

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, March 24, 2022



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday March 24, 2022 – 7:00 p.m.

This meeting will be conducted via ZOOM. Instructions to join the meeting by telephone or online are posted on the City Website <https://www.stanwoodwa.org>

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

- 1. **CALL TO ORDER**
- 2. **ROLL CALL**
- 3. **APPROVAL OF THE AGENDA**
- 4. **PRESENTATION**
- 5. **CITIZEN COMMENTS**
Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting via this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>; or verbal comments may be provided by attending the meeting via Zoom; for assistance call 360-454-5213.
- 6. **STAFF REPORTS**
- 7. **COMMITTEE REPORTS**
 - a. Community Development Committee Meeting Minutes – March 3, 2022 7-1
 - b. Planning Commission Meeting Minutes February 14, 2022 7-4
 - c. Public Works Committee Minutes – March 07, 2022 7-8
- 8. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks 8-1
 - b. Approve March 10, 2022, City Council Regular Meeting Minutes 8-5
 - c. Approve March 10, 2022, City Council Special Workshop Minutes 8-15
- 9. **OLD BUSINESS**
 - a. Acceptance of Parks and Recreation Feasibility Study 9-1
- 10. **PUBLIC HEARING**
Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting via this link: <https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>, or verbal comments may be provided by attending the meeting via Zoom; for assistance call 360-454-5213.
 - a. Resolution 2022-05 Declaration of Surplus City Property 10-1
- 11. **NEW BUSINESS**
 - a. Adoption of Resolution 2022-01 Personnel Policy Update 11-1
 - b. Adoption of Resolution 2022-03 Amending the Rules of Procedure 11-7
 - c. Second Reading and Adoption of Ordinance 1503 and Adoption of Resolution 2022-02 Consolidated Fee Schedule 11-18
 - d. Adoption of Resolution 2022-04 Support for Stanwood Camano School District Replacement Levy Ballot Proposition One 11-93
 - e. Authorize Mayor Roberts to sign on-call contracts with Bonner Electrical Contracting, LLC and VP Electrical Service, Inc. 11-133
- 12. **CITIZEN CLOSING COMMENTS – REMOVED VIA MOTION AT THE 3-26-20 MEETING**
- 13. **REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor’s Report
 - b. City Administrator’s Report
 - c. Councilmember Reports/Questions
- 14. **ADJOURN TO EXECUTIVE SESSION – NONE SCHEDULED AT THIS TIME**
- 15. **RECONVENE AND ADJOURN**



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a
DATE: March 24, 2022
SUBJECT: Community Development Committee Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – March 3, 2022 Meeting Minutes

SUMMARY STATEMENT:

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



Community Development Committee Meeting Minutes March 3, 2022

Call to Order 5:01 pm

Councilmembers Present: Steve Shepro, Dani Gaumond

Staff Present: Patricia Love, Tansy Schroeder, Audrey Rotrock

Absent: Marcus Metz

Agenda Items:

1. Comprehensive Plan Public Participation Plan
2. Comprehensive Plan Vision Statement
3. Comprehensive Plan and Municipal Code Update Consultant Selection
4. Farmers Market Lease

Comprehensive Plan Public Participation Plan

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

The Growth Management Act requires local governments to create and broadly disseminate a Public Participation Plan that describes how the city will conduct its Comprehensive Plan Update outreach efforts. The Planning Commission will be reviewing the proposed plan at the March 14, 2022 meeting and a public hearing has been scheduled for the City Councils April 14th meeting.

After reviewing the Public Participation Plan, the Committee agreed to move forward with the Plan, with the addition of representatives from local groups added to the list of Key Stakeholders, such as places of worship, youth sports league officials, and major employers. The Committee would also like to see one person from all Committees and Boards join the Steering Committee.

Comprehensive Plan Vision Statement

One of the first steps in drafting a Comprehensive Plan is preparing a clear vision statement. This statement should be descriptive, yet concise, focusing on the values of the community. All other goals and policies are then built upon the guidance of the vision statement. Effective vision statements include three parts:

1. Vision Statement
2. Mission of the Organization
3. List of Core Values



Community Development Committee Meeting Minutes March 3, 2022

After reviewing the draft Vision and Mission Statements, the Committee supports both. They would also like to ask the Mayor to add these statements to the next City Council agenda.

Comprehensive Plan and Municipal Code Update Consultant Selection

As part of the upcoming Comprehensive Plan and Municipal Code updates, a request for proposals (RFP) were advertised for each project. We received two submittals on each project.

Interviews were held on March 3rd with two firms who submitted proposals for the Municipal Code Update project. The contract and scope of work for the selected firm is anticipated to be taken to Council for approval in early April.

Farmers Market Lease Agreement

Staff is working with the Stanwood Farmers Market to update their lease agreement with the City. The intent is draft a 5-year lease agreement which would allow the market to continue using in the city's parking lot behind the police station. On a parallel track, market representative and the City will start discussing alternative locations for the market that would / could have better visibility from SR 532.

The Committee supports the farmers market and would like to see it in a different location, such as Heritage Park, with signs on SR 532, directing customers there.

Meeting adjourned at: 6:08 pm

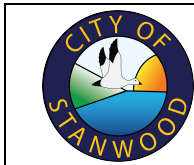


CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b
DATE: March 24, 2022
SUBJECT: Planning Commission Meeting Minutes
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – February 14, 2022 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 14, 2022 Planning Commission Meeting are attached to this staff report for approval as presented. The Planning Commission minutes were approved unanimously at the March 14, 2022 Planning Commission meeting.



Planning Commission Meeting Minutes February 14, 2022

Call to Order: 6:32 pm

Roll Call

Present: Monae Birkhofer
Melissa Toner
Patrick Hosterman
Cody Davis
Jeff Wheatly

Staff Present:
Patricia Love
Audrey Rotrock

Absent: Eric Warnat, Justin Burns

Also known to be present: N/A

Public Requests and Comments:

None

Introduction of New Commissioners

Jeff Wheatly introduced himself. He has lived in Stanwood for 7 years and previously lived in Marysville. He is the Chief Operating Officer at the Angel of the Winds Casino.

Melissa Toner introduced herself. She and her husband have lived in Stanwood for 9 years, and she's originally from Canada. She is in the Real Estate Business and her husband was previously the Assistant Police Chief in Stanwood.

Approval of Minutes:

The Minutes from the January 10, 2022 meeting were voted on and approved unanimously as written.

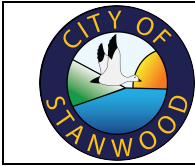
New Business:

National Flood Insurance Program – Community Rating System

The City of Stanwood is interested in participating in the Community Rating System (CRS) to help reduce flood insurance premiums for our community. Currently Downtown, the historic heart of the city, is in the floodplain and participating in the CRS program would offer lower insurance premiums to all residents and business owners within city limits.

The National Flood Insurance Program (NFIP) provides federally backed flood insurance within communities that enact and enforce floodplain regulations. To be covered by a flood insurance policy (for structures and/or its contents), a property must be in a community that participates in the NFIP. To qualify for the NFIP, a community adopts and enforces a floodplain management ordinance to regulate development in flood hazard areas. The objective of the ordinance is to minimize the potential for flood damage to future development. The city of Stanwood participates in the NFIP, and the most recent floodplain regulations were adopted by the City Council on May 28, 2020.

After discussing the parameters of the program, the Commission is supportive of this plan.



Planning Commission Meeting Minutes February 14, 2022

Old Business:

Impact Fee Code Amendment and Fee Adoption

The issue before the Planning Commission is to review and hold a public hearing on the proposed amendments to the City's impact mitigation fee regulations and the 2022 update to the proposed park impact fee.

One of the City's 2022 work items is to adopt the City's updated park impact fees that staff and the Planning Commission have been working on since July of 2019; this code evaluation has resulted in the following amendments:

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

Planning Commission Recommended Motions:

After Patrick Hosterman opened the public hearing, there was discussion among the Commissioners about the amendment.

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

- Average sales prices of homes are in the \$500,000 range; an increase of \$606 on a single-family home would not affect affordable housing and once incorporated into a mortgage may result in a \$10 / month increase.
- Funding of parks is a top priority for the city and fees should reflect current costs.
- New parks are a benefit to incoming city residents.
- Developers / new growth should pay their fair share of new park development costs.
- There remains a high demand for housing in Stanwood. An increase in the park impact fee will unlikely affect that demand and push growth elsewhere.
- They support adding the low-income credit and fee deferral program to reduce impacts on housing.

After considering staff comments and taking public comment, the Planning Commission unanimously recommended approval of the proposed amendments, park impact fee and the associated Findings of Fact and Conclusions. It was also motioned, seconded and approved unanimously to recommend that a low-income housing credit and fee deferral provisions be added to the ordinance.



Planning Commission Meeting Minutes February 14, 2022

Comprehensive Plan Update Schedule

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

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

The City is in the process of soliciting consultant services to help with the update process; it is anticipated that the consultant should be under contract by mid-March. The consultant's work will include preparing an economic analysis of land use options, updating the plan in a user friendly format, public engagement and environmental review. To complete Phase 1 within 2022, a tentative schedule has been prepared that focuses on city demographics, population, employment, housing, land use, and transportation. We will also be conducting a major public outreach effort.

The Commissioners are ready to support the Comprehensive Plan update.

Miscellaneous Business:

None

Recent Council Action on Commission Items:

None

Upcoming Items:

Municipal Code Update Project

A motion to adjourn was made by Patrick Hosterman and seconded by Cody Davis.

Adjourn: 7:54 pm

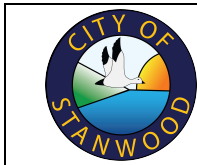


CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c
DATE: March 24, 2022
SUBJECT: Public Works Committee Meeting Minutes
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – March 7, 2022, Meeting Minutes

SUMMARY STATEMENT:

Minutes from the March 7, 2022, Public Works Committee Meeting are attached to this staff report for approval as presented.



Public Works Committee Meeting Minutes March 07, 2022

Attendance:

Councilmembers: Darren Robb, Tim Pearce, Andreena Bergman

City Staff: Public Works Director Kevin Hushagen, City Administrator Shawn Smith, Administrative Assistant Amanda Slattery

Meeting was conducted in person. The full meeting agenda packet with detailed information can be found on the City's website at www.ci.stanwood.wa.us

Call to order at 5:30 pm

Agenda

1. Contract with Central Paving to complete the 2022 Street Overlay and ADA Ramps Project

Committee members reviewed and discussed the BID tab for the 2022 Street Overlay project. They were made aware that this contract would be on the agenda at the March 10, 2022, city council meeting.

2. Contract with Faber Construction to complete the Church Creek Sewer Lift Station Gravity Bypass Project

Committee members discussed the Faber Construction contract for Church Creek Sewer Lift Station Gravity Bypass project. Kevin Hushagen explained that with the heavy equipment being used for the project that there is a concern the Church Creek Park parking lot may not hold up to traffic and might need repaved. Kevin let the committee members know that city is requesting a 10% contingency for the parking lot to possibly be repaved, and for project management that would be accomplished using city staff. The question was asked, when was the last time the Church Creek parking lot was repaved. Kevin Hushagen stated it has not been repaved before and there is already some current damage to the parking lot.

The question was asked as to why on individual line items from the bid tab prices are higher or lower than other contractors. At the time of the meeting staff didn't have a clear answer to why. The following day our Engineering Technician Alan Lytton sent an email with some explanation stating general contractors will sometimes use an estimating software package that has their loaded rates and costs for the work. The estimators will work through their costs to do the project with all their material, equipment rates, overhead etc. They then take the total cost and try to break it up into the categories shown on the bid tab. The estimator will need to load costs that are not shown on the bid tab explicitly into categories. If they have costs for say overhead, admin work, rental etc they will put the cost into lump sum line items so that they ensure they get paid for the costs they know are going to involve, but not called out on bid tabs.

Kevin Hushagen spoke on the alternate bid item request on the RFP- City staff is recommending not to go with the alternative bid to use 15" pipe and stick with the 12" that would be less expensive.

They were made aware that this contract would be on the agenda at the March 10, 2022, city council meeting.

3. 6-Year Transportation Improvement Plan (TIP) 2023-2028

The committee members were asked to review the current six-year TIP and make recommendations for the 2023-2028 six-year tip. The committee members reviewed the current TIP plan. They noted their top priority would be the 80th Ave Reconstruction and Widening project. They tossed around ideas for new projects they would like to see put on the 2023-2028 six-year TIP, nothing was finalized. Committee members were urged to bring ideas back at the next Public Works Committee meeting on Monday April 4th, 2022, at 5:30pm. The committee members will have a chance to review and finalize their ideas at the May 2nd, 2022, meeting before it is brought to council for approval on June 9th, 2022.

Meeting ended at: 7:34 pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: March 24, 2022

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Amy Bergemeier, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 35061 through 35102 and Washington Federal Bank electronic funds transfers in the amount of \$60,256.88. Approve issuance of Washington Federal Bank payroll benefit checks 1973 through 1982 and Washington Federal electronic payroll and benefit funds transfers in the amount of \$293,281.84.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 35061 THROUGH 35102 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$60,256.88. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK PAYROLL BENEFIT CHECKS 1973 THROUGH 1982 AND ELECTRONIC PAYROLL AND BENEFIT FUNDS TRANSFERS IN THE AMOUNT OF \$293,281.84.

CHECK REGISTER

City Of Stanwood

Time: 08:18:08 Date: 03/16/2022

03/03/2022 To: 03/16/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
895	03/08/2022	Payroll	3	EFT		4,139.98	February 2022 Payroll
896	03/08/2022	Payroll	3	EFT		3,938.00	February 2022 Payroll
897	03/08/2022	Payroll	3	EFT		2,409.56	February 2022 Payroll
898	03/08/2022	Payroll	3	EFT		2,270.82	February 2022 Payroll
899	03/08/2022	Payroll	3	EFT		435.95	February 2022 Payroll
900	03/08/2022	Payroll	3	EFT		3,702.59	February 2022 Payroll
901	03/08/2022	Payroll	3	EFT		7,077.03	February 2022 Payroll
902	03/08/2022	Payroll	3	EFT		3,850.20	February 2022 Payroll
903	03/08/2022	Payroll	3	EFT		3,903.63	February 2022 Payroll
904	03/08/2022	Payroll	3	EFT		2,971.45	February 2022 Payroll
905	03/08/2022	Payroll	3	EFT		2,192.42	February 2022 Payroll
906	03/08/2022	Payroll	3	EFT		435.95	February 2022 Payroll
907	03/08/2022	Payroll	3	EFT		3,853.86	February 2022 Payroll
908	03/08/2022	Payroll	3	EFT		3,298.60	February 2022 Payroll
909	03/08/2022	Payroll	3	EFT		4,754.17	February 2022 Payroll
910	03/08/2022	Payroll	3	EFT		6,411.78	February 2022 Payroll
911	03/08/2022	Payroll	3	EFT		4,571.77	February 2022 Payroll
912	03/08/2022	Payroll	3	EFT		6,323.17	February 2022 Payroll
913	03/08/2022	Payroll	3	EFT		1,595.02	February 2022 Payroll
914	03/08/2022	Payroll	3	EFT		5,095.86	February 2022 Payroll
915	03/08/2022	Payroll	3	EFT		3,978.33	February 2022 Payroll
916	03/08/2022	Payroll	3	EFT		4,041.71	February 2022 Payroll
917	03/08/2022	Payroll	3	EFT		435.86	February 2022 Payroll
918	03/08/2022	Payroll	3	EFT		1,999.70	February 2022 Payroll
919	03/08/2022	Payroll	3	EFT		435.86	February 2022 Payroll
920	03/08/2022	Payroll	3	EFT		3,668.55	February 2022 Payroll
921	03/08/2022	Payroll	3	EFT		385.86	February 2022 Payroll
922	03/08/2022	Payroll	3	EFT		1,415.63	February 2022 Payroll
923	03/08/2022	Payroll	3	EFT		2,662.49	February 2022 Payroll
924	03/08/2022	Payroll	3	EFT		1,442.01	February 2022 Payroll
925	03/08/2022	Payroll	3	EFT		3,170.66	February 2022 Payroll
926	03/08/2022	Payroll	3	EFT		285.86	February 2022 Payroll
927	03/08/2022	Payroll	3	EFT		2,955.86	February 2022 Payroll
928	03/08/2022	Payroll	3	EFT		4,628.38	February 2022 Payroll
929	03/08/2022	Payroll	3	EFT		435.77	February 2022 Payroll
930	03/08/2022	Payroll	3	EFT		4,467.35	February 2022 Payroll
931	03/08/2022	Payroll	3	EFT		4,117.61	February 2022 Payroll
932	03/08/2022	Payroll	3	EFT		4,840.99	February 2022 Payroll
933	03/08/2022	Payroll	3	EFT		3,767.31	February 2022 Payroll
934	03/08/2022	Payroll	3	EFT		3,314.82	February 2022 Payroll
945	03/08/2022	Payroll	3	EFT	HSA Bank	1,408.33	Pay Cycle(s) 03/08/2022 To 03/08/2022 - HSA Contributions ER; Pay Cycle(s) 03/08/2022 To 03/08/2022 - HSA Contr EE
946	03/08/2022	Payroll	3	EFT	Internal Revenue Service (941)	58,379.41	941 Deposit for Pay Cycle(s) 03/08/2022 - 03/08/2022
947	03/08/2022	Payroll	3	EFT	WA St Department Of Retirement Systems	42,483.39	Pay Cycle(s) 03/08/2022 To 03/08/2022 - PERS2; Pay Cycle(s) 03/08/2022 To 03/08/2022 - PERS 3; Pay Cycle(s) 03/08/2022 To 03/08/2022 - 457 - DRS (DCP)
1002	03/03/2022	Claims	3	EFT	Chase Paymentech	2,738.15	Feb Merchant Fees
948	03/08/2022	Payroll	3	1973	AFLAC	221.39	Pay Cycle(s) 03/08/2022 To 03/08/2022 - AFLAC, Pre-Tax; Pay Cycle(s) 03/08/2022 To 03/08/2022 - AFLAC, Post-Tax

CHECK REGISTER

ATTACHMENT A

City Of Stanwood

03/03/2022 To: 03/16/2022

Time: 08:18:08 Date: 03/16/2022

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
949	03/08/2022	Payroll	3	1974	AWC Employee Benefit Trust	22,433.92	Pay Cycle(s) 03/08/2022 To 03/08/2022 - AWC - Health First 250; Pay Cycle(s) 03/08/2022 To 03/08/2022 - AWC- Dental J; Pay Cycle(s) 03/08/2022 To 03/08/2022 - AWC - Vision; Pay Cycle(s) 03/08/2022 To;
950	03/08/2022	Payroll	3	1975	Colonial Life Insurance	66.75	Pay Cycle(s) 03/08/2022 To 03/08/2022 - Colonial Life Ins
951	03/08/2022	Payroll	3	1976	Great-West Life & Annuity	3,213.00	Pay Cycle(s) 03/08/2022 To 03/08/2022 - 457 - Empower (Mass Mutual); Pay Cycle(s) 03/08/2022 To 03/08/2022 - Roth 457(b)(MassMutual)
952	03/08/2022	Payroll	3	1977	ICMA Retirement Trust	3,478.80	Pay Cycle(s) 03/08/2022 To 03/08/2022 - 457 - ICMA
953	03/08/2022	Payroll	3	1978	Legal Shield	53.70	Pay Cycle(s) 03/08/2022 To 03/08/2022 - Legal Shield
954	03/08/2022	Payroll	3	1979	Navia Benefits	125.00	Pay Cycle(s) 03/08/2022 To 03/08/2022 - Navia Limited FSA
955	03/08/2022	Payroll	3	1980	Western Conference of Teamsters Pension Trust	2,068.73	Pay Cycle(s) 03/08/2022 To 03/08/2022 - WCTPP Contributions
956	03/08/2022	Payroll	3	1981	Teamsters Union Local 231	1,329.00	Pay Cycle(s) 03/08/2022 To 03/08/2022 - Teamsters Dues
957	03/08/2022	Payroll	3	1982	Washington Teamsters Welfare Trust	32,338.00	Pay Cycle(s) 03/08/2022 To 03/08/2022 - Teamsters Dental; Pay Cycle(s) 03/08/2022 To 03/08/2022 - Teamsters Medical
959	03/04/2022	Claims	3	35061	Aramark Uniform Services Inc	51.16	937963000
960	03/04/2022	Claims	3	35062	Branom Instrument Co.	1,911.00	City of Stanwood; City of
961	03/04/2022	Claims	3	35063	Builders Exchange of Washington Inc	20.50	City of Stanwood
962	03/04/2022	Claims	3	35064	Cascade Natural Gas Corp	1,629.64	127 540 0000 3; 022 201 7579 4; 953 540 0000 2; 839 440 0000 5; 931 607 9072 6; 498 440 0000 7; 608 440 0000 4
963	03/04/2022	Claims	3	35065	Code Publishing Company Inc	6,187.92	ST4659
964	03/04/2022	Claims	3	35066	Crawford Garage Doors Inc	1,098.56	City of Stanwood; City of
965	03/04/2022	Claims	3	35067	Dataquest	296.00	CITYSTA
966	03/04/2022	Claims	3	35068	Drivers License Guide Co	31.95	City of Stanwood 160420
967	03/04/2022	Claims	3	35069	Edge Analytical Inc	271.00	STA01; STA01
968	03/04/2022	Claims	3	35070	Evergreen Safety Council	1,279.42	City of Stanwood
969	03/04/2022	Claims	3	35071	Forest Land Services Inc	298.77	City of Stanwood
970	03/04/2022	Claims	3	35072	Hamilton Lumber LLC	16.12	City of Stanwood
971	03/04/2022	Claims	3	35073	Links Trailer Sales	2,245.27	City of Stanwood
972	03/04/2022	Claims	3	35074	National Barricade Co LLC	75.76	City of Stanwood
973	03/04/2022	Claims	3	35075	Navia Benefits	1,000.00	City of Stanwood
974	03/04/2022	Claims	3	35076	Northsound Refrigeration	1,377.23	City of Stanwood; City of
975	03/04/2022	Claims	3	35077	Office Depot	510.83	36274097; 36274097; 36274097
976	03/04/2022	Claims	3	35078	PUD Of Snohomish County *	11,805.48	222277832; 200794063; 202423729; 220923312; 200208858; 202982351
977	03/04/2022	Claims	3	35079	Pace Engineers, Inc	13,892.75	City of Stanwood; City of Stanwood; City of Stanwood
978	03/04/2022	Claims	3	35080	Pape' Machinery	278.13	6109854; 6109854
979	03/04/2022	Claims	3	35081	Petty Cash/ Marcy Mathis -Custodian	34.73	City of Stanwood

CHECK REGISTER

City Of Stanwood

Time: 08:18:08 Date: 03/16/2022

03/03/2022 To: 03/16/2022

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
980	03/04/2022	Claims	3	35082	Pitney Bowes Inc- Global Financial Svc	252.02	0013214658
981	03/04/2022	Claims	3	35083	Platt Electric Supply Inc	104.09	24127
982	03/04/2022	Claims	3	35084	Puget Tech LLC	1,209.00	City of Stanwood
983	03/04/2022	Claims	3	35085	RH2 Engineering Inc	2,471.02	City of Stanwood
984	03/04/2022	Claims	3	35086	Safeway	31.74	City of Stanwood 191483
985	03/04/2022	Claims	3	35087	Shred-it US JV LLC	20.89	1000283524
986	03/04/2022	Claims	3	35088	Sno Co Human Services Dept *	550.07	HSALC088
987	03/04/2022	Claims	3	35089	Sno Co Treasurer	894.85	00985000000200; 32032400300300; 32032400305600; 32032400300100; 32032300401200; 32032300400700; 32032400400100; 32043000200400; 32042000402900; 3203230040110; 32032400413200
988	03/04/2022	Claims	3	35090	Stanwood Auto Parts	143.59	56100; 56100
989	03/04/2022	Claims	3	35091	Jim Coleman	485.98	06 2500 12 - 27030 102ND DR NW
990	03/04/2022	Claims	3	35092	Strategies 360 Inc	3,000.00	City of Stanwood; City of
991	03/04/2022	Claims	3	35093	Summit Law Group	105.00	2015-1-DAS City of Stanwood
992	03/04/2022	Claims	3	35094	UPS Store #4798	27.89	City of Stanwood
993	03/04/2022	Claims	3	35095	USA Bluebook	421.12	478228
994	03/04/2022	Claims	3	35096	Unum Life Insurance	88.40	City of Stanwood
995	03/04/2022	Claims	3	35097	Verizon Wireless	1,082.76	372541731-00001
996	03/04/2022	Claims	3	35098	WA St Dept of Licensing *	198.00	City of Stanwood
997	03/04/2022	Claims	3	35099	Washington State Patrol *	225.25	STA301
998	03/04/2022	Claims	3	35100	Wave Broadband	149.62	3201-0316545-01
999	03/04/2022	Claims	3	35101	Western Exterminator Company	512.99	City of Stanwood; City of Stanwood; City of Stanwood; City of Stanwood
1000	03/04/2022	Claims	3	35102	Ziply Fiber	1,232.23	206-188-0411-053105-5
		001 General Fund				162,988.04	
		101 Street Fund				28,955.65	
		103 Street Construction Fund				20.50	
		115 Tourism And Promotion DSC				1,209.00	
		401 Sewer Fund				60,374.57	
		403 Sewer Construction Fund				5,645.27	
		410 Drainage Fund				20,928.55	
		411 Drainage Construction Fund				10,718.50	
		421 Water Fund				62,275.39	
		630 Agency Fund				423.25	
							Claims: 60,256.88
							353,538.72 Payroll: 293,281.84
		* Transaction Has Mixed Revenue And Expense Accounts					

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

() Finance Director (✓) Auditing Officer Wendy Drubowen
 () Deputy Finance Director

Date: 3-16-22



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b
DATE: March 24, 2022
SUBJECT: City Council March 10, 2022, Regular Meeting Minutes
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the March 10, 2022, Regular City Council Meeting are attached.

RECOMMENDED MOTION

**MOTION TO APPROVE THE MINUTES OF THE MARCH 10, 2022, CITY COUNCIL
REGULAR MEETING AS PRESENTED.**

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, March 10, 2022 – 7:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Call to Order

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

2. Roll Call

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

Also present: City Administrator Shawn Smith, Community Development Director Patricia Love, Finance Director David Hammond, Public Works Director Kevin Hushagen, Police Chief Becky Lewis, Fire Chief John Cermak, Finance Manager Wendy Dowhower, Utilities Supervisor Leigh Danielson, Economic Development & Marketing Manager Sarah Cho, City Attorney Nikki Thompson, Assistant to the Administrator & Communications Manager Krista Hintz, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

Motion by Councilmember Robb, second by Councilmember Bergman to approve the agenda as written. Motion carried unanimously.

4. Presentation

a. Stanwood Camano School District Board Superintendent Rumbaugh

Superintendent Dr. Rumbaugh gave an overview of the Capital Project and Technology Levy, which is a replacement levy, that will be on the April 26th ballot. One half of the levy is dedicated to proposed capital projects for necessary upgrades and repairs to current buildings, departments, and other infrastructures. The other half is to ensure updated and upgraded technology are put in the hands of teachers and students. This is a replacement levy that the voters passed in 2018, the new levy will span from 2023-2026.

There are three primary ways that school districts receive funds; 70% from state which are allocated based on enrollment, 15% from Federal which come through grants and qualifying programs, and 15% from capital levies.

The state will only fund basic education. Revenues received from levies are used for anything beyond material, supplies, and salaries, e.g., investing in transportation and technology, and to build new buildings.

b. Waste Management Annual Update and Contract Implementation Update

Michelle Metzler, WM Public Sector Manager presented the WM 2021 Annual Report, which was included in the council packet. She gave a high-level overview of the services provided by WM and shared some information on the upcoming implementation of the new contract that will start May 1, 2022.

5. Citizen Comments

The City received two written comments and two requests to verbally address the Mayor and City Council (only one was in attendance). Citizens who wish to speak verbally are required to register on the City Website by 9:00 am the morning of the meeting and are required to be visible on camera and identify themselves with name and address.

Written Comment

Cami Gray, SnoCo-Camano Assoc. of Realtors

3201 Broadway, Suite E., Everett Topic – Ordinance 1503 City Impact Fees

Dylan Sluder, Master Builders Association

335 116th Ave SE, Bellevue Topic – Ordinance 1503 City Impact Fees

Verbal Comment

Satin Arnett - 1597 Lake Drive, Camano Island – Topic: School District Levy

6. Staff Reports

7. Committee Reports

- a. Parks and Trails Advisory Committee Meeting Minutes – January 18, 2022
- b. Finance Committee Minutes – February 24, 2022
- c. Community Development Committee Meeting Minutes – February 3, 2022

Public Works Committee Chair Darren Robb gave an overview of the Committee's first in-person meeting held on March 7th (minutes will be included in the March 24th council packet), the meeting was also held over Zoom. The committee discussed three topics: Central Paving Contract for the 2022 Overlay and ADA Project, Faber Construction Contract for Church Creek Sewer Project, and the Six-year TIP 2023-2028. The two contracts will be discussed later tonight; the PWC is in support and recommends council's approval. The Six-Year Tip was discussed, it will be brought back to the Committee in April for a second review before going to full Council in June.

Mayor Roberts said it would be nice to have the committee chairs give a report of the committee meetings, if they want, since the minutes are usually not ready when the council packet is being assembled.

Finance Committee Chair Marcus Metz gave a brief overview of the Finance Committee meeting held on February 24th. The committee discussed the executive leave segment, and they support allowing the City Administrator, at his/her discretion, when to offer executive leave to non-represented employees. They also discussed the budgeting software proposal.

8. Consent Agenda

- a. Approve Payroll Checks and Vouchers
- b. Approve February 24, 2022, City Council Regular Meeting Minutes

Motion by Councilmember Gaumond, second by Councilmember Metz to approve the consent agenda items A - B. Motion carried unanimously.

9. Old Business

10. Public Hearing

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

- a. Approve First Reading of Ordinance 1503 City Impact Fees

Community Development Director Love reviewed the amendment to the Stanwood Municipal Code regarding the impact fee language and the update to the Park Impact Fees. Currently, parks, transportation, and fire are all listed in one chapter, the City Attorney recommended that they are put in their own individual chapters.

Verbal Comment

Cathy Wooten 27828 84th Ave NW, Stanwood – In support of Ordinance 1503

Motion by Councilmember Shepro, second by Councilmember Robb to approve the First Reading of Ordinance 1503 as set forth in attachment “A” amending Title 17 Zoning related to City Impact Fees and proceed with the second and final reading of the Ordinance of March 24, 2022.

Councilmember Shepro commented that on February 14, 2022, the Planning Commission voted unanimously to approve the Park Impact Fee increase. It was also reviewed and approved twice by the Community Development Committee.

Roll call of votes was taken:

Councilmember Shepro – Yes

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

11. New Business

- a. Confirm Mayor Roberts' Salary Commission Appointment – Nick Hanson

Motion by Councilmember Pearce, second by Councilmember Shepro to approve Mayor Roberts' appointment of Nick Hanson to serve as Salary Commissioner for a 3-year term.

Councilmember Pearce wanted to thank Nick for volunteering, and he appreciates all the committee and commissioner volunteers.

Roll call of votes was taken:

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

Motion carried unanimously.

- b. Authorize Mayor to sign a contract with Central Paving for the 2022 Overlay Project.

Motion by Councilmember Pearce, second by Councilmember Bergman to authorize the Mayor to sign a contract with Central Paving for the 2022 Street Overlay and ADA Ramps project not to exceed \$318,084.

Roll call of votes was taken:

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

Councilmember Pearce – Yes

Motion carried unanimously.

- c. Authorize Mayor to sign a contract with Faber Construction for the Church Creek Sewer Project.

Public Works Director Hushagen explained the need for the 10% contingency. There is concern with the heavy equipment being used to complete the project that the Church Creek Park parking lot may not hold up to the traffic. By having the 10% contingency already approved by council, if there are issues with the parking lot, staff can authorize the repair and repaving to keep the project moving forward.

Motion by Councilmember Metz, second by Councilmember Pearce to authorize the Mayor to sign a contract with Faber Construction for the Church Creek Sewer Lift Station Gravity Bypass project in the amount not to exceed \$938,986.78 and a contingency in the amount of \$93,986.00.

Roll call of votes was taken:

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

Motion carried unanimously.

- d. Authorize Mayor to sign contracts for 2024 Comprehensive Plan Updates.

Community Director Love discussed the contracts for the 2024 Comprehensive Plan Update which includes two consultant groups; Blueline Group will be the primary consultant and project lead and Transpo Group will work on the transportation element.

The 2024 Comprehensive Plan is a mandated update by the state of Washington under the Growth Management Act, which requires the city to update all the mandatory elements of Comp Plan. A new sub-section element on climate change will be added to the update. The legislation increased the frequency between updates from eight to ten years. This is an investment for the City's future and is a twenty -year planning

document, that will guide the development of the City of Stanwood. Comprehensive Plans are major updates and the City is dependent on having it approved through the State of Washington and the Puget Sound Regional Council.

To accomplish all the work needed to adopt a fully updated plan, the proposed Comprehensive Plan Update has been broken into three distinct planning phases:

2022 Phase 1: Fact Finding and Visioning – Public Outreach, Technical Studies and Analysis

2023 Phase 2: Plan Development – Writing the Plan

2024 Phase 3: Plan Adoption – Formal Public Hearings and Adoption Process

Love reviewed the scope of work and cost of updating the Comprehensive Plan.

i. Blueline Group Comprehensive Plan Update – Project Lead

Motion by Councilmember Bergman, second by Councilmember Gaumond to authorize the Mayor to sign a contract with Blueline Group in the amount of \$355,200 to prepare the Stanwood 2024 Comprehensive plan in accordance with the attached scope of work.

Roll call of votes was taken:

Councilmember Shepro – Yes

Councilmember Bergman – Yes

Councilmember Schmitt – Yes

Councilmember Gaumond – Yes

Councilmember Metz – Yes

Councilmember Robb – Yes

Councilmember Pearce – Yes

Motion carried unanimously.

ii. Authorize Mayor to sign a contract with contracts for 2024 Comprehensive Plan Updates.

Motion by Councilmember Metz, second by Councilmember Robb to authorize the Mayor to sign a contract with Transpo Group in the amount of \$95,000 to update the transportation analysis of 2024 Comprehensive plan update in accordance with the attached scope of work.

Roll call of votes was taken:

Councilmember Shepro – Yes

Councilmember Bergman – Yes

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

Motion carried unanimously.

- e. Authorize the Community Development Director to sign the Snohomish County Hotel Motel Small Fund Grant.

Economic Development & Marketing Manager Sarah Cho reviewed the Snohomish County Hotel Motel Small Fund Grant.

Motion by Councilmember Shepro, second by Councilmember Bergman to authorize the Community Development Director to sign the 2022 Grant Agreement and Accept the Grant Award of \$14,500 with Snohomish County as Part of the City of Stanwood's Marketing and Tourism initiative, Discover Stanwood Camano.

Roll call of votes was taken:

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

Motion carried unanimously.

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

13. Report of Officers and Committees

a. Mayor's Report

Mayor Roberts was excited to announce that starting April 14th, Council will be meeting in-person again in the Stanwood-Camano School District Boardroom. The Mayor thanked the School Board and Dr. Rumbaugh for allowing the city to use their facility.

Staff sent out a survey regarding the Civic Campus that included budget questions. In two days, over 100 surveys have been returned; we are hoping to receive 200-300 more. Responses will be brought to the March 24th Special Workshop.

Police Chief Lewis is a finalist for the Bellingham Police Chief; she started the process before she was selected to be the Stanwood Police Chief. The Mayor gave his appreciation to the Chief and the great job she has done and wishes the best for her, but would be happy if she stayed.

The Mayor asked everyone can keep the people of Ukraine in their thoughts and prayers during this sad time.

The City Attorney is working on minor updates to the Council Rules and will hopefully have them for the next council meeting. The Mayor reminded the councilmembers who did not just run for office, that their F-1 is due April 15th.

b. City Administrator Report

City Administrator Smith said with the mask mandate ending on March 12th, city hall will be open five days a week starting Monday, March 14th and the police station the following week on March 21st which is when the new Police Records Specialist starts. Smith said he appreciated that Chief Lewis met with him and the Mayor to give them the news of her being a finalist for the Bellingham Chief of Police before the news hit the papers.

c. Councilmember Reports/Questions

Councilmember Gaumond asked about the filing of F-1. The Mayor answered that elected officials must file a F-1 report annually with the Public Disclosure Commission.

Councilmember Schmitt made a comment about the low turnout on public events to seek public input on Stanwood's growth and the Comprehensive Plan, we are all aware how people like to complain about politics but do nothing to contribute to solutions. Think of yourself as an ambassador and encourage these people to be part of the solution and let them know that their voice is heard, and it can be an impact to their future.

Councilmember Bergman is looking forward to having in-person meetings and thank city staff for all their hard work.

Councilmember Robb thank staff and councilmembers for all the good discussions tonight.

Councilmember Shepro said it was nice to see all the citizens in attendance and to have a few of them address the council.

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

15. Reconvene and Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:52 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c
DATE: March 24, 2022
SUBJECT: City Council March 10, 2022, Special Workshop Minutes
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the March 10, 2022, City Council Special Workshop are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE MARCH 10, 2022, CITY COUNCIL SPECIAL WORKSHOP AS PRESENTED.

CITY OF STANWOOD
City Council - Special Workshop Meeting
Thursday, March 10, 2022 – 5:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

ATTACHMENT A

Call to Order

Mayor Sid Roberts called the meeting to order at 5:00 p.m.

Attendance

Councilmembers present: Dani Gaumond, Marcus Metz, Darren Robb, Tim Pearce, Steve Shepro, Andreena Bergman and Tim Schmitt.

Also present: City Administrator Shawn Smith, Community Development Director Patricia Love, Public Works Director Kevin Hushagen, Finance Director David Hammond, Finance Manager Wendy Dowhower, Fire Chief John Cermak, Assistant to the Administrator and Communication Manager Krista Hintz, and City Clerk Lisa Sokolik.

1. Parks and Recreation Feasibility Study

Community Development Director Patricia Love presented a summary of the Parks and Recreation Feasibility Study and its recommendations. Berk Consulting was hired to guide the City through the process of evaluating existing conditions and needs and to help identify options to provide improved park and recreational services to Stanwood's residents. Berk conducted several interviews with the Parks and Trails Advisory Committee, the Economic Development Board, Public Works Maintenance Staff, City Management Team, and a Steering Committee. Across all groups, the following common desires were stated:

- Increase maintenance levels to have tournament-ready ballfields
- Increase signage and wayfinding around the city
- Improve trails and walkability
- Increase parking capacity and improved parking maintenance
- Increase park development and planning

The draft report recommends applying a phased and scalable approach to improving city parks and services prior to formally creating a City Parks Department. This scalable approach starts with the creation of a "Parks Team" consisting of existing employees that will be dedicated to parks planning and maintenance that will work together, in the same space, to improve communication. Service Level 1 could be implemented upon Council acceptance of the report.

Service level 2 is to create a parks division within Public Works and Service Level 3 is to create a full parks department within Public Works which includes recreational programming.

Stanwood Special Workshop Meeting Minutes – March 10, 2022

Mayor Roberts asked if the city could afford Service Level 2 and what would it look like. Finance Director Hammond responded that Council should pause before deciding on moving to Service Level 2 as the 2023-2024 budget deliberations are coming up and there are many things that will affect the general fund budget.

City Administrator Smith commented that for Service Level 1 all Parks Department staff will be housed out of the Public Works Shop which will create better communication and higher level of service with little impact to the general fund.

Councilmember Shepro asked if a mid-term report of Service Level 1 could be brought to council to help Council's later discussions.

2. American Recovery Plan Act (ARPA), State & Local Fiscal Recovery Funds Discussion

Finance Director Hammond discussed the rules of spending ARPA funds. The city received \$1,018,070 in 2021 and will receive another \$1,018,070 in 2022. The US Department of Treasury issued its Final Rule on the use of these funds in January, which has an effective date of April 1, 2022. Under the Final Rule, cities may use a standard allowance in lieu of the formula prescribed by the Interim Final Rule. By this rule, all of Stanwood's ARPA funding is considered revenue replacement, thus can be used for any governmental purpose.

Proposed ARPA funded projects include:

- Budget Software
- SCADA Network Vulnerability Software
- Regional Fire Authority Revenue Loss
- Lincoln Hill Retirement Community/Senior Center
- Brick Road Gateway
- Special Event Support
- Event State and Tent
- Municipal Code Update
- City Beautification Project – Power Installation
- Flashing Crosswalk Signs
- Digitization of Building Permits
- Physical Security Improvements
- Indirect Costs

Councilmembers discussed the proposed ARPA funded projects. City Administrator Smith clarified that the discussion is just for the first round of ARPA funds. Hammond reminded council that the ARPA funds should be used for one-time expenses and not used for ongoing expenses.

Stanwood Special Workshop Meeting Minutes – March 10, 2022

Councilmembers concluded their discussion and asked that staff be open to receiving additional input by email or phone call and for staff to bring the list back to council in April for an action item designating use of the funding.

2. Adjourn

Mayor Roberts Adjourned the meeting at 6:28 pm.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a
DATE: March 24, 2022
SUBJECT: Parks and Recreation Feasibility Study
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A – Park and Recreation Feasibility Study

PURPOSE

The purpose of this agenda item is for Council acceptance of the Parks and Recreation Feasibility Study prepared by Berk Consulting and implementation of Service Level 1 – Parks Team as proposed in staffing organization charts.

BACKGROUND

For several years, the Parks and Trails Advisory Committee (PTAC) and members of the public have been requesting that the city hire a full time Parks and Recreation Director. This pressure appears to be coming from the desire to improve park aesthetics and communication with the city. However, prior to hiring a director and/or staffing a new department, the city needs a plan and vision for what the future of parks and recreation may look like in the city, what types of service models should be considered, and a funding mechanism to support recreational programming.

A community survey conducted in 2019 placed a high priority on future parks and recreation program planning in Stanwood. Top priorities included trails and waterfront access. With the growth of Stanwood and the community's desire for a robust parks and recreation services and facilities, a Parks and Recreation Feasibility Study was included in the 2021 / 2022 biennial budget and associated work plan. Berk Consulting Inc. was hired to guide the City through the process of evaluating existing conditions and needs and then to help identify options to provide improved park and recreational services to Stanwood's residents.

The attached report summarizes findings and recommendations based on comparisons with similar cities and discussions with city boards and commissions.

ANALYSIS

The City's current parks and recreation service model is decentralized with multiple City departments responsible for discrete parts of the City's current parks and recreation operations.

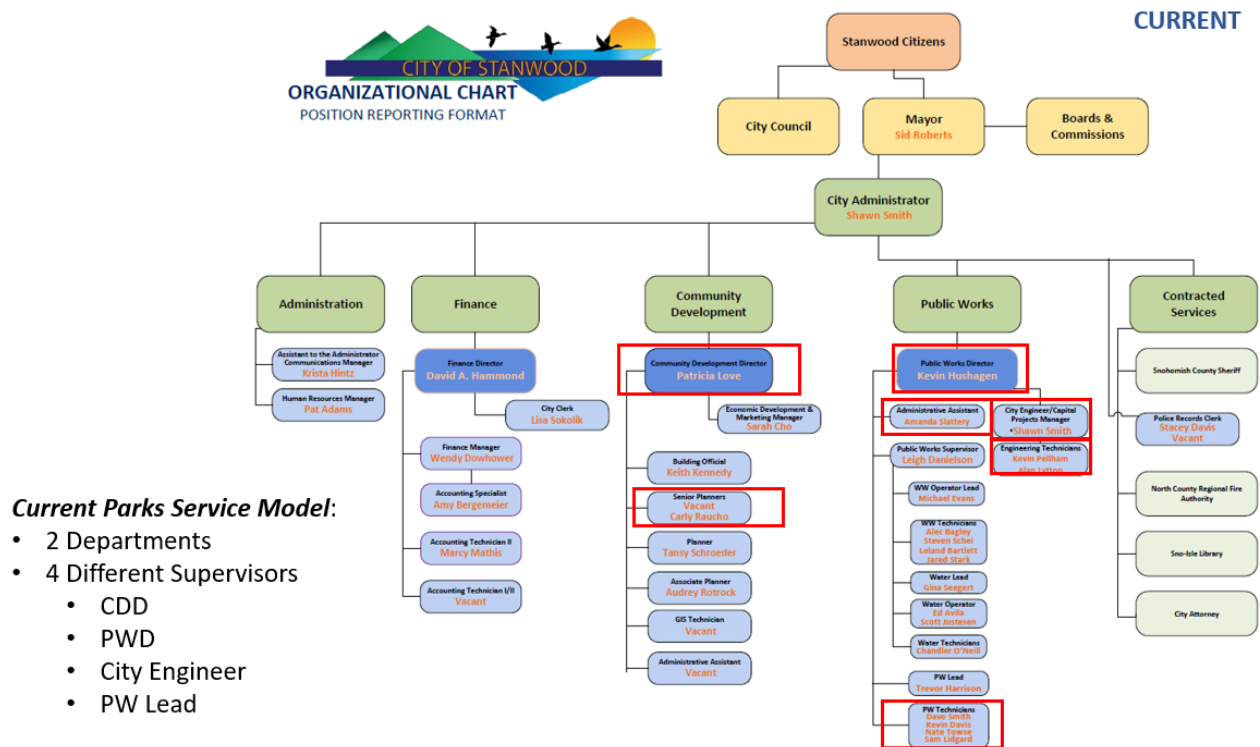
City of Stanwood Park and Recreation Operational Categories and Responsible City Departments

Park & Recreation Operational Category	Responsible City Department
Parks Maintenance & Facility Scheduling	Public Works
Parks Planning & Development	Community Development with support from Public Works
Special Events	Community Development / Economic Development

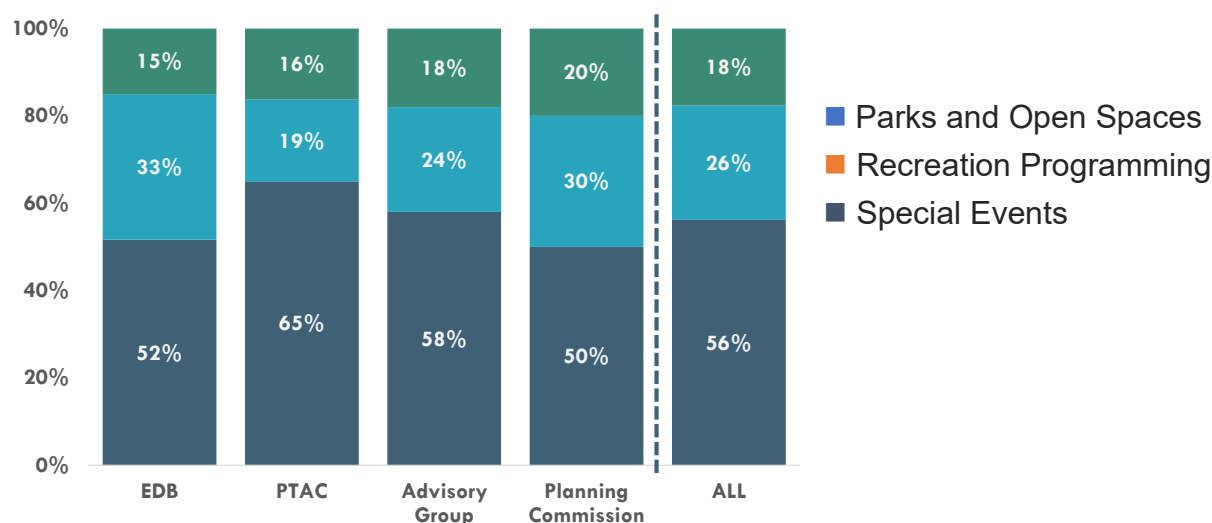
Berk Consulting Inc. conducted several interviews with the Park and Trails Advisory Committee, the Economic Development Board, Public Works Maintenance Staff, City Management Team and a Steering Committee. Across all groups, the following common desires were stated:

- Increase maintenance levels to have tournament-ready ballfields
- Increase signage and wayfinding around the city
- Improve trails and walkability
- Increase parking capacity and improved parking maintenance
- Increase park development and planning

With the current decentralized system of parks planning in the Community Development Department and parks scheduling / maintenance in the Public Works Department there is a communication and policy implementation gap with regards to parks in the City of Stanwood. Identifying this key inefficiency in the city is a major step forward towards improving City parks for the community.



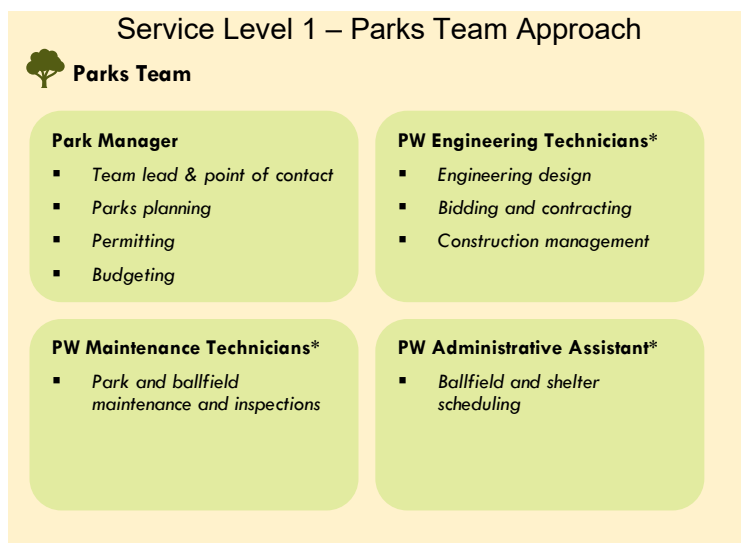
Boards and commissions were asked to complete a short exercise in how they would choose to allocate \$100 among parks and open spaces, recreation programming, and special events. The stakeholder allocation exercise results are as follows:



Sources: BERK, 2021.

Most respondents indicated a desire to concentrate resources in parks and open spaces, with respondents across all groups indicating they would allocate an average of 56% of resources towards parks and open spaces. Respondents who added comments to their submissions indicated that they viewed parks and open spaces as the prerequisite for growth in recreation programming and special events. These findings align with discussion feedback that the City's park system should be the main focus with recreational programming and special events being secondary concerns.

The draft report recommends applying a phased and scalable approach to improving city parks and services prior to formally creating a City Parks Department. This scalable approach starts with the creation of a "Parks Team" consisting of existing employees that will be dedicated to parks planning and maintenance that will work together, in the same space to improve communication. This *Service Level 1* could be implemented upon Council acceptance of the report.



As the City's park system and services expand and as resources permit, a scalable approach to implementing a Parks Department has been developed which includes major milestones to guide the City in its decision-making process. The intention of the scalable approach detailed below is to provide the City with a roadmap for creating a dedicated parks and recreation department while addressing community priorities in the short term.

Scalable Approach: Service Level 1 - 3

City of Stanwood				Separate Parks District
Current	Parks Team	Parks & Rec. Supervisor	Parks & Rec. Department	Parks District
Level of Service <i>Current Service Level</i> Current LOS	Level of Service <i>Service Level 1</i> - Improved park and ballfield maintenance - Improved communication with public	Level of Service <i>Service Level 2</i> - Coordinating recreation programming - More cohesive approach to park development, programming, budgeting, and strategic planning	Level of Service <i>Service Level 3</i> - Operating recreation programming and facilities - Expanded park and ballfield maintenance	Level of Service <i>Service Levels 1 -3</i> Parks districts can operate at a variety of service levels
Description - Decentralized - Services split between City departments	Milestones - Dedicated staff for park services - Centralized (e.g., Public Works)	Milestones - Staff supervision needs - Recreational programming coordination - Budget & strategic planning needs	Milestones - Operating recreational programming and facilities - Other programming and activities needs (e.g., special events, partnerships) - Park system expansion	Milestones - City is unable to dedicate sufficient funds - Service demands from outside the City outpace City-resident demand
Est. Biennial Cost (2021 \$) \$1.2M*	Est. Biennial Cost (2021 \$) \$1.2M-\$1.4M	Est. Biennial Cost (2021 \$) \$1.7M-\$2.1M	Est. Biennial Cost (2021 \$) \$2.3M-\$2.7M	

Staff has been reviewing how the phase approach could work within our existing organizational structure. While the following charts are slightly different than shown in the Berk report, it reflects an implementable approach that works with existing staffing levels and reasonable budget impacts.

Service Level 1: Parks Team

Move the current half time Senior Planner to Public Works for better communication with the Parks Team. A Parks email and phone number will be set up creating a direct link between the public and parks. This is the first step in creating a parks division within Public Works.



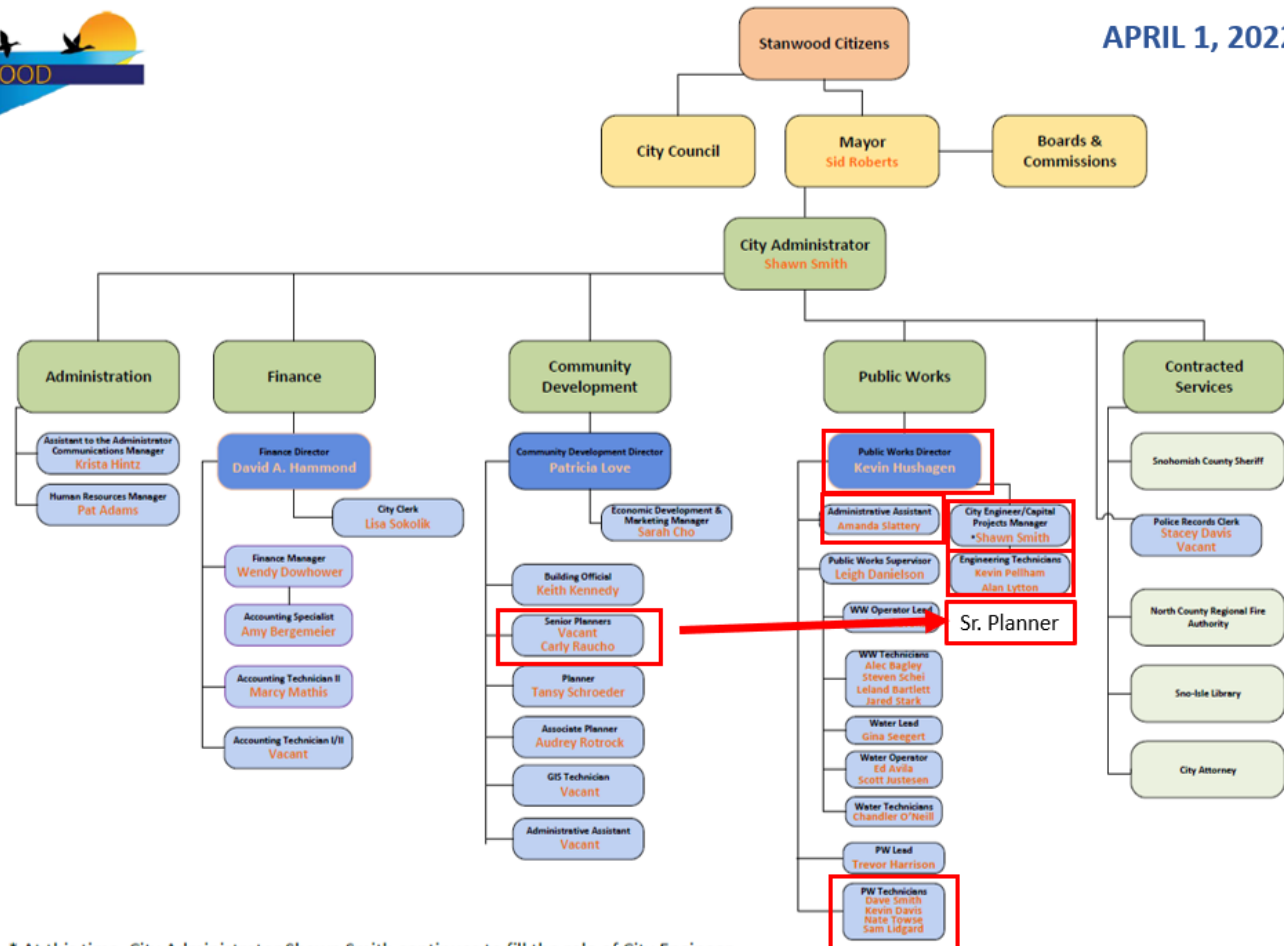
APRIL 1, 2022

Service Level 1

Parks Team Model:

- Move Senior Planner to PW Under City Engineer
- CDD Planning Role Shifts to City Engineer (Currently Vacant) / Provides Support During Transition
- PW Staff Stay Under Current Supervisors, But Move Into Same Building Space for Improved Communication

Cost: Existing Staff



Service Level 2: Parks Division with Public Works

The reviewing Boards and Commissions have recommended moving to Parks Service Level 2 as quickly as possible. Below is a proposed organization chart showing how a parks division could be implemented within the Public Works department using existing staff, rehiring the vacant Assistant Public Works Director / City Engineer position, and hiring one new Senior Parks Technician.



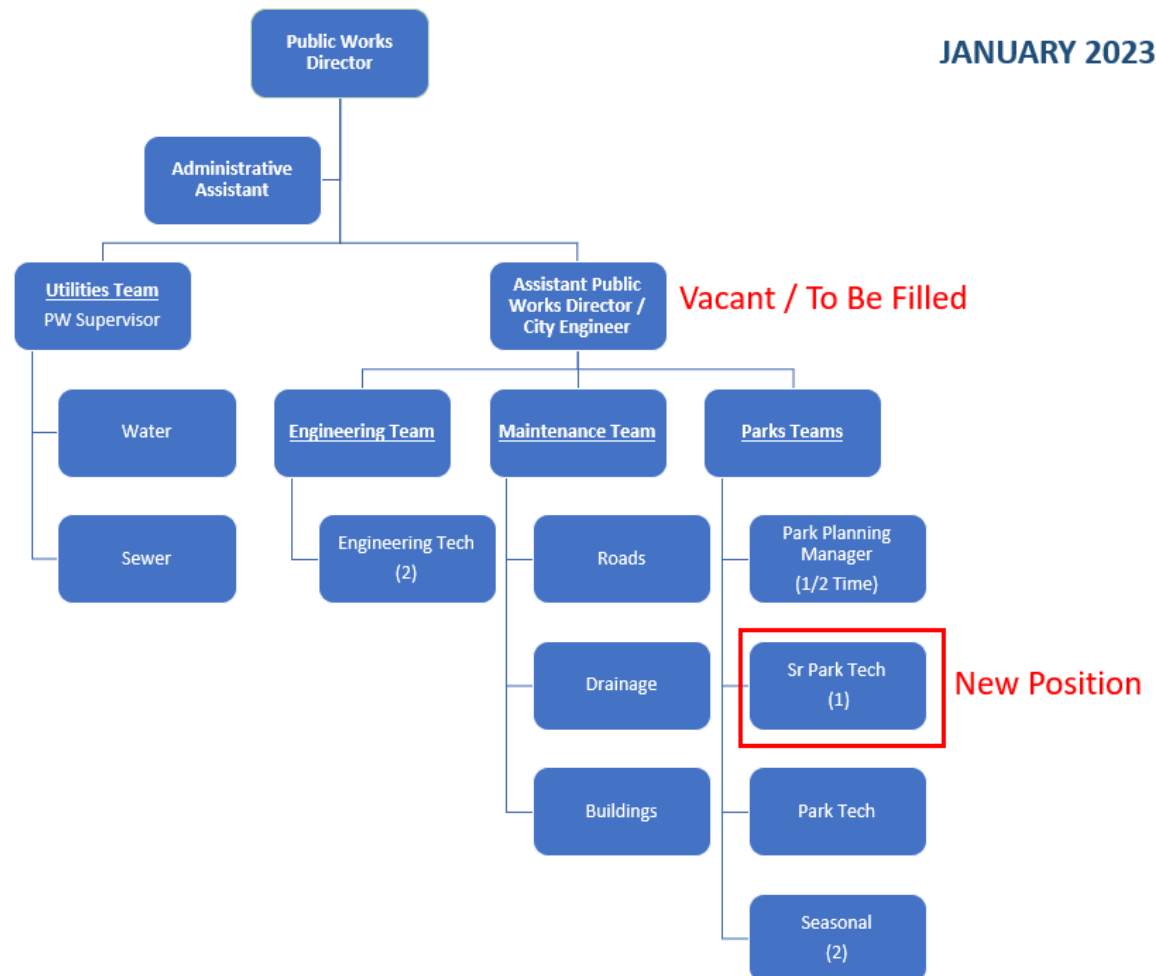
JANUARY 2023

Service Level 2

Parks Division Model:

- Rehire Assistant Public Works Director / City Engineer with Some Parks Planning Background
- Create / Clarify Engineering, Maintenance, and Parks Teams
- Hire New Sr Parks Tech Position

Cost: \$150,000 - \$200,000 Per Year
One New Position and Minor
Reclassification of Sr Planner to
Parks Planning Manager



Service Level 3: Parks Department

The following organization chart shows a full parks department within Public Works once recreational programming is provided. Recreational programming includes providing recreation classes, hosting / managing tournaments, and / or building a community center or other buildings that support parks and recreation.



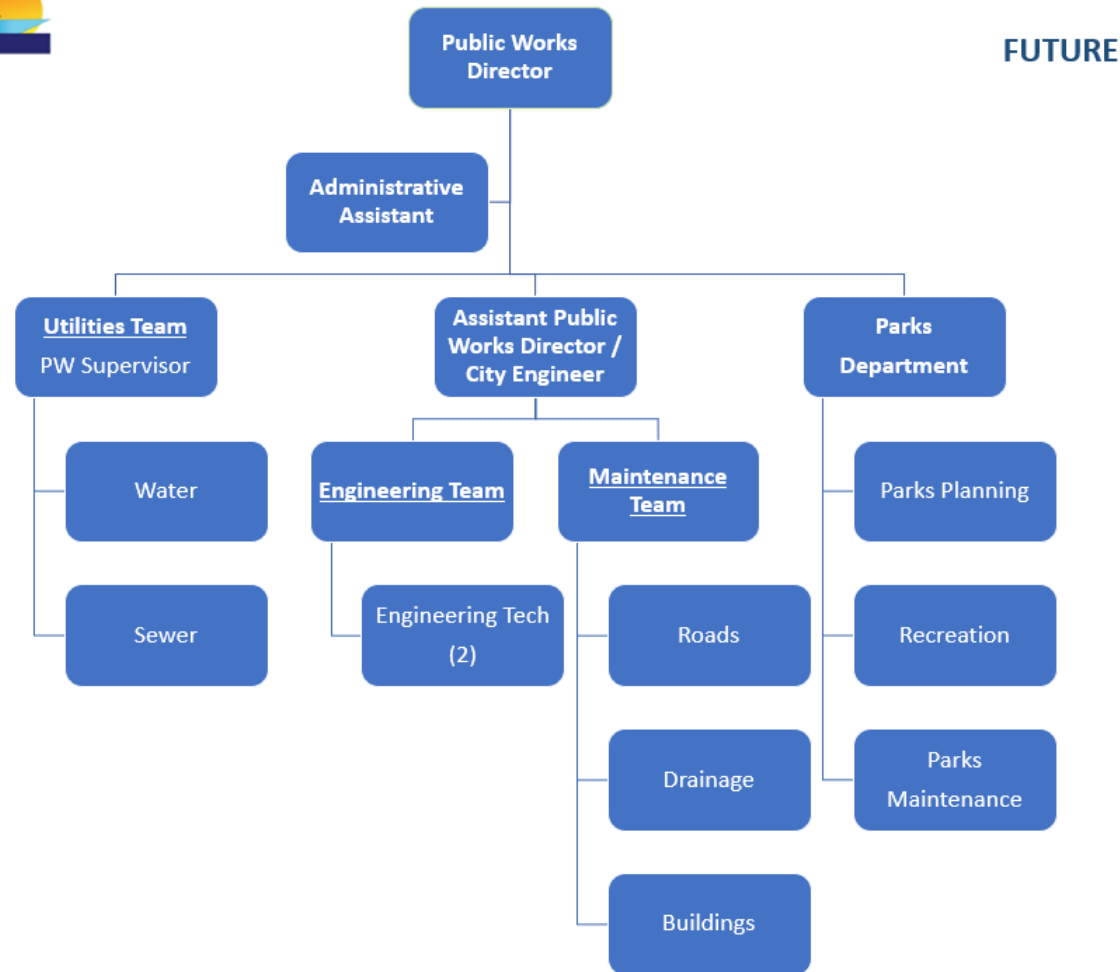
Service Level 3

Parks Department Model:

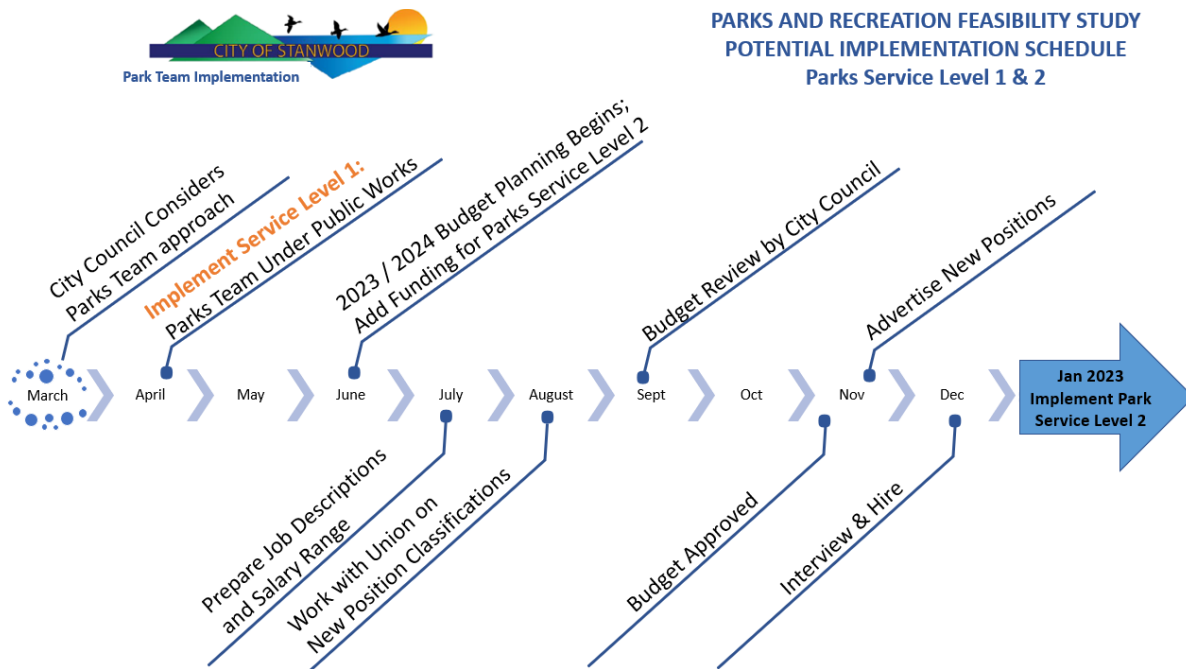
- Create a Parks Department within Public Works
- Share Equipment

Cost: \$1.0 M - \$1.5 M Per Year

Option: Create Parks Department as Independent Department – Not Under PW – However, Implementation and Equipment Costs Would be Doubled



The following timeline as been prepared showing that Parks Service Level 1: Parks Team can be implemented immediately if Council approves the approach. Parks Service Level 2: Parks Division could be implemented by the beginning of January 2023 if the needed positions are funded.



Fiscal Impact

Staff has analyzed the anticipated costs to implement Parks Service Level 1 and 2.

Parks Service Level 1: Parks Team

The Parks Team can be implemented quickly upon approval by Council without impacts to the City budget. This Team would work under the direction of the Public Works Direction with planning support from the Community Development Director as needed. This is intended to be an interim step towards building the Parks Division.

Parks Service Level 2: Parks Division

The cost to implement Parks Service Level 2: Parks Division is anticipated to increase the general fund budget by \$150,000 - \$200,000 per year. It includes rehiring the Assistant Public Works Director / City Engineer position, hiring a new Sr. Parks Tech and upgrading the Senior Planner to a Parks Planning Manager

- The Assistant Public Works Director / City Engineer would take on the high level / long range planning and budgeting duties currently being done by the Community Development Director.
- The Parks Planning Manager would be the community contact for parks, coordinate park projects with the park's maintenance and scheduling staff. This position would continue to serve as staff to the Parks and Trails Advisory Committee.
- The new Senior Parks Technician will manage park, field, equipment, buildings, and other park related maintenance schedules and conduct these maintenance activities.
- The Parks Technician is dedicated to park maintenance.

<u>Parks Service Level 3: Parks Department</u> Initial long-term projects anticipate a Parks Department could cost between \$1M - \$1.5M per year. This does not include building or equipment costs. Further analysis is needed when / if the City decides to provide recreational programming.			
Fund(s):	To Be Determined		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff supports the conclusions of the Park and Recreation Feasibility Study prepared by Berk Consulting and recommends moving forward with forming the Parks Team.

Committee/Board Recommendation:

<u>Council Community Development Committee (February 3, 2022):</u> The Council Community Development Committee reviewed the study results on February 3, 2022 and was supportive of the proposed phased implementation approach. They had the following comments:	<u>Committee Members:</u> Steve Shepro Marcus Metz Dani Gaumond
▪ They felt the report accurately captured the conversation regarding park needs and desires. ▪ Support the phased approach to develop a parks department. ▪ Would like to see a proposed timeline for when the city would/could increase service levels. ▪ Suggest the Council consider moving to Service Level 2 quickly – possibly 2022.	

<u>Economic Development Board (February 18, 2022):</u> The Economic Development Board reviewed the study results on February 18, 2022 and were also supportive of the proposed phased implementation approach. They had the following comments:	<u>Members Present:</u> Kristine Birkenkopf John Russell David Pelletier Blake Arnold Les Anderson
▪ Begin implementation of the team approach – Service Level 1. ▪ Need leadership support and a clear understanding of how the transition is to occur with shared resources so that parks, streets, and drainage groups have dedicated or shared resources they need to do their jobs without overtaking one another. ▪ Prepare written maintenance standards and schedules with clear expectations. ▪ Concerned about implementation of a Parks District. If the District covers the school district boundaries, then funds would flow out of Stanwood whereas if the District covers only city boundaries, then city residents are paying for county (Snohomish and Island) use of city parks. Consider user fees as an alternative to a District. ▪ As the city moves along the phased schedule to Service Level 2 or 3, create opportunities to partner with other recreational user	

groups: YMCA, Baseball Leagues, Lacrosse Groups to provide coordinated recreational programming.

- Create venues and opportunities for park users to contribute to the economic welfare of local businesses by creating tournaments and events that market Stanwood as a destination.
- Parks should be used for more than tournaments; they should generate revenue by bringing people into Stanwood to stay for the day. Promote outdoor, weekday and evening use of parks.

Parks and Trails Advisory Committee (February 22, 2022):

The Parks and Trail Advisory Committee reviewed the draft Parks and Recreation Study results on February 22, 2022. They unanimously support the proposed phased implementation plan and motioned for Council to move forward with Service Level 1 immediately and move to Service Level 2 in 2023. Other comments included:

- Need an assessment of needed park equipment with cost estimates.
- Support the team approach with dedicated park staff, email and phone number.
- Support the team approach as it provided better communication and cohesiveness with park planning and maintenance.
- While the proposed approach looks “good on paper”, be careful of how the position is filled as it will be difficult to get one person that is an expert in parks planning, maintenance and recreation. Evaluate the team to understand everyone’s strengths then fill the Service Level 2 position accordingly.
- Provide budget recommendations with Service Level 2 in 2023 to Council.
- Once at Service Level 2 begin putting together partnerships for recreation programming.

Members Present:

Cathy Wooten
Lisa Bruce
Matt Withers
Dave Hall
Rick Hawkins
Katelyn Durfee

Judy Williams
(Member of Park
Steering Committee
- Attended PTAC as
she was not able to
attend the steering
committee meeting
on 2/23)

Steven Shero also
attended, but not a
member of PTAC

Parks and Recreation Feasibility Study Steering Committee (February 23, 2022):

The Steering Committee reviewed the draft report with staff and Berk Consulting on February 23, 2022. They concurred with the recommendations of the Community Development Committee, Economic Development Board and Parks and Trails Advisory Committee that the scalable approach to forming a parks department makes sense for Stanwood. Their consensus was to move forward with assembling the Parks Team (Service Level 1), then conduct an assessment of the team’s skills to determine the needs for hiring the vacant supervisor/city engineer position. They also recommended funding Service Level 2 as soon as possible, but with the 2023/2024 budget as a minimum. Other comments included:

- Support the idea of forming the parks team first before moving ahead with a full department. The Teams approach will improve

Members Present:

Robin Hanks
Kristine Birkenkopf
Rose Olson
Dave Hall
Steve Shepro
Chuck Pratt

communication and coordination between staff and with the public in general. It creates a “one-stop place” for information which is a more positive experience for residents.

- It’s a smart and reasonable approach that provides flexibility and the time to set up a parks marketing plan and priorities.
- It’s the first step by the City to focus resources and staff on developing and maintaining parks. However, continue to fund capital park projects to complete the “dream” of robust, regional park facilities that attract tournament and day users.
- Would like a timeline to better understand the transition to a full parks department.
- Important to support special events in Stanwood. The Economic Development and Marketing Manager will continue to manage special events with coordination with the Parks Team.
- Concern about how to fund both the Parks Team, needed maintenance equipment, and continued park development.

CITY COUNCIL OPTIONS

1. Accept the Park and Recreation Feasibility Study as prepared by Berk Consulting and begin implementation of Service Level 1 – Parks Team.
2. Request changes to the study and delay implementation.

PROPOSED MOTIONS

“I MOVE TO ACCEPT THE PARK AND RECREATION FEASIBILITY STUDY AS PREPARED BY BERK CONSULTING AND BEGIN IMPLEMENTATION OF AS FOLLOWS:

- 1. INITIATE IMPLEMENTATION OF SERVICE LEVEL 1 – PARKS TEAM BY APRIL 1, 2022;**
- 2. EVALUATE COSTS AND THE ORGANIZATIONAL STRUCTURE ASSOCIATED WITH IMPLEMENTING SERVICE LEVEL 2 – PARK DIVISION WITH THE 2023 / 2024 BIENNIAL BUDGET; AND**
- 3. PREPARE AND SUBMIT A MID-YEAR REPORT TO COUNCIL ON THE IMPLEMENTATION PROGRESS AND PERFORMANCE OF THE PARKS TEAM.”**

City of Stanwood

Parks and Recreation Feasibility Study



Photo Credit: City of Stanwood

March 1, 2022

BERK



STRATEGY ■ ANALYSIS ■ COMMUNICATIONS

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Project Team

Brian Murphy Principal in Charge

Jason Hennessy Project Director

Jay Shih Project Manager

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Introduction

The City of Stanwood is the northernmost city in Snohomish County and has a population of around 7,125 residents as of 2020. The City serves as a commercial and cultural hub for the greater Stanwood and Camano Island community, which is estimated to be around 37,800 in population based on 2020 population estimates for the Stanwood-Camano School District. It's park and recreation amenities also serve the broader region and help play an important role in the local economy by attracting out-of-town visitors to Stanwood.

In 2019, the City commissioned a community survey as part of the City's strategic planning efforts to collect feedback from the greater Stanwood and Camano Island community on various services provided by the City. High priorities for park and recreation services and facilities identified by survey respondents included developing new trails and improving existing trails as well as developing new waterfront parks and improving existing waterfront parks. Additionally, respondents identified improving existing parks and amenities as one of the community's top five priorities over the next two to five years.

With the growth of Stanwood's population in recent years and the community's desire for robust parks and recreation services and facilities, the City engaged BERK Consulting in March of 2021 to evaluate what a future park and recreation service model for the City could look like as well as what types of services could or should be provided in Stanwood.

This report includes findings around our evaluation of the City's current park and recreation service model, findings around the community's priorities for parks and recreation in Stanwood from stakeholder engagement, and a recommended phased approach towards providing park and recreation services in the City.

Evaluation of Current State

To provide context around the City's existing parks and recreation operations, this section details BERK's findings around the following:

- **A baseline assessment** of the City's current parks and recreation operations and service model
- **A peer benchmarking analysis** of parks and recreation service models employed by comparison jurisdictions as a point of comparison for Stanwood's current service model

Baseline Assessment

Current Service Model

The City's current parks and recreation service model is decentralized with multiple City departments responsible for discrete parts of the City's current parks and recreation operations. Throughout this analysis, the current service provision is referred as the decentralized model. Exhibit 1 outlines the City's three main park and recreation operational categories along with the respective responsible City departments.

Exhibit 1. City of Stanwood Park and Recreation Operational Categories and Responsible City Departments

Park & Recreation Operational Category	Responsible City Department
Parks Maintenance	Public Works
Parks Planning & Development	Community Development with support from Public Works
Special Events	City Administration/Economic Development

Sources: *City of Stanwood, 2021; BERK, 2021.*

The following are brief descriptions of the three park and recreation operational categories:

- **Parks maintenance** includes the expected regular and periodic maintenance of the City’s park system, including open spaces and trails. Public Works is also responsible for scheduling park facilities for private and public use. The City has eight parks with around 86 acres of parkland; three of those parks are developed and account for about 70% of the total parkland (around 60 acres). The vast majority of current park maintenance activities are in the three developed parks. The City has around 2.5 miles in trail miles, of which 2 miles are outside park boundaries and 0.5 miles are located in Heritage Park.
- **Parks planning and development** refers to activities such as park master planning, facilities design, permitting, community engagement, grant preparation, capital project planning construction management, long-range planning, etc. These activities are performed by a mix of the City’s community development staff as well as engineering technicians in the City’s Public Works department. Other activities undertaken by community development staff around park planning include managing and coordinating the City’s Parks and Trails Advisory Committee (PTAC), a volunteer board of area residents who advise the City Council.
- **Special events** refers to the coordination and permitting of special events around the City as well as managing the City’s tourism and marketing initiative known as Discover Stanwood Camano. Activities include working with event organizers on event applications and submittals as well as coordinating across City functions for necessary services (e.g., barricades, seating, supplies, etc.). Current special events include the Snow Goose Festival, Glass Quest, Light up Your Holidays, Touch a Truck, National Night Out, Movies in the Park, 4th of July Parade, as well as various concerts and festivals among others.

Recreation programming

refers to services such as athletic leagues, arts & culture classes, environmental education programs, fitness classes, after-school programs, childcare, summer camps, etc.

Coordinating and operating recreation programming is a common component of park and recreation service models.

The City does not conduct any recreational programming activities.

Current state descriptions reflect that the City is providing parks services, such as park maintenance and development, as well as scheduling for park facilities, but not recreation programming.

Currently, the City only offers parks services, referring to maintaining and developing its park system and facilities, and supporting special events as part of its park and recreation operations. Recreation programming is another common component of park and recreation service models; as of 2021, the City does not conduct any recreational programming activities.

Current Staffing

Identifying staffing of the City's current parks and recreation service model is challenging since most relevant City staff are not purely dedicated to parks and recreation operations. For all but one staff member, parks and recreation operations represent one of several different responsibilities. For example, the City currently provides park maintenance services through a pool of five full-time maintenance technicians supplemented with seasonal staff; staff also maintain streets, drainage, and buildings alongside parks. These staff shift duties among these responsibilities as needed to meet daily maintenance requirements.

Using assumptions based on interviews with City staff in the spring of 2021 and review of City budget documents, we estimated the portion of staff time for relevant staff that was dedicated to parks and recreation operations for the City's current service model. Exhibit 2 outlines the City's estimated staffing for parks and recreation operations as of 2021.

Exhibit 2. City of Stanwood Parks Staffing by Function and City Department, 2021 Budgeted

Parks Maintenance <i>Public Works (PW)</i>		Parks Planning & Development <i>Community Development (CD)</i>		Special Events <i>City Administration</i>	
Position Title	FTE	Position Title	FTE	Position Title	FTE
PW Director	0.15	CD Director	0.25	City Administrator	0.10
Asst. PW Director/City Engineer	0.15	Senior Planner	0.56	Admin. Assistant	0.20
Admin. Assistant	0.15	Engineering Technician	0.18		
PW Lead	0.33				
PW Tech II	0.66				
PW Tech I	0.66				
Seasonal Temp	0.31				
TOTAL (3.71 FTEs)	2.41		0.99		0.30

Note: The City has made a commitment to fund a new full-time PW Tech 1 position dedicated entirely to parks maintenance; however, the City has not filled the position at the time of this report and this position is not included in the table above. The estimated FTE for the City's engineering technician position is based on the portion of the City's 2021-2026 devoted to parks capital projects. Position titles are current as of the summer of 2021.

Source: City of Stanwood, 2021; BERK, 2021.

As of 2021, the City allocates an estimated 3.7 FTEs to various parks and recreation operations annually. As mentioned above, among all positions listed above, only the part-time Senior Planner for parks planning services is primarily dedicated to parks and recreation operations. Through interviews with City staff, staff indicated that a lack of dedicated staffing resources for park and recreation operations is the primary challenge in expanding activities or services in all three park operational categories.

As a note, after our discussions with staff in the spring of 2021, the City committed to hiring a full-time dedicated parks maintenance technician; however, this position has not yet been hired as of the writing of this report.

Spending

We estimated annual expenditures for parks and recreation operations for the City of Stanwood based on interviews with City staff in the spring of 2021 and review of City budget documents. See Exhibit 3 below for more detail.

Exhibit 3. City of Stanwood Parks Operations Estimated Annual Spending, 2021 Budgeted

Function/Cost Category	Cost (2021\$)
Parks Maintenance	\$307,000
Labor	\$253,000
Supplies & Operating Costs	\$47,000
Professional Services	\$7,000
Parks Planning & Development	\$157,000
Labor	\$119,000
Supplies & Operating Costs	\$6,000
Professional Services	\$32,000
Special Events	\$103,000
Labor	\$40,000
Supplies & Operating Costs	\$23,000
Professional Services	\$40,000
TOTAL	\$567,000

Note: The City has made a commitment to fund a full-time PW Tech 1 position dedicated entirely to parks maintenance, however, the City has not yet filled the position at the time of this report and this position is not included in the table above.

Source: City of Stanwood, 2021; BERK, 2021.

As of 2021, the City is estimated to spend around \$567,000 on annual parks and recreation operations. This represents around 9.5% of the City's budgeted General Fund spending for 2021, which was projected at around \$5.9 million.

Current Park Maintenance Service Standards

The City does not have written standards or schedules for park maintenance. Based on interviews with staff, primary park maintenance activities include mowing, herbicide, irrigation, ballfield maintenance, restroom maintenance, and playground maintenance. Mowing is the City's most frequent and labor-intensive park maintenance activity with the City's three developed parks mowed twice a week during the peak season (March through October) and once a week during off-peak season (November through February).

Peer Benchmarking

To provide context to the City's current parks and recreation operations, the City's parks and recreation service model was compared against peer jurisdictions around the Puget Sound region. Two subsets of peer jurisdictions were selected:

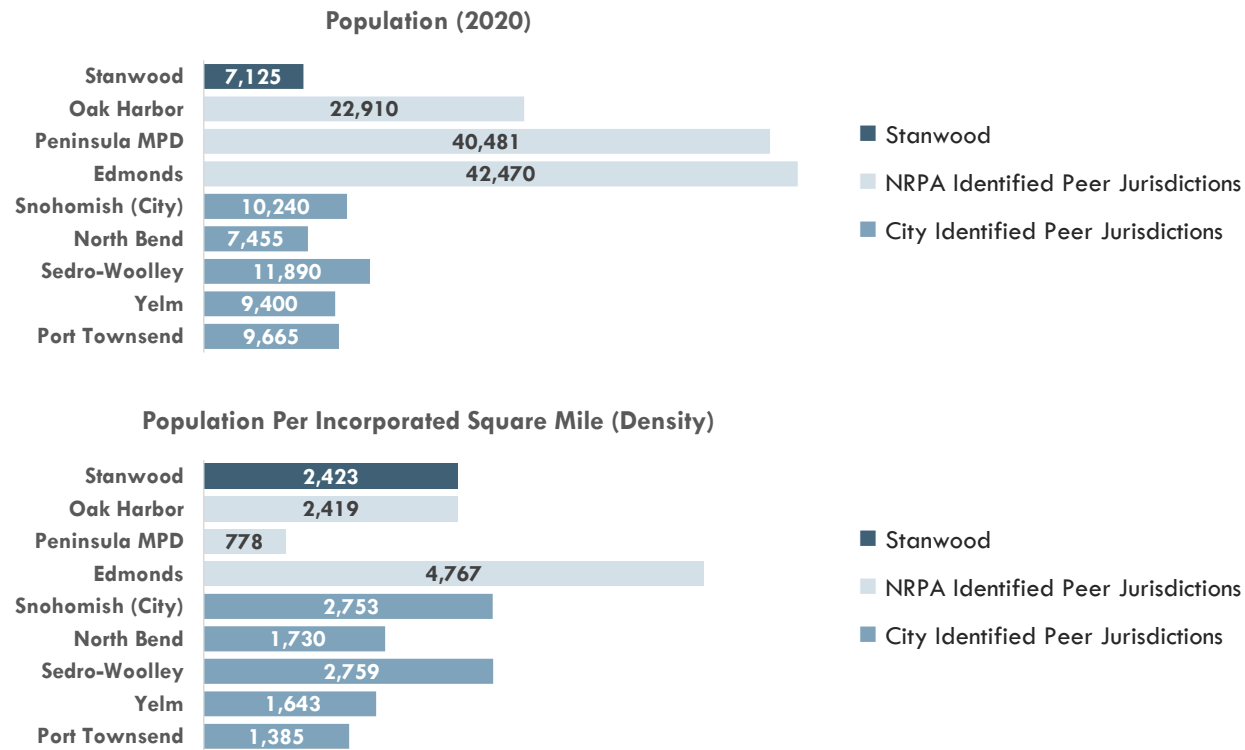
- Jurisdictions identified through the National Recreation and Park Association's (NRPA) Park Metrics database based on size of park system and population: cities of Oak Harbor, Edmonds, and Port Townsend along with the Peninsula Metropolitan Parks District
- Jurisdictions identified in collaboration with City staff due to similar population size and proximity: cities of Snohomish, North Bend, Sedro-Woolley, Port Townsend, and Yelm

Burlington often gets mentioned as a comparison to Stanwood due to proximity and relatively similar population size. However, Burlington was not included as a peer comparison due to significant differences in sales tax base relative to Stanwood. Based on 2019 information, Burlington's taxable retail sales and use collections were over three times the size of Stanwood's taxable retail sales and use collections, on a per capita basis. Burlington's park department has an annual operating budget over twice the size of Stanwood's estimated annual parks and recreation spending, on a per capita basis. Likely due to greater available revenues, Burlington has a dedicated parks and recreation department, unlike Stanwood and most peer jurisdictions.

Background Information

This section compares peer jurisdictions with Stanwood in terms of population size and population density as shown in Exhibit 4.

Exhibit 4. Peer Benchmarking Background Information



Sources: NRPA, 2021; City of Stanwood, 2021; City of Snohomish, 2021; City of North Bend, 2021; City of Sedro-Woolley, 2021; City of Yelm, 2021; City of Port Townsend, 2021; BERK, 2021.

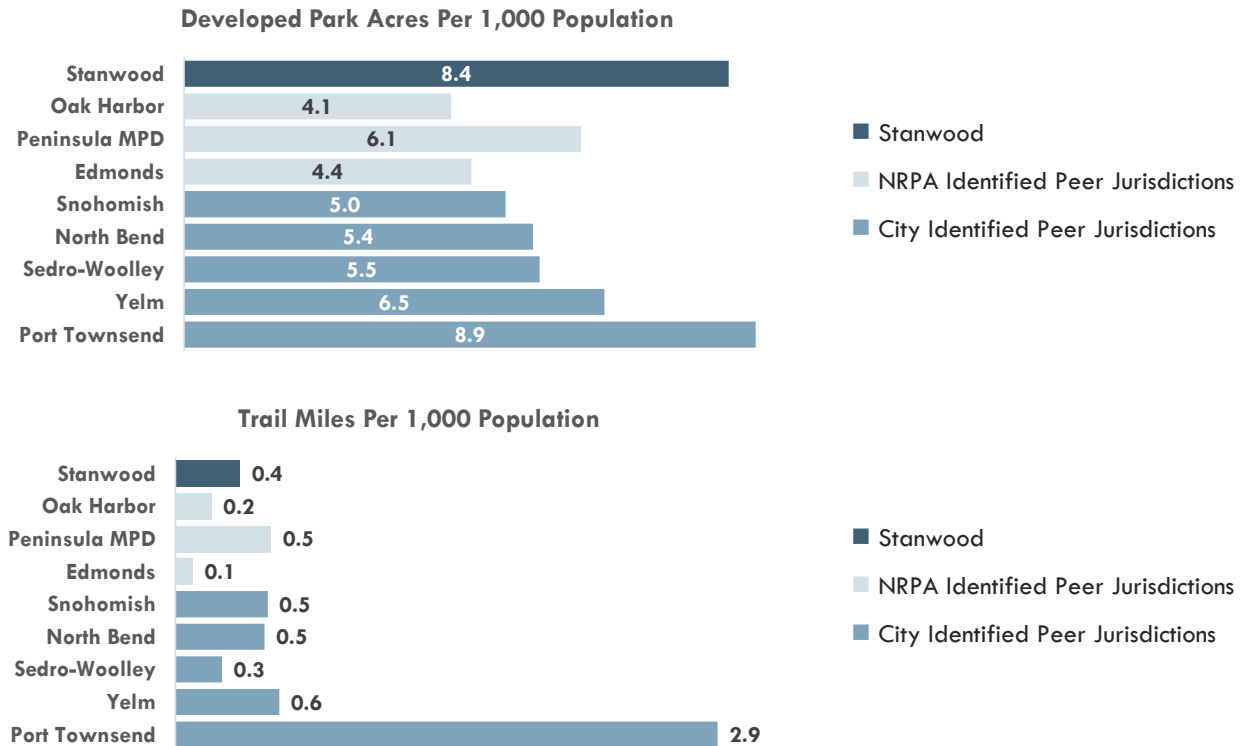
While Stanwood has a citywide population of around 7,125, its park system services the greater Stanwood-Camano community, which is estimated to be up to around 37,800. As a result, beyond jurisdictions with similar population size, some larger jurisdictions such as Edmonds and the Peninsula MPD were also chosen for comparison.

In terms of population density, Stanwood is near the middle of the pack with the 4th highest population density out of the nine jurisdictions shown above.

Park and Trails Inventory

This section compares peer jurisdictions and Stanwood in terms of the size of each jurisdiction's park and trail system as shown in Exhibit 5.

Exhibit 5. Peer Benchmarking Inventory Information



Sources: NRPA, 2021; City of Stanwood, 2021; City of Snohomish, 2021; City of North Bend, 2021; City of Sedro-Woolley, 2021; City of Yelm, 2021; City of Port Townsend, 2021; BERK, 2021.

Stanwood has a high number of developed acres per capita relative to peers, being 2nd highest among comparison jurisdictions after Port Townsend. Stanwood also has an average-sized trail system based on trail miles per capita relative to peers.

Recreational Programming

This section compares peer jurisdictions and Stanwood in terms of recreation programming offered as shown in Exhibit 6.

Exhibit 6. Peer Benchmarking Recreation Programming Offerings

Name	Population	Recreation Programming	Health/Wellness Education	Fitness Enhancement Classes	Team Sports	Social Recreation Events	Cultural Crafts	Performing/Visual Arts	Themed Special Events*	Notes
Stanwood	7,125	No								
Oak Harbor	22,910	No**								
Peninsula MPD	40,481	Yes	✓	✓	✓	✓	✓	✓	✓	Formerly leased a indoor soccer center; developing a new community center
Edmonds	42,470	Yes	✓	✓	✓	✓	✓	✓	✓	Operates a recreation center and a pool
Snohomish (City)	10,240	No								
North Bend	7,455	No**								
Sedro-Woolley	11,890	No								
Yelm	9,400	No								
Port Townsend	9,665	Yes		✓	✓	✓			✓	Operates an indoor aquatic center

Note: *Themed special events are not well-defined by NRPA; likely are not the same as the City's large-scale special events but special events specific to parks. **These jurisdictions are within parks districts that offer recreation programming; residents within these cities have access to recreation programming that are not offered by each city itself but a separate representational government.

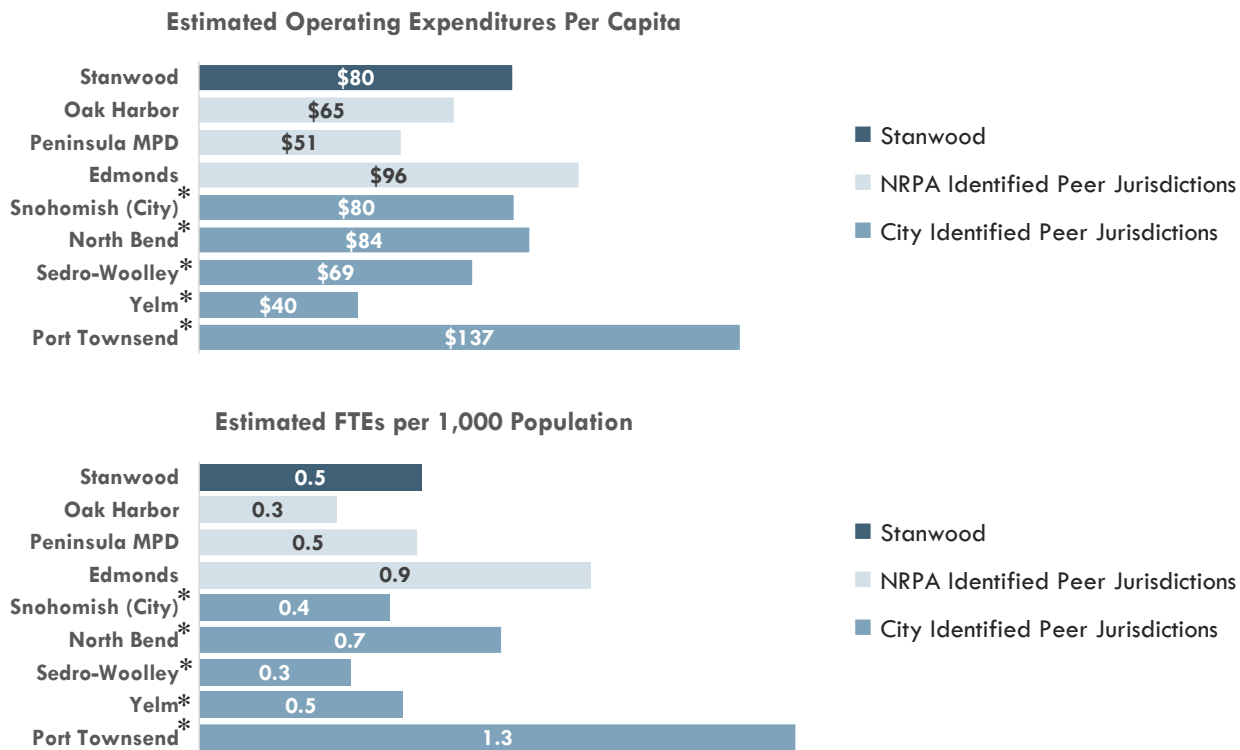
Sources: NRPA, 2021; City of Stanwood, 2021; City of Snohomish, 2021; City of North Bend, 2021; City of Sedro-Woolley, 2021; City of Yelm, 2021; City of Port Townsend, 2021; BERK, 2021.

As noted earlier, Stanwood does not have any existing recreational programming offerings. Of the nine peer jurisdictions, only three offer recreation programming with all of them operated out of facilities owned or leased by the respective jurisdiction. Team sports, fitness classes, and social recreation/themed special events are the most offered recreation programming offering type.

Staffing and Spending

This section compares peer jurisdictions and Stanwood in terms of the amount of staffing and spending as shown in Exhibit 7.

Exhibit 7. Peer Benchmarking Staffing and Expenditure Information



Notes: * Costs and FTE counts for these jurisdictions are based on park maintenance and recreation services and do not include parks planning services costs and FTE counts which are difficult to isolate using budget information

Sources: NRPA, 2021; City of Stanwood, 2021; City of Snohomish, 2021; City of North Bend, 2021; City of Sedro-Woolley, 2021; City of Yelm, 2021; City of Port Townsend, 2021; BERK, 2021.

Stanwood is in the middle of the pack among peer jurisdictions in both annual spending per capita as well as staffing per capita. However, it should be noted that for the peer jurisdictions it is difficult to confirm that staffing and spending numbers include costs and services such as parks planning and special events. In particular, costs and FTE counts for city-identified peer jurisdictions are based solely on park maintenance and recreation services given the difficulty in isolating those costs using budget information. As a result, we would expect higher actual staffing and spending numbers for those jurisdictions than shown above.

Service Models

This section categorizes each of the peer jurisdictions along with Stanwood into various parks and recreation service models as shown in Exhibit 8.

Exhibit 8. Peer Benchmarking Service Provision Models

Decentralized	Department	Regional (District)
Stanwood City of Snohomish Sedro-Woolley Yelm North Bend* Oak Harbor*	 Port Townsend** Edmonds	Peninsula MPD North Bend* Oak Harbor*

Note: * Both North Bend and Oak Harbor are within parks districts that offer recreation programming; residents within these cities have access to recreation programming that are not offered by each city itself but a separate representational government. The city governments of North Bend and Oak Harbor use a decentralized parks and recreation service provision. ** Port Townsend is moving to a decentralized model after budget cuts during COVID and staff changes.

Source: NRPA, 2021; City of Stanwood, 2021; City of Snohomish, 2021; City of North Bend, 2021; City of Sedro-Woolley, 2021; City of Yelm, 2021; City of Port Townsend, 2021; BERK, 2021.

A decentralized service model refers to a jurisdiction without a dedicated parks and recreation department with multiple city departments responsible for discrete pieces of parks and recreation service provision. A department service model refers to jurisdictions with a dedicated parks and recreation department. A regional or district service model refers to jurisdictions that have formed a metropolitan park district (MPD) or park and recreation district for the provision of parks and recreation services.

Not all jurisdictions fit neatly into the three categories outlined above. The cities of North Bend and Oak Harbor are within park districts, the Si View MPD and the North Whidbey Park and Recreation District, respectively, which residents benefit from, however, the cities themselves operate using decentralized parks and recreation service models. Additionally, Port Townsend has historically had a parks and recreation department; however, due to recent budget cuts and staffing changes has now shifted to a decentralized service model.

In general, most peer jurisdictions operate using a decentralized model, particularly those with a similar total population size to Stanwood (i.e., the city identified peer jurisdictions such as Sedro-Woolley, North Bend, Snohomish, Port Townsend, and Yelm).

Interview Findings

To provide more context to the benchmarking findings, BERK spoke with staff from the cities of Snohomish, North Bend, and Sedro-Woolley. BERK reached out to staff at the cities of Port Townsend and Yelm and were unable to schedule an interview.

Based on interviews with staff from jurisdictions similar in population size to Stanwood, the following major themes emerged. These cities:

- **Do not have dedicated parks departments;** parks maintenance is done by public works staff while parks planning is typically done by planning staff in coordination with public works staff
- **Do not offer recreation programming**
- **Have a majority of special events run by outside organizations** with permitting services from the City
- **Described themselves as struggling with a lack of resources relative to needs;** most jurisdictions had either 1-3 dedicated parks maintenance staff supplemented by seasonal labor or had a pooled approach to parks maintenance similar to Stanwood where maintenance staff and seasonal labor are partially dedicated to parks among other responsibilities

BERK also asked peer jurisdictions about their future plans for parks and recreation operations. The following themes emerged:

- Multiple jurisdictions indicated that forming a parks department has been planned for in the past but had to be postponed due to budget constraints or that studies are intended in the future to explore
- Two jurisdictions indicated considering hiring a recreation coordinator focused on scheduling and sports leagues as a partial step towards a parks department

Community Priorities

Background

Prior to the work conducted as part of this study, the City had conducted considerable work engaging the community around its general vision for parks and recreation in the City. In 2019, a community survey found that the respondents placed a high priority on future parks and recreation planning, specifically around developing new trails, improving existing trails, developing new waterfront parks, and improving existing waterfront parks.

In 2016, the City Council formed a volunteer board, the Parks and Trails Advisory Committee (PTAC), to guide the strategic direction of the City's park system and operations. The PTAC has been a strong advocate for the hiring of parks director and the formation of a dedicated park and recreation department.

Stakeholder Engagement Findings

Building off the previous work done around understanding the community's vision for the City park and recreation services, BERK conducted meetings with members of the PTAC, Economic Development Board (EDB), and the Parks and Recreation Advisory Group. The Parks and Recreation Advisory Group was convened for this study to provide recommendations and guidance to City Council. Membership consists of stakeholders across the greater Stanwood Camano area including elected officials, members from the PTAC and EDB, representatives from community groups such as the Historical Society and Arts Advisory Group, and business owners.

These meetings were conducted to surface the community's specific desires and priorities around the role of parks and recreation programming, facilities, and amenities in Stanwood. Across all groups, the following common desires were stated :

- **Tournament-ready ballfields**
- **Increased signage and wayfinding around the City**
- **Improved trails and walkability**
- **Increased parking capacity and improved parking maintenance**
- **Increased park development and planning**

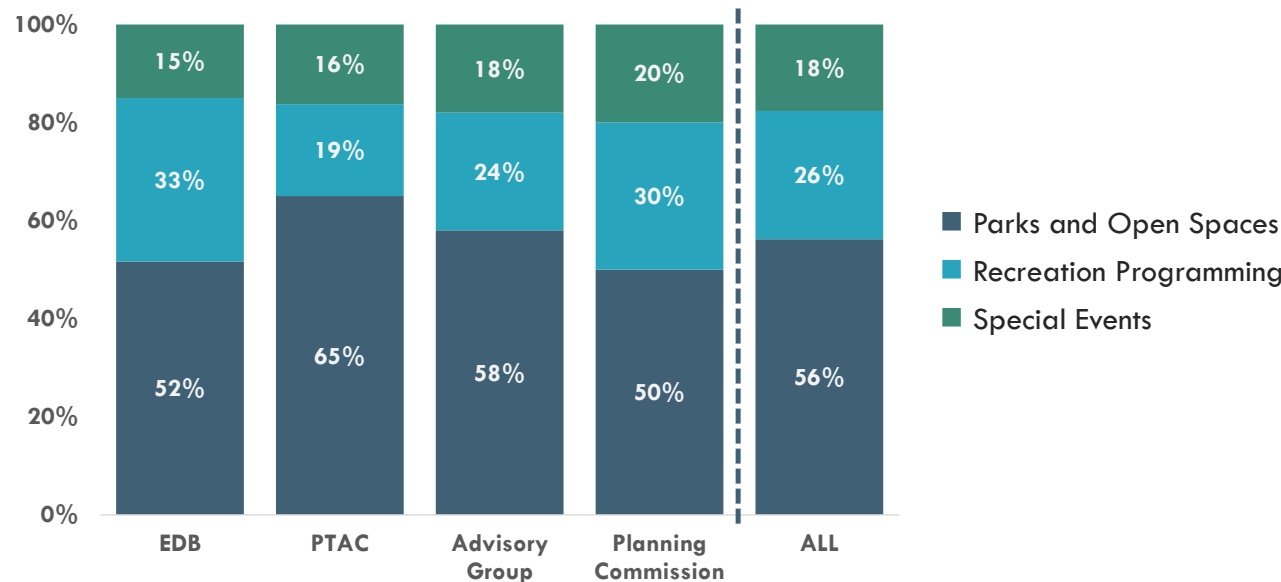
There was a general desire across the engaged groups of wanting to make the City park system more of a destination for residents and visitors alike. While recreational programming and special events were specifically included as discussion topics during meetings, neither was identified as a priority. The priorities above focus on improving the City's park system.

Based on stakeholder feedback, **recreational programming is a secondary priority** that should be developed after existing parks are improved and maintenance standards are increased. Similarly, feedback around the City's role in special events was that **the City should focus on supporting special events held by community groups** rather than on organizing additional City-sponsored events.

Resource Allocation

As part of engagement for this project, members of the PTAC, EDB, Planning Commission, and Advisory Group were asked to complete a short exercise in how they would choose to allocate \$100 among parks and open spaces, recreation programming, and special events. Results from this exercise are shown in Exhibit 9, averaged into percentages.

Exhibit 9. Stakeholder Allocation Exercise Results



Sources: BERK, 2021.

Most respondents indicated a desire to concentrate resources in parks and open spaces, with respondents across all groups indicating they would allocate an average of 56% of resources towards parks and open spaces. Respondents who added comments to their submissions indicated that they viewed parks and open spaces as the prerequisite for growth in recreation programming and special events. **These findings align with discussion feedback that the City’s park system should be the main focus with recreational programming and special events being secondary concerns.**

Recommended Path Forward

BERK collaborated with City staff to develop a recommended path forward toward meeting the identified priorities and expanding the City's parks and recreation service model, building on all of the inputs and findings described above.

There has been consistent feedback from some stakeholders, such as the City's PTAC, for the City to form a dedicated parks and recreation department and to hire a parks department director. Based on findings from stakeholder engagement, this desire may stem from the community's priorities of improving park maintenance, enhancing park development and planning, and improving communication with residents and local partners.

Given resource constraints facing Stanwood and jurisdictions of similar size, we suggest a phased approach towards expanding and improving the City's parks and recreation service model that can be scaled up over time to meet the needs of the community as it grows. The intention of the approach detailed below is to provide the City with a roadmap for creating a dedicated parks and recreation department while addressing community priorities in the short term.

As an immediate step, we recommend that the City increase coordination among existing staff who provide park-related services including parks maintenance, planning, capital project management, and scheduling by forming a parks team.

As the City's park system and services expand and as resources permit, we have also identified major milestones that should guide the City as it moves towards a dedicated parks department over time. Exhibit 10 details this phased approach and provides potential milestones the City should consider when determining when to scale up its park and recreation services and operations. It should be noted that these milestones are not intended to be clear trigger points for City decisionmakers to follow but are meant to serve as considerations for City decisionmakers as they balance competing desires and demands across all City services and operations.

Exhibit 10. City of Stanwood Recommended Phasing Plan for Parks and Recreation Services, 2021\$

City of Stanwood				Separate Parks District
Current	Parks Team	Parks & Rec. Supervisor	Parks & Rec. Department	Parks District
Level of Service <i>Current Service Level</i> Current LOS	Level of Service <i>Service Level 1</i> - Improved park and ballfield maintenance - Improved communication with public	Level of Service <i>Service Level 2</i> - Coordinating recreation programming - More cohesive approach to park development, programming, budgeting, and strategic planning	Level of Service <i>Service Level 3</i> - Operating recreation programming and facilities - Expanded park and ballfield maintenance	Level of Service <i>Service Levels 1 -3</i> Parks districts can operate at a variety of service levels
Description - Decentralized - Services split between City departments	Milestones - Dedicated staff for park services - Centralized (e.g., Public Works)	Milestones - Staff supervision needs - Recreational programming coordination - Budget & strategic planning needs	Milestones - Operating recreational programming and facilities - Other programming and activities needs (e.g., special events, partnerships) - Park system expansion	Milestones - City is unable to dedicate sufficient funds - Service demands from outside the City outpace City-resident demand
Est. Biennial Cost (2021\$) \$1.2M*	Est. Biennial Cost (2021\$) \$1.2M-\$1.4M	Est. Biennial Cost (2021\$) \$1.7M-\$2.1M	Est. Biennial Cost (2021\$) \$2.3M-\$2.7M	

Note: *Estimated costs for the current level of service assumes that the City has filled the full-time PW parks technician position that it has budgeted for 2022.
Sources: City of Stanwood, 2022; BERK, 2022.



Short-Term Phase: Parks Team

In the short-term, we recommend that the City increase coordination among existing staff involved in parks and recreation services. The City identified forming a Parks Team as an initial approach to facilitate coordination.

Existing staff include public works maintenance and engineering technicians who provide park maintenance and park capital facilities design and construction management respectively; a senior planner who provides park planning services; and an administrative assistant who provides park scheduling services.

Exhibit 11 outlines the general approach of staff included in the formation of a Parks Team at the City and associated parks related responsibilities. The Parks Team will consist of both staff entirely dedicated to parks services as well as staff that are only partially dedicated to providing parks services.

Exhibit 11. Parks Team Approach and Responsibilities



Parks Team

Park Manager

- *Team lead & point of contact*
- *Parks planning*
- *Permitting*
- *Budgeting*

PW Engineering Technicians*

- *Engineering design*
- *Bidding and contracting*
- *Construction management*

PW Maintenance Technicians*

- *Park and ballfield maintenance and inspections*

PW Administrative Assistant*

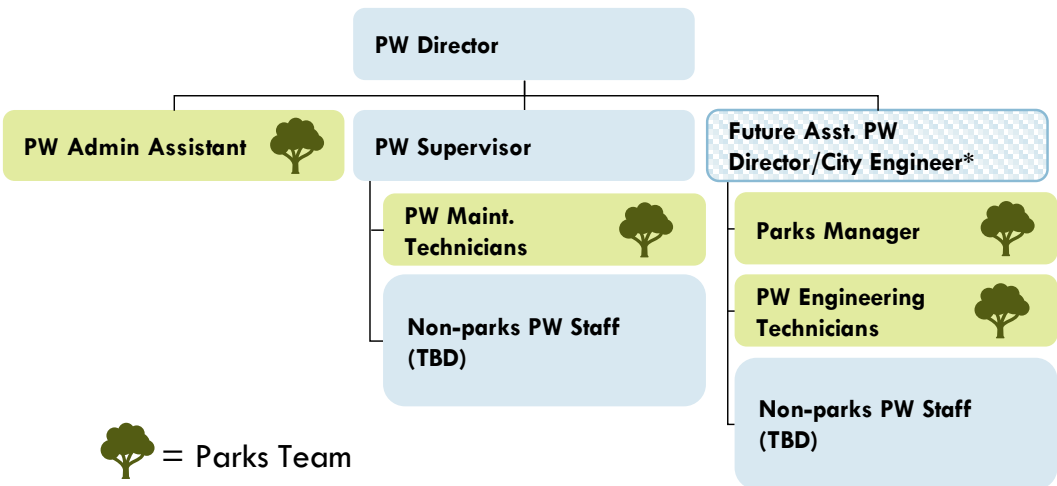
- *Ballfield and shelter scheduling*

Note: * These positions include staff that are only partially dedicated to providing parks services. The City has budgeted for a dedicated park maintenance technician position which will it is looking to fill in the next biennium.

Sources: City of Stanwood, 2021-2022; BERK, 2021-2022.

The City has suggested that the Parks Team be housed in the City's Public Works Department and be incorporated into the department's existing organizational structure – see Exhibit 12 for more detail. Of the identified community priorities detailed on page 15, increasing park maintenance levels and enhancing park development via increased coordination can be addressed immediately. Given that Public Works oversees maintenance and collaborates with planning staff on park planning and development, we agree with the City's suggestion of Public Works housing the Parks Team.

Exhibit 12. Parks Team Approach within PW Organizational Structure



*Note: The Assistant Public Works Director/City Engineer position title has not been determined at the time of this report.
Sources: City of Stanwood, 2022; BERK, 2022.*

The Parks Manager position under this approach is not intended to serve in a supervisory role for the other positions in the Parks Team – the team will be supervised by a proposed Assistant PW Director/City Engineer position. As a note, the title of the proposed Assistant PW Director/City Engineer position has not been determined at the time of this report. Positions such as maintenance technicians, engineering technicians, and the administrative assistant that are partially dedicated to parks services should continue to be supervised and managed as is currently done within the PW Department for their non-parks related responsibilities. These positions will only be supervised by the proposed Assistant PW Director/City Engineer position for their parks related responsibilities.

In summary, our recommendation to form a Parks Team includes the following actions:

Organizational Structure and Staffing Actions

- **Move all Parks Team staff into the Public Works department** under the direction of the Public Works Director and **co-locate all Parks Team staff in the Public Works facilities building**. This will help improve coordination and collaboration among City staff and allow for a more cohesive approach to parks services, from planning and development to operations and maintenance. This can also allow for easier monitoring of parks service needs for City staff as well as decisionmakers.
- **Reclassify the part-time Senior Planner into a Parks Manager position**. As part of the reclassification process, the City will need to identify the position's roles and responsibilities, consider the time needed to complete those duties, and make any changes to FTE, which is currently 0.56 FTE. Duties already identified for the Parks Manager include leading the Parks Team in weekly meetings to discuss parks-related issues, tasks, and projects. The position will also serve as the City's liaison with the PTAC and collaborate with the Community Development department on parks-related planning and permitting services and with Finance department on parks-related budgeting and capital project planning.
- **Establish an email and phone number for the Parks Team** to provide the community with a direct communication line to parks services at the City. The City has identified the Parks Manager position as the lead for monitoring and responding to communications received by the Parks Team email and phone number.

Training and Capacity Building Actions

To better communicate expectations and increase maintenance standards, we recommend that the City also engage in the following actions to train existing staff and build the City's capacity in park maintenance:

- **Develop an operations and maintenance manual** that includes a weekly, monthly and yearly maintenance schedule based on level of service standard derived from industry best practices.
- **Conduct a seasonal needs assessment** to determine total seasonal hours needed.
- **Train the Public Works Parks Team** on turf and park maintenance best management practices. This could include hiring a consultant or identifying appropriate trainings.
- **Inventory needed equipment and purchase/rent equipment** based on maintaining fields at tournament-ready condition.

Investing in the training and capacity building actions above will help the City begin to better understand the tasks necessary to maintain its parks at a higher level of service and identify staffing and equipment needs to allocate resources efficiently and effectively.

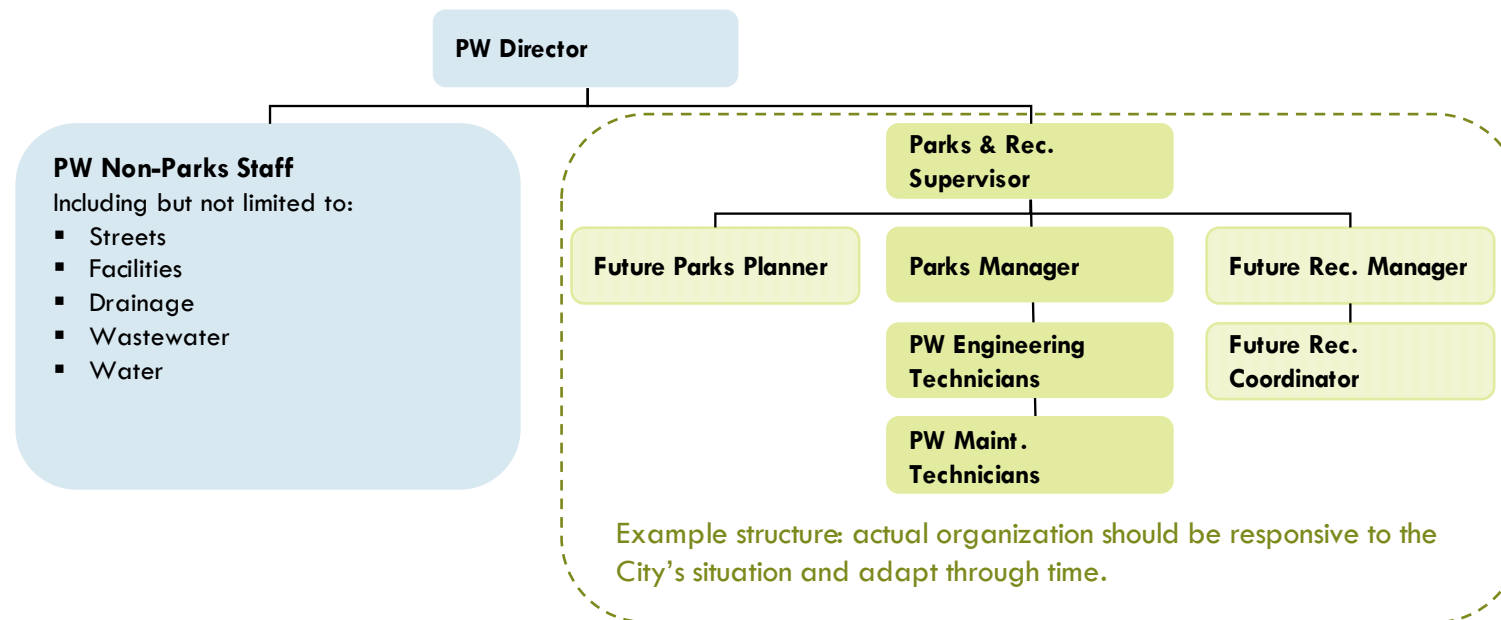


Medium-Term Phase: Parks and Recreation Supervisor

The Parks Team approach will provide the City with a foundation for scaling up park services as the community grows. It is anticipated that the Parks Team phase will focus on addressing the primary community priorities of increasing park maintenance levels and enhancing park development. As those priorities are addressed, the next significant increase in park service levels is likely to include focusing on secondary priorities such as providing recreational programming and holding park-specific special events.

The City would likely be well served by hiring a dedicated parks and recreation supervisor to provide these additional services. The Parks and Recreation Supervisor would focus on managing and expanding existing park services as well as developing new recreation programming to meet community needs. As an intermediate step, this position can be located within the Public Works Department per Exhibit 13.

Exhibit 13. Parks and Rec. Supervisor Approach within PW Organizational Structure



Sources: City of Stanwood, 2022; BERK, 2022.

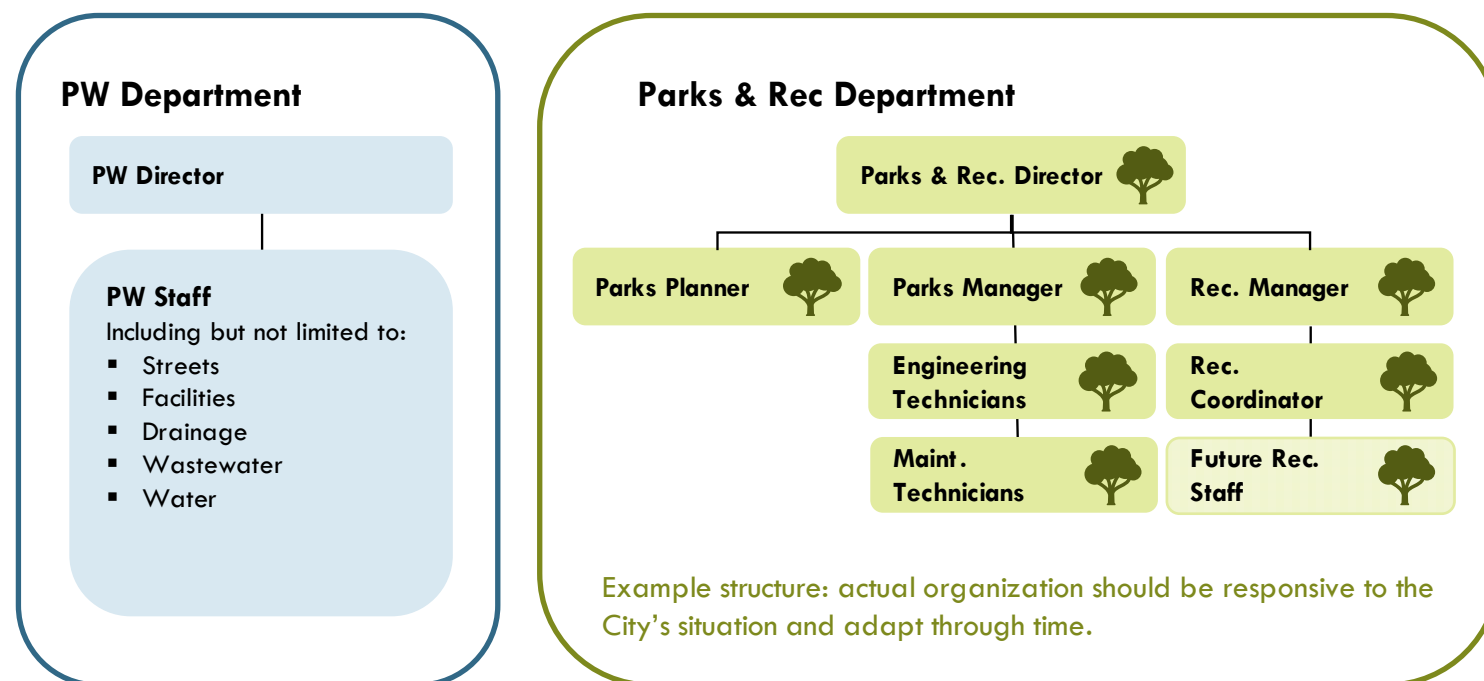
This approach includes the possibility of hiring additional staff beyond the Parks and Recreation Supervisor such as a dedicated Principal Parks Planner and building out the City's recreational programming staff by hiring a recreation manager and/or a recreation coordinator. This approach may also allow the City to free up capacity of existing staff; for example, park scheduling duties could get shifted to recreation programming staff while supervision of the Parks Team would likely shift from the proposed Asst. PW Director/City Engineer to the Supervisor.



Long-Term Phase: Parks and Recreation Department

As the City's park system and recreation programming grows, the Parks and Recreation Supervisor approach can be transformed into a Parks and Recreation Department at the City, headed by a Parks and Recreation Director position as shown in Exhibit 14. Potential milestones that indicate scaling up to a Parks Department may be warranted include ownership and operation of recreation facilities such as a community center and or growth of the City's park system to the point where a dedicated crew of full-time park technicians is required.

Exhibit 14. Parks and Recreation Department Approach Organizational Structure



Sources: City of Stanwood, 2022; BERK, 2022.

Estimated Costs for Recommended Phasing

For each of the three phases of our recommended approach, we estimated costs to the City on a biennial basis as shown in Exhibit 15. Costs are presented as a range for each of the three phases given that staffing and resource needs will likely evolve over time within each phase. As positions are added to the City's park and recreation operations under each phase and the City's capacity increases it is assumed that these positions can free up capacity for certain existing staff positions to focus on non-parks related services. For example, positions providing supervision under the City's current model may no longer be needed as the City hires a Parks and Recreation Supervisor.

Exhibit 15. Costs for Recommended Phasing Plan for Park and Recreation Services, 2021\$

	Current	Parks Team		Parks and Rec. Supervisor		Parks and Rec. Department	
		Low	High	Low	High	Low	High
Staffing							
Park Administration FTEs	0.0	0.0	0.0	1.0	1.0	1.0	1.0
Rec. Programming FTEs	0.0	0.0	0.0	0.0	1.0	2.0	3.0
Park Maintenance FTEs	3.4	3.4	3.5	3.4	3.5	4.0	5.0
Park Planning & Dev. FTEs	1.0	1.0	1.4	1.4	2.2	2.2	2.2
Special Events FTEs	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Total FTEs	4.7	4.7	5.2	6.1	8.0	9.5	11.5
Biennial Costs							
Est. Labor Costs	\$914,000	\$914,000	\$1,026,000	\$1,326,000	\$1,634,000	\$1,756,000	\$2,106,000
Est. Supplies & Operating Costs	\$170,000	\$170,000	\$176,000	\$196,000	\$216,000	\$224,000	\$272,000
Est. Professional Services Costs	\$160,000	\$160,000	\$188,000	\$222,000	\$270,000	\$280,000	\$314,000
Est. Total Costs (2021\$)	\$1,244,000	\$1,244,000	\$1,390,000	\$1,744,000	\$2,120,000	\$2,260,000	\$2,692,000
Est. Costs Above Current (2021\$)	+\$0	+\$0	+\$146,000	+\$500,000	+\$876,000	+\$1,016,000	+\$1,448,000

Note: *Estimated costs for the current level of service assumes that the City has filled the full-time PW parks technician position that it has budgeted for 2022.

Sources: City of Stanwood, 2022; BERK, 2022

On a total cost biennial basis, we estimate that the Parks Team phase will cost between \$1.2 and \$1.4 million, the Parks and Recreation Supervisor phase will cost between \$1.7 and \$2.1 million, and the Parks Department phase will cost between \$2.3 and \$2.7 million. On a biennial basis, implementing the Parks Team phase would either not increase current spending, or increase it as much as \$150K above current levels. The Parks and Recreation Supervisor phase would cost from between \$500K to \$900K above current levels, and the Parks and Recreation Department phase would cost from between \$1.0 million to \$1.5 million more than current levels.

Park and Recreation District Options

The City may consider forming a park and recreation district if the City is unable to generate or dedicate sufficient revenues to fund the expansion of the City's park and recreation operations or if service demands from residents outside the City are outpacing City resident demands. Washington State law authorizes four types of park and recreation districts:

- Park and recreation districts
- Joint park and recreation districts
- Park and recreation service areas
- Metropolitan park districts

Generally, the four district types have similar purposes and powers. For example, all four:

- Generate base revenues from property tax levies;
- Can issue general obligation debt to fund capital projects;
- Are empowered to charge fees for services; and,
- Can levy additional taxes.

Relative to the other park and recreation districts, Metropolitan Park Districts (MPDs) have a higher base levy rate, up to \$0.75 per \$1,000 AV compared with \$0.60 per \$1,000 AV, and the levy is permanent, which might explain why MPDs have become more common. Both park and recreation district types and park and recreation service areas have 6-year property tax levies. Based on 2021 assessed values for the City of Stanwood, a MPD formed around the City's boundaries would generate a maximum of around **\$850,000** in annual revenue while a park and recreation district option formed around the City's boundaries would generate a maximum of around **\$680,000** in annual revenue. MPDs and parks and recreation service areas have higher debt ceilings relative to the two park and recreation district types (2.5% of assessed value versus 1.25% of assessed value).

Additional considerations for the City in evaluating park and recreation district options are the geographic boundaries of the districts and the implications for revenue generation as well as implementation. For example, a district could be formed with boundaries greater than the City limits, such as the boundaries of the Stanwood-Camano School District, which could generate higher revenues and a larger tax base than a district based on the City's boundaries. However, this option would also see a greater complexity in governance and administration for implementation and would require the City to share control over park and recreation operations and services. Forming a district based on City's boundaries would offer the City easier implementation but less potential for revenue generation. As an example, based on 2021 assessed values, an MPD formed around the Stanwood-Camano School District could generate a maximum of around **\$6,200,000** in annual revenue while a MPD formed around the City's boundaries would generate a maximum of around **\$850,000** in annual revenue



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a

DATE: March 24, 2022

SUBJECT: Resolution 2022-05 - Surplus of City Property

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A – Resolution 2022-05

ISSUE

Should the City surplus assets that are missing or no longer of use to the City?

RECOMMENDATION

Staff requests council approval of Resolution 2022-05 declaring certain property to be surplus to the needs of the city and authorizing the Finance Director to arrange for and to execute the sale and/or disposal of said property for the common benefit.

SUMMARY STATEMENT

City staff has identified equipment that is missing, or no longer has value to the city for providing municipal services. Staff is requesting that council approve Resolution 2022-05 authorizing the Finance Director to dispose of applicable items and remove them from the asset listing.

DISCUSSION

In performance of routine accounting, staff has identified four vehicles that are no longer of use to the City. These vehicles were replaced in 2020 and 2021 as part of the ongoing vehicle replacement program. Staff has also identified additional equipment items that are either obsolete, or in poor working condition, and should be removed from the asset listing.

Declaring these assets surplus helps alleviate space issues and removes broken items from the premises. Resolution 2022-05 (Attachment A) lists the items that were identified as surplus, the department that acquired them, and why they are no longer of use.

RCW 35.94.040 requires that "...any lands, property, or equipment originally acquired for public utility purposes is surplus to the city's needs and is not required for providing

continued public utility service, then such legislative authority by resolution and after a public hearing may cause such lands, property, or equipment to be leased, sold or conveyed.” Since vehicles on the surplus list were acquired for public utility purposes, a public hearing is scheduled for tonight’s City Council meeting.

FINANCIAL IMPACT

The estimated residual value of these vehicles is \$13,450, which is based on Kelly Blue Book when available. Proceeds received from sale of the vehicles will be returned to the funds that paid for their purchase.

CITY COUNCIL OPTIONS

1. Adopt Resolution 2022-05 declaring certain property to be surplus to the needs of the city and authorizing the Finance Director to arrange for and to execute the disposal of said property for the common benefit.
2. Do not adopt Resolution 2022-05 and direct staff to areas of concern. This option implies Council has questions or concerns regarding the proposal to surplus the property identified in Attachment A.

RECOMMENDED MOTION

I MOVE TO ADOPT RESOLUTION 2022-05 DECLARING CERTAIN PROPERTY TO BE SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING THE FINANCE DIRECTOR TO ARRANGE FOR AND TO EXECUTE THE DISPOSAL OF SAID PROPERTY.

CITY OF STANWOOD, WASHINGTON

RESOLUTION 2022-05

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON
DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY TO
BE SURPLUS TO THE NEEDS OF THE CITY AND
AUTHORIZING THE FINANCE DIRECTOR TO ARRANGE FOR
AND TO EXECUTE THE SALE AND/OR DISPOSAL OF SAID
PROPERTY FOR THE COMMON BENEFIT.**

WHEREAS, the City of Stanwood owns certain used equipment, rolling stock and tools which are surplus to the needs of the City and are not required for providing continued municipal services; and

WHEREAS, some of the items the City plans to surplus were purchased and/or used for utility purposes; and

WHEREAS, RCW 39.94.040 requires that a public hearing be held if property (real estate or personal property) originally purchased for utility purposes is no longer needed for that use; and

WHEREAS, pursuant to RCW 35.94.040 a duly noticed public hearing was held on March 24, 2022 and all who wished to be heard were heard; and

WHEREAS, the City Council desires to declare certain personal property surplus and to authorize the Finance Director to arrange for and to execute the sale and/or disposal of said property to realize the greatest return by the most efficient means;

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

Section 1. The City Council hereby determines and finds that certain property described in Exhibit A and attached hereto is surplus to the needs of the City and is not required for providing continued municipal service.

Section 2. The Finance Director is authorized to arrange for and to execute the sale and/or disposal of said property to realize the greatest return by the most efficient means.

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

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

City of Stanwood		Surplus March 24, 2022		Exhibit A	
Description	Serial./VIN.	Asset #	Purchase Date	Original Cost	Mileage
Ford 350 Intl 1997 Dump Truck	1HTGEAHR0VH397438	#43	8/1/2008	\$ 16,025	105,496
1998 Western Hopper Spreader model B1110315	Ser# 4304	40062	Unkown	Unkown	n/a
Western Snowplow	B110315	old list says 40102 (possible 40075)	11/1/1998	\$ 3,600	n/a
2000 Ford E-350 Ambulance	IFDWE35F2YHA25887	#14	9/1/2008	Unkown	182,819
2001 Bucket Truck F550 With Aerial Lift	1FDAF57F41ED87212	#48	Unkown	Unkown	139,676
2003 Ford Focus	1FAFP36393W284552	#15	Unkown	\$ 15,853	49,886
Spray Tank Honda Engine 500 gallon		40107	Unkown	\$ 1,590	n/a
Bearcat Weed Eater	26011	40088	4/1/1998	Unkown	n/a
Fadders Pitney Tools Large AC Unit	Bs534740052F	79620	Unkown	Unkown	n/a
Rock Spreader	N/A	N/A	Unkown	Unkown	n/a
2010 Utility Mate Trailer	52ZBU0819A1000729	N/A	Unkown	Unkown	n/a
Dell Lap Top Inspiron 15 5000 Series	JN5ZFC2	80368	6/27/2016	\$ 637	n/a
Dell Lap Top Inspiron 15 5000 Series	DN52FC2	80369	6/27/2016	\$ 637	n/a
Dell Lap Top Inspiron 15 5000 Series	5R5ZFC2	80371	6/27/2016	\$ 637	n/a
Dell Lap Top Inspiron 15 5000 Series	5V52FC2	80372	6/27/2016	\$ 637	n/a
Dell Lap Top Inspiron 15 5000 Series	HT52FC2	80373	6/27/2016	\$ 637	n/a



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a
DATE: March 24, 2022
SUBJECT: Personnel Policy Manual Amendments
CONTACT PERSON: Pat Adams, Human Resources Manager
ATTACHMENTS: A – Resolution 2022-01
B – Proposed Additions to Personnel Policy Manual

PURPOSE

The purpose of this agenda item is for Council consideration and approval of updates to the Personnel Policy Manual related to the social media policy, employee files, paid time off and executive leave.

BACKGROUND

The proposed amendments to the Personnel Policy Manual are outlined and summarized below:

Social Media - Due to the increased availability and use by City employees of various social media platforms, it was determined adopting rules related to the use of social media both on and off-duty, and as it relates to the conduct of City business and public records requirements would be beneficial.

Employee Files – Concerns were raised regarding the process for adding, removing, or disputing information contained in an employee's official personnel file. This policy explains who has access to employee files, the right of the employee to inspect their files, and a process for the removal or rebuttal of information contained within the files.

Paid Time Off (PTO) – The proposed changes to the PTO policy are to include not only Directors, but Assistant Directors as it pertains to accruing the maximum PTO at 760 hours. Further, a non-represented employee may elect to cash out their PTO hours at one week (40 hours) annually, which is consistent with that offered to represented employees of the City.

Executive Leave - The proposed amendment is to offer executive leave to exempt employees who are not directors or assistant directors, but are required to work substantially in excess of their general work schedule on an ongoing, regular basis.

Those employees may, with the approval of the City Administrator, receive up to ten (10) days of executive leave.

RECOMMENDATIONS

Staff Recommendation: Staff Recommends passing Resolution 2022-01, adopting amendments as outlined above to the City's Personnel Policy Manual

Committee/Board Recommendation: The Finance & Personnel Committee met on February 24, 2022. The Committee reviewed and discussed the proposed changes. One Councilmember voiced concerns with the proposed amount of Executive Leave to be made available to certain non-represented employees.

CITY COUNCIL OPTIONS

- 1) The Council may PASS Resolution 2022-01, adopting the City of Stanwood Personnel Policy Manual amendments, as presented.
- 2) The Council may direct changes to Resolution 2022-01
- 3) The Council may direct staff to revisit and amend Resolution 2022-01, and to return with modifications at a later date.

PROPOSED MOTION

MOTION TO PASS RESOLUTION 2022-01, ADOPTING THE CITY OF STANWOOD PERSONNEL POLICY MANUAL AMENDMENTS.

ATTACHMENT A

**CITY OF STANWOOD
Stanwood, Washington**

RESOLUTION 2022-01

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON
AMENDING THE CITY'S PERSONNEL POLICY MANUAL**

WHEREAS, on May 28, 2009, the City Council approved by motion a Personnel Policy Manual; and

WHEREAS, the City Council deems it necessary and appropriate to periodically amend its Personnel Policy Manual; and

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

Section 1. The Personnel Policy Manual for all employees of the City of Stanwood, Washington, a copy of which is attached hereto and incorporated herein by this reference, is hereby adopted.

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

Section 3. Effective Date. This Resolution shall take effect on March 25, 2022.

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

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

Nikki Thompson, City Attorney

Proposed Amendments to the City of Stanwood Personnel Policy Manual

307 Social Media

Social media are technologies that enable online users to interact and share information publicly or privately with one another. Social media include a variety of internet-based communication tools, such as, Twitter, Facebook, blogs and wikis.

Social media use, whether on or off duty, that adversely affects an employee's job performance, the performance of other City employees, or that otherwise adversely affects the City's mission and functions may result in disciplinary action, up to and including termination. Note that employees have First Amendment freedoms of speech and association, and no discipline will be sustained that violates such rights.

The following additional rules apply to employees' use of social media, on and off-duty:

1. Social media content that relates to City business may be a public record subject to retention and disclosure under state law. For that reason, except for when assigned as part of their official duties, employees are prohibited from using social media to conduct City business.
2. Employees are required to protect and maintain the confidentiality of all private and confidential City information.
3. Employees may not create a link from their blog, website or other social networking site to a City of Stanwood website, if such link causes the viewer to reasonably believe that the City endorses the contents of the employee's social media site.
4. Employees may not use their City email addresses or the City's official logo for personal online communications or activities. Although employees may identify themselves as employees of the City, employees shall not identify themselves in a manner that suggests or implies they are speaking as a representative for the City, even when the communication occurs in a private setting. If any confusion is reasonably likely, the employee shall expressly state with a disclaimer that they are speaking in a personal individual capacity, and not for or on behalf of the City.

No Expectation of Privacy

The City prefers that employees use their personal cell phones or tablets to access the internet while on breaks. To the extent that employees access the internet using the City's computer resources, the employee should be aware that all contents of the City's computer resources and communications systems are City property and employees should have no expectation of privacy whatsoever in any message, file, data, document, facsimile, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the City's electronic information and communications system. City email and other electronic records are subject to public inspection and disclosure.

Using Social Media Off-Duty

Off-duty, personal use of social media by employees is not prohibited. However, employees are reminded that City rules and policies apply to social media conduct to the same extent as other off-duty conduct, including the terms of this policy.

314 Employee Files

Access to Employee Files

Access to the employee personnel files shall be limited to the employee, a person with the employee's written consent, the employee's department head or appropriate supervisor, the Human Resources Manager, City Attorney, and the City Administrator and/or Mayor. Requests pursuant to a public records request shall be handled in accordance with RCW 42.56. Personnel records are property of the City.

Inspection

Employees may inspect their own personnel records and may request copies but must not remove documents in the file. A request to inspect the official personnel file should be made to the Human Resources Department and will be scheduled at a mutually convenient time. All inspections of the employee's official personnel file must be conducted in the presence of a designated member of the Human Resources Department or designee.

Removal or Rebuttal of Information

An employee who believes that a document in their official personnel file contains incomplete, inaccurate, or irrelevant information may submit a written request to the City Administrator and/or Mayor requesting that the document be removed. If the employee's request is denied, the employee may place a written statement of disagreement in their official personnel file.

901 Paid Time Off (PTO) – Non-Represented Employees Only

Directors and Assistant Directors - The maximum accrual for PTO is 760 hours. Once an employee's balance reaches 760 hours, all PTO accruals will stop. When the employee uses some PTO and brings the balance below 760 hours, the accruals will resume. This means, in pay periods where the maximum accrual of 760 hours is reached, only full accrual amounts will be granted, so if a full accrual amount will bring the balance over 760, there will be no PTO credited for that pay period. Employees are expected to manage their PTO balances and plan the use of PTO during non-peak operational times.

Use and Scheduling of PTO

Employees are required to use available PTO when taking time off from work. PTO may be taken in increments of as low as one hour for non-exempt staff.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department.

When PTO is used, an employee is required to use PTO hours according to his or her regularly scheduled workday. For example, if an employee works a six-hour day, he or she would request six hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation.

An employee may run a negative PTO balance during the year, to the extent that the PTO balance is not less than zero (0) on the 31st of December. Employees who terminate their employment for any reason and have a negative PTO bank shall have such amount deducted from their final paycheck.

An employee may elect to cash out PTO hours of one week (40 hours) annually, with their June 8 or December 8 paycheck. In order to be eligible to cash out PTO, an employee must have a minimum of two-hundred forty (240) hours in their PTO bank after the cash out. Part-time employees shall be eligible for PTO cash out on a pro rata basis. PTO bank requirements shall be on the same pro rata basis.

902 Executive Leave

~~In lieu of compensatory time, All City Directors and Assistant Directors, Department Heads may~~ will be granted up to ten (10) days of executive leave each calendar year. ~~as determined by the City Administrator and/or the Mayor. Other Exempt employees who work substantially in excess of the general work schedule on an ongoing, regular basis (as determined by their supervisor) with the approval of the City Administrator may also receive up to ten (10) days of executive leave.~~

Executive leave may be used for any reason. The Department Head must schedule and receive approval for the use of executive leave from the City Administrator. Executive leave must be used in the calendar year granted and shall not be carried into the next calendar year. Executive leave must be taken in full-day increments. The number of days of executive leave that an employee will earn shall be approved by the City Administrator. The City reserves the right to reduce, eliminate, or increase executive leave at any time.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b
DATE: March 24, 2022
SUBJECT: Council Rules of Procedure Amendments
CONTACT PERSON: Shawn Smith, City Administrator
ATTACHMENTS: A - Resolution 2022-03

ISSUE

The issue before the City Council is to review proposed amendments to the Stanwood Council Rules of Procedure and consider approval of Resolution 2022-03

RECOMMENDATION

Approve Resolution 2022-03 updating the Stanwood Council Rules of Procedures.

DISCUSSION

Pursuant to SMC 2.44.095, the City Council adopted Council Rules of Procedure to guide all members on general provisions, council procedures, duties and expectations of members. City of Stanwood Rules of Procedure, No. 44. states, "These Rules should be periodically reviewed every two years in January or February of even numbered years, or at such other times as the Council deems appropriate.

The primary proposed amendments include clarification in Rules 11 and 20, regarding how the meeting agenda may be amended. In addition, there is an amendment to Rule 29 that makes the preparation of minutes for council committee meetings mandatory; and a change to Rule 40 that clarifies that communications to and from Councilmembers should be distributed to other Councilmembers, and the City Clerk, rather than must be distributed, and other minor formatting edits.

FINANCIAL IMPACT

There is no financial impact to this action.

COUNCIL OPTIONS

1. Approve Resolution 2022-03 amending the Council Rules of Procedure.
2. Do not approve Resolution 2022-03 and direct staff to continue review of procedures.

RECOMMENDED MOTION

I MOVE TO APPROVE ADOPTION OF RESOLUTION 2022-03 AMENDING THE COUNCIL RULES OF PROCEDURE.

Stanwood, Washington
RESOLUTION 2022-3
A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON
AMENDING COUNCIL RULES OF PROCEDURES

WHEREAS, Chapter 35A.12.120 RCW gives the City Council of each code city the power to set rules for conducting its business within the provisions of Title 35A RCW; and

WHEREAS, City of Stanwood Rules of Procedure, No. 44. States, “These Rules should be periodically reviewed every two years in January or February of even numbered years, or at such other times as the Council deems appropriate.

WHEREAS, the City Council has reviewed certain rules of procedures and wishes to amend certain provisions; and

WHEREAS, the changes will provide more clarity for the City Council and general public; and

WHEREAS, the City Council wishes to make these changes effective March 25, 2022; now therefore

THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON
HEREBY RESOLVES:

Section 1. The Council Rules of Procedures Rule 11, Rule 22, and Rule 40 are hereby amended as follows:

COUNCIL MEETING AGENDA

Rule 11. The Clerk of the Council, under the direction of the Mayor, shall arrange a list of such matters according to the order of business and prepare an agenda for the council. A copy of the agenda and supporting materials shall be prepared for Councilmembers on or before 5:00 p.m. three working days before a regular Council meeting. The Council shall have the option by majority vote of deleting any item from the agenda or deferring an item on the agenda to a subsequent Council meeting. ~~The Presiding Officer or two Councilmembers may introduce a new item to the agenda.~~

Any Councilmember may make a motion that an item be placed on a future Council agenda for initial consideration by the Council. Initial consideration of a matter will be added to New Business if the motion receives a second. Initial consideration will allow Council to discuss the item during an open and public meeting and determine by a simple majority vote whether to add the item to a future agenda and to provide specific direction. If a Councilmember desires to add an item to a future agenda, for initial consideration, in less than 30 days, this shall require a motion, second, and a simple majority vote of the City Council. The vote to expedite the item is simply to initially consider the item on an expedited basis and not an expression of support or non-support on the merits of the item thereof.

ORDER OF BUSINESS

Rule 22. The business of regular meetings of the Council shall normally be transacted as follows; provided, however, that the Presiding Officer, with the concurrence of a majority of council, may, prior to or during a Council meeting, rearrange or eliminate items on the agenda to conduct the business before the Council more expeditiously.

(a) Call to order by the presiding officer and Pledge of Allegiance

The Mayor shall, precisely at the hour appointed, call the Council to order. In the absence of the Mayor or Mayor pro tempore, the City Clerk or his/her assistant shall call the Council to order, whereupon the Council shall elect any qualified person to serve as the Mayor pro tempore in the absence or temporary disability of the Mayor. Upon the arrival of the Mayor or Mayor pro tempore, the temporary chairman shall immediately relinquish the chair upon the conclusion of the particular item of business then immediately before the Council.

(b) Roll Call

Before proceeding with the business of the Council, the City Clerk or his/her Deputy shall call the roll of the members, and the names of those present shall be entered in the minutes.

(c) Approval of the Agenda

(d) Citizen Comments

(1) Citizens wishing to address the Council must sign in with the City Clerk or his/her Deputy before the meeting. A sign-in sheet is accessible at the entrance of the Council Chamber.

(2) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and the subject of their comments. The Presiding Officer may then allow the comments subject to a three (3) minute limitation per speaker, or other limitations as the Presiding Officer may deem necessary. Following such comments, if action is ~~required or has been requested~~requested, the ~~Presiding Officer~~matter may be placed ~~the matter~~ on the current agenda or a future agenda, or referred red ~~the matter~~ to staff or a Council committee for investigation and report at a future meeting in accordance with Rule 11.

(3) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (e.g. proponents, opponents, adjacent owners, vested interests, etc.). All comments shall be limited to three (3) minutes per speaker, or other limitations as the Chair or Council may deem necessary.

(4) Any ruling by the Presiding Officer relative to the preceding two subsections may be

overruled by a vote of a majority of members present.

(e) Staff/Department Reports

(f) Council Committee Reports

(g) Consent Agenda

(1) The Mayor shall place matters on the consent agenda which have been:

- (a) previously discussed by the Council, or
- (b) based on the information delivered to [members](#) of the Council by administration that can be reviewed by a Councilmember without further explanation, or
- (c) are so routine or technical in nature that passage is likely, or
- (d) as directed by the City Council.

Where possible, a Councilmember should notify the Presiding Officer prior to meeting when wanting to remove an item from the consent agenda.

(2) The suggested Council motion on the consent agenda is as follows: "I move for adoption of the consent agenda, items a through" This motion will have the effect of moving to adopt all items on the consent agenda. Since adoption of any item on the consent agenda implies unanimous consent, any member of the Council shall have the right to remove any item from the consent agenda. Therefore, prior to the vote on the motion to adopt the consent agenda, any member of the Council may request to have an item withdrawn from the consent agenda. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for the current or a future meeting.

(h) [Unfinished Old](#) Business

(i) Public Hearings

(j) New Business

(k) Citizens Closing Comments

(l) Executive/Legislative Reports

- Mayor's Report
- City Administrator's Report
- Councilmember Reports/Questions

(m) Recess to Executive Session:

Executive Sessions or closed meetings may be held in accordance with the provisions of the Open Public Meetings Act (Chapter 42.30.RCW). Subject to limitations in RCW 42.30.110, topics that may be discussed in executive session include but are not limited to:

- Personnel matters;
- Consideration of acquisition or sale or lease of property for public purposes or sale or lease of city-owned property

- Potential or pending litigation in which the city has an interest, as long as legal counsel is present in person or by phone as provided in the Revised Code of Washington;
- Collective bargaining

The Council must keep confidential all written materials and verbal information provided to them during Executive Sessions to ensure that the City's position is not compromised. The Council may hold an executive session during a regular or special meeting. Before convening to executive session, the Mayor and/or City Attorney shall publicly announce the purpose for excluding the public from the meeting place and the length of time for the executive session.

(n) Reconvene and Adjourn

ADJOURNMENT

Rule 28. Regular City Council Meetings shall adjourn no later than 10:00 p.m. The adjournment time established thereunder may be extended to a later time certain upon approval of a motion by a majority of the Council. Any councilmember may call for a "point of ~~order~~information" to review agenda priorities.

COMMITTEES

Rule 29. The Committee structure of the council and the procedures governing all committees shall be as follows:

~~(F) Minutes need not be taken of committee meetings.~~

COUNCIL COMMUNICATIONS

Rule 40. Electronic Media and Technology, Councilmember Communications Outside of Meetings, Open Public Meetings (OPMA) and Public Records Act (PRA).

- A. It is the policy of the Stanwood City Council to adhere to the Revised code of Washington (RCW) 42.30 regarding Open Public Meetings and RCW 42.56 regarding Public Records.
 1. All records, regardless of format, related to the conduct of City business reviewed, created or altered must be retained per the State of Washington Local Government Common Records Retention Schedule. (the CORE manual), pursuant to 42.56 RCW and 40.14 RCW, Preservation and Destruction of Public Records.
 2. Per state law, all documents, files, communications and messages created, reviewed or altered that are related to the conduct of City business, regardless of format, are property of the City. As a result, these documents, files, communications and messages are not private

or confidential unless otherwise noted in the Revised Code of Washington. The City reserves the right to request, access, monitor, and disclose the contents of electronic messages and any record, regardless of format, related to the conduct of City business on City-issued or personal devices that Council members use. Council members should have no expectation of privacy in either sending or receiving electronic messages, or other information on the Internet, City network or other electronic media related to City Business whether done on their own personal device or on a City issued device. The City may review the public records for legal exemption or redaction pursuant to the Public Records Act RCW 42.56 or other applicable state or federal laws and may provide third party notice providing affected parties the opportunity to file for a court order to prevent or limit disclosure.

3. Email Accounts:

- a. For ease of public record retention and for ease of document search, Councilmembers are strongly encouraged to utilize the City's assigned email account and information system for all City-related business.
- b. Subject to limited exceptions set forth in state law, e-mail accounts established through the City's information system for individual Councilmembers are considered public and subject to public disclosure laws.
- c. E-mails that are public records will be retained and archived according to City and State retention schedules.
- d. Non-City provided email accounts used by individual Councilmembers for the conduct of communicating City business will be subject to public disclosure laws. Councilmembers are responsible for preserving all City business records on their personal devices, systems and servers.

4. Text Messages: Text Messages generated or received by individual Councilmembers for conducting City business on any personal device whether issued by the City or not, are subject to public disclosure laws and records retention schedules. Text messages must be retained and archived according to City and State retention schedules. Councilmembers are responsible for preserving all City business records on their personal devices, systems and servers.

5. Social Media: The City of Stanwood utilizes social media sites to enhance and promote the economic development initiatives of the community and to provide information on City issues, operations and

services. City of Stanwood social media sites and all content therein are subject to the State of Washington's public records laws. City and State records retention schedules apply to all social media content.

Guidelines for Councilmember use of social media sites is as follows:

- a. All social media site entries should clearly indicate that any content posted is subject to public disclosure laws and records retention schedules.
- b. Unless the content is pre-authorized by the City Council, Councilmembers posting to any social media site, whether owned by the City or a private individual or organization social media sites, should be clear that the individual Councilmember is speaking for themselves and not on behalf of the City or the City Council.
- c. Information that has the potential to compromise the safety or security of the public or public systems should not be posted to social media sites.
- d. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs will not be tolerated. This includes, but is not limited to sending threatening messages, slurs, obscenities, sexually explicit images, cartoons or messages.

7. Non-City issued Cell phones and other devices. Non-City issued cell phones and other devices, used by individual Councilmembers, for texting or receiving texts relating to City business, will require archiving of text messages and retention of records according to records retention schedules.

8. Records Requests/Inspection/Monitoring:

- a. All Council members are required to work collaboratively with the City Clerk's Office for access to a personal or City- issued electronic device when responding to a public records request.
- b. The City needs to be able to respond to proper requests resulting from public records request and legal proceedings that call for electronically-stored evidence. Therefore, the City must, and does, maintain the right and the ability to access City provided electronics and City email accounts and to inspect and review any and all data recorded in those applications and files. Because the City reserves the right to obtain access to all electronic mail messages left on or transmitted over these

applications, Councilmembers should not assume that such messages are private and confidential or that the City or its designated representatives will not have a need to access and review this information.

- c. The City reserves the right to regularly monitor electronic mail messages, information and all documents. The City will inspect the contents of computers or electronic mail in the course of an investigation.
 - 9. Executive Session. It is recommended that Councilmembers do not use electronic devices or transmit or receive electronic communications during executive sessions.
- B. The following is a list of prohibited uses of City communication applications or devices:
- 1. Transmitting any material or messages in violation of Federal, State, Local law, Ordinance, Regulation or City policy.
 - 2. Distributing sensitive or confidential information, per RCW 42.23.070, Code of Ethics for Municipal Officers, Prohibited Acts.
 - 3. Distributing unauthorized broadcast messages, soliciting or proselytizing others for commercial ventures, religious or political causes, or other non-job-related matters except as provided elsewhere in this policy.
 - 4. Accessing or distributing offensive or pornographic materials.
 - 5. Using City-provided electronic media and devices for personal use, to accomplish personal gain, or to manage a personal business.
 - 6. Downloading or distributing copyrighted materials not owned by the City, including software, photographs, or any other media except when authorized by the Mayor or City Administrator as it pertains to work related uses.
 - 7. Developing or distributing programs that are designed to infiltrate computer systems internally or externally (viruses) or intentionally disrupting network traffic or crashing the network and connected systems.
 - 8. Accessing or downloading any resource for which there is a fee without prior appropriate City Council authorization / approval and authorized by the Mayor or City Administrator.

9. Representing yourself as another user or employee, forging electronic mail messages, unauthorized access of others' files with no substantial business purpose, or vandalizing the data of another user.
10. Attempting to access any system, which Council member is not authorized to access (hacking).
11. Giving your username and password to anyone, except the City Administrator or designee for any purpose.
12. Inappropriate use, which is deemed by the City Council Policy or City Policies to be a violation of the intended purpose of any electronic media.

C. Councilmember Communications.

1. In order to ensure the most complete information is available to all decisionmakers, All-distribution to Councilmembers and the City Clerk of written communications, including letters and electronic messages, responding to citizens- ~~is recommended should be distributed to all other Councilmembers and the City Clerk~~. However, to prevent a violation of the Open Public Meetings Act and a "serial Council meeting" the Council members should not reply "all" or have communications with more than two other members of the Council body.
2. The use of City letterhead by individual Councilmembers for communications to constituents or to other governmental entities shall not be allowed unless approved by Council majority.
3. Within the text of correspondence from Councilmembers to constituents, governmental entities, and community organizations, the Councilmember should not characterize or attempt to describe the views and actions of other Councilmembers in order to ensure that those Councilmembers have an opportunity to characterize their own views and actions.
5. Letters to the editor for publication in newspapers, magazines and electronic or Internet-based publications submitted by individual Councilmembers should not represent the Councilmember's personal views as those of the City or the City Council unless specifically directed to do so by the City Council.

Section 2. Best Efforts. These Rules of Procedure are designed to assist in the orderly conduct of City Council business. Failure of the City Council to adhere to these rules shall not result in any

liability to the City, its officers, its agents and employees nor shall the same result in any invalidation of City Council action.

PASSED AND APPROVED BY THE CITY COUNCIL ON THIS ____ DAY OF _____, 2022.

City of Stanwood

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: March 24, 2022

SUBJECT: Impact Fee Code Amendment and Park Impact Fee Update

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Impact Fee Code Amendment, Ordinance 1503
B – Resolution 2022-02 Consolidated Fee and Charge Schedule

PURPOSE

The purpose of this agenda item is for Council to hold the second reading and final adoption of Ordinance 1503, Impact Mitigation Fee regulations and adoption of Resolution 2022-02, Updated 2022 Fee Schedule.

BACKGROUND

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

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

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

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

ORDINANCE SUMMARY

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

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

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

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

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

low-income housing fee reduction as allowed by state law. This incentive provides for an 80% reduction in the impact fee if developers provide low-income housing as defined by the state. Staff has included this fee reduction to both the park and traffic impact fee code sections. The Commission also recommended that the city allow for deferral of impact fees as allowed by state law. A deferral provision consistent with state law already exists in city code therefore no changes were needed to implement this portion of their recommendation.

PARK IMPACT FEE UPDATE AND METHODOLOGY:

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

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

Park Impact Fee Formula*:

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

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

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

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

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

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

Difference between Cost of Construction Factor and the Adjustment Rate

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

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

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

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

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

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

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

CONSISTENCY WITH COMPREHENSIVE PLAN:

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

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

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

Comprehensive Plan Parks, Recreation and Open Space Element:

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

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

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

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

RECOMMENDATIONS

Staff Recommendation:

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

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

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

Construction Cost Estimate

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

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

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

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

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

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

Planning Commission:

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

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

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

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

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

Committee/Board Recommendation:

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

CITY COUNCIL OPTIONS

1. Accept the second and final reading of Ordinance 1503 amending Title 17 relating to impact fee regulations and updating the 2022 Fee Resolution which includes the updated park impact fee.
2. Request changes to Ordinance 1503 or the Fee Resolution and direct staff to address specific Council issues or concerns prior to Council reconsideration.

PROPOSED MOTIONS

“I MOVE TO APPROVE THE SECOND AND FINAL READING OF ORDINANCE 1503 AS SET FORTH IN ATTACHMENT “A” AMENDING TITLE 17 ZONING RELATED TO CITY IMPACT FEES. ”

“I MOVE TO APPROVE RESOLUTION 2022-02, UPDATED FEE RESOLUTION, AS SET FORTH IN ATTACHMENT “B” AMENDING THE 2022 FEE RESOLUTION WITH THE UPDATED PARK IMPACT FEES TO BE EFFECTIVE APRIL 1, 2022.”

CITY OF STANWOOD
WASHINGTON

ORDINANCE NO. 1503

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____
Effective Date: _____

Exhibit A: Transportation Impact Fee

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

Sections:

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

17.151.010 Authority and Purpose

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

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

17.151.020 Findings

The city council finds and declares that:

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

17.151.030 Definitions

As used in this chapter:

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

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

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

17.151.040 Imposition of Impact Fees

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

17.151.050 Establishment of Service Areas

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

17.151.055 Imposition of Transportation Impact Fees

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

It is hereby declared that such impact fees shall:

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

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

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

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

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

17.151.060 Calculation of Transportation Impact Fee

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

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

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

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

~~17.151.070 Park and Recreation Impact Fee Component~~

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

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

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

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

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

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

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

17.151.090 Calculation of Impact Fee

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

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

17.151.100 Collection of Impact Fee

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

17.151.110 Impact Fee Credits

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

17.151.115 Impact Fee Deferral System

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

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

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

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

17.151.120 Appeals

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

17.151.130 Accounting

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

17.151.140 Expenditure

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

17.151.150 Refunds

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

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

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

17.151.160 Impact Fee As Additional And Supplemental Requirement

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

Exhibit B: New Chapter SMC 17.152: Park Impact Fee

Chapter 17.152

IMPACT FEES – PARKS, OPEN SPACE AND RECREATIONAL FACILITIES

Sections:

- 17.152.010 Authority and Purpose**
- 17.152.020 Findings**
- 17.152.030 Definitions**
- 17.152.040 Imposition of Impact Fees**
- 17.152.050 Establishment of Service Areas**
- 17.152.060 Imposition of Park Impact Fees**
- 17.152.070 Park and Recreation Impact Fee**
- 17.152.080 Calculation of Impact Fee**
- 17.152.090 Collection of Impact Fee**
- 17.152.100 Impact Fee Credits**
- 17.152.110 Impact Fee Deferral System**
- 17.152.120 Appeals**
- 17.152.130 Accounting**
- 17.152.140 Expenditure**
- 17.152.150 Refunds**
- 17.152.160 Impact Fee as Additional and Supplemental Requirement**

17.152.010 Authority and Purpose

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

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

17.152.020 Findings

The city council finds and declares that:

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

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

17.151.030 Definitions

As used in this chapter:

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

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

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

17.152.040 Imposition of Impact Fees

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

17.152.050 Establishment of Service Areas

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

17.152.060 Imposition of Park Impact Fees

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

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

17.152.070 Park and Recreation Impact Fee Component

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

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

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

17.152.080 Calculation of Impact Fee

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

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

17.152.090 Collection of Impact Fee

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

17.152.100 Impact Fee Credits

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

17.152.110 Impact Fee Deferral System

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

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

17.152.120 Appeals

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

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

17.152.130 Accounting

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

17.152.140 Expenditure

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

17.152.150 Refunds

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

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

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

17.152.160 Impact Fee As Additional And Supplemental Requirement

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

Exhibit C: New Chapter 17.154: Fire Impact Fee

Chapter 17.154 IMPACT FEES – FIRE FACILITIES

Sections:

17.154.010 Authority and Purpose

17.154.020 Chapter Reservation

17.154.010 Authority and Purpose

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

17.154.020 Chapter Reservation

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

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

Exhibit D: Findings of Fact and Conclusions



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

Stanwood City Council
Impact Mitigation Fee Code Amendment

A. GENERAL INFORMATION

File Number(s): Code Amendment 2019-159

Project Summary: Impact Mitigation Fees Code Amendment

Applicant: City of Stanwood

Location: The code amendment applies city wide.

Public Hearing: February 14, 2022

Location: Zoom Virtual Meeting

Staff Contact: Patricia Love, Community Development Director

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

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

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

Key elements of the proposed ordinance include:

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

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

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

C. COMPLIANCE WITH THE COMPREHENSIVE PLAN

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

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

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

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

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

Comprehensive Plan Parks, Recreation and Open Space Element:

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

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

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

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

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

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

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

D. FINDINGS OF FACT

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

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

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

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

E. CONCLUSIONS OF LAW

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

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

Dated this 24th date of March 2022.

Sid Roberts, Mayor
City of Stanwood

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2022-02

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON, ADOPTING A REVISED CONSOLIDATED FEE AND CHARGE SCHEDULE AND TO REPEAL AND REPLACE RESOLUTION NO. 2021-14.

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

WHEREAS, on December 9, 2021, the City Council adopted Resolution 2021-14 further updating the City's consolidated fee schedule; and

WHEREAS, the City Council desires to update the Park Impact Mitigation Fee; and

WHEREAS, an amendment is needed to update the 2022 Fee Resolution to incorporate the new Park Impact Mitigation Fee.

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

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

Section 2. Reasonable Costs. The Stanwood City Council hereby finds that the Park Mitigation Impact Fee, as referenced in Exhibit A, represents a reasonable cost and a fair share of capital park costs attributed to future growth.

Section 3. Repealer. Resolution No. 2021-14 adopted on December 9, 2021 is hereby repealed in its entirety.

PASSED by the City Council and Approved by the Mayor this 24th day of March 2022.

CITY OF STANWOOD

ATTEST:

By: _____
Sid Roberts, Mayor

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney



2022 Fee Schedule Update Resolution 2022 – 02 Adopted March 24, 2022

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City of Stanwood, Washington
Fee and Charges Schedule

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

Section 1: Administration of Fee Resolution

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

ADMINISTRATIVE FEE:	An administrative fee of 10% is added to all fees and charges listed herein whenever outside costs are incurred, except for outside costs incurred from a copying vendor that makes copies of documents for the City pursuant to a public records request.
OUTSIDE COSTS:	All outside costs shall be paid by the applicant as part of a permit application. Outside costs are generally all costs of services and materials billed to the City and shall include, but not be limited to, costs of publication and posting; attorney fees; filing fees; and reproductions costs; outside engineering, surveying and consultant services.
REIMBURSABLE COST RECOVERY:	The City reserve the right to recover all costs associated with corrective measures and enforcement actions taken by City staff, outside services or outside contractors hired by the City. Activities will be invoiced according to the hours of labor, equipment and materials to complete the work.
TECHNOLOGY FEE:	A technology fee of 5% is added to all fees and charges listed in Sections 3 and 4 herein to cover the costs of hardware, software and maintenance agreements. The 5% technology fee is not applied to outside costs as described above as they are already charged a 10% overhead fee.
DEPOSITS:	All deposits required in this resolution shall be held for a period not to exceed three (3) months from the date of the completion of the project to allow for all bills related to the event to be received by the City and billed against the deposit. When costs exceed the original deposit, an additional deposit shall be required; if the actual costs are below the deposit amount the excess funds shall be refunded.
REFUNDS:	Except as may be noted otherwise, fees and charges are non-refundable.
CONVENIENCE FEE	A 3.75% convenience fee is added to all non-utility credit and debit card transactions to cover the City's processing costs.

Section 2: Hourly Rate Schedule

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

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

Section 3: Land Use Fees and Charges

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

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

Permit Type / Activity	Fee
Multifamily 3- and 4-Unit Developments:	\$300 If Off-Site Improvements Are Required; No Fee If No Off-Site Improvements Are Needed
Consultant Fees	Applicants Shall Pay Actual Costs Of Charges
Civil Construction -Inspection Fees (Based on Valuation)	
\$0 - \$500,000	3.50% of Estimated Engineers Construction Cost ²
Greater than \$500,000 ¹	2.00% of Estimated Engineers Construction Cost ²
Government Facilities	Exempt ³
Inspection Fee Footnotes: 1. Minimum Inspection Fee \$19,500 and Maximum Inspection Fee \$60,000 2. Includes Labor, Equipment, Materials, Overhead, and Profit 3. "Government Facility" means a facility wholly or partially funded by tax dollars including government of the United States, the governments of the State of Washington, Snohomish county, the City of Stanwood, Regional Fire Authorities, Public Schools, Colleges, and Universities.	
Comprehensive Plan Amendment Request Fee (After Final Docket Approval)	\$1,500
Conditional Use and / or Amendment Fee	
Conditional Use	\$1,000; Plus Cost of Hearing
Conditional Use - Administrative	\$100
Development Agreement	\$2,000; Plus Cost of Hearing
Docket Application	Free
Driveway Permit (Driveway Expansions or Alterations)	\$80
Encroachment Permit	\$50 for New Structures; No Fee for Existing Structure Permitted before 2016
Engineering Deviation Request (Administrative)	\$100 First Application \$125 Each Additional Application

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

Permit Type / Activity	Fee
Hearing Examiner Costs	
Public Hearing	\$3,000 Deposit Plus Actual Cost of Hearing
Reconsideration	\$200; Plus Actual Cost of Hearing
Landscape Plan	
Landscape Plan Review	\$400
Landscape Modification	\$200
Landscape Inspections	\$150
Landscape Re-Inspections	\$200 Per Re-Inspection
Consultant Peer Review (If Applicable)	Actual Cost
Land Use Permit Fee	
Land Use Permits (If Not Otherwise Listed Herein) Requiring a Public Hearing or Public Meeting	\$2,000 for First Two Reviews; Plus Each Additional Review Will Be Charged Per the Hourly Rate Schedule; Plus Actual Costs of Consultant Time
Land Use Permit Fee	Varies by Valuation:
Administrative Land Use Permits If Not Otherwise Listed Herein	Valuation: \$0 - \$5,000: \$125; Plus Actual Cost of Consultant Time
	Valuation: \$5,001 - \$15,000: \$250; Plus Actual Cost of Consultant Time
	Valuation: \$15,001 - \$30,000: \$500; Plus Actual Cost of Consultant Time
	Valuation: Over \$30,000 \$1,000; Plus Actual Cost of Consultant Time

Permit Type / Activity	Fee
Land Use Permit Fee	
General Information Meeting	No Fee
	\$100
Permit Extension	
Lot Line Adjustment (Boundary Line Adjustment)	\$950
Mitigation Fees	
Impact fees listed below are information only; applicants should verify actual fee amounts listed in the Stanwood Municipal Code Chapter 17.151, Public Facilities and Chapter 17.153, School Facilities.	
School	School Impact Fees Will Not Be Assessed For Any Project Approved After 5/31/2017; Any Impact Fees For Schools Noted In A Hearing Examiners Decision Will Still Be Collected.
Parks	
Single Family Residential	~~\$1,330~~ \$1,936 / Unit
Duplexes and 2 Unit Townhomes	~~\$1,042~~ \$1,148 / Unit
3 or 4 Unit Townhomes or Apartments	~~\$1,042~~ \$1,575 / Unit
5+ Multifamily Buildings or Complexes	\$1,293 / Unit
Commercial and Industrial	No Fee At This Time
Traffic	
Single Family Residential	\$3,523.39 / Unit
Duplexes and Townhomes	\$2,253.20 / Unit
Apartments	\$2,584.56 / Unit
Commercial and Industrial	\$368.17 / Average Daily Trip Or Per Traffic Study
Fire	
Single Family Residential	\$200 / Unit
Duplexes and Townhomes	\$150 / Unit
Apartments	\$150 / Unit
Commercial and Industrial	\$0.25 / Square Foot Of Building Area
Deferred Impact Fee Application	\$50
Public Notice / Publications	\$60 Per Required Publication; Plus Actual Costs if Greater
Rezone / Amendment	\$1,000

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

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

Permit Type / Activity	Fee
Sewer Availability Letter Only	\$500
Wireless Communication Facility (WCF) WCF and / or Small Cell Facility	\$2,000
Zoning Text Amendment (After Final Docket Approval)	\$800

Section 4: Building Permit Fees

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

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

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

Section 5: Animal Fees and Charges

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

Section 6: Code Violations - Penalties

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

Section 7: Utility Billing Fees & Charges

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

Section 8: Sewer Fees & Charges

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

Monthly Sewer System Rates – Year 2019 - 2021

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

Monthly Sewer System Rates – Year 2022 - 2024

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

Sewer System Plant Investment Charge

Service Connection Size	Equivalent Connection	Charge
Up to ¾ Inch	1	\$7,719
1 Inch	1.67	\$12,891
1 – ½ Inch	3.33	\$25,704
2 Inch	5.33	\$41,142
3 Inch	10	\$77,190
4 Inch	16.67	\$128,676
6 Inch	33.33	\$257,274
8 Inch	53.33	\$411,654

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

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

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

Users of High Strength Waste

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

Low Income Senior and Low Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 9: Water Billing Fees & Charges

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

Monthly Water System Rates

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

Water Charges for Consumption in Excess of Quantity Allowed

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

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

Water Service Outside City Limits

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

Water System Plant Investment Charge

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

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

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

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

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

Other Water Service Fees:

Hydrant Use Fee:

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

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

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

Large Seasonal Users

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

Low Income Senior and Low Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 10: Drainage Fees & Charges

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

Bi - Monthly Drainage System Rates

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

Drainage Plant Investment Charge

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

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

Activity	Fee
Base Administration Fee	\$50
Base Connection Fee – All Permit Types	\$200

Drainage Fees and Charges for Property Outside City Limits

When property outside of the city is served by storm sewers, drainage ditches, drainage channels, or pumping facilities, charge for such drainage services, filing of liens or other fees or charges covered in this chapter shall be payable at the rate of 150 percent of the applicable charge or rate of service within the City.

Low Income Senior and Low Income Disabled Rate

Contact the City regarding eligibility discounts.

Section 11: Special Events, Banner Hanging Fee & Other Events

Activity	Fee
Application Fee	\$50
Banner Hanging Fee (See Policy Below)	\$180
Off Duty Police When Need Is Determine by Police Chief (See Policy Below)	\$50 an Hour Per Officer \$60 an Hour For Traffic Control
Overtime For Police When Need Is Determined By Police Chief (See Policy Below)	\$56 an Hour For On-Duty Officer
City Policy: 1. The event sponsor shall pay the cost of off duty police and overtime for police as determined by the Stanwood Police Chief. 2. The City will cover the cost of Public Works and Community Development employees work created by the special event if during normal work schedule, over time will be billed to the applicant. 3. For special events which request City contribution, the City will sponsor 75% of the cost of the Banner Hanging Fee when the event: 1) is held in the City and 2) attracts the general public to the commercial areas.	

Section 12: Business Licenses, Temporary Merchants & Fireworks

General Business License	Fee
Business License	\$50; City of Stanwood Business Licenses Are Administrated By the Washington State Department of Revenue (DOR) Business Licensing Services. See http://bls.dor.wa.gov/ to Obtain a License. DOR Information Line: 1-800-451-7985
Taxicabs	
	Fee
Taxicab Operator License	\$50 Plus Cost of Background Check
Per Vehicle Fee	\$25
Per Driver Fee	\$25
Temporary Merchants Licensees	
Charitable Solicitations	\$45
Mobile Unit Vending	\$45
Peddlers & Solicitors (Per Person)	\$20
Temporary Merchant	\$35

Section 13:Public Records Act – Related Fees (Copying, Faxing & Transmission)

Activity or Item	Fee
Electronic files	Five cents per each four electronic files or attachment uploaded to email, cloud-based data storage service or other means of electronic delivery.
Photocopies or Printed Copies	Fifteen cents per page for photocopies of public records, printed copies of electronic public records when requested by the person requesting records, or for the use of agency equipment of photocopy public records.
Scanning	Ten cents per page for public records scanned into an electronic format or for the use of agency equipment to scan the records.
Storage Devices	The actual cost of any digital storage media or device provided by the agency, the actual cost of any container or envelope used to mail the copies to the requestor, and the actual postage or delivery charge.
Transmission of Electronic Files	The cents per gigabyte for the transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The agency shall take reasonable steps to provide the records in the most efficient manner available to the agency in its normal operations.
Customized Electronic Access or Data Fee	A customized service charge to recover actual costs for requests that require information technology expertise to prepare data or provide customized electronic access.

Section 14:Miscellaneous Fees

Activity or Item	Fee
Postage	Actual Costs
Copies	Fifteen Cents per Page (8.5 x 11 or 11x17) Six Cents Per Square Foot for Plotter Paper

Section 15: Athletic Field Rental Fees and Charges

The City adopted athletic field rental fees and charges via Resolution 2013 - 03 and then subsequently updated those fees in 2017. Fees are updated annually

Church Creek Park resident = Stanwood Camano School District Boundaries

Heritage Park resident = Snohomish County Residents including Camano Island

FIELD USE RATE: REGULAR SEASON – GAMES and PRACTICES		
ATHLETIC FIELD	YOUTH	YOUTH SELECT, ADULT, NON-RESIDENT
Baseball/Softball Fields	\$5.00 per hour	\$15.00 per hour
Soccer Field *	\$5.00 per hour	\$15.00 per hour
Lacrosse Field*	\$5.00 per hour	\$15.00 per hour

*2 teams on 1 field max for hourly rate; if scheduling 3 or more teams on 1 field add either \$5 or \$15 per additional team.

FIELD USE RATE: TOURNAMENT, CAMPS, and COMMERCIAL		
	YOUTH	YOUTH SELECT, ADULT, NON-RESIDENT
Reservations	\$300.00 per day \$200 Refundable Damage Deposit	\$450.00 per day \$200 Refundable Damage Deposit
Cancellation Refund	\$100.00 of the Field Use Fee \$200 Damage Deposit	\$250.00 of the Field Use Fee \$200 Damage Deposit

OTHER FEES		
Energy Rate	\$5.00 per hour	
PW Crew (i.e. open park early, clean up and repairs)	\$50.00 per hour with 2 hour minimum	
Litter – Garbage Control	\$50.00 per hour Users will be held responsible for excessive litter and garbage left after games and practices by participants and spectators.	
Church Creek Park Covered Picnic Area	Resident \$30.00 ½ day 9:00am - 2:00pm or 3:00pm - Close	Non-Resident \$50.00 ½ day 9:00am - 2:00pm or 3:00pm - Close
* To reserve the picnic shelter visit the city's website at http://www.ci.stanwood.wa.us/reservations		

* Fees subject to change

* City sponsored events may have all or partial fees waived

Priority for Youth Recreational Sports during the "Traditional Season" applies.

Baseball/Softball	Mid Feb – June w/post season tournament in July
Lacrosse	Mid Feb – May w/post season tournaments in
Soccer	June Mid Aug – Mid November
Football	Mid Aug – Mid November

CANCELLATION FEES

Regular Season:

- 20 days or more Full Refund
- 19 days or less No Refund

Tournament, Camps, and Commercial:

- See above for refund amount for tournaments, camps and commercial reservations

Section 16: Police Department Fees and Charges

PERMIT, LICENSE OR SERVICES	FEES
Concealed Pistol License - New	\$49.25
Concealed Pistol License - Renewal	\$32
Concealed Pistol License – Late Renewal	\$42
Parking Permits	\$20
Fingerprints	\$17.00 / Two Cards



Park Impact Fee Methodology Study March 2022

Introduction

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

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

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

What are Impact Fees?

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

MRSC

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

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

Methodology

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

Park Impact Fee Formula:

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

Where:

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

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

"P" means 1,000 people.

"U" means the average number of occupants per dwelling unit.

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

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

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

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

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

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

2022 Park Impact Fee Calculation

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

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

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

Step 1: 2022-2027 CIP

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

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

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

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

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

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

PIF Eligible Costs =
6-Year CIP – Grants

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

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

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

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

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

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

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

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

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

Step 3 C: Update the "U" Factor in Formula

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

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

Persons Per Household Data

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

Step 4: Apply the Adopted City Formula

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

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

C = Average Development and Acquisition Cost per Acre = \$218,732.82

S = Level of Service Standard: 2.5 acres per 1,000 residents for each neighborhood and community parks = 5.0 acres per 1,000 residents

P = 1,000 (People)

U = Average Occupancy: 2.95 per SFR; 1.75 per Duplex or Two Unit Townhomes; 2.4 per 3&4 Unit Townhouses and 1.97 per 5+ Multifamily Developments (These are updated numbers based on the Comprehensive Plan and Office of Financial Management’s 2021 population projections for Stanwood).

A = Adjustment Rate of 60%

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

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

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

Note: final fees were rounded up or down to the nearest full number as follows:

2022 Park Impact Fee

Unit Type	Fee
Single Family Residential	\$1,936.00
2 Unit Duplex / Townhome	\$1,148.00
3/4 Unit Attached Townhomes	\$1,575.00
5+ Multifamily Complexes	\$1,293.00



**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 11d

DATE: March 24, 2022

SUBJECT: Resolution 2022-04 Supporting Stanwood-Camano No. 401
Proposition 1 - Replacement Technology Capital Projects Levy

CONTACT PERSON: Shawn Smith, City Administrator

ATTACHMENTS: A – Resolution 2022-04 Supporting Proposition 1 "Replacement
Technology Capital Projects Levy"
B – Levy FAQ's
C – Public Disclosure Commission Guidelines-Use of public office or agency
facilities in campaigns

ISSUE

The issue in front of the city council is to consider Resolution 2022-04 supporting Proposition 1 "Replacement Technology Capital Projects Levy" on the April 26, 2022, ballot.

RECOMMENDATION

Review Resolution 2022-04 Supporting Proposition 1 "Replacement Technology Capital Projects Levy".

In accordance with RCW 42.17A.555, afford members of the city council and the public an approximately equal opportunity for the expression of an opposing view.

SUMMARY STATEMENT

The Stanwood-Camano School District's Board of Directors approved a resolution to put a replacement levy on the April 26, 2022, ballot. The proposition, "Replacement Technology Capital Projects Levy" would replace the current four-year Capital Projects and Technology Levy, approved by voters in 2018, which is expiring this year. approval of this measure will allow the district to maintain the support for students funded by this measure for another four years. Local education levies expire on a regular cycle and must be brought in front of voters to be renewed. Proposition 1 would authorize a \$ 10,346,277 replacement levy and authorize the District to modernize and repair District facilities; modernize and upgrade District technology and computer systems for instruction and operations; and other capital project expenditures,

Deborah Rumbaugh, the School Superintendent, presented an overview of the renewal at the city council's March 10, 2022, meeting.

DISCUSSION

The City Council has the authority under RCW 42.17A.555 to take a collective position supporting or opposing a ballot proposition. Although that statute generally prohibits the use of public facilities to support a ballot proposition, it provides an exception that allows a city council, as well as other elected bodies, to vote to take a collective position supporting or opposing a ballot proposition.

The agenda for the meeting in which the vote would take place must include the title and number of the ballot proposition, and any member of the public must be given an approximately equal opportunity to speak in opposition.

The Public Disclosure Commission has an informative guide on this and other issues involving the prohibition in RCW 42.17A.555: Guidelines for Local Government Agencies in Election Campaigns (Attachment C).

FISCAL IMPACT

There is no fiscal impact associated with the city council's decision to collectively support or oppose the the proposition, "Replacement Technology Capital Projects Levy".

COUNCIL OPTIONS

1. In accordance with RCW 42.17A.555, afford members of the city council and the public an approximately equal opportunity for the expression of an opposing view. Adopt Resolution 2022-04 Supporting Proposition 1 "Replacement Technology Capital Projects Levy." This alternative indicates the city council collectively supports the proposed bond measure.
2. Do not adopt Resolution 2022-04 and direct staff to areas of concern. This alternative indicates the city council has questions or concerns regarding the proposed resolution. The city council may want additional information, additional input from the public or to assign the issue to a council subcommittee prior to making a final decision.
3. Do not adopt Resolution 2022-04. The city council may choose not to take a collective position supporting or opposing Proposition 1 "Replacement Technology Capital Projects Levy".

RECOMMENDATION

**I MOVE TO ADOPT RESOLUTION 2022-04 SUPPORTING PROPOSITION 1
"REPLACEMENT TECHNOLOGY CAPITAL PROJECTS LEVY"**

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2022-04

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON,

Supporting Stanwood Camano School District NO. 401 Proposition 1
Replacement Technology Capital Projects Levy

WHEREAS, by April 26, 2022, Stanwood Camano School District residents will vote on "Proposition 1 Replacement Technology Capital Projects Levy,"

WHEREAS, Proposition 1 would authorize a \$ 10,346,277 replacement levy and authorize the District to modernize and repair District facilities; modernize and upgrade District technology and computer systems for instruction and operations; and other capital project expenditures,

WHEREAS, new schools are an investment in our youth, which are among this City's most treasured assets; and

WHEREAS, on March 10, 2022, the School District presented an overview of the proposed replacement levy to the Stanwood City Council; and

WHEREAS, any required notice of the Open Public Meeting, including the title (Proposition 1 "Replacement Technology Capital Projects Levy") and number of the Bond Ballot Proposition (Proposition 1), and members of the City Council and members of the public were given equal opportunity to express an opposing view at the Open Public Meeting, and all who wished to speak were heard;

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

Section 1. Pursuant to RCW 42.17 A.555, the City Council, after due consideration, and being fully informed and advised, hereby expresses its support for the Stanwood Camano School District Replacement Levy Ballot Proposition (Proposition 1).

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

CITY OF STANWOOD

By: _____
Sid Roberts, Mayor

ATTEST:

By _____
Lisa Sokolik, City Clerk



**REPLACEMENT CAPITAL PROJECTS AND TECHNOLOGY LEVY -
on the ballot April 26, 2022.**

***Please remember to vote: Ballots must be returned by April 26, 2022,
by 8 p.m.***

This proposed replacement levy funds critical technology and facility needs not funded by the state. The district would collect a total of \$10.3 million over four years, with 50 percent to be used to upgrade the technology used for student learning at all schools, and 50 percent for long-term facility needs.

This is not a new tax. Our community has a long history of supporting our schools and filling the gap. We are committed to openness and transparency. Please call 360-629-1200 or send an email to scsdinfo@stanwood.wednet.edu with any questions you may have about this proposal.

Thanks to voter support in 2018, all of Stanwood-Camano's 4,500 students had access to a Chromebook computer to use during online learning throughout the pandemic. When the 2018 levy expires at the end of 2022, this levy will replace it to keep devices updated, supported, and properly maintained.

FAQ: Replacement Capital Projects and Technology Levy

What facility improvements are planned?

Even with the most meticulous attention to regular maintenance and prompt repairs, every homeowner understands that over time parts of their home begin to wear out. That is no different with public schools.

Stanwood-Camano schools have a talented and responsible team caring for our facilities. From custodians to maintenance workers, these employees perform their jobs as if our schools were their homes.

Older systems such as boilers, roofs, fire sprinkler systems, public address systems, bleachers, security fencing and sidewalks are at or near the end of their useful life. The proposed levy would fund:

- a new roof at Cedarhome Elementary;
- boiler replacement at Cedarhome Elementary and Elger Bay Elementary;
- replacement fire sprinkler lines at Utsalady and Elger Bay Elementary Schools;
- portable maintenance at Port Susan Middle School, including new roofs, paint and siding repair;
- upgraded public address systems at Stanwood Middle and Stanwood Elementary Schools; and
- various projects to improve student safety, such as fencing, sidewalks and bleacher replacements.

Levies are collected over time versus a lump sum. Dollars are received twice a year, in the spring and fall when property taxes are typically paid, for the duration of the levy. Facility improvement projects will be scheduled as these levy funds are available.

How will the levy support safety and security?

Safety is always foremost for the Stanwood-Camano school leaders. They continuously assess school buildings and grounds for student safety.

Security of those buildings is also of strong interest to ensure the community's investment in its schools is protected. If the proposed replacement levy is approved, there would be safety and security improvements to parking lots, public address systems, sidewalks, safety fencing, and portable classrooms.

How will the levy support student learning?

Children today are held to higher expectations to successfully enter the workforce. To prepare them for their future, Stanwood-Camano schools must have the tools in place to meet those expectations. Technology is one of those areas where skill expectations are high.

The proposed replacement levy will continue funding the purchase of computers, online curriculum and technical support for students and their teachers. While state and federal funds can help with purchasing technology, the dollars are rarely adequate to meet the actual need in local schools. The availability of laptops, hotspots for internet access, and the online curriculum was of exceptional benefit when COVID-19 forced instruction online in March 2020. Much of this technology was made possible through the local four-year Technology Levy approved by voters in 2018.

How were the funds from the 2019-22 Capital Projects and Technology Levy Used?

Facilities:

- Replaced fire alarm systems at Cedarhome, Twin City and Stanwood Elementary Schools;
- Installed ADA doors and access control at Utsalady Elementary, Stanwood Middle and Port Susan Middle Schools;
- Playground safety improvements at Cedarhome, Elger Bay and Utsalady Elementary Schools;
- Roof and gutter replacement at Port Susan Middle School;
- Renovation and roof replacement for the facility that accommodates Stanwood High School Transition Program; and

- Window replacements at Stanwood Middle School (to occur in Summer 2023 utilizing funding from 2019-2022 Levy)

Technology:

- Expansion and update of student computing devices in the classroom and for home use by students;
- Annual maintenance fees associated with online applications, subscriptions, and software licenses;
- Renews 25% of staff computers per year, about 100 devices;
- Renews 25% of student Chromebooks per year, about 1,100 devices;
- Maintenance and upgrades of the district WIFI network and filtering;
- Learning applications;
- Personnel, including four technology department staff and Technology Teacher on Special Assignment (TOSA);
- Security, including camera installation and maintenance and access control licensing for all of our schools and
- Server upgrades.

If the state provides funding for K-12 education, why are local taxes needed?

Funding for education in the state of Washington is complicated. A portion of the property taxes that used to go directly to local schools now go to the state. The state redistributes those dollars back to school districts. Local districts can still ask taxpayers for a levy, but a much smaller amount. Levy funding is still critical to pay for important needs not fully funded by the state. There remains a significant gap between what the state provides and what it costs to provide the services and programs that our Stanwood-Camano students need.

With the recent McCleary court decision, why does state funding not cover the actual costs of helping all children learn?

With costs rising in everything from heating classrooms to fueling buses to mowing the grass, that gap between state funds and actual costs is expected to grow in the future. The state has made it clear that with the economic decline resulting from the pandemic, state funding is likely to

decrease. Federal pandemic relief funds are also expected to dry up in the near future.

The state does not provide any funding for major construction projects in schools. To fill these funding gaps, school districts often utilize bonds and levies. This local funding allows our school district to provide the structures and services our community relies on, which allows students to grow and thrive.

Learn more about school bond and levy funding in Washington state from [Educational Service District 112](#).

What percentage of the vote is required for this measure to pass?

In the April 26, 2022 special election, Stanwood-Camano's Capital Projects and Technology Levy requires a simple majority, or 50% + 1 of the votes cast, to pass.

How can I vote?

The April 26, 2022 special election is an all-mail election. Registered voters who live in the Stanwood-Camano School District boundary will receive their ballot around April 8, 2022. Ballots must be postmarked by Tuesday, April 26, 2022. No postage is required to return your ballot. There is a secure ballot drop box near the Stanwood Library at 9701 271st St NW and the Island County Administration Building on Camano Island at 121 N. East Camano Drive. The box is open until 8 p.m. on Election Night. For information go to [Snohomish Co. Elections and Voter Registration](#) and [Island County Elections and Voter Registration](#).

What if this levy replacement does not pass?

Because the levy failed to gain passage on February 8, 2022, if it fails again on April 26, 2022 the district may not place it on the ballot until 2023. The planned capital projects would be delayed and the district would not be able to adequately maintain and upgrade its technology for student learning.

How long does a levy last?

A levy is a short-term local property tax passed by the voters of a school district. On April 26, 2022, Stanwood-Camano voters will be asked to consider replacing the local Capital Projects and Technology Levy funding with a four-year replacement levy at \$0.27 per thousand dollars of assessed property value for calendar years 2023, 2024, 2025 and 2026.

What is the anticipated tax impact of this measure?

This is not a new tax, but rather a replacement of the current levy. We are committed to keeping the rates as stable as possible. The estimated tax rate per \$1,000 of the assessed property value is \$0.27 for each year of the levy. If approved on April 26, 2022, the total local school tax rate is expected to drop in 2023 and is anticipated to decrease over the next four years.

Is the measure on the April 26, 2022 ballot a new tax, or will it replace expiring taxes?

The current four-year Capital Projects and Technology Levy, approved by voters in 2018, is expiring this year, so approval of this measure will allow the district to maintain the support for students and staffing funded by this measure for another four years. Local education levies expire on a regular cycle and must be brought in front of voters to be renewed.

Does the increase of home prices in our community affect what taxpayers will pay with this measure?

No. Property taxes may fluctuate, but the district only collects the total amount approved by voters.

Property values may rise or fall, but according to state law, schools collect no more than the total dollar amount voters approve. When property values rise, rates go down. Conversely, if property values fall, then rates rise to ensure property taxpayers only contribute the amount approved by voters.

[Click here to watch a short video to learn more.](#)

Taxes collected are based on the assessed property value, which is determined by the assessor's offices in Snohomish and Island counties, based on the location of the property. The sale price of a home or property is not what determines how much is paid in property taxes. While assessed values have increased over time, they have not increased at the same rate as home sale prices.

The taxes collected for school levies and bonds are spread across the entire tax base of the Stanwood-Camano School District. In our district, as more construction projects continue to be completed, the taxes will be spread across that growing base of property owners, which includes both homes and businesses. Voters approve a total dollar amount for each ballot measure, and that total amount does not change as the tax base grows. The result is that the tax rates are likely to decrease from what is projected in the District's current estimates because there will be more property owners paying taxes. As we like to put it, the size of the pie does not change, but each property owner's slice of the pie is likely to get smaller as more taxpayers take a slice.

Why aren't school district levy elections in November?

When voters renew levy funding, the amount is approved by calendar years, January through December. However, public school district budgets are written by the school year which begins each September 1, running 12 months to August 31 of the following year.

Public school budget planning begins in the spring for the next school year. To do so, school leaders must know how many dollars are available. An election date early in the year allows that thoughtful planning. Also, state law (RCW 28A.405.210) requires school leaders to let “continuing” employees know by May 15 if there will be a change to their employment for the next school year. An early in the year election date allows that mandated notification.

In addition, state law (RCW 28A.505.040) requires these proposed school district budgets to be ready for public review by July 10. An election date scheduled in the first part of the calendar year makes this possible. Local school boards listen to public comments before acting on budget proposals in August. It also allows time to know the results of votes on **local levies to help fill the gap between what the state funds** and what it takes to provide a full and rich learning experience in safe and secure schools.

What is the difference between bonds and levies?

In general, levies provide for learning, maintenance and operations. Bonds are used to construct buildings, purchase property or modernize existing facilities. State law prohibits monies approved for construction to be used for learning programs and staff.

Another way to think about the difference is levies are like paychecks. Paychecks come in at regular intervals and families must budget expenses on that schedule. School district levy “paychecks” arrive twice a year - in the spring and fall when property taxes are typically paid for the duration of the levy. Use of those dollars is budgeted as these levy funds become available.

Bonds are structured similarly to home mortgages. Schools borrow the money upfront then repay it with interest over time. Typically, bonds are used for new construction or larger remodeling projects. The semi-annual levy collections are more appropriate for smaller improvements. [Click here to watch a short video to learn more.](#)

Is there a limit on the amount a district may propose for levies?

Yes, districts may only collect a maximum percentage of their annual state (and some federal) revenue allocations. This maximum is known as the “Levy Lid.” This percentage is set by the state Legislature and the lid amount varies as some districts were grandfathered in at a higher percentage when the law went into effect. If the levy collected is greater than the amount prescribed by the lid, only the voter-approved amount may be collected.

Didn’t the district receive emergency pandemic money?

School districts are receiving federal COVID relief dollars through the Elementary & Secondary School Emergency Relief Act (ESSER) to offset the cost impacts of the pandemic. These are not ongoing funds, and they can only be used to cover expenses associated with the pandemic.

Where can I get information about property tax exemptions for senior citizens or disabled persons?

Some senior and disabled homeowners may be eligible for a **property tax exemption**, based on income.

The senior citizen/disabled persons property tax exemption programs in Snohomish and Island counties help to reduce your property tax liability. The qualifying criteria for the program are based upon your age and/or disability, residency, and income.

Please contact the Assessor's office for more information:

Snohomish County:

<https://snohomishcountywa.gov/328/Property-Tax-Exemptions>

Island County:

<https://www.islandcountywa.gov/assessors/Pages/Senior-Disabled-Exemption.aspx>

QUICK FACTS ABOUT THE CAPITAL PROJECTS AND TECHNOLOGY LEVY

- It funds critical facility and technology needs that are not funded by the state
- Replaces levy that is expiring at the end of 2022
- Funds a four-year levy: 2023-2026
- Ballots are due by 8 pm on April 26, 2022

QUICK LINKS

- [Snohomish Co. Elections and Voter Registration](#)
- [Island County Elections and Voter Registration](#)
- [Bonds & Levies: School Funding](#)

REGISTER TO VOTE

Election Information

Residents can register to vote online up to one week before Election Day or in person up to and on Election Day. For more information, visit the [Washington Secretary of State website](#).

Guidelines for Local Government Agencies in Election Campaigns (Public Disclosure Law Re: Use of Public Facilities in Campaigns)

USE OF THE GUIDELINES

These Guidelines are meant to aid and assist in compliance with the law.

This document is an educational tool that is an expression of the Commission's view of the meaning of RCW 42.17A.555 and relevant administrative rules and case law involving local government and election campaign activity. It is intended to provide guidance regarding the Commission's approach and interpretation of how the statutory prohibition on the use of public facilities for campaigns impacts activities that may be contemplated by government employees and other persons who may seek to utilize those public facilities. Readers are strongly encouraged to review the statute and rules referenced in these Guidelines.

For ease of reference, the majority of this interpretation is in chart form. In part, the chart identifies categories of persons, some possible activities, and some general considerations. These illustrative examples in the columns of the chart are not intended to be exhaustive.

For example, the categories of persons identified are, in many cases, illustrative only and simply identify groups of persons more likely to undertake or consider undertaking the activity mentioned in the adjacent columns. If an activity is described as being viewed as "Permitted," it is viewed as permitted for all agency personnel otherwise having the authority under law or agency policy to undertake that action, not just the persons identified in the chart or in a particular column. The same approach is applied to the "Not Permitted" column. Further, the remarks in the chart's "General Considerations" column have relevance for the entire section and are not limited to the specific bullet point immediately to the left of the general consideration.

As noted in the Basic Principles section below, hard and fast rules are difficult to establish for every fact pattern involving agency facilities that may occur.

*School Districts are directed to Guidelines for School Districts in Election Campaigns, Interpretation 01-03.

Situations may arise that are not squarely addressed by the guidelines or that merit additional discussion. The PDC urges government agencies to review the guidelines in their entirety, and to consult with their own legal counsel and with the PDC. The PDC can be reached at <mailto:pdc@pdc.wa.gov>, 360/753-1111 or toll free at 1-877-601-2828.

Use of public office or agency facilities in campaigns — Prohibition — Exceptions. RCW 42.17A.555

No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency. However, this does not apply to the following activities:

(1) Action taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;

(2) A statement by an elected official in support of or in opposition to any ballot proposition at an open press conference or in response to a specific inquiry;

(3) Activities which are part of the normal and regular conduct of the office or agency.

(4) This section does not apply to any person who is a state officer or state employee as defined in RCW 42.52.010.

Notes:

Finding -- Intent -- 2006 c 215: "(1) The legislature finds that the public benefits from an open and inclusive discussion of proposed ballot measures by local elected leaders, and that for twenty-five years these discussions have included the opportunity for elected boards, councils, and commissions of special purpose districts to vote in open public meetings in order to express their support of, or opposition to, ballot propositions affecting their jurisdictions.

(2) The legislature intends to affirm and clarify the state's long-standing policy of promoting informed public discussion and understanding of ballot propositions by allowing elected boards, councils, and commissions of special purpose districts to adopt resolutions supporting or opposing ballot propositions." [2006 c 215 § 1.]

General applications of RCW 42.17A.555 WAC 390-05-271

(1) RCW 42.17A.555 does not restrict the right of any individual to express his or her own personal views concerning, supporting, or opposing any candidate or ballot proposition, if such expression does not involve a use of the facilities of a public office or agency.

(2) RCW 42.17A.555 does not prevent a public office or agency from (a) making facilities available on a nondiscriminatory, equal access basis for political uses or (b) making an objective and fair presentation of facts relevant to a ballot proposition, if such action is part of the normal and regular conduct of the office or agency.

Definition of normal and regular conduct. WAC 390-05-273

Normal and regular conduct of a public office or agency, as that term is used in the proviso to RCW 42.17A.555, means conduct which is (1) lawful, i.e., specifically authorized, either expressly or by necessary implication, in an appropriate enactment, and (2) usual, i.e., not effected or authorized in or by some extraordinary means or manner. No local office or agency may authorize a use of public facilities for the purpose of assisting a candidate's campaign or promoting or opposing a ballot proposition, in the absence of a constitutional, charter, or statutory provision separately authorizing such use.

Similar prohibitions on the use of public facilities by state employees and state officers are described in a memorandum from the Attorney General's Office regarding RCW 42.52 and available at <http://www.ethics.wa.gov>.

BASIC PRINCIPLES

1. Public facilities may not be used to support or oppose a candidate or ballot proposition. RCW 42.17A.555. Facilities include local government agency equipment, buildings, supplies, employee work time, and agency publications. The statute includes an exception to the prohibition for "activities which are part of the normal and regular conduct of the office or agency."

2. The Public Disclosure Commission holds that it is not only the right, but the responsibility of local government to inform the general public of the operational and maintenance issues facing local agencies. This includes informing the community of the needs of the agency that the community may not realize exist. Local governments may expend funds for this purpose provided that the preparation and distribution of information is not for the purpose of influencing the outcome of an election.

3. Public employees do not forfeit their rights to engage in political activity because of their employment. Neither may agency employees be subjected to coercion, pressure, or undue influence to participate in political activity or to take a particular position. Public officials and employees should make it clear that any participation is personal rather than officially sponsored.

4. Supervisory personnel have a duty to know, apply, and communicate to their staffs the difference between acceptable information activities and inappropriate promotional activities in support of local government ballot measures.
5. Local elected officials are free to support agency ballot issues and engage in other political activities as long as such activities do not make use of government facilities, time or resources and do not either pressure or condone employees' use of agency facilities, time or resources to support ballot issues.
6. The PDC is charged with enforcing RCW 42.17A.555. This requires consideration and analysis of activities, which may or may not be determined to be in violation of the statute. The PDC has, over the years, developed methods of considering and analyzing activities engaged in by public offices. Among the factors considered are the normal and regular conduct and the timing, tone, and tenor of activities in relation to ballot measure elections. As in any matter where intent is to be considered, hard and fast rules, which will be applicable to all situations, are difficult to establish.

The combination of a number of activities into a coordinated campaign involving close coordination between agency activities and citizens' committee activities which closely resembles traditional election campaign activities and which is targeted at and/or occurs close in time to a ballot measure election is likely to draw close scrutiny and careful consideration by the PDC as to whether a violation has occurred.

- 7.a. Historically, the PDC has routinely advised and held that with respect to election-related publications, one jurisdiction-wide objective and fair presentation of the facts per ballot measure is appropriate.

In addition, if an agency* has also customarily distributed this information through means other than a jurisdiction-wide mailing (e.g. regularly scheduled newsletter, website, bilingual documents, or other format), that conduct has also been permitted under RCW 42.17A.555 so long as the activity has been normal and regular for the government agency. For more discussion of fact sheets, see this staff analysis.

- b. The PDC will presume that every agency may distribute throughout its jurisdiction an objective and fair presentation of the facts for each ballot measure. If the agency distributes more than this jurisdiction-wide single publication, the agency must be able to demonstrate to the PDC that this conduct is normal and regular for that agency. In other words, the agency must be able to demonstrate that for other major policy issues facing the government jurisdiction, the agency has customarily communicated with its residents in a manner similar to that undertaken for the ballot measure.
- c. Agencies are urged to read the definitions of "normal and regular" at WAC 390-05-271 and WAC 390-05-273. **Agencies need to be aware, however, that in no case will the PDC view a marketing or sales effort related to a campaign or election as normal and regular conduct.**

8. The PDC attributes publications or other informational activity of a department or subdivision as the product of the local agency as a whole.

9. Providing an objective and fair presentation of facts to the public of ballot measures that directly impact a jurisdiction's maintenance and operation, even though the measure is not offered by the jurisdiction, may be considered part of the normal and regular conduct of the local agency. The agency must be able to demonstrate that for other major policy issues facing the jurisdiction, the agency has customarily communicated with its residents in a manner similar to that undertaken for the ballot measure.

10. State law provides certain exemptions from the prohibition on the use of public office or agency facilities in campaigns for an elected legislative body, an elected board, council or commission of a special purpose district, and elected officials that are not afforded appointed officials. RCW 42.17A.555 (1) and (2) apply only to these elected bodies and elected officials.**

*Agency means any county, city, town, port district, special district, or other state political subdivision.

**See Chapter 215, Laws of 2006 and AGO 2005 No. 4.

Guidelines for
Local Agency
Officials and
Employees Who
Engage In
Election
Activities

Persons	Permitted	Not Permitted	General Considerations
Agency* Administrators (County Administrator, City Manager, Executive Director, Fire Chief, PUD Manager, Etc.)	• May inform staff during non-work hours[1] of opportunities to participate in campaign activities.[2] • Are encouraged to communicate to staff the difference between acceptable and unacceptable activities related to a ballot measure. • In the course of normal publications for the agency, may distribute an objective and fair presentation of the facts[3] based on and expanded upon the information[4] prepared by the agency in accordance with the normal and regular conduct of the agency.[5] • May speak at community forums and clubs to present factual and objective information on a ballot measure during regular work hours. • May encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections. • May respond to questions regarding a ballot measure if such activity is consistent with his or her normal and regular duties. • May wear campaign buttons or similar items while on the job if the agency's policy generally permits employees to wear political buttons. • May engage in campaign activities on their own time, during non-work hours and without using public resources.	• Shall not pressure or coerce employees to participate in campaign activities. • Shall not use internal memoranda solely for the purpose of informing employees of meetings supporting or opposing ballot measures. • Shall not coordinate informational activities with campaign efforts, in a manner that makes the agency appear to be supporting or opposing a ballot measure. • Shall not use public resources to operate a speakers' bureau in a manner that may be viewed as promoting a ballot measure.	• Has there been communications with staff and with union representatives regarding the prohibition on the use of the agency's internal mail or email system to support or oppose a ballot measure? • Is the distribution of this information consistent with the normal practices of the agency (such as newsletters, websites, or some other format)? • Is the information provided an objective and fair presentation of the facts? • Is the activity consistent with the agency's normal and regular course of business? • Do the materials accurately present the costs and other anticipated impacts of a ballot measure? • For considerations regarding uniforms and related

Persons	Permitted	Not Permitted	General Considerations
Community Groups	May use agency facilities for meetings supporting or opposing a ballot measure to the extent that the facilities are made available on an equal access, nondiscriminatory basis, and it is part of the normal and regular activity of the jurisdiction.	Shall not use agency facilities to produce materials that support or oppose a ballot measure.	
Persons	Permitted	Not Permitted	General Considerations
Local Elected Legislative Body*	May collectively vote to support or oppose a ballot measure at a properly noticed public meeting, where opponents of the measure are given an equal opportunity to express views.[6]	- Shall not pressure or coerce agency management to participate in campaign activities. - Shall not explicitly include passage of a ballot measure in the agency's annual goals.	
Persons	Permitted	Not Permitted	General Considerations

**Local
Government
Elected
Officials**

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> • May engage in political activities on his or her own time, if no public equipment, vehicle or facility is used. (An elected official may use his or her title, but should clarify that he/she is speaking on his/her own behalf, and not on behalf of the agency. If the elected legislative body has adopted a resolution, the official can then speak on behalf of the agency.) • May attend any function or event at any time during the day and voice his or her opinion about a candidate or ballot proposition as long as they are not being compensated and are not using any public equipment, vehicle or other facility. | <ul style="list-style-type: none"> • Shall not direct agency staff to perform tasks to support or oppose campaign activities or ballot measures. • Shall not use public facilities or resources to engage in political activities. | <ul style="list-style-type: none"> • Is the elected official using staff time, a public vehicle, or other public resources? • Has the agency adopted a resolution? If yes, the elected official can speak on behalf of the agency. If not, has the elected official made it clear that he or she is not speaking on behalf of the agency? • Also see
Uniforms and
Related
Equipment
Section below. • Also see
Officials'
Calendars
Section below. |
|--|--|---|

Persons

Permitted

Not Permitted

General Considerations

**Appointed
Officials
(Boards,
Commissions,
and similar
appointed
positions)**

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> • May engage in political activities on his or her own time, if no public equipment, vehicle or facility is used. An appointed official may use his or her title, but should clarify that he/she is speaking on his/her own behalf, and not on behalf of the agency. • May attend any function or event at any time during the day and voice his or her opinion about a candidate or ballot proposition as long as they are not being compensated and are not using any public equipment, vehicle or other facility. | <ul style="list-style-type: none"> • Shall not direct agency staff to perform tasks to support or oppose campaign activities or ballot measures. • Shall not use public facilities or resources to engage in political activities. • Shall not use public facilities to express a collective decision or actually vote upon a motion or resolution to support or oppose a ballot proposition. • Shall not use public facilities to make a statement at a press conference or responding to an inquiry in support or opposition to any ballot proposition. | <ul style="list-style-type: none"> • Is the appointed official using staff time, a public vehicle, or other public resources? • Has the appointed official made it clear that he or she is not speaking on behalf of the agency? • Also see Uniforms and Related Equipment Section below. • Also see Officials' Calendars Section below. |
|---|---|--|

Persons

Permitted

Not Permitted

General Considerations

**Management
Staff or Their
Designees**

- May speak at community forums and clubs to present an objective and fair presentation of the facts on a ballot measure during regular work hours.[7]
- May fully participate in campaign activities, including meeting with citizens' campaign committees to plan strategies, during non-work hours and without the use of public resources.
- May inform staff during non-work hours of opportunities to participate in campaign activities.
- May respond to questions regarding a ballot measure if such activity is consistent with his or her normal and regular duties.
- May wear campaign buttons or similar items while on the job if the agency's policy generally permits employees to wear political buttons.
- May place window signs or bumper stickers on their privately-owned cars, even if those cars are parked on government property during working hours.
- Are encouraged to communicate to staff the difference between acceptable and unacceptable activities related to a ballot measure.
- May encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections.

- Shall not use public resources to operate a speakers' bureau in a manner that may be viewed as promoting a ballot measure.
- Shall not use public resources to promote or defeat a candidate or ballot measure.
- Shall not pressure or coerce employees to participate in campaign activities.
- Shall not use agency resources to organize the distribution of campaign materials.

- Is the management staff using public resources in a manner that promotes or opposes a candidate or a ballot measure?
- Does the presentation accurately present the costs and other anticipated impacts of a ballot measure?
- Does the agency have a policy permitting employees to wear political buttons?
- For considerations regarding agency employees' calendars, see pages 27-28.**Persons**

Persons

Permitted

Not Permitted

General Considerations

**Agency
Employees**

- May speak at community forums and clubs to present an objective and fair presentation of the facts on a ballot measure during regular work hours.
- May inform staff during non-work hours of opportunities to participate in campaign activities.
- May engage in campaign activities on their own time, during non-work hours and without using public resources.
- May respond to questions regarding a ballot measure if such activity is consistent with his or her normal and regular duties.
- May wear campaign buttons or similar items while on the job if the agency's policy generally allows employees to wear political buttons.
- May, during non-work hours, make available campaign materials to employees in lunchrooms and break rooms that are used only by staff or other authorized individuals.
- May place window signs or bumper stickers on their cars, even if those cars are parked on government agency property during working hours.
- May encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections.
- Shall not use work hours or public resources to promote or oppose a candidate or ballot measure (such as gathering signatures, distributing campaign materials, arranging speaking engagements, coordinating phone banks, or fundraising).
- Shall not pressure or coerce other employees to participate in campaign activities.
- Shall not use agency resources to organize the distribution of campaign materials.
- Do the presentations accurately present the costs and other anticipated impacts of a ballot measure?
- Is the employee acting on his or her own time, during non-work hours?
- See section on Agency Employees' Calendars below.

Persons

Permitted

Not Permitted

General Considerations

Union Representatives	• May, during non-work hours, make available campaign materials to union members in lunchrooms and break rooms that are used only by staff or other authorized individuals. • May distribute campaign materials at union-sponsored meetings. • May post campaign materials on a bulletin board, if such a board is in an area that is not accessible to the general public and if such activity is consistent with the agency's policy and the collective bargaining agreements.	• Shall not use the agency's internal mail or email system to communicate campaign-related information, including endorsements. • Shall not distribute promotional materials in public areas.	• Are campaign materials made available only in those areas used solely by staff or other authorized individuals? • Does such distribution occur during non-work hours?
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Activities and Resources	Permitted	Not Permitted	General Considerations
Equipment and Supplies	• Agency employees, in the course of their employment, may use equipment (including but not limited to projectors and computers) to make an objective and fair presentation of the facts at community forums and clubs. • Agency employees, in the course of their employment, may produce information that is an objective and fair presentation of the facts using public resources.	• Public resources (including but not limited to internal mail systems, email systems, copiers, telephone) shall not be used to support or oppose a candidate or ballot measure, whether during or outside of work hours. • Citizens' campaign committees and other community groups shall not use agency equipment (including but not limited to internal mail systems, projectors, computers, and copiers) to prepare materials for meetings regarding ballot measures.	• Do the presentations fairly and objectively present the costs and other anticipated impacts of a ballot measure?

Activities and Resources	Permitted	Not Permitted	General Considerations
Uniforms & Related Equipment <u>Purchased with Non-Public Funds</u>	- Agency employees and campaigns may use uniforms that are not the property of the agency and are rented or purchased with non-public funds (such as campaign funds), to assist campaigns including to support or oppose ballot propositions. - These same provisions apply to related equipment including but not limited to: firearms; badges; nametags; holsters; handcuffs; jackets; belts; vests; agency patches, logos, insignias, emblems; and radios.		
CURRENT Uniforms & Related Equipment[8] <u>Purchased with Public Funds</u>	Agency employees may use or wear their own uniforms to assist a campaign including to support or oppose a ballot proposition. This use includes any part of the employee's own uniform (shirt, pants, shoes, hat, etc.). This use includes clothing that may not appear to be a uniform (example, detective's suit). "Own uniform" means: The employee has purchased the uniform. The agency has not issued, purchased or replaced the uniform, or has not reimbursed the employee for the	- Agency employees shall not use or wear their agency-issued, agency-purchased, agency-owned or agency-replaced uniforms to assist a campaign or to support or oppose a ballot proposition. - This prohibition applies to use of any part of such a uniform (shirt, pants, shoes, hat, etc.). - This same prohibition applies to clothing that may not appear to be a uniform	Are any public funds used to purchase, reimburse, or replace the uniforms or related equipment? See footnote 9.

employee's purchase of the uniform, in whole or in part (such as reimbursement to the employee through a clothing allowance used to pay for the item).[9]

- These same provisions apply to related equipment including but not limited to: firearms; badges; nametags; holsters; handcuffs; hats; jackets; belts; vests; agency patches, logos, insignias, emblems; and radios.

(example, a detective's suit).

- This same prohibition applies to related equipment including but not limited to: firearms; badges; nametags; holsters; handcuffs; jackets; belts; vests; shoes; agency patches, logos, insignias, emblems; and radios.
- Prohibited uses include but are not limited to using or wearing those uniforms at campaign functions or in political advertisements such as TV commercials.
- Exceptions for attending campaign functions in uniform may be made on a case-by-case basis under exigent circumstances.[10]
- Public funds shall not be used to rent or purchase uniforms to assist campaigns, or to support or oppose ballot propositions.
- This same prohibition applies to related equipment including but not limited to: firearms; badges; nametags; holsters; handcuffs; jackets;

belts; vests; agency
patches, logos,
insignias,
emblems; and
radios.

**CURRENT Uniforms &
Related Equipment in
Agency Photos and
Videos**

- Agency photos and agency videos depicting agency employees wearing agency uniforms may be used by a campaign to assist a campaign including to support or oppose ballot proposition, if the photos or videos: (1) were made in the ordinary course of the agency's business, (2) were not "staged" for campaign purposes and, (3) are made available to a campaign on the same terms and conditions as any other member of the public would receive the photos or videos. For example, agency photos or agency videos could be provided in response to a public records request, or by other authorized agency policy.
- This same provision applies to agency photos and agency videos depicting agency personnel wearing or using related equipment, including but not limited to: firearms; badges; nametags; holsters; handcuffs; jackets; belts; vests; agency patches, logos, insignias, emblems; and radios.
- Agency employees shall not make special arrangements for or "stage" the taking of an agency photo or agency video of an employee in uniform so the photo or video can be used for campaign purposes.
- This same prohibition applies to related equipment including but not limited to: firearms; badges; nametags; holsters; handcuffs; jackets; belts; vests; agency patches, logos, insignias, emblems; and radios.
- Was the agency photo or agency video taken in the ordinary course of agency business, and not "staged" for a campaign?
- Was a campaign provided an agency photo or agency video of an employee wearing a uniform in the same manner, and under the same conditions, as any other member of the public requesting the photo or video? For example, was the agency providing it in response to a public records request, or pursuant to authorized agency policies?
- Does the campaign's ad make it clear to voters that the public agency is not endorsing or supporting the candidate or ballot measure, even though an employee in the photo/video is wearing a uniform? It is suggested that a disclaimer be added to the advertising to clarify that the photo/video has been obtained in the manner prescribed by the agency.

**FORMER Uniforms &
Related Equipment [see
Footnote No. 8]**

- When a uniform or piece of related equipment was previously purchased, issued, replaced or reimbursed by the agency and is no longer used by the agency, the item may be used by a campaign to assist a campaign, or support or oppose a ballot measure.
- “No longer used by the agency” means the employee or agency has documented that:
 - The uniform or equipment has exceeded its life expectancy as defined by the agency and/or has been officially retired by the agency;
 - The uniform or equipment has been given or sold to an employee or another person following agency procedures; and,
 - The agency has no expectation the uniform or equipment will be
- Has the employee or campaign documented that the uniform or piece of related equipment is no longer used by the agency?

returned to
or used by
the agency
in the
future.

Activities and Resources	Permitted	Not Permitted	General Considerations
Meeting Facilities	- Agency meeting facilities, including audio visual equipment, may be used by campaign committees for activities on the same terms and conditions available to other community groups, subject to the provisions of the agency's policy. - Use of agency meeting facilities is permitted when the facility is merely a "neutral forum" where the activity is taking place, and the public agency in charge of the facility is not actively endorsing or supporting the activity that is occurring.		- Can community groups typically use agency facilities? - Are facilities made available to all groups on the same terms? - Has the agency adopted a policy regarding the distribution of campaign materials on agency property? - Is the meeting facility customarily made available on an equal access, nondiscriminatory basis for a variety of uses?

Activities and Resources	Permitted	Not Permitted	General Considerations
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Lists	• Lists of names (such as agency vendors or customers) that a agency has obtained or created in the course of transacting its regular public business are subject to public disclosure requirements; thus, unless otherwise exempt, the lists must be released subject to public records requests. • Agencies may charge a pre-established fee to cover the costs of providing copies of such lists on an equal access, nondiscriminatory basis.	• Agencies shall not sell copies of such lists (though they may charge a pre-established fee to recover the costs of providing copies of the lists). • If a list is generally available as a public record, it cannot be denied to a person or group on the grounds that it might be used in a campaign.	• Is the list obtained or created in the course of the agency transacting its public business? • Are the fees charged no greater than necessary to cover the costs of providing copies? • Has the agency complied with established policy in responding to any public record requests?
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Activities and Resources	Permitted	Not Permitted	General Considerations
Voting Information	• Agency personnel may encourage staff and members of the public to vote, as long as such encouragement routinely occurs for other elections. • Public facilities may be used to register people to vote and to do periodic poll checking.	• Agencies shall not pressure or coerce employees to vote. • Agencies shall not organize an effort to encourage staff to wear campaign buttons or display campaign materials.	• Is the activity related to providing voting information for elections, as opposed to advocating for or against a particular candidate or ballot measure?

Activities and Resources	Permitted	Not Permitted	General Considerations
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**Agency Publications
(Specific to Elections)**

- Agencies may develop an objective and fair presentation of the facts regarding agency needs and the anticipated impact of a ballot measure, and may distribute it in the agency's customary manner. This information^[11] may be printed in various languages and communicated in other formats as required by the ADA.
- In the course of regular publications for the agency, the agency may distribute an objective and fair presentation of the facts for each ballot measure in accordance with the normal and regular conduct of the agency.
- Agencies shall not distribute election-related information in a manner that targets specific subgroups. Targeting does not refer to mailing information to agency constituencies such as community leaders, or some other group, or to the agency's regular distribution list to provide information in a manner that is consistent with the normal and regular conduct of the agency.
- Agencies shall not publicize information supporting or opposing a candidate or ballot measure.
- Does the information provide an objective and fair presentation of the facts?
- Is the timing, format, and style, including tone and tenor, of the information presented in a manner that is normal and regular for the agency?
- Is the information distributed in a manner that is normal and regular for the agency?
- Do the materials accurately present the costs and other anticipated impacts of a ballot measure?
- Does the agency typically distribute information by newsletters, websites, or some other format?

Activities and Resources

Permitted

Not Permitted

General Considerations

**Agency Publications
(Regular)**

- Agencies may include all or part of the information regarding agency needs and the anticipated impacts of a ballot measure in the agency's regular publications, such as agency and department
- Agencies shall not use internal memoranda or other agency publications to encourage employees to participate in campaign activities.
- Does the agency routinely distribute such information?
- Does the agency normally inform staff and/or parents of community activities and meetings?

newsletters. (For example, a department newsletter may specifically describe the projects and/or programs planned for that department.)

- Agencies may inform staff and/or others of community meetings related to ballot measures if other such information is normally published in a newsletter or community calendar, and if both those supporting or opposing a ballot measure have the opportunity to appear on the calendar or in the newsletter.
- Agencies may factually report jurisdictional support for a ballot measure, so long as it is the normal and regular conduct for the agency. (For example, a community newsletter that ordinarily reports on governmental actions may report that the jurisdiction adopted a resolution supporting a ballot measure.)
- Agencies may thank citizens for their support after an election in agency publications.

- Agencies shall not publish materials supporting or opposing a candidate or ballot measure.

- Is the information presented in an objective and fair manner?
- Is the agency engaging in significantly different activities during the time period immediately prior to the ballot measure compared to all other times of the year?

Activities and Resources

Permitted

Not Permitted

General Considerations

Reader Boards/Posters

- Information encouraging staff and members of the public to vote, or providing the dates of upcoming elections such as “vote on February ___”, may be posted, as long as such encouragement is customarily posted for elections other than just an agency’s ballot measure.
- Agencies may thank citizens on their reader boards for their support after an election.
- May post objective and fair information at an agency or at a future site regarding anticipated improvements to be funded by a ballot measure that is specific to that agency or site.
- Agencies shall not display a “Vote for” sign or other promotional messages on reader boards or posters.
- Signs advocating for or against candidates or ballot measures shall not be posted on agency property in any area accessible to the general public.
- Publicly owned vehicles shall not be used to carry or display political material.

Activities and Resources**Permitted****Not Permitted****General Considerations**

Surveys and Research

- Agencies may conduct surveys and/or other community research, including demographic questions, to determine the community's priorities, public perception of performance, and/or to inform the community about agency programs and policies.
- Agencies may conduct community research (including but not limited to the use of questionnaires, surveys, workshops, focus groups, and forums) to determine the community's priorities for both programs and/or facilities and their associated total costs and projected dollars per thousand assessment.
- The surveys and/or other community research can be conducted before or after the governing body has approved a resolution to place a ballot measure on the ballot. However, research conducted after the adoption of the resolution may be subject to greater scrutiny.
- Agencies may publish survey results if it is consistent with the normal and regular conduct of the agency.
- Agencies shall not conduct surveys to determine what taxation level the public would support.
- Agencies shall not conduct surveys designed to shore up support or opposition for a ballot measure.
- Agencies shall not target registered voters or other specific subgroups of the jurisdiction in conducting their election-related surveys.
- Agencies shall not use survey results in a manner designed to support or oppose a candidate or ballot measure.
- Has the elected legislative body passed a resolution authorizing a measure to be placed on the ballot? (If so, actions may be more closely scrutinized.)
- Does the election-related survey target specific subgroups?
- Is the survey or community research consistent with normal and regular activities of the agency?

Technology (websites, emails, computerized calling systems)

- An agency may develop an objective and fair presentation of the facts and post that information on its website, including information regarding agency needs and the anticipated impacts of a ballot measure.
This information may be reformatted so that it is consistent with the manner in which the agency customarily presents information on its website.
- Agency websites may permit viewers to make selections to learn about the anticipated impacts of a ballot measure for a specific division, or otherwise allow readers to explore issues in greater or lesser detail.
- Agencies may update the information on their websites in a manner that is customary for the agency.
- Staff may respond to inquiries regarding a ballot measure in an objective and fair manner, via email or by telephone, if it is part of their normal and regular duties.
- Agency computers, email systems, telephones, and other information technology systems shall not be used to aid a campaign for or against a candidate or ballot measure.
- Electronic communication systems shall not be used to generate or forward information that supports or opposes a candidate or ballot measure.
- Agency websites shall not be used for the purposes of supporting or opposing a candidate or ballot measure.
- Are the materials developed an objective and fair presentation of the facts?
- Is the agency engaging in significantly different activities during the time period immediately prior to the ballot measure compared to all other times of the year?
- Do the materials accurately present the costs and other anticipated impacts of a ballot measure?
- Has there been communications with staff and with union representatives regarding the prohibition on the use of the agency's technology to support or oppose a ballot measure?

Activities and Resources

Permitted

Not Permitted

General Considerations

Agency Calendars

- Agency officials, appointees and employees may place on their individual agency calendar the basic information
- Agency officials, appointees and employees shall not use, nor direct their staff to use, public facilities or
- Is the scheduling activity limited to calendaring for the official, appointee or employee?

that he/she is scheduled to be out of the office to attend campaign events.

They may synchronize their personal electronic calendars with agency electronic calendars so long as only basic information gets placed on the agency calendar about campaign events.

- Agency officials, appointees and employees may respond to public inquiries, including from campaigns, about the employee's, appointee's or official's availability on his/her schedule to attend a campaign event.
- A supervising employee, appointee or official may request his or her scheduling assistant (agency staff) to block out time on the supervising employee's, appointee's or official's individual calendar for campaign events.
- A scheduling assistant may receive information and block out time on the supervising employee's, appointee's or official's individual calendar for campaign events, as directed by the supervising employee, appointee or official.

resources to arrange or plan campaign activities, or to assist with a campaign activity. Arranging details of the official's, appointee's or employee's appearance or participation in the campaign activity such as travel logistics, tickets, invitations to other participants, or agenda while at the event, are not permitted. Communicating about the individual's interest and/or potential for participating in planned or possible future campaign events or activities, including endorsement interviews, are not permitted. Those activities must use campaign resources and staff, not public agency resources and staff.

- Agency officials, appointees and employees shall not place their individual campaign-related events on agency-wide distributed calendars such as monthly calendars of agency events, or regularly scheduled newsletters with agency events

- Is the calendaring limited to the ministerial act of placing only basic information about the campaign event (name, date, time, location, duration and contact number) on the official's appointee's or employee's schedule; conducted solely for business and security purposes related to the agency's need to know the official's, appointee's or employee's availability and location; and, to avoid scheduling conflicts?
- Is the calendaring request to a scheduling assistant to block out time (generally or only for specific appointments), on the individual's calendar directed in the first instance by the official appointee or supervising employee to agency staff, and not by a campaign?
- Is the campaign contact information the publicized means by the campaign of reaching the individual who is a candidate or assisting a campaign, for the

- A scheduling assistant may respond to public inquiries, including from campaigns, about the supervising employee's, appointee's or official's availability on his/her schedule to attend a campaign event.
- Agencies may inform staff and/or others of community meetings related to ballot measures if other such information is normally published in a community calendar, and if both those supporting or opposing a ballot measure have the opportunity to appear on the calendar. (See more regarding "Agency Publications – Regular" at p. 22).

provided or distributed to staff or the public.

purpose of scheduling his/her attendance at campaign events, or for participating in other campaign events?

- Do agency staff refer campaign-related inquiries to the campaign when the person contacting the agency seeks information beyond an individual's availability on his/her agency schedule?

Note on Timing of Activities: A particular activity may be subject to the scrutiny of the Public Disclosure Commission depending in part on whether it is a part of the "normal and ordinary" conduct of a local government agency. Generally, activities that occur after the elected legislative body has passed a resolution authorizing a measure to be placed on the ballot will be subject to greater scrutiny by the Public Disclosure Commission than those occurring before such a resolution has been passed.

Note on Agency Policies: The application of these guidelines is also subject to each jurisdiction's own adopted policies.

[1] Agencies may set the definition of work hours for their employees. For example, to the extent that an agency defines the lunch hour as a non-work hour, activities to support or oppose a candidate or a ballot measure that do not use public resources and that are held away from government facilities are permitted during the lunch hour.

[2] RCW 42.17A.495(2) provides that "[n]o employer or labor organization may discriminate against an officer or employee in the terms or conditions of employment for (a) the failure to contribute to, (b) the failure in any way to support or oppose, or (c) in any way supporting or opposing a candidate, ballot proposition, political party, or political committee."

[3] Throughout these guidelines, the clause "objective and fair presentation of the facts" means that in addition to presenting the facts, the materials should present accurately the costs and other anticipated impacts of a ballot measure.

[4] For the purposes of these guidelines, "information" refers to the documents prepared, printed, and mailed to persons within the governmental jurisdiction by that agency solely for the purposes of informing residents regarding an upcoming ballot measure. The agency may continue to distribute information consistent with the customary practices of the agency, including but not limited to newsletters, websites, and multi-lingual documents. These publications may continue, but if they discuss the ballot measure, the information needs to be an objective and fair presentation of the facts.

[5] For the purpose of these guidelines, the term “normal and regular” is defined in WAC 390-05-273 and clarified further by WAC 390-05-271.

*Agency means any county, city, town, port district, special district, or other state political subdivision.

[6] RCW 42.17A.555(1) provides that action may be “taken at an open public meeting by members of an elected legislative body or by an elected board, council, or commission of a special purpose district including, but not limited to, fire districts, public hospital districts, library districts, park districts, port districts, public utility districts, school districts, sewer districts, and water districts, to express a collective decision, or to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view;”.

* The term “elected” modifies the term “body,” connoting that the body itself must be elected. “We therefore conclude that bodies composed in any of the three ways you suggest in your question are not elected bodies for purposes of RCW 42.17.130 [the former codification of RCW 42.17A.555]. Bodies containing a combination of elected or appointed members, bodies whose members serve ex officio by virtue of being elected to another office, or informal groups of elected officials from different jurisdictions are not “elected” for purposes of this analysis.” (AGO 2005 No. 4, Page 4)

[7] Agencies may set the definition of work hours for their employees. For example, to the extent that a agency defines the lunch hour as a non-work hour, activities to support or oppose a candidate or a ballot measure that do not use public resources and that are held away from agency facilities are permitted during the lunch hour.

[8] For members of the judiciary subject to the Code of Judicial Conduct, see PDC Interpretation 00-03.

[9] An agency’s reimbursement for or other means of providing for cleaning/maintenance of uniforms or related equipment does not convert the privately-purchased item to a public facility.

10 For example, in examining all the surrounding circumstances, the Commission may determine that an enforcement action will not proceed when public safety and the demands of the public employee’s office with respect to an ongoing law enforcement matter unexpectedly required the official to remain in uniform at a campaign function, and if that uniform use is part of the agency’s “normal and regular” activities under those circumstances. However, the Commission anticipates these situations will be rare and isolated. This exception does not apply when campaigns or employees may seek to use agency uniforms and related equipment under other circumstances, or for other campaign activities such as in political advertising.

[11] For the purposes of these guidelines, “information” refers to the documents prepared, printed, and mailed jurisdiction-wide by the agency solely for the purposes of informing residents regarding an upcoming ballot measure. The agency may continue to distribute information consistent with the customary practices of the agency, including but not limited to newsletters, websites, and multi-lingual documents. These publications may continue, but if they discuss the ballot measure, the information should be an objective and fair presentation of the facts.

Cite as PDC Interpretation No. 04-02

Approved: September 28, 2004 | Amended September 28, 2006, August 23, 2012 and May 22, 2013

References: RCW 42.17.555

See also: WACs 390-05-271 and 390-05-273

Source URL: <https://www.pdc.wa.gov/learn/guidelines-local-government>



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11e

DATE: March 24th, 2022

SUBJECT: Authorize Mayor Roberts to sign on-call contracts with Bonner Electrical Contracting LLC and VP Electrical Service Inc.

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - Bid tabs
B - Bonner Electrical Contracting LLC Contract
C – VP Electrical Service Inc. Contract

ISSUE

The issue in front of Council is to authorize the mayor to enter into on-call contracts with Bonner Electrical Contracting LLC and VP Electrical Service, Inc.

SUMMARY STATEMENT

City staff posted a request for proposal (RFP) on February 16, 2022, to electrical firms on the MRSC Small Works Roster for proposals from qualified, licensed, full-time electricians to provide on-call services for all city owned buildings, facilities, and sites. The contractor would provide electrical repairs, upgrades, installations, and replacements for components of city facilities and infrastructure on an as-needed basis during the contract period.

The purpose of the RFP is to provide interested contractors the necessary information for preparing quotes for electrical services that will meet the city's specific needs so the city can award a contract that guarantees response time and rates. The authorized expenditure limitation under the contract shall not exceed fifty thousand dollars (\$50,000.00). In addition, the contractor is not authorized to exceed \$5,000 per individual job without an authorized written task approval order form.

DISCUSSION

At times the city has a need to complete work using a licensed electrician. There is no licensed electrician on staff so an outside person or firm must be hired when necessary. Usually the need for electrical work arises when a component or components of a system are not working so time is of the essence. Having an electrician on call gives staff the flexibility to remedy a problem quickly.

FINANCIAL IMPACT

The contract will not guarantee a certain number of hours or annual sum paid. No single job shall exceed \$5,000.00 without authorization under the terms of this contract. It is up to the expertise of the contractor to estimate the initial cost of each individual job or project and provide an estimate to the city's representative. The city shall pay the contractor for satisfactory completion of a project under the contract a total contract sum not to exceed fifty thousand dollars (\$50,000) in accordance with the proposal price. The total contract sum includes all expenses and costs incurred in planning, designing, and constructing the task/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.

Project costs will come from the appropriate funding source for the work being done (i.e., water projects from the water fund, wastewater projects from the wastewater fund, etc.).

COMMITTEE RECOMMENDATIONS

This has not been through the Public Works Committee.

CITY COUNCIL OPTIONS

- 1) Authorize the mayor to enter into contracts with Bonner Electrical Contracting LLC and VP Electrical Service, Inc. to provide on-call electrical work.
- 2) Reject all bids and repost for pricing.
- 3) Reject all bids and do not have an on-call electrician.
- 4) Send to the Public Works Committee for further discussion.

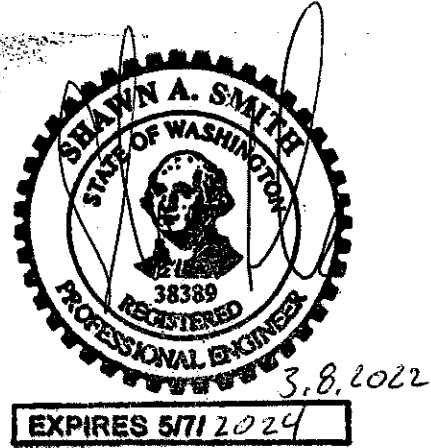
RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO AN ON-CALL CONTRACT WITH BONNER ELECTRICAL CONTRACTING LLC NOT TO EXCEED \$50,000.

I MOVE TO AUTHORIZE THE MAYOR TO ENTER INTO AN ON-CALL CONTRACT WITH VP ELECTRICAL SERVICE, INC. NOT TO EXCEED \$50,000.

On-Call Electrical Services
Bid Opening: Tuesday, March 8, 2022 @ 2PM

	business name	Bonner Electrical	VP Electrical Service Inc.	Day Wireless Systems	VECA Electric & Tech LLC
	owners name	Brad Ellis- Owner	Wilson Igna- Project Manager	Mike Wicklander- Manager	Alyssa Kestrel- Manager
	address	1419 Dike RD	2301 Market St. Suite 135	PO Box 22169	5614 7th AVE S
	city, st, zip	Mount Vernon WA 98273	Mount Vernon WA 98273	Milwaukie, OR 97269	Seattle WA 98108
	phone	360-421-9094	360-899-4867	503-659-1240	360-988-1301
	email	brad@bonnerec.com	wilson@vppoweron.com	mwicklander@daywireless.com	servvice@veca.com
Item	RATES				
1	Regular Hourly Rates, Mon-Fri, 8am-5pm	\$90.00	\$125.00	\$130.00	\$140.00
2	After Hours Rates, Mon-Fri	\$135.00	\$187.50	\$165.00	\$190.00
3	Weekend Rates	\$135.00	\$187.50	\$165.00	\$245.00
4	Holiday Rates	\$180.00	\$250.00	\$165.00	\$245.00
5	Other fees or charges	n/a	Trip- \$50.00	Permit Fees	\$85 Dispatch + Set Up Electrician Vehicle- Stocked with tools and common Electrical parts \$10/hr
	RESPONSE TIME				
6	Regular Hours Mon-Fri	1 Hr.	1 Hr.	2 Hr.	24 Hr
7	Urgent (risk of property damage or long term health risk)	1 Hr.	45 Min	2 Hr.	20-30 Min
8	Emergency (high risk or danger of injury or loss of life)	1 Hr.	45 Min	2 Hr.	20-30 Min
9	Number of employees available for emergency calls	2	4	120/2	3
	TYPES OF WORK LICENSED TO PROVIDE				
10	Low Voltage Installations	x	x	x	x
11	Fiber Optic/Voice Data	x	x	x	x
12	CCTV	x	x	x	
13	Security Maintenance	x	x	x	
14	Other	All Electrical	Fire Alarm MVAC Controls Line Voltage	Genral Electrical	Medium & High Voltage Safety & Maintenance including dent meter, IR, and ultrasonic testing
	Materials not provided	% MARK UP	% MARK UP	% MARK UP	% MARK UP
15	Markup of materials above vendor cost	25%	15%	20%	25%



SMALL PUBLIC WORKS CONTRACT

ATTACHMENT B

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this 24th day of March 2022, by and between **BONNER ELECTRICAL CONTRACTING, LLC** and **licensed in Washington State** ("Contractor"), and the City of Stanwood, a municipal corporation ("City").

WHEREAS, the City desires On-Call electrical services; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out and complete said work and submitted a bid/proposal to the City to do said work; and

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

WHEREAS, the terms and conditions of the Request for Proposals dated February 16, 2022, for On-call Electrical Services are incorporated into 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 On-Call Electrical Services as assigned per individual Task Approval Orders in accordance with this Contract and the incorporated Contract Documents specified in Section 2. Each Task/Project shall be completed per the completion date on the Task Approval Order Form.

2. Contract Documents.

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

- a. Scope of Work
- b. Bid Proposal/Bid Documents
- c. Task Approval Order Form
- d. Prevailing Wage Rates
- e. 2010 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (*referenced but not attached*).
- d. 2010 APWA Supplement General Special Provisions (*referenced but not attached*).

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 following conditions have been met by the Contractor:

- 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 and UBI number.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- e. These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor.
- f. City has issued a Task Approval Order for jobs that exceed five thousand dollars (\$5,000.00).

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 Task/Project work to physical completion by the date specified in the Task Approval Order. 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 **fifty thousand dollars (\$50,000)** in accordance with the 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 Task/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. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of Contractor's Intent to Pay Prevailing Wages prior to payment. Affidavits of Payment of Prevailing Wage shall be submitted after completion of each Task.

c. Payments shall be for Performance of Project Work assigned per the Task Approval Order Form. 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.

d. 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.

e. Payments. 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. Progress payments shall be subject withholding in accordance with subsection (g) below.

f. 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.

g. Final Payment. As a small public works project under \$50,000, the City shall not withhold statutory retainage under RCW Chapter 60.28 and shall not require a payment and performance bond; provided, however, that in lieu of said requirements, the parties agree that City shall not make the Final Payment and shall withhold fifty percent (50%) of the Contract amount for a period of thirty (30) days after the date of Final Acceptance of the Task, or until receipt by the City of all necessary releases from the Department of Revenue and the Department of Labor and Industries and sufficient documentation (i.e., releases) demonstrating settlement of any liens filed under RCW Chapter 60.28, whichever is later.

h. Final Acceptance. Final Acceptance of the Project is determined when the Task/Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

i. 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 as established by Task Approval Orders 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.

j. 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 City, 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, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

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 other applicable provision of the Contract. In no event shall the term of this Contract exceed one year.

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 demonstrate 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/Task. 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/Task 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/Task.

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 its Proposal accordingly, and that the Contractor assumes 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 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 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.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

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

e. 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.

The Contractor shall procure, and maintain for the duration of the Contract, 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 Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working 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, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on 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 Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. 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 floor 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. Builder's Risk coverage shall only be required if directed by the Task Approval Order.

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

"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."

d. Acceptability of Insurers.

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

e. Verification of Coverage.

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, the Contractor shall provide the City with proof of insurance upon request by the City.

f. 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.

g. 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.

h. 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.

i. Notice of Cancellation of Insurance.

In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to 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 the City's Contract Representative **KEVIN HUSHAGEN** and shall be administered for the Contractor by the Contractor's Contract Representative **BRAD ELLIS**. 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 the City:

Kevin Hushagen, PW Director
City of Stanwood
10220 - 270th Street NW
Stanwood, WA 98292
360-629-9781

To the Contractor:

Brad Ellis, Owner
Bonner Electrical
1419 Dike Road
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 CONTRACTING, LLC

By: _____
Sid Roberts, Mayor

By: _____
Brad Ellis, Owner

Approved as to form:

Attest:

By: _____
Grant Weed, City Attorney

By: _____
Lisa Sokolik, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this 24th day of March 2022, by and between VP Electrical Service Inc. **and licensed in Washington State** ("Contractor"), and the City of Stanwood, a municipal corporation ("City").

WHEREAS, the City desires On-Call electrical services; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out and complete said work and submitted a bid/proposal to the City to do said work; and

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

WHEREAS, the terms and conditions of the Request for Proposals dated February 16, 2022, for On-call Electrical Services are incorporated into 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 On-Call Electrical Services as assigned per individual Task Approval Orders in accordance with this Contract and the incorporated Contract Documents specified in Section 2. Each Task/Project shall be completed per the completion date on the Task Approval Order Form.

2. Contract Documents.

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

- a. Scope of Work
- b. Bid Proposal/Bid Documents
- c. Task Approval Order Form
- d. Prevailing Wage Rates
- e. 2010 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (*referenced but not attached*).
- d. 2010 APWA Supplement General Special Provisions (*referenced but not attached*).

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 following conditions have been met by the Contractor:

- 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 and UBI number.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.
- e. These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor.
- f. City has issued a Task Approval Order for jobs that exceed five thousand dollars (\$5,000.00).

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 Task/Project work to physical completion by the date specified in the Task Approval Order. 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 **fifty thousand dollars (\$50,000)** in accordance with the 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 Task/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. Statement of Intent to Pay Prevailing Wages. The Contractor shall provide the City with a copy of Contractor's Intent to Pay Prevailing Wages prior to payment. Affidavits of Payment of Prevailing Wage shall be submitted after completion of each Task.

c. Payments shall be for Performance of Project Work assigned per the Task Approval Order Form. 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.

d. 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.

e. Payments. 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. Progress payments shall be subject withholding in accordance with subsection (g) below.

f. 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.

g. Final Payment. As a small public works project under \$50,000, the City shall not withhold statutory retainage under RCW Chapter 60.28 and shall not require a payment and performance bond; provided, however, that in lieu of said requirements, the parties agree that City shall not make the Final Payment and shall withhold fifty percent (50%) of the Contract amount for a period of thirty (30) days after the date of Final Acceptance of the Task, or until receipt by the City of all necessary releases from the Department of Revenue and the Department of Labor and Industries and sufficient documentation (i.e., releases) demonstrating settlement of any liens filed under RCW Chapter 60.28, whichever is later.

h. Final Acceptance. Final Acceptance of the Project is determined when the Task/Project is accepted by the Public Works Director or designee as being one hundred percent (100%) complete.

i. 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 as established by Task Approval Orders 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.

j. 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 City, 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, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

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 other applicable provision of the Contract. In no event shall the term of this Contract exceed one year.

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 demonstrate 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/Task. 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/Task 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/Task.

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 its Proposal accordingly, and that the Contractor assumes 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 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 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.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

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

e. 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.

The Contractor shall procure, and maintain for the duration of the Contract, 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 Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working 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, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on 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 Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. 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 floor 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. Builder's Risk coverage shall only be required if directed by the Task Approval Order.

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

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

ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

"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."

d. Acceptability of Insurers.

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

e. Verification of Coverage.

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, the Contractor shall provide the City with proof of insurance upon request by the City.

f. 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.

g. 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.

h. 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.

i. Notice of Cancellation of Insurance.

In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to 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 the City's Contract Representative **KEVIN HUSHAGEN** and shall be administered for the Contractor by the Contractor's Contract Representative **VALENTYN PESHKO**. 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 the City:

Kevin Hushagen, PW Director
City of Stanwood
10220 - 270th Street NW
Stanwood, WA 98292
360-629-9781

To the Contractor:

Valentyn Peshko, Owner
VP Electrical Services Inc.
2301 Market St. Suite 135
Mount Vernon, WA 98273
360-899-4867

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

VP Electrical Service, Inc

By: _____
Sid Roberts, Mayor

By: _____
Valentyn Peshko, Owner

Approved as to form:

Attest:

By: _____
Grant Weed, City Attorney

By: _____
Lisa Sokolik, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor