

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, April 14, 2022



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, April 14, 2022 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Under Governor Inslee’s “Washington Ready” plan, members of the public may attend Stanwood City Council meetings in-person at the address above, or Via Zoom.
Instructions to join the meeting by telephone or online are posted on the City Website
<https://www.stanwoodwa.org>

- 1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. **ROLL CALL**
- 3. **APPROVAL OF THE AGENDA**
- 4. **PRESENTATION**
 - a. Pickleball 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**
 - a. Police Compstat Report – February 6.1
- 7. **COMMITTEE REPORTS**
 - a. Economic Development Board Meeting Minutes – February 18, 2022 7.1
 - b. Parks and Trails Advisory Committee Meeting Minutes February 22, 2022 7.4
 - c. Public Works Committee Meeting Minutes – April 4, 2022 7.7
- 8. **CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks 8.1
 - b. Approve March 24, 2022, City Council Regular Meeting Minutes 8.5
 - c. Approve March 24, 2022, City Council Special Workshop Minutes 8.14
 - d. Authorize Mayor to Sign MRSC Annual Agreement 8.18
 - e. Authorize Mayor to Sign Lease Agreements with Stanwood Lacrosse and North County Youth Soccer Association 8.24
- 9. **OLD BUSINESS**
 - a. American Recovery Plan Spending 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. Comprehensive Plan Public Participation Plan 10.1
- 11. **NEW BUSINESS**
 - a. Authorize Mayor to sign Addendum to FreeDoc Information Automation 11.1
 - b. Acceptance of Artwork for the Banner Project 11.46
 - c. Authorize Mayor to Sign the Stanwood Chamber of Commerce Event Management Agreement 11.85
 - d. Adoption of Resolution 2022-03 Amending Council Rules of Procedure 11.90
- 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: 4a
DATE: April 14, 2022
SUBJECT: Pickleball Presentation
CONTACT PERSON: Doug Shafer, Camano Stanwood Pickleball Association
ATTACHMENTS: A – Presentation

SUMMARY STATEMENT

Doug Shafer from the Camano Stanwood Pickleball Association will have a presentation on the fastest growing sport in the US, pickleball.

IN PICKLEBALL

SEPTEMBER 2021

DI
LENCAMP
YOYAVE

former
Housewives
on family,
ess, and
ing a new
rite hobby

QUIZ
What kind of
pickleball
player are you?

**LONE STAR
STATE OF PLAY**
Where to eat, drink,
and dink in Austin

Get a Grip!
OUR ULTIMATE GUIDE
TO CHOOSING THE
PERFECT PADDLE

AMERICA'S FASTEST- GROWING SPORT

How
pickleball
conquered
the nation

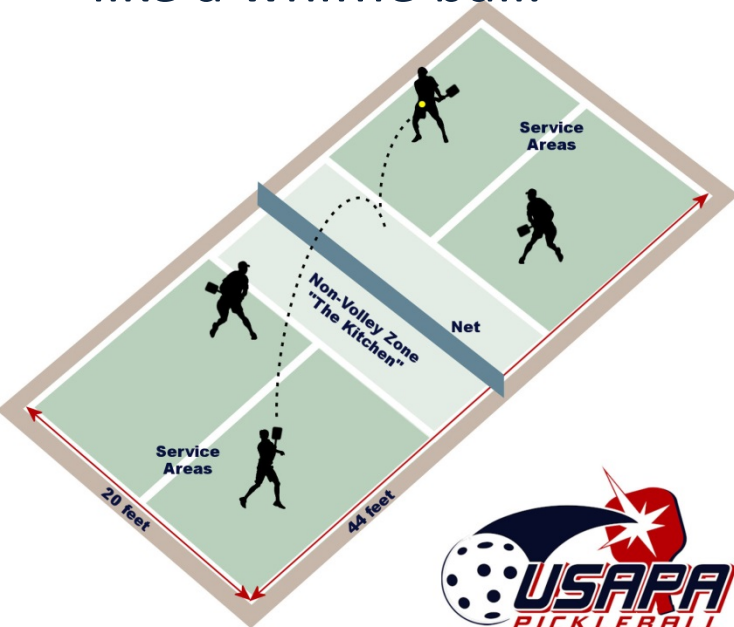
ATTACHMENT A

Pickleball officially named state sport

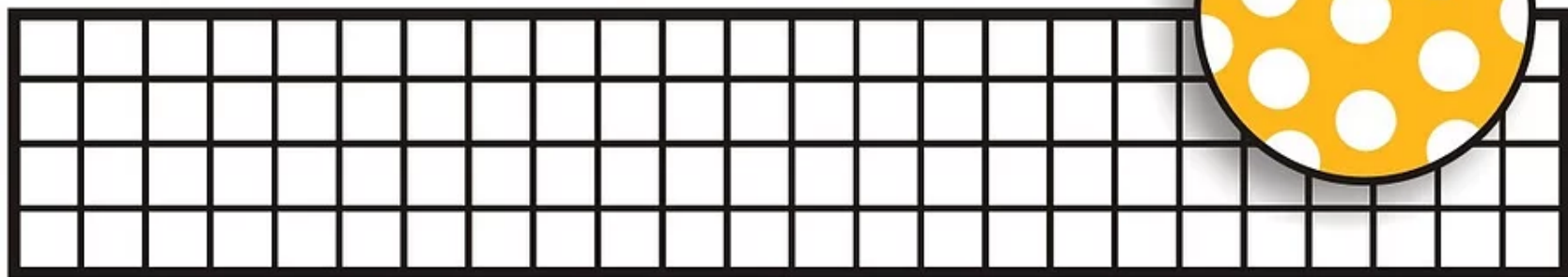


Pickleball is not Tennis

- A court sport that combines elements of tennis, badminton and table tennis.
- The game is played on a surface one-third the size of a regulation tennis court, with a net lowered to 34 inches.
- Players use a paddle and a polymer ball, like a whiffle ball.



CAMANO



PICKLEBALL

Camano-Stanwood Pickleball Association



An all-Inclusive club, all ages and skill levels

Outdoor Pickleball @ Camano Island

6 PB Courts on 2 Converted Tennis Courts

- Portable Nets
- No Restroom Facilities
- No Water
- Limited Parking
- Share Courts w/Tennis
- Limited times Available

Camano Pickleball Demographics

Established in 2016 w/ 12 Members, Now over 250 Members

- Residence: ~70% Camano/Stanwood
- Gender: 54% Male, 45% Female
- Age: 70% >60 Yrs., 15% 50-60, 10% 40-50
- 55% Play > 3X per week
- Age Range 14-83 years old
- 25% Travel 50 miles or more to play
- Avg. Weekday Attendance: 22
- Avg. Weekend Attendance: 48
- 330+ Facebook Club Members
- Camanopickleball.com -327 Subscribers

This Coincides w/ City of Stanwood's Future
Plan for Recreation



Five Reasons Why Our Members Say They Play:

1. Fun
2. Healthy
3. Social
4. Less impact on joints than other racquet sports
5. Equal Skills regardless of gender, age

We are an Organized Club



A Pickleball Membership Paying Club

We have a board of directors & club bylaws to guide us.

We follow a Mission Statement

Seeking 501c3-Non-Profit Status

We follow the guidelines and rules of the United States of America Pickleball Association (USAPA)



GORDY HOLMES

Director
President
USAPA Ambassador



PAUL MATTHEWSON

Director
Treasurer



DIANE O'NEILL

Director
Vice President



BOB DOLAN

Director
Secretary



RICK ANGELO

Director
Members At Large



JOE ZOMAR

Director
Facilities

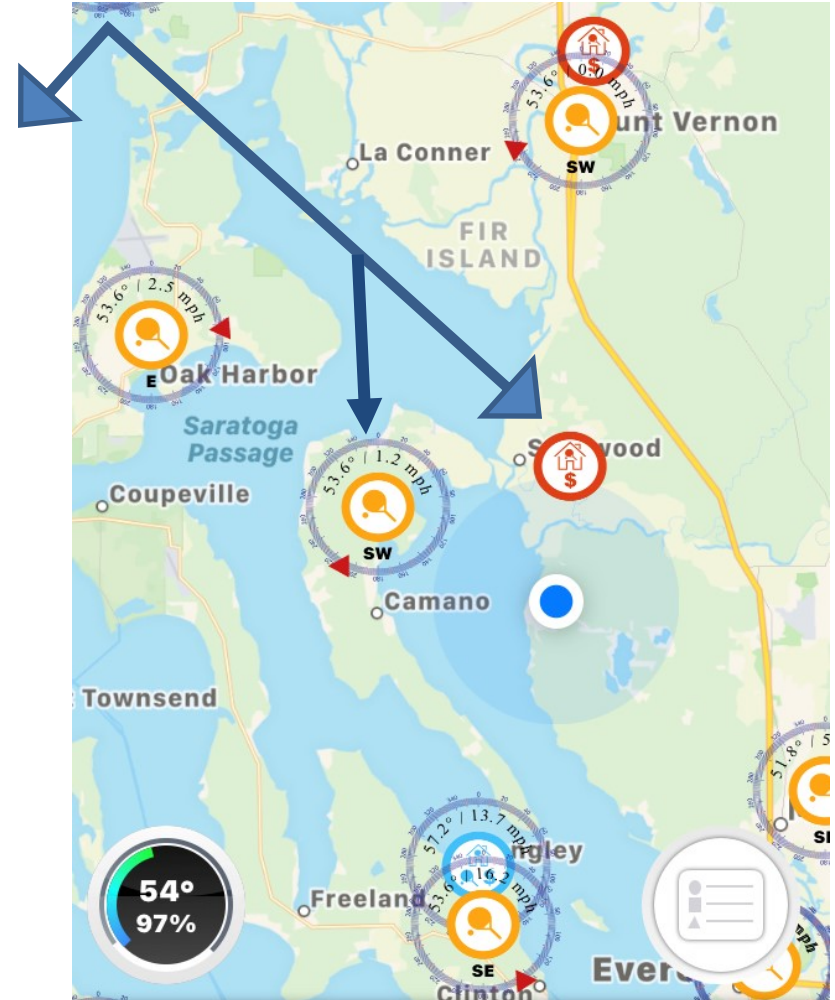
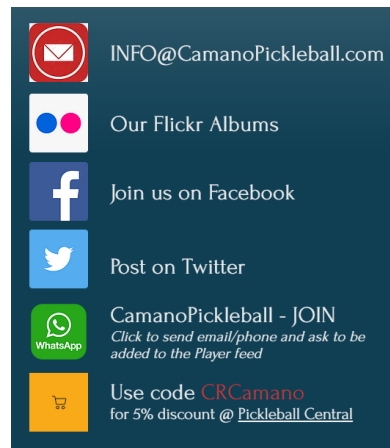
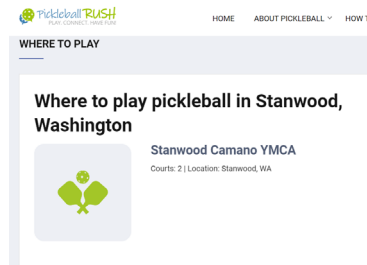


ROBIN TILMAN

Director
New Member Relations

Our Board

**Camano-Stanwood Pickleball promotes
Stanwood/Camano Locally & all over the USA**





Camano Cup Pickleball Tournament

- Held August since 2017
- Four-day event with ~450+ in attendance
- Marketing and Registration on national website, pickleballtournaments.com.
- 217 players compete in Singles, Men's and Women's Doubles, Mixed Doubles from 5 different states and two countries
- 185 Players from outside Camano/Stanwood
- 54% Male/45% Female
- Age Range 16-73 Years
- Generated tens of thousands of dollars in revenue for local economy

Consider Make Pickleball a Priority in Stanwood

6-8 Designated Pickleball Courts

- w/ Restrooms
- w/ Water
- w/ a Cover
- w/ Lights





“Great parks gives us something we can be proud of and helps Stanwood be a health conscience, active community”
~ Sid Roberts, Councilmember, City of Stanwood



We would like the to partner with the City of Stanwood for better places to play pickleball for youth, seniors and families.



CAMANO PICKLEBALL



QUESTIONS?





**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: **6a**

DATE: April 14, 2022

SUBJECT: Police Compstat Reports

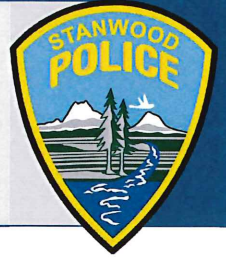
CONTACT PERSON: Chief Rebecca Lewis

ATTACHMENTS: A – February 2022 Compstat Report

SUMMARY STATEMENT

Attached is the February 2022 Compstat Reports for council review.

Stanwood Police Department CompStat Report



ATTACHMENT A



City of Stanwood Police Chief Rebecca Lewis

Prepared by: Snohomish County Sheriff Office Crime Analysis Unit and Stanwood Police Department

FEBRUARY 2022

Stanwood Police Department

COMPSTAT REPORT



What is CompStat?

CompStat stands for 'Computer Statistics' dealing specifically with crime. It is found to be an effective way to accurately track crime and use the information to deploy officers to address it in timely manner. It is a performance management system that is used to reduce crime and achieve other police department goals. It emphasizes information-sharing, responsibility and accountability and improving effectiveness.

What is the benefit to the community?

CompStat allows us to track crime problems and allocate resources to the areas that are being affected. By being able to focus our efforts on areas being impacted, we are able to make apprehensions and drive down crime in Stanwood.

How is data collected?

Crime Analysts access a variety of systems to collect and analyze law enforcement data. Data collection begins at the 911 call center (SNO911) and carries over into law enforcement records management systems (LERMS). Much of the information presented in this report is also reported to state and federal agencies annually.

What data will you see in this report?

What occurred within the city limits of Stanwood and calls responded to by the Stanwood Police outside the city.

This is a true representation of all police activity occurring in the City of Stanwood, you will see these calls listed as "In the STW Beat". On occasion, Stanwood Police officers will be called outside the city to assist other agencies. We also have deputies who live outside of the city so on occasion they will make a traffic stop or respond to a nearby call while commuting to work. You will see these call listed as "Answered by STW ORI"

Incident data:

This represents what police were called to and includes self-initiated activity. Multiple 911 calls for the same incident are presented as a single incident.

Case data:

An incident becomes a case when the deputy determines reporting protocol is met. A case is often generated based on a specific crime, traffic collisions, arrest or the need to document specific actions or information.

FEBRUARY 2022

Stanwood Police Department

POLICE STAFFING



The City of Stanwood contracts for law enforcement services through the Snohomish County Sheriff's Office. The contract is identified as a "stand alone" contract, which allows the City of Stanwood to maintain its own police identity to include policies and procedures that meet unique small city needs. All uniforms and vehicles are identified as Stanwood Police and we provide services to the city population of approximately 7,425.

DIVISIONS:

CHIEF OF POLICE: Has the rank of Lieutenant with the Sheriff's Office. Oversees all aspects of the Police Department daily operations. The Chief works with city staff to ensure community needs are met.

ADMINISTRATIVE SERGEANT: Administers the day-to-day administrative functions of the Police Department and oversees the day shift deputies, School Resource Officer and Detective. Steps in as the Chief of Police when the chief is absent.

NIGHT SERGEANT: Oversees the swing shift and night shift deputies.

PATROL DIVISION: Responds to crimes in progress, traffic collisions, missing persons, and other emergency and non-emergency calls for service.

SCHOOL RESOURCE OFFICER: Utilizes the concept of educator, informal counselor, and law enforcer; working to bridge the gap and build relationships between law enforcement and youth.

DETECTIVE: Works in conjunction with patrol and the resources of the Snohomish County Sheriff's Office to investigate a broad range of felony- and misdemeanor-level crimes that occurred in the City of Stanwood.

	ASSIGNED	VACANCIES	PERCENTAGE
Chief	1	0	100%
Sergeant	2	0	100%
Deputy	6	0	100%
School Resource Officer	1	0	100%
Detective	1	0	100%

FEBRUARY 2022

Stanwood Police Department

RECORDS UNIT



Records Summary: Job duties include, but are not limited to, the following;

- Provide administrative support for all members of the Stanwood Police Department.
- Assist the Chief of Police with police budget tracking and review.
- Verify and code all incoming invoices for the Police Department.
- Ordering of supplies for the department, and special events.
- Subject matter expert for the Law Enforcement Records Management System (LERMS) used by Stanwood Police Department.
- Manage all Stanwood Police Department documents and records.
- Review all electronic case file entries and information for accuracy.
- Scan paper records into electronic case files.
- Forward criminal arrest referrals to the Prosecuting Attorney's Office.
- Enter trespass notices, gun alerts, and other safety alerts into the agency's electronic records management system.
- Route Child Protective Services & Adult Protective Service referrals.
- Maintain department case file and document archives per Washington State records retention/destruction schedules.
- Responsible for federal reporting of crime statistics to the National Incident Based Reporting System (NIBRS).
- Run monthly case audits and records validations.
- Enter court orders, missing persons, vehicle impounds, lost or stolen property, stolen vehicles, etc. into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Provide second checks for all entries made into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Conduct background checks for concealed pistol license and pistol transfers applications.
- Provide fingerprint services for concealed pistol license applicants and citizen fingerprints.
- Review and fulfill public records requests within the guidelines of the Public Records Act.
- Create/update/maintain all process, procedure, and training manuals for the position.
- Serve as Stanwood Police Department's Terminal Agency Coordinator for the Washington State Patrol ACCESS program.
- Assists with walk-in and telephone customers, averaging 8,000 yearly contacts.
- Route calls to 911 and non-emergency dispatch.
- Respond to requests for service and answer general questions.
- Manage key & key fob assignments for City of Stanwood employees.

	2022	2021	2020	2019	Year to Date
Public Records Requests	35	19	38	26	73
Concealed Pistol License Issued Adjusted January total 41	32	68	20	53	73
Pistol Transfer Checks	37	27	23	17	68
Fingerprinting & Approximate Time	4 1.00 hrs	40 10.00 hrs	27 6.75 hrs	45 11.25 hrs	13 3.25 hrs

FEBRUARY 2022

Stanwood Police Department

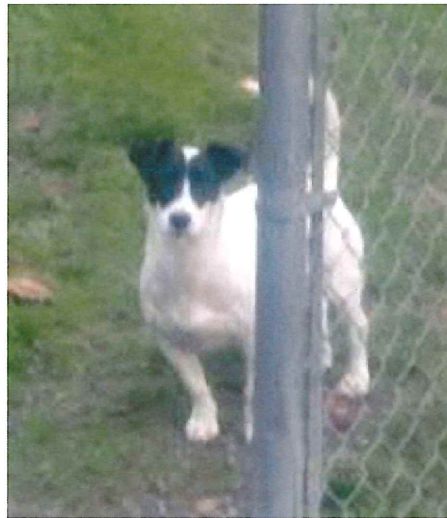
Detective Report



Update: Stanwood Case 2022-201 Theft

On 01-12-2022 at about 3:30pm Ace Hardware reported a theft and provided a description of the truck the suspect left in. Stanwood deputies stopped the truck in the Haggen parking lot and contacted four occupants. The subjects were eventually released pending review of store video.

Deputies later learned two of the subjects provided false names and the suspect in the theft from Ace Hardware (pictured below), had stolen property from Harbor Freight in Marysville earlier in the day. The same male stole from Harbor Freight in Marysville on 01-25-2022 and again, fled in the blue and white truck.



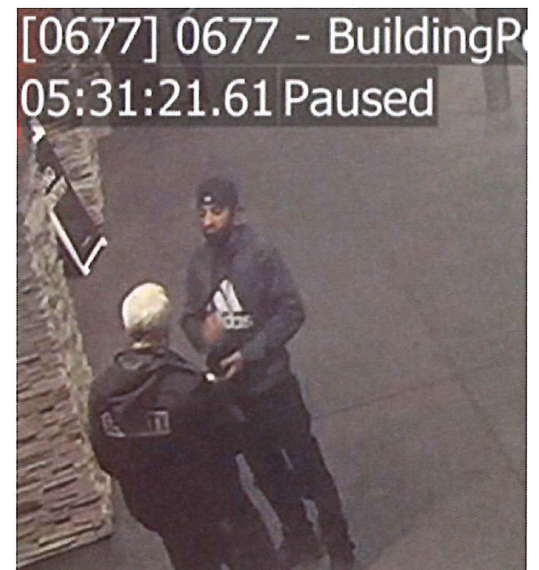
On 02-10-2022 A Tulalip Police detective identified the subject. The subject's Facebook page included a posted image of his dog.

Charges have been referred to the Prosecutor's Office.

Update: Suspect Associated with Stanwood Case 2021-6368 Vehicle Prowl/Identity Theft

The suspect associated with several Vehicle Prowl/Identity Theft cases in Stanwood and Skagit County was arrested by officers from the Sedro-Woolley Police Department on 02-12-2022.

Detective Martin will attempt to interview the subject at the Skagit County Jail.



FEBRUARY 2022

Stanwood Camano School

SCHOOL RESOURCE OFFICER



FBLA MAKES GREAT SHOWING! 2022 REGIONAL COMPETITION

Congratulations to the student competitors of our Stanwood High School Future Business Leaders of America! Several students competed in the February FBLA regional competition (NW Region) Saturday February 12th. Stanwood High had 14 first place finishers in several categories, with many more placing 2nd through 6th place. All Stanwood High FBLA members that competed are now eligible for the FBLA State competition held in Spokane in April. Congratulations to all the students and Mr. Colby for this great showing.



STANWOOD HIGH SCHOOL CAMERAS

The New Stanwood High School (as well as Lincoln Hill Alternative and Saratoga Schools) boasts many, many new cameras with hundreds of views across the campuses, along with cameras from the Maintenance and Information & Technology buildings. Many of our parking lots are waiting on camera surveillance which assists in safety and security of our schools, as well as assisting with investigation criminal activity and investigation of vehicle crashes. Several areas within Stanwood High School have been found to be lacking in sufficient camera coverage (mainly outside restroom areas where a majority of our malicious mischief cases occur). These concerns have been addressed and additional cameras are on order to fill those needs.

STANWOOD HIGH SCHOOL GIRLS BASKETBALL

Seventh seeded Stanwood High school Girls Basketball lost to Garfield 67-44 in Bellevue on Saturday February 26th. The 12-5 girls continue on to play #10 Auburn on Wednesday March 2nd in the first round of the Hardwood Classic. Go Spartans!

FEBRUARY 2022



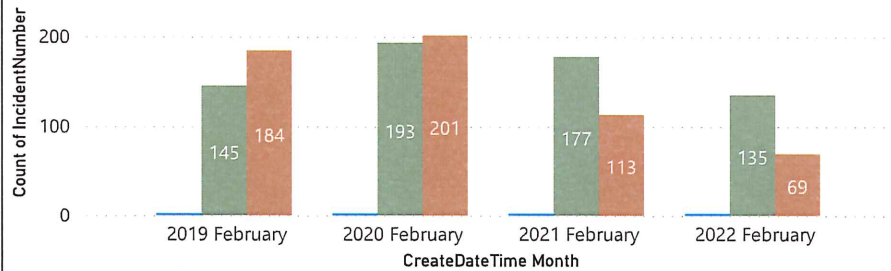
The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggen's, it counts here once.

IN THE STW BEAT

Previous Month Over Time

Count of IncidentNumber by Year, Month and Call Origination

Call Origination ● (Blank) ● 911 call ● Officer-Initiated



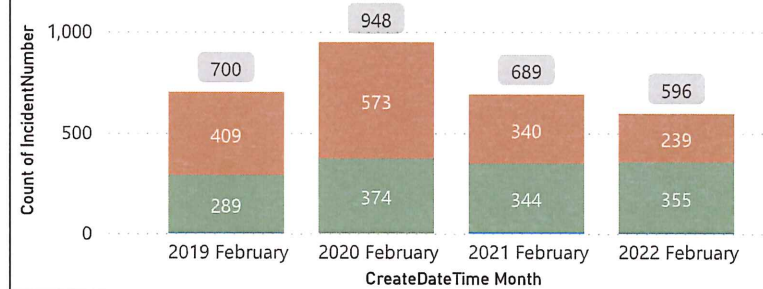
TOTAL INCIDENTS

ANSWERED BY STW ORI

Previous Month Over Time

Count of IncidentNumber by Year, Month and Call Origination

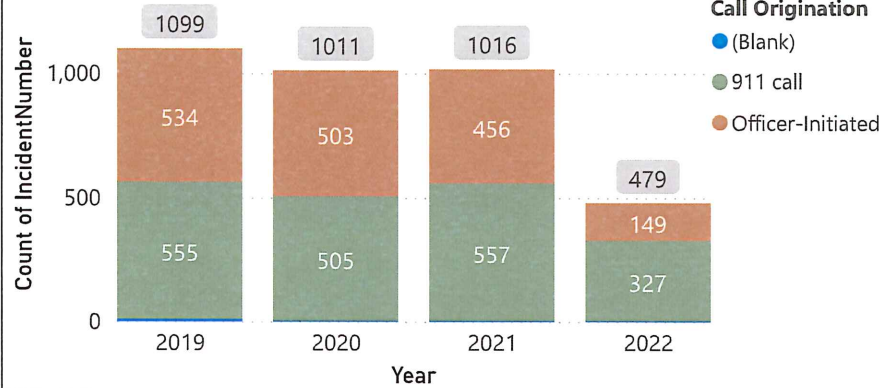
Call Origination ● (Blank) ● 911 call ● Officer-Initiated



To Date by Year

Count of IncidentNumber by Year and Call Origination

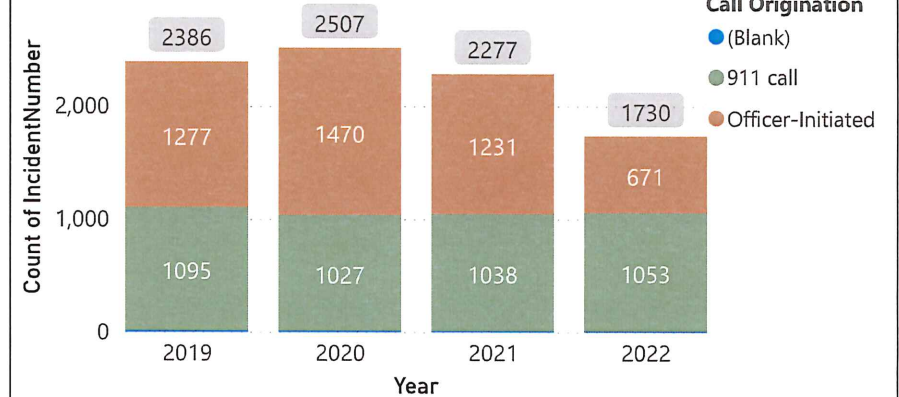
Call Origination
● (Blank)
● 911 call
● Officer-Initiated



To Date by Year

Count of IncidentNumber by Year and Call Origination

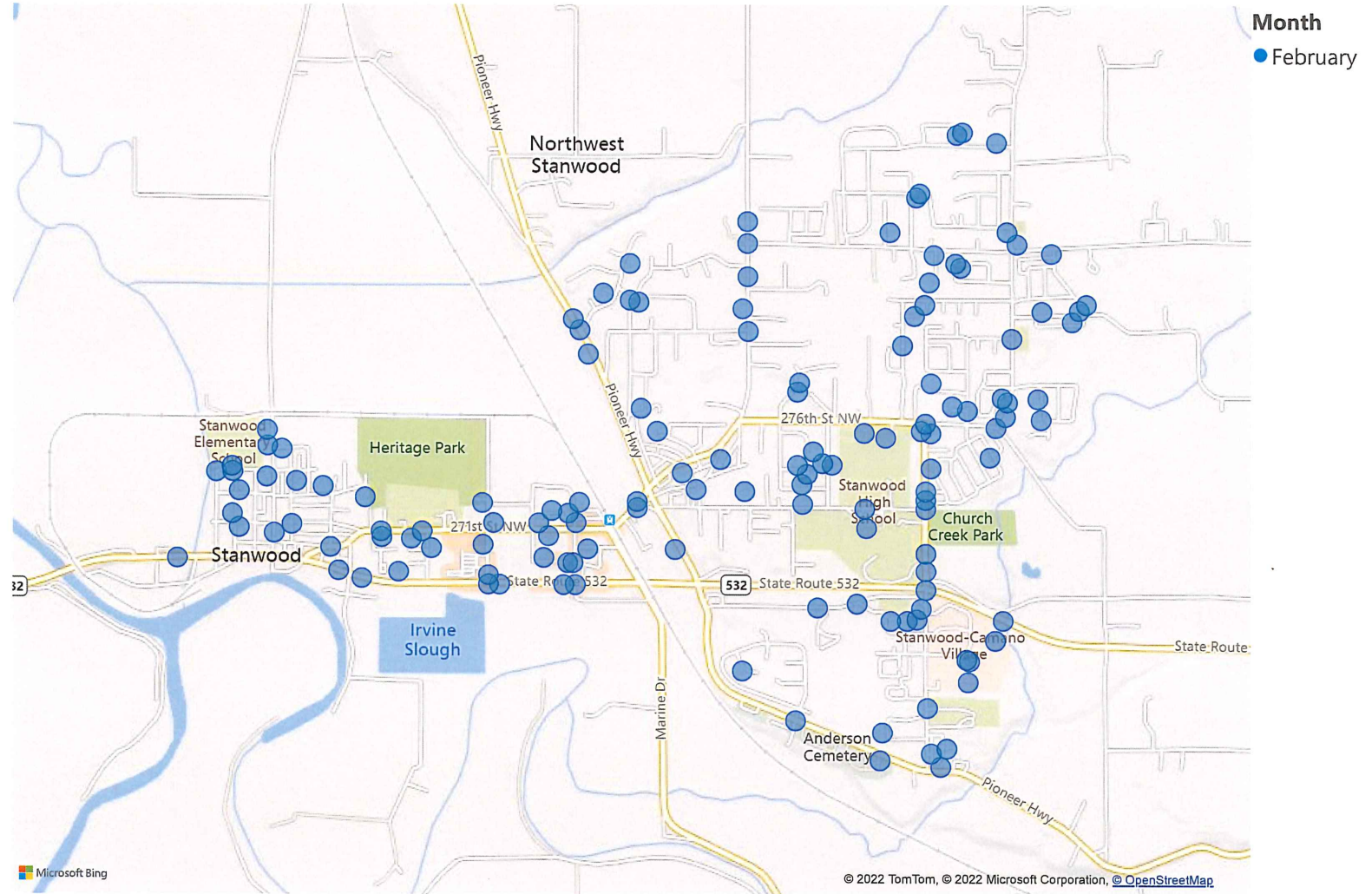
Call Origination
● (Blank)
● 911 call
● Officer-Initiated



All Incidents STW
Beat Past 1 Month

206
Count of
IncidentNumber

All incidents Past 1 Month - excludes victim privacy concerning incidents





Incidents Answered by STW not in STW - In the Past Month

ANSWERED BY STW ORI

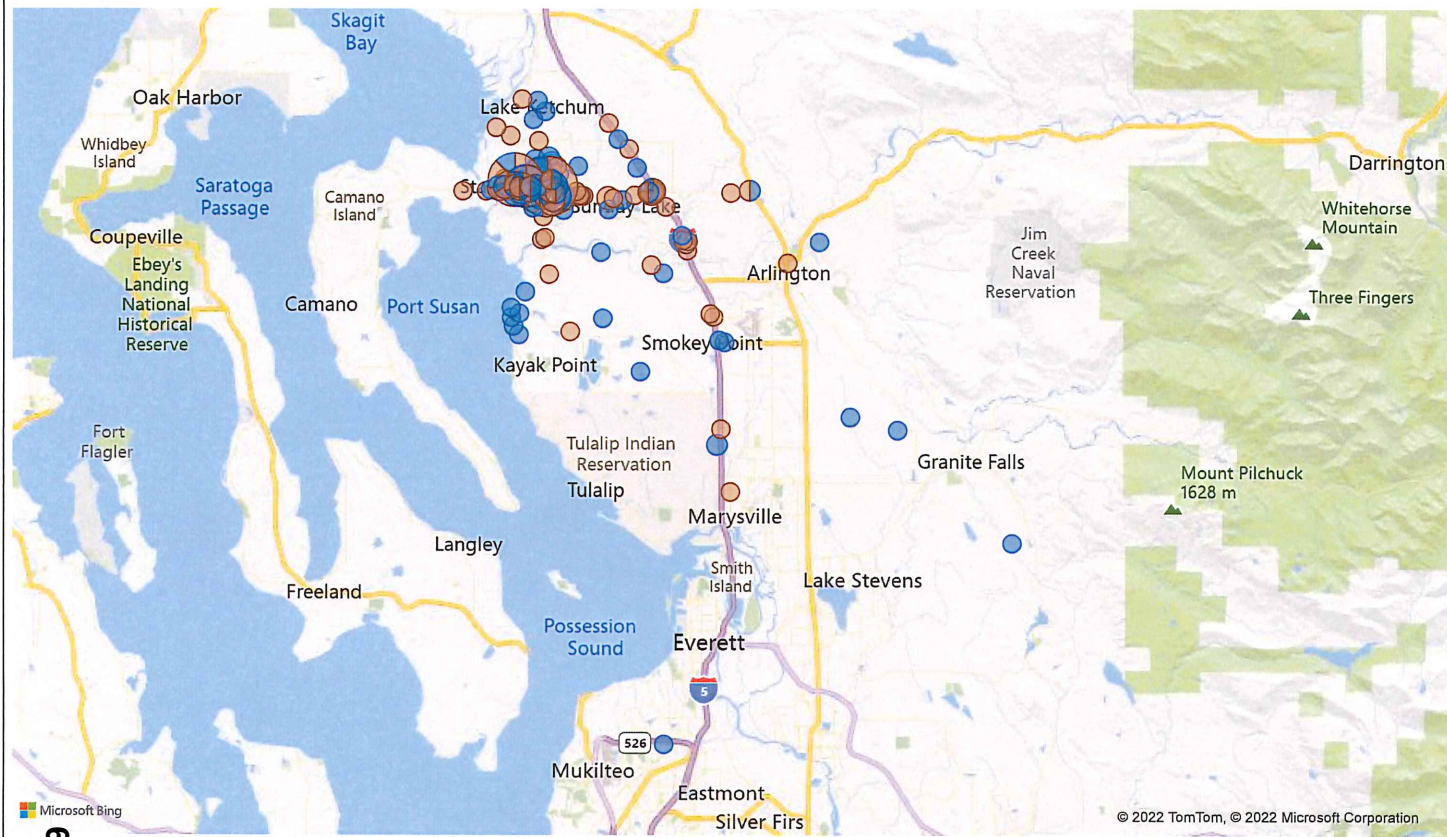
CreateDateTime

2/1/2022

2/28/2022



Call Origination ● 911 call ● Officer-Initiated



Beat	911 call	Officer-Initiated	Total
	207	137	344
41	1		1
ARLS	1		1
D1	19	15	34
D3	2	1	3
E1	2		2
L2	1		1
MAR4; MARS		1	1
WSPD1	1	19	20
WSPD3		1	1
Total	234	174	408

IncidentNumber F^
< >

IN THE STW BEAT

Previous Month

Hour	1-Sun	2-Mon	3-Tues	4-Wed	5-Thur	6-Fri	7-Sat	Total
0		1	1					2
1		1	1					2
2		2						2
4		1	2		1			4
5	1							1
6		2	1					3
7		2			1			3
8						2	3	5
9	2	4	3	3	2	1	1	16
10		2	2		1		2	7
11	2	2	1	1	1			7
12		2	2	1	1	1		7
13	1	1		4	1			7
14	1	1	1	2	3	1	2	11
15	1	2	2		3	1	1	10
16	1	3	3			2	4	13
17		2	2			3	2	9
18		1		1		1	1	4
19			2		1	3	1	7
20	1		2					3
21		3			2		3	8
22	1	1				1		3
23							1	1
Total	11	33	25	12	17	16	21	135

Calls to 911

ANSWERED BY STW ORI

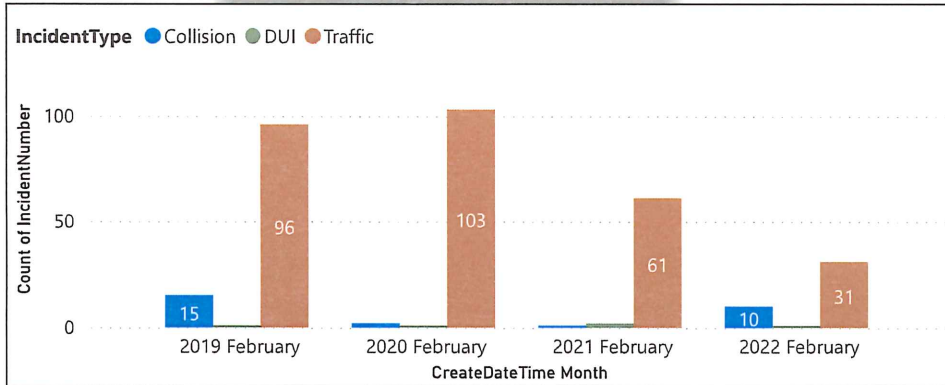
Previous Month

Hour	1-Sun	2-Mon	3-Tues	4-Wed	5-Thur	6-Fri	7-Sat	Total
0		1	1	1	1			4
1	2	1	3			1	1	8
2		2						2
3	2	3		1				6
4	2	3	1	1	1	2	1	11
5		2	1					3
6	2	2	1	1	1	1		8
7		3			3	1		7
8	1	2		1	1	5	3	13
9	3	3	3	2	3	4	1	19
10	1	5	5	1	2	1	2	17
11	3	3	2	3	1	4	1	17
12	1	3	2	4	5	2	1	18
13	3	5	3	8	1	1	1	22
14	6	2	7	7	5	6	3	36
15	7	4	6	2	5	5	1	30
16	2	6	6	1	7	7	4	33
17	4	5	3	4		6	3	25
18	1	2	1	3	2	1	4	14
19	1		2	1	5	4	3	16
20	2	2	3	1	5	1	2	16
21	2	3			2		5	12
22	1	1	3		2	4	1	12
23				1		3	2	6
Total	48	62	52	43	52	59	39	355



IN THE STW BEAT

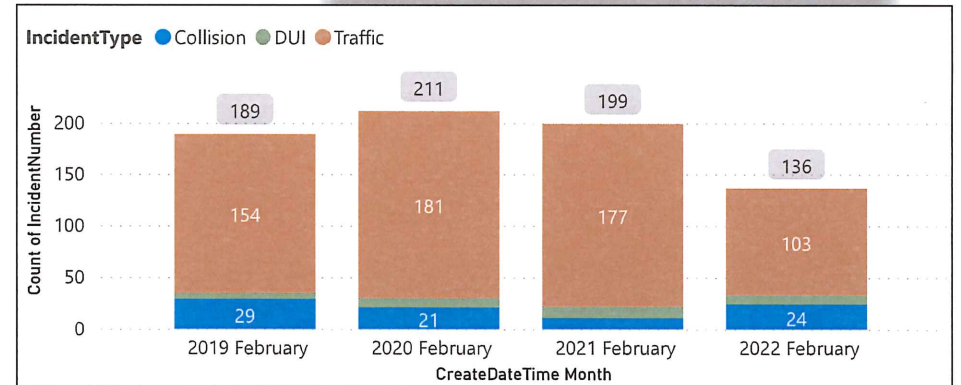
Previous Month Over Time



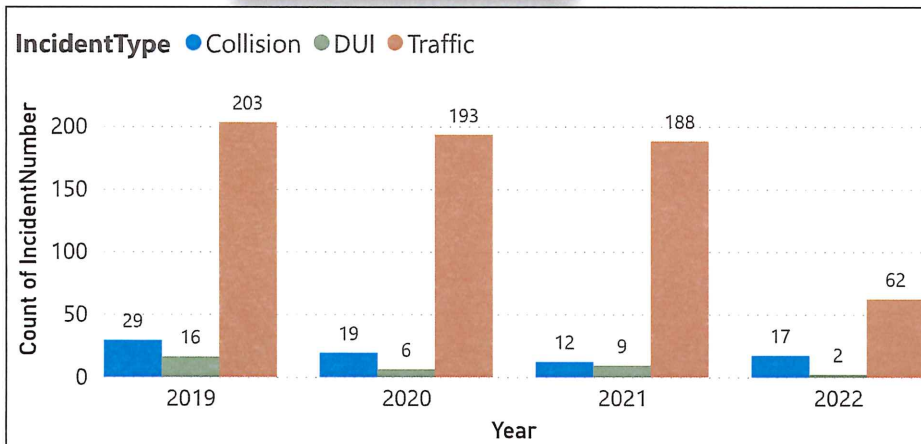
Collision, DUI, and Traffic INCIDENTS

ANSWERED BY STW ORI

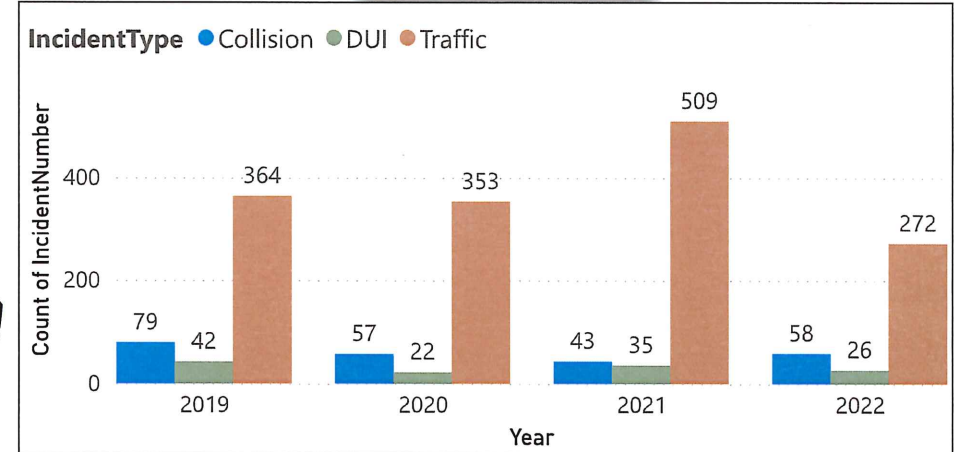
Previous Month Over Time



To Date by Year

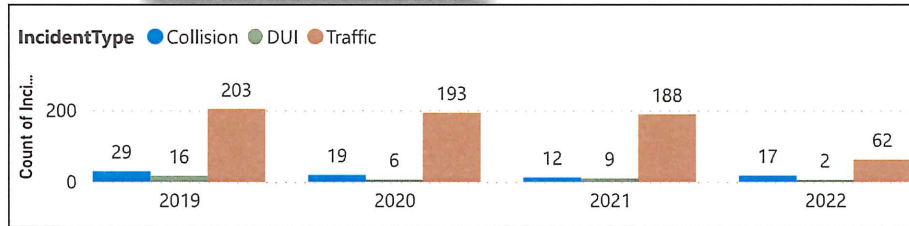


To Date by Year



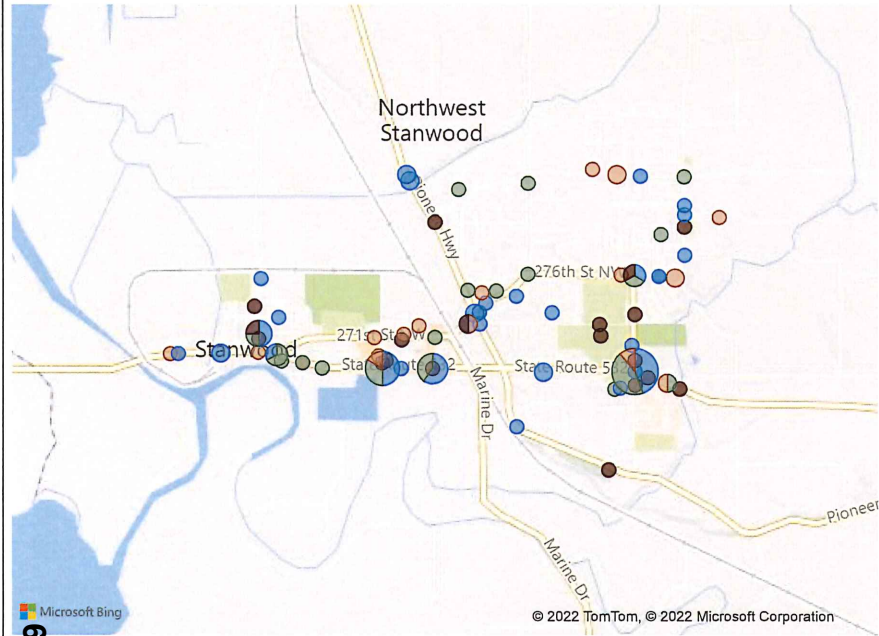
IN THE STW BEAT

To Date by Year



Collision and DUI Only

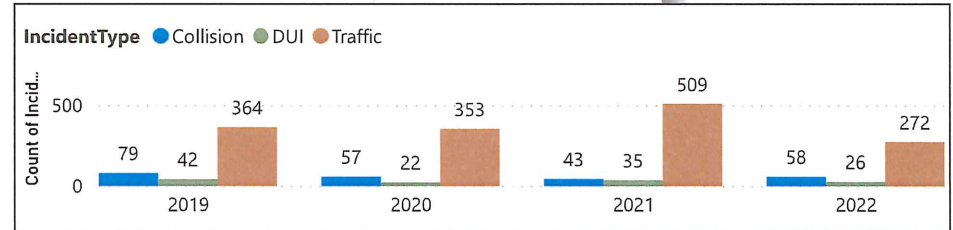
Year Collision 2019 DUI 2020 Traffic 2021 2022



Collision, DUI, and Traffic INCIDENTS

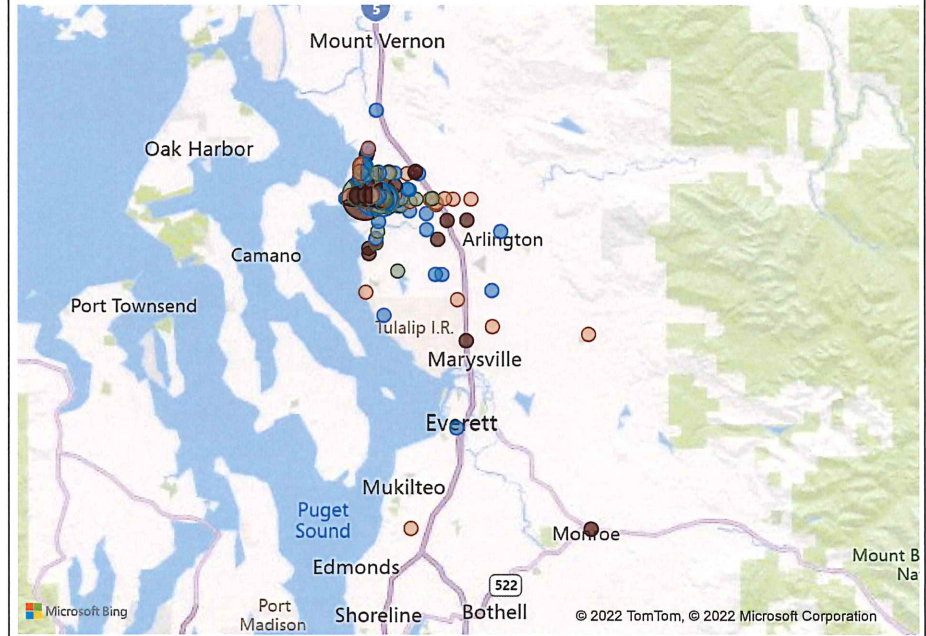
ANSWERED BY STW ORI

To Date by Year



Collision and DUI Only

Year Collision 2019 DUI 2020 Traffic 2021 2022



IN THE STW BEAT

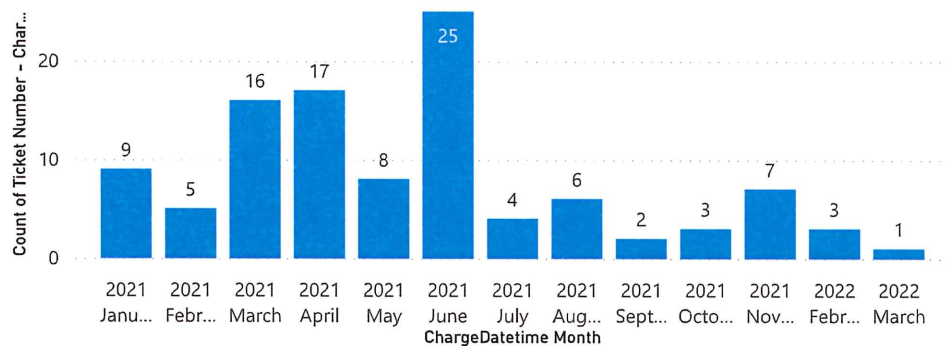
of Tickets

79

of Citations

106

Total Citations



6-15

Tickets - To End of Previous Month, Current Year

How Many Tickets Had More than One Citation?

21



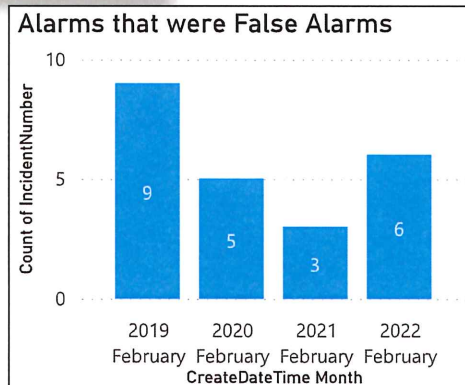
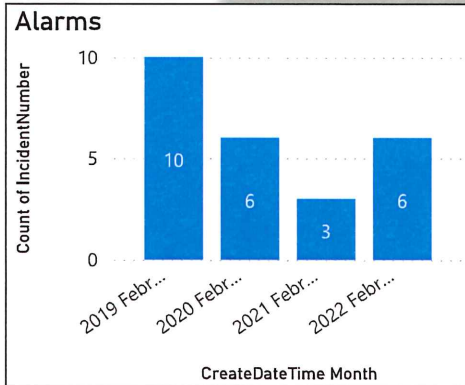
Description	Count
OP MOT VEH W-OUT INS	38
NO VALID OPER LICENSE WITH VALID ID	19
FL RENEW EXPIRED REG >2 MTHS	15
FL RENEW EXPIRED REG <= 2 MTHS	6
NEG DRIVE 2	5
OPER VEH WITHOUT CRNT-PRPR REG-PLATE	3
FOLLOW VEHICLE TOO CLOSELY	2
ALTER-MAKE PLATE ILLEGIBLE-OBSURED	1
DRIVE WITH WHEELS OFF ROADWAY	1
FAIL STOP AT STOP SIGN-INTERSECTION	1
FAIL TO WEAR SAFETY BELT	1
FOLLOW TOO CLOSE TO FIRE APPARATUS (500 FT)	1
IMPEDE TRAFFIC	1
IMPROPER LANE USAGE	1
MV FAIL NOTIFY DOL NAME-ADDR CHANGE	1
OPER-POSSESS VEH WITHOUT REG	1
OVERTIME PARKING	1
PASS STOPPED SCHOOL BUS	1
PROHIBITED PARKING PLACES	1
SPEED 10 OVER (40 OR UNDER)	1
SPEED 14 OVER (40 OR UNDER)	1
SPEED 26 OVER (40 OR UNDER)	1
SPEED 27 OVER (40 OR UNDER)	1
SPEED 5 OVER (40 OR UNDER)	1
SPEED 9 OVER (40 OR UNDER)	1
Total	106

IN THE STW BEAT

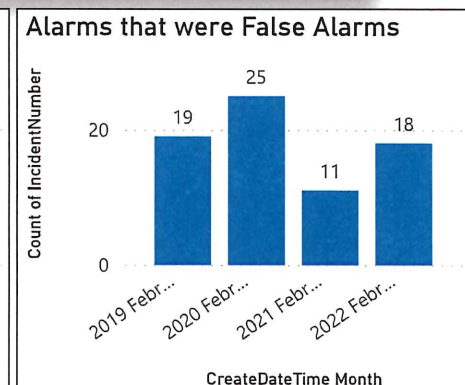
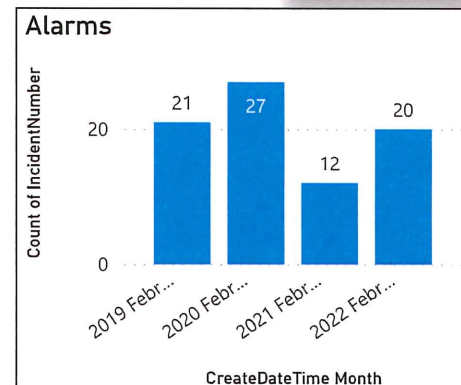
Alarms

ANSWERED BY STW ORI

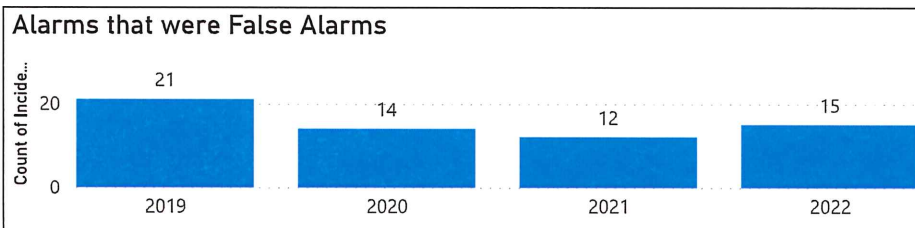
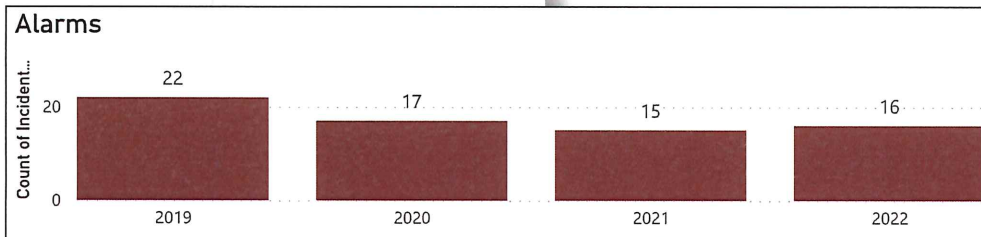
Previous Month Over Time



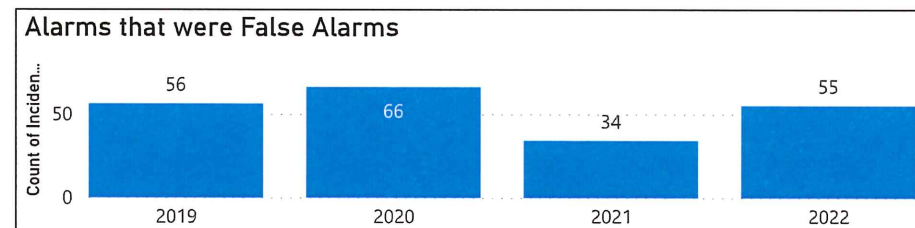
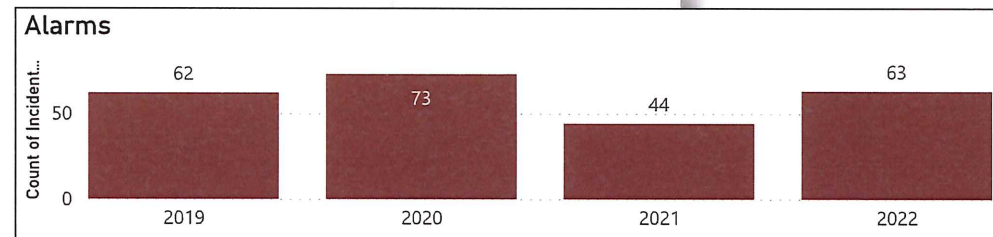
Previous Month Over Time



To Date By Year



To Date By Year

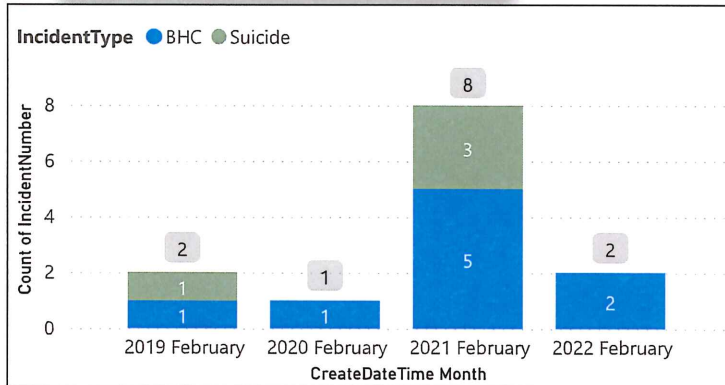


IN THE STW BEAT

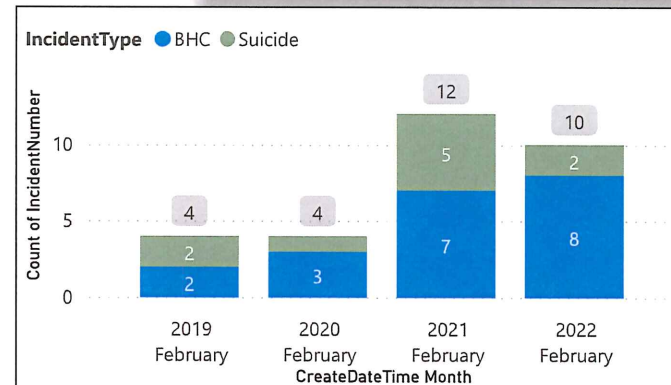
Behavioral Health INCIDENTS

ANSWERED BY STW ORI

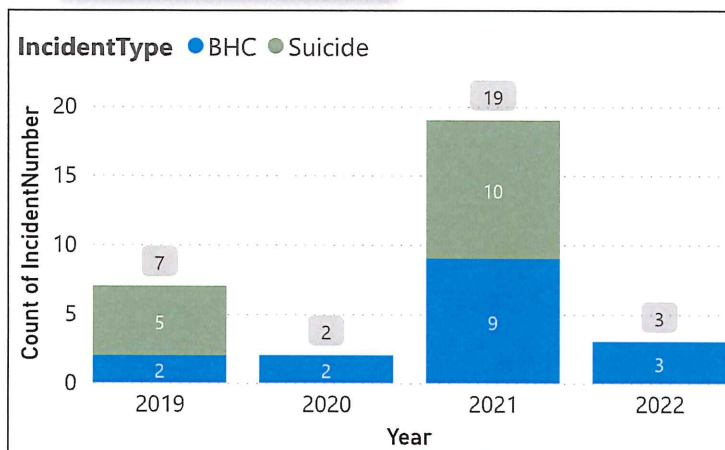
Previous Month Over Time



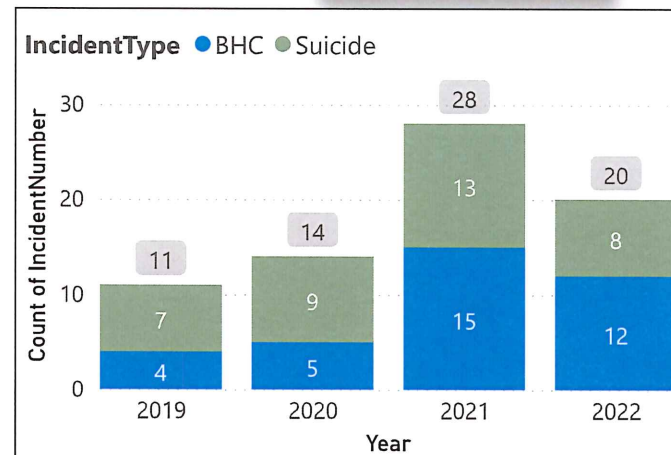
Previous Month Over Time



To Date By Year



To Date By Year



IN THE STW BEAT

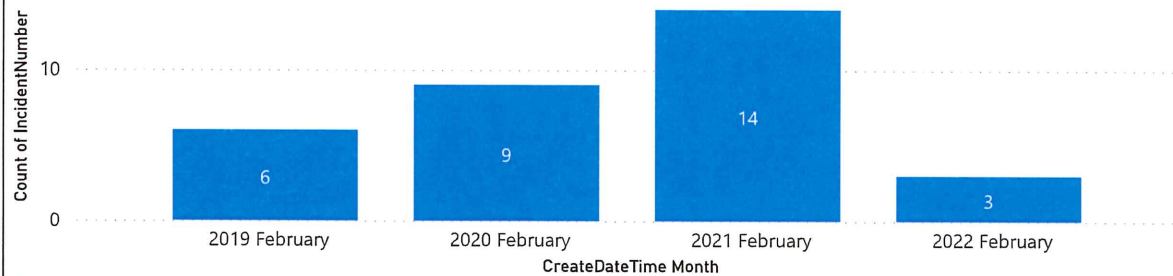
INCIDENTS Ending in DV Status



Previous Month Over Time

Count of IncidentNumber by Year, Month and Call Origination

Call Origination ● 911 call



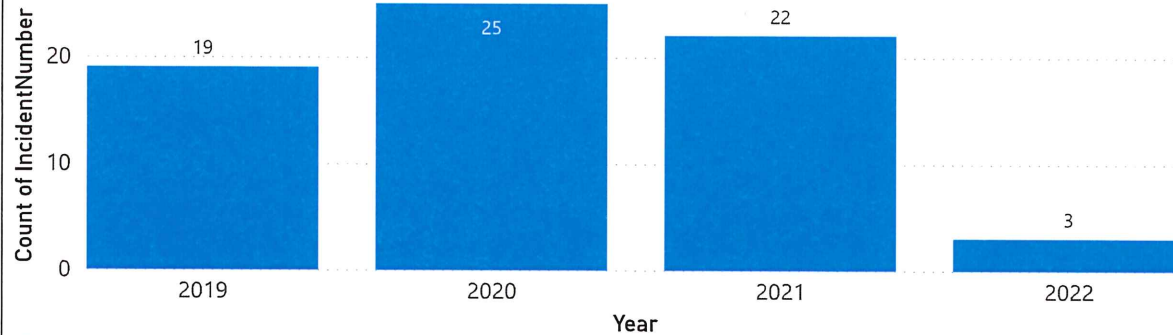
Weekday 2019 2020 2021 2022 Total

Weekday	2019	2020	2021	2022	Total
1-Sun	3	4			7
2-Mon	1		6		7
3-Tues		2	3	2	7
4-Wed	1	4	4	1	10
5-Thur		4		3	7
6-Fri	2	2	2	1	7
7-Sat	4	1		1	6
Total	11	17	15	8	51

To Date By Year

Count of IncidentNumber by Year and Call Origination

Call Origination ● 911 call



Weekday 2019 2020 2021 2022 Total

Weekday	2019	2020	2021	2022	Total
1-Sun	5	12	1	1	19
2-Mon	7	5	6	1	19
3-Tues	2	4	3	6	15
4-Wed	8	5	6	4	23
5-Thur	6	8	2	4	20
6-Fri	7	2	6	4	19
7-Sat	9	5	5	4	23
Total	44	41	29	24	138

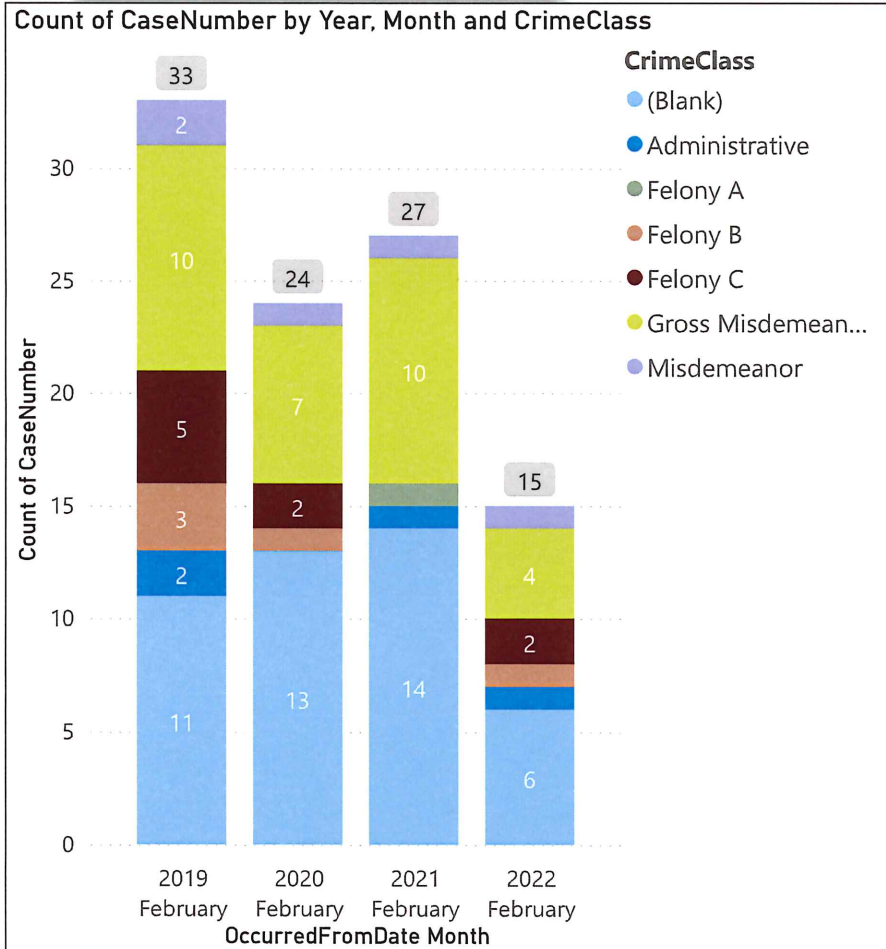


The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.

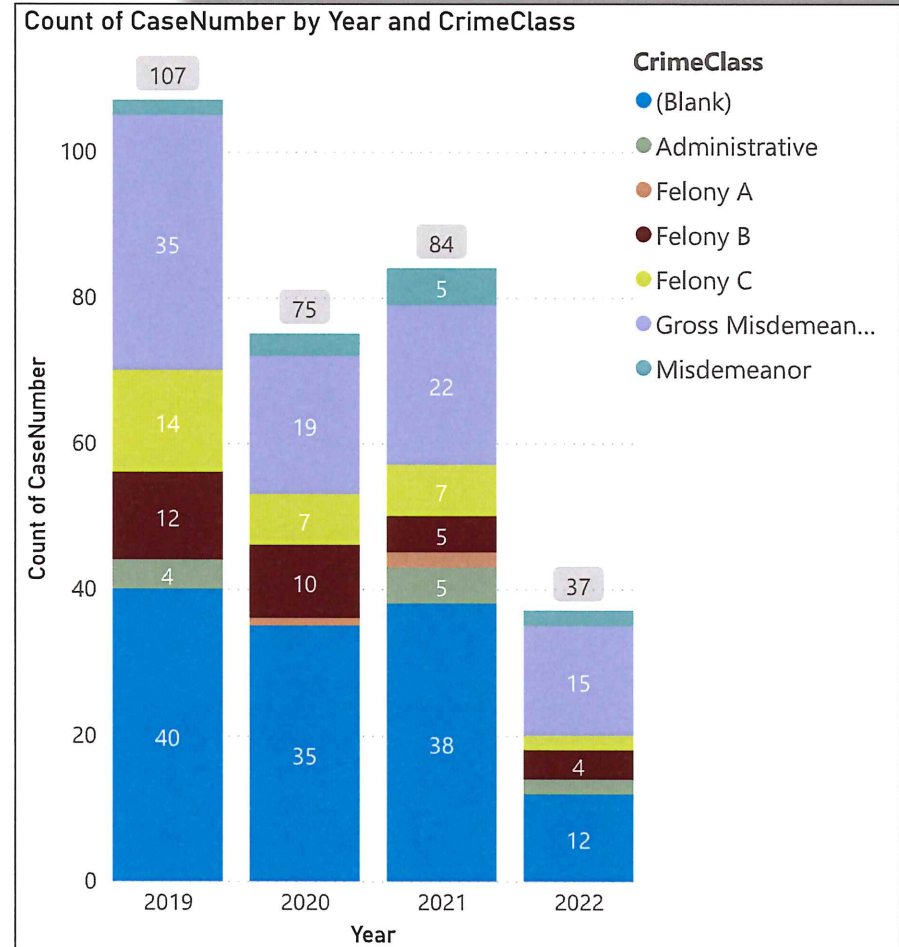
TOTAL CASES

IN THE STW BEAT

Previous Month Over Time



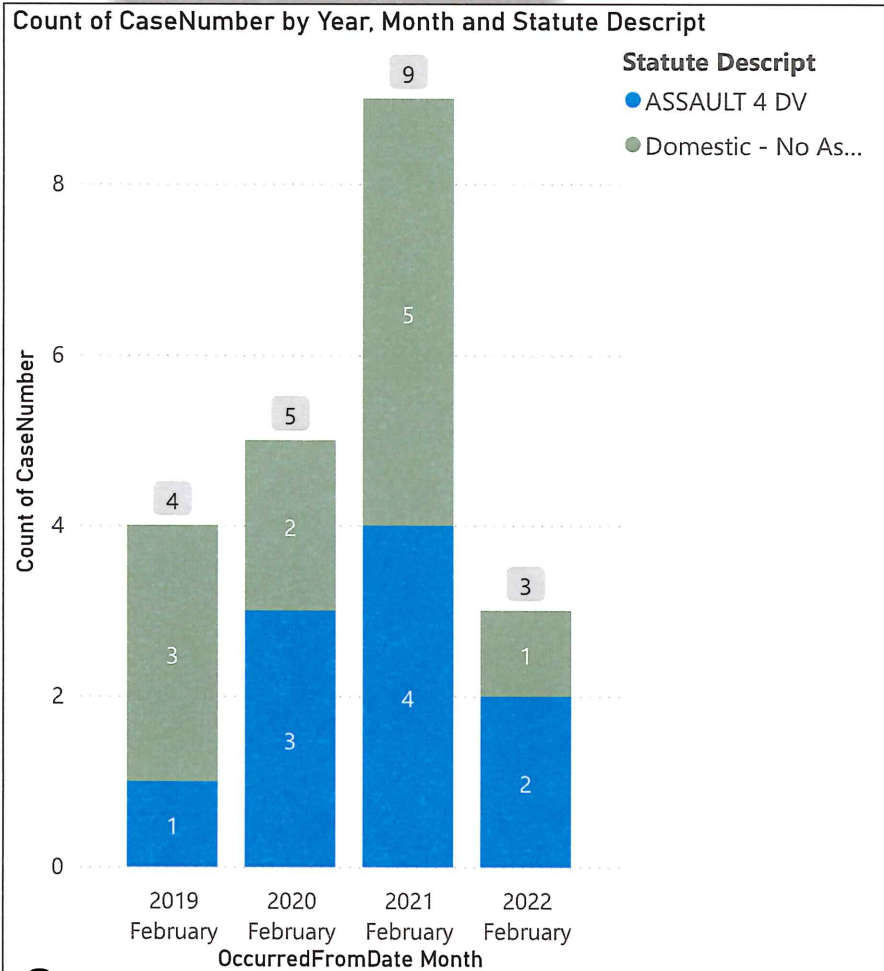
To Date by Year



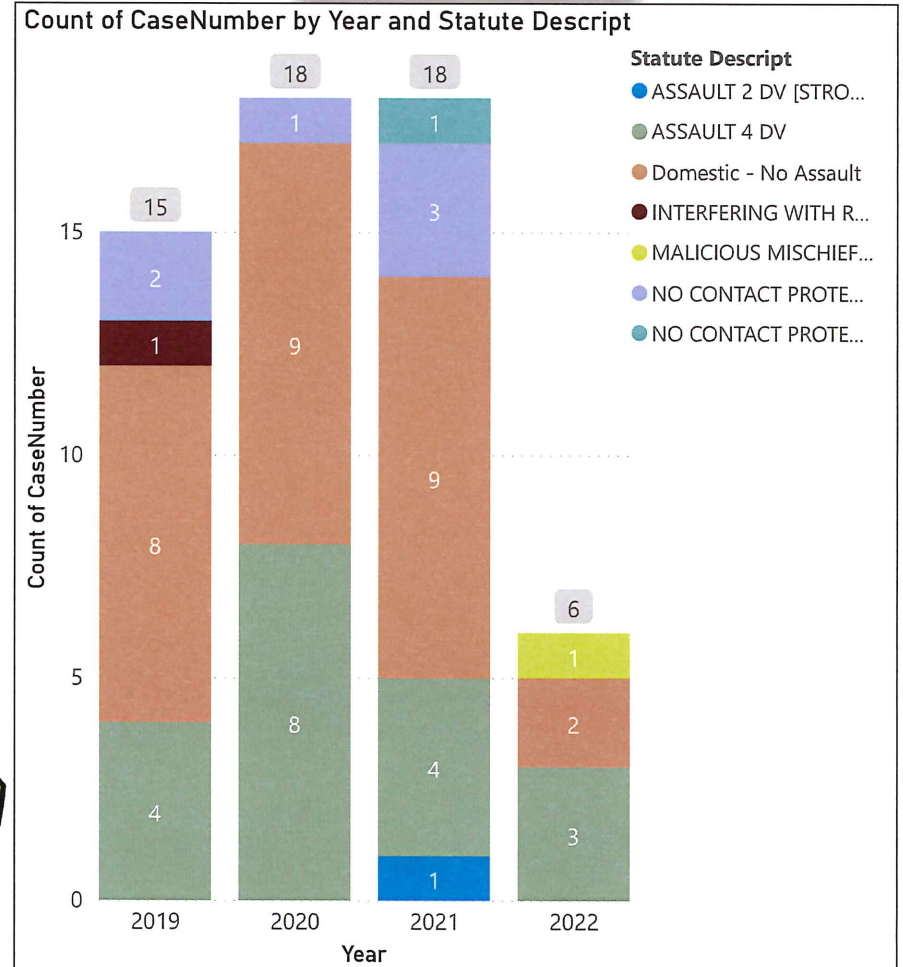
Domestic Related CASES

IN THE STW BEAT

Previous Month Over Time



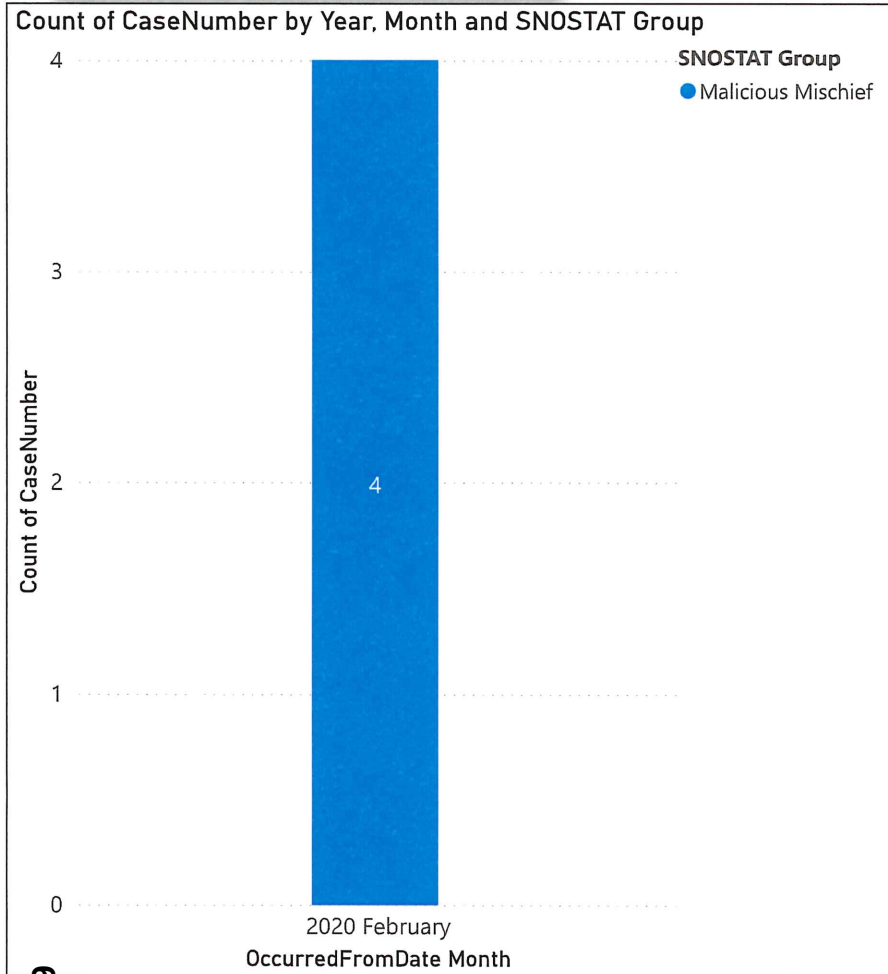
To Date By Year



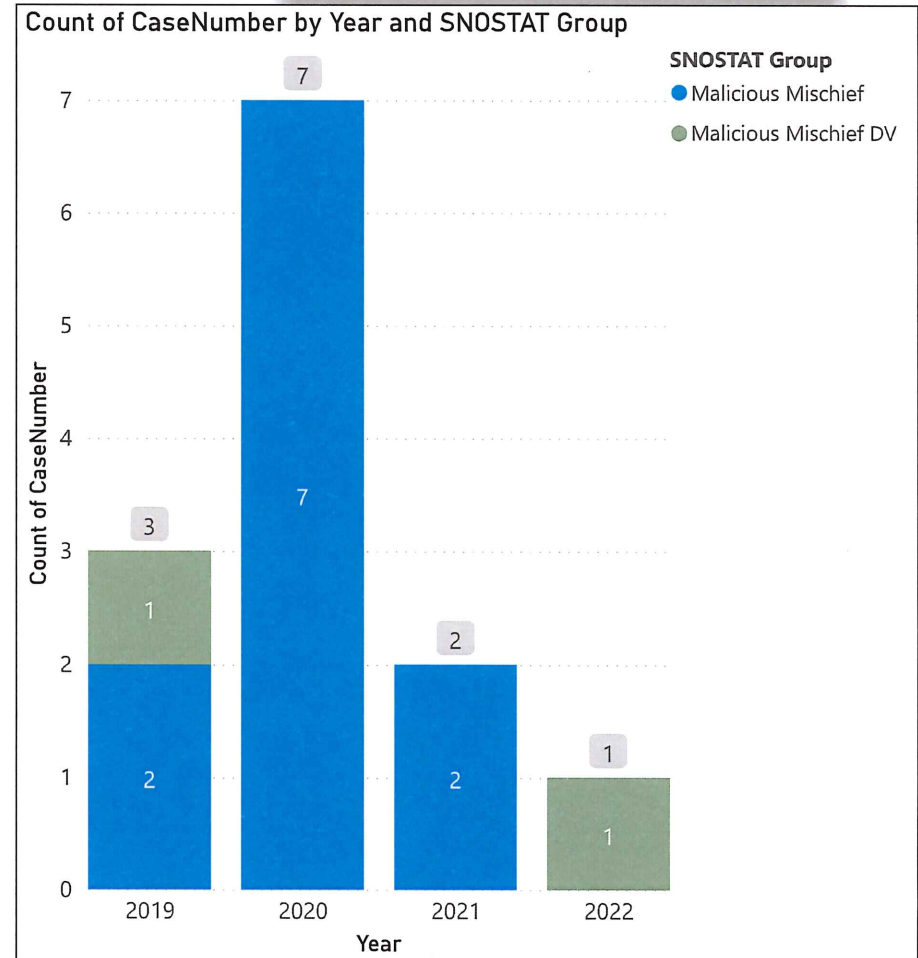
Malicious Mischief CASES

IN THE STW BEAT

Previous Month Over Time



To Date By Year



Auto Theft CASES

Previous Month Over Time

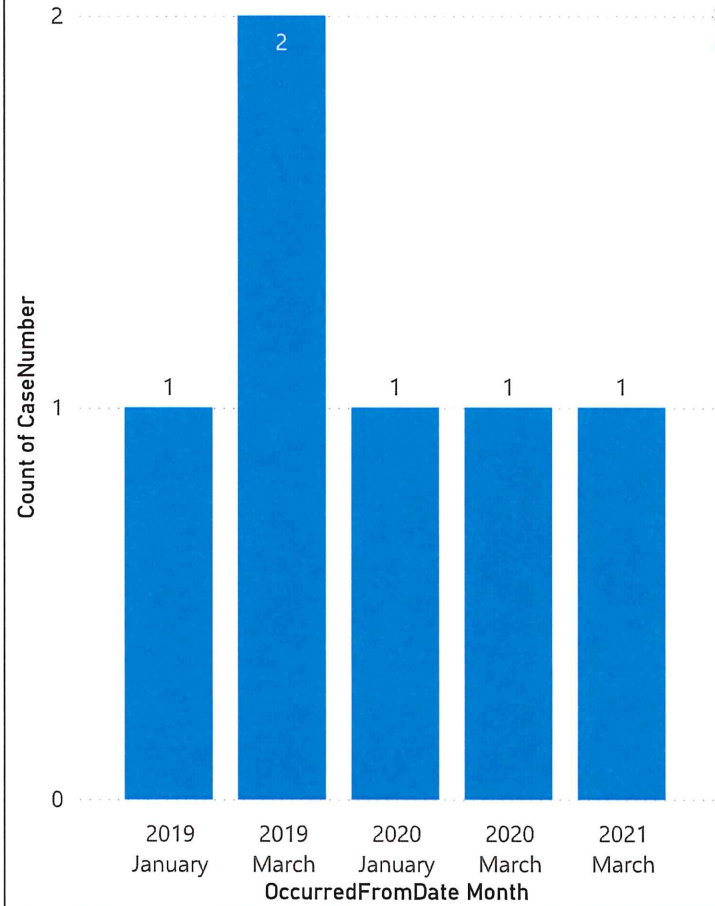
IN THE STW BEAT

To Date by Year

Count of CaseNumber by Year, Month and SNOSTAT Group

Count of CaseNumber by Year, Month and SNOSTAT Group

SNOSTAT Group
● MV THEFT



OccurredFromDate Month



IN THE STW BEAT

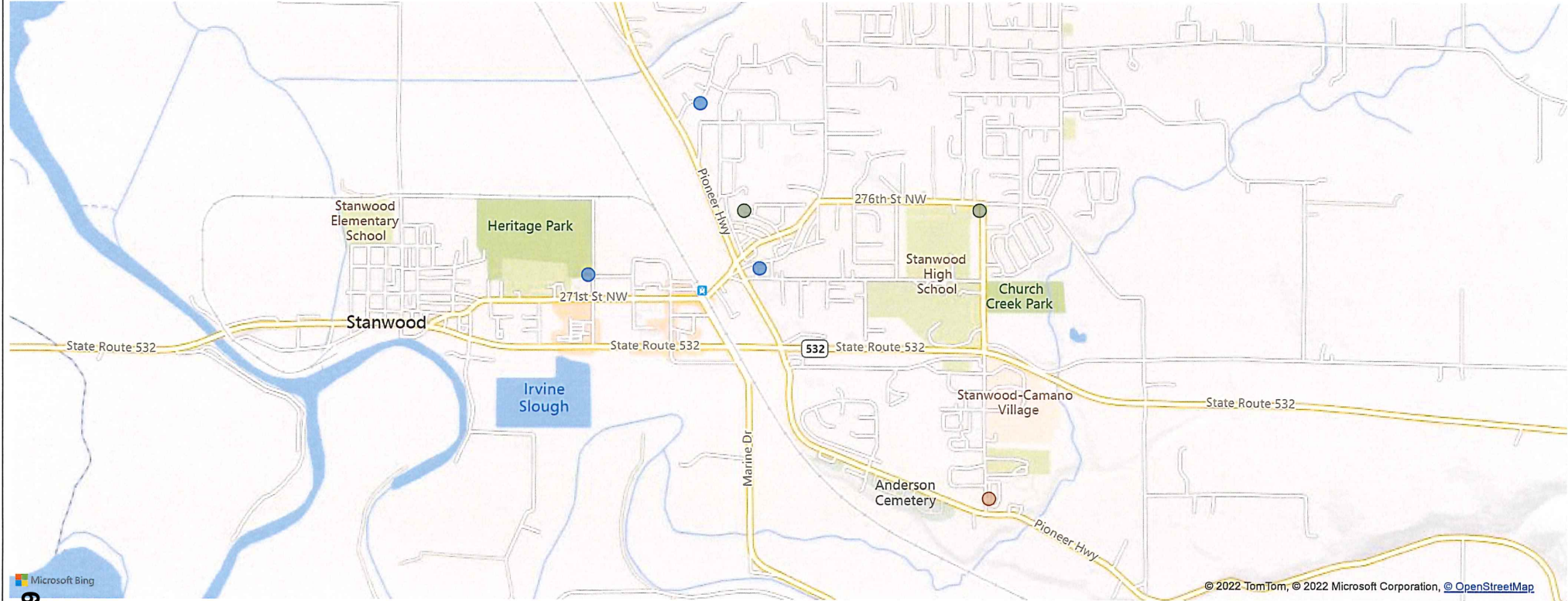
To Date By Year

Auto Theft CASES

Year	Count of CaseNumber
2019	3
2020	2
2021	1
Total	6

Count of CaseNumber by Year, Lat and Lon

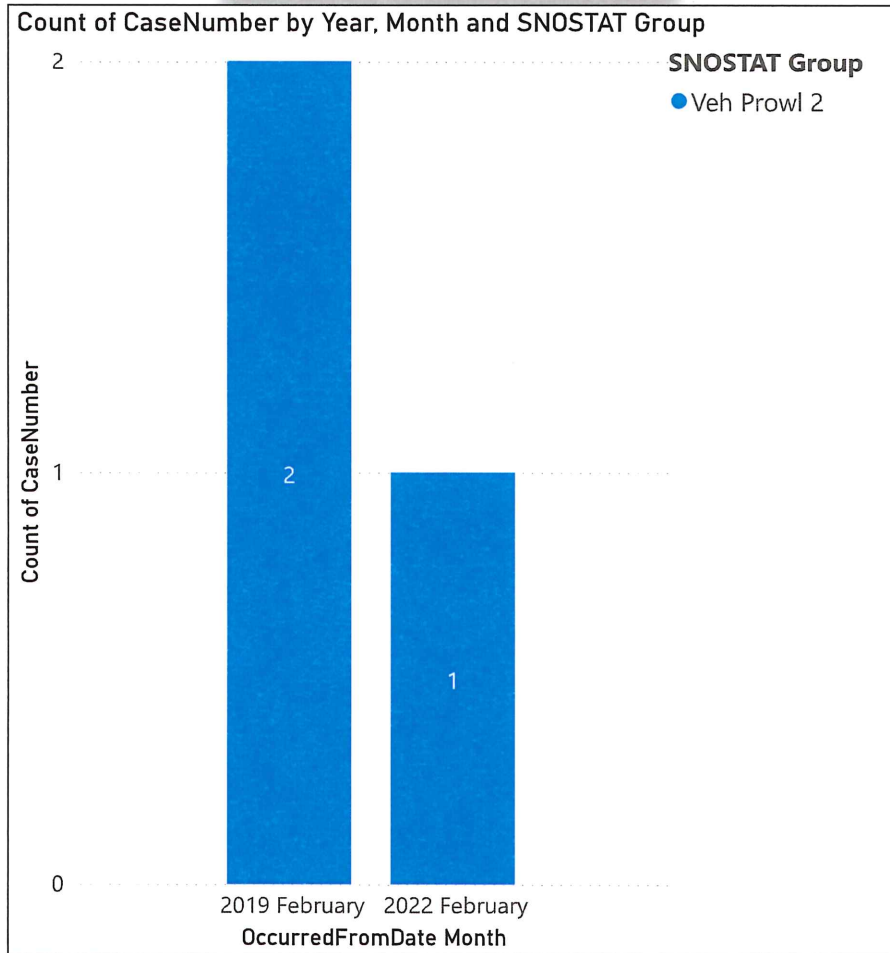
Year ● 2019 ● 2020 ● 2021



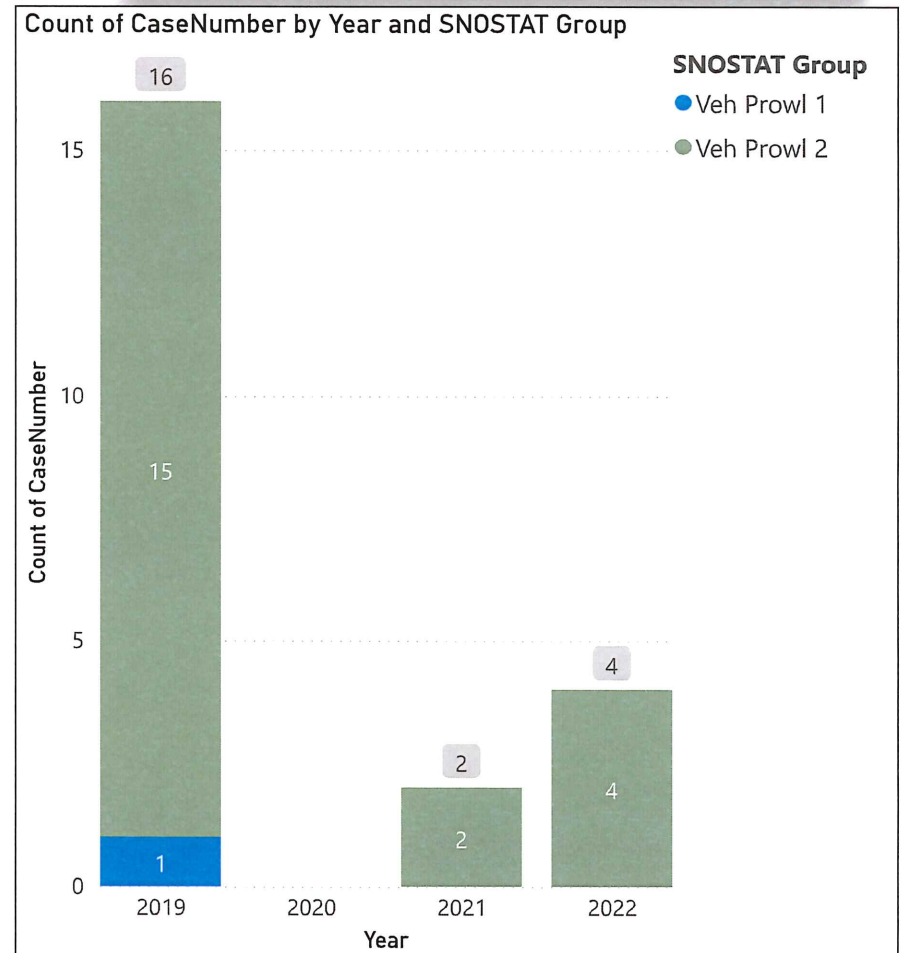
IN THE STW BEAT

Vehicle Prowl CASES

Previous Month Over Time



To Date By Year





IN THE STW BEAT

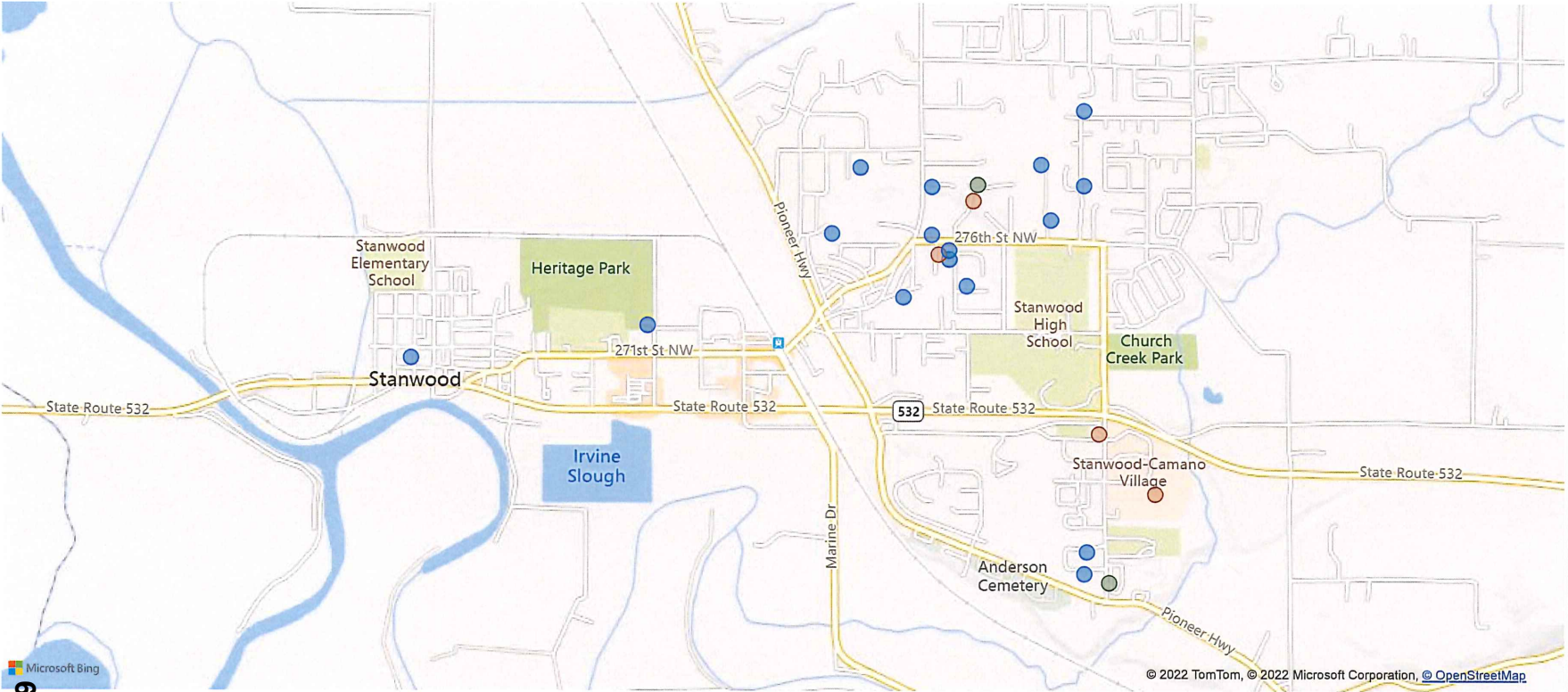
Vehicle Prowl CASES

To Date By Year

Year	Count
2019	16
2021	2
2022	4
Total	22

Count of CaseNumber by Year, Lat and Lon

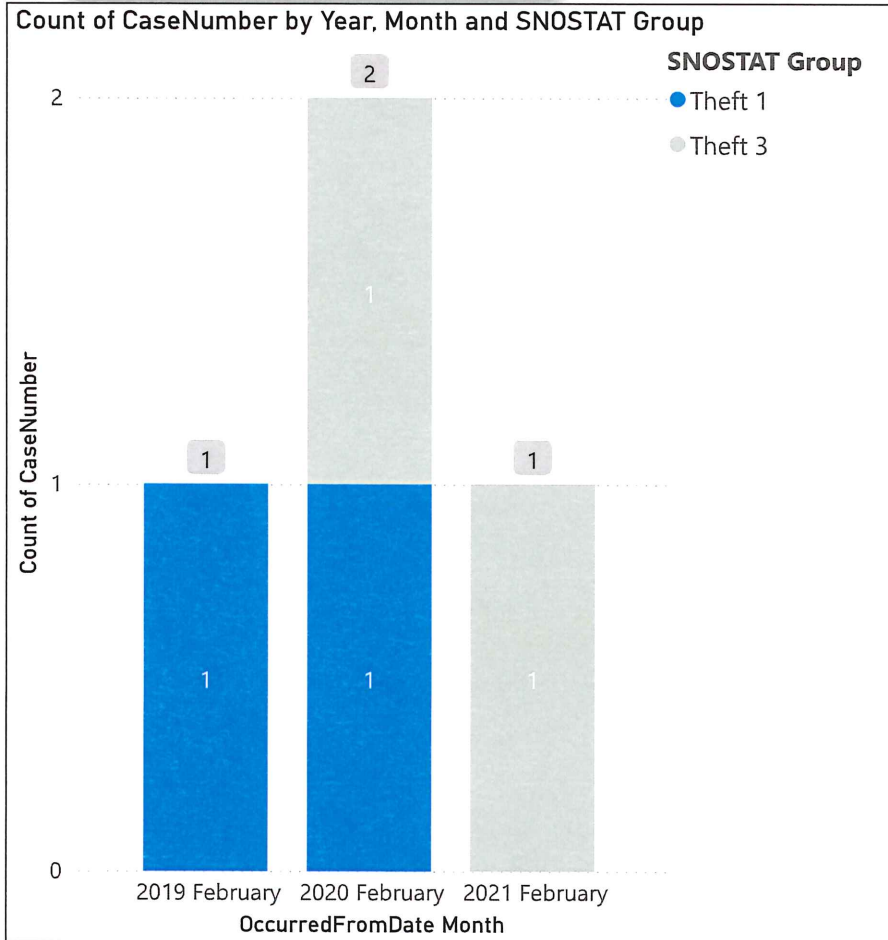
Year ● 2019 ● 2021 ● 2022



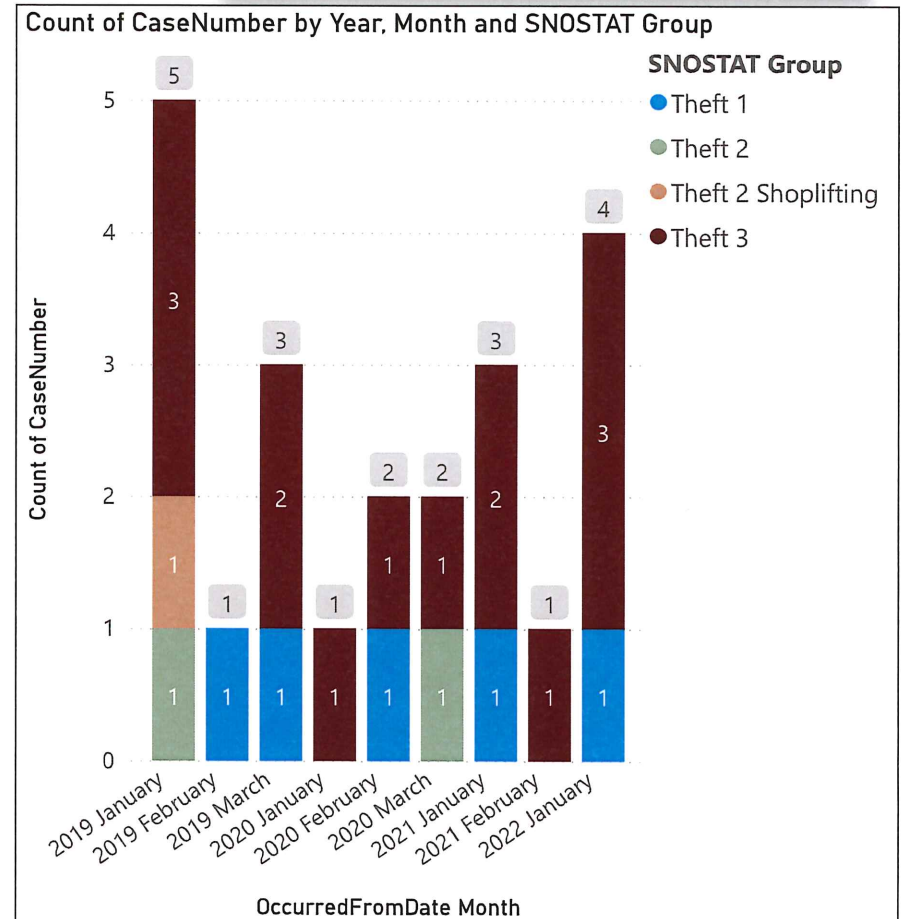
Theft CASES

IN THE STW BEAT

Previous Month Over Time



To Date By Year





IN THE STW BEAT

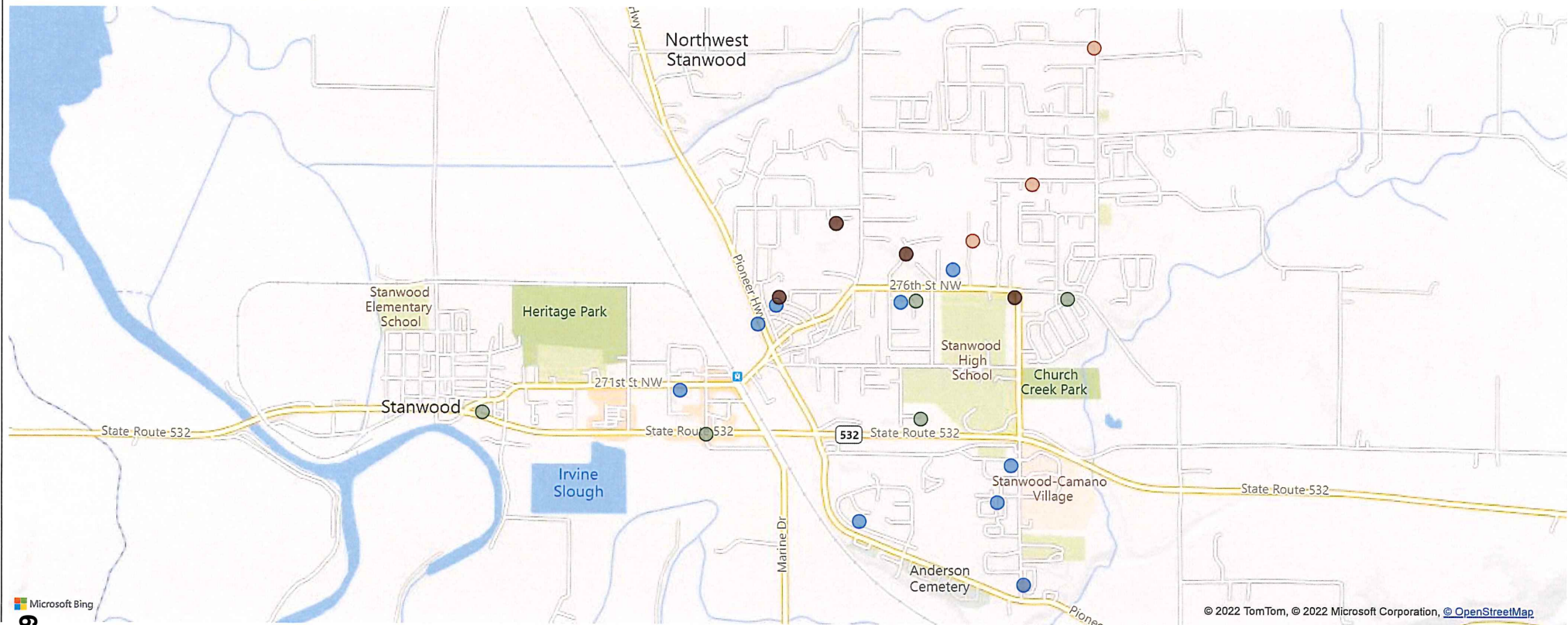
To Date By Year

Theft CASES

Year	Count of CaseNumber
2019	9
2020	5
2021	4
2022	4
Total	22

Count of CaseNumber by Year, Lat and Lon

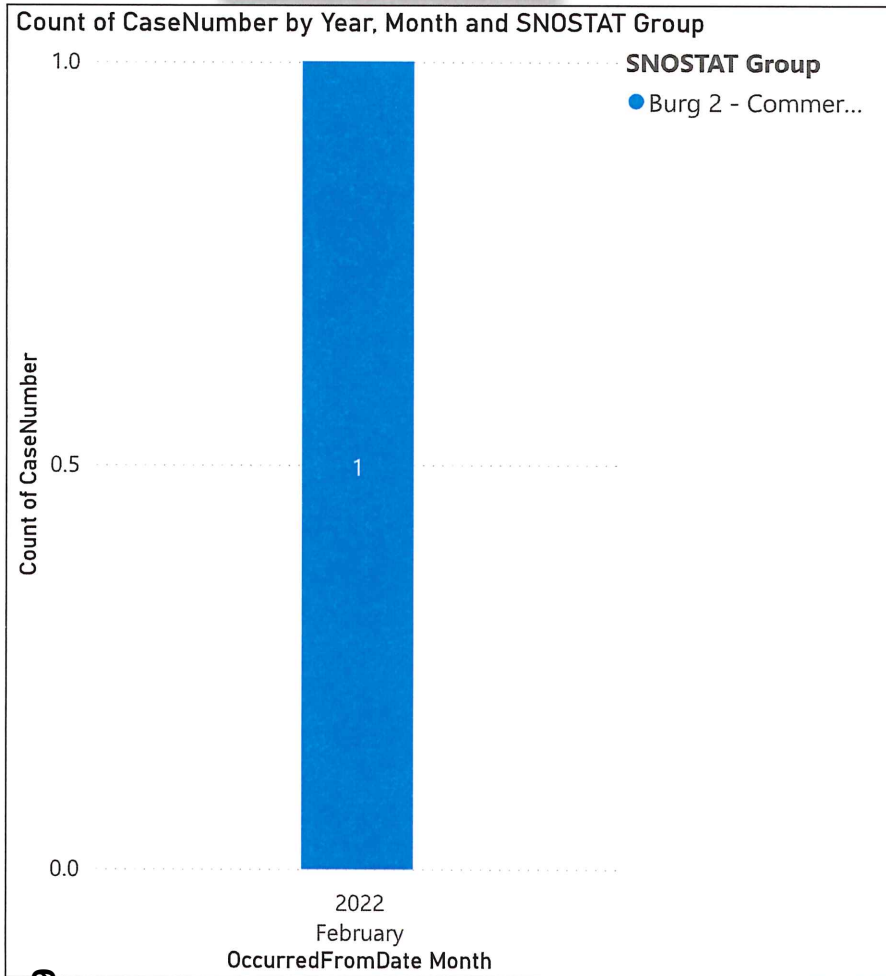
Year ● 2019 ● 2020 ● 2021 ● 2022



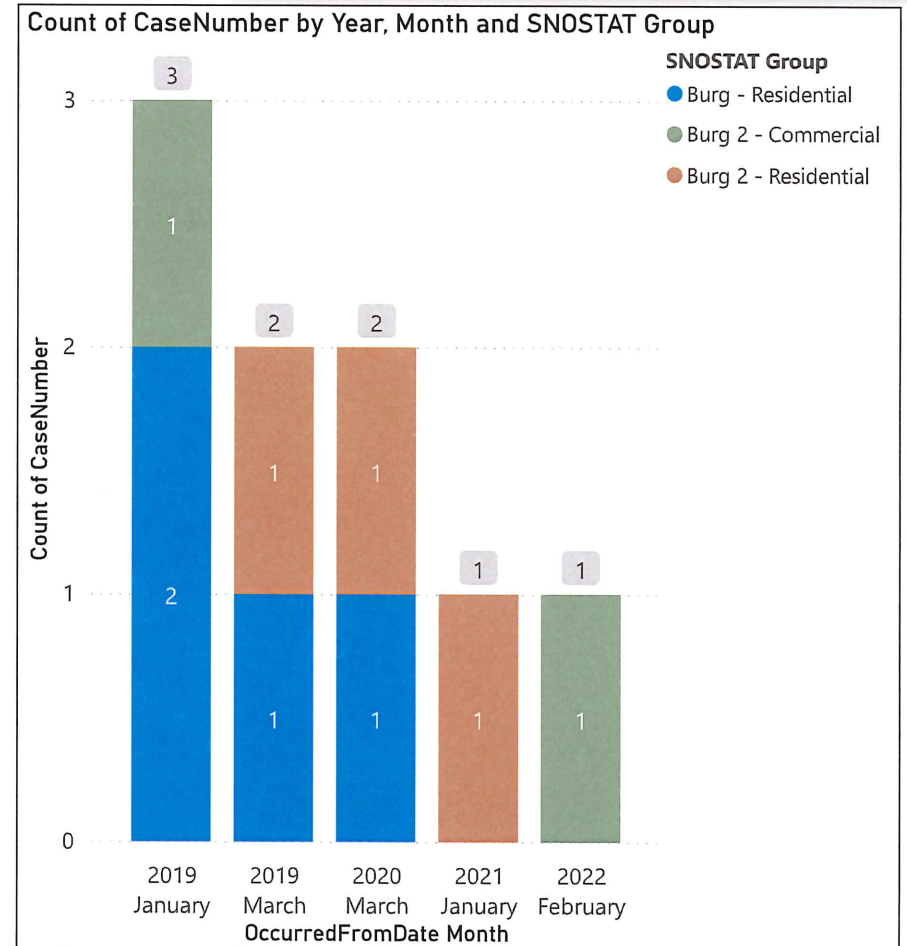
CASES

IN THE STW BEAT

Previous 3 Months



YTD v Prev YTD





IN THE STW BEAT

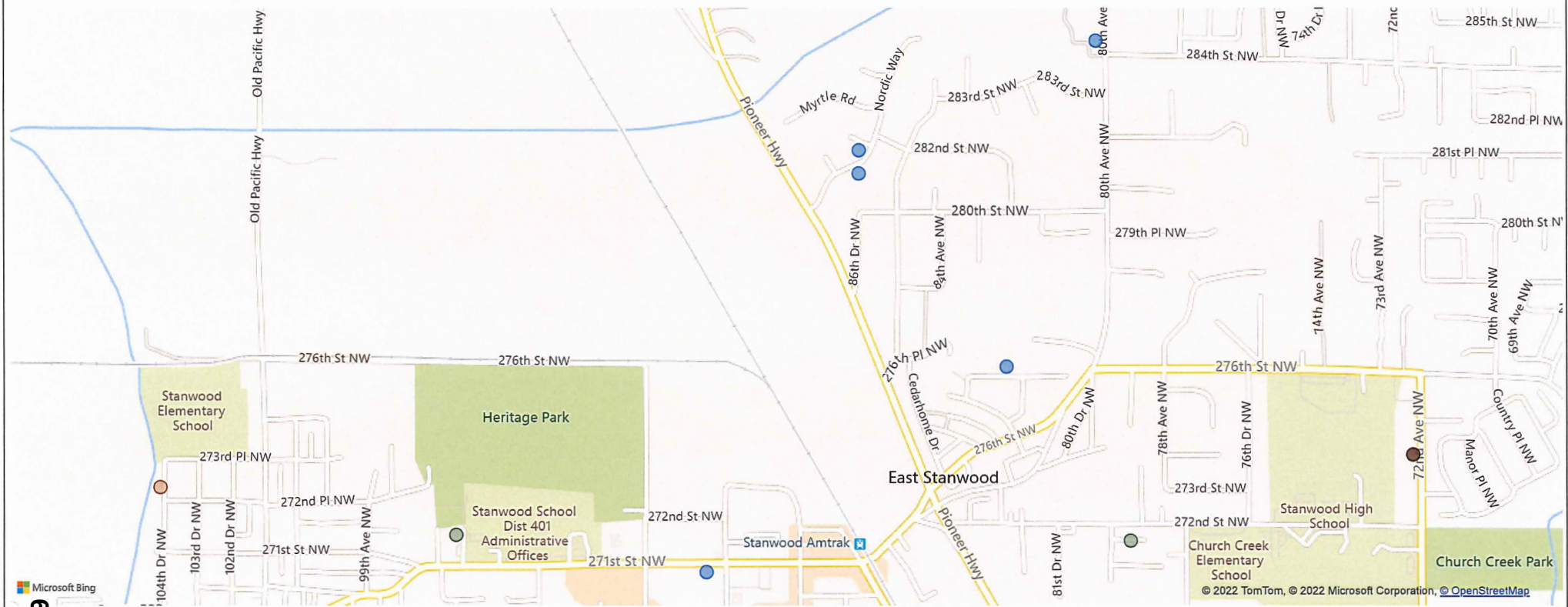
To Date By Year

Burglary CASES

Year	Count
2019	5
2020	2
2021	1
2022	1
Total	9

Count of CaseNumber by Year, Lat and Lon

Year ● 2019 ● 2020 ● 2021 ● 2022





**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7a

DATE: April 14, 2022

SUBJECT: Economic Development Board Meeting Minutes

CONTACT PERSON: Sarah Cho, Economic Development and Marketing Manager

ATTACHMENTS: A – February 18, 2022 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 18, 2022 Economic Development Board meeting are attached to this staff report for approval as presented. These minutes were approved at the March 18, 2022 Economic Development Board Meeting.



Economic Development Board Meeting Minutes February 18, 2022

The February 18, 2022, Economic Development Board Meeting held via Zoom, was called to order at 7:32 a.m.

Board Members in Attendance:

Blake Arnold, Dave Pellitier, Les Anderson, Kristine Birkenkopf, John Russell

Absent: Randy Heagle, Richard Good

Staff Members in Attendance:

Patricia Love, Sarah Cho, Audrey Rotrock

Guest Speaker: Jay Shih from BERK Consulting

Parks and Recreation Feasibility Study

Jay Shih, from BERK Consulting gave a presentation on the Parks and Recreation Feasibility Study and the recommended path forward.

The Board had the following comments:

- 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.

Approval of Minutes:

The Board unanimously approved the Minutes of the last meeting on January 21, 2022.

City Email Communication

Staff notified the Board that if they wish to communicate about topics discussed during the Economic Development Board meetings, other than scheduling and distribution of meeting packets, they will need to sign up for a City email address. Contact Audrey or Sarah if you would like to have a City email set up.

Banner Pole Update

Part of the 2022 City Beautification Program work plan includes a partnership with the Stanwood Camano Arts Advocacy Commission to design and fabricate new decorative banners for the City. These banners can only be installed on city owned light poles – PUD does not allow decorations or banners on their light poles.

On February 1, 2022, a call was sent out for a call for artists to submit their ideas for the banners. Submissions are due on March 7, 2022. Committees and Council will review submissions. The poles are expected to be installed the week of May 11, 2022.



Economic Development Board Meeting Minutes February 18, 2022

Les Anderson met with Trevor in the Public Works Department to discuss different banner pole fabricators for this project. Sarah and Patricia are in the process of getting proposals out to these pole fabricators and getting them ordered.

Patricia, Sarah, and Kristine plan to meet and discuss best locations for 4 banner poles in the west end of town. Stanwood.

Downtown Revitalization Project Update

Project vision:

The City of Stanwood is a special place; it is the perfect mix of rural countryside with small town living. The City's long range planning documents envision celebrating the uniqueness of Stanwood by promoting a vibrant and economic robust downtown. Using policy guidance from these plans the City is initiating the ***Downtown Revitalization Project*** that invests in our downtown business district infrastructure by:

- Creating Pedestrian Friendly Streets;
- Actively Engage Storefronts with Walkable Sidewalks;
- Encourage Use of Streets for Community Festivals;
- Create Usable Urban Park Spaces; and
- Promote the Concept of Buying Local.

City staff met with the Twin City Mile Steering Committee on January 26, 2022. The Committee is comprised of local business owners, Chamber groups, the Historical Society. They discussed goals for the project and the schedule. Other topics discussed were strengths and weaknesses of each district and downtown, and future projects they'd like to see in their district. Staff will meet again on March 23, to present them with examples of how to implement their ideas and get their feedback.

The Board approves moving forward with the project and looks forward to a more cohesive and united downtown.

Business License Updates

In the month of January, the City received a total of 24 new applications – 3 New City Business, 12 Non-Resident Business, and 9 Home Occupation business licenses.

Discover Stanwood Camano Updates

Analytics for the month of January are as follows: Users: 1,172, Page views: 1,944. The audience locations were from Washington: 519, Wyoming: 257, California: 69, Virginia: 82, Ohio: 29, Oregon: 19, Texas: 17.

In Canada, British Colombia: 7, Quebec: 2, Ontario: 4, Alberta: 1, New Brunswick: 1, Prince Edward Island: 1, Saskatchewan: 1.

New Business

A discussion of potentially meeting in person for the March meeting was brought up. Audrey will send an email poll to the Board members to vote on meeting in person.

Adjourn: 8:37 am

Next meeting: March 18, 2022 @ 7:30 am

Audrey Rotrock, Associate Planner



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: March 24, 2022

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – 02-22-2022 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 22, 2022 Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented. These minutes were approved at the March 21, 2022 Parks and Trails Advisory Committee Meeting.



Parks and Trails Advisory Committee Meeting Minutes February 22, 2022

Call to Order: 3:03 pm

Roll Call

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

Staff Present:
Carly Ruacho
Patricia Love
Audrey Rotrock

Absent: Gordy Holmes

Also known to be present: Doug Shafer, Steve Shepro, Jay Shih, Jason Hennessy, Judy Williams, Sid Roberts

Citizen Comments: None

Introduction of New Committee Member

Katelyn Durfee introduced herself as a mother of 8 kids, and she has lived in Stanwood for 17 years. Katelyn and her family frequently utilize the City's parks and she wants to get involved with the Community.

Approval of Minutes:

The Minutes of January 18, 2022 meeting were voted on and approved unanimously as presented.

BERK Parks and Recreation Feasibility Study

Jay Shih, from BERK Consulting gave a presentation on the Parks and Recreation Feasibility Study and the recommended path forward.

The Committee had the following comments/questions:

- Begin implementation of the team approach – Service Level 1 and move to Service Level 2 as soon as practicable.
- Are there other revenue sources to fund a Parks and Recreation Department? How do other cities fund their parks?
- What are the costs of moving to Service Level 2 and Service Level 3?



Parks and Trails Advisory Committee Meeting Minutes February 22, 2022

Church Creek Park Sports/Pickleball Court

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

The Committee discussed at length the possibility of instead of adding any pickleball courts at Church Creek Park, adding two new courts at Heritage Park. The consensus of the discussion was to request that staff examine the budget to see if having two pickleball courts at Heritage and none at Church Creek is a possibility, with Council approval.

Park/Trail Updates

- Heritage – Tree Removal/Replacement. The trees along Lovers Lane will be removed for PUD pole placement. The trees will be replaced throughout the park with 88 trees.
- Hamilton Grant and Permit Status is also moving along.
- Church Creek Park – Arborist Contract
- Port Susan Trail – The design is going to City Council on 02/24/2022
- Ovenell Park – The environmental study will be updated. City Council decided to stop work on visioning.

The meeting was adjourned at 5:30.



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7c

DATE: April 14, 2022

SUBJECT: Public Works Committee Meeting Minutes

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – April 4, 2022 Public Works Committee Minutes

SUMMARY STATEMENT

Minutes from the April 4, 2022 Public Works Committee Meeting are attached to this staff report for approval as presented.

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 5:33 pm

Agenda**1. Lease Agreement with Stanwood Lacrosse**

Committee members reviewed and discussed the Lease Agreement with Stanwood Lacrosse. They all were in favor of the agreement.

2. Lease Agreement with North County Youth Soccer Association

Committee members reviewed the Lease Agreement with North County Youth Soccer Association. They all were in favor of the agreement. Committee members discussed possibly adding additional storage units in the future for sports teams using Heritage Park.

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

The committee members and staff reviewed the 2022-2027 TIP that had changes from the last PWC meeting on March 7th, 2022. The committee went over each project to prioritize the projects, make changes to the plans for projects, remove projects, and add additional projects to the 2023-2028 TIP. Below is a summary of what decisions were made by the committee.

Prioritized Projects: The following project priority levels were changed- the other priority levels were adjusted to fall in line with proposed funding year.

PROJECT NAME	PRIORITY LEVEL WAS	PRIORITY LEVEL MOVED TO
Viking Way-90 th AVE Phase 2	20	3
64 th and SR 532 Intersection	15	4
Main Street- 270 th ST and 271 st improvements	17	5
284 th St Improvements	2	6
Port Susan Trail	18	8
101 st Ave Reconstruction	10	21

Changes to the plans of the projects: the following changes were requested to be modified

PROJECT NAME	CHANGES
80 TH Ave Reconstruction	This project was broken into two phases.
Main Street- 270 th ST NW and 271 st ST NW	Added lighting to the project
284 th ST Improvements	Adjusted project area from 80 th ST NW to east of city limits to 80 th AVE NW to 68 th AVE NW
Overlay and ADA Improvements	Updated to have the proposed 2023 project listed. 72 nd from SR532 to Pioneer Hwy

Removed: the following projects were removed

PROJECT NAME	Description	REASON
Sidewalk: 284 th ST NW	North sidewalks	Only do sidewalks on the South side of 284 th .
Sidewalk: 90 th AVE NW	Add sidewalk to west side of 90 th between north of 271 st ST NW and 272 nd ST NW	The PWC felt this sidewalk was unnecessary, given the sidewalk project on 92 nd and the needed ROW and layout on 90 th
Sidewalk: 72 nd AVE NW	Include curb, gutter and construct missing sidewalk panels from 272 nd ST to 276 th ST NW	Upper left apartments installed some sidewalk on 72 nd and the portion continuing on to 272 nd presents wetland and grade issues. Sidewalk on east side already exist
72 nd AVE Improvements	SR532 to 276 th ST NW. Road improvements, including widening road, intersections improvements, curb, gutter, sidewalks, and planter strips.	A large portion of this is frontage associated with the Vine Street property and will be addressed with development.

Added Projects: additional projects requested by committee to be added to the 2023-2028 TIP

Westside Overlay	Overlays on 101 st ST NW, 102 nd ST NW, and 103 rd ST NW
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Meeting ended at: 7:59 pm



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: April 14, 2022

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Wendy Dowhower, Finance Manager

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 35103 through 35169 and Washington Federal Bank electronic funds transfers in the amount of \$823,872.59. Approve issuance of Washington Federal electronic payroll and benefit funds transfers in the amount of \$43,750.00.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 35103 THROUGH 35169 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$823,872.59. APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK ELECTRONIC PAYROLL AND BENEFIT FUNDS TRANSFERS IN THE AMOUNT OF \$43,750.00.

CHECK REGISTER

City Of Stanwood

Time: 10:33:33 Date: 04/06/2022

03/16/2022 To: 04/05/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1137	03/23/2022	Payroll	3	EFT		3,000.00	March 2022 Draw
1138	03/23/2022	Payroll	3	EFT		1,400.00	March 2022 Draw
1139	03/23/2022	Payroll	3	EFT		2,000.00	March 2022 Draw
1140	03/23/2022	Payroll	3	EFT		2,000.00	March 2022 Draw
1141	03/23/2022	Payroll	3	EFT		1,000.00	March 2022 Draw
1142	03/23/2022	Payroll	3	EFT		2,000.00	March 2022 Draw
1143	03/23/2022	Payroll	3	EFT		2,700.00	March 2022 Draw
1144	03/23/2022	Payroll	3	EFT		2,400.00	March 2022 Draw
1145	03/23/2022	Payroll	3	EFT		4,000.00	March 2022 Draw
1146	03/23/2022	Payroll	3	EFT		1,600.00	March 2022 Draw
1147	03/23/2022	Payroll	3	EFT		1,000.00	March 2022 Draw
1148	03/23/2022	Payroll	3	EFT		2,000.00	March 2022 Draw
1149	03/23/2022	Payroll	3	EFT		1,600.00	March 2022 Draw
1150	03/23/2022	Payroll	3	EFT		2,000.00	March 2022 Draw
1151	03/23/2022	Payroll	3	EFT		500.00	March 2022 Draw
1152	03/23/2022	Payroll	3	EFT		1,500.00	March 2022 Draw
1153	03/23/2022	Payroll	3	EFT		1,000.00	March 2022 Draw
1154	03/23/2022	Payroll	3	EFT		2,200.00	March 2022 Draw
1155	03/23/2022	Payroll	3	EFT		1,700.00	March 2022 Draw
1156	03/23/2022	Payroll	3	EFT		500.00	March 2022 Draw
1157	03/23/2022	Payroll	3	EFT		3,450.00	March 2022 Draw
1158	03/23/2022	Payroll	3	EFT		1,500.00	March 2022 Draw
1159	03/23/2022	Payroll	3	EFT		1,700.00	March 2022 Draw
1160	03/23/2022	Payroll	3	EFT		1,000.00	March 2022 Draw
1285	03/25/2022	Claims	3	EFT	US Bank	5,104.27	4485 5945 5564 1495
1286	03/25/2022	Claims	3	EFT	WA St Dept of Revenue **	19,305.20	City of Stanwood
1161	03/18/2022	Claims	3	35103	APP- Associated Petroleum Products	2,699.28	City of Stanwood 01-0100494
1162	03/18/2022	Claims	3	35104	Aramark Uniform Services Inc	99.59	937963000; 937963000
1163	03/18/2022	Claims	3	35105	BMA Court Reporters	80.00	City of Stanwood
1164	03/18/2022	Claims	3	35106	Badger Meter Inc	148.90	460708
1165	03/18/2022	Claims	3	35107	The Blueline Group, LLC	3,000.00	City of Stanwood
1166	03/18/2022	Claims	3	35108	Bonner Electrical Contracting LLC	392.51	City of Stanwood
1167	03/18/2022	Claims	3	35109	Gaylynn Brien	60.00	City of Stanwood
1168	03/18/2022	Claims	3	35110	Cascade Columbia Distribution Co	1,183.07	03671
1169	03/18/2022	Claims	3	35111	Cascade Septic Pumping, LLC	349.14	City of Stanwood
1170	03/18/2022	Claims	3	35112	The Daily Herald	198.14	DH-12120787
1171	03/18/2022	Claims	3	35113	Databar Inc.	325.02	8952
1172	03/18/2022	Claims	3	35114	Datafy LLC	7,500.00	City of Stanwood
1173	03/18/2022	Claims	3	35115	Sarah E Duncan	270.09	City of Stanwood
1174	03/18/2022	Claims	3	35116	Edge Analytical Inc	220.00	City of Stanwood
1175	03/18/2022	Claims	3	35117	H D Fowler Company Inc	1,870.34	City of Stanwood
1176	03/18/2022	Claims	3	35118	Lankford Associates, Inc.	13,140.00	City of Stanwood
1177	03/18/2022	Claims	3	35119	Lennar Northwest Inc.	119.46	02 1450 10 - 28414 80TH AVE NW
1178	03/18/2022	Claims	3	35120	National Safety, Inc.	230.76	20-STACIT
1179	03/18/2022	Claims	3	35121	Office Depot	321.83	36274097; 36274097; 36274097; 36274097
1180	03/18/2022	Claims	3	35122	PUD Of Snohomish County *	9,178.01	200592889; 200128742; 222799900; 221854284; 221041510; 200240505; 200142180; 202727285; 202694204; 202670675; 202579512; 202882056
1181	03/18/2022	Claims	3	35123	RH2 Engineering Inc	12,172.69	City of Stanwood; City of Stanwood
1182	03/18/2022	Claims	3	35124	Ricoh USA Inc- Maint	99.80	City of Stanwood 4250811; City of Stanwood 4250811

CHECK REGISTER

City Of Stanwood

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03/16/2022 To: 04/05/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1183	03/18/2022	Claims	3	35125	Ricoh USA, Inc.	1,431.04	1316669-3800327; 1316669-3800377; 1316669-3659652; 1316669-360090; 1316669-3660142
1184	03/18/2022	Claims	3	35126	Sno Co Information Services *	29,632.02	DIS1107; DIS1107
1185	03/18/2022	Claims	3	35127	Sno Co Public Works *	471.96	CR000024
1186	03/18/2022	Claims	3	35128	Twin City Lanes & Trophies	68.25	City of Stanwood
1187	03/18/2022	Claims	3	35129	US Bank Na Custody/ Treas Div- Money Ctr	32.00	777221717
1188	03/18/2022	Claims	3	35130	US Bank St Paul	79.73	STAWATSEW11
1189	03/18/2022	Claims	3	35131	Utilities Underground Loc	101.91	134200
1190	03/18/2022	Claims	3	35132	Verizon Wireless	297.72	742373248-00001
1191	03/18/2022	Claims	3	35133	WIN-911	660.00	City of Stanwood
1192	03/18/2022	Claims	3	35134	Waste Management Skagit	154.18	8-34465-95001
1193	03/18/2022	Claims	3	35135	Weed, Graafstra & Associates, Inc., P.S	5,830.50	City of Stanwood
1287	03/25/2022	Claims	3	35136	Absolute Auto Repair Services	481.76	City of Stanwood
1288	03/25/2022	Claims	3	35137	Ace Hardware *	1,021.85	City of Stanwood
1289	03/25/2022	Claims	3	35138	Berk	4,867.50	City of Stanwood
1290	03/25/2022	Claims	3	35139	Bigfoot Lock Service	21.84	City of Stanwood
1291	03/25/2022	Claims	3	35140	The Blueline Group, LLC	4,600.00	City of Stanwood
1292	03/25/2022	Claims	3	35141	Builders Exchange of Washington Inc	75.90	City of Stanwood
1293	03/25/2022	Claims	3	35142	City of Everett *	1,850.00	STAC1TG; STACITG
1294	03/25/2022	Claims	3	35143	Community Resources Foundation	50.00	City of Stanwood
1295	03/25/2022	Claims	3	35144	Edge Analytical Inc	972.50	STA01; STA01; STA01
1296	03/25/2022	Claims	3	35145	Hamilton Lumber LLC	98.75	City of Stanwood; City of Stanwood
1297	03/25/2022	Claims	3	35146	ICI Construction Inc.	173,260.76	City of Stanwood
1298	03/25/2022	Claims	3	35147	ICONIX Waterworks (US) Inc.	11,254.04	City of Stanwood; City of Stanwood
1299	03/25/2022	Claims	3	35148	Lakeside Industries Inc	565.68	108469
1300	03/25/2022	Claims	3	35149	Lankford Associates, Inc.	3,625.00	City of Stanwood
1301	03/25/2022	Claims	3	35150	OSW Equipment & Repair, LLC	102,791.14	55495
1302	03/25/2022	Claims	3	35151	Office Depot	428.77	36274097; 36274097; 36274097; 231410867001; 36274097; 36274097; 36274097; 36274097; 36274097
1303	03/25/2022	Claims	3	35152	PUD Of Snohomish County *	495.05	222277832; 201942398; 200794063
1304	03/25/2022	Claims	3	35153	Pace Engineers, Inc	2,036.75	City of Stanwood
1305	03/25/2022	Claims	3	35154	Perteet Inc.	42,768.20	City of Stanwood
1306	03/25/2022	Claims	3	35155	Shred-it US JV LLC	43.28	1000283524
1307	03/25/2022	Claims	3	35156	Skagit Farmers Supply	4,765.03	135052
1308	03/25/2022	Claims	3	35157	Skagit Valley Publishing	82.50	48893
1309	03/25/2022	Claims	3	35158	Sno Co Sheriffs Office *	322,929.00	SSH00001; SSH00001
1310	03/25/2022	Claims	3	35159	Snohomish County 911	18,362.22	City of Stanwood; City of Stanwood
1311	03/25/2022	Claims	3	35160	Snohomish County Treasurer	11.60	City of Stanwood
1312	03/25/2022	Claims	3	35161	Stanwood Camano Little League	114.66	City of Stanwood
1313	03/25/2022	Claims	3	35162	Stanwood Cannons 13U%Evan Perez	10.92	City of Stanwood

CHECK REGISTER

City Of Stanwood

Time: 10:33:33 Date: 04/06/2022

03/16/2022 To: 04/05/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1314	03/25/2022	Claims	3	35163	Stanwood City Utility	6,619.46	2732; 4252; 4724; 1075; 1241; 1271; 1328; 1332; 1348; 1473; 1573; 1587; 1674; 1675; 2416; 2688; 2741; 2749; 2886; 2964; 2965; 3184; 3439
1315	03/25/2022	Claims	3	35164	TMG Services Inc	693.94	1920010; 1920010
1316	03/25/2022	Claims	3	35165	USA Bluebook	820.29	478228; 478228
1317	03/25/2022	Claims	3	35166	WA St Dept of Ecology *	67.00	City of Stanwood
1318	03/25/2022	Claims	3	35167	WA St Treasurer	921.52	City of Stanwood
1319	03/25/2022	Claims	3	35168	Wave Broadband	149.62	3201-0316545-01
1320	03/25/2022	Claims	3	35169	Western Exterminator Company	188.65	City of Stanwood; City of Stanwood

001 General Fund	429,534.19
101 Street Fund	8,852.93
103 Street Construction Fund	67,291.52
107 Equipment Reserve Fund	77,093.37
115 Tourism And Promotion DSC	7,644.00
401 Sewer Fund	22,399.41
403 Sewer Construction Fund	173,260.76
410 Drainage Fund	5,246.45
421 Water Fund	39,237.06
422 Water Construction Fund	11,064.20
458 Drainage Equipment Reserve	25,697.77
630 Agency Fund	300.93

* Transaction Has Mixed Revenue And Expense Accounts

Claims:	823,872.59
Payroll:	43,750.00

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

() Finance Director () Auditing Officer Wendy Donkner Date: 4-6-22
 () Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b
DATE: April 14, 2022
SUBJECT: City Council March 24, 2022, Regular Meeting Minutes
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

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

RECOMMENDED MOTION

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

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, March 24, 2022 – 7:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

1. Call to Order

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

2. Roll Call

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

Also present: City Administrator Shawn Smith, Community Development Director Patricia Love, Finance Director David Hammond, Public Works Director Kevin Hushagen, Senior Planner Carly Ruacho, Fire Chief John Cermak, Finance Manager Wendy Dowhower, Utilities Supervisor Leigh Danielson, Human Resource Manager Pat Adams, City Attorney Nikki Thompson, Assistant to the Administrator & Communications Manager Krista Hintz, and City Clerk Lisa Sokolik.

3. Approval of the Agenda

Mayor Roberts asked to amend the agenda by removing item 11b. Adoption of Resolution 2022-03 Amending the Rules of Procedure.

Motion by Councilmember Robb, second by Councilmember Gaumond to approve the agenda as amended. Motion carried unanimously.

4. Presentation

5. Citizen Comments

The City received two written comments and one request to verbally address the Mayor and City Council. Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting. Verbal comments may be provided by attending the meeting via Zoom.

Written Comment

Meagen Watne, Stanwood – Topic: Pedestrian Pathway Over SR532

Dylan Sluder, Master Builders Assoc., Bellevue – Topic: Park Impact Fees

Verbal Comment

Cathy Wooten, Stanwood – Topic: Parks and Recreation Feasibility Study

6. Staff Reports

7. Committee Reports

- a. Community Development Committee Meeting Minutes – March 3, 2022
- b. Planning Commission Meeting Minutes – February 14, 2022
- c. Public Works Committee Meeting Minutes – March 7, 2022

8. Consent Agenda

- a. Approve Payroll Checks and Vouchers
- b. Approve March 24, 2022, City Council Regular Meeting Minutes
- c. Approve March 24, 2022, City Council Special Workshop Minutes

Motion by Councilmember Shepro, second by Councilmember Robb to approve the consent agenda items A - C. Motion carried unanimously.

9. Old Business

- a. Acceptance of Parks and Recreation Feasibility Study

Community Development Director Patricia Love asked council for their acceptance of the Parks and Recreation Feasibility Study that was prepared for the City by Berk Consulting and to approve moving forward with the implementation of the study. The first phase is the team approach which could happen as soon as council accepts the study. The second phase, establishing a Parks Division, would be studied further with the 2023/2024 budget and include a recommendation by the council to have a mid-year check-in of how the team approach is working.

Motion by Councilmember Shepro, second by Councilmember Metz 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 – Parks 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.”*

Roll call of votes was taken:

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

Motion carried unanimously

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

Finance Director David Hammond said staff annually identifies assets that are obsolete, broken or missing. This year's list is longer as surplus items were not brought to council during the Covid Pandemic. The list of items is attached to Resolution 2022-05. If an asset is purchased with utility funds, the City is required to hold a public hearing for citizen comment. Disposing of surplus equipment frees up space at Public Works and will bring in approximately \$15,000.

Councilmember Schmitt asked if the city logo is removed from the vehicles and if the Fire Dept. is in need an ambulance why do they not purchase the ambulance? Public Works Director Hushagen answered that the city logo has already been removed from all vehicles and that the City purchased the ambulance from the Fire Dept. years ago when they surplused it.

The Mayor opened the Public Hearing to receive public comments. No citizen comments.

Motion by Councilmember Bergman, second by Councilmember Gaumond 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.

Roll call of votes was taken:

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

Motion carried unanimously

11. New Business

a. Adoption of Resolution 2022-01 Personnel Policy Update

Human Resource Manager Pat Adams discussed the proposed updates to the Personnel Policy. The proposed amendments were noted by management as issues needing clarification. The sections that were updated or added include Social Media, Employee Files, Paid Time Off (PTO), and Executive Leave.

Councilmember Shepro asked if elected officials are considered employees? Adams answered that elected officials are governed under different guidelines than employees pertaining to social

media. City Attorney Nikki Thompson said that Adams is correct, council social media policy is found in the Council Rules and Procedures.

Motion by Councilmember Robb, second by Councilmember Metz to pass Resolution 2022-01, adopting the City of Stanwood Personnel Policy Manual amendments.

Roll call of votes was taken:

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

Motion carried unanimously.

b. Adoption of Resolution 2022-03 Amending the Rules of Procedure.

Item b was removed from agenda.

c. Second Reading and Adoption of Ordinance 1503 and Adoption of Resolution 2022-02 Consolidated Fee Schedule.

Community Development Director Love discussed the ordinance and resolution. Love clarified that the low-income housing tax credit in the ordinance is correct at 80%.

The City received a letter from the Master Builders Association, which was forwarded to the Council, asking the council to reconsider part of the formula and to phase in the fee changes. Love contacted MBA to let them know that the City is in the process of an entire rewrite of the Municipal Code and that would be the appropriate time to discuss any changes. Love has set up a time mid-April to meet with MBA.

Motion by Councilmember Metz, second by Councilmember Robb 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.”

Roll call of votes was taken:

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

Motion carried unanimously

Motion by Councilmember Metz, second by Councilmember Gaumond 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."

Roll call of votes was taken:

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

Motion carried unanimously.

- d. Adoption of Resolution 2022-04 Support for Stanwood Camano School District Replacement Levy Ballot Proposition One.

City Administrator Shawn Smith said that Superintendent Rumbaugh presented Proposition 1 Replacement Technology Capital project levy to Council at the last council meeting. Smith said that the City and the School District are partners in a lot of ways; Security Resource Officer (SRO), students grow the plants for the hanging baskets, students built the S by the viaduct, and we work together on transportation issues.

Motion by Councilmember Robb, second by Councilmember Metz to adopt Resolution 2022-04 supporting Proposition 1 Replacement Technology Capital Projects Levy.

Council commits:

- Will not raise property taxes as it is a replacement tax and is capped at 10 million.
- The main argument for not passing the levy is that it will increase property tax. The levy is not large and at .27 cents per \$1,000 assessed value, a \$500,000 house would be \$135 per year. In context, look at the list of projects and the important technology maintenance that will be done with the funds from the levy.
- The levy is an investment in our schools and students, it is good for property values. The better our schools are the more it desirable it is to live here.

City Attorney Thompson said this resolution is supposed to provide opportunity for the public to comment on this issue, so to meet legal requirements council will need to open the floor to take citizen comments.

The Mayor opened the meeting to take public comment. No comments.

Roll call of votes was taken:

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

Motion carried unanimously.

- e. Authorize Mayor Roberts to Sign On-Call Contracts with Bonner Electrical Contracting, LLC and VP Electrical Services, Inc.

Motion by Councilmember Gaumond, second by Councilmember Metz to authorize the Mayor to enter into an on-call agreement with Bonner Electrical Contracting, LLC not to exceed \$50,000.

Roll call of votes was taken:

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

Motion carried unanimously.

Motion by Councilmember Gaumond, second by Councilmember Metz to authorize the Mayor to enter into an on-call agreement with VP Electrical Services, Inc. not to exceed \$50,000.

Roll call of votes was taken:

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

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 said the changes were made to citizen comments. Written comments are due by 9:00 a.m. the day of the meeting, verbal comments can be made by attending the meeting and by stating your name and city of origin, no longer needing to state your address. We want to make a culture where public comments are made.

The next council meeting will be in-person on April 14th at the School District Board Room. The Mayor thanked the council for moving the Council Rules and Procedures to the next meeting. He said the Leque Estuary is one of the nicest places to walk with all the wildlife. Grateful to council for participating in all the great discussions and making hard decisions.

b. City Administrator Report

City Administrator Smith thanked council for another long night of action, now there can be a break next month from council workshop before council meetings. Smith thanked council for the votes on the big items and said it was really nice to get the support for the School District.

c. Councilmember Reports/Questions

Councilmember Metz – between meetings was thinking about uses for Ovenell that wouldn't create a bunch of traffic or use a lot of resources, e.g., a city managed community garden, a little tree farm, small pumpkin patch for city use.

Councilmember Robb – apologized to Mayor Roberts for not bring non-clicking pens. Thanked council for the long night of good conversation and a lot of good work done, and approval of some important work and thanked staff for getting to this point.

Councilmember Shepro – had a great meeting with Parks and Trails Advisory Committee on Monday, March 21st and discussed how to move forward on getting a pickleball court. A couple of gentlemen from the Pickleball Association will be at the next council meeting to do a presentation. He attended a Twin City Mile meeting with Councilmembers Gaumond and Bergman. He would like to have Scott Lankford, our on-call landscaper's watercolor paintings/drawings posted on the city's website. Love said that they are posted under Community Development/City Beautification/Twin City Mile/ Planning Documents/ Downtown Plan.

Councilmember Schmitt – Thanked the Community Development Committee on their continued work and promotion on the Farmer's Market. The news of Viking Village and the submitted project to redevelop it and there is a lot of reaction to that. In-person meetings, it would be great if the meetings can be live streamed.

Councilmember Gaumond – Looking forward to seeing everyone in-person.

Councilmember Bergman – Looking forward to seeing everyone in-person. Loving the longer days and she is learning more about the ongoing in the city and enjoyed the Twin City Mile meeting.

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 7:53 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8c
DATE: April 14, 2022
SUBJECT: City Council March 24, 2022, Special Workshop Minutes
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the March 24, 2022, City Council Special Workshop are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MINUTES OF THE MARCH 24, 2022, CITY COUNCIL SPECIAL WORKSHOP AS PRESENTED.

CITY OF STANWOOD
City Council - Special Workshop Meeting
Thursday, March 24, 2022 – 5:00 p.m.
Zoom Online Meeting & Telephone
MINUTES

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. City Hall and Police Station Capital Planning

Community Development Director Patricia Love discussed the background and the motivation for relocating essential services out of the floodplain and building a civic campus. Love presented the five civic campus design options. It has been confirmed by our local FEMA representative that the police station is an essential facility while the city hall facility is not. If Council decides to relocate or build a new police station, it will need to be moved out of the floodplain.

Love asked the Council to discuss the design options and to give feedback. The Mayor added that a small survey went out to residents who had an email address listed in the utility billing system; 180 responses were received.

Council discussed the issue of remodeling city hall and the police station vs. building a new civic campus.

Council comments:

- If building a new civic campus, have an architectural feature that helps define Stanwood.
- Keep city hall at the current location and build a council chamber on the city owned lot located just to the west of city hall.
- Could Snohomish County Sheriff contribute to the cost of the new police station? Love answered that the Sheriff's office is no longer planning to have a satellite office in Stanwood, so they would not be able to help offset the cost of a new police station.
- If building a new civic campus, the design should include something for the community, e.g., a surrounding park land or community center.

Stanwood Special Workshop Meeting Minutes – February 10, 2022

- City hall is a sound building and was remodeled a few years ago, but the restrooms and breakroom were not included, so those rooms could be updated. The police need a better facility as they are an essential service to the city, especially in an emergency.
- A new civic campus is a long-term investment for the community.
- Remodel city hall with better curb appeal.
- Use the lot next to city hall to build a council chamber with parking below and an archive room above.

Love discussed the community insurance rating system program, the program that helps reduce insurance rates for residents and businesses located in the floodplain. It was confirmed with FEMA that having the police station located in the floodplain does not exclude the city from entering the program. Love said that the city can remodel the police station up to 50% of the appraised or assessed value every two years without having to move out of the floodplain.

City Administrator Smith commented on the City's efforts to flood proof the city with the following projects:

- Irvine Slough Stormwater Separation project phase I, which added a new pump has been completed and phases II and III are under way.
- SR532 Berm and Pedestrian Path project has been completed.
- Council recently approved the Floodwall project and it is under way.

The flood threat from the south has been greatly improved, flooding from north hasn't happened in a long time, and discussions regarding the dike on the city's western border are currently being discussed.

2. Ovenell Long Term Capital Planning

Community Development Director Love presented the Ovenell Park environmental study findings and future development options. Love asked the Council to discuss the future planning efforts keeping these options in mind:

1. Move forward with park planning efforts at Ovenell Park
2. Delay Ovenell Park planning to a future date
3. Focus resources on implementing the Heritage Park and Church Creek Park Master Plans
4. Prepare a plan to open Ovenell Park to the public based on guidance from the City's risk pool representative regarding public safety

Stanwood Special Workshop Meeting Minutes – February 10, 2022

The Mayor asked council to think about if they want to put money into Ovenell or concentrate on the other parks.

Councilmembers agreed that Ovenell was not a good purchasing decision for a park with all the wetland areas, without BNSF's permission to cross the tracks, no water access, and no good way to enter and exit the park from SR532. Love responded that Ovenell was originally purchased with the intent to help with the flooding issues and the park was secondary, although it's disappointing that there isn't as much usable land, it is a good property for the city to own. Smith added that the property was purchased with grant funds, the city now owns more waterfront and more dike that the city can control. Gravel parking lots are not allowed in the downtown commercial area, so there will be a significant cost investment to put in a parking lot with a right-in, right-out only onto SR532. The City's insurance agent will have to do a risk assessment to figure out what needs to be done to open the park safely with 'at your own risk' signs posted. The access to the park from Saratoga will be a staff only access.

4. Adjourn

Mayor Roberts Adjourned the meeting at 6:15 pm.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8d
DATE: April 14, 2022
SUBJECT: Municipal Research and Services Center (MRSC) Rosters
CONTACT PERSON: Kevin Hushagen, Public Works Director
ATTACHMENTS: A – MRSC Rosters Contract

PURPOSE

The purpose of this agenda item is whether or not the City Council should authorize the Mayor to sign the MRSC Rosters annual contract.

BACKGROUND

MRSC Rosters is a roster service used by participating Washington public agencies to efficiently and affordably contact registered businesses about small public works projects, consulting opportunities, and contracting of goods or services.

Washington City and County governments are authorized to use a roster process for small public works projects under \$350,000 (Small Public Works Roster), small to medium sized professional service contracts (Consultant Roster) and for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts (Vendor Roster) per RCW 39.04.155, RCW 39.04.190, and RCW 39.80. Eligible businesses must meet specific requirements to work with Washington Public Agencies as noted below:

All Businesses must have: (Small Works/Consultant/Vendor Rosters)

- Unified Business Identifier Number (UBI#)
- Federal Tax ID Number
- Commercial General Liability Insurance (optional for vendors)
- Construction Related Businesses (Small Works Roster)
- Contractor's License
- Professional Licenses
- Bonding
- Cannot be debarred from working on public works projects
- Employment Security Number (if have employees)
- Pay Prevailing Wages

Professional Consulting Businesses (Consultant Roster)

- Professional Licenses
- Upload a general Statement of Qualifications
- Errors and Omissions Insurance

Public Agencies have two opportunities to join the MRSC Roster each year by May 1st to begin in June or December 1st to begin in January. By joining, the public agency agrees to exclusively use the rosters MRSC hosts and discontinue using any previously used rosters.

FISCAL IMPACT

Annual membership fee is \$275.00 which is based on the City's 5-year average capital expenditures (2017 – 2021 is \$5,878,058.00). This membership is included in the operating budget.

Fiscal Impact			
\$275.00			
Fund(s):	Professional Service		
Amount:	\$ 275.00	Project Estimate:	N/A
Budget Authorized	☒ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends Council authorizing the Mayor to sign the annual contract with MRSC Rosters.

Committee/Board Recommendation:

This was not taken to Public Works Committee.

COUNCIL OPTIONS

1. Authorize the mayor to sign the MRSC Rosters Contract.
2. Do not authorize the mayor to sign the MRSC Rosters Contract and direct staff to areas of concern.

RECOMMENDED MOTION

MOTION TO AUTHORIZE THE MAYOR TO SIGN THE MRSC ROSTERS CONTRACT.



Washington Public Agency Contract
Small Works, Consultant, and Vendor Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government (the "Public Agency") listed above.

1. Purpose. The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. Scope of Services. MRSC shall host the entire Public Agency's individual Small Public Works Roster ("Small Works Roster") and individual Consultant Roster ("Consultant Roster"), and Individual Vendor Roster ("Vendor Roster") (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster and Consultant Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works and consultant business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective on the date in which it is signed by the Public Agency and terminate one year from the effective date, unless renewed as set forth in Section 14.
4. Access to MRSC Rosters by Public Agency. As of the Contract effective date, the Public Agency may access the MRSC Rosters database at www.mrscrosters.org by entering its account login information. The Public Agency may search for and view business applications and may contact businesses about roster projects as of the effective date of the Contract.
5. Notification of Transition to MRSC Rosters. As of the Contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters.
6. Roster Legal Notice. MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. Use of MRSC Rosters by Public Agency. As of the Contract effective date all departments of the Public Agency will discontinue use of any non-MRSC rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:

(a) Small Works Roster. The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.

(b) Consultant Roster. The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

(c) Vendor Roster. The Public Agency will use the Vendor Roster to select businesses to award contracts for the purchase of supplies, materials, and equipment not being purchased in connection with public works contracts in accordance with RCW 39.04.190, and any ordinances and other laws applicable to the Public Agency. The Public Agency shall be responsible for its own and the selected business' compliance with all laws governing such purchases.

8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects through its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

9. Annual Membership Fee. The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$_____.

Total Capital Expenditures	Annual Membership Fee
Less than 5 million	\$135
5 to 10 million	\$275
10 to 15 million	\$425
15 to 25 million	\$575
25 to 50 million	\$745
More than 50 million	\$1145

10. Relationship of Parties. MRSC will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint ventures.

11. Limitation of MRSC Liability. MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.
12. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.
13. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.
14. Renewal. This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date.
15. Non-assignment. MRSC shall contract with Strategies 360 for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.
16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington.
17. Severability. Should any clause, phrase, sentence, or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.
18. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

19. Public Agency Information. For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: City of Stanwood

Common Public Agency Name (if different): _____

Mailing Address: 10220 270th st NW
Stanwood WA 98292

County: Snohomish

Type of Public Agency: City

Website: www.stanwoodwa.org

Primary Contact:

Name: Kevin Hushagen

Title: Public Works Director

Email: kevin.hushagen@stanwoodwa.org

Telephone: 360-629-9781

Facsimile: _____

Additional Contact:

Name: Amanda Slattery

Title: PW Administrative Assistant

Email: amanda.slattery@stanwoodwa.org

Telephone: 360-454-5231

Facsimile: _____

20. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

PUBLIC AGENCY

[Signature]

Sid Roberts, Mayor

[Title]

[Date]

MRSC

Margaret Dalzell

[Signature]

MRSC Rosters Manager

[Title]

12 August 2021

[Date]



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8e

DATE: April 14, 2022

SUBJECT: Heritage Park Lease Agreements with Stanwood Lacrosse and North County Youth Soccer Association

CONTACT PERSON: Kevin Hushagen

ATTACHMENTS: A – Lease Agreement Stanwood Lacrosse
B - Lease Agreement North County Youth Soccer Association

ISSUE

The issue in front of the city council is whether or not to authorize the mayor to sign an annual lease agreement (Attachment A and B) with Stanwood Lacrosse and 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. It was brought to the City's attention that Stanwood Lacrosse has been using the storage room since January 1, 2022 without a current lease agreement. Stanwood Lacrosse would like to continue using the storage room until June 30, 2022. In addition, North County Youth Soccer Association has asked to use the storage room from July 1, 2022 till December 31, 2022 their lease has also expired.

SUMMARY

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 and North County Youth Soccer Association has been renting the storage room since 2013. The lease agreements with Stanwood Lacrosse and North County Youth Soccer Association have expired and need to be renewed.

DISCUSSION

Stanwood Lacrosse and North County Youth Soccer Association 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 have expired.

Stanwood Lacrosse and North County Youth Soccer Association wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of 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 for 1 year. 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). Stanwood Lacrosse will rent the storage room January 1, 2022 till June 30, 2022 and North County Youth Soccer Association will rent the storage room from July 1, 2022 till December 31, 2022.

Stanwood Lacrosse and 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.

Stanwood Lacrosse and North County Youth Soccer Association shall only be allowed on the premises during park hours (posted at the entrance of the park). Stanwood Lacrosse and 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 and North County Youth Soccer Association, 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.

COMMITTEE RECOMMENDATION

Public Works Committee reviewed the lease agreements at the April 4, 2022 Public Works Committee meeting and were in favor of the lease agreements.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign an annual lease agreement with Stanwood Lacrosse to store equipment in the southwest corner of the Public Works Parks Department Shop from January 1, 2022 till June 30, 2022.

2. Authorize the mayor to sign an annual lease agreement with North County Youth Soccer Association to store equipment in the southwest corner of the Public Works Parks Department Shop from July 1, 2022 till December 31, 2022.
3. Do not authorize the mayor to sign the lease agreement and direct staff to areas of concern. The city council may have questions or concerns about the lease agreement term, rental fee, access or use of the city's facility.
4. Amend the terms and conditions of the lease agreement prior to authorizing the mayor to sign the lease. The city council may want to make changes to the length of the lease, the rental rate or other terms before approving the agreement.

RECOMMENDED ACTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A LEASE AGREEMENT WITH STANWOOD LACROSSE TO USE THE SOUTHWEST CORNER OF THE PARKS DEPARTMENT'S SHOP LOCATED AT HERITAGE PARK 9600 276TH STREET NW AS A STORAGE ROOM FOR SPORTS EQUIPMENT.

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A LEASE AGREEMENT WITH NORTH COUNTY YOUTH SOCCER ASSOCIATION TO USE THE SOUTHWEST CORNER OF THE PARKS DEPARTMENT'S SHOP LOCATED AT HERITAGE PARK 9600 276TH STREET NW AS A STORAGE ROOM FOR SPORTS 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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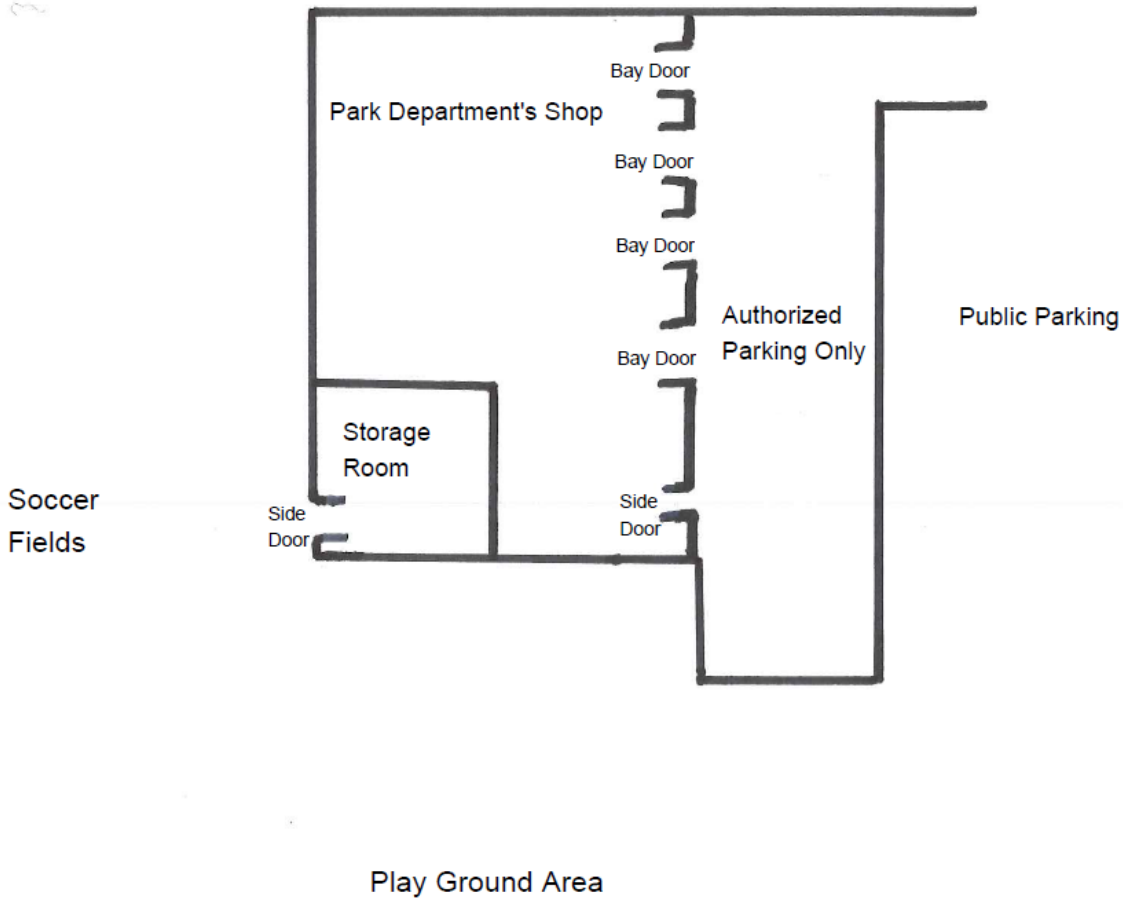


City of Stanwood

Public Works

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

EXHIBIT 2



**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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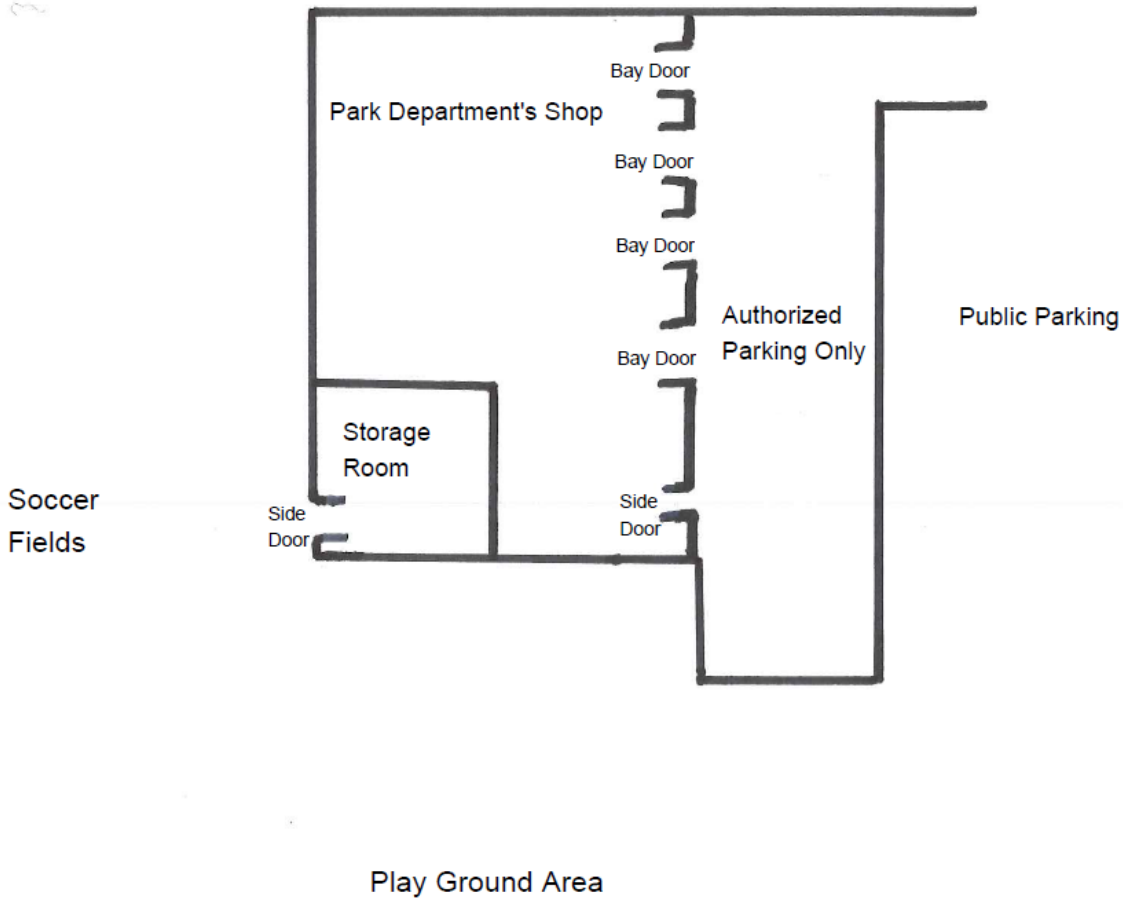


City of Stanwood

Public Works

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

EXHIBIT 2





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 9a

DATE: April 14, 2022

SUBJECT: American Recovery Plan Act (ARPA)

CONTACT PERSON: David Hammond, Finance Director

ATTACHMENTS: A – Potential List of Uses
B – Government Finance Officers Assn. ARPA Guiding Principles

Reference: [Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule \(treasury.gov\)](https://www.treasury.gov/press-releases/Pages/2021/q2/20210511.htm)

PURPOSE

The purpose of this item is for Council authorization to proceed with a list of projects supported by the ARPA Revenue Replacement funds.

BACKGROUND

The first half of the allocated funding was received by the City of Stanwood at the end of June 2021 in the amount of \$1,018,070. These funds are part of ARPA program titled, "Coronavirus State and Local Fiscal Recovery Funds." The US Department of Treasury issued an Interim Final Rule in May of 2021 to provide compliance requirements to recipients; On January 19, 2022, Treasury issued its Final Rule on the use of these funds, which has an effective date of April 1, 2022. The final rule significantly reduced administrative requirements for small cities, as described below. These changes allow the city to use the funds for essentially any general governmental function and as a result staff recommends changes to their budgeted uses.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides 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.

Based on the changes to the State and Local Fiscal Recovery Plan Act regulations, staff recommends a budget amendment to utilize REET 2, instead of the ARPA funding, for the Floodwall project that was approved last November for three reasons:

1. The project will not need to adhere to federal administrative compliance requirements, that usually add cost, but do not add value to the Floodwall project.
2. The project is expected to attract partner revenue contributions, either BNSF or grants, which further complicates ARPA administrative reporting and compliance.
3. There is additional cost associated with a federally required audit, and always a risk of negative findings.

The result of these changes is the city may consider other uses for the \$564,000 that was previously designated for the Floodwall. When considering which projects to assign this ARPA one-time funding source, staff recommends the City Council consider the ARPA guiding principles prepared by the Government Finance Officers Association (a summary of these principles is included as Attachment B). One of these principles is to take time and careful consideration when designating uses of these funds, thus staff recommends council consider approval of the items on the list that was previously discussed at the March workshop but defer further discussion until the 2023-24 budget development.

On March 10th, 2022, the City Council discussed ARPA funding at a workshop meeting. The attached list of potential uses of the funds were described by staff, who also fielded questions from councilmembers. In general, councilmembers were supportive of the listed projects. Ultimately, they requested staff bring back a revised list as well as additional information about the Regional Fire Authority's request. Because of the US Treasury Dept. changes to ARPA rules, the entire list of projects is affordable to the city, although they no longer retain the specific association to the federal ARPA funding.

Regarding the North County Regional Fire Authority (RFA) request, council asked whether the Emergency Medical Response Vehicle would be stationed in Stanwood. Staff met with the Fire Chief who confirmed the vehicle would replace a vehicle currently stationed at Station 99. Staff also wanted to clarify the amount of the request is less than twenty-five percent of the RFA's loss of transportation fee revenue, which was \$838,000; at the same time City residents typically account for nearly fifty percent of calls. Thus, the request is to replace less than twenty-five percent the RFA's lost revenue.

One Councilmember provided feedback on the list of projects after the workshop and noted the Brick Road Gateway project may be premature and noted the council may want to consider additional flashing crosswalk signs. Staff recommends these matters be discussed by the full council.

Based on the discussion, and additional information on project costs, staff made the following adjustments to the original list:

- Removed the SCADA Network Vulnerability follow-up. We do not know the cost of the work yet and the work is specific to Water and Sewer Utilities, rather than general governmental.
- As discussed at the March workshop, staff removed the indirect cost element of the ARPA funding designation.
- At the March meeting staff recommended removing \$10,000 for purchase of public records request management software. Subsequently, staff learned there will be a cost of \$3,290 to configure Laserfiche software to create the request portal, thus this request is reduced from \$10,000 to \$3,290.

MOTION TO AUTHORIZE STAFF TO PROCEED WITH THE ATTACHED LIST OF PROJECTS AND PREPARE A MID-YEAR BUDGET AMENDMENT THAT REFLECT THIS WORK AS NECESSARY.

Proposed ARPA Designated Work				
Department	Project Title	Project Description	Community Priority	Estimated Cost
Finance/IT	Budget Software	One-time implementation costs for Cleargov budgeting software. This purchase mitigates employee exposure to events like COVID-19 by establishing a telework infrastructure, improved stakeholder access, and a tool for better communication and public access to the budget and periodic status reports. It allows staff to develop budgets and financial plans remotely to minimize physical contact.	Enhance Public Engagement	\$ 5,600
Finance/IT	Public Records Request Software	One-time implementation costs for Public Records Request Processing Software. This work will improve employee efficiency when processing citizen records requests by automating workflows. These requests are often made to learn about city government and also to gather information about property development. The Police Dept. processes approx. 400 requests per year, while the Clerk's Office processes about 115. Failure to comply with the Public Records Act carries significant financial penalty and this purchase will help ensure compliance with the Public Records Act.	Enhance Public Engagement	\$ 3,290
IT/Public Works	SCADA Network Vulnerability Assessment	The Mid-Biennial Budget Amendment authorized network vulnerability assessment of the water and the wastewater Supervisory Control and Data Acquisition (SCADA) Networks. This work is in process and early indication is that there will be the need to expend resources to remediate issues identified in the assessment. SCADA systems play important roles in very critical processes, an unchecked weakness could cause grave consequences. Upgrading and improving water and sewer infrastructure is a key area of emphasis for State & Local Fiscal Recovery Funds.	Protecting the Environment	\$ 50,000
City-wide	Regional Fire Authority Revenue Loss	The Regional Fire Authority (RFA) has requested assistance with the purchase of an ambulance. The RFA experienced a decline in transportation fees during the pandemic with limited ability to reduce costs of staffing the service. At the same time, the RFA had budgeted purchase of an ambulance, and was able to complete the purchase. The RFA has also requested revenue loss mitigation from Snohomish County, however the county did not provide in the first phase of ARPA funding.	Promoting Public Safety	\$ 150,000

Proposed ARPA Designated Work				
Department	Project Title	Project Description	Community Priority	Estimated Cost
City-wide	Lincoln Hill Retirement Community/Senior Center	This request comes from the Lincoln Hill Retirement Community/Senior Center, to partially replace revenue lost during the pandemic. The biggest impact has been Economic, as we have basically been "closed" and cannot hold fundraisers, rent rooms, programs fees, etc. that normally would give us income. Just our car show alone, we lost \$8000 in income. Our income has been reduced by at least \$25,000 due to covid and not being able to operate fundraisers, room rentals, had to close the Thrift Store (\$90,000 a year income).	Promoting Public Safety	\$ 25,000
Community Development	Brick Road Gateway	Expand the City Beautification budget to design and construct a gateway feature in the triangle entrance to the brick road at 270th and Camano Street (or near there). The City would work with our local landscape architect to establish project parameters for the gateway project and then use our partnership with the Stanwood Camano Arts Advocacy Commission to design and construct the feature. This would result in two gateways drawing residents and tourist off of SR 532 and into the downtown shopping district: 88th Avenue Arch currently under design and the Triangle Gateway area. The Gateway Feature will be designed so that it can be moved as needed to accommodate any future changes in the brick road.	Expand Tourism and Promoting Economic Growth	\$ 50,000
Community Development	Special Event Support	Many of the yearly special events held in Stanwood were canceled the last two years due to Covid-19. In 2021 downtown businesses gathered together to hold the Halloween and Light Up Your Holiday events and while these were very successful events, staff and Councilmembers heard that some businesses could not participate due to the financial impact Covid 19 had on their businesses. This request is to establish a small fund to help support the 2022 special events as a city contribution. City contributions would be dispersed in \$1,000 to \$2,500 amounts depending on requests showing what amenities could be added to elevate the event and participation. Funds can be used for on-site furnishings such as heaters, benches, tents, lights, or other types of equipment to enhance the public enjoyment of the event. Suggested events could include the Summer Concert Series, Light Up Your Holidays, Halloween Ghouls Night, Community Parade, and Farmers Market.	Expand Tourism and Promoting Economic Growth	\$ 10,000

Proposed ARPA Designated Work				
Department	Project Title	Project Description	Community Priority	Estimated Cost
Community Development	Event Stage and Tent	Purchase a portable stage, trailer and tent for special events such as the summer concert series, hometown holidays, touch a truck, national night out. The stage would be used by the city as well as event organizers. The existing “gypsy wagon” is reaching the end of its life span and not very useful as it is too small to accommodate some of the bands the City / Chamber would like to attract to Stanwood. The tent will cover the stage if it rains or provide shade. To help pay for the costs the city could charge a “rental fee” for special events or it could be marketed as a city contribution towards special events.	Expand Tourism and Promoting Economic Growth	\$ 30,000
Community Development	Municipal Code Update	The City has initiated the Stanwood Municipal Code Update project, which will update all 17 Titles of the Municipal Code by eliminating outdated and redundant provisions, modernizing the text in a reader friendly format and updating the code to be current with state and federal law. A request for proposals has been advertised and two firms submitted proposals; interviews to select the consulting firm took place on March 3, 2022. The Council appropriated \$200,000 for this project in the 2022 budget. Much of this work was going to be overseen by the Senior Planner. However, the City has not been able to fill this position, so additional consulting time / costs will be needed.	Enhance Public Engagement	\$ 50,000
Community Development	City Beautification Project – Power Installation	Expand the City Beautification budget to install power to city owned light and banner poles in the downtown area. The City’s holiday decorations can only be installed on city owned poles. Many of these poles do not have power capabilities for holiday decorations. Businesses and Councilmembers have requested that we upgrade the power grid in the downtown area so that we can install a lighted holiday tree and decorations along the Twin City Mile and other streets in the downtown area. This ARPA fund request along with \$50,000 in the 2022 budget for holiday decorations would be used to install the power needed.	Expand Tourism and Promoting Economic Growth	\$ 50,000
Public Works	Flashing crosswalk signs	Purchase and install pedestrian activated flashing crosswalk signs at 72nd Ave and 272nd St to allow safe crossing for citizens to access schools, shopping center and the YMCA. Currently there is only sidewalk on the east side of 72nd Avenue at this intersection. Students walking to school, citizens going to the Haggen shopping center or using the YMCA facilities cross to connect with the sidewalk on the west side. This is a high traffic area that, especially during the fall and winter months with shorter daylight hours, has been identified as a candidate for a lighted crossing.	Promoting Public Safety	\$ 15,000

Proposed ARPA Designated Work				
Department	Project Title	Project Description	Community Priority	Estimated Cost
Public Works	Flashing crosswalk signs	With the continued and increased use of the Food Bank more citizens are crossing 102nd Avenue to the parking lot on the east side of the road. Staff would purchase and install pedestrian activated flashing crosswalk signs at 102nd Ave and 271st St to allow safe crossing for citizens using the food bank and other services. 102nd Avenue is a high traffic road and the City has received requests to provide a safer way for citizens to cross.	Promoting Public Safety	\$ 15,000
Clerk	Digitization of Building Permits	This request is to support the digitization of building permit files. The city currently maintains eighty-two boxes of building permit files. These records are required to be maintained for the life of the building plus six years. Planning for future records storage is impacted significantly by this requirement. Further, this is our most frequent record requested by the public, thus staff time involved in locating and providing these records is significant, whereas if they were digitized they would be easily located.	Enhance Public Engagement	\$ 50,000
Public Works	Physical Security Improvements	This project would fund upgrades to the physical security of the Public Works Shop, including gate access.	Protecting the Environment	\$ 25,000
			Total	\$ 528,890
			Available	\$ 1,018,070
			Undesignated ARPA	\$ 489,180

Summary of Government Finance Officer's Association-ARPA Funds Guiding Principles

Temporary Nature of ARPA Funds. ARPA funds are non-recurring so their use should be applied primarily to non-recurring expenditures.

- Care should be taken to avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment.
- Use of ARPA funds to cover operating deficits caused by COVID-19 should be considered temporary and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in critical infrastructure is particularly well-suited use of ARPA funds because it is a non-recurring expenditure that can be targeted to strategically important long- term assets that provide benefits over many years. However, care should be taken to assess any on-going operating costs that may be associated with the project.

ARPA Scanning and Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.

- Local jurisdictions should be cognizant of state-level ARPA efforts, especially regarding infrastructure, potential enhancements of state funding resources, and existing or new state law requirements.
- Consider regional initiatives, including partnering with other ARPA recipients. It is possible there are many beneficiaries of ARPA funding within your community, such as schools, transportation agencies and local economic development authorities. Be sure to understand what they are planning and augment their efforts; alternatively, creating cooperative spending plans to enhance the structural financial condition of your community.

Take Time and Careful Consideration. ARPA funds will be issued in two tranches to local governments. Throughout the years of outlays, and until the end of calendar year 2024, consider how the funds may be used to address rescue efforts and lead to recovery.

- Use other dedicated grants and programs first whenever possible and save ARPA funds for priorities not eligible for other federal and state assistance programs.
- Whenever possible, expenditures related to the ARPA funding should be spread over the qualifying period (through December 31, 2024) to enhance budgetary and financial stability.
- Adequate time should be taken to carefully consider all alternatives for the prudent use of ARPA funding prior to committing the resources to ensure the best use of the temporary funding.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 10a

DATE: April 14, 2022

SUBJECT: 2024 Comprehensive Plan – Public Participation Plan

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Resolution 2022-06
B – 2024 Comprehensive Plan – Public Participation Plan

PURPOSE

The purpose of this agenda item is for Council adoption of Resolution 2022-06 adopting of the Public Participation Plan for the 2024 Comprehensive Plan update project.

BACKGROUND

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

The Growth Management Act also 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.

ANALYSIS

The Comprehensive Plan is a long range (20 year) planning document that establishes city policy direction guiding growth, development, community character and quality of life. The Comprehensive Plan addresses required population and employment targets. It consists of 13 goals and five required “elements”, or chapters: land use, transportation, housing, capital facilities, and utilities. It also includes several optional elements including economic development, parks and recreation, conservation, and solar energy. A climate change element may be required if approved by future state legislative actions. Stanwood’s Comprehensive Plan also includes the policy element for the Shoreline Master Program mandated by the State.

The Public Participation Plan describes the city’s outreach efforts for the Comprehensive Plan update and will be governed by three major principles:

1. Public Education: Inform the public about the Comprehensive Planning Process
2. Communication: Ensure open and honest communication with the public
3. Participation: Encourage all residents to participate in the planning process

The City will use multiple means of communications to educate, communicate, and encourage participation in the Comprehensive Plan Update and will seek out the following key stakeholders:

- | | |
|-----------------------------------|----------------------------|
| ▪ Stanwood Residents | ▪ Regional Agencies |
| ▪ Stanwood Business Community | ▪ Nearby Local Governments |
| ▪ Elected and Appointed Officials | ▪ Transit Agencies |
| ▪ Non-City Service Providers | ▪ Tribal Governments |
| ▪ State Agencies | ▪ Other Agencies |

City staff proposes forming an Advisory Group which will provide early policy guidance on major issues. The Planning Commission will be responsible for reviewing and recommending the final plan to the City Council. The Council will make the final decision on all proposed amendments to the Comprehensive Plan.

The Public Participation Plan also includes a three-part communication plan:

1. Outreach Methods: Standard public meetings, virtual meetings, public surveys and/or individual interviews
2. Communication Tools: Staff reports, website materials, social media, and newspaper articles
3. Communication Objectives: Open and honest communication to build trust throughout the update process

Fiscal Impact			
N/A; The Public Participation Plan is part of the funded Comprehensive Plan Update project.			
Fund(s):			
Amount:	\$ \$	Project Estimate:	\$
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff recommends adoption of Resolution 2022-06 to be in compliance with the requirements of the Growth Management Act.

Committee/Board Recommendation:

The Community Development Committee reviewed the draft Public Participation Plan on March 3 and requested minor revisions which have been incorporated in

the Plan. The Planning Commission reviewed the draft on March 14 and unanimously recommended approval of the draft Public Participation Plan.

CITY COUNCIL OPTIONS

1. Approve Resolution 2022-06 establishing the Public Participation Plan for the 2024 Comprehensive Plan update process.
2. Request revisions to Resolution 2022-06.
3. Send the Public Participation Plan back to the Planning Commission for further review.

PROPOSED MOTION

MOTION TO RECOMMEND COUNCIL ADOPTION OF RESOLUTION 2022-06 ESTABLISHING THE PUBLIC PARTICIPATION PLAN FOR THE 2024 COMPREHENSIVE PLAN UPDATE PROCESS.

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION NO. 2022-06

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON,
ADOPTING THE PUBLIC PARTICIPATION PLAN AND WORK
PROGRAM FOR CONDUCTING THE LEGISLATURES MANDATED
2024 COMPREHENSIVE PLAN UPDATE.**

WHEREAS, the State of Washington adopted the Growth Management Act (GMA) governed by RCW 36.70A in 1990 and 1991, and

WHEREAS, the GMA is a series of state laws that require fast-growing cities and counties to develop a comprehensive plan to manage their population growth, and

WHEREAS, Comprehensive Plans establish community vision, character, growth projections and development policies over a twenty-year planning horizon, and

WHEREAS, communities planning under the GMA are required to update their comprehensive plans every eight years, and

WHEREAS, the City of Stanwood is required by RCW 36.70A.130 to update their Comprehensive Plan by June 30, 2024, and

WHEREAS, GMA 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, and

WHEREAS, the City of Stanwood's Planning Commission reviewed the Public Participation Plan on March 14, 2022 and recommended approval of such plan to the City Council; and

WHEREAS, The Council, after effective public hearing notice, considered the Public Participation Plan, took public testimony and considered all comments presented on April 14, 2022, and

WHEREAS, the Stanwood City Council believes that regular, meaningful public involvement in the Comprehensive Plan update process is important to assure that the resulting plan meets the wishes and expectations of the community, and

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

Section 1. Adoption. The City of Stanwood 2024 Comprehensive Plan Update Public Participation Plan, attached to this Resolution as Exhibit A, and incorporated herein by this reference as if set forth in full, is hereby adopted. The City will follow the Public Participation Plan during the consideration of 2024 Comprehensive Plan Update.

Section 2. Dissemination. The Community Development Department shall broadly disseminate the Public Participation Plan using some or all of the methods set forth in the Public Participation Plan.

Section 3. Effective Date. This resolution shall become effective upon passage.

PASSED AND APPROVED by the City Council of the City of Stanwood this 14th day of April 2022.

CITY OF STANWOOD

By: _____
Sid Roberts, Mayor

APPROVED AS TO FORM

By: _____
Nikki Thompson, City Attorney

ATTEST:

By _____
Lisa Sokolik, City Clerk

Exhibit A
Resolution 2022-06

Remember Yesterday. Imagine Tomorrow.



PUBLIC PARTICIPATION PLAN



Comprehensive Plan Update: Project Overview

The Comprehensive Plan is a long range (20 year) planning document that establishes city policy direction guiding growth, development, community character and quality of life. The Comprehensive Plan addresses required population and employment targets. It consists of 13 goals and five required “elements”, or chapters: land use, transportation, housing, capital facilities, and utilities. It also includes several optional elements including economic development, parks and recreation, conservation, solar energy, and climate change. Stanwood’s Comprehensive Plan also includes the policy element for the Shoreline Master Program mandated by the State.

Stanwood’s first Comprehensive Plan was adopted in 1975. In 1990-1991, the State adopted the Growth Management Act (GMA) which established specific requirements for Comprehensive Plans. As a result, Stanwood overhauled its Comprehensive Plan in 1995 to comply with the GMA. The City annually updates its Plan to keep it current. In 2002, the City undertook a major review as required by the GMA resulting in the adoption of an updated GMA compliant Comprehensive Plan in 2004. Amendments have been made over the years to address changing circumstances and state laws. The Comprehensive Plan is now due for the State mandated update which must be completed by June 30, 2024.

The City, through its Comprehensive Plan, decides issues such as:

- Where future growth in housing and employment should go,
- How to address community character and the form of development,
- Quality of life measures,
- Economic development initiatives,
- Open space and recreational opportunities,
- How future public utilities such as sewer, drainage, and water need to be provided,
- What transportation policies are needed to effectively manage traffic,
- How new improvements will be funded.

The Comprehensive Plan must address a period of at least 20 years into the future. This Plan Update will cover 2024 through 2044 and is expected to build on the current City Vision which states:

- The City of Stanwood is the commercial and cultural center of the greater Stanwood/Camano region.
- The City is self-sufficient - providing employment, access to locally grown food, community activities, and a full range of goods and services for its residents and surrounding rural communities.
- Residents and members of the business community both support preservation of existing structures and seek new development that enhances the existing small-town character which gives the community its distinctive identity.
- Downtown Stanwood as the heart and core of the community.

There are two primary objectives of the 2024 Comprehensive Plan update:

- 1) examine the challenges faced by the community and provide strategies for overcoming those challenges and
- 2) identify opportunities for community growth as outlined in the Puget Sound Regional Vision 2050 Plan while preserving the City's small-town vision and quality of life.

The City wants to ensure that growth occurs in a way that considers quality of life, placemaking, and other community character goals. This update is not about adopting a new vision for the community, but instead builds upon decades of planning activities to update and modernize the current community vision.

Purpose of Comprehensive Plan Public Participation Plan

The goal of the *Public Participation Plan* is to educate the public, communicate with them, and encourage community participation in the update. Essentially the public participation plan is about reaching out to all segments of the community in new and innovative ways. Ultimately, the feedback received from the community will be tied into each of the required comprehensive plan elements as well as the overall vision for the City.

Stanwood Comprehensive Plan: Remember Yesterday. Imagine Tomorrow.

Public Participation Plan Guiding Principles

One: Education

- Explain the requirements of the Growth Management Act and Comprehensive Plan
- Provide objective information to assist stakeholders in understanding issues and solutions
- Encourage public involvement in the Comprehensive Plan Update process
- Inform interested stakeholders of the progress, status, and key policy discussions throughout the update

Two: Communication

- Use multiple forms of communication: print, social media, city website, public surveys
- Provide two-way communication as much as possible
- Use non-technical language and graphics to explain the technical or complex subject matter
- Provide timely and accurate information
- Acknowledge comments and concerns received from stakeholders and participants

Three: Participation

- Encourage robust public participation in the update process
- Employ virtual and in-person engagement activities
- Build trust by providing timely and accurate information
- Provide information to those traditionally unreachable in city communications

With Whom Will We Communicate? Key Stakeholders

The City will use multiple means of communications to educate, communicate, and encourage participation in the Comprehensive Plan Update and will seek out the following key stakeholders:

Stakeholder Category	Stakeholder Groups
<i>City of Stanwood Residents:</i>	Stanwood Historical Society Stanwood Rotary Club Kiwanis Club of Stanwood Lions Club of Stanwood Homeowner Associations (HOA) Places of Worship Youth Sport Leagues
<i>Stanwood Business Community:</i>	Stanwood Chamber of Commerce Stanwood Business Representatives Major City Employers
<i>Elected and Appointed Officials:</i>	City Council Planning Commission Parks and Trails Advisory Committee Economic Development Board
<i>Non-City Service Providers:</i>	North County Regional Fire Authority Snohomish County Sheriff's Office PUD Snohomish Health District
<i>State Agencies:</i>	Washington State Department of Commerce Washington State Department of Ecology Washington State Department of Fish and Wildlife
<i>Regional Agencies:</i>	Puget Sound Regional Council Association of Washington Cities
<i>Local Governments:</i>	Snohomish and Island Counties City of Arlington
<i>Transit Agencies:</i>	Community Transit Island County Transit Skagit Transit Snow Goose Transit

Tribal Governments:

Stillaguamish Tribe
Swinomish Tribe
Tulalip Tribe

Other Agencies:

Stanwood - Camano School District
Diking District 7
WRIA 5 / Stillaguamish Watershed
Stillaguamish Flood Control District
Master Builders Association of King and Snohomish Counties

Who Will Make the Decisions on The Final Plan?

Advisory Group

The Advisory Group will be made up of volunteers and members of existing city boards / commissions whose members will represent the community and will provide early policy guidance that reflect the community's core values and goals. It is recommended that the Steering Committee should include at least one member of the Economic Development Board, Parks and Trails Advisory Committee, the Planning Commission and Council Community Development Committee. The Advisory Group will provide policy recommendations to the Planning Commission.

Planning Commission

The Planning Commission will provide policy recommendations for the Comprehensive Plan update and will assist in ensuring the public is involved through the process. Planning Commission members will be notified of all community activities and events. All public workshops, hearings, and other activities with the Planning Commission will be noticed per city code. The Commission will receive regular briefings on the update and will review all drafts on a section-by-section basis, providing opportunities for public comments. At the conclusion of their work, they will hold a formal public hearing on the Plan before forwarding a recommendation to the City Council.

City Council

The City Council will provide policy guidance and is the final decision maker on the Comprehensive Plan update. Council members will be notified of all public activities and events. All public workshops, surveys, hearings and other activities with the City Council will be noticed per city code. The Council will also receive periodic briefings throughout the update process and will review the Planning Commission's recommendations. The City Council will hold a public hearing on the final draft of the update prior to taking final action on the Plan.

How Will We Ensure Effective Communications?

Techniques for public participation vary in scale, technology, structure, and timing. Our community members are busy and active people and in the age of Covid-19, new innovative ways of communicating will be necessary. We will bring activities to places where people are already going and provide a series of online platforms for public discussion. The City recognizes the need to involve community members in a variety of outreach methods continuously throughout the update process.

The following tables provide lists of outreach methods and communication tools that will be used to foster broad and ongoing community involvement. These are not meant to an exhaustive list, and if other processes are requested, the plan is meant to be flexible to accommodate those requests.

Table 1: Community Outreach Methods

<i>Public Meetings:</i>	Planning Commission, Parks and Trails Advisory Commission, Economic Development Board and community open house meetings will be held throughout the update process. Staff reports will include a combination of educational and technical information describing proposed amendments to the Comprehensive Plan.
<i>Community Events and Activities:</i>	As opportunities arise following Covid-19 protocols, staff will attend scheduled community events to reach out to the community. These events include the farmers market, Touch-a-Truck and/or National Night Out.
<i>Public Surveys:</i>	The City will hold an online open house / public survey to gather public feedback on the Comprehensive Plan amendments.
<i>Interviews:</i>	Online, in-person, and paper interviews will be used to collect community members stories, ideas, and opinions on a wide range of topics.
<i>Community Group Meetings:</i>	As opportunities arise following Covid-19 protocols, staff will attend scheduled community meetings. These events include the Stanwood Chamber of Commerce, Arts Advocacy, and / or Homeowner Association meetings.
<i>Environmental Review and Public Comments</i>	Request for comments will be solicited per City of Stanwood regulations.
<i>Public Hearings:</i>	Public hearings will be held with the Planning Commission and City Council prior to adoption. Written, electronic and oral testimony will be accepted at public hearings.

Table 2: Communication Tools

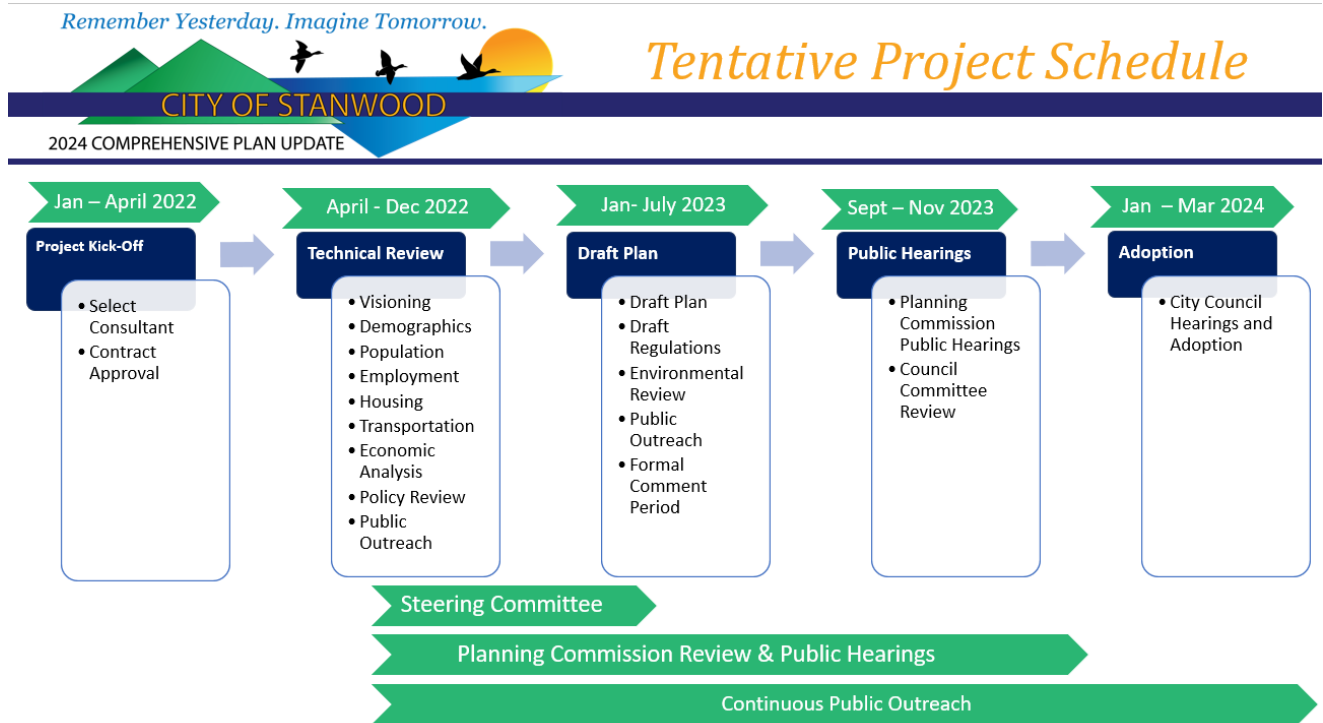
<i>Written Materials:</i>	Written materials will be accessible on the City’s website and will be shared during regularly scheduled Planning Commission, Parks and Trails Advisory Commission, Economic Development Board and City Council meetings.
<i>Party of Record List:</i>	A party of record list will be prepared and maintained throughout the update process. This list will be used for notification of public meetings, surveys, and public hearings.
<i>Comprehensive Plan: Webpage</i>	The City’s webpage will include access to all written materials and information regarding proposed amendments, meetings, events, and resources.
<i>Social Media:</i>	The City will use existing social media sites such as Facebook and Twitter to notify the community about the Comprehensive Plan update.
<i>Press Releases and Newspaper Articles:</i>	The City will provide legal notices as required by the Stanwood Municipal code and will request that the local newspaper publish articles regarding the update at key points during the process.

Table 3: Communication Objectives

<i>Build credibility and trust among stakeholders and participants.</i>	City materials answer questions completely, accurately, and quickly.
<i>Use non-technical language and simple graphics to explain technical aspects of the project.</i>	City materials presented to the public will be reviewed to eliminate overly technical language.
<i>Use a variety of media (website, printed materials, email updates, social media, multi-media) to provide information about the project.</i>	Communication methods other than public meetings will be used when appropriate to obtain feedback from stakeholders and participants.
<i>Provide information to those traditionally unreachable in city communications.</i>	Conduct assessment at the onset to identify populations traditionally not engaged in citywide public involvement efforts.

What is the Comprehensive Plan’s Tentative Schedule?

It is the goal of the City is to adopt the Comprehensive Plan by March 2024. Work shall be completed over a two-year period using the following tentative schedule as a guide.





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a

DATE: April 14, 2022

SUBJECT: Amendment One to Contract 2022-46, FreeDoc Information Automation

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A - Contract 2021-46, FreeDoc.
B – Amendment One to Contract 2022-46
C – Amd. 1, Exh. A – Records Inventory
D – Amd. 1, Exh. B – File Conversion
E – Amd. 1, Exh. C – Laserfiche purchase and configuration

PURPOSE

The purpose of this agenda item is for Council consideration of an addendum to expand the scope, the term and the not-to-exceed amount of our existing Electronic Records Management engagement to add digitization of permit files and purchase of Laserfiche license and configuration.

BACKGROUND

In May of 2021, the city entered into a two-year agreement with FreeDoc. This consulting agreement is being executed in phases with the end goal of creating and populating an electronic records management system. The software envisioned by the city with this agreement is Laserfiche. WSIPC has entered into a licensing arrangement with Laserfiche that offers advantageous terms, and the city recently entered into an ILA that will enable purchase of Laserfiche. This amendment has three task orders:

Task order No.	Description	Amount
1	Records Inventory: Amends Step Two of first phase, inventory city records through interviews. Original estimate was \$5,600, this amendment increases to: \$12,204.62.	\$6,604.27
2	File Conversion Project: Digitizing 80 boxes of Community Development records	\$73,428.65
3	Laserfiche License, Import Scanned Permit Files & Configure Record Request Portal	\$11,132.00
	Original NTE Amount	\$60,000
	Total, revised Not To Exceed Amount	\$151,165.27

- Task order 1: This became necessary as the original budget was prepared based on an understanding that the consultant would conduct staff interviews and inventory virtually. This amendment accounts for staff time, travel and lodging to conduct several interviews in-person.
- Task order 2: This task will create digital files from eighty-two boxes of building permits. These records must be maintained for a very long time (generally the life of a building plus six years). This will save city costs of storage, but also the cost of retrieval. These are our most frequently requested records, each week, staff researches the box number, drives to archives, retrieves records to provide homeowners, prospective purchasers, and developers the documents they need to research development projects. These documents are the very first phase of our move to electronic records management. Staff plans to apply for up to \$50,000 grant funding to offset this cost.
- Task order 3: This task authorizes purchase of the Laserfiche license, consultant time to import the records digitized in task 2, above, and authorizes configuration of a Public Records Request customer-facing portal to intake, and manage the workflow associated with records requests.

ANALYSIS

Tasks one to three listed above authorize staff to proceed with the project to systematically inventory, digitize and store records digitally, while identifying process improvements that will reduce the amount of paper produced, and enabling efficient retrieval of information. All these advances will enable more efficient work and allow us to serve citizens better.

Fiscal Impact			
This amendment increases the contract from \$60,000 to \$151,165.27.			
Fund(s):	General Fund-One Time Expense		
Amount:	\$91,165.27	Project Estimate:	\$ -
Budget Authorized	[X] Yes (partial)[] No	Amendment Required	[X] Yes [X] No [] Monitor

RECOMMENDATIONSf

1. **Staff Recommendation:** Staff recommends Council authorize the mayor to sign an amendment to contract 2021-46 with FreeDoc.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

2. The City Council may authorize the mayor to sign an amendment with FreeDoc.
3. The City Council may choose not to authorize the mayor to sign an amendment with FreeDoc.
4. The City Council may direct staff to provide additional information.

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO SIGN AN AMENDMENT TO CONTRACT 2021-46 WITH FREEDOC, WITH REVISED NOT TO EXCEED AMOUNT OF \$151,165.27.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON
AND
FREEDOC INFORMATION AUTOMATION -
A FRIX TECHNOLOGIES LLC COMPANY
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and FreeDoc - A FRIX Technologies LLC, a Washington LLC ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **Digital Records Transformation** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 **TERM.** The term of this Agreement shall commence on July 1, 2021 and shall terminate at midnight, July 1, 2023. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

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

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

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

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

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

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

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

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall

furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in :

Laserfiche - Enterprise Content Management

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$ 60,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

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

ARTICLE V. GENERAL

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

**Sara Robinson, City Clerk
10220 270th Street NW
Stanwood, WA 98292**

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

**FreeDoc Information Automation
A FRIX Technologies LLC Company
P.O. Box 2007
Bothell, WA 98041-2007**

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

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

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

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

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

V.5 SEVERABILITY

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

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

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

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

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

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

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

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

DATED this 25th day of May, 2021.

CITY OF STANWOOD, WA

By: Jennifer Ferguson
Jennifer Ferguson (Jun 1, 2021 14:16 PDT)
Jennifer Ferguson, City Administrator

FreeDoc -A FRIX Technologies LLC, a Washington LLC

By: [Signature]

Approved as to form:

Brett Vinson
Brett Vinson (Jun 1, 2021 17:15 EDT)
Brett Vinson, City Attorney

Exhibit A
Scope of Services

City of Stanwood

Digital Records Transformation

Quote: 21041502r1
Published: 05/11/2021

FreeDoc®

INFORMATION AUTOMATION

A FRIX Technologies LLC Company

FreeDoc

INFORMATION AUTOMATION

PROVIDER SUMMARY

FreeDoc® provides enterprise content management (ECM) services and solutions to Aerospace, Education, Government, Healthcare, Heavy Manufacturing and Public Utilities. Since 1999, every digital solution project awarded has been delivered and accepted. These solutions manage over 10 billion digital pages.

Commercial solutions include contracts for *1st Special Forces Group, Ben Bridge Jewelers, Evergreen Hospital, Microsoft, Panasonic Avionics* and the *Teamsters Pension Trust Fund*.

Government solutions include contracts for *School Districts of Edmonds, Mercer Island, Shoreline, South Whidbey, and White River*; the *Cities of Centralia, Chelan, Clyde Hill, Mountlake Terrace, Monroe, Moses Lake, Sequim; King County Library Systems* the *PUDs of Clallam County, and Mason County No. 3*.

Records Consulting includes contracts for *records assessments, records inventories, policy creation* and *training* for *Cities of Redmond, Chelan, Pacific, and PUD's of Chelan, Mason and Franklin*.

PROFESSIONAL SERVICES

Digital transformation is the coordination of four disciplines:

1. Records Management Consulting – Certified Records Management (CRM).
2. Software automation to capture, route, manage and integrate digital records and data.
3. Technical services to implement and guide a project.
4. Scanning, conversion and indexing.

FreeDoc® fully supports each category, while the general ECM vendor supports one or two. Contracting with **FreeDoc**® avoids contracting with multiple vendors for your digital transformation project. Our clients receive expert performance with a single-point of accountability for each area.

PRIVACY

This document illustrates estimates to perform a complex project. It is for the exclusive viewing by management and staff of *City of Stanwood*. We request advance notice prior to sharing with outside parties so we may request to shield select trade secrets contained herein.

INSURANCE, PERSONNEL, FACILITIES & CONTRACTING

- **FreeDoc**® maintains appropriate levels of professional insurance.
- Personnel are industry certified and trained specialists.
- Client records are managed within a secure, controlled access area in our facility.
- Public contracts – WSIPC, City of Redmond, Pierce County, and Washington State.

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May 11, 2021

City of Stanwood
City Clerk Sara Robinson
City Administrator Jennifer Ferguson
Assistant to the City Administrator Krista Hintz

Hello Sara,

Below, we've created an overview of services we discussed on the call together. We wanted to be as thorough as possible and let you know what was available. The range is comprehensive and may be more than was initially anticipated.

We begin page two with a list of actions able to produce the kind of results that would be valuable to a Washington municipality such as the City of Stanwood. Recommendations are prioritized by ease of performance and actionable availability.

We plan to complete steps 1-6 for records management consulting services. The ECM implementation of Laserfiche and related conversion services will follow with a separate estimate and may be an addendum to our professional services agreement.

Best regards,



Peter D. Frix, CDIA, CEIRM
President
FreeDoc®



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BACKGROUND STATEMENT

The City sees significant benefit in creating a foundation for technology to be implemented to perform the day-to-day functionality of records management and business processing.

The City of Stanwood approached Laserfiche and FreeDoc in February 2021 requesting information able to support digital transformation of the City's records. The City has previously made significant progress and has adopted policies for compliance with the Public Records Act (PRA) and CORE retention rules. Many City records are being tracked for retention. The City Administrator's office and City Clerks' office are supportive of a digital transformation initiative.

Completing a records management assessment would provide a thorough look at how the City manages its records. The assessment shines a light on areas for improvement and provides recommendations for course correction. The inventory and crosswalk build upon the assessment for transitioning to a digital model of records management.

PRA & COMPLIANT PAPERLESS RECORDS MANAGEMENT:

1. Review procedures for training provided for all staff and elected officials.
2. Create an inventory of all agency public records.
3. Create or update the agency disaster preparedness plan as it relates to records protection and recovery in accordance and the list of essential records with guidelines provided by the State Archivist.
4. Scan and toss long term records along with other records series.
5. Begin the process of defensible disposition as an initial effort to a clean-up.
6. Select a department for a scaled implementation of Enterprise Content Management (ECM). We use a product that is certified for compliance with DoD5015.2, and possesses the ability to integrate with other existing software. Current public contracts allow a City to acquire this software. This has been pre-vetted for contracting within Washington State (WCIPC, DES and NCPA are both available) and provide excellent protections for an agency.
7. Engage an approved consultant in Public Records Administration such as **FreeDoc®** Consulting to configure the ECM "File Plan" for information governance using the information discovered in our research.



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FOUNDATION FOR PRA & COMPLIANT RECORDS MANAGEMENT:

What follows are phases of work with associated budgets for expense and performance. These are various levels of services needed to assist the City with regard to an orderly transformation to a digital platform.

The recommendations below are sequential and build upon each other. ECM implementation and development may occur upon completion of Step 6, or in parallel at any previous point (Step 1 – 6). ECM and conversion services may be an addendum to the current scope of work.

1. Records Assessment and Report

- a. An assessment of records management practices in all departments. Produces a report of 30-40 pages, outlining observed risks and opportunities in three areas: 1) Administration of Public Records; 2) City Business Processes; and 3) Technology.
- b. Produces a list of 15-25 recommendations to increase City compliance for the custody and management of public records.
- c. Scheduling of a live, comprehensive debrief, reviewing each section of the report following submittal.
- d. This is a comprehensive look at every facet to consider when improving processes. The assessment reviews the value, purpose and functional benefit of technology to perform work. Professional Services includes on-site visit to the facility, telephonic interviews, follow up questions, gap analysis, and drafting the report.
- e. A mix of individual & group interviews with subject matter experts:
 1. Finance – Jennifer Ferguson, Sara Robinson
 2. Finance – Wendy Dowhower, Sara Robinson
 3. Finance – Amy Bergemeier, Sara Robinson
 4. Finance – Marcy Mathis, Sara Robinson
 5. Finance – Reina Barber, Sara Robinson
 6. Comm. Development – Patricia Love, Sara Robinson
 7. Comm. Development – Amy Rusko, Sara Robinson
 8. Comm. Development – Keith Kennedy, Leigh Danielson, Sara Robinson
 9. Public Works – Shawn Smith, Sara Robinson
 10. Public Works – Lisa Sokolik, Sara Robinson
 11. Public Works – Eric Hentila, Leigh Danielson, Sara Robinson
 12. HR – Pat Adams, Jennifer Ferguson
 13. Admin / Communications – Krista Hintz, Sarah Cho, Sara Robinson
 14. Clerk – Sara Robinson
 15. Police – Chief Rob Martin, Amanda Slattery, Sara Robinson

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- i. Budget expense estimate: 54 to 64 hours, \$7,560 to \$8,960.
- ii. Travel Expense: 4 hours onsite + mileage \$700
- iii. Budget calendar estimate: One to two months.
- iv. Performance estimate: 2-8 hours per department.
- v. 1-2 hour with each City SME including Sara with each interview.
- vi. 3-5 hours follow-up, analysis, reporting.

2. Mid-level Inventory

- a. Create an itemized inventory of City records. This inventory is performed at the series level. It is intended to be mid-level and without itemizing individual sheets of paper. This produces a report listing each type of records, by department, by storage location, and range of years of records located within each department.
 - i. Budget expense estimate: 40 hours, \$5,600.
 - ii. Budget calendar estimate: One month.
 - iii. Performance estimate: 4-6 hours per department.
 - a. 4-8 hours by City Clerk and Administrator.
 - b. 40-60 hours by FreeDoc for research, analysis, reporting.

3. Records Management Crosswalk

- a. The crosswalk is a resource that allows each department to see, reference and apply the correct retention information for each of the department's records & documents. This empowers individuals to understand and to perform the necessary task to improve operations. This phase is completed after the inventory and builds off of the information gathered during the inventory.
 - i. Budget expense estimate: 40 hours, \$5,600.
 - ii. Budget calendar estimate: One month.

4. Vision & Roadmap – a Gap Analysis

- a. The vision and roadmap gap analysis measures the current status of your records management program and compares the status to what professional organizations such as Association of Records Managers and Administrators (ARMA) and the National Archives and Records Administration (NARA) recommend. A recommended prerequisite to the gap analysis is a full records assessment. Additional time is necessary if a records assessment is not completed.
 - i. Budget expense estimate: 50 hours, \$7,000.
 - ii. Budget calendar estimate: One to two months.

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5. Vision & Roadmap – a File Plan

- a. The purpose of this document is to act as a guideline, to provide recommendations and best practices for designing a method to systematically organize City records. This guide is based on the International Standards of Operation (ISO) 15489, as it might be applied to the City Stanwood. The file plan follows recommendations from Association of Records Managers and Administrators (ARMA) and the National Archives and Records Administration (NARA). The extent of the scope is to be determined prior to work.
 - i. Budget expense estimate: 40 hours, \$5,600.
 - ii. Budget calendar estimate: One to four months.

6. Policies & Procedures – Analysis

- a. The City may need to develop additional policies to support of the administration and maintenance of City records. Oftentimes FreeDoc® recommends updating policies upon completion of a records assessment. The time listed here is to make recommendations for which policies the City may need to update. Additional time to produce policies or procedures is to be quoted separately as an addendum to the Professional Service Agreement.
 - i. Budget expense estimate: 4 hours, \$560.
 - ii. Budget calendar estimate: One to two months.



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FUTURE PHASE – ECM, CONVERSION, AND ADDITIONAL RIM SERVICES

1. Enterprise Content Management (ECM)
 - a. Laserfiche is certified for compliance with DoD5015.2. It possesses robust ability to integrate with other existing software as needed. Current public contracts allow a City to acquire this software. This has been pre-vetted for contracting within Washington State (DES and NCPA are both available) and these contracts provide excellent protections for the agency.
 - i. Budget expense estimate: \$13,000 to \$50,000
 - a. Software: Small City license, \$3,100
 - b. Services: \$9,400 to 47,000
 - i. Budget calendar estimate One to twelve months
 - ii. Performance estimate One month per department
 - a. 50-250 invoiced hours
2. File Conversion, Indexing, and Quality Assurance
 - a. FreeDoc has processed over 10 billion images. Work is done according to protocol. Information learned in previous stages is incorporated into the protocol and described in a Scanning Statement of Work. We warranty a perfect product for each type of record, or document.
 - b. Recommendations may include applying Washington Secretary of State's approved policy of using "Scan and Toss" to better manage long term records. This can also apply to all other records series.
 - c. Pricing is from public competitively bid contracts (City of Redmond, WSIPC–Washington State Information Processing Services).
 - ii. Budget expense estimate (per bankers' box) \$400-1,200
3. Extended, Additional Records Management Services
 - a. Policies and Procedures.
 - b. Inventory of, and Disaster Preparedness for, the city's Essential Records.
 - c. Records Management Training.
 - d. Annual Audit for Compliance.



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CONTRACTING

FreeDoc® holds the following public contracts for schools, municipalities and other public agencies:

WSIPC – WASHINGTON STATE INFORMATION PROCESSING COOPERATIVE

FreeDoc® holds three contracts with WSIPC:

1. Frix Technologies Strategic Partnership Agreement 041216
 - i. Technical Document Services
2. 17-02 Document Management Solutions
 - i. ECM software and Professional Services
3. 18-01 Workflow Management Solutions
 - i. ECM software and Professional Services

CITY OF REDMOND

FreeDoc® holds interlocal contract with City of Redmond for 10671-19 Records Management Support Services:

1. Records Management Consulting
2. Professional Technical Services
3. Technical document scanning

ALL AGENCY CONTRACTING

Laserfiche authorized **FreeDoc®** to manage the contracting process and to deploy software in cooperation with Laserfiche Professional Services:

NATIONAL PURCHASING COOPERATIVE (NCPA)

- Master Contract Number 11-25

WASHINGTON STATE, DEPARTMENT OF ENTERPRISE SERVICES

- Master Contract Number 07814-001

There has been a marked increase in public records requests statewide since 2005. Miss-steps to provide response has resulted in public litigation and extensive award of financial penalty by the courts. Since 2010, enterprise content management systems (ECM) with advanced search capabilities & workflows have appeared to assist agencies.

Bidding for the Master Contract was a national competition with pre-requisite standards being certification of compliance with DOD 5015.2, version 3, the highest known standard for ECM. This provides guaranteed protection for the agency. Laserfiche ECM is DOD 5015.2 compliant and won contract award.

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SOFTWARE LICENSING

Traditionally, customers license the right to access ECM software as an up-front expense, in its entirety. This model allows a permanent right to use the software, with annual updates, upgrades, support, training and other benefits. Annual software maintenance provides continuing software updates. Payment for the maintenance is additional and includes services to complete installation of software updates. This model is hosted on-premise in the customer's data center.

Laserfiche now offers a Subscription model including all annual software maintenance for simple annual amounts. This model lowers startup costs and allows for scalability from year to year at minimal expense. Licensing is packaged for functionality, with blocks of available user. This model is hosted on-premise in the customer's data center.

LICENSING OPTIONS

Self-hosted installation provides the most control to the client. It provides the greatest flexibility with ease of access to the database, for integration and maintenance.

LASERFICHE LICENSING: SELF-HOSTED SUBSCRIPTION

Self-hosted licensing includes software for a foundation for records management, electronic forms processing, advanced capture software, electronic forms, and workflow. Contracting is performed by the provided through the WSIPC, NCPA or DES contracts.

LASERFICHE LICENSING: CLOUD SUBSCRIPTION

Cloud hosting is sometimes referenced as "SaaS". It requires the least effort by the customer's IT Department. Installation is the most convenient and provides rapid deployment. Cloud licensing includes a set of software for a foundation for records management, electronic forms processing, advanced capture software, electronic forms, and workflow. Contracting is provided through the WSIPC or NCPA contracts.

Useful Links about Licensing

- <https://www.laserfiche.com/ecmblog/self-hosted-or-saas-making-the-right-choice-for-cloud-document-management/>
- <https://www.laserfiche.com/products/pricing-self>
- <https://www.freedoc.com/laserfiche/>



INFORMATION AUTOMATION

ACCEPTANCE

TERMS

- **FreeDoc**® Professional Services are billed in monthly, milestones, or agile.
- Only completed work is to be invoiced, which may be higher or lesser than projected.
- Invoice payment is net 30 days.
- Sales tax may apply.
- Pricing effective (60) days and subject to final acceptance.
- Scheduling of work initiates upon acceptance of Purchase Order.
- Rates for records management consulting services are interlocal rates from City of Redmond contract 10671-19 Records Management Support Services.
- Rates for Laserfiche and related consulting services are interlocal rates from WSIPC contract 17-02 Document Management Solutions ECM software and Professional Services.

City of Stanwood

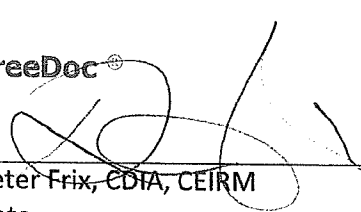
Signature
Date

Title

Print name

Purchase Order

FreeDoc®



Peter Frix, CDIA, CEIRM
Date

GM
Title

5/25/21

FreeDoc

INFORMATION AUTOMATION

MISSION STATEMENT

WITH STEADY MEASURE, PASSION AND RESOLVE, WE APPLY OUR TALENTS, SKILLS, AND ABILITIES FOR THE BENEFIT OF OUR CUSTOMER.

OUR WORK ALLOWS OUR CUSTOMER TO BETTER SERVE *THEIR* CUSTOMER.

WE SERVE THE CUSTOMER OF OUR CUSTOMER

The effect of our work ripples throughout the cities, schools and businesses who entrust us to automate business processes to manage official records and business information.

Our five-year customer retention rate of ninety-two percent (92%) is a reflection of our ability to improve customer performance with the full adoption of our solutions.

Peter Frix, CDIA, CEIRM

President

FreeDoc®

pfrix@freedoc.com

FreeDoc

INFORMATION AUTOMATION

DOCUMENT MANAGEMENT & RECORDS MANAGEMENT

DOCUMENTS VS. RECORDS

Document management and records management sound very much alike, don't you think? However, these two technologies are different. The term 'document' encompasses paper, electronic forms and files, emails, faxes, contracts, leases, vendor communications, etc. The term 'record' describes all documents, including those that are final, and may no longer to be altered.

DOCUMENT MANAGEMENT

Document management is the process of handling documents electronically to create, organize, store and retrieve. There are technology pitfalls as software companies may 'sell first', hoping to improve over time. Some very well-known products continue to have limitations many years after the initial release.

OBJECTIVES:

- Reduce lost and misfiled documents.
- Provide faster search and retrieval of documents.
- Reduce the physical space to store documents, such as file cabinets, boxes and shelving.
- Better organize existing documents.
- Streamline information and workflow.
- Allow instant access to documents.

RECORDS MANAGEMENT

Records management maintains documents by classifying, storing, securing and preserving or disposing of them. This process legally assures records are readily accessible and readable as long as required.

A DoD certified ECM system has been thoroughly tested. It is effective 100% for any application and is without any pitfalls

(<http://www.freedoc.com/wp-content/uploads/2017/05/The-Importance-of-DoD-5015.2-Certified-Records-Management.pdf>)

OBJECTIVES:

- All objectives of document management, plus:
 - Simplify the activities, systems, and processes of records creation and maintenance.
 - Identify records by an inventory.
 - Apply retention schedules per WA State RCW's.
 - Simplify the administration of agency policies and procedures.

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INFORMATION AUTOMATION

RECORDS MANAGEMENT TRAINING & EDUCATION

RECORDS MANAGEMENT CONSULTANTS

Mark Kifowit, MA – Previously Director of Records Management for the WA State Office of OMWBE and WA State Dept. of Corrections. Mr. Kifowit created records management policies, training systems and procedures for processing disclosures in response to PRR. As senior Records Consultant, Mr. Kifowit consults on discovery and conducts Records Assessments in preparation for adoption of an ECM system.

William Saffady, PhD – International expert Dr. Saffady performs analysis of information management policies and practices. An author of over 100 publications on information management, his work examines technical and resource requirements for Enterprise Content Management systems (ECM). Previously Professor of Library Sciences at Vanderbilt University, Dr. Saffady consults on Records Assessments projects.

Leslie Turner, CRM, CPRO, ERM^P, IG^P – Previously Program Specialist for the Washington State Archives (2006 – 2017), Ms. Turner provided training and consulting on electronic records systems along with transfer of permanent records to the Digital Archives. As Public Disclosure Coordinator for WA State Dept. of Ecology, Ms. Turner created procedures for discovery and public disclosure. As senior Records Consultant, Ms. Turner conducts Records Assessments and creates retention policies within ECM systems in accordance with WA State Common Records Schedule (CORE).

COMPLIANCE

To protect the ownership of your information, including patents, copyrights, and trademarks, all work is exclusively performed by our staff, under the protections of US law.

FreeDoc® is fully compliant with these standards:

- **CORE** – Washington State, Office of the Archives, Common Records Retention Policy
- **CJIS** – Criminal Justice Information System (FBI)
- **FERPA** – Family Education Rights Protection Act
- **HIPAA** – Privacy standards for Protected Health Information (PHI)

FreeDoc

INFORMATION AUTOMATION

ABOUT THE PROVIDER

Digital management of records, documents and data is our exclusive focus. Solution adoption is 100%. Staff tenure is 6.7 years. Leadership has 30 years' experience. Customer retention is ninety-two percent (92%).

HISTORY

- 2021 – Achieved top global tier status for Laserfiche ECM installations for the 2nd consecutive year
- 2020 – City of Redmond awards master contract for Professional Services
- 2019 – 400% growth in WA State / Laserfiche ECM and Cloud contracts
- 2018 – Installed 60% of WA State / Laserfiche ECM contracts
- 2017 – Opened **FreeDoc**® Professional Records Management Consultancy
- 2016 – State of Washington master contracts award for the Laserfiche software platform
- 2015 – WSIPC & Pierce County award master contracts for Professional Services
- 2013 – Ten billion pages captured under management
- 2010 – *FRIX Technologies LLC* rebrands as **FreeDoc**®
- 2008 – Five billion pages captured under management
- 2007 – *FRIX Technologies LLC* acquires *WesternMICROFILM*
- 2006 – *FRIX Technologies LLC* acquires **FreeDoc**®
- 2005 – *FRIX Technologies LLC* forms to acquire **ImajNet**®
- 1999 – Company forms as **ImajNet**®

EXECUTIVE PROFILE

Company President and Principal, Peter Frix holds a BA in Business Management, University of Portland, with minor studies in Industrial Engineering & Philosophy. Certified as a Document Imaging Architect (CDIA) 1998, Peter graduated as an Electronic Information Records Manager (CEIRM) from the University of Washington, 2000.

MENTORS

- William Saffady, PhD – Professor of Information & Records Management – Vanderbilt U.
- Robert “Chuck” Cary – Technology Consultant to Washington Secretary of State and Attorney General.

FreeDoc

INFORMATION AUTOMATION

CORPORATE INFORMATION

FreeDoc®

Records Consulting

Email

Phone

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Administration

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Phone

Vicki Gillette

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Records processing

Facsimile

Corporation

Federal EIN

Washington UBI

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production@freedoc.com

866-221-8340

Frix Technologies LLC d/b/a FreeDoc®

20-5514064

602-642-309

Official Notice & Remittance

PO Box 2007

Bothell, WA 98041-2007

Administrative Center

19015 36th Ave West

Suite A, D

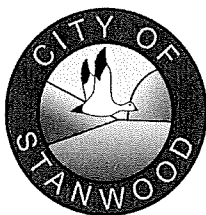
Lynnwood, WA 98036

Production Center

19015 36th Ave West

Suites B, C

Lynnwood, WA 98036



City of Stanwood

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-2181

Procurement Summary Transmittal

Vendor Name

FreeDoc Information Automation

Contract Amount

\$ 60,000.00

Type of Contract (Professional Services,
Materials/Equipment, Public Works)

Professional Services Agreement

Method of Vendor Selection (Small Works,
Competitive bid advertised)

Budget Account Name(s) & Number(s)

511 60411000

Current Year Budget

2021-2022

Budget Amount Remaining

\$60,000

Contract Executed By:

Sara Robinson

Department Director Date

Reviewed By Finance:

Wendy Dowhower

Finance Director Date

Internal Approval:

Jennifer Ferguson

City Administrator Date

Please attach a copy of the contract/agreement with this transmittal.

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF STANWOOD, WASHINGTON AND FREEDOC
INFORMATION AUTOMATION – A FRIX TECHNOLOGY LLC COMPANY**

THIS FIRST AMENDMENT TO THE AGREEMENT ("Amendment"), is entered into by and between THE CITY OF STANWOOD, a Washington State municipal corporation, hereinafter referred to as "CITY," and the FREEDOC INFORMATION AUTOMATION – A FRIX TECHNOLOGY LLC COMPANY, Washington State LLC, hereinafter referred to as "FREEDOC" and hereinafter collectively referred to as the "Parties".

RECITALS

- A. On, May 25, 2021, the Parties entered into an Agreement for consultant services related to digital records transformation.
- B. The originally authorized Scope of Work involved 6 tasks with a not to exceed amount of Sixty Thousand Dollars (\$60,000.00).
- C. This Amendment expands the Scope of Work authorized, increases the not to exceed amount, and extends the termination date.

NOW, THEREFORE, the Parties hereby Amend the Agreement dated May 25, 2021 as follows:

- 1. Task Order #1 – Records Inventory, is hereby Amended as shown in **Exhibit A**.
- 2. Task Order #2 – File Conversion Project, is hereby Amended as shown in **Exhibit B**.
- 3. The Scope of Work is hereby amended to include Task Order #3 – Laserfiche as shown in **Exhibit C**.
- 4. Section III.3, TERM is hereby Amended to reflect a termination date of June 30, 2024.
- 5. The not to exceed amount in Section IV.1(a) is hereby increased to a not to exceed amount of \$151,165.27.

All other terms and conditions of the Agreement dated May 25, 2021 remain the same and in full force and effect. The parties agree to ratify and confirm any acts consistent with the authority and prior to the final approval of this Amendment.

IN WITNESS WHEREOF the parties hereto have executed this document as of
this _____ day of _____, 2022.

CITY OF STANWOOD

FREEDOC

By _____
Sid Roberts, Mayor

By _____

APPROVED AS TO FORM

Nikki Thompson, City Attorney

ATTEST

Lisa Sokolik, Clerk

City of Stanwood
Task Order #1 – Amendment:
Phase 1, Step 2 Records Inventory

Quote: 22032902 Records Inventory
Published: 03/29/2022
Revised: 04/06/2022



INFORMATION AUTOMATION

A FRIX Technologies LLC Company

AMENDMENT – RECORDS INVENTORY

The Public Records Act assigns municipalities the responsibility to make available to the public, with some exceptions, all information being managed by the city and or used to manage the day-to-day operations.

On May 25th 2021, the City of Stanwood executed Agreement 2021-46 with FRIX Technologies dba FreeDoc to establish a 'FOUNDATION FOR PRA & COMPLIANT RECORDS MANAGEMENT' in the most complete and efficient manner possible.

In completing Phase One – Step 2, 'Records Assessment', it was learned the city had additional needs beyond the initial scope of work. The contractor proposes to meet those needs within this proposed amendment.

This proposal outlines the budget for an amendment to the current agreement. It is provided for approval to proceed with the additional work.

TABLE 1 – RECORDS INVENTORY

Amendment to Executed Agreement 2021-46	Units	Rate		Extended
Consulting hours onsite, City of Stanwood	40	Per hour	\$170	\$6,800.00
Travel hours	8	Per hour	94	752.00
Hotel – GSA, OFM	5	Per night	(est.) 180	900.00
Daily per diem – GSA, OFM	5	Per day	96	480.00
Mileage – GSA, OFM	302	Per mile	.585	176.67
Project Management	8	Per hour	\$188	1,504.00
15% contingency for add'l City requests to be determined				1591.95
Requested amount for amendment onto Phase Two budget				\$12,204.62

This is a budget estimate. Only completed work may be invoiced, which may vary from this projection.

INVESTMENT

Table	Estimate
Requested amount for amendment to the Phase Two budget	\$12,204.62
Estimated amount to be amended to current agreement for T.O. #1	\$12,204.62

TERMS AND CONDITIONS

- This amount is to be amended onto the current budget for Phase Two – Records Inventory.
- Invoicing done monthly with payment in net 30 days. Sales tax may be additional.
- Pricing effective (60) days and subject to final acceptance.
- Scheduling of work initiates upon acceptance.

City of Stanwood Community Development Task Order #2 – File Conversion Project

Quote: 22032901 File Scanning & Conversion

Published: 03/29/2022

Revised: 04/06/2022



INFORMATION AUTOMATION

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DIGITAL TRANSFORMATION – COMMUNITY DEVELOPMENT

The City of Stanwood has an estimated eighty (80) Bankers-boxes of land use, economic development and building records, plus various permit types. The documents currently date from the 1960's.

BUSINESS REQUIREMENT

Under Washington State law, these are permanent records and must be made available to the public on demand. As public documents, there is a regularity of requests to view the various documents.

Providing a document requires staff time physically walking to the file location, searching, retrieving, then scanning and emailing, or printing and holding temporarily, then physically walking back to the file location and refiling the record. This is consuming valuable staff time each time a record is requested.

The city sees substantive economic, social and political value in scanning the entire set of records into searchable, digital images for import into an enterprise content management system. From there, it is possible to locate and provision records in a variety of ways, not currently possible.

Scanning the documents aligns with the City's development as a modern digital enterprise, with these characteristics:

- Best use of Agency resources to access, maintain and preserve its employee related information.
- Advanced cataloguing of digital assets with role-based security using metadata.
- Vastly improved personal productivity.
- A fully engaged staff.

QUALITY CONTROL

FreeDoc® ensures clear capture of all data with a strict Quality Assurance protocol. Each image is verified and human-viewed, to verify good images are not automatically deleted by 'auto-delete' software settings to remove blank back-side pages, as is common practice among scanning service bureaus.

We take information security seriously. Documents are not sent off-shore for indexing by foreign services and agencies. All document indexing is done by FreeDoc staff.

The primary indexing is to match the structure of the Pilot Project completed in early March 2022.



INFORMATION AUTOMATION

PERFORMANCE

FreeDoc® regularly performs conversion projects from a few boxes up to several thousand. The company is expert in the handling of various paper sizes, qualities, and formats.

During the twenty-three years our staff has performed projects, over ten billion images have been created with excellent results.

LIBRARY CONTROL – FILE REQUESTS

Files can be made available to you during the conversion process. Requests submitted to **FreeDoc**® by noon Pacific are fulfilled before noon Pacific the next day, and may occur through expedited processing via secure PDF encryption. Volume of file requests, urgency and time required to complete, as well as available file metadata may impact this delivery schedule, and determine which method is selected.

SERVICES

In addition to advanced imaging technology systems and processes, **FreeDoc**® employs project management to ensure full accuracy and library control of the files.

INVESTMENT

The pricing table below projects an amount of work that may be required to convert the files with accuracy, into organized, searchable, electronic records.

GLOSSARY OF TERMS FOR ESTIMATING & PROCESSING

Pre-scan preparation –

Pre-scan preparation allows a paper file to be digitized at high-speed. As of 2021, FreeDoc successfully scanned 10 billion images and all projects requiring pre-scan preparation. Pre-scan preparation is required for this project. The paper files are to be removed from the host folder and file separators are to be inserted. All post-it notes and staples are to be removed. Folded pages are to be unfolded. Other work may be required to assist prior to scanning.

Common among industry peers is to consider pre-scan preparation a minor task, under estimating its importance and contribution to the quality and accuracy of the digitization project.

Post-scan reassembly – Scan and Toss

Selected information within a Human Resource Personnel file is to be retained for extended time periods. This makes it a liability at risk for loss due to simple disaster. Digital transformation allows the agency to follow the Secretary of State's RCW for "scan and toss", allowing information to be retained in digital format. This satisfies legal retention requirements, and preserves information from loss. Post-scan reassembly of the file is unnecessary. The paper files are to be securely held for six months in the FreeDoc Record Center, then confidentially destroyed.

Quality Control –

For quality and accuracy, FreeDoc manually verifies the presence of information on every image. Key information can be as small as 500 bytes per image. Therefore, automatic blank-image deletion is not to be used for your project.

Common for industry peers is to configure scanner software to automatically delete smaller images to avoid having to manually verify blank back-sides. However, scanners are set at 2,000 bytes per image. With automatic blank-image deletion, entire pages are deleted and removed without the vendor's knowledge or customer's consent.

Final Quality Control –

FreeDoc verifies 100% quality control (document separation and image quality) of every image. Separate operators perform the QA / QC work during workflow. This is done to avoid missed corrections due to operator bias.

Common among industry peers is only to spot-check the 10th, 20th or even 30th image.

Page Count, Scan Count and Image count –

'Page count' is the number of pages in a banker's box. 'Scan count' is the total of images captured from both sides of all surfaces to be scanned to an image file format.

'Image count' is the number of images that visually confirmed as containing information for retention. The percentage of pages with information on both sides of the page is to be determined through the course of the project. For budgeting purposes, it is estimated that 30% of the pages contain necessary information on both front and back.

PRICING TABLE 1 – SCANNING 80 BOXES

These estimates are based on actual production information gathered previously in the Pilot Project Phase.

Technical Document Services Fee Model	Rate	Measure	Quantity	Cost
Pre-Scan				
Prep for scanning – remove post-it notes, clips, etc.	26	Per hour	520	\$13,520.00
Scan				
Loose letter/legal – Gray or B&W, A grade paper	0.06	Per image	248,000	14,880.00
Drawings/Oversize/Maps/Plats – Gray or B&W, B grade paper	1.4	Per image	8000	11,200.00
Indexing and OCR Services				
Indexing	36	Per hour	85	3,060.00
Separator Creation	10	Per Ream	0.5	5.00
Production Services				
Image QC – Page by page image review	36	Per hour	127.5	4,590.00
Final QC – Acute review prior to publishing	36	Per hour	127.5	4,590.00
Post processing services as needed	36	Per hour	127.5	4,590.00
Library Services – records request, document re-organizing	75	Per hour	20	1,500.00
File Transfer from the customer – ShareFile	75	Per upload		
File upload – Laserfiche ECM	188	Per hour	10	1,880.00
Transportation – Round-trip fee (delivery or pickup)	49	Per trip		
Transportation – Mileage both ways when 31 miles or more	0.95	Per mile	80	76.00
File Requests - per request	25	Each		
Materials – Bankers Boxes for packing /storage	89	Per Bundle		
Six months storage and Confidential Destruction	18	Per Box	70	1,260.00
Consumable Materials (Imaging Guide and Glass Lens)	900	Per each	3	2,700.00
Base Estimate		Hours, Expense	1223	63,851.00
15% contingency for add'l volumes yet to be determined and Sales Tax				\$9,577.65

This is a budget estimate. Only completed work may be invoiced, which may vary from this projection.

It is our pleasure to provide this budget matrix. Services include all aspects required for image assurance, document scanning, process improvement, and process design services.

INVESTMENT

Table	Estimate
Table 1 – Digitizing 80 boxes of Community Development records	\$73,428.65
Estimated Total for T.O. #2	\$73,428.65

TERMS AND CONDITIONS

- 100 % image and indexing accuracy guaranteed, with all corrections smartly made.
- Invoicing done monthly with payment in net 30 days. Sales tax may be additional.
- Pricing effective (60) days and subject to final acceptance.
- 24-hour response for records requested by noon pacific time.
- Scheduling of work initiates upon acceptance.
- Only completed work is to be invoiced, which may be higher or lesser than projected

City of Stanwood
Task Order #3 – Laserfiche License, Import
Scanned Permit Files & Configure Record
Request Portal

Quote: 22032903 Secure Cloud Information Mgt and PRR process

Published: 03/29/2022

Revised: 04/06/2022



INFORMATION AUTOMATION

A FRIX Technologies LLC Company

BUSINESS PROPOSAL SUMMARY – PERFORMANCE DETAILS

The **City of Stanwood** desires to modernize their business process to better serve their community. This includes reducing expense to manage, maintain and provision public records. Implementation of Laserfiche Cloud ECM provides the groundwork to achieve these outcomes:

1. A document management solution with a strong foundation for compliant Records Management including, but not limited to these capabilities:
 - a. A single location for all digital records.
 - b. Use of Records Management Edition for systematic document disposition per retention schedules.
2. **Import Community Development documents scanned by FreeDoc into repository.**
 - a. Digital transformation of paper files for document retention and greater ease of secure access.
3. Automation of legacy business processes and forms with Laserfiche Forms and Workflow.
 - a. **Configuration of Public Records Request process through the Forms Portal.**
 - i. Day forward and historical document access.
 - ii. Establish workflow for PRR process.
 - b. Streamline processes.
 - c. Store resulting forms and metadata information electronically and fully searchable.
4. Configure metadata templates for document types (up to 2 templates).
5. Training staff to perform system administration

We understand why this needs to be done, and we believe the outcome of this proposal is going to be a modern enterprise with these great characteristics:

- Simple access to documents
- A strong retention policy with automation of disposition schedules
- Vastly improved personal productivity
- Advanced cataloguing of digital assets with role-based security
- An engaged staff

When a digital resource such as an ECM is made available, staff is able to perform their work more effectively and experience increased job satisfaction. Manual processes may be automated. This ensures consistent application of policies for information governance and compliance, reduces the need for ongoing training.

Learn more about Laserfiche and review the case studies here:

- https://www.laserfiche.com/solution-resources/customer-success/afp-crecer-el-salvador/?utm_source=laserfiche.com&utm_medium=referral&utm_campaign=customer-experience&utm_content=customer-experience-videos
- <https://www.laserfiche.com/casestudy/frisco-isd-new-employee-onboarding/>

SMALL MUNICIPALITY LICENSE

PRODUCT AND DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
Municipality Site License- <i>Population less than 10,000</i>	100	Users		\$3,100
Storage	10	TB	Included	
Records Management	1		Included	
Forms Portal	Unlimited	Submissions/ month	Included	
Public Portal	Unlimited	Views/month	Included	
Quick Fields Complete with Agent	10	Bundled	Included	
Workflow Bot	1	Single	Included	
SDK	1	Kit	Included	
LICENSE ESTIMATE				\$3,100

Municipality Site License includes:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Document Management • Advanced Audit Trail • Direct Share • Data Encrypted at Rest • Autoscaling of Computing and Storage Resources • Automated and Encrypted Backups • Intrusion Detection • Automated Feature and Security Updates • Automated Text Extraction • Import Agent with Email Archive • Forms Professional • Process Automation | <ul style="list-style-type: none"> • Connector • Surveys • Records Management • SDK • Quick Fields Complete with Agent • Workflow Bot for Process Automation • Public Portal • Forms Portal • Microsoft Office integration • E-signature integrations • Mobile app • Learn more here:
https://www.laserfiche.com/products/pricing/ |
|---|---|



INFORMATION AUTOMATION

PRICING ESTIMATES – PROFESSIONAL SERVICES

The hours quoted below are expected to be an adequate budget with the limited scope focused on importing the scanned files for Community Development and configuring the Public Records Request forms process. The rates below are reduced rates intended for use in WA government agencies.

FreeDoc ® Professional Services	Hourly Rate	Qty	Extended
Phase One – Import scanned CommDev (T.O. #2)	\$188	15	\$2,820
Phase Two – Configure PRR Process to match City process	188	15	2,820
Project Management	188	5	940
PROFESSIONAL SERVICE ESTIMATE		35	\$6,580

ACCEPTANCE

INVESTMENT SUMMARY	Qty	Total
Laserfiche Small Municipal Site License	Account	\$3,100.00
Professional Service Hours	35	\$6,580.00
15% contingency for needs to be determined and Sales Tax for T.O. #3		1,452.00
ESTIMATE TOTAL		\$11,132.00

TERMS

- **FreeDoc**® Professional Services are billed to best fit the project:
 - Monthly, milestones, or agile.
- Service rates match interlocal rates of competitively bid publicly contracts:
 - WSIPC contract 21-01 for Professional Services and ECM software.
- Only completed work is to be invoiced, which may be higher or lesser than projected.
- Invoice payment is net 30 days.
- Sales tax may apply.
- Pricing effective (60) days and subject to final acceptance.
- Scheduling of work initiates upon acceptance of Purchase Order.
- Customer agrees to be invoiced for scheduled services if request for cancellation is within 72-hours of appointment (*please initial with date*) _____ / _____.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: April 14, 2022

SUBJECT: Banner Project Artwork Acceptance

CONTACT PERSON: Sarah Cho, Economic Development and Marketing Manager

ATTACHMENTS: A - Banner Project Narrative
B - Banner Project Artwork

PURPOSE

The purpose of this agenda item is to update the Council on the City Banner Program and for Council consideration and approval of the submitted artwork.

BANNER PROJECT BACKGROUND

As part of wayfinding portion of the 2021 City Beautification project, the Economic Development Board has recommended that the city move forward with restarting the banner program. Attached is the Banner Narrative outlining the project requirements for banner art. This proposal allows for two types of banners: city sponsored seasonal beautification and event sponsored banners. Events could include glass quest, art festivals, music in the park, or others.

The project includes working with the Stanwood Camano Arts Advocacy Commission (SCAAC) to prepare two sets of seasonal banners: spring/summer theme and a fall theme. A winter / holiday theme is not proposed as the City puts up holiday decorations starting after Thanksgiving. Approval of the banner program will allow the City to move forward to contracting with SCAAC to commission the work, review and approve the designs, and have them installed by early to mid-spring.

The first phase of this work will be to install the banners in the downtown area on city owned poles. As part of the wayfinding element of the City Beautification Action Program, new city owned banner poles will need to be fabricated and installed in the west end historic district.

If we find that sponsors of special events want to produce pole banners, staff will prepare a scheduling calendar where space will be allocated on a first-come / first-serve basis. Graphic designs for special events are also required to be reviewed by the Economic Development Board and approved by the City Council.

Fiscal Impact			
All projects were designed and produced within the approved 2021 / 2022 Biennial Capital Budget: City Beautification.			
Fund(s):	595.30.63.49		
Amount:	\$ N/A	Project Estimate: N/A	\$ N/A -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff worked with the Economic Development Board and the Stanwood Camano Arts Advocacy Commission in March to review the submitted artwork for the Banner Project. The Stanwood Camano Arts Advocacy Commission presented artwork submissions to city staff for initial review. Staff suggested minor edits to text on some of the artwork submissions. The artwork submissions were then presented to the Economic Development Board for final review. Staff recommends the approval of the submitted artwork for the Banner Project

Committee/Board Recommendation:

The Economic Development Board has reviewed all art submissions for the Banner Project in March. The Economic Development Board suggested minor edits to a few of the artwork submissions and have also requested to see information on the Banner Project and the Stanwood Camano Arts Advocacy Commission for citizens to learn more about the art and artists displayed on the banners. The Economic Development Board have forwarded their recommendation of the artwork submissions to council for approval.

CITY COUNCIL OPTIONS

1. Review and approve the Banner Project artwork submissions and begin working with the Stanwood Camano Arts Advocacy Commission to initiate the production and manufacturing of the banners with the intent to install the spring/summer themed banners by early to mid-spring.
2. Request changes to the submitted artwork for the Banner Project prior to initiating production and manufacturing of the banners.
3. Do not approve the submitted artwork for the Banner Project at this time.

PROPOSED MOTION

MOTION TO ACCEPT THE SUBMITTED ARTWORK FOR THE BANNER PROJECT AND DIRECT STAFF TO INITIATE THE PRODUCTION AND MANUFACTURING OF THE BANNERS WITH THE INTENT TO INSTALL THE SPRING/SUMMER THEMED BANNERS BY EARLY TO MID-SPRING.



City Beautification Action Plan City Banner Project Narrative

INTRODUCTION:

Over the last 10 years the City has adopted several economic development strategies to promote the vitality of Stanwood's Main Street business districts and neighborhoods. A substantial amount of community volunteer effort went into crafting a vision for Stanwood's future. Using guidance from this work, the City Council adopted the City Beautification Action Plan via Resolution 2020-14 on December 10, 2020.

This City Beautification Action Plan sets in motion a 6-year investment program that celebrates the beauty of our City by making investments in our businesses, local aesthetics, and infrastructure. It consists of 6 key program elements:

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

WAYFINDING SIGNAGE:

One element of the City Beautification Action Plan is *Wayfinding Signage* which includes continued implementation of the Snow Goose wayfinding signage program. The Wayfinding Element of the program includes design and installation of decorative / seasonal banners in the downtown and uptown districts. The City anticipates that the banner project be designed and implemented according to the following project guidelines.

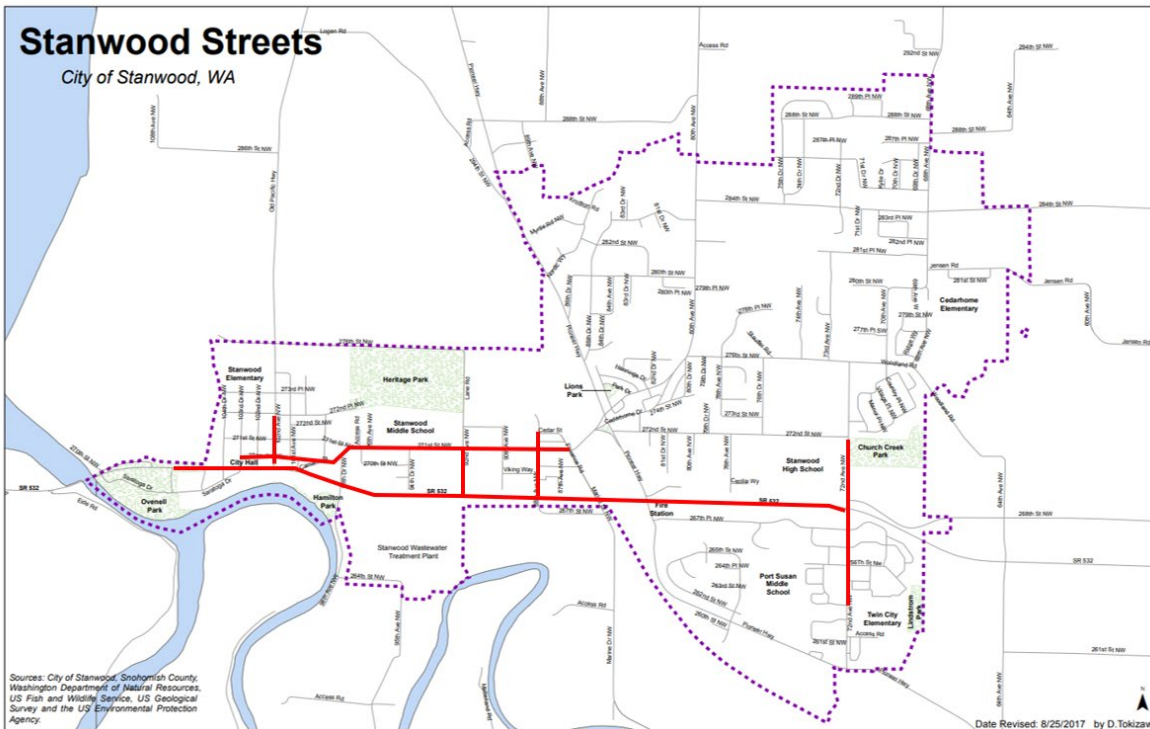
Project Vision:

Increase the visibility and beauty of the community to residents and local travelers by installing decorative and seasonal banners strategically placed along major thoroughfares such as SR 532, 72nd Avenue, 88th Avenue, 92nd Avenue, 102nd Avenue and 271st Street. Banners are intended to add color and excitement to the City's commercial areas as well as also aiding in promoting special events.





Banner Thoroughfares:



The banner program shall not be used for commercial advertising, display of personal messages, or to promote political and/or religious organizations, messages, or issues. The City reserves the right to determine whether a banner is eligible for placement on a City street pole under these guidelines.

Aesthetics:

Banners are intended to be observed from a distance by both pedestrians and motorists. It is strongly recommended that the designs be bold and simple. Messages should be kept to a minimum, promote a season or special event without adding specific dates in order to reuse banners in future years. The City anticipates two types of banners:

- City sponsored seasonal or community banners
- Special event banners paid by sponsors

In cases where banners are used to promote special events, a sponsorship credit may be incorporated in the banner design. No telephone numbers or similar forms of advertising are permitted, however a logo which includes the sponsor's name can be used. The focus, however, should be on the event and not the sponsor.





Banner Locations & Quantity:

The City anticipates that the city sponsored banners will be changed out seasonally: approximately four times per year. If the special event banners are proposed by event sponsors, the banners may be changed out more frequently. Special event banners should be located near the event location and hung on the poles at least three weeks in advance of the event. Event sponsors may be charged a fee to cover the cost of staff time needed to install the banners.

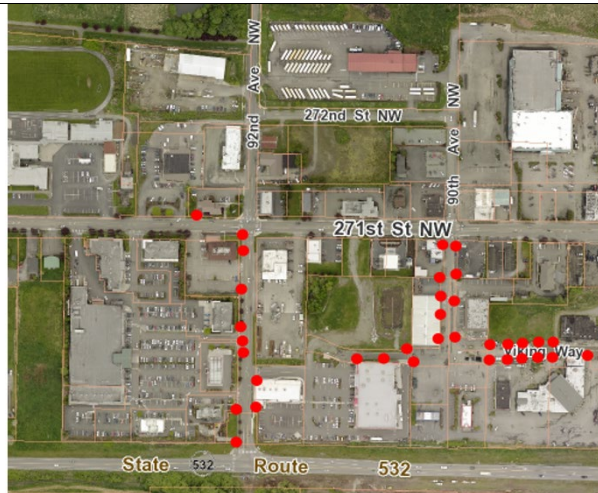
West End Banner Locations:

There is a total of 4 existing banner locations; however, an additional 6 banner pole locations are being planned.



Center District Banner Locations:

A total of 34 pole locations are available in the Center District. However, banners should be spaced out to not overwhelm the streetscape. Banners should be strategically placed at driveway entrances and at key intersections.



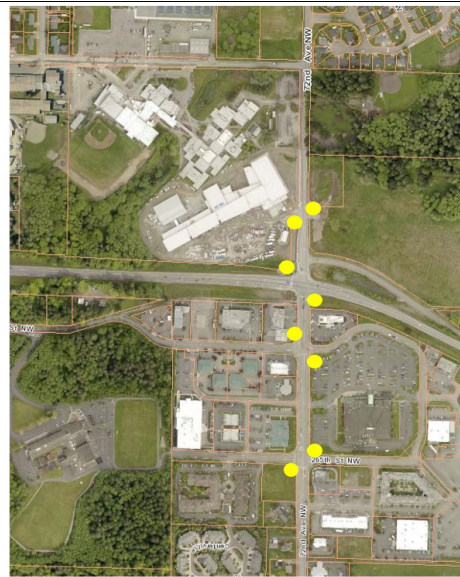
East End Banner Locations:

A total of 21 pole locations are available in the Center District. However, banners should be spaced out to not overwhelm the streetscape. Banners should be strategically placed at driveway entrances and at key intersections.



Uptown Banner Locations:

The City currently does not have any city owned poles in the Uptown area. However, if new City poles are installed or the city installs banner poles, they should be located as shown with the yellow dots for a total of 8 pole locations.





SR 532 Banner Locations:

The City of Stanwood must obtain approval from the Washington Department of Transportation to allow the installation of banner on WSDOT right-of-way or streetlight poles. If approval can be obtained, banners should be located at the following key intersections: 72nd Avenue, 88th Avenue, 92nd Avenue and 102nd Avenue.

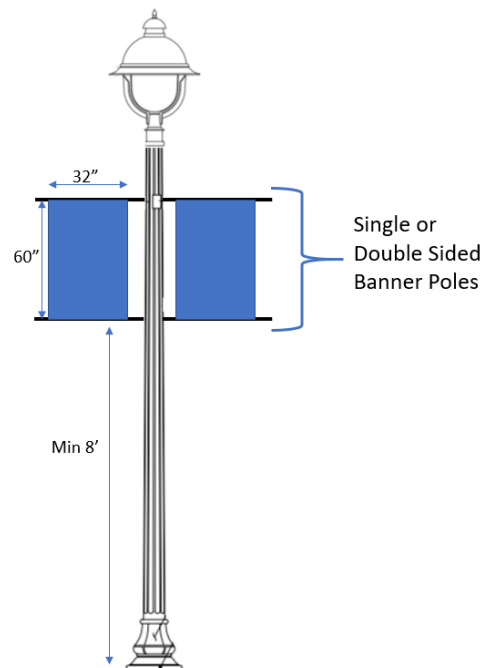
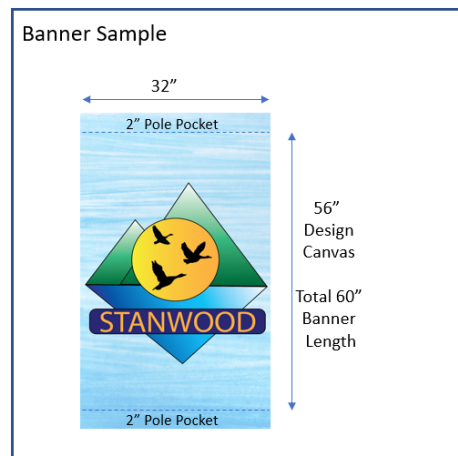
Themes and Locations:

As noted above, the City has five general districts for banners: West End, Center District, East End, Uptown and SR 532. Banner designs may be different in each of the general district locations or may include a variety of designs within a district, however they should all be consistent with a common theme such as seasons or special event promotions.

Size:

Typical banner size is 32" in width and 60" in height after fabrication. A 2 inch in loop hem must be sewn in the top and bottom of the banners for threading on the banner arms. The banners shall be double faced and be constructed of weather resistant materials.

Stanwood Pole Banner Size





Banner Production:

Banners will be produced by those managing the special event(s) or by those contracted by the City to prepare the city sponsored banners. Sponsors will work with the City to determine the number of banners, identify banner locations, and the installation schedule. All banners shall be delivered to the City two weeks prior to the day they are scheduled to be installed. A fee may be charged for the cost of city staff to hang the banners.

Banner Art Ownership:

- **City Sponsored Banners:** The art and graphics associated with city sponsored or owned banners shall be the property of the City of Stanwood. If the banners become damaged or in need of replacement the City shall have full rights to reproduce the graphics and replace the banners. The City shall also have the right to use the image(s) on the City's website as needed to promote or celebrate seasonal changes or city sponsored events. Artist shall also retain the right to use their designs as desired for other purposes that do not conflict with the City's banner program.
- **Special Event Sponsored Banners:** The art and graphics used on banners prepared for special events shall be owned by those sponsoring the event. If the event sponsors wish to have their event listed on the city website or the Discover Stanwood Camano website, use of the banner designs shall be provided to the city at no cost.

Banner Review Process:

The City of Stanwood will work with the Stanwood Camano Arts Association Commission (SCAAC) to prepare city sponsored banner designs. This may include a call for artists to present design concepts. For special event banners, the sponsor of the event shall submit their designs to the City of Stanwood for review.

Banner submittal requests shall include a written description of the banner, its intended audience (seasonal, decorative, or special event), a graphic of the proposed design, and dates for when the banners will be installed. If there are conflicts with banner dates, the City of Stanwood shall have priority and then second priority shall be ranked on first come – first served basis.

The Economic Development Board is responsible for reviewing the banner designs. They will then make a formal recommendation to the City Council to accept the design, modify the design or reject the design. Staff will then forward that recommendation to the City Council for final approval. Once approved, the banners can be manufactured.

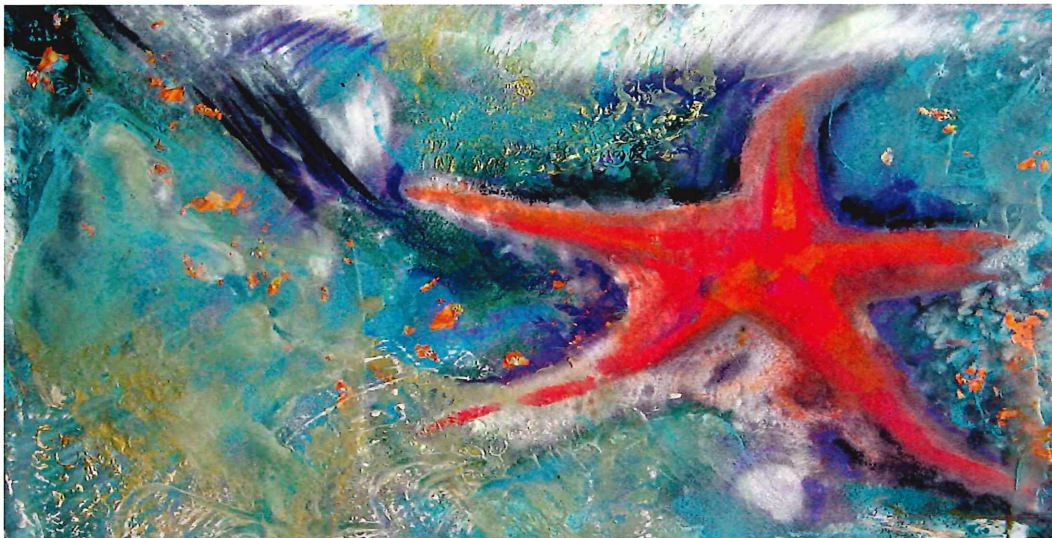




The Community Development Department shall prepare a banner application form with submittal requirements and any associated fees.



SPRING/SUMMER











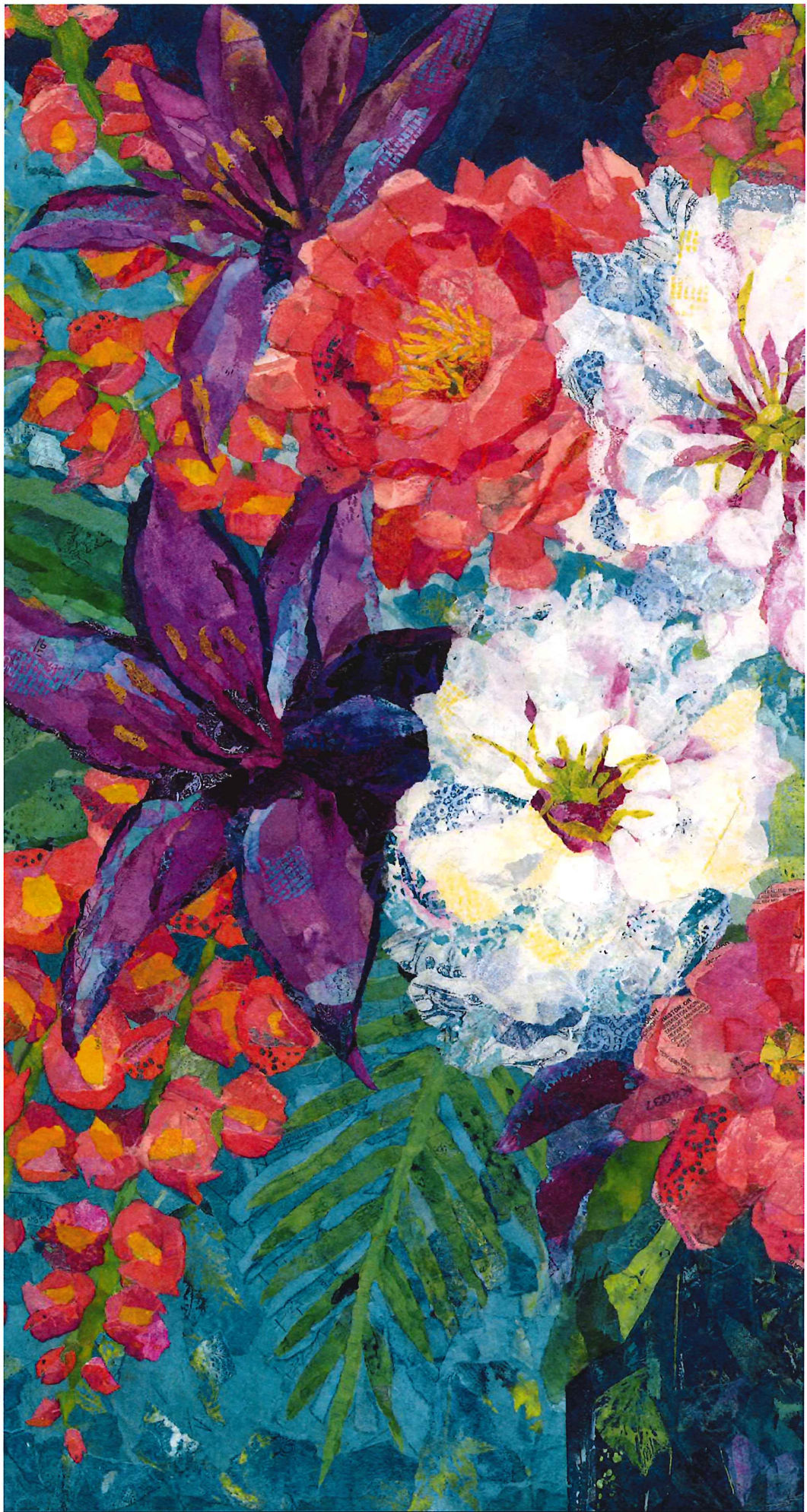
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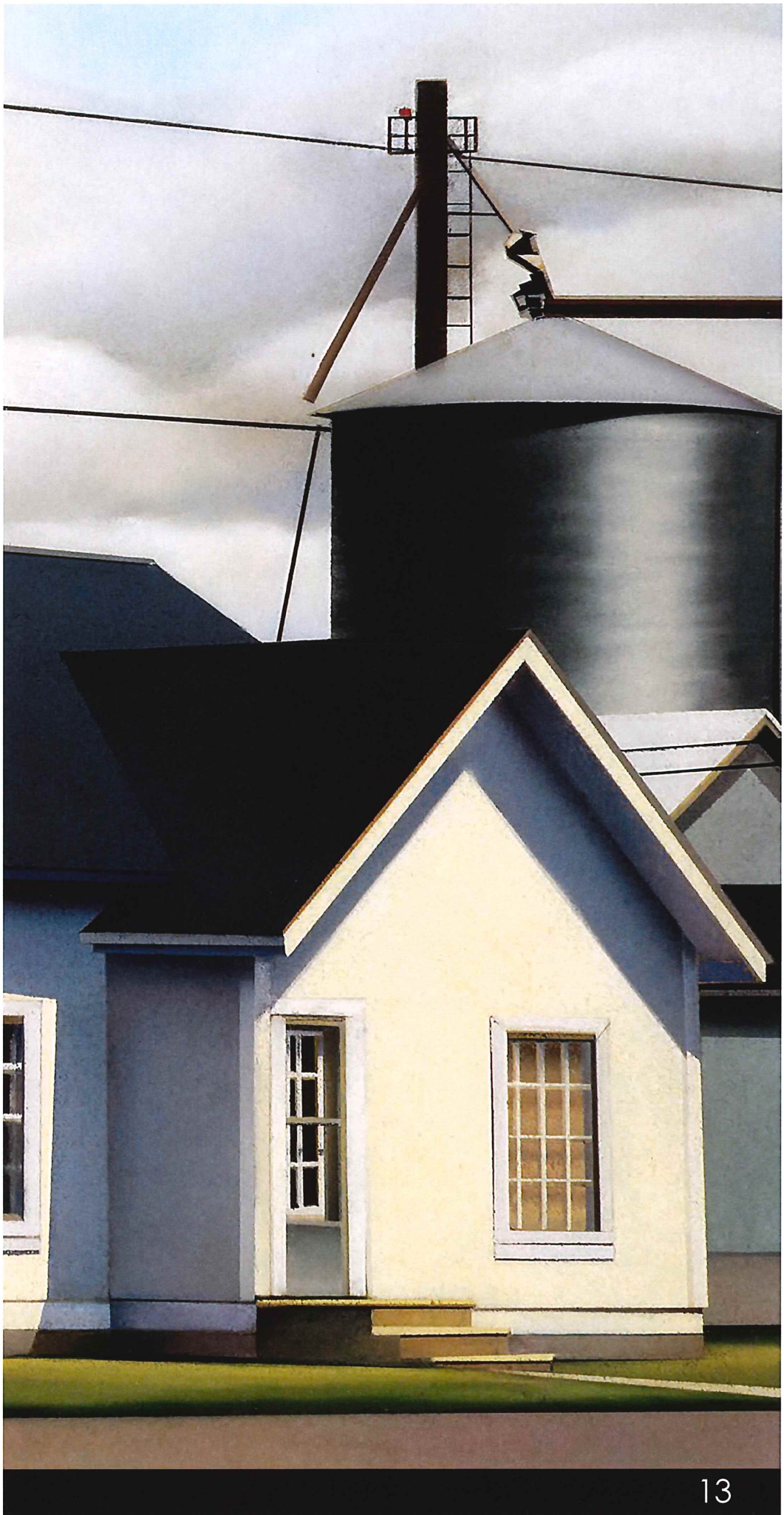










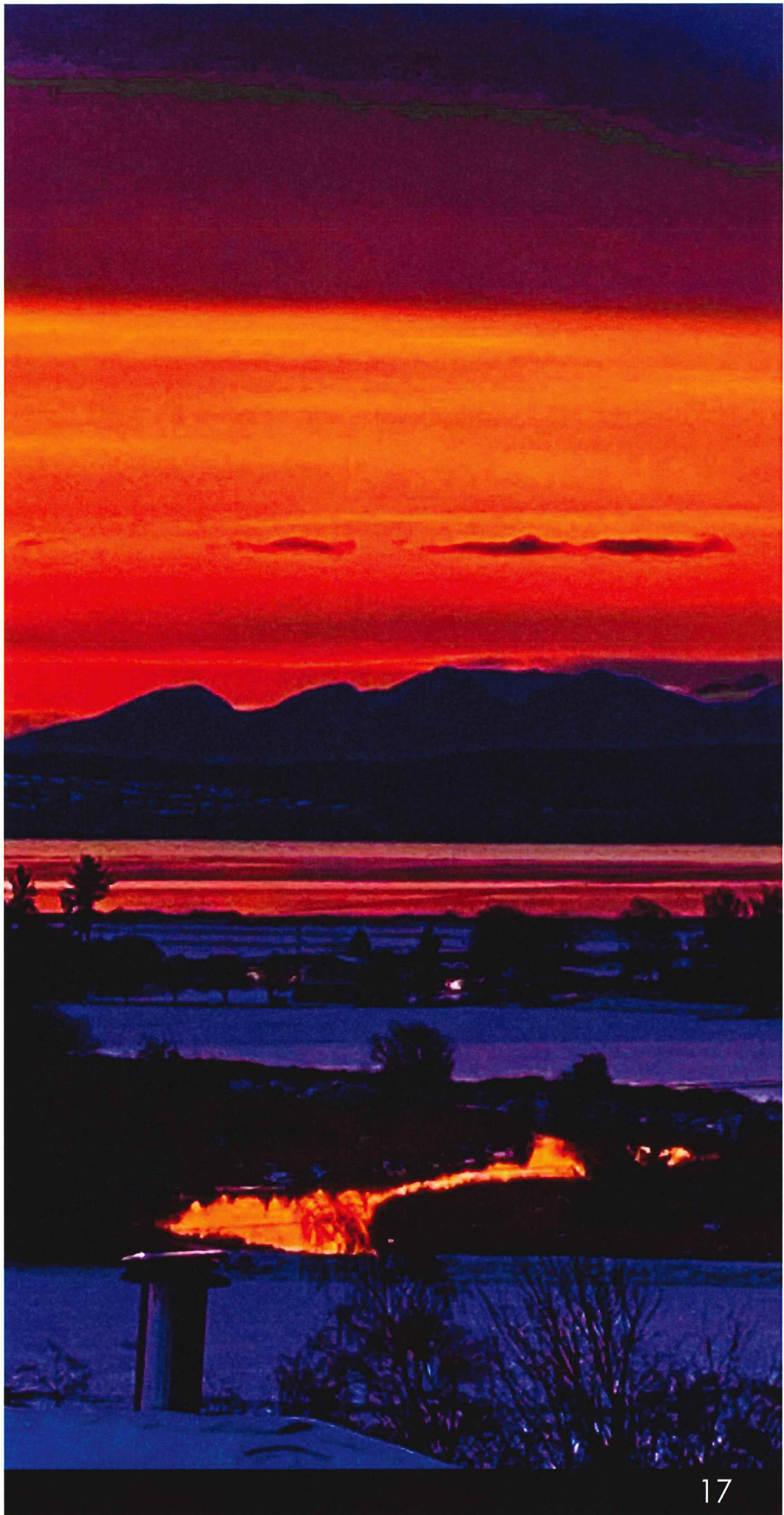




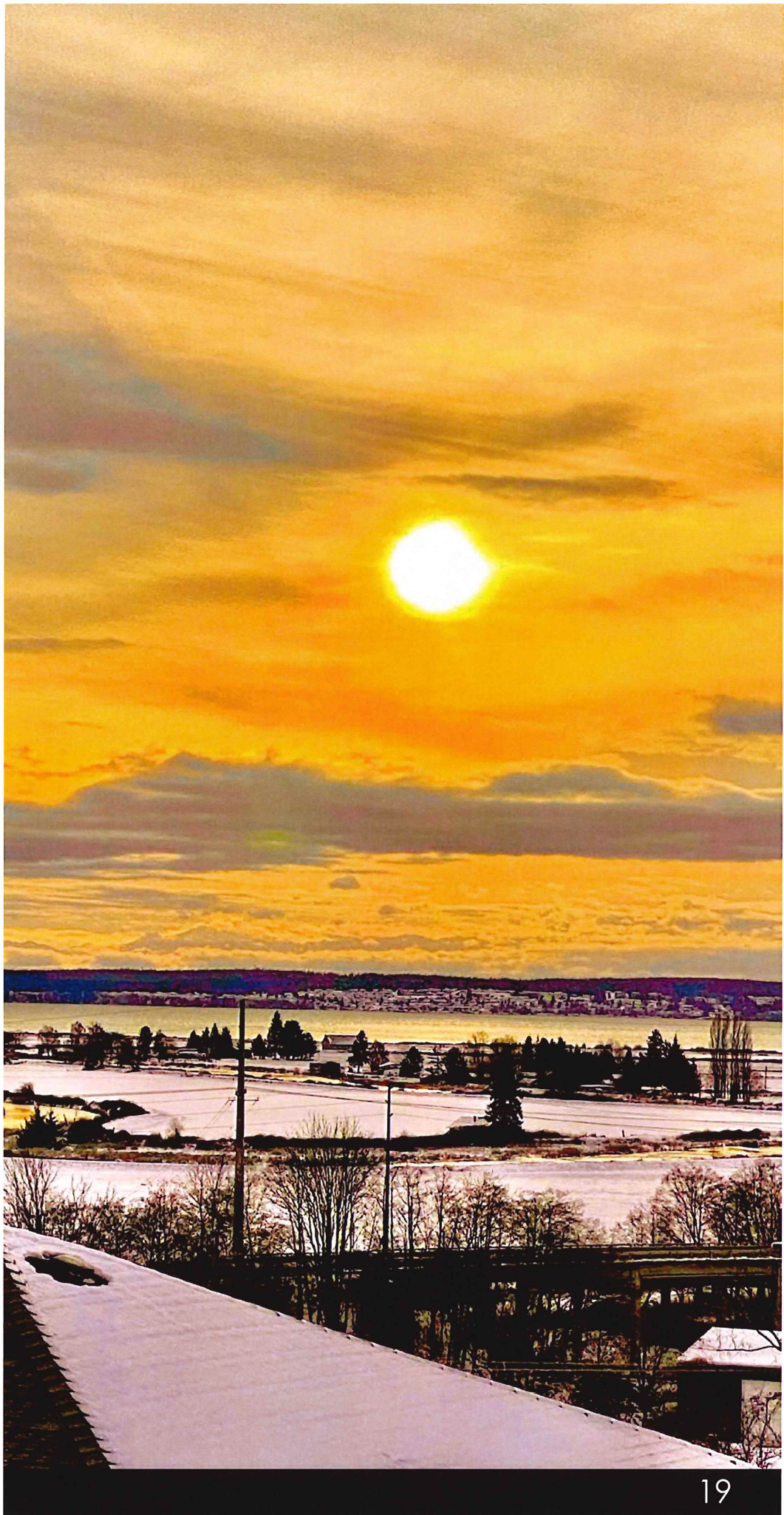
FALL/WINTER

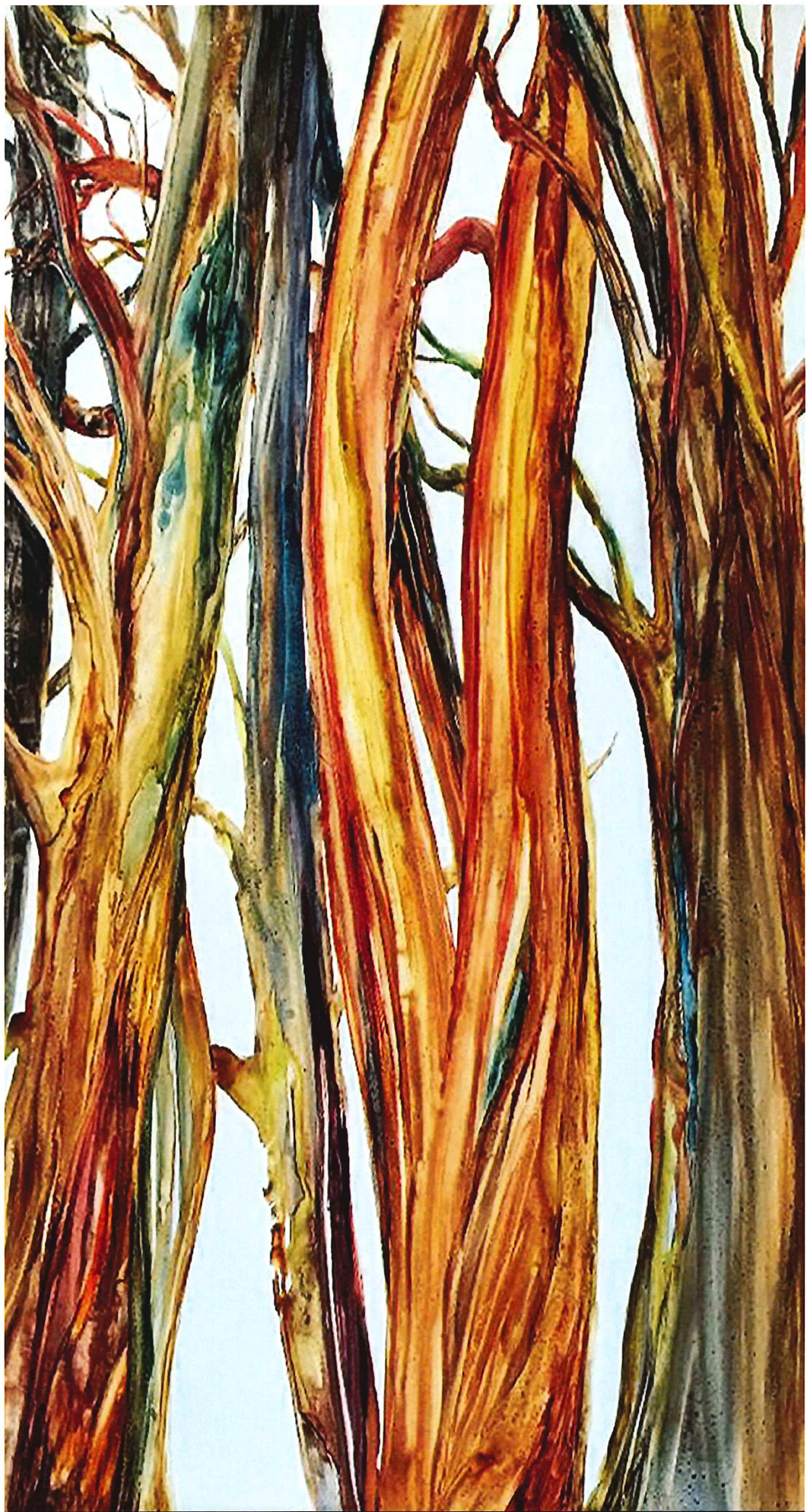




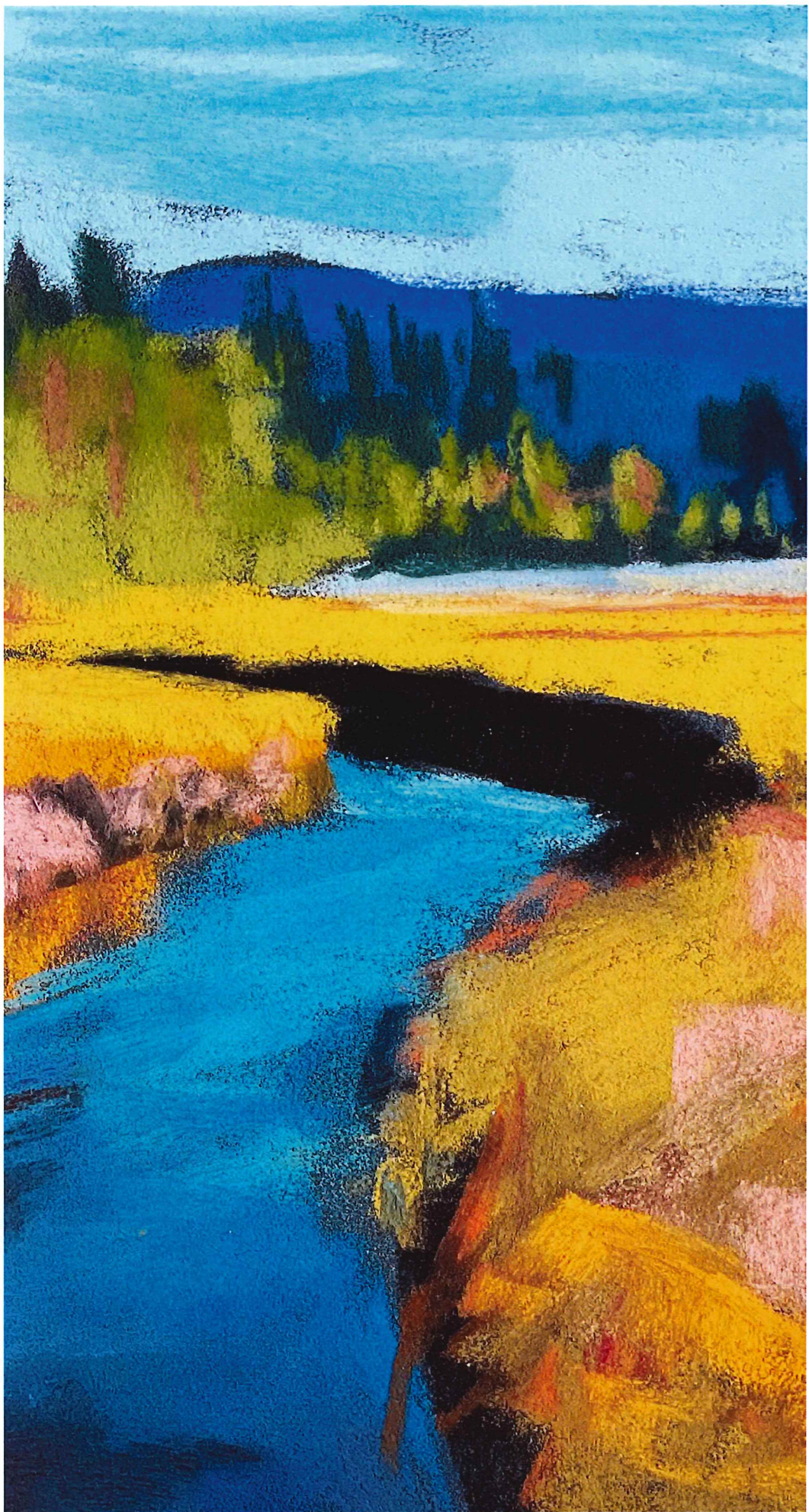








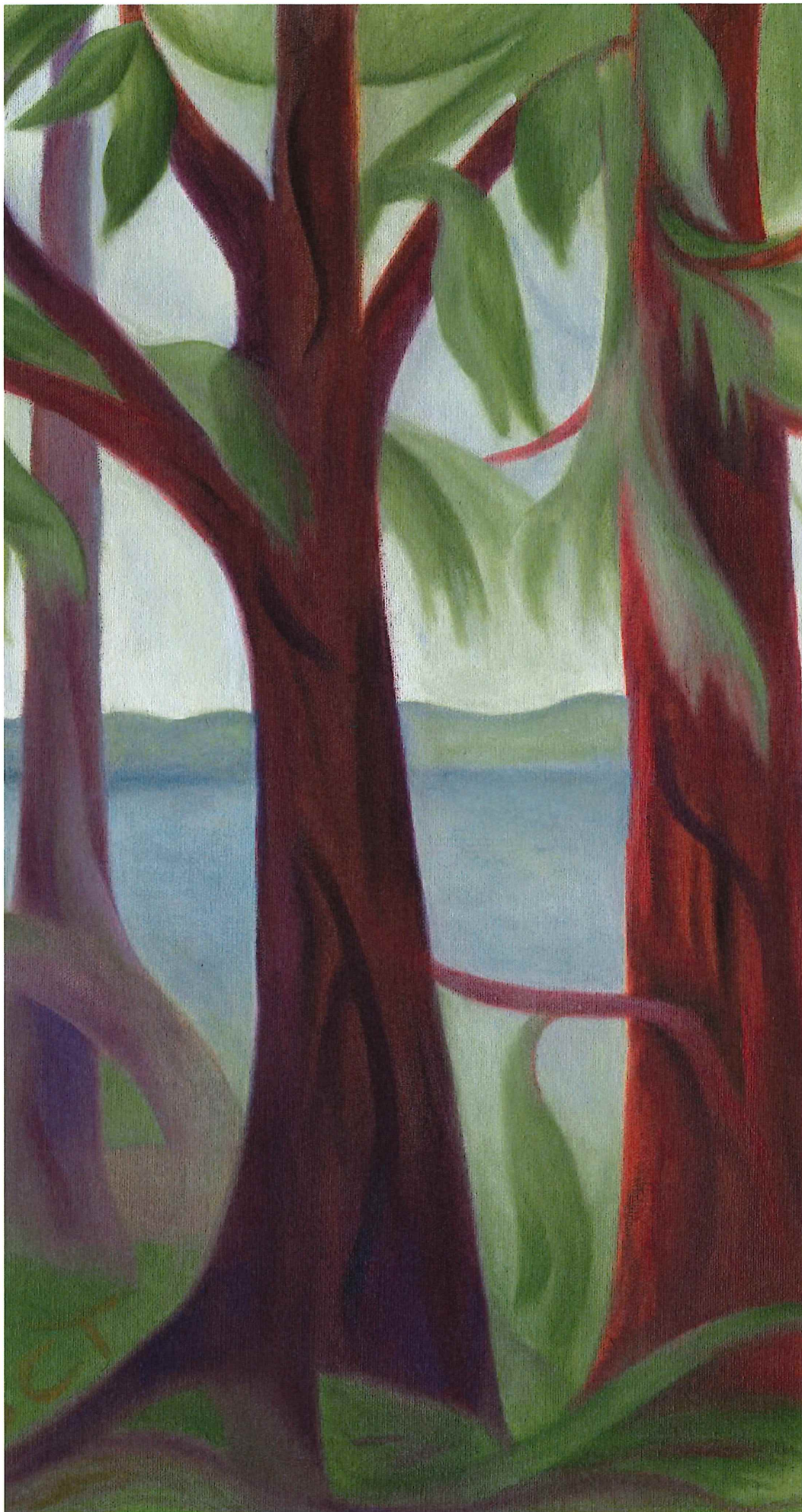






Haron Skelling













CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: April 14, 2022

SUBJECT: Stanwood Chamber PSA for Event Management

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

ATTACHMENTS: A – Proposed Scope of Services-Summer Concert Series

PURPOSE

The purpose of this agenda item is for Council consideration of and approval of a proposed professional services agreement with the Stanwood Chamber of Commerce to provide event management services for the City/Discover Stanwood Camano (DSC) special event: Summer Concert Series (See Attachment A).

BACKGROUND

Discover Stanwood Camano (DSC) serves as the tourism and marketing initiative of the City of Stanwood. DSC is responsible for promoting the community as an attractive tourism and travel destination and enhancing its public image as a dynamic place to live, work, place and explore. DSC is responsible for formulating and implementing tourism and travel related initiatives.

The Summer Concert Series showcases local and regional bands playing family friendly music, creating a venue for the community to gather and enjoy live music in downtown Stanwood.

In 2021, the Stanwood Chamber served as a DSC support partner, providing professional services for Event Management. The total annual contract amount in 2021 was \$10,000.

ANALYSIS

The Stanwood Chamber has proposed managing the Summer Concert Series again for 2022 and has also proposed that the Chamber would assume oversight of this event in the effort to build chamber supported funding similar to other Chamber's events – 5K Goose is Loose, Summer Arts Jam Festival, Golf Tournament and other events that raise revenues for the Chamber.

The Stanwood Chamber has proposed an event management fee of \$11,000 to be paid. No budget amendment is currently needed to enter into this agreement with the Stanwood Chamber.

Fiscal Impact			
The Tourism & Promotion Fund includes expenditure allocations for the Summer Concert Series special events.			
Fund(s):	Tourism & Promotion (Discover Stanwood Camano) Fund		
Amount:	\$ 11,000	Project Estimate:	\$ 11,000
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☒ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends entering the PSA with the Stanwood Chamber of Commerce for event management of the Summer Concerts Series.

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. The City Council may enter into a PSA agreement with the Stanwood Chamber
2. The City Council may not approve the PSA and proceed with internal management of the special event
3. The City Council may direct staff to bring back additional information

PROPOSED MOTION

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH THE STANWOOD CHAMBER OF COMMERCE FOR MANAGEMENT OF THE SPECIAL EVENT: SUMMER CONCERTS SERIES WITH AN EVENT MANAGEMENT FEE OF \$11,000.

Exhibit A
Scope of Services

Stanwood Chamber of Commerce 2022

Summer Concert Series Scope of Work

Page 1 of 3

Summer Concert Series – 6 Concerts Series June – August \$11,000.00

1: Social Media Advertising & Promotions (following costs are included in total bid)

A: Create graphics & posters for social media events; allowing time for the city to review before posting on DSC.

B: Create events on DSC & Chamber Facebook Page; Chamber and DSC will jointly post and boost on respective Social Media accounts

C: Rotating posts: posting 1 time weekly for upcoming individual shows, 1 time weekly the full schedule of all summer concerts. Boost each concert separately on Chamber's Social Media.

D: Educate public on safety guidelines to follow at event

E: Build Posters for Way Finding Signs

2: Coordinate restaurant involvement; communicating and educating state requirements for food sales. As well as working with businesses to have enough time to prep for extra opportunities for business in the scheduled areas.

3: Print and distribute Marketing Materials; minimum of 100 concert posters delivered throughout the community businesses. Chamber will manage all sponsorships, including sponsor logos & info on banners and posters.

4: Volunteers for the event; recruit, coordinate and manage all volunteers for each event. This will include the Chambers portion of the set up and tear down. The City will set up and provide Stage and all tables, chairs, umbrellas etc. for attendees.

Exhibit A Scope of Services

Page 2 of 3

5: Manage day of Event Logistics

A: Coordinating with Public Works and setting up of barricades, in parking lot areas. Submitting work orders in advance with the City.

B: Coordinating with Public Works for street closures if any. Submitting all work orders in advance to the City.

C: Direct and meet current CDC & state guidelines for social distancing, etc.

D: Host and MC the event; recognizing all sponsors, intro bands, thank the public for their attendance, revisit guidelines.

E: Food Bank; coordinate food collections and delivery to the Stanwood Food Bank

F: Purchasing & or providing additional needs required to have each show happen and be on time.

G: Set up Way Finding Signs for each show.

6: Ordering and Coordinating and payment of Stage and Audio gear for 6 events.

a: This is included in our total given for event management

7: Booking of Bands:

The Stanwood Chamber would also then include the following in our Scope of Work:

a: Contacting, booking bands and audio company, gathering contracts and confirming each show

b: Coordinating advertisement of event on each band's Social Media.

c: Handling payment of performers and audio services. (Included in total bid)

Exhibit A Scope of Services

Page 3 of 3

8: Stanwood Chamber to oversee and execute the following:

- a: Providing food and refreshments for comfort of performers.
- b: Staffing of event; hiring, coordinating, payment of all paid staff for each event. i.e. set up and cleanup of tables and chairs, stage assistance, various other tasks. \$100.00 per show, per employee. (Included in total bid)

9: All Fund-Raising opportunities will be recognized and on behalf of the Stanwood Chamber of Commerce.

10: The following dates and locations are:

June 11th Haggen's Parking Lot. 26603 72nd Ave NW, Stanwood, WA 98292 If lot is not available, we will utilize the parking lot at Amigo's Restaurant.

June 25th Street in front of SAAL BREWERY 10209 270TH ST NW, STANWOOD, WA 98292
Beer Garden for June 25th at SAAL Brewery

July 9th Vacant lot across from Gilbertson's Funeral Home 27001 88th Ave NW, Stanwood, WA 98292

July 23rd Back Parking Lot behind Loco Billy's 27021 102nd Ave NW, Stanwood, WA 98292
Beer Garden at Loco Billy's

August 6th Chamber of Commerce 8725 271st St NW, Stanwood, WA 98292
Potential Beer Garden w/Mammoth Burgers

August 27th City Hall Park 10220 270th St NW, Stanwood, WA 98292

Total Costs: \$11,000.00

The Chamber will submit billings for each payment.

Initial payment to be paid 50%, \$5,500.00 on or before May 13, 2022.

Final payment of 50%, \$5,500.00 on or before August 27, 2022.

3/15/22



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11d
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-
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, 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 **DATE**, 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. Prior to the approval of the current agenda, ~~The Council shall have the option~~ by majority vote of adding or deleting any item ~~to/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 request the addition of an item to a future Council agenda for initial consideration by making a motion. The item will be placed on a future agenda upon receipt of a second. This initial consideration of the item will not involve staff time and shall occur at the next council meeting or as soon thereafter as practical. The purpose of the initial consideration is to allow the maker of the motion to briefly present the item to the Council for discussion. Once briefly presented, a simple majority vote will be of taken by Council to decide whether to add the item to a future agenda for full consideration

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~~ Public Comments

(1) ~~Members of the public~~ 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~~ city of residence, 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) Old Business

(i) Public Hearings

(j) New Business

~~(k) Citizens Closing Comments~~

~~(k)~~(k) Executive/Legislative Reports

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

~~(m)~~(l) 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)~~(m) _____ 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:

David A. Hammond, City Clerk