



CITY COUNCIL COMMITTEE MEETING AGENDA

Public Works Committee / Parks Committee

This meeting will be conducted in person and online, connection information is listed below and will be posted on the City Website calendar – [City Website Calendar Link](#)

Monday, April 4, 2022, 5:30 PM

1. Lease Agreements with Stanwood Lacrosse
2. Lease Agreement with North County Youth Soccer Association
3. 6-year Transportation Improvement Plan (TIP) 2023-2028 second review

[Join Zoom Meeting](#)

Webinar ID: 841 9653 6857
Passcode: 341209
Telephone: (253) 215 8782



CITY OF STANWOOD

Public works Committee STAFF REPORT

ITEM NUMBER: 1

DATE: April 4, 2022

SUBJECT: Stanwood Lacrosse Lease Agreement

CONTACT PERSON: Kevin Hushagen

ATTACHMENTS: A – Lease Agreement

PURPOSE

Public Works Committee is being asked to review and provide input on an annual lease agreement (Attachment A) with Stanwood Lacrosse to use the southwest corner of the Public Works Park Department shop located at Heritage Park 9600 276th Street NW as a storage room for sports equipment. It was brought to the city's attention that Stanwood Lacrosse is currently using the storage unit, and a new lease agreement needs to be signed.

BACKGROUND

In 2006, the southwest corner of the Parks Department shop at Heritage Park was walled off to create a 14' X 14' storage room. The only access to the storage room is from the outside. Stanwood Lacrosse has been renting the storage room since 2013. The last lease agreement was signed in 2017 and allowed a 2-year automatic renewal. The lease agreement expired in 2019, Stanwood Lacrosse would like to renew the lease agreement.

DISCUSSION

The Stanwood Lacrosse current lease for the 14' X 14' storage room located in the southwest corner of the Public Works Parks Department shop located at Heritage Park 9600 276th Street NW expired June 30, 2019.

Stanwood Lacrosse wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of Stanwood Lacrosse equipment.

The City wishes to ensure City property housed in the Shop is secure through this agreement.

The term of this agreement shall be effective from **January 1, 2022, until June 30, 2022.** The agreement may be automatically renewed by the parties for two (2) additional six (6) month terms.

Stanwood Lacrosse will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

The City shall pay for utilities, such as power, heat, gas, and garbage.

Stanwood Lacrosse shall only be allowed on the premises during park hours (posted at the entrance of the park). Stanwood Lacrosse will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times. Stanwood Lacrosse, its employees, volunteers, guests, invitees, and anyone in its control shall park in designated parking area only.

FISCAL IMPACT

The financial impact to the City will be positive. The proposed monthly lease fee is one hundred dollars (\$100.00).

The city will continue to pay for utilities, such as power, heat, gas, and garbage. Staff does not anticipate any unbudgeted expenses since the lease agreement use is for the sole purpose of storing equipment.

**FACILITY LEASE AGREEMENT
CITY OF STANWOOD and
STANWOOD LACROSSE**

The parties hereto are the CITY OF STANWOOD, a municipal corporation of the State of Washington, ("City") and the STANWOOD LACROSSE, a non-profit Washington corporation, ("STANWOOD LACROSSE").

RECITALS

WHEREAS, The City of Stanwood is the legal owner of record of Heritage Park (Snohomish County, Washington, Parcel 32032400413200), legally described on **Exhibit 1** attached hereto, generally located at 9600 276th Street NW, Stanwood, WA 98292, hereinafter referred to as "Premises"; and

WHEREAS, The City's park department's shop, hereinafter referred to as "Shop", which houses tools and equipment, which includes but is not limited to riding lawn mowers, a backhoe, a bucket truck and a vactor truck is located at Heritage Park; and

WHEREAS, The SW corner of the Shop has been walled off to create a 14' X 14' sport equipment storage room, depicted on **Exhibit 2** attached hereto, hereinafter referred to as "Storage Room", which can be accessed only from the outside; and

WHEREAS, STANWOOD LACROSSE wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of STANWOOD LACROSSE equipment; and

WHEREAS, STANWOOD LACROSSE has further expressed an interest in constructing improvements to the Storage Room; and

WHEREAS, The City wishes to ensure City property housed in the Shop is secure through this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

1. AGREEMENT AND DESCRIPTION. Upon the terms and conditions hereinafter set forth, the City does hereby provide to the STANWOOD LACROSSE the exclusive use of the Storage Room depicted on **Exhibit 2** located in the Shop situated on the property described in **Exhibit 1**.

2. BUSINESS PURPOSE.

- a) The Premises is to be used primarily for the purpose of storing sports equipment. No flammable or explosive materials, hazardous substances or any material or thing which could constitute a danger to the Shop or a hazard to the public shall be stored in the Storage Room at any time.
- b) This lease agreement prohibits STANWOOD LACROSSE, its employees, volunteers, guests, invitees and anyone in its control, from engaging in activities which would interfere

with the rights of, or quiet enjoyment of the premises by others permitted by the City to use the premises.

3. **TERM.** The term of this agreement shall be effective from January 1, 2022 until June 30, 2022. The agreement may be automatically renewed by the parties for two (2) additional six (6) month terms unless terminated in accordance with section 3 (a).

a) Termination. Either party may terminate this agreement with sixty (60) days written notice to the other party in accordance with section 17.

4. **RENTAL FEE.** STANWOOD LACROSSE will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

5. **UTILITIES.** The City shall pay for utilities, such as power, heat, gas, and garbage.

6. **ACCESS.**

- a) STANWOOD LACROSSE shall only be allowed on the premises during park hours which are posted at the entrance of the park.
- b) STANWOOD LACROSSE will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times.
- c) STANWOOD LACROSSE, its employees, volunteers, guests, invitees and anyone in its control shall park in designated parking area only.

7. **CARE OF PREMISES.**

- a. The STANWOOD LACROSSE shall at all times keep the Storage Room neat, clean and in a sanitary condition and shall at all times preserve said Storage Room in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- b. All maintenance and operating costs shall be borne by the City. This includes but is not limited to, all HVAC systems and fixtures and the replacement or major repairs to these systems unless said replacement or repairs are necessitated by STANWOOD LACROSSE neglect.
- c. The STANWOOD LACROSSE will commit or permit no waste, damage or injury to the Storage Room.
- d. The STANWOOD LACROSSE shall be responsible for replacement of keys or rekeying of the premises if keys are lost or stolen and city assets are deemed by the city to be at risk. If STANWOOD LACROSSE uses a key code pad, STANWOOD LACROSSE will change the code at the end of each season and provide the City with the new code.

8. **MAINTENANCE OF GROUNDS.** The City shall maintain the grounds and parking areas.

9. **STORAGE OF MATERIALS, SUPPLIES, ETC.** The STANWOOD LACROSSE covenants not store or deposit materials, supplies or other objects on the premises without the permission of the

City. Failure of STANWOOD LACROSSE to fully carry out this agreement shall be a breach of covenant of this agreement.

10. HAZARDOUS WASTES. The STANWOOD LACROSSE covenants not to bring dangerous wastes, hazardous wastes or extremely hazardous wastes as defined by RCW 70.105.010, et seq. to the premises or allow any of its employees, volunteers, guests or others under its control to do so, and shall at STANWOOD LACROSSE's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. STANWOOD LACROSSE shall promptly notify the City and North County Fire of the existence of dangerous wastes, hazardous wastes or extremely hazardous wastes as required by state and federal regulations. STANWOOD LACROSSE shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. STANWOOD LACROSSE shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

11. VACATING THE PREMISES. STANWOOD LACROSSE agrees that at the expiration or sooner termination of this agreement, the STANWOOD LACROSSE will quit and surrender said premises without notice and in a neat and clean condition and will deliver to the City all keys to all buildings on the premises.

12. INDEMNITY. All personal property on said premises shall be at the risk of STANWOOD LACROSSE. The City shall not be liable for any damage, either to person or property, sustained by STANWOOD LACROSSE or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected, or due to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of STANWOOD LACROSSE or other occupants of said buildings or any other persons, or due to the happening of any accident from any cause in or about said buildings. STANWOOD LACROSSE covenants to protect, save and indemnify City, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of STANWOOD LACROSSE employees or third parties on account of personal injuries, death or damage to property arising out of the premises occupied by STANWOOD LACROSSE or in any way resulting from the willful or negligent acts or omissions of the STANWOOD LACROSSE and/or its agents, employees or representatives.

City covenants to protect, save and indemnify STANWOOD LACROSSE its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of the City's obligations under this agreement or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

13. LIABILITY INSURANCE. STANWOOD LACROSSE shall at all times carry and maintain Commercial General Liability and Property Insurance in a company or companies rated in the current edition of Best's General Ratings as a least A (Excellent) and Financial Size Category of not less than Class X or in such other company or companies not so rated which may be acceptable to the City, insuring STANWOOD LACROSSE against all claims for damages for personal injury, including death and against all claims for damage and destruction of property, which may arise by the acts or negligence of the STANWOOD LACROSSE, its agents, employees

or servants or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million

Dollars (\$2,000,000.00) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. City shall be named in all such policies as an additional insured and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to the City. Each such policy shall provide that the policy may not be cancelled without the company first giving the City at least thirty (30) days written notice. STANWOOD LACROSSE insurance shall be primary.

14. FIRE INSURANCE. The City shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on the building. Contents owned by the STANWOOD LACROSSE in the building shall be covered under the STANWOOD LACROSSE insurance.

15. ASSIGNMENT AND SUBLETTING. STANWOOD LACROSSE shall not sublet or assign any portion of the Storage Room covered by this Agreement without the express written consent of City.

16. STANWOOD LACROSSE EMPLOYEES AND VOLUNTEERS. This Lease is not intended in any fashion to create the relationship of employer-employee with respect to the City and STANWOOD LACROSSE or its employees or volunteers. Neither STANWOOD LACROSSE nor any person employed by or any volunteer of STANWOOD LACROSSE is to be considered at any time an employee of the City. Neither party to this Lease is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Lessee agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to STANWOOD LACROSSE and its employees and volunteers. STANWOOD LACROSSE shall be solely responsible for all of its employee benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as STANWOOD LACROSSE may wish to provide.

17. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this agreement:

City of Stanwood

Stanwood Lacrosse

Kevin Hushagen
Public Works Director
10220 207th Street NW
Stanwood, WA 98292
(360) 629-9782 | fax (360) 629-0867

Name and Title
Address: _____
Stanwood, WA 98292
Phone: _____

18. GOVERNMENTAL FEES. Except for those which may be approved by Resolution of the City Council of the City of Stanwood, all fees due under applicable law to the City, County or State on account of any inspection made on premises by any officer thereof shall be paid by STANWOOD LACROSSE.

19. **SIGNS.** There shall be no signs or symbols allowed on the door or upon the exterior part of the Shop.

20. **ALTERATIONS.** The STANWOOD LACROSSE shall not make any material alterations, additions or improvements to the Storage Room without written consent of the City and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the STANWOOD LACROSSE and shall become the property of the City except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this agreement, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the STANWOOD LACROSSE shall perform work with the consent of the City, as aforesaid, STANWOOD LACROSSE agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities. The STANWOOD LACROSSE further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures and become part of the real estate upon being installed in any building.

21. **DEFAULT AND RE-ENTRY.** If the STANWOOD LACROSSE shall violate or default in any of the covenants and agreements therein contained, then the City may cancel this agreement upon giving the written notice required by law. Notwithstanding anything contained herein to the contrary, City shall provide STANWOOD LACROSSE with written notice of default and shall allow the STANWOOD LACROSSE a ten (10) day period to cure (or, in case of impracticability, commence to cure) such default.

22. **COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this agreement or to recover for breach of any provision of this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court and all costs and expenses incurred by the reason of the breach or default by the other under this agreement.

23. **NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

24. **REMOVAL OF PROPERTY.** In the event of default and failure to cure or taking possession of the premises as aforesaid, the City shall have the right but not the obligation to remove from the premises all personal property located therein or thereon and may store the same in any place selected by City, including but not limited to a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property with notice to the STANWOOD LACROSSE after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from STANWOOD LACROSSE to City under any of the terms hereof and the balance, if any, to be paid to STANWOOD LACROSSE.

25. **HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this agreement shall be binding upon and inure to

the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

26. **HOLD OVER.** If the STANWOOD LACROSSE shall, with the written consent of City, hold over after the expiration of the term of this agreement, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy STANWOOD LACROSSE agrees to pay City the same rate of rental as set forth herein, unless a different rate is agreed upon and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

27. **VENUE.** The venue of any suit which may be brought by either party under the terms of this agreement or growing out of the tenancy under this agreement shall at the option of the City be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 14th day of April 2022.

CITY OF STANWOOD

STANWOOD LACROSSE

Sid Roberts, Mayor

(print name and title)

(signature)

Attest:

Lisa Sokolik, City Clerk

Approved as to form:

Nikki Thompson, City Attorney

Exhibit 1

Address:
Heritage Park
9600 - 276th Street NW
Stanwood, WA 98292

PROPERTY DESCRIPTION	SEC 24 TWP 32 RGE 03TH PTNSE1/4 DAF – COR SD SEC TH S01*06 17E ALG ELN SD SEC DIST 1086.36FT TH N87*06 17W DIST 1452FT TH S75*23 43W DIST 339.06FT TO INT SLY PROLNG OF E LNAS STAKED OF TH 1.02 AC PAR SHOWN ON SURVY REC VOL 27 OF SURVYS PG 63 TH N01*42 19W ALG SLY PROLNG SD E LN DIST 41.58FT TH S76*55 10W DIST 164.18FT TOINT OF SLY PROLNG OF E LN PAR SHOWN ON SURVY REC VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SLY PROLNG SD E LN DIST 40.79FT TO SE COR SD PAR TH N76*55 10E DIST 177.12FT TH NO01*42 19W DIST226.31FT TH S89*34 55W DIST 173.95FT TO E LN TH PAR SHOWN ON REC SURVY VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SD E LN & ITS NLY PROLNG DIST 771.54FT TO E-WCTR SD SEC LN TH N89*30 10E ALG SD CTR SEC LN DIST 1951.68FT TO POB PER CITY STAN BLA REC AF 9307080357 & BLA 9307080359
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CITY OF STANWOOD

Public works Committee STAFF REPORT

ITEM NUMBER: 2

DATE: April 4, 2022

SUBJECT: North County Youth Soccer Association

CONTACT PERSON: Kevin Hushagen

ATTACHMENTS: A – Lease Agreement

PURPOSE

Public Works Committee is being asked to review and provide input on an annual lease agreement (Attachment A) with North County Youth Soccer Association to use the southwest corner of the Public Works Park Department shop located at Heritage Park 9600 276th Street NW as a storage room for sports equipment.

BACKGROUND

In 2006, the southwest corner of the Parks Department shop at Heritage Park was walled off to create a 14' X 14' storage room. The only access to the storage room is from the outside. North County Youth Soccer Association has been renting the storage room since 2013. The last lease agreement was signed in 2019 and allowed a 2-year automatic renewal. The lease agreement expired in 2021 and North County Youth Soccer Association would like to renew the lease agreement.

DISCUSSION

The North County Youth Soccer Association current lease the 14' X 14' storage room located in the southwest corner of the Public Works Parks Department shop located at Heritage Park 9600 276th Street NW expired December 31st 2021.

North County Youth Soccer Association wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of Stanwood Lacrosse equipment.

The City wishes to ensure City property housed in the Shop is secure through this agreement.

The term of this agreement shall be effective from **July 1, 2022 until December 31, 2022.** The agreement may be automatically renewed by the parties for two (2) additional six (6) month terms.

North County Youth Soccer Association will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

The City shall pay for utilities, such as power, heat, gas, and garbage.

North County Youth Soccer Association shall only be allowed on the premises during park hours (posted at the entrance of the park). North County Youth Soccer Association will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times. Stanwood Lacrosse, its employees, volunteers, guests, invitees, and anyone in its control shall park in designated parking area only.

FISCAL IMPACT

The financial impact to the City will be positive. The proposed monthly lease fee is one hundred dollars (\$100.00).

The city will continue to pay for utilities, such as power, heat, gas, and garbage. Staff does not anticipate any unbudgeted expenses since the lease agreement use is for the sole purpose of storing equipment.

**FACILITY LEASE AGREEMENT
CITY OF STANWOOD and
NORTH COUNTY YOUTH SOCCER ASSOCIATION**

The parties hereto are the CITY OF STANWOOD, a municipal corporation of the State of Washington, ("City") and the North County Youth Soccer Association, a non-profit Washington corporation, ("NCYSA").

RECITALS

WHEREAS, The City of Stanwood is the legal owner of record of Heritage Park (Snohomish County, Washington, Parcel 32032400413200), legally described on **Exhibit 1** attached hereto, generally located at 9600 276th Street NW, Stanwood, WA 98292, hereinafter referred to as "Premises"; and

WHEREAS, The City's park department's shop, hereinafter referred to as "Shop", which houses tools and equipment, which includes but is not limited to riding lawn mowers, a backhoe, a bucket truck and a vactor truck is located at Heritage Park; and

WHEREAS, The SW corner of the Shop has been walled off to create a 14' X 14' sport equipment storage room, depicted on **Exhibit 2** attached hereto, hereinafter referred to as "Storage Room", which can be accessed only from the outside; and

WHEREAS, NCYSA wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of NCYSA soccer equipment; and

WHEREAS, NCYSA has further expressed an interest in constructing improvements to the Storage Room; and

WHEREAS, The City wishes to ensure City property housed in the Shop is secure through this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

1. **AGREEMENT AND DESCRIPTION.** Upon the terms and conditions hereinafter set forth, the City does hereby provide to the NCYSA the exclusive use of the Storage Room depicted on **Exhibit 2** located in the Shop situated on the property described in **Exhibit 1**.

2. **BUSINESS PURPOSE.**

- a) The Premises is to be used primarily for the purpose of storing sports equipment. No flammable or explosive materials, hazardous substances or any material or thing which could constitute a danger to the Shop or a hazard to the public shall be stored in the Storage Room at any time.

- b) This lease agreement prohibits NCYSA, its employees, volunteers, guests, invitees and anyone in its control, from engaging in activities which would interfere with the rights of, or quiet enjoyment of the premises by others permitted by the City to use the premises.

3. **TERM.** The term of this agreement shall be effective from July 1, 2022 until December 31, 2022. The agreement may be automatically renewed by the parties for two (2) additional six (6) month terms July 1st until December 31st unless terminated in accordance with section 3 (a).

- a) Termination. Either party may terminate this agreement with sixty (60) days written notice to the other party in accordance with section 17.

4. **RENTAL FEE.** NCYSA will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

5. **UTILITIES.** The City shall pay for utilities, such as power, heat, gas, and garbage.

6. **ACCESS.**

- a) NCYSA shall only be allowed on the premises during park hours which are posted at the entrance of the park.
- b) NCYSA will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times.
- c) NCYSA, its employees, volunteers, guests, invitees and anyone in its control shall park in designated parking area only.

7. **CARE OF PREMISES.**

- a. The NCYSA shall at all times keep the Storage Room neat, clean and in a sanitary condition and shall at all times preserve said Storage Room in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- b. All maintenance and operating costs shall be borne by the City. This includes but is not limited to, all HVAC systems and fixtures and the replacement or major repairs to these systems unless said replacement or repairs are necessitated by NCYSA neglect.
- c. The NCYSA will commit or permit no waste, damage or injury to the Storage Room.
- d. The NCYSA shall be responsible for replacement of keys or rekeying of the premises if keys are lost or stolen and city assets are deemed by the city to be at risk. If NCYSA uses a key code pad, NCYSA will change the code at the end of each season and provide the City with the new code.

8. **MAINTENANCE OF GROUNDS.** The City shall maintain the grounds and parking areas.

9. STORAGE OF MATERIALS, SUPPLIES, ETC. The NCYSA covenants not store or deposit materials, supplies or other objects on the premises without the permission of the City. Failure of NCYSA to fully carry out this agreement shall be a breach of covenant of this agreement.

10. HAZARDOUS WASTES. The NCYSA covenants not to bring dangerous wastes, hazardous wastes or extremely hazardous wastes as defined by RCW 70.105.010, et seq. to the premises or allow any of its employees, volunteers, guests or others under its control to do so, and shall at NCYSA's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. NCYSA shall promptly notify the City and North County Fire of the existence of dangerous wastes, hazardous wastes or extremely hazardous wastes as required by state and federal regulations. NCYSA shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. NCYSA shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

11. VACATING THE PREMISES. NCYSA agrees that at the expiration or sooner termination of this agreement, the NCYSA will quit and surrender said premises without notice and in a neat and clean condition and will deliver to the City all keys to all buildings on the premises.

12 INDEMNITY. All personal property on said premises shall be at the risk of NCYSA. The City shall not be liable for any damage, either to person or property, sustained by NCYSA or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected, or due to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of NCYSA or other occupants of said buildings or any other persons, or due to the happening of any accident from any cause in or about said buildings. NCYSA covenants to protect, save and indemnify City, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of NCYSA employees or third parties on account of personal injuries, death or damage to property arising out of the premises occupied by NCYSA or in any way resulting from the willful or negligent acts or omissions of the NCYSA and/or its agents, employees or representatives.

City covenants to protect, save and indemnify NCYSA its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of the City's obligations under this agreement or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

13. LIABILITY INSURANCE. North County Youth Soccer Association shall at all times carry and maintain Commercial General Liability and Property Insurance in a company or companies rated in the current edition of Best's General Ratings as a least A (Excellent) and Financial Size Category of not less than Class X or in such other company or companies not so rated which may be acceptable to the City, insuring North County Youth Soccer

Association against all claims for damages for personal injury, including death and against all claims for damage and destruction of property, which may arise by the acts or negligence of the North County Youth Soccer Association, its agents, employees or servants or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million

Dollars (\$2,000,000.00) each occurrence, Two Million Dollars (\$2,000,000) general aggregate. City shall be named in all such policies as an additional insured and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to the City. Each such policy shall provide that the policy may not be cancelled without the company first giving the City at least thirty (30) days written notice. North County Youth Soccer Association insurance shall be primary.

14. FIRE INSURANCE. The City shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on the building. Contents owned by the NCYSA in the building shall be covered under the North County Youth Soccer Association insurance.

15. ASSIGNMENT AND SUBLETTING. NCYSA shall not sublet or assign any portion of the Storage Room covered by this Agreement without the express written consent of City.

16. NCYSA EMPLOYEES AND VOLUNTEERS. This Lease is not intended in any fashion to create the relationship of employer-employee with respect to the City and NCYSA or its employees or volunteers. Neither NCYSA nor any person employed by or any volunteer of NCYSA is to be considered at any time an employee of the City. Neither party to this Lease is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Lessee agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to NCYSA and its employees and volunteers. NCYSA shall be solely responsible for all of its employee benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as NCYSA may wish to provide.

17. NOTICE. All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this agreement:

City of Stanwood

North County Youth Soccer Association

Kevin Hushagen
Public Works Director
10220 207th Street NW
Stanwood, WA 98292
(360) 629-9782 | fax (360) 629-0867

Name and Title
Address: _____

Phone: _____

18. **GOVERNMENTAL FEES.** Except for those which may be approved by Resolution of the City Council of the City of Stanwood, all fees due under applicable law to the City, County or State on account of any inspection made on premises by any officer thereof shall be paid by NCYSA.

19. **SIGNS.** There shall be no signs or symbols allowed on the door or upon the exterior part of the Shop.

20. **ALTERATIONS.** The NCYSA shall not make any material alterations, additions or improvements to the Storage Room without written consent of the City and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the NCYSA and shall become the property of the City except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this agreement, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the NCYSA shall perform work with the consent of the City, as aforesaid, NCYSA agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities. The NCYSA further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures and become part of the real estate upon being installed in any building.

21. **DEFAULT AND RE-ENTRY.** If the NCYSA shall violate or default in any of the covenants and agreements therein contained, then the City may cancel this agreement upon giving the written notice required by law. Notwithstanding anything contained herein to the contrary, City shall provide NCYSA with written notice of default and shall allow the NCYSA a ten (10) day period to cure (or, in case of impracticability, commence to cure) such default.

22. **COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this agreement or to recover for breach of any provision of this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court and all costs and expenses incurred by the reason of the breach or default by the other under this agreement.

23. **NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

24. **REMOVAL OF PROPERTY.** In the event of default and failure to cure or taking possession of the premises as aforesaid, the City shall have the right but not the obligation to remove from the premises all personal property located therein or thereon and may store the same in any place selected by City, including but not limited to a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property with notice to the NCYSA after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges

for storage, if any, and third to the payment of any other sums of money which may then be due from NCYSA to City under any of the terms hereof and the balance, if any, to be paid to NCYSA.

25. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

26. HOLD OVER. If the NCYSA shall, with the written consent of City, hold over after the expiration of the term of this agreement, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy NCYSA agrees to pay City the same rate of rental as set forth herein, unless a different rate is agreed upon and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

27. VENUE. The venue of any suit which may be brought by either party under the terms of this agreement or growing out of the tenancy under this agreement shall at the option of the City be in court or courts in Snohomish County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 14th day of April, 2022.

CITY OF STANWOOD

**NORTH COUNTY YOUTH
SOCCER ASSOCIATION**

Sid Roberts, Mayor

(print name and title)

(signature)

Attest:

Lisa Sokolik, City Clerk

Approved as to form:

Nikki Thompson, City Attorney

Exhibit 1

Address:
Heritage Park
9600 - 276th Street NW
Stanwood, WA 98292

PROPERTY DESCRIPTION	SEC 24 TWP 32 RGE 03TH PTNSE1/4 DAF – COR SD SEC TH S01*06 17E ALG ELN SD SEC DIST 1086.36FT TH N87*06 17W DIST 1452FT TH S75*23 43W DIST 339.06FT TO INT SLY PROLNG OF E LNAS STAKED OF TH 1.02 AC PAR SHOWN ON SURVY REC VOL 27 OF SURVYS PG 63 TH N01*42 19W ALG SLY PROLNG SD E LN DIST 41.58FT TH S76*55 10W DIST 164.18FT TOINT OF SLY PROLNG OF E LN PAR SHOWN ON SURVY REC VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SLY PROLNG SD E LN DIST 40.79FT TO SE COR SD PAR TH N76*55 10E DIST 177.12FT TH NO01*42 19W DIST226.31FT TH S89*34 55W DIST 173.95FT TO E LN TH PAR SHOWN ON REC SURVY VOL 7 OF SURVY PG 2 TH NO1*45 46W ALG SD E LN & ITS NLY PROLNG DIST 771.54FT TO E-WCTR SD SEC LN TH N89*30 10E ALG SD CTR SEC LN DIST 1951.68FT TO POB PER CITY STAN BLA REC AF 9307080357 & BLA 9307080359
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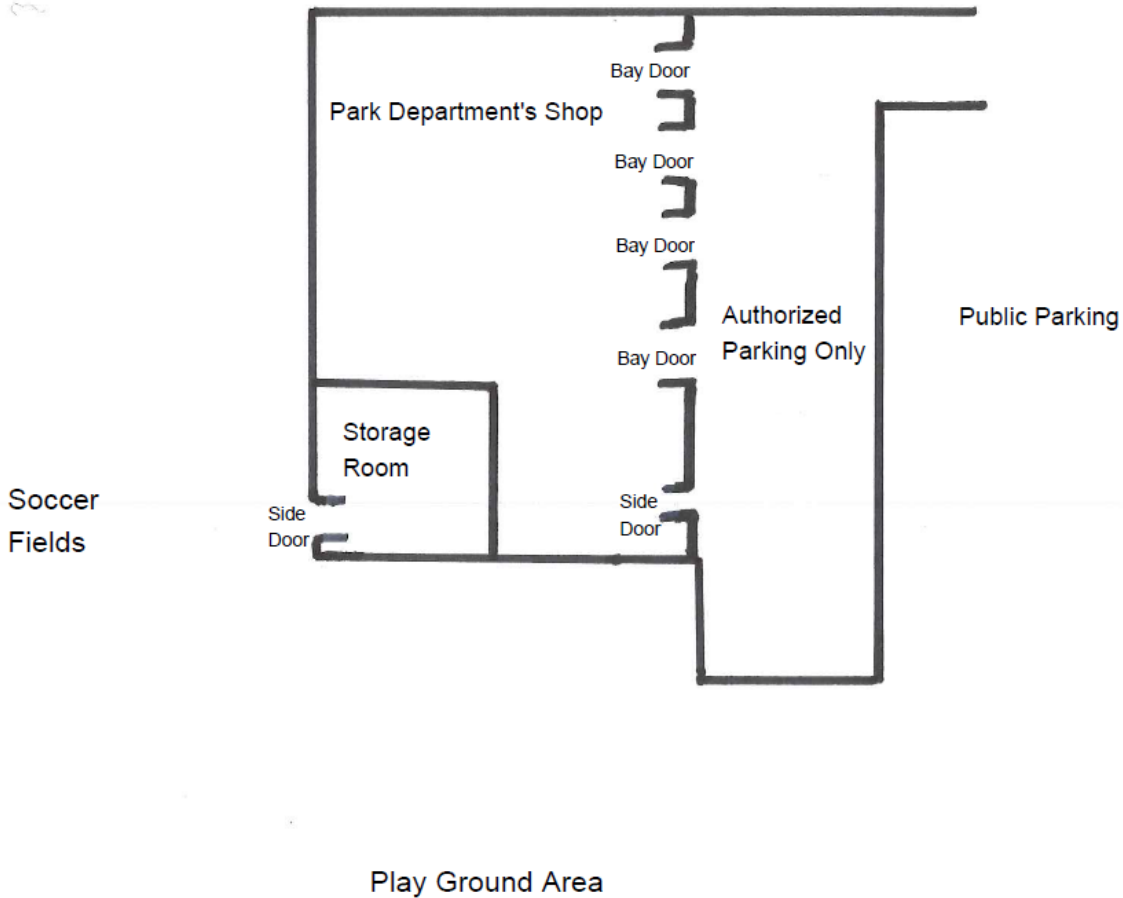


City of Stanwood

Public Works

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-9781 Fax: (360) 629-0867

EXHIBIT 2





**CITY OF STANWOOD
PUBLIC WORKS COMMITTEE
AGENDA STAFF REPORT**

ITEM: 3
DATE: April 4th, 2022
SUBJECT: Six-Year Transportation Improvement Plan (TIP) 2023-2028
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – Map of Projects
B – CIP 2022-2027 REVISED
C – 20-Year Comp Plan Transportation Cost Estimates

PURPOSE

The purpose of this public works committee meeting is to have a second review of the current 2022-2027 Six-Year TIP. The committee members are being asked to remove unwanted projects, suggest adding new projects, and prioritize the projects listed.

BACKGROUND

As required by RCW 35.77.010 the City of Stanwood is required to prepare and adopt a comprehensive transportation improvement plan (TIP) by July of each year for the ensuing six calendar years. In addition, the City of Stanwood's Six-Year TIP is required to be consistent with the adopted comprehensive plan and shall be filed with the Washington Department of Transportation as well as the Puget Sound Regional Council.

The purpose of the comprehensive transportation improvement plan is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. The approved plan may at any time be revised by a majority vote of the council, but only after a public hearing(s) have been notice and held.

In 2015, the city comprehensive plan was adopted; Transpo Group developed the transportation element of the plan. As part of the transportation element a 20 year look ahead and forecast is made and adopted in that plan. The Six-Year TIP is to create a more defined and attainable 6-year plan for adoption annually to be in line with finances and needs of the City while being consistent with the comprehensive plan. Projects seeking grant or outside funding need to be identified on the Six-Year TIP.

DISCUSSION

At the March 7, 2022, meeting staff asked the Committee to bring the following ideas and recommendations to the April 4th Public Works Committee meeting.

1. remove any unwanted projects from the 2022-2027 TIP
2. new project recommendations
3. prioritize the projects listed on the Project Cost Spreadsheet

At the last public works committee meeting the committee and staff noticed that there were missing projects from the 2022-2027 Project Cost Spreadsheet. The below table shows the projects that have been added back on.

PROJECT NAME	DESCRIPTION
#18 Stanwood Port Susan Trail	Trail system around the wastewater treatment plant from 98th drive south to Leque Rd, east to 92nd Ave, north to SR532
#19 Church Creek Park Loop Trail	Trail system around church creek park
#20 Viking Way-90 th AVE Phase 2	This project will construct a continuation of Viking Way from where the previous phase ended in 2020 to 92 nd Ave, ultimately connecting 88 th to 92 nd eliminating an existing misalignment on 92nd. This new roadway will include curb, gutter, sidewalks, landscaping, street lighting, and underground utilities.
#21 Overlay and ADA Improvement	Asphalt overlay and ADA upgrades on 276th from 73rd to east city limits on Woodland Rd.

The following table is a summary shows the projects that priority levels were recommended to be changed by committee members at the last meeting. The committee members are being asked if any other changes need to be made to the priority levels seen in Attachment B.

PROJECT NAME	Priority
80 th AVE Reconstruction & Widening with Calming Device	Moved to top priority
284 th ST Improvements	From priority 1 to 2
101 st Ave Reconstruction & Overlay	From priority 5 to 10
SR532 Ovenell Park Entrance and 106 th AVE Bypass Roundabout	From priority 7 to 16 below 64 th and SR 532 Intersection

Stanwood CIP Projects

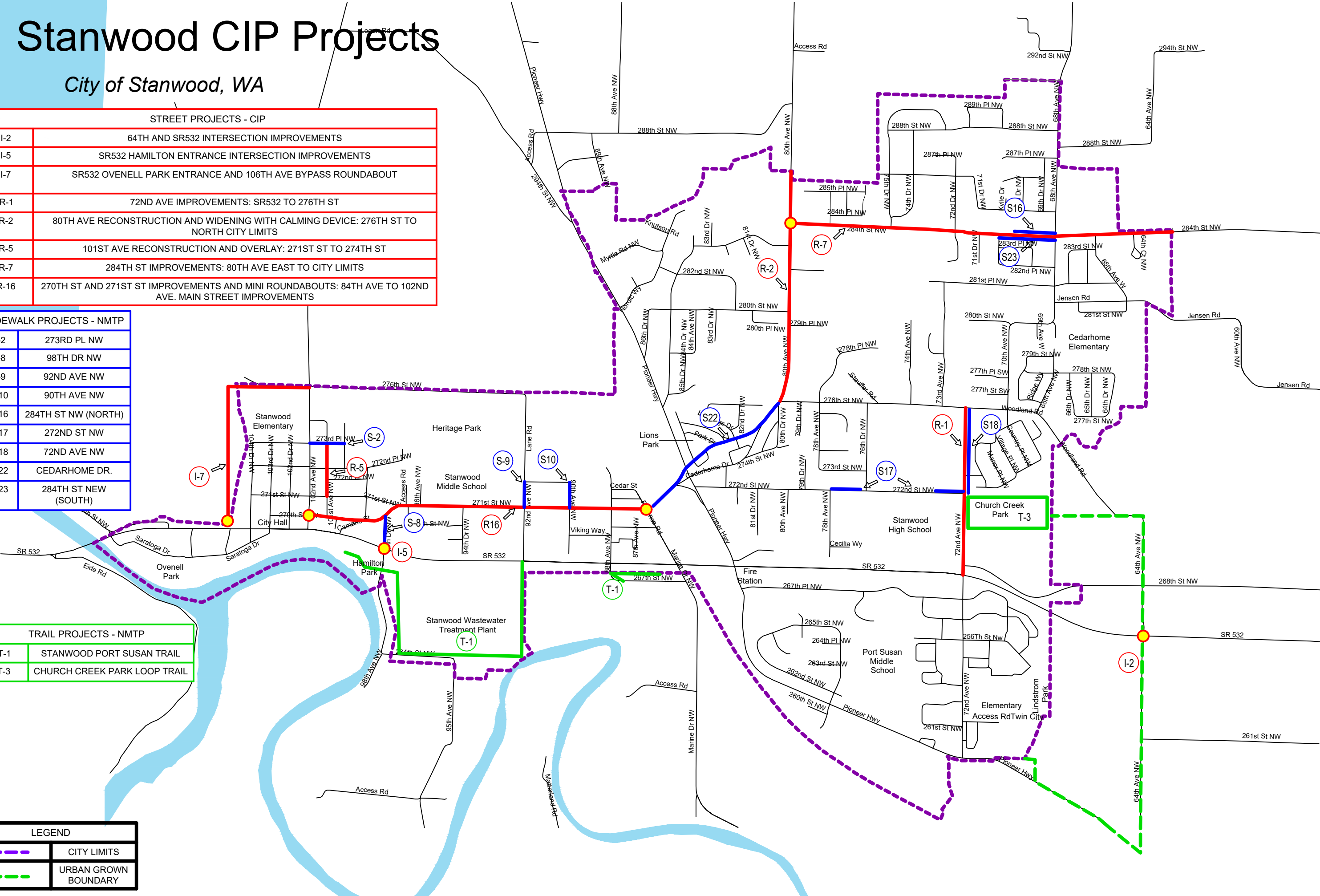
City of Stanwood, WA

STREET PROJECTS - CIP	
I-2	64TH AND SR532 INTERSECTION IMPROVEMENTS
I-5	SR532 HAMILTON ENTRANCE INTERSECTION IMPROVEMENTS
I-7	SR532 OVENELL PARK ENTRANCE AND 106TH AVE BYPASS ROUNDABOUT
R-1	72ND AVE IMPROVEMENTS: SR532 TO 276TH ST
R-2	80TH AVE RECONSTRUCTION AND WIDENING WITH CALMING DEVICE: 276TH ST TO NORTH CITY LIMITS
R-5	101ST AVE RECONSTRUCTION AND OVERLAY: 271ST ST TO 274TH ST
R-7	284TH ST IMPROVEMENTS: 80TH AVE EAST TO CITY LIMITS
R-16	270TH ST AND 271ST ST IMPROVEMENTS AND MINI ROUNDABOUTS: 84TH AVE TO 102ND AVE. MAIN STREET IMPROVEMENTS

SIDEWALK PROJECTS - NMTP	
S-2	273RD PL NW
S-8	98TH DR NW
S-9	92ND AVE NW
S-10	90TH AVE NW
S-16	284TH ST NW (NORTH)
S-17	272ND ST NW
S-18	72ND AVE NW
S-22	CEDARHOME DR.
S-23	284TH ST NEW (SOUTH)

TRAIL PROJECTS - NMTP	
T-1	STANWOOD PORT SUSAN TRAIL
T-3	CHURCH CREEK PARK LOOP TRAIL

LEGEND	
	CITY LIMITS
	URBAN GROWN BOUNDARY



Priority No. / Proj No.	Transportation Capital Project		Funding	2022	2023	2024	2025	2026	2027	Fund Total
6 R-1	72nd Ave Improvements		Other Grant Funding - SRTS							\$ -
	PE	\$ 20,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 250,000	TIB Grant Funding							\$ -
	TOTAL	\$ 270,000	PSRC/STP Funding							\$ -
	Comments: SR532 - 276th St		Developer Funded							\$ -
	Road improvements, including widening,		Local - City		\$ 270,000					\$ 270,000
	intersections improvements, curb, gutter,									
	sidewalk, and planter strips.									
			SUBTOTAL THIS PROJECT	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ 270,000
7 I-5	SR532 Hamilton Entrance Intersection		Other Grant Funding		\$ 525,000	\$ 275,000	\$ 2,700,000			\$ 3,500,000
	PE	\$ 525,000	TBD Funds							\$ -
	ROW	\$ 275,000	WSDOT Funds							\$ -
	CN	\$ 2,700,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding							\$ -
	Comments: Sr532 to 98th Dr. This project will		Developer Funded							\$ -
	include curb, gutter, paving and planter		Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 525,000	\$ 275,000	\$ 2,700,000	\$ -	\$ -	\$ 3,500,000
8 S-17	Sidewalk: 272nd St NW		Other Grant Funding		\$ 20,000	\$ 250,000				\$ 270,000
	PE	\$ 20,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 250,000	TIB Grant Funding							\$ -
	TOTAL	\$ 270,000	PSRC/STP Funding							\$ -
	Comments: North side between 72nd Ave and		Developer Funded							\$ -
	West of 78th Ave. Add curbing, gutter, sidewalk,		Local - City							\$ -
	and ADA requiremnts to the north side of 272nd									
	St NW		SUBTOTAL THIS PROJECT	\$ -	\$ 20,000	\$ 250,000	\$ -	\$ -	\$ -	\$ 270,000
9 S-16	Sidewalk: 284th St NW		Other Grant Funding							\$ -
	PE	\$ 30,980	TBD Funds							\$ -
	ROW	\$ 65,220	WSDOT Funds							\$ -
	CN	\$ 89,680	TIB Grant Funding							\$ -
	TOTAL	\$ 185,880	PSRC/STP Funding							\$ -
	Comments: North sidewalks		Developer Funded							\$ -
			Local - City			\$ 185,880				\$ 185,880
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 185,880	\$ -	\$ -	\$ -	\$ 185,880
10 R-5	101st Ave Reconstruction & Overlay		Other Grant Funding - CDBG	\$ 660,000	\$ 1,980,000					\$ 2,640,000
	PE	\$ 660,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 1,980,000	TIB Grant Funding							\$ -
	TOTAL	\$ 2,640,000	PSRC/STP Funding							\$ -
	Comments: This project will reconstruct 101st		Developer Funded							\$ -
	Ave NW between appoximately 271st St NW and		Local - City							\$ -
	274th St NW. Project includes drainage, curb,									
	gutter, and sidewalks both sides		SUBTOTAL THIS PROJECT	\$ 660,000	\$ 1,980,000	\$ -	\$ -	\$ -	\$ -	\$ 2,640,000

Priority No. / Proj No.	Transportation Capital Project		Funding	2022	2023	2024	2025	2026	2027	Fund Total
11 S-10	Sidewalk: 90th Ave NW		Other Grant Funding							\$ -
	PE	\$ 20,814	TBD Funds							\$ -
	ROW	\$ 43,820	WSDOT Funds							\$ -
	CN	\$ 60,250	TIB Grant Funding							\$ -
	TOTAL	\$ 124,884	PSRC/STP Funding							\$ -
	Comments: Add sidewalk to west side of 90th between north of 271st St and 272nd St		Developer Funded							\$ -
			Local - City				\$ 124,884			\$ 124,884
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ 124,884	\$ -	\$ -	\$ 124,884
12 S-8	Sidewalk: 98th Dr. NW		Other Grant Funding							\$ -
	PE	\$ 20,540	TBD Funds							\$ -
	ROW	\$ 43,240	WSDOT Funds							\$ -
	CN	\$ 59,460	TIB Grant Funding							\$ -
	TOTAL	\$ 123,240	PSRC/STP Funding							\$ -
	Comments: Add sidewalk on east side of 98th Dr. between SR532 and 270th St		Developer Funded							\$ -
			Local - City			\$ 123,240				\$ 123,240
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 123,240	\$ -	\$ -	\$ -	\$ 123,240
13 S-23	Sidewalk: 284th St NW		Other Grant Funding							\$ -
	PE	\$ 30,980	TBD Funds							\$ -
	ROW	\$ 65,220	WSDOT Funds							\$ -
	CN	\$ 89,680	TIB Grant Funding							\$ -
	TOTAL	\$ 185,880	PSRC/STP Funding							\$ -
	Comments: South side between 68th and east of 70th Ave		Developer Funded							\$ -
			Local - City			\$ 185,880				\$ 185,880
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ 185,880	\$ -	\$ -	\$ -	\$ 185,880
14 S-22	Sidewalk: Cedarhome Drive NW		Other Grant Funding					\$ 714,612		\$ 714,612
	PE	\$ 119,102	TBD Funds							\$ -
	ROW	\$ 250,740	WSDOT Funds							\$ -
	CN	\$ 344,770	TIB Grant Funding							\$ -
	TOTAL	\$ 714,612	PSRC/STP Funding							\$ -
	Comments: South Side between 271st St and 276th St. Add curbs, gutter, sidewalk and ADA requirments.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ 714,612	\$ -	\$ 714,612
15 I-2	64th and SR532 Intersection		Other Grant Funding							\$ -
	PE	\$ 525,000	TBD Funds							\$ -
	ROW		WSDOT Funds						\$ 3,500,000	\$ 3,500,000
	CN	\$ 2,975,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding							\$ -
	Comments: 64th & SR532. This project will include curb, gutter, paving, and planter.		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000
16 I-7	SR532 Ovenell Park Entrance and 106th Ave Bypass Roundabout		Other Grant Funding			\$ 700,000	\$ 2,470,000			\$ 3,170,000
	PE	\$ 330,000	TBD Funds							\$ -
	ROW	\$ 700,000	WSDOT Funds							\$ -
	CN	\$ 2,470,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,500,000	PSRC/STP Funding		\$ 330,000					\$ 330,000
	Comments: On 106th Ave from SR532 to 276th St, then on 276th St from 106th to 102nd Ave, the poject will include curb, gutter, paving and planter		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ 330,000	\$ 700,000	\$ 2,470,000	\$ -	\$ -	\$ 3,500,000

Priority No. / Proj No.	Transportation Capital Project		Funding	2022	2023	2024	2025	2026	2027	Fund Total
17	270th St and 271st St Improvements with mini roundabouts -Main Street Improvement		Other Grant Funding						\$ 3,000,000	\$ 3,000,000
R-16	PE	\$ 200,000	TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN	\$ 3,000,000	TIB Grant Funding							\$ -
	TOTAL	\$ 3,200,000	PSRC/STP Funding							\$ -
	Comments: from 84th to 102nd Ave, widen sidewalks, add landscaping medians, add mini roundabouts on the east and west ends.		Developer Funded							\$ -
			Local - City					\$ 200,000		\$ 200,000
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000	\$ 3,200,000
18	Stanwood Port Susan Trail		Other Grant Funding	\$ 1,175,160			\$ 500,000			\$ 1,675,160
T-1	PE	\$ 1,834,000	TBD Funds							\$ -
	ROW		WSDOT Funds		\$ 305,000					\$ 305,000
	CN	\$ 3,063,000	TIB Grant Funding							\$ -
	TOTAL	\$ 4,897,000	PSRC/STP Funding							\$ -
	Trail system around the wastewater treatment plant from 98th drive south to Leque Rd, east to 92nd Ave, north to SR532		Developer Funded							\$ -
			Local - City	\$ 378,840	\$ 1,033,000	\$ 200,000	\$ 1,305,000			\$ 2,916,840
			SUBTOTAL THIS PROJECT	\$ 1,554,000	\$ 1,338,000	\$ 200,000	\$ 1,805,000	\$ -	\$ -	\$ 4,897,000
19	Church Creek Park Loop Trail		Other Grant Funding							\$ -
T-3	PE		TBD Funds							\$ -
	ROW		WSDOT Funds							\$ -
	CN		TIB Grant Funding							\$ -
	TOTAL	\$ -	PSRC/STP Funding							\$ -
	Trail system around church creek park		Developer Funded							\$ -
			Local - City							\$ -
			SUBTOTAL THIS PROJECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Viking Way-90th Ave Phase 2		Other Grant Funding	\$ 518,500	\$ 1,000,000					\$ 1,518,500
N-1	PE	\$ 286,000	TBD Funds							\$ -
	ROW	\$ 300,000	WSDOT Funds							\$ -
	CN	\$ 1,000,000	TIB Grant Funding							\$ -
	TOTAL	\$ 1,586,000	PSRC/STP Funding							\$ -
	project will construct a continuation of Viking Way from where the previous phase ended in 2020 to 92nd Ave, ultimately connecting 88th to 92nd eliminating an existing misalignment on 92nd. This new roadway will include curb, gutter, sidewalks, landscaping, street lighting, and underground utilities		Developer Funded							\$ -
			Local - City	\$ 67,500						\$ 67,500
			SUBTOTAL THIS PROJECT	\$ 586,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,586,000
21	Overlay and ADA Improvement		Other Grant Funding							\$ -
R-22	PE	\$ 480,000	TBD Funds	\$ 43,950	\$ 529,200	\$ 369,000	\$ 459,000	\$ 383,000	\$ 400,000	\$ 2,184,150
	ROW	\$ -	WSDOT Funds							\$ -
	CN	\$ 2,346,000	TIB Grant Funding	\$ 395,550	\$ 59,300	\$ 41,000	\$ 51,000	\$ 45,000	\$ 50,000	\$ -
	TOTAL	\$ 2,826,000	PSRC/STP Funding							\$ -
	Comments: Asphalt overlay and ADA upgrades on 276th from 73rd to east city limits on Woodland Rd.		Developer Funded	\$ -						\$ -
			Local - City	\$ -						\$ -
			SUBTOTAL THIS PROJECT	\$ 439,500	\$ 588,500	\$ 410,000	\$ 510,000	\$ 428,000	\$ 450,000	\$ 2,184,150
TOTAL PROJECT COST ESTIMATE				\$ 5,562,952	\$ 12,669,500	\$ 2,952,000	\$ 11,963,884	\$ 1,142,612	\$ 7,150,000	\$ 41,440,948

Priority No. / Proj No.	Transportation Capital Project	Funding	2022	2023	2024	2025	2026	2027	Fund Total
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Other Grant Funding	\$ 2,353,660	\$ 3,525,000	\$ 1,847,000	\$ 5,670,000	\$ 714,612	\$ 3,000,000	\$ 17,110,272
TBD Funds	\$ 43,950	\$ 529,200	\$ 369,000	\$ 459,000	\$ 383,000	\$ 400,000	\$ 2,184,150
WSDOT Funds	\$ -	\$ 305,000	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,805,000
TIB Grant Funding	\$ 395,550	\$ 59,300	\$ 41,000	\$ 51,000	\$ 45,000	\$ 50,000	\$ 641,850
PSRC/STP Funding	\$ -	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ 330,000
Developer Funded	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local - City	\$ 2,769,792	\$ 7,921,000	\$ 695,000	\$ 5,783,884	\$ -	\$ 200,000	\$ 17,369,676
TOTAL PROJECT COST ESTIMATE	\$ 5,562,952	\$ 12,669,500	\$ 2,952,000	\$ 11,963,884	\$ 1,142,612	\$ 7,150,000	\$ 41,440,948

Attachment C

Type	Project ID	Project Name	Total Cost Estimate	TIF Eligible?	TIF Eligible Percent ⁽¹⁾	TIF Eligible Cost	Potential Grant Percent ⁽²⁾	Potential Grants	General City Transportation Funds Percent	General City Transportation Funds Cost	Relative Priority	Time Frame
New Roadway	N-1	Viking Way <i>88th Avenue NW to 92nd Avenue NW</i>	\$ 5,580,000	Partial	50%	\$2,790,000	50%	\$2,790,000	0%	\$0	High	Short
New Roadway	N-2	90th Avenue NW <i>SR 532 to 271st Street NW</i>	\$ 5,410,000	Partial	50%	\$2,705,000	50%	\$2,705,000	0%	\$0	High	Short
New Roadway	N-3	Downtown to East Residential Connectors	\$ 80,000	Yes	100%	\$80,000	0%	\$0	0%	\$0	Medium	Short
Pedestrian Network	P-1	Camano Street <i>SR 532 to 271st Street NW</i>	\$ 380,000	Partial	10%	\$38,000	0%	\$0	90%	\$342,000	High	Mid
Pedestrian Network	P-2	276th Street NW <i>76th Drive NW to 68th Avenue NW</i>	\$ 780,000	Partial	10%	\$78,000	0%	\$0	90%	\$702,000	Medium	Long
Pedestrian Network	P-3	102nd Avenue NW <i>276th Street NW to SR 532</i>	\$ 470,000	Partial	10%	\$47,000	0%	\$0	90%	\$423,000	Medium	Long
Pedestrian Network	P-4	Cedarhome South <i>276th Street NW to Florence Road</i>	\$ 400,000	Partial	10%	\$40,000	0%	\$0	90%	\$360,000	Medium	Long
Pedestrian Network	P-5	276th Street NW (Lover's Lane) <i>92nd Avenue NW to 102nd Avenue NW</i>	\$ 510,000	Partial	10%	\$51,000	0%	\$0	90%	\$459,000	Medium	Long
Bicycle Network	B-1	Pioneer Highway <i>288th Street NW to 72nd Avenue NW (Lindstrom Road)</i>	\$ 5,200,000	Partial	10%	\$520,000	20%	\$1,040,000	70%	\$3,640,000	Medium	Mid
Bicycle Network	B-2	267th Street NW / 268th Street NW <i>Pioneer Highway to 72nd Avenue NW (Lindstrom Road)</i>	\$ 6,290,000	Partial	10%	\$629,000	20%	\$1,258,000	70%	\$4,403,000	Medium	Long
Bicycle Network	B-3	Cedarhome Drive <i>88th Avenue NW to 276th Street NW</i>	\$ 3,460,000	Partial	10%	\$346,000	20%	\$692,000	70%	\$2,422,000	Medium	Long
Bicycle Network	B-4	271st St NW <i>SR 532 (270th Street NW) to 88th Avenue NW</i>	\$ 320,000	Partial	10%	\$32,000	0%	\$0	90%	\$288,000	Medium	Long
Bicycle Network	B-5	92nd Avenue NW <i>SR 532 to 276th Street NW</i>	\$ 2,660,000	Partial	10%	\$266,000	20%	\$532,000	70%	\$1,862,000	Medium	Long
Bicycle Network	B-6	276th Street NW (Lover's Lane) <i>92nd Avenue NW to 102nd Avenue NW</i>	\$ 3,120,000	Partial	10%	\$312,000	0%	\$0	90%	\$2,808,000	Medium	Long
Bicycle Network	B-7	Rails to Trails <i>Railroad line - Saratoga Dr to Lane Rd</i>	\$ 1,110,000	Partial	10%	\$111,000	0%	\$0	90%	\$999,000	Medium	Long
Other Agency Improvements	O-1	Old Pacific Highway	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-2	Pioneer Highway North	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-3	268th Street NW	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-4	Pioneer Highway South	n/a	No	0%	-	0%	-	0%		n/a	n/a
Other Agency Improvements	O-5	Marine Drive	n/a	No	0%	-	0%	-	0%		n/a	n/a
Citywide Programs	C-1	Small Capital Projects	\$ 2,050,000	No	0%	\$0	0%	\$0	100%	\$2,050,000	High	Ongoing
Citywide Programs	C-2	Maintenance & Operations	\$ 10,025,000	No	0%	\$0	0%	\$0	100%	\$10,025,000	High	Ongoing

Type	Project ID	Project Name	Total Cost Estimate	TIF Eligible?	TIF Eligible Percent ⁽¹⁾	TIF Eligible Cost	Potential Grant Percent ⁽²⁾	Potential Grants	General City Transportation Funds Percent	General City Transportation Funds Cost	Relative Priority	Time Frame
Intersection / Operations	I-1	Viking Way / 90th Avenue NW Intersection	\$ 970,000	Partial	75%	\$727,500	0%	\$0	25%	\$242,500	High	Short
Intersection / Operations	I-2	SR 532 / 64th Ave N Intersection	\$ 1,160,000	Partial	50%	\$580,000	0%	\$0	50%	\$580,000	Medium	Mid
Intersection / Operations	I-3	272nd Street NW / 72nd Ave N (Lindstrom Road) Intersection	\$ 360,000	No	0%	\$0	0%	\$0	100%	\$360,000	High	Short
Intersection / Operations	I-4	SR 532 / 270th Street NW Intersection	\$ 110,000	Partial	50%	\$55,000	0%	\$0	50%	\$55,000	Medium	Mid
Intersection / Operations	I-5	SR 532 / 98th Drive NW Intersection	\$ 1,400,000	Partial	50%	\$700,000	0%	\$0	50%	\$700,000	Medium	Mid
Widening / Reconstruction	R-1	72nd Avenue NW Improvements 268th Street NW to 276th Street NW	\$ 5,280,000	Partial	30%	\$1,584,000	50%	\$2,640,000	20%	\$1,056,000	High	Short
Widening / Reconstruction	R-2	80th Avenue NW Improvements 276th Street NW to 288th Street NW	\$ 7,030,000	Partial	30%	\$2,109,000	50%	\$3,515,000	20%	\$1,406,000	High	Short
Widening / Reconstruction	R-3	68th Avenue Reconstruction 280th Street to 288th Street	\$ 4,300,000	Partial	30%	\$1,290,000	50%	\$2,150,000	20%	\$860,000	High	Short
Widening / Reconstruction	R-4	272nd Street NW Reconstruction 72nd Avenue NW to Pioneer Highway	\$ 8,820,000	Partial	30%	\$2,646,000	50%	\$4,410,000	20%	\$1,764,000	High	Short
Widening / Reconstruction	R-5	101st Avenue NW Reconstruction 270th Street NW to 274th Place NW	\$ 2,640,000	Partial	30%	\$792,000	0%	\$0	70%	\$1,848,000	Medium	Short
Widening / Reconstruction	R-6	270th Street NW Reconstruction 102nd Avenue NW to Camano Street	\$ 12,360,000	Partial	30%	\$3,708,000	50%	\$6,180,000	20%	\$2,472,000	Medium	Short
Widening / Reconstruction	R-7	284th Street NW Improvements 68th Avenue NW to 80th Avenue NW	\$ 6,220,000	Partial	30%	\$1,866,000	50%	\$3,110,000	20%	\$1,244,000	Medium	Short
Widening / Reconstruction	R-8	102nd Avenue NW Overlay SR 532 to 276th Street NW	\$ 310,000	Partial	30%	\$93,000	0%	\$0	70%	\$217,000	Medium	Short
Widening / Reconstruction	R-9	98th Drive NW Reconstruction 268th Street NW to 271st Street NW	\$ 1,920,000	Partial	30%	\$576,000	0%	\$0	70%	\$1,344,000	Low	Long
Widening / Reconstruction	R-10	SR 532 Flood Berm Marine Drive and 92nd Avenue NW	\$ 2,700,000	No	0%	\$0	50%	\$1,350,000	50%	\$1,350,000	High	Short
Widening / Reconstruction	R-11	Pioneer Highway Slide REET 1	\$ 50,000	No	0%	\$0	0%	\$0	100%	\$50,000	Low	Short
Widening / Reconstruction	R-12	Cedarhome Drive Improvements Triangle Drive to 276th Street NW	\$ 250,000	Partial	30%	\$75,000	30%	\$75,000	40%	\$100,000	Low	Mid
Widening / Reconstruction	R-13	288th Street NW Reconstruction 80th Avenue NW to Pioneer Highway	\$ 7,250,000	Partial	30%	\$2,175,000	0%	\$0	70%	\$5,075,000	Low	Mid
Widening / Reconstruction	R-14	64th Avenue NW / Woodland Road SR 532 to 68th Ave NW	\$ 7,250,000	Partial	30%	\$2,175,000	0%	\$0	70%	\$5,075,000	Low	Mid
Widening / Reconstruction	R-15	64th Avenue SR 532 to Pioneer Hwy	\$ 5,720,000	Partial	30%	\$1,716,000	0%	\$0	70%	\$4,004,000	Low	Long