

1. Agenda

Documents:

[07-12-18 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[9A CHAMBER OF COMMERCE CONTRACT EXTENSION.PDF](#)
[5A JUNE 21, 2018 ECONOMIC DEVELOPMENT BOARD MEETING.PDF](#)
[5B JUNE 11, 2018 LIBRARY BOARD MEETING MINUTES.PDF](#)
[7A VOUCHERS.PDF](#)
[7B JUNE 21, 2018 CITY COUNCIL SPECIAL MEETING MINUTES.PDF](#)
[7C JUNE 28, 2018 REGULAR CITY COUNCIL MEETING MINUTES.PDF](#)
[7D PLANNING COMMISSION APPOINTMENT.PDF](#)
[8A RESOLUTON 2018-15 AND ORDINANCE 1458.PDF](#)
[9B VFD REPLACEMENT CONTRACT.PDF](#)



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, July 12, 2018 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
- 5. STAFF REPORTS**
 - a. Economic Development Board June 21, 2018 Minutes
 - b. Library Board June 11, 2018 Minutes
- 6. COMMITTEE REPORTS**
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve June 21, 2018 Special Meeting Minutes
 - c. Approve June 28, 2018 Regular Meeting Minutes
 - d. Approve the mayor's appointment to the Planning Commission
- 8. OLD BUSINESS**
 - a. Ordinance 1458 Amending Various Chapters of SMC Relating to Fees, Second Reading and Final Adoption, and Adoption of Resolution 2018-15 – Update Consolidated Schedule of Fees and Charges
- 9. NEW BUSINESS**
 - a. Authorize the mayor to sign a contract extension with Stanwood Chamber of Commerce
 - b. Authorize the mayor to sign a contract with Bonner Electrical for the replacement of a variable frequency drive (VFD) at the wastewater treatment plant
- 10. REPORTS OF OFFICERS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 11. CITIZEN CLOSING COMMENTS**
- 12. ADJOURN TO EXECUTIVE SESSION FOR PROPERTY ACQUISITION [RCW 42.30.110(c)]**
- 13. RECONVENE AND ADJOURN**

Upcoming Meetings:

July 26, 2018 Regular Meeting – CANCELLED
August 9, 2018 Regular Meeting
August 23, 2018 Regular Meeting - CANCELLED



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: July 12, 2018

SUBJECT: Supplemental Agreement No. 1 with Stanwood Chamber of Commerce

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A –Supplemental Agreement for Professional Services
B – Contract 2017-65 with Stanwood Chamber of Commerce

ISSUE

The issue in front of the city council is to authorize the mayor to sign a supplemental agreement with the Stanwood Chamber of Commerce to allow for a contract extension to December 31, 2018 and additional payments totaling \$8,700 for consultant services regarding tourism promotion and marketing.

RECOMMENDATION

1. Review and discuss the proposed Supplemental Agreement with the Chamber.
2. Authorize the mayor to sign a Supplemental Agreement with the Chamber to provide consultant services regarding tourism promotion and marketing.

SUMMARY

Since 2013, the city council has earmarked funding in the community development budget for economic development. In March 2014, the city council formed an economic development board to promote economic vitality in the Stanwood community. In May 2015, the city launched "Discover Port Susan" a regional effort to brand Stanwood and the surrounding communities as a recreation destination.

Economic Development activities funded in the 2017-2018 budget include Glass Quest, Snow Goose Festival, Touch-a-Truck, Summer Concert Series, Movie Nights, Light up Your Holidays, and National Night Out. The budget also supports the Discover Port Susan visitor information magazine, now titled Discover Stanwood Camano.

Under the terms of the current contract approved by council on August 10, 2017, the city pays the Stanwood Chamber of Commerce a flat monthly fee of \$2,900 per month for a minimum of 60 hours of work per month. If the Stanwood Chamber of Commerce works less than 60 hours in a month, the city will pay \$48 per hour for each hour worked. There is no additional cost to the city for exceeding 60 hours in a month. Any hours over the 60 hour minimum would be included in the \$2,900 retainer rate.

The current contract expires at midnight on August 31, 2018. Staff is proposing to extend the contract to midnight on December 31, 2018 to allow for three additional months of consulting services. This will allow the Chamber to continue work on the next issue of the Discover Stanwood Camano Magazine. This extension will also set the contract timeframe for renewal to a time period between the busy months, and also place the on the same basis as the city fiscal year.

DISCUSSION

The current contract for tourism promotion and marketing includes the following tasks:

1. Event Management – Work with city staff and volunteers to secure sponsors, develop marketing materials, advertise, promote, and oversee the city's Touch-a-Truck, Summer Concert Series, Movies in the Park, National Night Out and Light Up Your Holidays special events; work with private event managers to cross promote the city's brand.
2. Website – Develop a mobile friendly website (under separate contract) to promote local businesses and events to residents and businesses; create and promote advertising space on the website as a part of the sponsorship package for businesses; develop content for the website; update and enhance the website weekly with new event information; link the website to the City of Stanwood, Chambers, and other regional travel promotion sites.
3. Social Media – Continue to add and upgrade cutting-edge social media options including Facebook, Twitter, and Instagram. Build social media relationships with "share", "like", and "forward". Update and enhance social media platforms weekly with new information.
4. Publications – Design, print, and distribute posters, rack cards, and print advertising to attract residents and visitors to special events; create and distribute media kits at tradeshow; provide editorial content for the Discover Port Susan visitor guide (now Discover Stanwood-Camano).
5. Branding/Advertising –Utilize print, on-line, and radio to target travelers; place events on travel portals such as Washington State Tourism Alliance, Skagit Valley Tulip Festival, and Snohomish County Tourism; submit regular news releases to local media regarding events; educate business owners on how to use the "Discover Port Susan" (now Discover Stanwood-Camano) brand; create and implement innovative promotional campaigns to drive residents and visitors to visit local businesses; continue to work with Snohomish County Tourism, Island County Tourism, Snohomish County Parks, State Parks, and local photographers to collect photo images, video, B-roll, etc., of the area.

6. Travel Trade – Host tour operators, travel writers, and others to familiarize them with our community.
7. Market Research – Calculate the number of visitors to each special event; track advertising success rates via click-throughs, website landing pages, etc.; submit quarterly reports to the Economic Development Board and city council.
8. Budget – Create advertising and marketing budgets for city events and promotion activities; secure, manage, and track sponsorships and paid advertising for city events; submit monthly expense reports.

FINANCIAL IMPACT

The current contract commenced on September 1, 2017 and expires on August 31, 2018 and is limited to \$34,800 (\$2,900 x12 months = \$34,800). The supplemental agreement adds an additional three months of service, for an additional \$8,700 (\$2,900 per month). These funds will be split between the Economic Development fund within the Community Development fund and Parks Fund within Public Works. This brings the total not to exceed amount of the original contract up to \$43,500.

CITY COUNCIL OPTIONS

- 1) Authorize the mayor to sign Supplemental Agreement No. 1 with the Stanwood Chamber of Commerce for consultant services related to tourism promotion and marketing.
- 2) Do not authorize the mayor to sign Supplemental Agreement No. 1 with the Stanwood Chamber of Commerce.
- 3) Direct staff to make changes to the scope of work and/or cost provided for these consultant services.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NUMBER 1 WITH THE STANWOOD CHAMBER OF COMMERCE NOT TO EXCEED \$43,500.00 FOR CONSULTANT SERVICES RELATED TO TOURISM PROMOTION AND MARKETING.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF STANWOOD
AND STANWOOD CHAMBER OF COMMERCE
FOR CONSULTANT SERVICES**

This Supplemental Agreement is made and entered into on the 12th day of July, 2018, between the City of Stanwood, hereinafter called the "City" and Stanwood Chamber of Commerce, hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into Agreement No. 2017-65 for consultant services regarding tourism promotion and marketing, said Agreement being dated August 10, 2017; and

WHEREAS, both parties desire to extend the term of said Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated August 10, 2017, shall remain in full force and effect, except as modified in the following sections:

Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement from August 31, 2018 to terminate at midnight December 31, 2018.

Article IV, Section IV.1 of the Original Agreement, Payments, Section (a), the second sentence is amended to include the additional Consultant fee of \$8,700 and shall read as follows: "In no event shall the compensation paid to Consultant under the supplemental agreement exceed \$43,500."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$34,800
Supplemental Agreement No. 1	<u>\$8,700</u>
Grand Total	\$43,500

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF STANWOOD

STANWOOD CHAMBER OF COMMERCE

By: _____
Leonard Kelley, Mayor

By: _____
Renae Kettler, President

ATTEST/AUTHENTICATED:

David A. Hammond, City Clerk

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON
AND STANWOOD CHAMBER OF COMMERCE
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 Stanwood Chamber of Commerce, a Washington State Non-Profit ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding tourism promotion and marketing 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 revisions 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 September 1, 2017 and shall terminate at midnight, August 31, 2018. The parties may extend the term of this Agreement for one (1) additional one-year period by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or 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.

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.

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:

Madak, LLC

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 \$34,800 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 Cities 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
C/O: Mayor
10220 - 270th Street NW
Stanwood, WA 98292

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

Stanwood Chamber of Commerce
10101 270th Street NW #220
Stanwood, WA 98292

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.

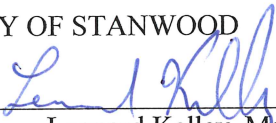
V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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 10th day of August, 2017,

CITY OF STANWOOD

By


Leonard Kelley, Mayor

Stanwood Chamber of Commerce

By


Renae Kettler, President

Approved as to form:

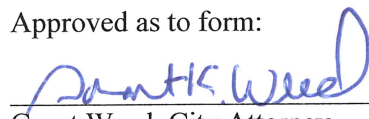

Grant Weed, City Attorney

Exhibit A

Scope of Services

Payment

\$2,900 per month for a minimum of 60 hours of work per month. If Stanwood Chamber or subconsultants work less than 60 hours in a month, the city will pay \$48 per hour for each hour worked. There is no additional cost to the city for exceeding 60 hours in a month. Any hours over the 60 hour minimum would be included in the \$2,900 retainer rate.

Scope of Work

1. Event Management – Work with city staff and volunteers to secure sponsors, develop marketing materials, advertise, promote, and oversee the city's Touch-a-Truck, Summer Concert Series, Movies in the Park, National Night Out, Light up Your Holidays and other special events; work with private event managers to cross promote the city's brand.
2. Website – Manage and maintain the city's tourism website to promote local businesses and events to residents and businesses; create and promote advertising space on the website as a part of the sponsorship package for businesses; develop content for the website; update and enhance the website weekly with new event information; link the website to the City of Stanwood, Chambers and other regional travel promotion sites.
3. Social Media – Maintain existing Facebook site and other social media outlets including Twitter and Instagram. Update and enhance social media platforms weekly with new information.
4. Publications – Design, print and distribute posters, rack cards and print advertising to attract residents and visitors to special events; create and distribute media kits at tradeshow; manage the editorial direction of the bi-annual Discover Port Susan magazine, write editorial content, edit and proofread as needed. Coordinate with local photographers to collect photo images, video, B-roll, etc., of the area.
5. Branding/Advertising –Utilize print, on-line, and radio to target travelers; place events on travel portals such as Washington State Tourism Alliance, Skagit County, and Snohomish County Tourism; submit regular news releases to local media regarding events; Educate business owners on how to use the "Discover Port Susan" brand; create and implement innovative promotional campaigns to drive residents and visitors to visit local businesses; Attend regional tourism forums and coordinate with county, state and other tourism agencies to promote the city and Port Susan area.
6. Secure Sponsors – Create sponsorship packages to bring value to businesses supporting special events; network with local businesses to communicate the value of the Discover Port Susan brand and involvement in community events.

7. Travel Trade – Seek and secure travel writers to explore the Port Susan region. Host tour operators, travel writers and others to familiarize them with our community and generate content for travel magazines, and travel blogs.
8. Market Research – Calculate the number of visitors to each special event; track advertising success rates via click throughs, website landing pages etc.; submit monthly reports to the economic development board and city council.
9. Budget – Create advertising and marketing budgets for city events and promotion activities; secure, manage and track sponsorships and paid advertising for city events; submit monthly expense reports.

2017/2018 Work Plan Tourism Promotion and Marketing

Task	September 2017	October	Nov.	Dec.	January 2018	February	March	April	May	June	July	Aug. 2018
Social media	Build social media presence	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates	Weekly Updates
Website	Update and re-launch discoverportsusan.com	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates
e news	Update and re-launch e-newsletter on discoverportsusan.com	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates	Monthly Updates
Discover Port Susan Magazine	Editing/Proof Read DPS Magazine	Distribute Magazine	Distribute Magazine	Distribute Magazine	Plan April Issue	Write Editorial	Editing/Proof Read DPS Magazine	Distribute Magazine	Distribute Magazine	Plan October issue	Write Editorial	Write Editorial
Touch a truck	Explore other guide ideas				TAT outreach	TAT planning		TAT planning	TAT/ follow up with survey			
Summer Concerts							Design ads and posters			Support concerts	Support concerts	Support concerts
Movies in the Park							Design ads and posters				Support	Support
Light Up Your Holidays	Finalize LUYH events and schedule	Planning ads and poster develop	marketing		LUYH follow up					Holiday lighting and planning meeting		
National Night										Planning		Support

2017/2018 Work Plan Tourism Promotion and Marketing

Task	September 2017	October	Nov.	Dec.	January 2018	February	March	April	May	June	July	August 2018
Sponsorships					Develop Sponsor Deck	Distribute Sponsor Deck	Seek Sponsors	Seek Sponsors	Seek Sponsors	Seek Sponsors	Seek Sponsors	Seek Sponsors
Outreach					Camano Center Outreach Annual Events	Sno Co Visitors bureau outreach re zip line tour promotion	Arrange travel trade visits in May/June			AMTRA K contact/exploration	Audubon outreach - work on birding audience and content development	
Promotional items					Develop Passport of other promotion plan		Implement 2018 promotion					
Grants										LTAC priorities		Grant app due
Other events to co-market					Mcclinchy mile follow up	co market: birding Festival, glass quest and wedding show	home and garden show	Schedule Art by the Bay meeting	Women's expo, beer brats and biz, man/wo man biz of year	Car show, soap box derby, Farmer's Mkt (FM) booth	FM booth? Art by the Bay Festival, 4th of July	SC fair and parade



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5a

DATE: July 12, 2018

SUBJECT: Minutes of the June 21, 2018 Economic Development Board Meeting

CONTACT PERSON: Ryan Larsen, City Administrator

ATTACHMENTS: A – June 21, 2018 Economic Development Board Meeting Minutes

SUMMARY STATEMENT

The minutes for the June 21, 2018 Economic Development Board meeting are attached for council review.

ECONOMIC DEVELOPMENT BOARD

June 21, 2018 Meeting

The Economic Development Board met on June 21, 2018. The following board members were in attendance: John Hanstad, Randy Heagle, and David Pelletier, as well as Patricia Love and Ryan Larsen from the City of Stanwood. Dianne White and Kathy Boyd were also present.

1. Introduction of Patricia Love

Staff introduced Patricia Love as the new Community Development Director and she gave a brief background on herself.

2. Special Events

The issue before the Economic Development Board was to review the revised grant application process for special events. Staff suggested several changes to the existing program. The proposed changes are:

- Allow existing events to apply for grant funding.
- Limit funding for new event to \$3,000 the first year and \$1,500 the second year. Also, the funding has to be in sequential years for new events.
- Existing events will be allowed to apply for a grant up to \$500.00 dollars per year.
- Grant applications will be allowed to be submitted twice a year, the first by the last Friday in October and the second by the last Friday in March.

The Board supports the changes, however, recommends increasing the level of funding from \$500 to \$1000 for existing events and reducing the top amount for new events from \$3,000 to \$2,250. They feel the existing events are the backbone and new events would just add to that.

3. City Code Update

Staff gave a brief overview of several of the codes that are currently being updated. This includes Final Plat, wireless communications facility, and odor in the industrial zone.

4. 2019/2020 City Budget – Funding for Consultant

The Board has previously heard presentations from two consultants regarding economic development. The Board feels it is important to have funding in the next budget cycle to have a consultant review our codes, website, and actionable steps that will be carried out over the next 6 years (6 year economic

plan) which will provide recommendations that would improve the business climate of the city. It was suggested to fund between \$20,000 and \$40,000 for this report. They also suggested doing the request for consultant's in either a RFQ or RFP format.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5b
DATE: July 12, 2018
SUBJECT: June 11, 2018 Library Board Meeting Minutes
CONTACT PERSON: Sue Mancer, Secretary
ATTACHMENTS: A – Minutes of the June 11, 2018 Library Board

SUMMARY STATEMENT

The June 11, 2018 Library Board meeting minutes are attached for council review.

STANWOOD LIBRARY BOARD MINUTES

June 11, 2018

President Icle Crow called the meeting to order at 2:32 p.m. Present were Becky Bolte, Icle Crow, Ryan Larsen, Sue Mancer, Charles Pratt, Larry Sather, Patty Tingler and Dianne White. Dennis Myers and Bonnie Thielke were unable to attend.

Minutes

Minutes of the March 2018 meeting were read and approved.

New Board Member

Icle introduced and welcomed new Board member, Patty Tingler, who will serve a 2018-2022 term.

Stanwood Library Managers Report

Chuck Pratt reported on the current status of the Library and Sno-Isle news. A copy of his report is attached.

- Staffing: The levy lid lift has allowed one temporary page position at Stanwood to be made a regular position.
- Facilities: A more efficient use of limited space and room for a larger DVD collection is the result of moving the Friends of the Library Book Sale shelves, the New Fiction display, and a study table.
- Third Grade Reading Challenge: Stanwood Elementary won the district-wide "Sno-Isle Libraries Mega-Fun, Biblio-Trivia, Rockem-Sockem Third Grade Reading Challenge." Congratulations, Stanwood Elementary third-graders! Read more about it at <https://blog.sno-isle.org/news/trip-to-the-top-of-reading-challenge-took-time/>
- Woolf-Ivory Retirement and Award: Jonalynn Woolf-Ivory, outgoing Sno-Isle Executive Director received the Elson S. Floyd Award from [Economic Alliance Snohomish County](https://blog.sno-isle.org/news/economic-alliance-honors-jonalyn-woolf-ivory/) (EASC). Details are at <https://blog.sno-isle.org/news/economic-alliance-honors-jonalyn-woolf-ivory/> and <https://blog.sno-isle.org/news/library-executive-director-announces-retirement/>

Sno-Isle Libraries Report

Becky Bolte reported on current happenings in the Sno-Isle Libraries:

- The levy lid lift vote in April was narrowly approved. The district is analyzing the returns and is cognizant of the responsibility to carefully manage funding. With passage of the levy, temporary positions and other interim changes may be modified. The Sno-Isle report is at <https://blog.sno-isle.org/news/counties-certify-passage-of-library-levy/>
- The Linda Lee Martens Community Agency Health Hero Award from Island County was given to the Oak Harbor, Coupeville, South Whidbey and Camano Island libraries for their local Issues that Matter programs.

City of Stanwood

Larry Sather updated the Board on recent City Council news.

A new City Council position is open, due to the resignation of Conrad Ryer, who has moved out of the city. Larry explained the process for selection and appointment of a new councilmember to complete his term.

Friends of the Library

For Bonnie Thielke, **Icle Crow** said that the May Book Sale brought in \$1245, with slightly more expected from the recycling of the sale remainders. The in-house book sale is making about \$300 per month.

Annexation Agreement

In the March Board meeting, a review of the 2014/2016 annexation agreement between Stanwood and Sno-Isle was put on the agenda for June. After discussion, the Board asked Sue Mancer to draft a letter to the

mayor and city council regarding a potential change to the agreement. The draft will be circulated to Board members by email.

New Business

Icle Crow pointed out that her second term on the Board ends in December, opening a position for a new member. The position will be publicized and applications solicited by the September Board meeting.

The meeting was adjourned at 3:15 p.m.

The next Board meeting is Monday, September 10, 2018, 2:30 p.m. at the Library.

Respectfully submitted,
Sue Mancer, Secretary

Stanwood Library Board Report

Charles Pratt, Mg. Librarian

6/11/18

Staffing

There have been no changes to the Stanwood Library Staff since the last report. Because the library levy passed in April, the district was able to take all temporary Page II positions and transition them into regular positions at all locations. As a result, page Sam Sugars has moved into a regular Page II position at the Stanwood Library.

Upcoming Programs & Events*

Explore Summer (Summer Reading) is here! (June-August)

An Evening with Chaim Bezael and Yonah Ben Levy – 6/14

Sound the Alarm for Southern Resident Orcas – 6/16

**Descriptions for all programs located in Library Calendar – Managing Librarian will discuss programs during meeting.*

Levy Lift Regional/Local Recap

- Library Levy passed by appx. 51% in a close vote.
- 48% 'Yes' in Snohomish County, 63% 'Yes' in Island County
- Locally: 58% 'Yes' in 7 incorporated Stanwood precincts, 51% 'Yes' on Camano Island
- Library district appreciates the support of all who contributed to a successful, albeit close ballot measure. We are listening to the feedback, advice, and concerns of both 'Yes' and 'No' voters, and will continue to learn how we can improve services to all residents of Snohomish and island Counties.

Facility Improvements/New Services

We have re-organized the library's layout to better highlight New Items and the Friends of the Library ongoing book sale, while also further reinforcing the Fiction area and study tables as a quiet area to be utilized as a study space and work area. We've received several comments and a lot of positive feedback on the change, and as always we are constantly looking for ways to serve our customers more effectively in the limited space we have available in the library.

Community Partnerships/Outreach

The library continues to serve as an active and important member of the Making Life Work collaborative initiative serving the Stanwood and Camano communities. The collaborative seeks to help pull local families out of poverty by taking a multi-generational approach to providing services and support to local families in need. Managing Librarian will be co-presenting at the July SIL managers' meeting with Darrington Library manager Asheley Bryson on the MLW collaborative (and a similar initiative serving the Darrington community) and its work, and could make this presentation available to the Stanwood Library Advisory Board if there is interest.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: July 12, 2018
SUBJECT: Approval of Voucher and Payroll Checks
CONTACT PERSON: Reina Barber, Accounting Specialist
ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher check 30102 and electronic funds transfers in the amount of \$13,703.46. Approve issuance of Washington Federal Bank payroll electronic funds transfers in the amount of \$32,450.00.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECK 30102 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$13,703.46. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$32,450.00.

CHECK REGISTER

City Of Stanwood

MCAG #: 0695

06/20/2018 To: 07/02/2018

Time: 08:08:12 Date: 07/02/2018

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3746	06/26/2018	Claims	3	EFT	WA St Dept of Revenue **	9,703.46	B&O Excise Tax - May 2018
3747	06/26/2018	Claims	3	30102	Stillaguamish Outdoor Media Corp.	4,000.00	City Of Stanwood
						001 General Fund	4,052.28
						401 Sewer Fund	2,609.85
						410 Drainage Fund	602.73
						421 Water Fund	6,438.60
							<u>13,703.46</u>
						Claims:	13,703.46

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
 () Deputy Finance Director


Date: 7-3-18

CHECK REGISTER

City Of Stanwood
MCAG #: 0695

06/20/2018 To: 07/02/2018

Time: 08:08:25 Date: 07/02/2018
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3595	06/22/2018	Payroll	3	EFT		1,000.00	June 2018 Draw
3596	06/22/2018	Payroll	3	EFT		2,000.00	June 2018 Draw
3597	06/22/2018	Payroll	3	EFT		1,000.00	June 2018 Draw
3598	06/22/2018	Payroll	3	EFT		1,800.00	June 2018 Draw
3599	06/22/2018	Payroll	3	EFT		1,350.00	June 2018 Draw
3600	06/22/2018	Payroll	3	EFT		3,000.00	June 2018 Draw
3601	06/22/2018	Payroll	3	EFT		1,600.00	June 2018 Draw
3602	06/22/2018	Payroll	3	EFT		1,000.00	June 2018 Draw
3603	06/22/2018	Payroll	3	EFT		2,000.00	June 2018 Draw
3604	06/22/2018	Payroll	3	EFT		3,000.00	June 2018 Draw
3605	06/22/2018	Payroll	3	EFT		2,000.00	June 2018 Draw
3606	06/22/2018	Payroll	3	EFT		1,000.00	June 2018 Draw
3607	06/22/2018	Payroll	3	EFT		800.00	June 2018 Draw
3608	06/22/2018	Payroll	3	EFT		1,000.00	June 2018 Draw
3609	06/22/2018	Payroll	3	EFT		1,500.00	June 2018 Draw
3610	06/22/2018	Payroll	3	EFT		1,600.00	June 2018 Draw
3611	06/22/2018	Payroll	3	EFT		500.00	June 2018 Draw
3612	06/22/2018	Payroll	3	EFT		2,500.00	June 2018 Draw
3613	06/22/2018	Payroll	3	EFT		1,500.00	June 2018 Draw
3614	06/22/2018	Payroll	3	EFT		1,300.00	June 2018 Draw
3615	06/22/2018	Payroll	3	EFT		1,000.00	June 2018 Draw
001 General Fund						32,450.00	
						32,450.00	Payroll:
							32,450.00

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  Date: 7-3-18
() Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b
DATE: July 12, 2018
SUBJECT: City Council June 21, 2018 Special Meeting Minutes
CONTACT PERSON: Erica Schorn, Deputy Clerk
ATTACHMENTS: A – Council Special Meeting Minutes

SUMMARY STATEMENT

Minutes of the June 21, 2018 Special City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE JUNE 21, 2018 SPECIAL COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Special Meeting of the City Council
Thursday, June 21, 2018 – 5:15 p.m.
10220 270th Street NW, Stanwood, Washington
MINUTES

Welcome and Introduction

Mayor Kelley called the meeting to order at 5:12 p.m.

The following Councilmembers were present: Dianne White, Elizabeth Callaghan, Timothy Pearce, Larry Sather, Kelly McGill, and Judy Williams. The meeting was quorate.

Also present: City Administrator Ryan Larsen, Finance Director David Hammond, Community Development Director Patricia Love, City Engineer/Assistant Public Works Director Shawn Smith, Deputy Clerk Erica Schorn, and Deputy Clerk Tania Hawes.

1. Utility Rate Study (Water, Sewer, Stormwater)

Finance Director David Hammond introduced the preliminary results of the utility rate study and consultants Sergey Tarasov and Paul Quinn from FCS Group. Sergey Tarasov provided the projected annual water, sewer, and drainage rate increases from 2019 to 2024 as well as increases to the Plant Investment Fees. Council discussed the presentation.

At the end of the presentation, Council adjourned for dinner at 6:13 p.m. and reconvened at 6:28 p.m. David Hammond requested direction from Council concerning how to proceed with the utility rates. Council discussed the effect of rate changes on the citizens and businesses of the city. Staff will present the rate increases to council committees and the public in the fall. Council directed staff to request FCS Group conclude their report with assumptions provided.

2. Revenue Forecast (Budget Themes and Initiatives)

Finance Director David Hammond provided an outlook of revenues and expenditures for the city's key funds. David explained an uptick in both inflation and interest rates, however the city is remaining conservative. David reviewed the general fund strategic outlook as well as the construction sales tax received from 2016 to May 2018. David explained that while construction sales tax has had a strong positive trend, it is volatile, as is the real estate excise taxes. Council discussed where the funds of the city should be used to best suit the city's needs.

Stanwood City Council Special Meeting Minutes – June 21, 2018

3. New GIS Division

City Administrator Ryan Larsen presented the creation of a new GIS Division within the Public Works Department. Council discussed the improved notational accuracy and cost benefits that GIS would provide the city. Community Development Director, Patricia Love, explained that it is important for the city to be able to control who can input information in the GIS system. The description of the positions created by GIS were also discussed by council. Council was in agreement that this would be a good use of city funds because the city would no longer need to contract out for data collection that could be done in-house.

4. Fee Ordinance and Resolution

Finance Director David Hammond presented Resolution 2018-15 updating the consolidated schedule of fees and charges and Ordinance 1458 amending various chapters of the Stanwood Municipal Code (SMC). David explained this is an effort to remove fees from the SMC and into a consolidated fee schedule. This format is easier for the public to access and is more efficient to maintain. Council discussed changes in fees relating to public records requests, building permits and land use, special events, taxicab licensing, firework sales, business licensing, and signage.

5. Discover Stanwood Camano Magazine

City Administrator Ryan Larsen presented the Discover Stanwood Camano Magazine to discuss the magazine's publication and future contracting with Philips Publishing. Ryan explained that Philips Publishing has produced two magazines a year for the last several years. Council discussed the effects of investing in a magazine for the city. Council was in support of continuing the magazine's publication.

6. Parks Update

City Administrator Ryan Larsen presented information on Ovenell, Hamilton, and Heritage Parks to discuss long term planning as well as to provide direction to staff on how to proceed with the parks. Council discussed various grants and funding for each park. Ryan also commented on the possibility of using a new consultant for the completion of Ovenell Park due to an increase in environmental and construction details that must be considered with the park. The creation of a Metropolitan Parks District (MPD) with Snohomish County and Island County was also discussed. The three organizations will further discuss an MPD at the end of the summer.

Stanwood City Council Special Meeting Minutes – June 21, 2018

7. Adjourn

Mayor Kelley adjourned the meeting at 8:04 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: July 12, 2018

SUBJECT: City Council June 28, 2018 Regular Meeting Minutes

CONTACT PERSON: Erica Schorn, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the June 28, 2018 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE JUNE 28, 2018 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, June 28, 2018 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy Clerk Erica Schorn called the roll with the following Councilmembers present: Rob Johnson, Dianne White, Elizabeth Callaghan, Timothy Pearce, Larry Sather, Kelly McGill, and Judy Williams. The meeting was quorate.

Also present: Finance Director David Hammond, Public Works Director Kevin Hushagen, Community Development Director Patricia Love, Police Chief Norm Link, Fire Chief John Cermak, City Attorney Representative Brett Vinson, Deputy Clerk Erica Schorn and Deputy Clerk Tania Hawes.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember Williams, to approve the agenda. Motion carried unanimously.

4. Citizen Comments

Tim Schmitt - 27308 101st Ave

Mr. Schmitt commented on the value of bringing agenda items to subcommittees to allow the topics to be discussed in detail.

5. Staff Reports

- a. Police Compstat Report – May 2018
- b. Reminder – Regular City Council Meeting August 23, 2018 Cancelled

6. Committee Reports

- a. Community Development

7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve June 14, 2018 Regular Meeting Minutes
- c. Special Event Permit – Stanwood Fair Parade
- d. Cancel July 26, 2018 Council Meeting
- e. Authorize the mayor to sign Heartland Merchant Services contract for Credit Card Processing Services

Stanwood City Council Meeting Minutes – June 28, 2018

f. Adopt Resolution 2018-17 Authorizing Investment in the LGIP

Motion by Councilmember Sather, second by Councilmember Williams, to approve the consent agenda items a through f. Motion carried unanimously.

8. Old Business

a. Ordinance 1458 – Amending Various Chapters of SMC Relating to Fees, First Reading and Resolution 2018-15 – Update Consolidated Schedule of Fees and Charges

Finance Director David Hammond presented first reading of Ordinance 1458 and Resolution 2018-15. David explained that the city is systematically taking fees out of the municipal code, and putting them in one consolidated schedule in order to make the fees easier to maintain and understand.

Motion by Councilmember Sather, second by Councilmember Callaghan, to approve first reading of Ordinance 1458 and advise staff to present Resolution 2018-15 and Ordinance 1458 to Council on July 12, 2018 for second reading and final adoption. Motion carried unanimously.

b. Adopt Resolution 2018-16 Placing Annexation into NCRFA on November Ballot

Finance Director David Hammond presented Resolution 2018-16 to Council for adoption, declaring the city's intent to place a measure on the November 2018 ballot concerning annexation into the NCRFA. David explained the rationale for the decision and that one benefit of annexation is that citizens would be able to directly elect their fire board commissioners.

Council clarified whether the commissioner terms would be staggered, and discussed the appointment and election of Fire Board Commissioners.

Motion by Councilmember Sather, second by Councilmember Callaghan, to adopt Resolution 2018-16 calling for a special election on the November 6, 2018 general election date, for voters of the City of Stanwood to approve or reject the annexation of the City of Stanwood to be part of the North County Regional Fire Authority. McGill – yes, Williams – yes, Johnson – yes, White – yes, Callaghan – yes, Pearce – yes, Sather – yes. Motion carried unanimously.

c. Authorize the mayor to sign the Integrated Planning Grant with Department of Ecology and Approve the Scope of Work from Maul Foster and Algoni

Community Development Director Patricia Love presented the Integrated Planning Grant. Patricia explained the grant would apply to both the Raplee and the Hamilton properties. The grant would be used to perform site investigations, look at development opportunities, and master planning. The first item before council is a reimbursable grant from the Department of Ecology, the second item is the scope of work that would be done by Maul Foster.

Motion by Councilmember Sather, second by Councilmember McGill, to authorize the mayor to sign the integrated planning grant with the Department of Ecology for acceptance of the grant funding for \$300,000. Motion carried unanimously.

Motion by Councilmember Sather, second by Councilmember McGill, to approve the scope of work in Attachment "B" with Maul Foster & Algoni not to exceed \$275,000 for services related to administering the integrated planning grant. Motion carried unanimously.

Stanwood City Council Meeting Minutes – June 28, 2018

9. New Business

a. Adopt Resolution 2018-13 – Tourism Grant

Community Development Director Patricia Love, presented the tourism grant policy to council. Patricia commented that the Economic Development Board suggested changes to the amounts, resulting in \$2,250 being budgeted for new events in the first year, and \$1,000 being budgeted every year for existing events.

Councilmember Callaghan commented that the reason council limited the amount budgeted for existing events was to encourage events to be self-sustaining once they are started as well as to promote the creation of new events within the city.

Motion by Councilmember Sather, second by Councilmember White, to adopt Resolution 2018-13 establishing a grant program and procedure to solicit and facilitate proposals from agencies and groups actively engaged in the promotion and enhancement of new and existing tourism and events. McGill – yes, Williams – yes, Johnson – yes, White – yes, Callaghan – yes, Pearce – yes, Sather – yes. Motion carried unanimously.

b. Authorize the mayor to sign an agreement with WSDOT for Maintenance of Shelter at Stanwood Station

Community Development Director Patricia Love presented an extension to an existing agreement with WSDOT for the shelter at the Stanwood Train Station. The original agreement was put in place when the shelter was installed in 2015. The city is responsible for the maintenance needed for the shelter and this agreement would extend the pilot project for another two years.

Councilmember White asked Public Works Director Kevin Hushagen if there has been any vandalism to the shelter and he commented that there has not.

Motion by Councilmember Sather, second by Councilmember McGill, to authorize the mayor to sign agreement No. GCB 2956 between the City of Stanwood and the Washington State Department of Transportation to maintain an enclosed shelter facility at Stanwood Station. Motion carried unanimously.

c. Authorize the mayor to sign a contract with RH2 to perform Water/Sewer Availability Analysis

Public Works Director Kevin Hushagen presented a contract with RH2 Engineering. As subdivisions and plats come into the city, the city requires the applicant to submit a water and sewer availability request. RH2 provides modeling software necessary to confirm that the new developments will not put the city's utility system in jeopardy.

Councilmember Johnson asked if the city has conducted a study for the city's water availability overall. Kevin explained that the city does have a 2015 water comprehensive plan that analyzes what water capacity the city needs as well as what the city currently has.

Stanwood City Council Meeting Minutes – June 28, 2018

Motion by Councilmember Sather, second by Councilmember Callaghan, to authorize the mayor to enter into an agreement with RH2 Engineering for a water and sewer availability analysis for the trailside plat, for \$8,600. Motion carried unanimously.

- d. Authorize the mayor to sign ILA with Snohomish County for Emergency Management Services

Finance Director David Hammond presented a three-year interlocal agreement (ILA) with Snohomish County for emergency management services. The ILA would provide an economical mechanism for administration and coordination of county and city emergency management programs. By statute the city is required to have a local organization or be a member of a local organization for emergency management systems and the city has been a party to this agreement since 2006.

Motion by Councilmember Sather, second by Councilmember White, to authorize the mayor to sign the interlocal agreement between the City of Stanwood and Snohomish County for administration and coordination of County and City emergency management programs. Motion carried unanimously.

10. Reports of Officers and Committees

- a. Mayor's Report

The mayor welcomed Councilmember McGill to his first regular council meeting. There was also the first concert of the year after the car show last Sunday. The mayor counted over 150 people in attendance. The next concert will feature Shaggy Sweet on July 7th. The farmers market is Friday, June 29th.

The mayor commented that there will not be a city administrator's report tonight as Ryan Larsen is at an AWC conference in Yakima, WA. The mayor regretfully informed council that Ryan had notified staff that he was taking a position with a private development company. Ryan will be with us until about the 1st of August. During the executive session council will be discussing how the city will be moving forward.

- b. City Administrator's Report
- c. Councilmember Reports and Questions

Councilmember McGill asked Public Works Director Kevin Hushagen if the drainage and hydrology of the Trailside site has been addressed. Kevin responded that the city has found some issues to be fixed and the problem has been addressed.

Councilmember McGill also asked if the narrow access and parking to the Trailside site has been improved. Kevin responded that the city is addressing the problem and the issue will need to be fixed before the plat can be approved.

Councilmember Johnson commented that the car show on Sunday, June 24th is one of the bright spots of the whole community. He also apologized for not being present for the special council meeting on June 21st.

Stanwood City Council Meeting Minutes – June 28, 2018

Councilmember Williams commented that she went to the summer concert on Sunday, June 24th and she is very happy about the continual growth and encouragement that the event has received from the community. The event has also attracted people from outside of the city and Councilmember Williams is excited that the event is continuing to grow and become a larger and more involved community event.

11. Citizen Closing Comments

There were no citizen comments.

12. Adjourn to Executive Session for Property Acquisition [RCW 42.30.110(C)]

Council adjourned to executive session on property acquisition with the addition of reviewing the performance of a public employee [RCW 42.30.110 (g)] at 7:47 p.m. for ten minutes. Council announced they were extending their meeting for another four minutes at 8:00 p.m. Council reconvened at 8:04 p.m.

13. Reconvene and Adjourn

There being no further business before the council, Mayor Kelley adjourned the meeting at 8:04 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Erica Schorn, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7d
DATE: July 12, 2018
SUBJECT: Appointments to the Stanwood Planning Commission
CONTACT PERSON: Erica Schorn, Deputy Clerk
ATTACHMENTS: A - Letters of Interest

ISSUE

Does the City Council concur with Mayor Kelley's recommendation to appoint Darren Robb to the Stanwood Planning Commission?

RECOMMENDATION

Appoint Darren Robb to Position 2 of the Stanwood Planning Commission, left vacant by Kelly McGill's appointment to the Stanwood City Council. Mr. Robb would be appointed to complete Councilmember McGill's Planning Commission term which will expire in December 2022.

SUMMARY STATEMENT

Kelly McGill was appointed to Position 6 on the City Council in June 2018, leaving Position 2 on the Planning Commission vacant. Darren Robb has submitted a letter of interest (Attachment A) for the vacant Planning Commission seat. No other inquiries were received for the position.

Mayor Kelley is requesting that the City Council concur in appointing Mr. Robb to the Planning Commission to complete the unexpired term of Kelly McGill. The Planning Commission has an annual work program and it is important to have a full and experienced Commission for these important recommendations.

CITY COUNCIL OPTIONS

- 1) Approve the mayor's appointment to the Planning Commission.
- 2) Seek additional candidates for consideration for appointment.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF DARREN ROBB TO THE STANWOOD PLANNING COMMISSION TO FILL THE UNEXPIRED TERM FORMERLY HELD BY KELLY MCGILL.

ATTACHMENT A

Darren Robb
28526 69th Dr NW
Stanwood, WA 98292
360.631.9844
darren.myron@outlook.com

July 2, 2018

Mayor Leonard Kelley
City of Stanwood
10220 270th St NW
Stanwood, WA 98292

Dear Mr. Kelley,

I am writing to you to express my interest in the vacant Planning Commission vacancy. I have a vested interest in the future of our beautiful little city, and a deep knowledge of its rich, unique history.

When people discuss Stanwood's agricultural and Scandanavian roots, they are referring, in a way, to my family. My great, great grandfather homesteaded in the Stillaguamish River valley – land that my family continues to farm. After college and marriage, my wife and I were drawn back to our hometown where we are raising our two young children. I feel a great responsibility to ensure the health, vitality, and success of the city they will grow up in and that is ingrained in the fabric of my family.

I work in transportation policy for Snohomish County Public Works Transportation and Environmental Services. I work daily to plan and fund the transportation needs for Snohomish County, and I am very familiar with the environmental and growth-related issues facing our region and our community. Additionally, I have spent ten years developing and managing public budgets and capital programs. I have a proven track record of delivering balanced budgets, with expertise in prioritizing and right-sizing public activities within available revenues and resources. I have built my career around fiscal accountability and understand first-hand the responsibilities of being a steward of public funds.

I have watched our community grow and evolve over the last 30+ years. I believe our city's continued success is in maintaining its identity and small-town feel through smart growth and by remaining an attractive destination for small businesses. I believe my personal values and integrity, rooted in community history, will make me an effective and committed public servant.

I hope to schedule an interview with you to answer any questions you may have about me, my resume, or my interest in serving our fine city. Please do not hesitate to contact me at the information above.

Thank you for your time and consideration.

Sincerely,

Darren Robb



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: July 12, 2018

SUBJECT: Resolution 2018-15– Update Consolidated Schedule of Fees and Charges and Ordinance 1458 – Amending Various Chapters of SMC Relating to Fees

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – Resolution 2018-15 Revised Consolidated Schedule of Fees and Charges
B – Ordinance 1458 – Amending Various Chapters of SMC Relating to Fees

ISSUE

Second reading and final adoption of Ordinance 1458 Amending Various Chapters of the Stanwood Municipal Code (SMC) Relating to Fees and review of Resolution 2018-15 updating the city's Consolidated Schedule of Fees and Charges.

RECOMMENDATION

Conduct second reading and final adoption of Ordinance 1458 Amending Various Chapters of the SMC Relating to Fees and review Resolution 2018-15 updating the city's Consolidated Schedule of Fees and Charges.

DISCUSSION

City staff continue to amend the Stanwood Municipal Code by moving fees and charges to a single consolidated schedule of fees. This format is easier for the public to access and is more efficient to maintain. Further, staff recommends annual review and update to the consolidated schedule of fees and charges. This current effort includes amendment of fees related to public records requests, building permits and land use, special events, taxicab licensing, firework sales, business licensing and signage. The resolution will update the fee schedule, and the ordinance will remove specific fees and charges currently in various code sections so that they may be consolidated into the fee schedule.

The city adopted a public records act policy on September 28, 2017. Resolution 2018-15 implements the fee structure outlined in that policy, which is modeled after 2017 statute changes.

This update to the fee schedule includes an increase of the fireworks license fee from \$25.00 to \$100.00, which is commensurate with neighboring jurisdictions. This update does not increase business license fees, signage fees, or temporary merchant fees, but simply moves them from ordinance to the consolidated fee resolution.

Grading fees are simplified, building permit fees have been removed from ordinance to the fee resolution and where possible refer to externally published sources rather than for amounts, such as the International Building Code and the Building Safety Journal.

This update also clarifies fees related to special events, including the amount and conditions under which the city may contribute toward costs.

Mechanical and plumbing permit fees were increased nominally, in order to reflect staff cost increases. These fees have remained unchanged since 1997.

FINANCIAL IMPACT

The financial impacts of these fee changes are outlined within this staff report.

COMMITTEE RECOMMENDATION

This item has not gone to committee, however Council reviewed this item at the June 21, 2018 Special Council Meeting. At the June 28th Council Meeting, Council approved first reading of the Ordinance and recommended adoption of the Fee Resolution. Both are presented tonight for final adoption.

STAFF RECOMMENDATION

Staff recommends adoption of the proposed changes to the fee schedule and the SMC.

CITY COUNCIL OPTIONS

1. Approve second reading and final adoption of Ordinance 1458 and Resolution 2018-15.
2. Do not adopt Resolution 2018-15 and Ordinance 1458.
3. Remand Resolution 2018-15 and Ordinance 1458 and direct staff to address specific council concerns or provide additional information.

RECOMMENDED MOTION

Motion 1:

I MOVE TO APPROVE SECOND READING AND FINAL ADOPTION OF ORDINANCE 1458 AMENDING VARIOUS CHAPTERS OF THE STANWOOD MUNICIPAL CODE RELATING TO FEES.

Motion 2:

I MOVE TO ADOPT RESOLUTION 2018-15 UPDATING THE CONSOLIDATED SCHEDULE OF FEES AND CHARGES.

**CITY OF STANWOOD
Stanwood, Washington**

RESOLUTION 2018-15

**A RESOLUTION OF THE CITY OF STANWOOD,
WASHINGTON, ADOPTING A REVISED CONSOLIDATED
FEE AND CHARGE SCHEDULE AND TO REPEAL AND
REPLACE RESOLUTION NO. 2018-04**

WHEREAS, on November 23, 2015 the City Council adopted Resolution 2015-23 updating the City's consolidated fee schedule; and

WHEREAS, on March 22, 2018 the City Council adopted Resolution 2018-04 further updating the City's consolidated fee schedule; and

WHEREAS, the City recognizes the need to recover the ongoing cost of providing services; and

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

WHEREAS, regarding fees for public records requests, the City has deemed it unduly burdensome to calculate the actual costs of charges for providing public records and lacks the necessary funds and staff resources to conduct a comprehensive study to determine its actual copying costs. The City therefore adopts charges for these services based on the statutory default copy fee schedule set forth in RCW 42.56.120(2)(b)(i)-(v); and

WHEREAS, the City Council wishes to make these adjustments to fees to more closely reflect actual cost of services effective July 23, 2018;

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

Section 1. The schedule of fees and charges attached hereto and incorporated by this reference as Exhibit 1 is hereby adopted effective July 23, 2018.

Section 2. The Stanwood City Council hereby finds that the fees and charges set forth in Exhibit 1 reflect the reasonable costs of providing the services set forth therein.

Section 3. Repealer. Resolution No. 2018-04 adopted on March 22, 2018 is hereby repealed.

PASSED by the City Council and Approved by the Mayor this July 12, 2018.

CITY OF STANWOOD

By _____
Leonard Kelley, Mayor

ATTEST:

By _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By _____
Grant Weed, City Attorney

EXHIBIT 1**Revised Consolidated Fee Schedule – effective July 23, 2018****Table of Contents**

Type of Fee or Charge	Page
Land Use	2
Right of Way	6
Building Permits	7
Animals	8
Code Violations – Penalties	9
Utilities	10
Special Events and Banner Hanging	11
Signage	11
Fireworks	12
Business Licenses	12
Temporary Merchants	12
Public Records	12

LAND USE FEES AND CHARGES	
Activity	Fee
Public Notice	\$60 per required publication Plus actual cost if greater
Floodplain Certificate Development Permit	Free
SEPA	\$275 non-project \$450 other
SEPA Addendum	\$72/hour
EIS	Direct 100% of consultant cost plus staff hourly rate
FPA Waiver	\$800 Plus \$100/acre over 5 Plus cost of hearing
Grading	\$250 -- 50 to 499 Cubic Yards \$500 -- 500 to 1000 Cubic Yards \$750 -- Over 1,000 Cubic Yards
Preliminary Short Plat ¹	\$3,600
Preliminary Long Plat ¹	\$7,000 Plus \$250/lot Plus cost of hearing
Plat Amendment	\$72/hour, Plus cost of hearing
Final Plat/PRD	\$700 + \$125 per lot
Binding Site Plan ¹	\$3,000, Plus \$300/lot
Preliminary PRD/PUD ¹	\$5,550 Plus \$250/lot Plus cost of hearing
Development Agreement ¹	\$2,000, Plus cost of hearing
Administrative Variance	\$600
Hearing Examiner Variance	\$1,200, Plus cost of hearing
Comprehensive Plan Amendment	\$1,500
Administrative Interpretation	\$100
Administrative Decision, Modification, Adjustment	\$100 first application \$125 each additional application
Annexation	\$1,000

¹Includes first engineering review, additional reviews charged at cost

LAND USE FEES AND CHARGES	
Activity	Fee
Boundary Line Adjustment	\$950
Administrative Conditional Use	\$100
Conditional Use	\$1,000, Plus cost of hearing
Unclassified Use Determination	\$100
Wireless Communication Facility	\$2,000
Rezone	\$1,000
Zoning Text Amendment	\$800
Shoreline Conditional Use	\$950, Plus cost of hearing
Shoreline Substantial Development	\$500 < \$100k \$1,000 > \$100k<250K \$2,000 > 250k
Driveway Permit	\$80
Demolition	\$50 Shed \$150 Single Family Residence \$250 Commercial
Critical Areas	\$25 Exemption (non-Flood) \$50 Exemption (Flood/non-Flood) \$250 Checklist SFR/Duplex \$350 Checklist Other \$350 Critical Areas Report/Checklist Peer review at cost Plus 100% consultant cost
Technology Fee (applied to all permit transactions)	3%, Except 5% site development fee, Construction Plan Fee, impact fees, and mitigation fees
Landscape Plan	\$400, Plus 100% consultant cost
Landscape Plan Modification	\$200, Plus 100% consultant cost
Landscape Inspections	\$150 \$50 re-inspections Plus 100% Consultant cost
Adult Family Home Application	\$75, per application
Pre-Application	\$300, plus 100% Consultant cost, if applicable
Temporary Use	\$25
Permit Extensions	\$100
Appeal	\$500, Plus cost of hearing

LAND USE FEES AND CHARGES	
Activity	Fee
Reconsideration	\$200, Plus cost of hearing
Certificate and temporary certificate of/change of occupancy	\$25 (fee may be applied to building permits if required for certificate)
Concurrency evaluation ¹	\$400 plus consulting fees for engineering review plus 100% Consultant cost, if applicable
Concurrency reconsideration	\$200 plus consulting fees for engineering review plus 100% Consultant cost, if applicable
Encroachment Permit	New structures, \$50 No Fee for existing structures permitted by 2016
Right-of-way Vacation	\$350
Right-to-Farm (under 10 acres)	\$50
Right-to-Farm (10 acres or greater)	\$100
Water/Sewer Certificate of Availability	\$500 per certificate
Fire Plan Check	\$100
Re-Inspection Fee	\$75
Postage	At cost
Copies	\$.15/page side @ 8 1/2"x11"
Publications	Actual cost

¹ Includes first engineering review, additional reviews charged at cost

Site Development Fee	
Activity	Fee
Minor	\$125 + Actual Cost of Consultant time if applicable (see Consultant Fee) for projects between \$0 and \$5,000 valuation
	\$250+ Actual Cost of Consultant time if applicable (see Consultant Fee) for projects between \$5,001 and \$15,000 valuation
	\$500 + Actual Cost of Consultant time if applicable (see Consultant Fee) for projects between \$15,001 and \$30,000 valuation
	\$1,000 + Actual Cost of Consultant time if applicable (see Consultant Fee) for projects over \$30,000 valuation
Major	\$2,000 for first two reviews + each additional review will be charged: a) \$75 per hour staff time and/or b) Actual Cost of Consultant time if applicable (see Consultant Fee)
Construction Plan	
Activity	Fee
Residential developments 1- 9 units	\$1,500 + \$100 per lot for first two reviews + each additional review will be charged either charge: a) \$75 per hour staff time and/or b) Actual Cost of Consultant time (see Consultant Fee)
Residential developments 10 or more units	\$1,500 + \$150 per lot for first two reviews + each additional review will be charged: a) \$75 per hour staff time and/or b) Actual Cost of Consultant time if applicable (see Consultant Fee)
Commercial and/or non-residential developments	\$5,000 for first two reviews + each additional review will be charged: a) \$75 per hour staff time and/or b) Actual Cost of Consultant time if applicable (see Consultant Fee)
Consultant Fees (when applicable)	Applicant pays actual cost charged plus 5% administrative fee

Inspection Fee¹ (Government Facilities Exempted³)	
Activity	Fee
\$0 - \$500,000 value	3.50% of Estimated Engineers Construction Cost²
> \$500,000 value (See Note 1, below)	2.00% of Estimated Engineers Construction Cost²

Notes:

- 1. Minimum Inspection Fee \$19,500 and Maximum Inspection Fee \$60,000**
- 2. Includes labor, equipment, materials, overhead, and profit**
- 3. “Governmental Facility” means a facility wholly or partially funded by tax dollars including government of the United States, the governments of the state of Washington, Snohomish County, the City of Stanwood, Regional Fire Authorities, Public Schools, Colleges, and Universities.**

Right of Way Permit	
Activity	Fee
Underground Utilities Boring - First 100 LF, plus	\$150
per additional 1,000 LF	\$150
Street Cuts over 50 LF of Trenching - First 100 LF, plus	\$150
Per additional 100 LF, up to 1,000 LF	\$40
Per 100 LF or portion thereafter	\$18
Utility Poles - First 6 poles, plus	\$75
Per each additional pole	\$10
Residential Driveway	\$100
Commercial Driveway	\$150

BUILDING PERMITS			
Activity		Fee	
Commercial		As provided in the latest International Building Code with valuations provided in the latest edition of the Building Safety Journal	
Commercial Mechanical & Plumbing Fees		Fee based on the latest edition of the Building Safety Journal	
Residential Mechanical & Plumbing Fees		Base fee of \$25, plus charges identified in the following table:	
Type of Fixture		Type of Equipment	
Water closet (toilet)	\$15.00	Air conditioner unit	\$25.00
Bathtub	\$15.00	Boilers	\$20.00/\$30.00/\$40.00
Lavatory (wash basin)/sink	\$15.00	Forced air system	\$25.00
Shower	\$15.00	Wall heaters	\$16.00
Kitchen sink and disposal	\$15.00	Unit heaters	\$16.00
Dishwasher	\$15.00	Evaporative coolers	\$15.00
Laundry tray	\$15.00	Ventilation fans	\$15.00
Clothes washer	\$15.00	Refrigeration unit	\$25.00
Water heater	\$15.00	Range hood	\$20.00
Urinal	\$15.00	Air handling unit	\$25.00
Drinking fountain	\$15.00	Stove	\$40.00
Floor drain	\$15.00	Fireplace and chimney	\$25.00
Backflow prevention	\$20.00	Gas piping	\$15.00
Roof drains (rain leaders)	\$15.00	Above ground tank	\$100.00
Vacuum breaker	\$15.00	Underground tank	\$75.00
Water service line	\$15.00		

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

CODE VIOLATION - PENALTIES		
Activity	Fee	
Class A Code Violation – First Offense (SMC 13.01.045 and SMC 8.02.490 (1) re: 8.02.440 – .480)	\$250	
Class A Code Violation – Second Offense (SMC 13.01.045 and SMC 8.02.490 (1) re: 8.02.440 – .480)	\$500, within first year of violation	
Class A Code Violation – Third Offense (SMC 13.01.045 and SMC 8.02.490 (1) re: 8.02.440 – .480)	\$1,000, within first year of violation	
Class B Code Violation – First Offense (SMC 13.01.045 and SMC 8.02.490 (1))	\$50	
Class B Code Violation – Second Offense (SMC 13.01.045)	\$250, within first year of first violation	
Class B Code Violation – Third Offense (SMC 13.01.045 and SMC 8.02.490 (1))	\$500, within first year of first violation	
Violation Misdemeanor	A jail term of not more than 90 days, a fine of not more than \$1,000, or both such fine and imprisonment + costs	
Gross Misdemeanor	A jail term of not more than 364 days, a fine of not more than \$5,000, or both such fine and imprisonment + costs	
PARKING		
Civil Infraction Fine (SMC 10.46.135) If paid within 10 days*	\$35.00	\$10.00*
Handicapped Violation (SMC 10.46.115) If paid within 10 days*	\$350.00	\$175.00*

UTILITY BILLING FEES & CHARGES	
Activity	Fee
Water Disconnection Fee - Regular	\$27.50
Water Disconnection Fee - Frequent	Shut off more than once in a 12-month period \$40.00
Water Disconnection Fee – After Hours	Shut off after 4:00 pm on weekdays, weekends and holidays \$150.00
Meter Removal	\$150.00
Water Connection Fee - Regular	\$27.50
Water Connection Fee - Frequent	Turn on more than once in a 12-month period \$40.00
Water Connection Fee – After Hours	Turn on after 4:00 pm on weekdays, weekends and holidays \$150.00
Meter Reinstall	\$150.00
Meter Read Outside Normal Cycle Requested by Customer	\$15.00
Water Meter – Acts of Vandalism	Reimburse City for actual costs of repairs
NSF Check Fee	\$40.00
Irregular Check Fee	\$25.00 -- Post-dated, unsigned, or otherwise not acceptable for bank deposit
Lien Recording or Release	Actual cost of Recording

Special Events and Banner Hanging Fee other Events	
Activity	Fee
Application Fee	\$50.00
Banner Hanging Fee (see policy item 3 below)	\$180.00
Off Duty Police when needed is determined by Police Chief (see policy item 1 below)	\$50.00 per hour per officer \$60.00 per hour for traffic Control
Overtime for Police when needed is determined by Police Chief (see policy item 1 below)	\$56.00 per hour for on-duty officer

City Contribution Policy

1. The event sponsor is to pay the cost of off duty police and overtime for police as determined by the Stanwood Police Chief.
2. The City is to cover the cost of Public Works and Community Development employee work created by the special event if during normal work schedule, overtime will be billed to applicant.
3. For special events which request City contribution, the City will sponsor 75% of the cost of the Banner Hanging Fee when the event 1) is held in the City and 2) attracts the general public to the commercial areas.

Signage		
Type of Sign	Building Permit Fee (per sign)	Fee
Monument	Based on Valuation	\$100.00
Freestanding	Based on Valuation	\$100.00
Gable	Based on Valuation	\$100.00
Wall and Projecting	Based on Valuation	\$100.00
Marquee, awnings and canopies	Based on Valuation	\$100.00
Variance process for any signage	No Fee	\$65.00
“A” Board and other portable signs	No Fee	\$10.00
Sign modification	No Fee	\$10.00
Temporary promotional display	No Fee	\$25.00

Business Licenses, Temporary Merchants and Fireworks	
Activity	Fee
Business Licenses	\$50.00 Note: City of Stanwood Business Licenses are administered by the Washington State Department of Revenue's (DOR) Business Licensing Service, see: http://bls.dor.wa.gov/ to obtain a license. DOR information line: 1(800) 451-7985
Temporary Merchants Licenses	
Temporary Merchant	\$35.00
Peddlers & solicitors (per person)	\$20.00
Mobile unit vending	\$45.00
Charitable solicitations	\$45.00
Fireworks	\$100.00
Taxicabs	
Taxicab Operator License	\$50.00 plus cost of background check
Per Vehicle Fee	\$25.00
Per Driver Fee	\$25.00

Public Records Act –Related fees (Copying, Faxing and Transmission)	
Activity or item	Fee
Photocopies or printed copies	<i>Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment to photocopy public records;</i>
Scanning	<i>Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.</i>
Electronic files	<i>Five cents per each four electronic files or attachment uploaded to email, cloud-based data storage service, or other means of electronic delivery.</i>
Transmission of electronic files	<i>Ten cents per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The agency shall take reasonable steps to provide the records in the most efficient manner available to the agency in its normal operations.</i>
Storage Devices	<i>The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requestor, and the actual postage or delivery charge.</i>

CITY OF STANWOOD
Stanwood, Washington

ORDINANCE 1458

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING VARIOUS CHAPTERS OF THE STANWOOD MUNICIPAL CODE RELATING TO MUNICIPAL FEES, AMENDING SMC SECTIONS: 2.48.020, 3.30.070, 3.30.075, 3.30.080, 3.30.090, 3.30.120, 5.04.050, 5.04.080, 5.06.050, 5.12.050, 5.12.110, 14.04.030 ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City charges various fees and charges that were established in different sections of the Stanwood Municipal Code, which makes it difficult for citizens to locate them, and also makes administration inefficient,

WHEREAS, the City maintains a consolidated fee resolution that is more accessible; this ordinance relocates various fees from Stanwood Municipal Code to the consolidated fee resolution.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1.A. SMC Section 2.48.020 entitled "Designated" is hereby amended to read as follows:

2.48.020 Designated.

The designated fees previously established in SMC 2.48.020 and any other fees shall hereafter be established by resolution of the City Council.

~~By reason thereof, the city clerk is authorized and directed to fix charges for such services as follows:~~

~~(1) Releasing sewer service lien: actual cost of recording;~~

~~(2) Certificate as to LID charges: \$1.00;~~

~~(3) Photocopies, no certification, per page: \$0.15;~~

~~(4) Publication charges: actual cost of publication;~~

~~(5) Sending or receiving facsimile transmittals: \$0.50 per page.~~

Section 1.B. SMC Section 3.30.070 entitled "Sign Fees" is hereby amended to read as follows:

3.30.070 Sign fees.

The sign fees previously established in SMC 3.30.070 and any other fees shall hereafter be established by resolution of the City Council.

Type of Sign	Building Permit Fee Per Application	Sign Permit Fee Per Sign
Monument	valuation	\$100.00
Freestanding	valuation	\$100.00
Gable	valuation	\$100.00
Wall and projecting	valuation	\$100.00
Marquee, awnings and canopies	valuation	\$100.00
Variance process for any signage	-	\$65.00
"A" board and other portable signs	-	\$10.00
Sign modification	-	\$10.00
Temporary promotional display	No Fee	-
Banner/encroachment over city right-of-way	-	-
(1) Banners processed with a special event permit or city sponsored	-	Established by resolution
(2) Banners for events not requiring a special event permit/not city sponsored	-	Established by resolution

(Ord. 1357 § 1, 2013; Ord. 1343 § 2, 2013; Ord. 1323 § 4, 2012; Ord. 1311 § 2, 2012; Ord. 1262 § 6, 2010; Ord. 1047A, 1999; Ord. 1047, 1998; Ord. 966, 1996; Ord. 935, 1995; Ord. 918, 1995).

Section 1.C. SMC Section 3.30.075 entitled “Building and Construction Fees” is hereby amended to read as follows:

3.30.075 Building and construction fees.

The building and construction fees previously established in SMC 3.30.075 and any other fees shall hereafter be established by resolution of the City Council.

Building permit fees	As provided in the 2015 International Building Code with valuations provided in the latest edition of the Building Safety Journal
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~~Mechanical and plumbing fees~~

~~Commercial Fee based on valuations provided in the latest edition of the Building Safety Journal~~

~~Residential Base fee of \$25.00 plus charges identified on the following table~~

Type of Fixture		Type of Equipment	
Water closet (toilet)	\$10.00	Air conditioner unit	\$20.00
Bathtub	\$10.00	Boilers	\$20.00/\$30.00/\$40.00
Lavatory (wash basin)/sink	\$10.00	Forced air system	\$20.00
Shower	\$10.00	Wall heaters	\$16.00
Kitchen sink and disposal	\$10.00	Unit heaters	\$16.00
Dishwasher	\$10.00	Evaporative coolers	\$15.00
Laundry tray	\$10.00	Ventilation fans	\$10.00
Clothes washer	\$10.00	Refrigeration unit	\$15.00
Water heater	\$10.00	Range hood	\$15.00
Urinal	\$10.00	Air handling unit	\$20.00
Drinking fountain	\$10.00	Stove	\$35.00
Floor drain	\$10.00	Fireplace and chimney	\$20.00
Backflow prevention	\$10.00	Gas piping	\$10.00
Roof drains (rain leaders)	\$10.00	Above ground tank	\$90.00
Vacuum breaker	\$10.00	Underground tank	\$60.00

Type of Fixture	Type of Equipment
Water service line \$10.00	

~~Satellite receiving permit (units three feet or more)~~ ~~\$25.00~~

~~Right of way use permit~~ ~~Established by resolution~~

~~Wireless facility lease~~ ~~\$1,000~~

(Ord. 1434 § 1, 2016; Ord. 1360 § 2, 2013; Ord. 1357 § 1, 2013; Ord. 1293 § 2, 2011; Ord. 1171 § 5, 2005; Ord. 1073 § 1, 1999; Ord. 1047A, 1999; Ord. 1047, 1998; Ord. 1008, 1998; Ord. 1002, 1997; Ord. 973, 1996).

Section 1.D. SMC Section 3.30.080 entitled “Business License Annual Fees” is hereby amended to read as follows:

3.30.080 Business license annual fees.

The business license annual fees previously established in SMC 3.30.080 and any other fees shall hereafter be established by resolution of the City Council.

~~General business~~ ~~\$50.00~~

~~Animal shelters, kennels, pet shops, grooming services, see SMC [3.30.100](#), Dog license and animal control fees.~~

(Ord. 1352 § 1, 2013; Ord. 1309 § 2, 2012; Ord. 1217 § 2, 2007; Ord. 1047A, 1999; Ord. 1047, 1998; Ord. 949, 1996).

Section 1.E. SMC Section 3.30.090 entitled “Temporary Merchants License Fees” is hereby amended to read as follows:

3.30.090 Temporary merchants license fees.

The temporary merchants license fees previously established in SMC 3.30.090 and any other fees shall hereafter be established by resolution of the City Council.

~~Temporary merchants~~ ~~\$35.00~~

Peddlers and solicitors (per person)	\$20.00
Mobile unit vending	\$45.00
Charitable solicitations	\$45.00
Special event	Established by resolution

(Ord. 1343 § 3, 2013; Ord. 1309 § 3, 2012; Ord. 1047A, 1999; Ord. 1047, 1998; Ord. 949, 1996).

Section 1.F. SMC Section 3.30.120 entitled “Stopping standing and parking” is hereby amended to read as follows:

3.30.120 Stopping, standing and parking.

The stopping, standing and parking fees previously established in SMC 3.30.120 and any other fees shall hereafter be established by resolution of the City Council.

Civil infraction fine (SMC 10.46.135)	\$35.00*
*if paid within 10 days	\$10.00
Handicapped violation (SMC 10.46.115)	\$350.00**
**if paid within 10 days	\$175.00

(Ord. 1047A, 1999; Ord. 1047, 1998).

Section 1.G. SMC Section 5.04.050 entitled “ “License – Required” ” is hereby amended to read as follows:

5.04.050 License – Required.

It is unlawful for any person, firm, copartnership or corporation to engage in the retail sale of fireworks within the city without first having obtained a license from the clerk-treasurer. ~~The annual fee to be charged for the issuance of any such retail license shall be \$10.00, which fee shall cover but one retail sales outlet.~~ (Ord. 243 § 5, 1963).

Section 1.H. SMC Section 5.04.080 entitled “License – Application – Insurance required” is hereby amended to read as follows:

5.04.080 License – Application – Insurance required.

Application for a license:

(1) Shall be made in writing accompanied by a license fee, which will be established by resolution. ~~of \$25.00;~~

(2) Shall be made on or prior to June 1st of each year. Applicants for any such license shall be notified by the clerk-treasurer of the granting or rejection of their application for license on or before June 15th of each calendar year; and, if any applicants are not granted a license, the fee shall be refunded;

(3) Shall set forth the proposed location of the fireworks stand applied for; and

(4) No retail fireworks permit may be issued to any applicant unless the retail fireworks stand is covered by a liability insurance policy with coverage of not less than \$50,000 and \$500,000 for bodily injury liability for each person and occurrence, respectively, and not less than \$50,000 for property damage liability for each occurrence, unless such insurance is not readily available from at least three approved insurance companies. If insurance in this amount is not offered, each fireworks permit shall be covered by a liability insurance policy in the maximum amount offered by at least three different approved insurance companies. (Ord. 1379 § 3, 2014; Ord. 1346, 2013; Ord. 554 § 3(d), 1980; Ord. 243 § 8, 1963).

Section 1.I. SMC Section 5.06.050, entitled “Fees” is hereby amended to read as follows:

5.06.050 Fees.

The special event permit fees previously established in SMC 3.30 shall be established by resolution. ~~Except as otherwise provided herein, fees for special event permits shall be in accordance with the fee schedule for special events provided in Chapter 3.30 SMC, Fee Schedule. (Ord. 1309 § 5, 2012).~~

Section 1.J. SMC Section 5.12.050, entitled “License – Fee” is hereby amended to read as follows:

5.12.050 License – Fee.

~~Taxi license fees shall hereafter be established by resolution of the City Council.~~
~~The occupational license fee shall be \$25.00 per year plus \$10.00 per year for each taxicab~~
~~and for hire car licensed. All such licenses shall expire on December 31st of each year and~~
~~shall not be transferable from owner to owner or from car to car.~~ (Ord. 554 § 3(f)(1), 1981;
Ord. 174 § 1, 1952; Ord. 164 § 5, 1946).

Section 1.K. SMC Section 5.12.110, entitled “Operator license – Fee required” is hereby amended to read as follows

5.12.110 Operator license – Fee required.

Each applicant shall also accompany his application with a certified check or cashier's check made payable to the clerk-treasurer, or cash in ~~the sum of \$10.00~~ an amount established by resolution, which check or cash shall be returned to the applicant if no license shall be issued hereunder, otherwise retained by the clerk-treasurer as an annual license fee. All licenses issued to drivers hereunder shall expire on December 31st of each year, unless previously revoked. The power of revocation with or without cause being expressly reserved to the council as provided in SMC 5.12.120. (Ord. 554 § 3(f)(2), 1981; Ord. 174 § 2, 1952; Ord. 164 § 11, 1946).

Section 1.L. SMC Section 14.04.030, entitled “Fees and building valuation costs” is hereby amended to read as follows:

14.04.030 Fees and building valuation costs.

The fees previously established in SMC 3.30 and any other fees shall hereafter be established by resolution of the City Council.

~~Fees shall be as provided in Chapter 3.30 SMC, Fee Schedule.~~

~~Building fees shall be based on building valuation costs from the most current issue of Building Safety Journal as published by the International Code Council.~~ (Ord. 1272 § 1, 2010).

Section 2. Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, or section of clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall take effect five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Stanwood this day of ____ day of _____ 2018.

CITY OF STANWOOD

By: _____
Leonard Kelley, Mayor

ATTEST:

By: _____
David A. Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____
Effective Date: _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9b

DATE: July 12, 2018

SUBJECT: Authorize the mayor to sign a contract with Bonner Electrical for installation of a variable frequency drive (VFD)

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Contract
B – Quote

ISSUE

The issue in front of the Council is to authorize the mayor to sign a contract with Bonner Electrical for the installation of a variable frequency drive (VFD) at the Wastewater Treatment Plant (WWTP).

SUMMARY STATEMENT

The City advertised for the installation of a VFD for an aerator at the WWTP in the Daily Journal of Commerce on May 3rd and in the Everett Herald May 3rd & 7th with bids due back on May 14th. No bids were received so staff selected Bonner Electrical off the MRSC roster to complete the work.

DISCUSSION

The VFD to an aerator on the oxidation ditch at the WWTP has failed. The aerator is a critical piece in the treatment of sewage and the plant cannot run without it in operation. Since the WWTP has parallel oxidation ditches the plant can run, but the capacity of the plant is limited and there is no redundancy for upsets or failures.

FINANCIAL IMPACT

The quote amount is \$53,531.66. The VFD replacement will be paid out of repair and maintenance and may require a budget amendment later in the year.

COMMITTEE RECOMMENDATIONS

On July 2, 2018, staff brought Bonner Electricals' quote of \$38,781.78 to the Public Works Committee with the understanding that the quote was for the purchase, installation and testing of the VFD. The PWC recommended the approval of the contract.

The issue of installation of the VFD came into question when staff was preparing the contract; Bonner Electrical did not include that in their original quote. Staff asked for a revised quote to include everything; purchase, installation and factory tested/startup. The revised quote (Attachment B) is \$53,531.66.

The PWC has not seen the revised quote from Bonner Electrical.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH BONNER ELECTRICAL FOR THE INSTALLATION OF A VARIABLE FREQUENCY DRIVE AT THE WASTEWATER TREATMENT PLANT NOT TO EXCEED \$53,531.66.

SMALL PUBLIC WORKS CONTRACT

(Under \$300,000)

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this 28th day of June, 2018, by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Bonner Electrical, LLC, a Washington corporation ("Contractor").

WHEREAS, the City desires to accomplish certain public works entitled purchase, installation, and factory tested of an Eaton Brand Variable Frequency Drive (VFD) ("the Project") having an estimated cost of \$300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project and received NO submittals; and

WHEREAS, the City requested a written Proposal from the Contractor and deemed the proposal acceptable; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform, carry out and complete the Purchase, Installation, and Eaton Factory Tested of an Eaton Brand Variable Frequency Drive (VFD) ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than **October 31, 2018**.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. ☒ Proposal which includes the scope of work under Description of Proposal (attached).
- B. ☒ 2018 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- C. ☒ WSDOT Amendments to the Standard Specifications (referenced but not attached)
- D. ☒ Current APWA Supplement General Special Provisions (referenced but not attached).
- E. ☒ City of Stanwood Streets and Utilities Standards (referenced but not attached)
- F. ☐ Payment and Performance Bond (attached).
- G. ☐ Retainage Bond (attached) (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Stanwood Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

A. **Total Contract Sum for Project.** Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed **\$53,531.66** (fifty three thousand, five hundred thirty-one and sixty-six cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. **Payments shall be for Performance of Project Work.** Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. **Right to Withhold Payments if Work is Unsatisfactory.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. **Payments.** Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed

shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. **Payments for Alterations and/or Additions.** Requests for changes orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. **Final Payment.** Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.
5. All claims, as provided by law, filed against the retainage have been resolved.
6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. **Final Acceptance.** Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. **Payment in the Event of Termination.** In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with

the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Stanwood business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. **General Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. **Trench Safety Systems.** The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final

payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, 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 Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of

the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

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

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

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

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

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. ☐ Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. ☐ Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. ☐ Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. ☐ Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City Full Availability of Contractor Limits

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

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

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

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

☐ Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. **Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. **Waiver of Subrogation.**

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. **Notice of Cancellation of Insurance.**

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

M. **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor 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 Contractor from the City.

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract 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.

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition

of this Contract 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 Contract, covenant or condition of this Contract, 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 Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by Kevin Hushagen, Public Works Director and shall be administered for the Contractor by the Contractor's Contract Representative, Brad Ellis, Owner. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Kevin Hushagen
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
360-629-9782

To Contractor:

Brad Ellis
Bonner Electrical, LLC
PO Box 1269
Mount Vernon, WA 98273
360-421-9094

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

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

32. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of

this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

This Contract 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 Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

City of Stanwood

Bonner Electrical, LLC

By _____
Leonard Kelley, Mayor

By _____
Brad Ellis, Owner

Approved as to form:

Attest:

Grant K. Weed, City Attorney

David Hammond, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

1. Proposal



Proposal

Date: 7/6/2018

Invoice To: City of Stanwood

Project: WWTP Ditch VFD Provision

Description	Amount
Eaton CPX 125 Variable Frequency Drive	\$35,547.00
Installation Labor/Materials/Overhead	\$11,016.00
Equipment Rental	\$2,385.00
Electrical Permitting	\$118.60
Subtotal:	\$49,066.60
Sales Tax:	\$4,465.06
Total:	\$53,531.66

Description of Proposal

* Proposal includes the provision, installation and startup of Eaton CPX 125 variable frequency drive as shown on attached Eaton bill of materials

*Proposal also includes provision of main switchboard enclosure to fully enclose after removal of existing variable frequency drive. New VFD is smaller and will not fit existing switchboard enclosure

PLATT

Distribution Equipment Quotation

To: BONNER ELECTRIC

RE CITY OF STANWOOD WWTP VFD REPLACEMENT

Date: 06/11/18

BILL OF MATERIAL

Item No. Qty Product Description

1 Adjustable Frequency

Drives

Catalog Number: CPX12564DA+, CPX Series, 480VAC, 125 HP
(90 KW) HP, 156A IH, Enclosure: CPX NEMA Type 1 Filtered,
High Overload (IH)

Catalog No CPX12564DAK1PGRA+KBKKKMLU

Designation 125hp CPX Drive

Qty List of Materials

1 CPX 125 480V IH no brake chopper NEMA 1 FILTERED

1 (S8) - Expansion Enclosure 20 in.

1 (K1) - Speed Pot

1 (KK) - Miscellaneous Switch 22mm

3 (KM) - Miscellaneous Pushbutton 22mm

5 (LU) - Miscellaneous Light 22mm

1 (KB) - 115V Control Transformer - 500VA

12 (SB) - Standard Control Relay (D2)

1 (SC) - Heavy-Duty Control Relay (D7)

1 (PG) - MotoRx dv/dt Filter (Up to 600 ft)

1 (RA) - Manual HOA Bypass

1 (RH) - Reduced Voltage Starter for Bypass - Soft Stop

1 Thermostat

1 Direct/Inverter/Bypass Selector Switch

1 TMR5N08120

3 D3RF2A

1 Cable access plate upper left of enclosure

Item No. Qty Product Description

1 EESS SAT

See Approval Drawings for Comments and Clarifications

Start-up Contact: Contractor

Brad Ellis 3604219094

Estimated Start-up Date:

A Coordination Study does not exist.

Designation Engineering Services

Qty List of Materials

1 EESS Office: Seattle, WA

1 Jobsite: 268729 98th dr, Stanwood, Washington 98292

1 Drive Time: 0.96 Hours

1 8 Hour Days, 5 Days Per Week

LOT = 31,952.00

PLATT

Distribution Equipment Quotation

Seismic Qualification: Eaton will supply "Seismic Qualified" certificates, mounting provision locations, center of gravity, weights, and installation recommendations. (These items can also be found at www.eaton.com/seismic) The CONTRACTOR will be responsible for all costs associated with the equipment anchorage details - coordinated with the Eaton supplied mounting provision locations, center of gravity, weights, and installation recommendations - prepared and stamped by a licensed civil engineer.

Quote is valid for this bill of material only, no other items or services provided except as noted herein.

Quote is valid for 30 days from date of quote.

Manufacturers standard lead times apply: panelboards 4-6 weeks, switchboards 10-12 weeks, dry transformers stock to 2 weeks, oil filled, substation, and 5/15Kv equipment 12-24 weeks. Prices in effect at time of shipments. Quote does not include any 3rd party services except as noted.

Submittals and O&M's will be provided in PDF format at no charge. Hard copies (printed) will be charged at the additional cost of printing and materials.

Contractor is responsible for obtaining correct measurements on jobsite and determining correct fit for quoted items.

Payment terms are net 30 days. Platt Electric's standard terms and conditions of sale apply. For complete details go to:

<http://www.platt.com/service/terms.com>.

Standard motor freight in the lower 48 states is prepaid and allowed FOB factory except as noted within this bill of material.

Thank You

Detail Bill of Material

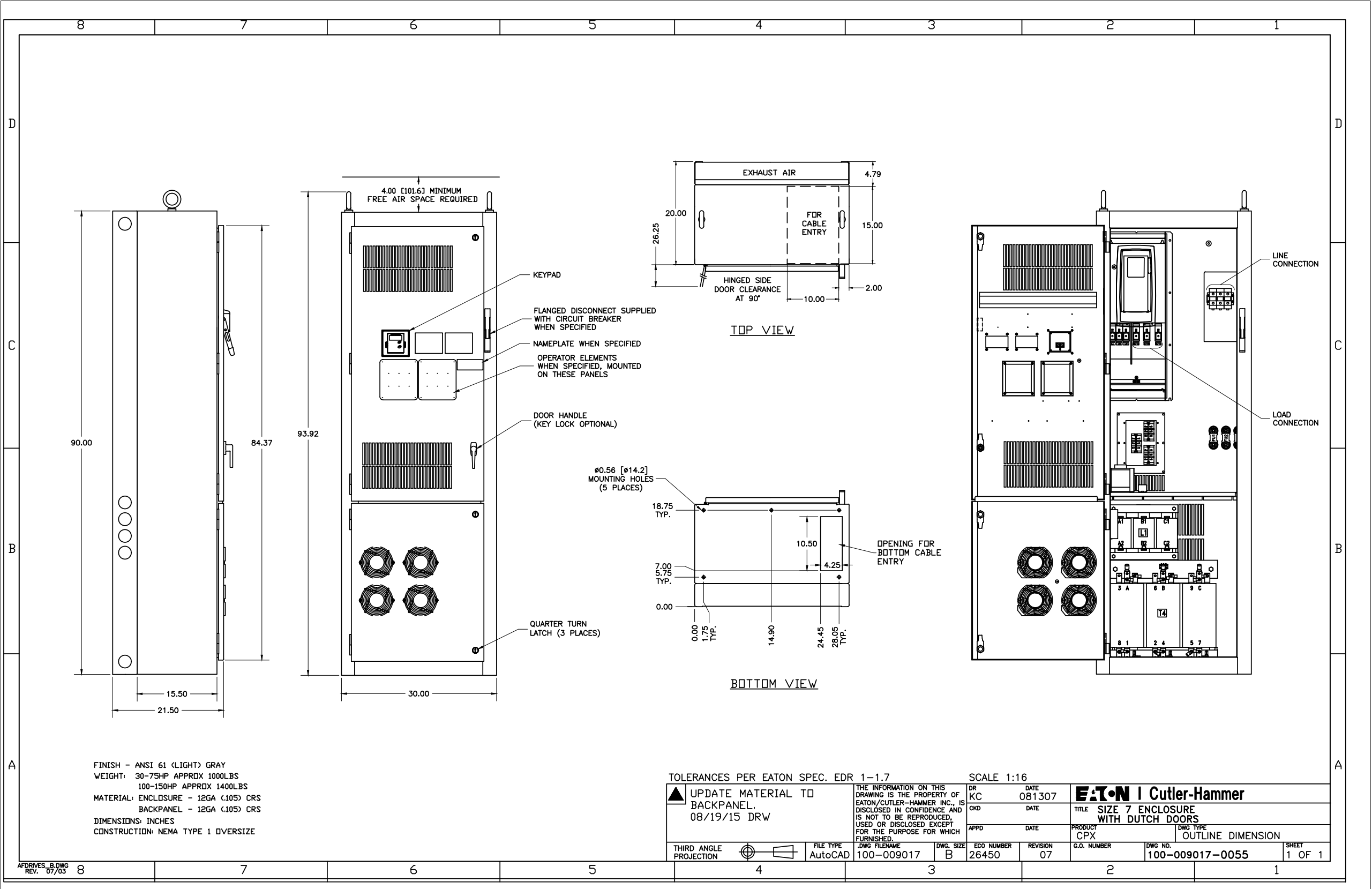
Project Name:	Stanwood WWTP - VFD Replacement	Negotiation No:	SE540209X7K2
General Order No:		Alternate No:	0000

Item No.	Qty	Product	Description
	1	Adjustable Frequency Drives	Catalog Number: CPX12564DA+, CPX Series, 480VAC, 125 HP (90 KW) HP, 156A IH, Enclosure: CPX NEMA Type 1 Filtered, High Overload (IH)
		Catalog No	CPX12564DAK1PGRA+KBKKKMLU
		Designation	125hp CPX Drive
	Qty	List of Materials	
	1	CPX 125 480V IH no brake chopper NEMA 1 FILTERED	
	1	(S8) - Expansion Enclosure 20 in.	
	1	(K1) - Speed Pot	
	1	(KK) - Miscellaneous Switch 22mm	
	3	(KM) - Miscellaneous Pushbutton 22mm	
	5	(LU) - Miscellaneous Light 22mm	
	1	(KB) - 115V Control Transformer - 500VA	
	12	(SB) - Standard Control Relay (D2)	
	1	(SC) - Heavy-Duty Control Relay (D7)	
	1	(PG) - MotoRx dv/dt Filter (Up to 600 ft)	
	1	(RA) - Manual HOA Bypass	
	1	(RH) - Reduced Voltage Starter for Bypass - Soft Stop	
	1	Thermostat	
	1	Direct/Inverter/Bypass Selector Switch	
	1	TMR5N08120	
	3	D3RF2A	
	1	Cable access plate upper left of enclosure	

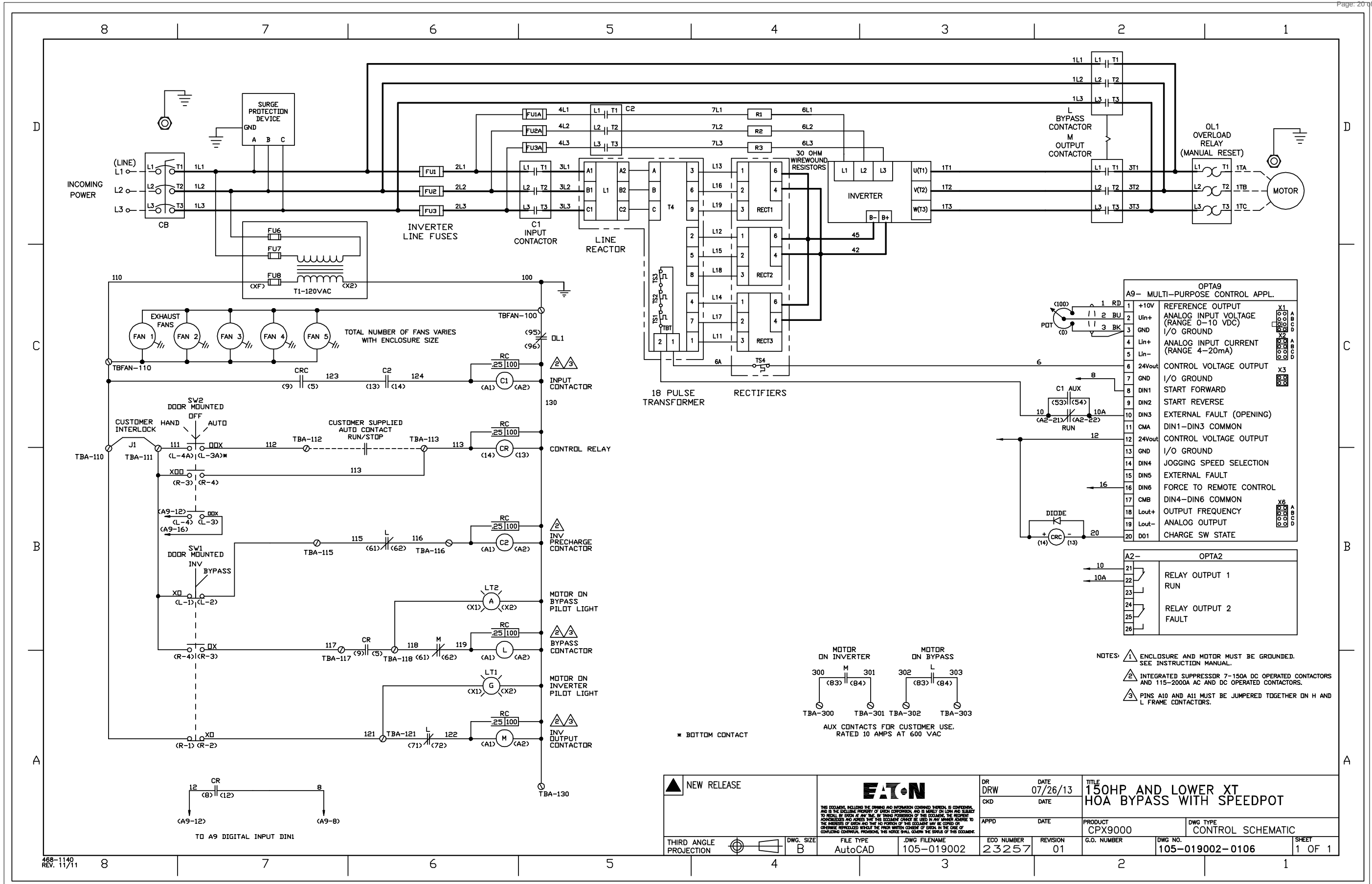
Item No.	Qty	Product	Description
	1	EESS SAT	***See Approval Drawings for Comments and Clarifications*** Start-up Contact: Contractor Brad Ellis 3604219094 Estimated Start-up Date: A Coordination Study does not exist.
		Designation	Engineering Services
	Qty	List of Materials	
	1	EESS Office: Seattle, WA	
	1	Jobsite: 268729 98th dr, Stanwood, Washington 98292	
	1	Drive Time: 0.96 Hours	
	1	8 Hour Days, 5 Days Per Week	
	1	Adjustable Frequency Drives	

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.



GO/NEG-Alt-Date:	SE540209X7K2-0000-6/12/2018	Job Name:	Stanwood WWTP - VFD Replacement
Item Number:	Catalog Number: CPX12564DAK1PGRA+KBKKKMLU	Designation:	125hp CPX Drive



GO/NEG-Alt-Date: SE540209X7K2-0000-6/12/2018

Item Number:

Catalog Number: CPX12564DAK1PGRA+KBKKKMLU

Job Name: Stanwood WWTP - VFD Replacement

Designation: 125hp CPX Drive

Eaton Site Acceptance Testing Services

Notes

Customer Contact Information (name, phone, e-mail):

Preliminary Schedule (when these services are required):

Describe any special site conditions:

Describe any special testing requirements:

If airfare is included, define origin & destination:

If material are included, define materials to be purchased:

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Comments & Clarifications

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Testing Clarifications

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified. All work supervision will be by a degreed electrical engineer. A second year of warranty shall be provided upon completion of electrical testing by Eaton to all Eaton provided equipment.

- If NETA testing is specified, and provided by Eaton, Eaton takes exception to NETA certification and membership or Nationally Recognized Testing Laboratory (NRTLs) requirements. Eaton is an independent service division of Eaton Corporation fully qualified to perform the required testing.

- Testing will be completed on the specific electrical equipment, whereas, if not clearly identified, circuit breakers below 200 amperes and transformers below 75kVA are not tested.

- No "Optional" NETA tests are included.

- Customer to provide settings for protective devices and relay input/output logic if Eaton has not performed the power system studies for the facility. Note: Eaton can provide an adder for the required power system studies.

- If Eaton has quoted cable testing in the BOM, cable tests are performed with the cables disconnected from their normal position.

- If Eaton has quoted cable testing in the BOM the customer should provide a safety watch at the opposite end of the cables to be tested.

- If Eaton has quoted cable testing in the BOM the ends of the cables to be tested should NOT be taped up so that the ends are not easily accessible

- All liquid filled transformers listed in the BOM will have oil samples tested per the following: The DGA test is tested per ASTM D-3612 and the GQ oil test is tested per the following: Moisture content (ASTM D-1533b), Interfacial Tension (ASTM D-971), Acid Number (ASTM D-974), Color Number & Visual Exam (ASTM D-1500, 1524), Dielectric Breakdown (ASTM D-877), & Specific Gravity (ASTM D-1298).

- No load bank testing is included with the testing of any battery systems listed in the Eaton BOM.

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Specification Clarifications

- Specification Section #####

- Specification Section #####

- Specification Section #####

~

General Clarifications

Customer will be responsible for the following:

- Identify site contact for this project.

- Work together with Eaton on scheduling work.

- Customer shall supply a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders that may impact the acceptance testing of the equipment to Eaton before commencement of work.

- Provide plant personnel to work with Eaton test engineers as required during the planning phase and during the

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	JOSH BURNS		6/12/2018			
	APPROVED BY		DATE	JOB NAME		Stanwood WWTP - VFD Replacement
				DESIGNATION		Engineering Services
	VERSION		TYPE		DRAWING TYPE	
	1.0.0.0		EESS		Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE		G.O.	ITEM	SHEET
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on-site testing phase.

- Customer shall supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power. Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
- Provide manufacturers maintenance manuals and tools (normally supplied with equipment) to Eaton for equipment prior to outage.
- All equipment shall be set in place and assembled prior to arrival on site for acceptance testing. Coordination on site during equipment installation and assembly can be provided as a separate order at the quoted hourly rates.
- The customer will coordinate all outages and perform all switching to de-energize and isolate equipment to be tested.
- The customer shall make all equipment available immediately upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Only one mobilization is included. Our price is intended for continuous work of the complete BOM listed. Additional mobilizations may require a price adjustment.
- Provide crane and operator if required.
- Provide a secure storage area for any removed equipment, test equipment, and materials.

~

Eaton Responsibilities:

- Provide a project manager as a single point of contact that will work directly with customer personnel to create and manage the schedule and outages.
- Organize team meetings and establish safety procedures in accordance with your plant protocol.
- Survey project including electrical equipment contained within our scope of services.
- Meet as a project team to finalize schedule and establish staging areas for plant approval.
- Shall furnish test engineers, tools, equipment, materials, supplies and transportation.
- Provide and install safety locks, as required.
- Perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions.
- Make necessary minor adjustments required to bring equipment to satisfactory operating condition.
- Obtain authorization in advance before performing any extra work.
- Upon completion of work:
 - 1) Remove safety grounds installed by Eaton
 - 2) Remove safety locks installed by Eaton.
- Provide detailed written reports on the condition of the equipment "as found" and "as left".

~

Terms:

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 for US work, or 25-000C for Canada, unless both parties mutually agree to other terms and conditions in writing. This offer is valid for 30 days unless otherwise extended, modified, or withdrawn, in writing, by Eaton.

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Safety Training of Eaton Field Personnel:

All Eaton field personnel receive training to comply with OSHA CFR1910.269 Electrical Safety Standard for US work, or Eaton Safety Standard for Canada, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) has been issued. Customer required safety training for Eaton personnel, beyond the time specified in the Bill of Material will be charged at the standard rates.

~

Safety Clarifications:

- Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
- Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will

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	JOSH BURNS	6/12/2018			
	APPROVED BY	DATE	JOB NAME	Stanwood WWTP - VFD Replacement	
	VERSION		DESIGNATION	Engineering Services	
	1.0.0.0		TYPE	DRAWING TYPE	
			EESS	Customer Appr.	
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
SE540209X7K2-0000		A			2 of 4

require customer signature and a minimum of two EESS personnel present. Additional charges will apply.

~

On Site Customer Training Time:

- All training listed in the Eaton BOM is provided during normal business hours (8AM - 5PM) at straight time prices. Any training which occurs during overtime hours will result in a price adder.
- Customer to provide classroom for onsite training if listed in the Eaton BOM. Customer to make equipment available for onsite training.
- Requests for videotaping of Eaton provided training will require signature of Eaton release form by end customer.

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Communication Packages:

Configuration and testing of communication devices is not included in site acceptance testing.

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Lifts:

The customer will need to supply any type of lift to mobilize equipment on site and the customer will supply personnel lifting equipment, if required. Any additional lifts supplied by Eaton will result in a price adder.

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Extended Warranty:

An extra year of warranty will be applied at no additional cost to the customer from Eaton equipment manufacturers for which Eaton is supplying site acceptance testing services (per Eaton or NETA work scopes only) and power system studies.

~

Overtime:

If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate. Saturday overtime rate applies to all time worked in excess of eight (8) hours / day Monday through Friday and all time worked on Saturday. Sunday / Holiday overtime rate applies to all time worked on Sundays and Holidays.

~

Delay time:

If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge Customer four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no extra charge will apply. Weather delays may be considered as an extra, if required. Weather delays may increase the estimated completion time.

~

Outside personnel:

If Eaton is required to bring additional personnel in from outside the area the following travel policy will be in effect: Travel will be based on portal-to-portal time not to exceed 8 hours at the quoted hourly rate per hour plus travel expenses at cost plus 25 percent.

~

Partial Discharge:

Eaton has partial discharge technology that can be used to diagnose medium voltage motors, medium voltage switchgear cables and transformers but is not included in this proposal. Pricing can be provided separately, if required.

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Stand-by & re-connect fees:

Applicable fees for outage related costs including stand-by and re-connect services are not included.

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Rates for Additional Work:

- Field Service Specialist Straight Time - \$253.00 per hour
- Field Service Specialist Over Time - \$380.00 per hour
- Field Service Specialist Sunday/Holiday Time - \$500.00 per hour
- Field Service Technician Straight Time - \$200.00 per hour

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	APPROVED BY		DATE	JOB NAME Stanwood WWTP - VFD Replacement		
	VERSION 1.0.0.0			DESIGNATION Engineering Services		
			TYPE EESS	DRAWING TYPE Customer Appr.		
NEG-ALT Number SE540209X7K2-0000	REVISION	DWG SIZE A	G.O.	ITEM	SHEET 3 of 4	

Field Service Technician Over Time - \$300.00 per hour
Field Service Technician Sunday/Holiday Time - \$400.00 per hour
Other Labor Classifications will be billed per the current Engineering Services Rate Schedule (Ref: PL02700001E)

Comments and Clarifications

See above.

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	APPROVED BY		DATE	JOB NAME DESIGNATION	Stanwood WWTP - VFD Replacement Engineering Services
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