second survey for the public. One (1) survey summary analysis will be prepared.

6.4. Prioritize existing CIP list

The team will review the existing CIP for updates and changes. The CIP will be re-prioritized based on engagement and general updates to the plan.

6.5. Draft PROS Plan Updates

Following the previous tasks, the team will generate draft updates for the PROS Plan.

6.6. Review/Revise updates

This effort includes providing a draft copy to the City and reviewing and revising the plan per comments. Up to two (2) edit review rounds are included in the budget.

6.7. Finalize updates to PROS Plan

This task includes final updates from provided comments and submitting an updated PROS Plan to the Recreation and Conservation Office for review and certification.

DELIVERABLES

Deliverables for this phase are:

- 2018 PROS Evaluation and Proposed Changes Memo
- Public Engagement Results Summary
- Draft and Final Updated PROS Plan

ASSUMPTIONS AND EXCLUSIONS

The scope and fee for this phase includes the following assumptions and exclusions:

- If this phase is implemented, the updated PROS Plan will be integrated into the PROS Element of the Comprehensive Plan in line with Task B.14. Otherwise, the most recent update (2018) will be integrated into the PROS Element.
- It is assumed that the City has a facilities assessment survey that Blueline may utilize to conduct the inventory assessment.
- It is assumed that the City will re-utilize the one (1) LOS standard and will not require an additional standard or supplemental analysis.
- It is assumed the budget for photography and graphics will coincide with the comprehensive plan tasks/budget.
- It is assumed that public meetings or stakeholder events for public engagement will coincide with the comprehensive plan tasks/budget.
- It is assumed no public event materials will be prepared associated with the public outreach task.
- It is assumed that two (2) edit rounds will be included in Task F.5.
- It is assumed that the City will present the final version of the plan in Planning Commission and City Council for approval.
- It is assumed that the City will update the CIP project estimates and confirm the timeline (6 years vs. 20 years).

Attachment A - Scope of Services

Client Name:	City of Stanwood
Project Name:	DRAFT Stanwood Transportation Element and Transportation Master Plan
Exhibit Dated:	February 28, 2022 TG: 1.21010

Background

Transpo has been assisting the City of Stanwood on several transportation-related planning and engineering projects within the City over the past several years. This includes analysis on Main Street, the Main Street Bypass, origin-destination studies, work along 72nd Avenue, and other street speed studies. For these efforts, Transpo has collected data and developed analytical tools for transportation planning purposes. In addition, Transpo developed the 2015 Stanwood Transportation Plan that also included data collection and the development of a travel demand model. Transpo is expecting to leverage all this background knowledge, tools, and data sets to prepare an update of the Stanwood Transportation Plan.

We anticipate that the 2015 Transportation Plan will be divided into two documents in the updated 2022 version. Transpo will work with the City's Comprehensive Plan consultant in preparing the Transportation Element portion of that document. Transpo will also prepare a more detailed Transportation Master Plan that will be referenced in the shorter Transportation Element document. While the changes to the document formats will be substantial, the technical update is expected to be relatively minor. In the following scope we have tried to note how past work is being leveraged to streamline overall efforts.

Scope of Services

Based on discussions with City staff and an initial review of the existing Transportation Element, Transpo Group has prepared the following scope of services in preparing the Transportation Element (TE) to support the City's Comprehensive Plan Update and preparation of a Transportation Master Plan (TMP) for the City. The primary study area will be the City and its Urban Growth Area (UGA).

The scope of services covers the following eight tasks:

1. Existing Conditions Update
2. Traffic Operations Analyses
3. Travel Demand Model Update
4. Transportation Systems Improvement Projects/Programs
5. Transportation Goals/Policies and Level of Service Standard Review and Update
6. Transportation Finance Program and Impact Fee Rate Schedule
7. Transportation Element and Transportation Master Plan Documentation
8. Project Team/Agency Coordination and Public Involvement Support
9. Street Design Standards Update

The consultant will be supported by City staff in conducting and review of the various work elements. Data needs and support from the City are identified for each task.

Task 1. Existing Conditions Update

This task will be used to update the existing conditions inventory and analysis documented in the current Transportation Plan. It will build off of the City's existing data, GIS, and recent and ongoing transportation studies. It will also incorporate results from the expanded and updated traffic operations analyses developed in Task 2. It will highlight changes since the last Transportation Plan was adopted.

Subtask 1A. Review Existing Studies and Plans

The City will confirm recent transportation and land use studies and plans for use by the consultant. These will include subarea plans, corridor transportation studies/plans, development traffic impact studies, aerial photographs, GIS datasets, and similar materials. The consultant will extract relevant information for the update of the Transportation Element. We will discuss potential changes since the time the prior studies were conducted.

Subtask 1B. Assemble and Analyze Traffic Data

In order to establish a solid foundation for the Transportation Element, the consultant will assemble and analyze key transportation system data. These factors will also support development of the traffic operations and travel demand models (Tasks 2 and 3, respectively). The data will be collected from the City of Stanwood, WSDOT, Snohomish County, and other sources, as applicable. The focus of this task will be to update the inventory to reflect changes to the transportation system since the prior Transportation Element was prepared. Transpo will coordinate with Snohomish County GIS on any updated datasets as need, as well as any recent data set developed by RH2.

The following highlights key work elements of this subtask.

Roadway and Intersection Inventory

The consultant will summarize the existing system of roadways and intersections within the City and its UGA and adjacent study area. Transpo will work with the City to confirm changes since 2015.

Traffic Volume Data

A fresh slate of traffic counts will be gathered throughout the city to understand traffic trends since 2015. Both AM and PM peak hour traffic counts will be collected at points throughout the City. The consultant will collect up to 35 AM and PM peak hour turning movement counts at study area intersections for use in the evaluation of traffic trends and travel patterns. Up to 6 additional daily tube counts will also be collected to understand hourly travel patterns. The count locations will be coordinated with the City, and conducted by a traffic count vendor. The count data also will be used in revalidating/recalibrating the travel demand model (Task 3) and traffic operations analyses (Task 2). Existing recent traffic counts will also be assembled from the City, WSDOT, Snohomish County, and Island County. These will be obtained from prior traffic impact studies and data collection conducted as part of other city, state, or county studies.

Origin-Destination (O-D) Study

An origin-destination study was recently conducted using Streetlight Data information. This information provided an understanding of travel patterns within the study area and along state highways. This will be used in recalibrating the travel demand model in Task 3.

Collision Data

The consultant will assemble and analyze collision data from the City, WSDOT, Snohomish County, and Island County for the City and its Urban Growth Area (UGA). The data will cover the most recent three-year period. The primary types and possible causes of the collisions will be identified. Collisions involving pedestrians or bicyclists will also be documented.

Rail

We will work with the City to update any rail related information since 2015. This includes statistics about the Stanwood Amtrak Station use, freight trains, spur traffic, and at-grade crossings.

Transit Service, Ridership, and Transportation Demand Management Programs

We will update the inventory of existing transit routes and facilities serving Stanwood. As available, we will document existing transit ridership. We will also document locations and utilization of park-and-ride lots serving the City. Current paratransit services, commute trip reduction, and other rideshare programs will also be summarized. This will include information about Snow Goose Transit (senior focused transportation).

Pedestrian and Bicycle Facilities

Based on the City's existing plans and data and discussions with City staff, the consultant will document changes to the pedestrian and bicycle facilities since the prior Transportation Element was prepared.

Transportation Improvement Plans

The City's current Six-Year Transportation Improvement Program (TIP) will be reviewed and summarized. This will provide the baseline for the evaluation of future conditions within the City. The consultant also will document WSDOT, Snohomish County, and other agency improvements that may be applicable for the Transportation Element Update.

City Support:

- *Confirm available transportation and land use studies and plans in area*
- *Copies of recent development traffic impact studies*
- *City accident data*
- *City TIP and other improvement project descriptions and status*

Task 2. Traffic Operations Analyses

This task focuses on development and application of a Synchro model for evaluating existing signal timing strategies and short- and long-term transportation improvements.

Subtask 2A – Conduct Existing Operations Analysis

For budgeting purposes, it is assumed that the consultant will be responsible for coding up to 35 intersections in the model. Much of this will be develop from past work within the City, and updated with the data collected in Task 1. Using the Synchro model, existing levels of service will be calculated. The measures of effectiveness reported would include intersection levels of service (LOS) and vehicle delay. Significant traffic queue impacts also will be identified for key intersections. These will be reviewed with City staff.

Subtask 2B – Evaluate Future Baseline Conditions and Alternatives

Using the traffic forecasts described in Task 3, future baseline LOS will be calculated. Similar to the existing conditions summary, future intersection operations will be summarized using similar metrics.

The Synchro model will be modified to reflect the recommended future transportation improvements identified for the Transportation Element update. The Synchro analysis will be used to further refine the improvements and assist in evaluating the overall improvements to the transportation system.

City Support:

- *Traffic signal timing for City signals (if changed)*
- *Review and input on results of existing and forecast traffic operations analyses*

Task 3. Travel Demand Model Update

An updated travel demand forecasting model will be developed covering the City and its UGA. This will be a minor update with new land use and updated network as needed. The model will be based on weekday PM peak hour conditions. The base year for the calibration model will be 2022. The forecast year of the model will be consistent with the Comprehensive Plan update.

Update of the model will include the following items:

Subtask 3A - Assemble Existing and Forecast Land Use

Land use data for base year and future year will be assembled for each TAZ based on the updated land use prepared for the new Comprehensive Plan (in other words, City will provide land use to Transpo). The land use data will be stratified into households, employment.

Subtask 3B – Update Base Year Model

The 2022 base year Stanwood travel demand model will be developed by updating the original 2015 version. This involves updating the inputs of the model (land use, street network, intersection control types) and confirming that the new outputs (traffic assignments) are a valid representation of current traffic volumes (based on new traffic counts). We will also confirm that recent origin-destination patterns from the O-D study are reflected adequately in the model. Model parameters such as trip generation rates, trip distribution factors, and external trip assumptions may need to be updated to better match 2022 traffic counts and traffic patterns.

Subtask 3C - Prepare Future Traffic Forecasts

The future land use data will be input into the model along with the planned transportation improvements to generate future PM peak hour traffic volumes. The resulting forecasts will be reviewed for reasonableness and adjustments will be made, if needed. This task assumes a future baseline and several alternative scenarios. We will coordinate with Blueline on the assumptions for the land use scenarios.

Subtask 3D - Model Documentation

Documentation of the model will focus on summaries of data, model parameters, calibration results, and resulting forecasts. The documentation will include brief text with associated tables, graphics, and charts. This will be a minor update from the 2015 documentation.

City Support:

- *Review and refine existing and future land use estimates for the City and its UGA by TAZ, with coordination with Blueline*
- *Identification of future baseline projects and alternative network scenarios*
- *Input on alternative networks*

Task 4. Transportation Systems Improvement Projects/Programs

This task will focus on defining the City's transportation systems improvement needs. It will build off of the existing conditions, travel forecasts, and operations analyses. We will also review gaps in the multimodal transportation system when developing recommendations for facilities, infrastructure, and operations. Recommendations for long-range transportation improvement projects and programs will be developed.

Subtask 4A – Future Framework Plan

The future travel forecasts (Task 3) and operations analysis (Task 2) will be reviewed with City staff to establish a framework for future transportation needs. The framework plan will take into account the existing transportation plans of the City and other agencies. The framework plan will identify which major alternative(s) will be evaluated in the Transportation Element. The framework plan will also take into account future roadway and other transportation connections needed to complete the multimodal transportation systems.

Subtask 4B – Prepare Transportation Improvement Project List

Transportation Improvement Projects

Based on the results and direction from subtask 4A, a draft list of transportation improvement projects and programs will be prepared. These improvement projects and programs will be defined to address capacity-related improvements, traffic safety, non-motorized travel, transit service, and rail crossings. The improvement projects will be coded into the travel demand model to finalize forecasts for the future

recommended plan. The future recommended plan will be evaluated using Synchro to confirm the final improvement strategies for the Transportation Element. As appropriate, the improvement projects will be refined to resolve issues at specific locations. Non-motorized facility needs will be evaluated based on gaps in the planned systems. A phasing/ implementation program will be defined to assist the City in preparing its annual Six-Year Transportation Improvement Program.

The project list and project maps will include identification of potential new arterials and collector roads to support future growth expected in the City study area. This will help to reserve future roadway corridors. The project list will also include roadway widening projects and major intersection/ operation enhancements.

Cost Estimates

Planning level cost estimates will be prepared based on local area construction cost data provided by the City. We will conduct a brief field survey of key projects to identify any environmental or other issues that could affect the cost estimates. We also will account for costs associated with additional right-of-way needs. The resulting planning level cost estimates will provide a reasonable foundation for the financial plan and implementation program.

Priority and Timing

Each improvement project will be assigned a relative priority (e.g. high, medium, low) and anticipated timing (e.g. short [6-year], medium, long). The priority and timing will be based on goals and policies of the existing plan, input during the plan update, and the potential for funding. The priorities and timing will likely be adjusted based on the financing program.

Project List

The draft improvement projects and associated information will be summarized in tabular form. The projects will be mapped in GIS to illustrate the locations and relationships of the improvements.

City Support:

- *Input on framework plan from current and prior plans*
- *Cost estimating parameters from recent projects and for the Six Year TIP*
- *Review and input on priorities and timing of improvements*

Task 5. Transportation Goals/Policies and Level of Service Standard Review and Update

The consultant will review the City's existing transportation goals and policies to ensure they are consistent with the revised transportation strategies and financing program. In addition, the City's level of service standards will be reviewed and updated.

Subtask 5A – Transportation Policy and Goal Review

The consultant will conduct a review of the City's existing transportation policies and goals. We will identify areas that may need revisions or strengthening based on the updated travel forecasts, operations, project list, right-of-way preservation needs, or financing program.

The consultant will provide draft changes for review by the City. Based on City comments/direction, we will finalize the policies and goals for inclusion in the draft Transportation Element.

Transpo will confirm that the transportation element integrates the update street cross-section design standards, complete-street policy, and local road safety planning efforts.

Subtask 5B – Level of Service Standard Review

The City's existing level of service standard will be reviewed throughout the update of the Transportation Element. This will lead to potential options for refining the standard to better align with the City's overall Comprehensive Plan goals and vision.

The consultant will assist City staff in evaluating options, based on City objectives, to identify potential modifications to its concurrency and development review programs. This effort will focus on multimodal considerations and improving accessibility.

Subtask 5C – PSRC Submittal Package

Transpo will complete the PSRC checklist submittal package as part of the PSRC certification process.

City Support:

- *Electronic files of existing Transportation Element policies*
- *Input on current concurrency and development review programs*
- *Direction/comment on Level of Service options*

Task 6. Transportation Finance Program and Impact Fee Rate Schedule

This task of the work program provides an assessment of strategies to fund implementation of the updated Transportation Element, including updating the City's traffic impact fee program.

Subtask 6A – Document Existing Transportation Revenues and Expenditures

The City will provide the consultant summaries of revenues and expenditures related to transportation covering the past 3 to 4 years. Revenues will include fuel tax revenues, traffic impact fees, general funds, grants, and other transportation funding. Expenditures will include capital projects, maintenance, operations, administration, and other costs related to its transportation system.

The revenues and expenditures will be summarized for use in extrapolating potential future funding levels from existing sources. Estimates of future revenues from these sources will be prepared and reviewed with appropriate City staff. Estimates of future expenditures for maintenance, operations, and administration also will be provided by the City.

Subtask 6B – Update Transportation Impact Fee Rate Schedule

The travel demand model and updated project list/costs provide a basis for updating City's Transportation Impact Fee rates. Transpo will review if TIF methodology is consistent with GMA regulations. Work under this task includes:

- Review Impact Fee Project List – The eligibility of improvements currently included in the City's TIF will be reviewed to confirm that they should continue to be included in the impact fee program.
- Calculate Impact Fee Share – The model will be used to allocate TIF project costs to the impact fee. The model will be used to identify the proportion of growth trips versus existing traffic at each project. Cost allocations also will consider assessment of grants and the cost for resolving existing deficiencies. The product of this task will be a cost allocation spreadsheet.
- Update TIF Rate Schedule – The impact fee rate schedule will be updated to reflect the revised project costs and cost allocations. This would be updated to the latest version of *ITE Trip Generation*.
- Update Ordinance – The TIF ordinance will be updated by City staff to reference the revised fee schedule and other changes, as needed.

Subtask 6C – Define Funding Strategies and Summarize Financing Program

Based on the levels of existing revenues versus expenditures and the likely maximum level of anticipate funding through the TIF, other potential funding options will be evaluated. These will include:

- Partnering with state or other agencies to fund improvements (WSDOT and Island County)
- State or federal grants
- SEPA mitigation

- Frontage improvements
- Transportation Benefit District
- Business Improvement Districts or Special Assessment Districts

The draft financing program will be summarized in tabular form. As required by GMA, the Transportation Element must identify a reassessment strategy if anticipated funding is not sufficient to cover the total costs of the improvement projects and programs. We will define implementation strategies and associated policies to meet that requirement. This may include revisiting level of service standards, growth assumptions, project priorities, phasing of improvements, or other options. We also will assist the City in defining projects that could be effectively partnered with developers, WSDOT, Island County, and/or Snohomish County.

City Support:

- *Summaries of City's transportation revenues and expenditures for past 3 to 4 years*
- *Direction/review on traffic impact fee program*
- *Review of overall financing program for Transportation Element*
- *Lead in updating City's impact fee ordinance and adoption*

Task 7. Transportation Element and Transportation Master Plan Documentation

Task 7 is used to assemble the draft and final TE and TMP. It builds on the full range of analyses and input from the other tasks of the project.

Subtask 7A – Prepare Transportation System Plans

Each of the following system plans will be updated consistent with the identified transportation improvement projects, financing plan, and the updated goals and policies. A discussion of implementation strategies will also be provided. The full systems plans will be included in the TMP, with summary information incorporated into the TE.

Street and Highway Systems

The Street and state-owned Highway System will identify improvement projects for resolving existing and future roadway capacity and safety deficiencies. The roadway functional classification will also be reviewed and updated to support the overall transportation system.

Freight Systems

Truck routes serving the City will be reviewed and updated, as needed, to be consistent with the revised goals and policies. The need for improvements at at-grade rail crossings within the study area will be identified.

Pedestrian and Bicycle Systems

As needed, the pedestrian and bicycle systems plans will be revised. This will be a limited effort with input from the City. Sidewalk locations and bicycle routes will be reviewed and updated. This will focus on incorporating new links or reflecting changes in non-motorized facilities associated with roadway projects.

Public Transportation System and Transportation Demand Management

Transit strategies identified in the project list will be summarized. These will include identification of potential new routes and additional service on existing routes. Transit options to serve forecast growth areas as well as existing needs will be identified. The public transportation system plan will be coordinated with the street and highway, and non-motorized improvements to make sure these elements help support the proposed transit service programs. The Transportation Element will identify relative priorities and timing for each strategy. Strategies to reduce traffic volumes through transportation demand management programs will also be documented.

Task 7B – Prepare Draft and Final Transportation Element

The updated multimodal transportation system projects and programs, the goals and policies, and the financial plan will be brought together into a draft Transportation Element. It will focus on transportation improvement projects and programs needed to meet the short-, mid-, and long-term transportation needs for the City. It will also outline implementation strategies.

The preliminary draft will be provided to City staff for review in electronic format. Based on comments, a draft final Transportation Element document will be prepared for review by the Planning Commission and City Council. Following review and comment by the Planning Commission and City Council, the Transportation Element will be finalized and transmitted to the City. This assumes only editorial type changes and does not provide for significant changes in policy direction, the transportation system plans, or similar larger scale revisions.

Task 7C – Prepare Draft and Final Transportation Master Plan

The Transportation System Plan will be assembled from the tasks and the TE. It will include additional detail on existing transportation systems, the development and analyses of the travel forecasts, evaluation of the multimodal transportation system projects and programs, LOS and concurrency program refinements, transportation financial analyses and updated impact fee program. It will also address project prioritization methods and supporting information on the project cost estimates.

The preliminary draft TMP will be provided to City staff for review in electronic format. Based on comments, a draft final TMP document will be prepared for review by the Planning Commission and City Council. Following review and comment by the Planning Commission and City Council, the TMP will be finalized and transmitted to the City. This assumes only editorial type changes and does not provide for significant changes in policy direction, the transportation system plans, or similar larger scale revisions.

City Support

- *Direction and file formatting of the TE to be consistent with Comprehensive Plan*
- *Review and input on draft and final TE*
- *Review and input on draft and final TMP*

Consultant Deliverables

- *Draft/Final City of Stanwood Transportation Element*
- *Draft/Final City of Stanwood Transportation Master Plan*
- *Electronic files will be provided of all documents*

Task 8. Project Team/Agency Coordination and Public Involvement Support

Transpo will coordinate with the Project Team on a bi-weekly basis throughout the duration of the project. Regular coordination meetings with BlueLine is also assumed. The coordination will address project scope/status, technical and policy direction, budget, schedule, meetings, etc.

The consultant will prepare and participate in two (2) Planning Commission meetings, two (2) meetings with the Community Development Council, and two (2) City Council meetings. The consultant will prepare presentations and handouts for each meeting, as appropriate. City staff will coordinate and set up the meetings with the City Council. City staff will also be responsible for any public notice if one or more of the meetings serves as a public hearing on the Transportation Element.

In addition, Transpo will assist in supporting the Public Participation process for the Comprehensive Plan and Transportation Master Plan. This includes supporting the team with materials, online maps, and other graphics.

City Support:

- *Arranging for meeting locations, date, and times*
- *Public notice of meetings or hearings*

Task 9. Street Design Standards/Cross-sections Update

Transpo will review and update the Stanwood Street Design Standards to be consistent with the Transportation Master Plan goals, policies, and guidance on transportation systems. These Street Design Standards will be major tools for implementing the master plan with new street projects and with frontage along new developments. The standards will be aligned with the street functional classification system and include non-motorized facilities (Complete Streets). The standards will have guidelines to help determine when deviations would be appropriate.

City Support:

- *Provide existing standards in CAD format*
- *Review of draft standards*



Cost Estimate Worksheet

Number / Project Name
1.21010 Stanwood TE and TMP Update

Pay rates are effective from July 3, 2021 through July 1, 2022, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Project Engineer	Project Engineer	CAD/ Graphics	Project Admin
initials	PBL	BMT	FL	CD	AMC
job title	Prin L7	Eng L6	Eng L3	PA L3	PA L4
cost rate	\$260.00	\$205.00	\$130.00	\$115.00	\$155.00

Labor:

	Work Task						Hours	Cost
1	Existing Conditions Update	4	8	16	8	2	38	\$5,990
2	Traffic Operations Analyses		4	16			20	\$2,900
3	TDM Update	8	16				24	\$5,360
4	Transportation Systems Improvements	2	16	20	2		40	\$6,630
5	Goals/Policies and LOS	16	8	16			40	\$7,880
6	Finance and TIF Update	10	8				18	\$4,240
7	TE and TMP Documentation	16	20	40	16		92	\$15,300
8	Agency Coordination/Public Involvement	44	24		48		116	\$21,880
9	Update Street Design Standards	4	40	32	20		96	\$15,700
10							0	\$0
11							0	\$0
12							0	\$0
13							0	\$0
14							0	\$0
15							0	\$0
16							0	\$0
17							0	\$0
18							0	\$0
19							0	\$0
20							0	\$0

Total Hours	104	144	140	94	2	484	
Labor Costs	\$27,040	\$29,520	\$18,200	\$10,810	\$310		\$85,880

Reimbursable Expenses:

	Item	Reimburs. Cost
1	Application	
2	Business Meals	
3	Mileage	
4	Miscellaneous	\$200
5	Models/Renderings/Photos	
6	Parking	
7	Records Filing	
8	Registrations	
9	Reproductions	
10	Shipping/Courier	
11	Specialty Software	
12	Supplies	
13	Traffic Accident Data	
14	Traffic Count Vendors (half of count collection cost)	\$7,280
15	Travel, Hotel, Taxi, & Air Fare	

Sub Total	\$7,480
Total (Cost + 15 percent)	\$8,602

Subconsultants:

	Firm	Subs. Cost
1	Subconsultant A	
2	Subconsultant B	
3	Subconsultant C	
4	Subconsultant D	
5	Subconsultant E	

Sub Total	\$0
Total (Cost + 15 percent)	\$0

TOTAL ESTIMATE	\$94,500
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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11e

DATE: March 10, 2022

SUBJECT: Grant Acceptance of the Snohomish County Hotel Motel Small Fund Grant

CONTACT PERSON: Sarah Cho
Economic Development and Marketing Manager

ATTACHMENTS: A – Snohomish County Hotel Motel Tax Fund Agreement with City of Stanwood

PURPOSE

The purpose of this agenda item is for Council consideration of and authorization for the Community Development Director to execute the Snohomish County Hotel Motel Small Fund grant agreement and accept the \$14,500 award.

BACKGROUND

The annual Snohomish County Hotel Motel Grant, often called the “Small Fund” Grant, is funded with the County Lodging Taxes imposed on hotel and motel room rentals in Snohomish County. Funding is awarded through a competitive process and provided on a reimbursement-only basis. Historically, the average project allocation is \$10,000 but ranges from \$5,000 to \$50,000.

SUMMARY

Discover Stanwood Camano, www.discoverstanwoodcamano.com, has been successful in bringing visitors to our community. The focus of this grant application was to continue to enhance our tourism initiatives by attracting out-of-state and out-of-county visitors through enhanced digital travel content and utilizing Seattle NorthCountry’s Visitor Analytic Co-op.

The Snohomish County Small Fund Grant will support the enhancement of the online travel content on the Discover Stanwood Camano website. The city will partner with local artists and photographers to procure media assets that can be utilized to enhance online articles and stories. This will also highlight the vibrant artist community in Stanwood-Camano. The Seattle NorthCountry Visitor Analytic Co-op tool will be used to analyze visitor data to better aim marketing and advertising efforts. Data will also be used to track the growth and success of annual and regional events in Stanwood-Camano.

FISCAL IMPACT

Fiscal Impact			
The 2022 budget includes \$50,000 for Discover Stanwood Camano for website hosting and maintenance and tourism related advertising. The City has received \$14,500 from the Snohomish County Hotel Motel Small Fund grant, which requires a 25% city match in the amount of \$5,000.			
Task	Budget	Funding Source	
Website Hosting and Maintenance	\$40,000.00	City	
Tourism related advertising	\$10,000.00	City	
Visitor Analytics Tool	\$7,500.00	Grant	
Enhanced Digital Travel Content	\$7,000.00	Grant	
A budget amendment to include the \$14,500 grant will be included in the next budget cycle. There will be no additional costs to the City.			
Fund(s):	Fund 115 – Tourism and Promotion Professional Services - 557 30 41 00 Advertising - 557 30 44 00		
Amount:	\$ 50,000.00	Project Estimate:	\$ 64,500.00
Budget Authorized	☒ Yes ☐ No	Amendment Required	☒ Yes ☐ No ☐ Monitor

RECOMMENDATION

Authorize the Community Development Director to sign the Snohomish County Hotel Tax Fund grant agreement and accept the grant award of \$14,500.

CITY COUNCIL OPTIONS

1. Authorize the Community Development Director to sign the agreement and accept the 2022 Snohomish County Hotel Motel Tax Fund grant agreement.
2. Do not authorize the Community Development Director to sign the agreement; nor accept the grant and direct staff to provide alternative options for funding tourism initiatives.

RECOMMENDED MOTIONS – TWO MOTIONS

I MOVE TO AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO SIGN THE 2022 GRANT AGREEMENT AND ACCEPT THE GRANT AWARD OF \$14,500 WITH SNOHOMISH COUNTY AS PART OF THE CITY OF STANWOOD'S MARKETING AND TOURISM INITIATIVE DISCOVER STANWOOD CAMANO.

CONSULTANT: City of Stanwood

CONTACT PERSON: Sarah Cho
Economic Dev. and Marketing Manager
Patricia Love
Community Development Director

ADDRESS: 10220 270th Street NW
Stanwood, WA 98292

FEDERAL TAX ID NUMBER/
U.B.I. NUMBER: 91-6001509

TELEPHONE NUMBER: (360) 454-5210

COUNTY DEPT.: Executive Office

DEPT. CONTACT PERSON: Trudy Soriano
Tourism Promotion Area Coordinator

TELEPHONE NUMBER: (425) 388-6603

PROJECT: Discover Stanwood Camano Digital
Travel Content and Visitor Analytics

AMOUNT: \$14,500

FUND SOURCE: 116.501094105205

CONTRACT DURATION: Contract execution through Dec. 31, 2022

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Stanwood, a Washington public agency (the "Contractor").

Recitals

WHEREAS, by Section 1 of Resolution No. 79-335, adopted November 5, 1979 (and codified as SCC 4.40.010), the legislative body of the County levied a special excise tax on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; and

WHEREAS, by Section 1 of Resolution No. 79-335, as subsequently amended (and codified as SCC 4.40.050(1)), the legislative body of the County created a fund known as the "hotel/motel tax fund"; and

WHEREAS, by Section 2 of Ordinance No. 87-062, adopted August 12, 1987 (codified as

SCC 4.40.060), the County Council specified that the hotel-motel tax fund shall be used to support projects or purposes authorized under chapter 67.28 RCW; and

WHEREAS, chapter 67.28 RCW permits the distribution of money from the hotel-motel tax fund for tourism promotion, defined by RCW 67.28.180(2) (h)(ii) as “activities intended to attract visitors for overnight stays, arts, heritage, and cultural events, and recreational, professional, and amateur sports events”; and

WHEREAS, by Section 4 of Ordinance No. 87-062 (codified as SCC 4.40.070), the County Council established an application and selection process for projects to be funded from the hotel-motel tax fund; and

WHEREAS, pursuant to the procedures established by SCC 4.40.070, the County received applications for funding assistance from various eligible public and nonprofit entities in response to a public solicitation for such applications; and

WHEREAS, the Snohomish County Lodging Tax Advisory Committee evaluated the applications for eligibility and recommended funding levels for the projects, consistent with provisions of chapter 67.28 RCW; and

WHEREAS, by Motion No. 21-249, passed on December 6, 2021, the County Council authorized 2022 hotel-motel tax funding of the projects as set forth therein (or as subsequently amended by the Council) and authorized the County Executive to execute the necessary contracts.

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

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to establish the parameters for reimbursing the City of Stanwood in the amount up to \$14,500 for eligible expenses of Contractor’s 2022 programming (the “Project”), as set forth in Schedule A. Schedule A is attached hereto and by this reference made part of this Agreement. Schedule C is the Contractor’s Project application; it is attached hereto and by this reference made part of this Agreement.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution (the “Effective Date”) and shall terminate on December 31, 2022. The Contractor shall complete its obligations required by this Agreement no later than December 31, 2022. The County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Reimbursement. The County will reimburse Contractor as set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. No claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of Contractor's eligible expenses for the Project, the Contractor shall submit a properly executed invoice to the County indicating the amount of eligible expenses for reimbursement. The invoice shall include an itemization of all reimbursable expenses incurred by the Contractor, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule A. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Contract Maximum. Total reimbursable expenses under this Agreement, all fees and expenses included, shall not exceed \$14,500.

4. Independent Contractor. The Contractor agrees that it is not an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county,

federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in completion of the Project under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder, pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Trudy Soriano
Title: Tourism Promotion Area Coordinator
Department: Executive Office
Telephone: (425) 388-6603
Email: Trudy.Soriano@snoco.org

7. County Review and Approval. If Contractor's Project includes the production of promotional materials, Contractor shall provide the County an advance copy of said promotional materials. If the content of the promotional material is objectionable to the County, the County, in its sole discretion, may determine whether to reimburse Contractor for the associated expenses.

8. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support its invoices of reimbursable expenses. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor that are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

9. Indemnification. To the maximum extent permitted by law the Contractor shall indemnify and hold harmless the County its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the Project. In addition, the Contractor shall assume the defense of the County its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the Project and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims.

10.

11. The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under

any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

12.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

13. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Project hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 10, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$1,000,000.00 aggregate limit. CG 00 01 current edition.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

The Contractor is a member of a risk pool and as such cannot strictly comply with the above insurance requirements. County acknowledges that the Contractor's risk pool membership meets or exceeds the aforementioned insurance requirements. In the event that the Contractor is no longer a member of a risk pool, it shall notify the County immediately and provide alternate coverage in the amounts listed above.

14. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

15. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

16. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

17. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

18. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor’s work hereunder.

19. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

22. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 19, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

23. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Executive Office 3000 Rockefeller Avenue Everett, WA 98201 Attention: Trudy Soriano Tourism Promotion Area Coordinator
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If to the Contractor:	City the Stanwood 10220 270 th Street NW Stanwood, WA 98292 Attention: Sarah Cho Economic Development and Marketing Manager Patricia Love Community Development Director
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The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use

such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

26. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

27. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

28. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

29. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have

Schedule A
Scope

CONTRACTOR: CITY OF STANWOOD
PROJECT: DISCOVER STANWOOD CAMANO DIGITAL TRAVEL CONTENT
AND VISITOR ANALYTICS

The Contractor will: (a) participate in the Seattle NorthCountry Visitor Analytics Co-op in order to strategically plan tourism efforts and promote regional events; and (b) continue and expand their marketing and advertising plan with a focus on promoting and enhancing visitor information on digital platforms.

In addition,

- The Contractor shall work with the County contact set forth in Section 6 of the Agreement to ensure that any published materials prepared with financial assistance from County funds are consistent with the County's graphics standards as set forth in more detail in paragraph 1 below.
 - Any publications produced as a result of this Project shall prominently feature the following credit: MADE POSSIBLE IN PART BY ASSISTANCE FROM THE SNOHOMISH COUNTY HOTEL-MOTEL TAX FUND.
 - The Contractor will project the number of overnight visits the Project will generate and, as a condition to being funded in the future, report on the results.
 - If the Project will occur within a city or cities that collect their own lodging tax, the Contractor shall approach such city or cities for funding assistance for the Project. Prior to or concurrent with its invoice to the County for this Project, the Contractor shall provide a written report to the County on the results of the Contractor's approaches to that city or those cities. If such approaches were not made by the Contractor, the Contractor shall explain in detail in that report its reasons for not doing so. The provision of the report shall be a pre-condition for the County's reimbursing the Contractor for services provided under this Agreement.
1. The County pursues a long-range tourism development and marketing strategy. Part of that strategy is to foster the visual integration of published tourism materials in Snohomish County. For that purpose, the County has developed a package of design guidelines which includes a logotype, a tag line and a family of colors. If any printed materials or print medium advertisements are produced as part of the Project that is the subject of this Agreement, the following requirement will apply: (i) The Contractor will coordinate design of printed materials produced under the Agreement with the County contact set forth in Section 6 of the Agreement, with the goal of applying the design guidelines to printed materials produced hereunder. (ii) The Contractor will submit the proposed design to the County's contact for review and approval prior to printing the production run.
 2. To ensure that out-of-county visitors are attracted to the Project, the Contractor will direct more than fifty percent (50%) of any promotional materials underwritten in whole or in part by County funds at recipients outside of Snohomish County. For written materials, this goal may be accomplished by mailing written materials out of the county. At least fifty percent (50%) of any electronic advertising funded under this Agreement will be directed at audiences outside of Snohomish County.

Schedule B
Compensation

1. The Contractor will be reimbursed by the County for services provided and/or eligible expenses incurred in executing the Project pursuant to the Agreement in an amount not to exceed the Contract Maximum.

2. Expenses eligible for reimbursement under the Agreement are defined as those listed in the "COUNTY" column of the Project budget below. The Contractor shall submit an invoice to the County with itemized invoices from third parties for all eligible expenditures for which the Contractor seeks reimbursement. In-kind matching volunteer services shall be valued at a rate of \$28.54 per hour or as invoiced to the Contractor by independent third parties at a commercially reasonable rate that is customary for such work. In addition, if County funds are to be used to pay in whole or in part any printed materials, print advertising or broadcast medium advertising, the Contractor will submit with the Contractor's reimbursement request for associated costs incurred: one (1) copy of printed materials; one copy of each print advertisement as printed; and one copy of the text of each broadcast medium advertisement. The Contractor will not be reimbursed for any expenses incurred by it which provide direct promotional benefit to a specific private business entity. In order to ensure timely closeout of the Project, the Contractor shall submit its invoice to the County no later than thirty (30) calendar days after completion of the services authorized by this Agreement and, in any event, no later than December 31, 2022. The Contractor's invoice shall be accompanied by a report summarizing the Project and how funds provided for the Project under this Agreement have enhanced tourism in Snohomish County. In no event shall the Contractor's invoice be paid by the County if it is submitted after December 31, 2022, or if it is not accompanied by the required report.

PROJECT BUDGET

ITEM	COUNTY	MATCH	
		CASH	IN-KIND
Seattle NorthCountry Visitor Analytics Co-Op	\$7,500		
Marketing and Advertising	\$7,000	\$10,000	
Digital Travel Content	\$0	\$6,592	
Hosting and Maintenance	\$0	\$33,408	
Total	\$14,500	\$50,000	

Upon request of the Contractor and approval by the County Executive as provided in SCC 4.40.065(11), the Contractor may be authorized to shift funds within the items defined in the budget shown above subject to the following conditions:

1. No funds may be shifted without **prior** written authorization from the County's contact set forth in Section 6 of the Agreement. Authorization to shift funds must be sought and

approved **prior** to anticipated need.

2. Funds shifted shall aggregate no more than twenty percent (20%) of the total allocation amount.
3. Funds shifted shall be within the original allocation. Authorization to shift funds IS NOT authorization to exceed the original amount of the allocation. In no event shall payments by the County under the Agreement exceed the Contract Maximum.
4. Funds may only be shifted among items listed in the original budget. No new budget items or expenditure categories may be funded without an amendment to this Agreement.

Schedule C
Contractor's Project Application