CITY COUNCIL
COMMITTEE MEETING
AGENDA

Public Works Committee

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

MONDAY, October 3, 2022, 5:30 PM

1. Capital Improvement Plan (CIP)
2. Dish Wireless LLC Lease Agreement Review

Join Zoom Meeting

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

CITY OF STANWOOD
COUNCIL COMMITTEE
AGENDA STAFF REPORT

ITEM:	**1**
DATE:	October 13, 2022
SUBJECT:	Capital Improvement Plan (CIP)
CONTACT PERSON:	Kevin Hushagen, Public Works Director
ATTACHMENTS:	A Department Report B 2023-2028 CIP Presentation Report C Phase Options for the Twin City Mile

ISSUE

The 2023-2028 Capital Improvement Plan was brought to Public Works Committee on September 19th, 2022 for review. The committee is being asked to review the CIP for a second time.

RECOMMENDATION

1. Review and discuss the 2023-28 Capital Improvement Plan (CIP).
2. Make a recommendation to bring a resolution to City Council on final adoption.

COMMITTEE OPTIONS

1) Recommend bringing the proposed 2023-2028 Capital Improvement Plan (CIP) to Council for adoption through a resolution.
2) Direct staff to provide alternatives to the 2023-2028 Capital Improvement Plan (CIP) to consider prior to bringing back to City Council.
3) Recommend denial of the proposed 2023-2028 Capital Improvement Plan (CIP).

Attachment A

Department	Proj. No.	Request Title	To Date	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
Parks Capital		Raplee Property Evaluation (271st / 207th Street Triangle)		$85,000	$60,000	$550,000				$695,000
		Downtown Park	$430,000	$100,000	$1,000,000					$1,100,000
		Church Creek Park	$605,000	$240,000	$650,000	$80,000	$300,000	$90,000	$452,000	$1,812,000
		Johnson Farm Park	$500,000	$485,000		$50,000	$200,000			$735,000
		Ovenell Park	$1,862,605			$70,000				$70,000
		Hamilton Landing Park & Boat Launch		$1,000,000						$1,000,000
		Port Susan Trail	$2,183,710	$1,838,000	$200,000	$1,805,000	$200,000	$200,000		$4,243,000
		Heritage Park	$4,480,635	$400,000	$400,000	$2,000,000	$2,000,000			$4,800,000
Total Parks Capital			**$10,061,950**	**$4,148,000**	**$2,310,000**	**$4,555,000**	**$2,700,000**	**$290,000**	**$452,000**	**$14,455,000**
Public Works		City Hall/Police Station Remodel	$10,000	$890,000						$890,000
Total Public Works			**$10,000**	**$890,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$890,000**
Roads and Streets		City Beautification Projects		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$180,000
	R-17	Westside Overlays			$320,490	$158,850	$126,045	$86,040	$83,250	$774,675
	R-5	101st Ave Reconstruction & Overlay							$2,640,000	$2,640,000
	R-18	80th Ave Reconstruction Phase 2 Widening with Calming Device							$5,000,000	$5,000,000
	I-7	SR532 Ovenell Park Entrance and 106th Ave Bypass Roundabout					$1,030,000	$2,470,000		$3,500,000
	I-5	SR532 Hamilton Entrance Intersection					$3,500,000			$3,500,000
	S-22	Sidewalk: Cedarhome Drive NW					$714,612			$714,612
	S-23	Sidewalk: 284th St NW- South			$185,880					$185,880
	S-8	Sidewalk: 98th Dr. NW			$123,240					$123,240
	S-17	Sidewalk: 272nd St NW			$270,000					$270,000
	S-18	Sidewalk: 72nd AVE NW		$25,000	$45,000	$205,000				$275,000
	S-9	Sidewalk: 92nd Ave NW		$390,000						$390,000
	R-19	Overlay and ADA Improvements		$388,800	$410,000	$510,000	$428,000	$450,000	$450,000	$2,636,800
	R-7	284th Street NW Improvements			$1,622,000	$4,078,000				$5,700,000
	R-16	Twin City Mile Downtown Renovation Project		$1,970,000	$3,970,000	$5,460,000	$7,500,000	$6,180,000		$25,080,000
	I-2	64th and SR532 Intersection				$500,000	$100,000	$3,600,000		$4,200,000
	N-1	Viking Way- 90th Ave Phase 2		$1,036,000						$1,036,000
	R-2	80th Ave NW Reconstruction Phase 1		$1,400,000						$1,400,000
Total Roads and Streets			**$0**	**$5,239,800**	**$6,976,610**	**$10,941,850**	**$13,428,657**	**$12,816,040**	**$8,203,250**	**$57,606,207**
Sewer Capital		Sewer System Plan	$150,000	$280,000						$280,000
		Sewer main replacement on 78th and Cecelia		$700,000						$700,000
		Sewer Main Replacement on 79th Dr		$280,000						$280,000
		Sewer Rate Study		$50,000					$70,000	$120,000
		Sewer Basin 1 Pipe replacement program		$300,000	$300,000	$300,000	$300,000	$300,000	$300,000	$1,800,000
		Inflow and Infiltration Study							$125,000	$125,000
		Grit Removal			$150,000	$150,000				$300,000
		Fine Screen Rebuild/Second Screen			$150,000	$150,000				$300,000
		Biosolids Removal and Utilization		$600,000	$5,000,000					$5,600,000
		Pioneer Hills Lift Station Upgrade			$50,000	$200,000				$250,000
		274th Sewer Main Replacement		$700,000						$700,000
		Cedarhome Dr. Sewer Main Replacement		$1,285,000						$1,285,000
		SR532 and Pioneer Hwy Sewer Crossing		$360,000						$360,000
		Pioneer Hwy and SR532 Sewer Main			$600,000					$600,000
		72nd Ave Sewer Main Replacement		$500,000	$1,425,000					$1,925,000
		Cedarhome Collection System			$175,000					$175,000
		68th Sewer Main Replacement		$1,000,000						$1,000,000
Total Sewer Capital			**$150,000**	**$6,055,000**	**$7,850,000**	**$800,000**	**$300,000**	**$300,000**	**$495,000**	**$15,800,000**
Stormwater Capital		Drainage Rate Updates		$40,000					$60,000	$100,000
		Skagit Bay Dike Repair		$6,000,000						$6,000,000
		Floodwall- Florence Rd.		$714,000						$714,000
		Stormwater Comprehensive Plan Update		$250,000						$250,000
		Irvine Slough Pump Station Building			$100,000	$250,000				$350,000
		Drainage System Receiving Station			$400,000					$400,000
		Irvine Slough Drainage		$3,800,000	$2,000,000	$2,000,000				$7,800,000
Total Stormwater Capital			**$0**	**$10,804,000**	**$2,500,000**	**$2,250,000**	**$0**	**$0**	**$60,000**	**$15,614,000**
Water Capital		Water System Plan		$125,000						$125,000
		Water System Telemetry Upgrade		$150,000						$150,000
		Water Rate Study		$40,000					$55,000	$140,000
		Annual Water Main Improvements		$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$400,000
		Water Treatment Plant and Cedarhome Well System Upgrades		$75,000						$75,000
		Meter Replacement		$55,000	$55,000	$55,000	$55,000	$55,000	$55,000	$330,000
		Water Treatment Plant Media Replacement		$500,000						$500,000
Total Water Capital			**$0**	**$1,075,000**	**$155,000**	**$105,000**	**$105,000**	**$105,000**	**$175,000**	**$1,720,000**
Total Departments			**$10,221,950**	**$28,211,800**	**$19,791,610**	**$18,651,850**	**$16,533,657**	**$13,511,040**	**$9,385,250**	**$106,085,207**

Downtown Park

Total Capital Cost:	$1,100,000.00	**Department:**	Parks Capital
		Type:	Capital Improvement
		Timeline:	01/01/2020 to 12/31/2024

Request description:
Main Street is the primary location for special events. The street is regularly closed for the following events: Arts By the Bay festival; Summary Arts Jam; Small Trailer Event; Twin City Idlers Car Show; Stanwood Camano Fair parade; Touch- A-Truck, National Night Out; and the Downtown Concert Series. In 2021, the City is considering moving the Farmers Market to Main Street. This site will enhance these events by providing park space for people to rest, eat and relax during these events.
The site has remained underutilized and vacant since the 1990s. The site's location within the main street business district of the City of Stanwood provides a great opportunity to support local businesses with a public park in the downtown corridor

Capital Costs	To Date	FY2023	FY2024	Total
Planning	$90,000.00			$0.00
Design	$80,000.00	$100,000.00		$100,000.00
Engineering				$0.00
Land/Right-of-way	$60,000.00			$0.00
Construction/Maintenance	$200,000.00		$1,000,000.00	$1,000,000.00
Equipment/Vehicle/Furnishings				$0.00
Other				$0.00
Total	$430,000.00	$100,000.00	$1,000,000.00	$1,100,000.00

Funding Source	To Date	FY2024	Total
RCO			$0.00
Youth Athletic Fields			$0.00
ALEA	$140,000.00		$0.00
Park Impact Fees			$0.00
Dept of Ecology	$50,000.00		$0.00
REET 1			$0.00
REET 2			$0.00
Dept of Commerce	$200,000.00		$0.00
General Funds	$40,000.00		$0.00
Conservation Futures			$0.00
Debt Funding		$1,000,000.00	$1,000,000.00
State Pedestrian/Bike Program			$0.00
Snohomish County Grant			$0.00
Total	$430,000.00	$1,000,000.00	$1,000,000.00

Additional Information

Benefit to Community	Implementation of the 2010 Economic Development Plan, 2012 SDAT: Destiney by Design, and 2015 Downtown Subarea Plan. Creates an event and community space in the east end commercial district of downtown Stanwood. Supports community and special events by providing a potential venue for concerts, holiday tree lighting and art festivals.
Type of Project	New Construction

Raplee Property Evaluation (271st / 207th Street Triangle)

Total Capital Cost:	$695,000.00	**Department:**	Parks Capital
		Type:	Capital Improvement
		Timeline:	01/01/2023 to 12/29/2023

Request description:

Conduct land use, environmental feasibility, appraisal, concept design and grant analysis to determine the feasibility of how the property could integrate into the Twin City Mile project if state grants can be obtained to conduct site clean up work.

Capital Costs	FY2023	FY2024	FY2025	Total
Planning	$85,000.00			$85,000.00
Design				$0.00
Engineering			$50,000.00	$50,000.00
Land/Right-of-way		$60,000.00		$60,000.00
Construction/Maintenance			$500,000.00	$500,000.00
Equipment/Vehicle/Furnishings				$0.00
Other				$0.00
Total	$85,000.00	$60,000.00	$550,000.00	$695,000.00

Funding Source	FY2023	FY2024	FY2025	Total
Street Impact Fees				$0.00
Dept of Commerce-Safe Routes to Schools				$0.00
Transfer from Water Utility				$0.00
Transfer from Sewer Utility				$0.00
Dept of Commerce				$0.00
General Funds	$85,000.00	$60,000.00		$145,000.00
Transfer from Drainage Utility				$0.00
Debt Funding				$0.00
FHWA/WSDOT				$0.00
Snohomish County Grant				$0.00
PSRC-Rural Towns & Corridors				$0.00
WSDOT Grant				$0.00
Transportation Improvement Board				$0.00
WCIA Safety Grant				$0.00
Developer Funded				$0.00
Other Grant Funding			$550,000.00	$550,000.00
Transportation Benefit District				$0.00
Total	$85,000.00	$60,000.00	$550,000.00	$695,000.00

Additional Information

Benefit to Community

The Raplee property sits at the confluence of 270th Street and 271st Street in the historic downtown. This triangular property is the transition point from the central district to the west end historic district. As part of the Twin City Mile project, this is a key property along the mile-long corridor and will serve as a public gathering / resting space / park in the central district where none currently exists.

Church Creek Park

Total Capital Cost:	$1,812,000.00	**Department:**	Parks Capital	
		Type:	Capital Improvement	
		Timeline:	01/01/2018 to	12/31/2027

Request description:
Church Creek Park is a 15.4 acre community park in the uptown area of the city. It serves as the main residential area of the city and is located across the street (72nd Avenue) from Stanwood High School. Park facilities include a baseball field, sports court, disc golf, picnic facilities, playground equipment, a paved parking lot, and large wooded areas with a trail to Church Creek. In 2020, the City adopted an updated master plan for the park with expanded recreational features. Full development of the master plan concepts will take 20 years to fully implement. The following six-year plan follows the priority projects as listed in the plan.

2023: Gateway/Wayfinding Signage
2023: Crosswalk to High School With lighted safety feature
2023: Improve Dugouts $40,000
2024: Loop Trail(s) with Viewpoint with paved ADA accessible path to viewpoint

2025/2026: Trail Design and Construction

2027 / 2028: Picnic Shelter and Outdoor Classroom

Capital Costs	**To Date**	**FY2023**	**FY2024**	**FY2025**	**FY2026**	**FY2027**	**Beyond FY2027**	**Total**
Planning	$150,000.00							$0.00
Design		$150,000.00		$80,000.00		$90,000.00		$320,000.00
Engineering								$0.00
Land/Right-of-way								$0.00
Construction/Maintenance	$455,000.00	$90,000.00	$650,000.00		$300,000.00		$452,000.00	$1,492,000.00
Equipment/Vehicle/Furnishings								$0.00
Other								$0.00
Total	$605,000.00	$240,000.00	$650,000.00	$80,000.00	$300,000.00	$90,000.00	$452,000.00	$1,812,000.00

Funding Source	**To Date**	**FY2026**	**FY2027**	**Total**
RCO				$0.00
Youth Athletic Fields				$0.00
ALEA				$0.00
Park Impact Fees				$0.00
Dept of Ecology				$0.00
REET 1				$0.00
REET 2	$455,000.00	$82,350.00	$329,400.00	$411,750.00
Dept of Commerce				$0.00
General Funds	$140,000.00			$0.00
Conservation Futures				$0.00
Debt Funding				$0.00
State Pedestrian/Bike Program				$0.00
Snohomish County Grant	$10,000.00			$0.00
Total	$605,000.00	$82,350.00	$329,400.00	$411,750.00

Additional Information

Benefit to Community	The 2018 PROS plan includes maintaining Church Creek Park as a high priority. Maintaining and updating the park with new or refreshed amenities will offer much-needed recreational and educational opportunities for all ages, abilities, and seasons. These opportunities will be accentuated through the use of interpretive signage and accessible design around the site.
Type of Project	Refurbishment

Johnson Farm Park

Total Capital Cost:	$735,000.00	**Department:**	Parks Capital
		Type:	Capital Improvement
		Timeline:	01/01/2019 to 12/31/2026

Request description:
Johnson Farm Park was purchased with Conservation Futures funds, which limits future uses as follows: Passive Recreation: trails, interpretive centers, viewpoints, picnic facilities, access, restrooms, restoration projects, associated parking.

The project includes demolition of the existing buildings and building a parking lot and restrooms.

Estimated project costs are as follows:

2023: Environmental studies to prepare the site for demolition (Phase 2 Environmental Study, Building Haz-Mat Study, and Environmental Cleanup Report). Once the environmental reports are completed, the site will be cleaned based on the recommendations in the reports.

2025: Parking lot and restroom design

2026: Parking lot and restroom construction

Capital Costs	To Date	FY2023	FY2025	FY2026	Total
Planning		$485,000.00			$485,000.00
Design			$50,000.00		$50,000.00
Engineering					$0.00
Land/Right-of-way	$500,000.00				$0.00
Construction/Maintenance				$200,000.00	$200,000.00
Equipment/Vehicle/Furnishings					$0.00
Other					$0.00
Total	$500,000.00	$485,000.00	$50,000.00	$200,000.00	$735,000.00

Funding Source	To Date	FY2023	FY2025	FY2026	Total
RCO					$0.00
Youth Athletic Fields					$0.00
ALEA					$0.00
Park Impact Fees					$0.00
Dept of Ecology					$0.00
REET 1				$200,000.00	$200,000.00
REET 2					$0.00
Dept of Commerce					$0.00
General Funds		$485,000.00	$50,000.00		$535,000.00
Conservation Futures	$500,000.00				$0.00
Debt Funding					$0.00
State Pedestrian/Bike Program					$0.00
Snohomish County Grant					$0.00
Total	$500,000.00	$485,000.00	$50,000.00	$200,000.00	$735,000.00

Additional Information

Benefit to Community	Providing waterfront access to the community is a high priority. Cleanup of the park and construction of a parking lot will provide access to the trail which is to be built on top of the dike next to Skagit Bay.
Type of Project	New Construction

Ovenell Park

Total Capital Cost:	$70,000.00	**Department:**	Parks Capital
		Type:	Capital Improvement
		Timeline:	01/01/2019 to 12/31/2025

Request description:

The 15-acre Ovenell property is a former dairy farm with a long history in Stanwood. The site includes the old milking parlors and barns used by the Ovenell family for milk production. The 2016 Master Plan envisioned Ovenell as a regional asset that will be a gem for all of northern Snohomish County – one that encourages community and family gatherings, connecting with the boundless nature that is Port Susan Bay and Skagit Bay, and honoring the history of the site. The Ovenell Park Master Plan identified the following potential future uses:
• Picnic Areas, Playground & Public Art
• Indoor/Outdoor Venue for Local Events
• Large Open Grass Area / Wetland Mitigation Site
• FFA/4H Program and Display Space
• Traffic Access & Parking

Projec prioritization and development are deferred for re-evaluation in 2025-26 biennium.

Capital Costs	To Date	FY2026	Total
Planning	$200,000.00		$0.00
Design		$50,000.00	$50,000.00
Engineering			$0.00
Land/Right-of-way	$1,569,075.00		$0.00
Construction/Maintenance	$93,530.00	$20,000.00	$20,000.00
Equipment/Vehicle/Furnishings			$0.00
Other			$0.00
Total	$1,862,605.00	$70,000.00	$70,000.00

Funding Source	To Date	FY2026	Total
RCO			$0.00
Youth Athletic Fields			$0.00
ALEA			$0.00
Park Impact Fees	$93,530.00		$0.00
Dept of Ecology			$0.00
REET 1	$411,132.00	$70,000.00	$70,000.00
REET 2	$68,576.00		$0.00
Dept of Commerce			$0.00
General Funds			$0.00
Conservation Futures	$1,289,367.00		$0.00
Debt Funding			$0.00
State Pedestrian/Bike Program			$0.00
Snohomish County Grant			$0.00
Total	$1,862,605.00	$70,000.00	$70,000.00

Additional Information

Benefit to Community	Ovenell Park is a 15 acre regional park on the west end of Stanwood with access off of SR 532 and Saratoga Drive, with potential to open the park for public access and passive park use such as bird watching, wildlife habitat and open space.
Type of Project	Refurbishment

Hamilton Landing Park & Boat Launch

Total Capital Cost: $1,000,000.00

Department: Parks Capital
Type: Capital Improvement
Timeline: 01/01/2019 to 12/31/2023

Request description:
The City of Stanwood purchased Hamiilton Landing Park in 2014 with "Conservation Futures" funds from the Hamilton family. The property sits on the banks of the Stillaguamish River and was purchased with the intent of developing a park with public access to the river. The city and the Washington Department of Fish and Wildlife have created a partnership to improve the property with a motorized boat launch ramp, hand held boat launch and park improvements. The river access provides opportunities to explore the water for multiple activities, which could include bird watching, fishing, hunting, and general boating. Other park features include a restroom, wetland enhancement, grassy lawn area, picnic tables, play areas, and overlook areas.

Capital Costs	FY2023	Total
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$1,000,000.00	$1,000,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$1,000,000.00	$1,000,000.00

Funding Source	To Date	FY2023	Total
RCO		$500,000.00	$500,000.00
Youth Athletic Fields			$0.00
ALEA			$0.00
Park Impact Fees		$250,000.00	$250,000.00
Dept of Ecology	$250,000.00		$0.00
REET 1	$112,429.00	$250,000.00	$250,000.00
REET 2	$90,000.00		$0.00
Dept of Commerce			$0.00
General Funds	$113,502.00		$0.00
Conservation Futures	$156,000.00		$0.00
Debt Funding			$0.00
State Pedestrian/Bike Program			$0.00
Snohomish County Grant			$0.00
Total	$721,931.00	$1,000,000.00	$1,000,000.00

Additional Information

Benefit to Community	Hamilton Landing Park consists of approximately 2.01 acres located along State Route 532 immediately adjacent to the Stillaguamish River. The 2018 PROS plan includes developing Hamilton Landing Park as a high priority. Stanwood has a history of being a waterfront community. However, as currently developed, city residents have no public access points to the river and the City Council has identified improving existing parks and water access as high park improvement priorities.
Type of Project	Refurbishment

Port Susan Trail

Total Capital Cost:	$4,243,000.00	**Department:**	Parks Capital
		Type:	Capital Improvement
		Timeline:	01/01/2019 to 12/31/2025

Request description:
The Stanwood Port Susan Trail is a 5-mile looped trail around Stanwood's downtown. Phase 1, the SR 532 berm, was completed in 2021 and includes a 10-foot multipurpose trail on top of the berm.

Phase 2: A 1.2 mile segment that runs from the Stanwood Park and Ride lot off of 88th Avenue and SR 532, around the waste water treatment plant, and along the Stillaguamish River to Twin City Foods. The project would include: 6 -10 foot wide trail – width will vary on the waste water treatment plant dike to accommodate existing conditions, gateway trail entry locations, river view, and plaza area near the southeast corner of the looped trail, wetland and buffer mitigation for trail impacts, pedestrian bridge spanning Irvine Slough and interpretive signs. Construction of Phase 2 may be broken into multiple contracts depending on available funding.

Phase 3-5: Continue the 10 foot wide multi-puupose trail around the perimeter of downtown Stanwood. Design will follow the concepts identified in Phase 2. This section includes the design and construction of the SPST Park just south of the WWTP.

Capital Costs	To Date	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Planning	$71,710.00	$5,000.00		$105,000.00			$110,000.00
Design	$709,000.00		$200,000.00	$200,000.00	$200,000.00	$200,000.00	$800,000.00
Engineering							$0.00
Land/Right-of-way		$500,000.00					$500,000.00
Construction/Maintenance	$1,403,000.00	$1,333,000.00		$1,500,000.00			$2,833,000.00
Equipment/Vehicle/Furnishings							$0.00
Other							$0.00
Total	$2,183,710.00	$1,838,000.00	$200,000.00	$1,805,000.00	$200,000.00	$200,000.00	$4,243,000.00

Funding Source	To Date	FY2023	FY2024	FY2025	FY2026	FY2027	Total
RCO	$448,000.00			$500,000.00			$500,000.00
Youth Athletic Fields							$0.00
ALEA							$0.00
Park Impact Fees	$241,000.00						$0.00
Dept of Ecology							$0.00
REET 1		$500,000.00			$200,000.00	$200,000.00	$900,000.00
REET 2	$71,710.00						$0.00
Dept of Commerce	$921,160.00						$0.00
General Funds							$0.00
Conservation Futures							$0.00
Debt Funding	$501,840.00	$1,033,000.00	$200,000.00	$1,305,000.00			$2,538,000.00
State Pedestrian/Bike Program							$0.00
Snohomish County Grant		$305,000.00					$305,000.00
Total	$2,183,710.00	$1,838,000.00	$200,000.00	$1,805,000.00	$200,000.00	$200,000.00	$4,243,000.00

Additional Information

Benefit to Community	The Stanwood Port Susan Trail is a 5 mile looped trail network that has been segregated into 5 distinct independent phases which will eventually create a looped multiuse trail system when completed. The 2015 Nonmotorized Transportation Plan identified the Stanwood Port Susan loop trail as a high priority for the city. The 2020 community survey results also identified trails as the highest priority of city residents.
Type of Project	Refurbishment

Heritage Park

Total Capital Cost:	$4,800,000.00	**Department:**	Parks Capital
		Type:	Capital Improvement
		Timeline:	01/01/2019 to 12/31/2026

Request description:

Heritage Park is a regional facility serving the northern Snohomish County and Camano area. This facility provides baseball and soccer fields along with open space, trails and play areas. It will take at least 20 years to fully develop the site according to the Master Plan concepts. To accomplish this task, design, construction and volunteer projects are broken into manageable phases to progress the design concepts into a usable park.

2023/2024 projects include: Restroom Plumbing Upgrades, Gateway/Wayfinding Signage, Field #3 Irrigation, Cover Dugouts / Foul Netting, Add Drainage Pumps, Create a Large Dog Park ARea Including Relocation of Small Dog Park, Pickleball Courts 3 & 4 Including Paved Path to Courts, Improve Park Entry Drive/Drop-off Including Circular Landscaping, Improve Soccer Fields Including Irrigation, Expand Skate Park and Improve the Pump Track.

2025/2026: Design and construction of Josephine Parcel

Future Phases Include:

- Playground Equipment: Add a new play structure to accommodate younger children; this is not intended to replace the existing equipment, but to enhance the play opportunities for all age ranges.
- Design of the Soccer Fields and Josephine Property: Using the Master Plan as a guide,
- Design the western half of the park to include additional soccer fields, parking, sports courts, bathroom facilities, and open space recreational areas.
- Construction of Western Half of Heritage Park: Based on the final designs developed in Phase 6, construct park elements as a whole or break into additional phases.

On-Going Volunteer Park Improvements: The Master Plan calls for several park elements that can be accomplished with community volunteer efforts including: expansion of the dog park, adding a pump track, wetland viewing signage and platforms, or other minor improvements.

Capital Costs	**To Date**	**FY2023**	**FY2024**	**FY2025**	**FY2026**	**Total**
Planning						$0.00
Design	$265,635.00	$50,000.00	$50,000.00	$400,000.00		$500,000.00
Engineering						$0.00
Land/Right-of-way	$700,000.00					$0.00
Construction/Maintenance	$3,515,000.00	$350,000.00	$350,000.00	$1,600,000.00	$2,000,000.00	$4,300,000.00
Equipment/Vehicle/Furnishings						$0.00
Other						$0.00
Total	$4,480,635.00	$400,000.00	$400,000.00	$2,000,000.00	$2,000,000.00	$4,800,000.00

Funding Source	**To Date**	**FY2023**	**FY2024**	**FY2025**	**FY2026**	**Total**
RCO						$0.00
Youth Athletic Fields	$682,000.00					$0.00
ALEA				$100,000.00	$100,000.00	$200,000.00
Park Impact Fees	$300,000.00	$200,000.00				$200,000.00
Dept of Ecology						$0.00
REET 1	$250,582.00		$400,000.00	$200,000.00	$200,000.00	$800,000.00
REET 2	$200,000.00	$200,000.00				$200,000.00
Dept of Commerce						$0.00
General Funds	$3,048,053.00					$0.00
Conservation Futures						$0.00
Debt Funding				$1,700,000.00	$1,700,000.00	$3,400,000.00
State Pedestrian/Bike Program						$0.00
Snohomish County Grant						$0.00
Total	$4,480,635.00	$400,000.00	$400,000.00	$2,000,000.00	$2,000,000.00	$4,800,000.00

Additional Information

Benefit to Community	Heritage Park is a 55-acre regional park facility serving Stanwood, northwest Snohomich County and Camano Island residents with activities such as baseball and soccer, a dog park and skate park, and opportunities for walking along the 0.5 mile multi-use perimeter trail. However, there is a need for more trails and better tournament-capable sports facilities within the community. The City adopted the Heritage Park Master Plan in 2020 to better realize the potential of Heritage Park as a sports and recreation destination through opportunities for play, walking, and gathering. Maintaining and construction of new park facilities ensures this park continues to meet the needs of youth and adult sports organizations and Stanwood-Camano residents for the next 10 to 20 years.
Type of Project	Refurbishment

City Beautification Projects

Total Capital Cost: $180,000.00

Department: Roads and Streets
Type: Capital Improvement

Request description:
The City adopted the City Beautification Action Plan in December of 2020 as an implementation of several city visioning and economic development plans. The City Beautification Action Plan includes 6 key program elements that focus on improving city infrastructure and promoting the City as the cultural and economic hub of greater Snohomish County. These elements include:

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

Achieving full build-out of the Beautification Action Plan will take time, phased implementation and significant resources. This capital budget item is intended to annually fund the gateway, wayfinding and landscaping components of the City Beautification Action Plan.

Capital Costs	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Planning							$0.00
Design							$0.00
Engineering							$0.00
Land/Right-of-way							$0.00
Construction/Maintenance	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$180,000.00
Equipment/Vehicle/Furnishings							$0.00
Other							$0.00
Total	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$180,000.00

Funding Source	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Street Impact Fees							$0.00
Dept of Commerce-Safe Routes to Schools							$0.00
Transfer from Water Utility							$0.00
Transfer from Sewer Utility							$0.00
Dept of Commerce							$0.00
General Funds							$0.00
Transfer from Drainage Utility	$30,000.00	$30,000.00					$60,000.00
Debt Funding			$30,000.00	$30,000.00	$30,000.00	$30,000.00	$120,000.00
FHWA/WSDOT							$0.00
Snohomish County Grant							$0.00
PSRC-Rural Towns & Corridors							$0.00
WSDOT Grant							$0.00
Transportation Improvement Board							$0.00
WCIA Safety Grant							$0.00
Developer Funded							$0.00
Other Grant Funding							$0.00
Transportation Benefit District							$0.00
Total	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$180,000.00

Additional Information

Benefit to Community	The City spent ten years and countless hours re-envisioning what Stanwood should look like in the next twenty years. This robust public process concluded with the adoption of several planning documents; all of which had similar themes to preserve the community's historic rural, small town character while promoting the region as a wholesome place to live, work and play. Implementation of the City Beautification Action Plan will celebrate the beauty of the area, encourage new growth and economic development within the city, improve the aesthetics, and support the city's efforts to promote tourism.
Type of Project	Other improvement

Drainage Rate Updates

Total Capital Cost: $100,000.00

Department: Stormwater Capital
Type: Capital Improvement

Request description:
Evaluate rates for adequate revenue.

Capital Costs	**FY2023**	**FY2028**	**Total**
Planning			$0.00
Design			$0.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance			$0.00
Equipment/Vehicle/Furnishings			$0.00
Other	$40,000.00	$60,000.00	$100,000.00
Total	$40,000.00	$60,000.00	$100,000.00

Funding Source	**FY2023**	**FY2028**	**Total**
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating			$0.00
Transfer from Water Operating			$0.00
General Funds			$0.00
Transfer from Drainage Operating	$40,000.00	$60,000.00	$100,000.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$40,000.00	$60,000.00	$100,000.00

City Hall/Police Station Remodel

Total Capital Cost: $890,000.00

Department: Public Works
Type: Capital Improvement

Request description:
Building renovations to maintain the function and use of the Police Station and City Hall over the next 5 to 10 years. Improvements could include renovating bathrooms and kitchens, roof repairs, and space reconfiguration. Building a new public restroom with pedestrian access through the records room building is also a potential improvement project. All work with be within the 50% building valuation limits as established by the City's floodplain regulations.

Additional project phases may include evaluating the long term viability of both the Police Station and City Hall with the potential to purchase a suitable building or build new.

Capital Costs	To Date	FY2023	Total
Planning	$10,000.00	$30,000.00	$30,000.00
Design		$150,000.00	$150,000.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance		$710,000.00	$710,000.00
Equipment/Vehicle/Furnishings			$0.00
Other			$0.00
Total	$10,000.00	$890,000.00	$890,000.00

Funding Source	To Date	FY2023	Total
Hazard Mitigation Program			$0.00
REET 1	$10,000.00		$0.00
REET 2		$590,000.00	$590,000.00
Dept of Commerce			$0.00
General Funds		$300,000.00	$300,000.00
Debt Funding			$0.00
Snohomish County Grant			$0.00
Total	$10,000.00	$890,000.00	$890,000.00

Additional Information

Type of Project: Refurbishment

Sewer System Plan

Total Capital Cost:	$280,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:
Carry over from 2022 for the general sewer plan being developed by RH2.

Capital Costs	To Date	FY2023	Total
Planning			$0.00
Design			$0.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance			$0.00
Equipment/Vehicle/Furnishings			$0.00
Other	$150,000.00	$280,000.00	$280,000.00
Total	$150,000.00	$280,000.00	$280,000.00

Funding Source	FY2023	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating	$280,000.00	$280,000.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$280,000.00	$280,000.00

Additional Information

Type of Project System Plan/Rate Update

Sewer main replacement on 78th and Cecelia

Total Capital Cost:	$700,000.00		**Department:**	Sewer Capital
			Type:	Capital Improvement

Request description:

Replace 8 inch sewer main in Cecilia Way from 78th Avenue east to the terminus. Replace as needed on 78th Avenue from Cecilia Way north.

Capital Costs	**FY2023**	**Total**
Planning		$0.00
Design		$0.00
Engineering	$50,000.00	$50,000.00
Land/Right-of-way		$0.00
Construction/Maintenance	$650,000.00	$650,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$700,000.00	$700,000.00

Funding Source	**FY2023**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees	$400,000.00	$400,000.00
Transfer from Sewer Operating	$300,000.00	$300,000.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$700,000.00	$700,000.00

Sewer Main Replacement on 79th Dr

Total Capital Cost: $280,000.00

Department: Sewer Capital
Type: Capital Improvement

Request description:

Replace sewer main on 79th Dr from 272nd north to terminus.

Capital Costs	FY2023	Total
Planning		$0.00
Design		$0.00
Engineering	$50,000.00	$50,000.00
Land/Right-of-way		$0.00
Construction/Maintenance	$230,000.00	$230,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$280,000.00	$280,000.00

Funding Source	FY2023	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees	$50,000.00	$50,000.00
Transfer from Sewer Operating	$230,000.00	$230,000.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$280,000.00	$280,000.00

Sewer Rate Study

Total Capital Cost: $90,000.00

Department: Sewer Capital
Type: Capital Improvement

Request description:
The City will evaluate sewer rates and update as necessary.

Capital Costs	**FY2023**	**FY2028**	**Total**
Planning			$0.00
Design			$0.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance			$0.00
Equipment/Vehicle/Furnishings			$0.00
Other	$40,000.00	$50,000.00	$90,000.00
Total	$40,000.00	$50,000.00	$90,000.00

Funding Source	**FY2023**	**FY2028**	**Total**
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating	$50,000.00	$70,000.00	$120,000.00
Transfer from Water Operating			$0.00
General Funds			$0.00
Transfer from Drainage Operating			$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$50,000.00	$70,000.00	$120,000.00

Additional Information

Type of Project System Plan/Rate Update

Sewer Basin 1 Pipe replacement program

Total Capital Cost: $1,800,000.00

Department: Sewer Capital
Type: Capital Improvement

Request description:
The sewer main in basin 1 is over 50 yrs old, and needs upgrading. As the Twin City Mile gets constructed, the line in 271st should be replaced. Also, sections on 99th, 272nd and the entire west end will be evaluated.

Capital Costs	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Planning							$0.00
Design							$0.00
Engineering							$0.00
Land/Right-of-way							$0.00
Construction/Maintenance	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$1,800,000.00
Equipment/Vehicle/Furnishings							$0.00
Other							$0.00
Total	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$1,800,000.00

Funding Source	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Connection Fees							$0.00
Dept of Ecology							$0.00
Plant Investment Fees							$0.00
Transfer from Sewer Operating	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$1,800,000.00
Transfer from Water Operating							$0.00
General Funds							$0.00
Transfer from Drainage Operating							$0.00
Debt Funding							$0.00
Federal Emergency Management Agency							$0.00
Snohomish County Grant							$0.00
Dept of Commerce							$0.00
Developer Funded							$0.00
Other Grant Funding							$0.00
Total	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00	$1,800,000.00

Additional Information

Type of Project Main Replacement

Inflow and Infiltration Study

Total Capital Cost:	$125,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:
I/I study is used to evaluate the sewer collection system and confirm results.

Capital Costs	**FY2028**	**Total**
Planning	$125,000.00	$125,000.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance		$0.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$125,000.00	$125,000.00

Funding Source	**FY2028**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating	$125,000.00	$125,000.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$125,000.00	$125,000.00

Additional Information

Type of Project	Other improvement

Grit Removal

Total Capital Cost:	$300,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:
WWTP needs a Grit Removal unit installed at the headworks to reduce operational and maintenance issues.

Capital Costs	**FY2024**	**FY2025**	**Total**
Planning			$0.00
Design			$0.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance	$150,000.00	$150,000.00	$300,000.00
Equipment/Vehicle/Furnishings			$0.00
Other			$0.00
Total	$150,000.00	$150,000.00	$300,000.00

Funding Source	**FY2024**	**FY2025**	**Total**
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating	$150,000.00	$150,000.00	$300,000.00
Transfer from Water Operating			$0.00
General Funds			$0.00
Transfer from Drainage Operating			$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$150,000.00	$150,000.00	$300,000.00

Additional Information

Type of Project	Plant Upgrades

Fine Screen Rebuild/Second Screen

Total Capital Cost:	$300,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:
The fine screen at the WWTP runs several hours daily and the accumulative wear and tear requires this fine screen to be rebuilt, evaluating the need for a second screen at the WWTP.

Capital Costs	**FY2024**	**FY2025**	**Total**
Planning			$0.00
Design			$0.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance			$0.00
Equipment/Vehicle/Furnishings	$150,000.00	$150,000.00	$300,000.00
Other			$0.00
Total	$150,000.00	$150,000.00	$300,000.00

Funding Source	**FY2024**	**FY2025**	**Total**
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating	$150,000.00	$150,000.00	$300,000.00
Transfer from Water Operating			$0.00
General Funds			$0.00
Transfer from Drainage Operating			$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$150,000.00	$150,000.00	$300,000.00

Additional Information

Type of Project Plant refurbishment

Biosolids Removal and Utilization

Total Capital Cost:	$5,600,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:

Removal and Utilization of sludge produced at the WWTP as part of treatment. Design and construct long term solids handling facility.

Capital Costs	**FY2023**	**FY2024**	**Total**
Planning			$0.00
Design	$450,000.00		$450,000.00
Engineering	$150,000.00		$150,000.00
Land/Right-of-way			$0.00
Construction/Maintenance		$5,000,000.00	$5,000,000.00
Equipment/Vehicle/Furnishings			$0.00
Other			$0.00
Total	$600,000.00	$5,000,000.00	$5,600,000.00

Funding Source	**FY2023**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating	$600,000.00	$600,000.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$600,000.00	$600,000.00

Additional Information

Type of Project	Other improvement

Pioneer Hills Lift Station Upgrade

Total Capital Cost:	$250,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement
		Timeline:	01/01/2024 to 01/01/2025

Request description:
Upgrading Pioneer Hills Lift Station equipment and adding backup power source.

Capital Costs	**FY2024**	**FY2025**	**Total**
Planning			$0.00
Design	$50,000.00		$50,000.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance		$200,000.00	$200,000.00
Equipment/Vehicle/Furnishings			$0.00
Other			$0.00
Total	$50,000.00	$200,000.00	$250,000.00

Funding Source	**FY2024**	**FY2025**	**Total**
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating	$50,000.00	$200,000.00	$250,000.00
Transfer from Water Operating			$0.00
General Funds			$0.00
Transfer from Drainage Operating			$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$50,000.00	$200,000.00	$250,000.00

Additional Information

Type of Project: Collection System Upgrade

Cedarhome Dr. Sewer Main Replacement

Total Capital Cost: $1,285,000.00

Department: Sewer Capital
Type: Capital Improvement

Request description:
Phase I replaces approximately 1080 LF of existing gravity pipe with 24/12-inch diameter gravity pipe per City standards along Cedar Home Dr. and 84th Ave NW. Phase II Replace approximately 660 LF of existing gravity pipe with 24-inch diameter gravity pipe per City standards along Cedar Home Dr. between Pioneer Hwy and 84th Ave NW.

Phase I The capacity of this sewer collector will be exceeded if any residential, commercial, or industrial growth occurs in Sewer Drainage Basin 3. Phase II The capacity of this sewer collector will be exceeded if any residential, commercial, or industrial growth occurs in Sewer Drainage Basin 3.

Capital Costs	FY2023	Total
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$1,285,000.00	$1,285,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$1,285,000.00	$1,285,000.00

Funding Source	FY2023	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded	$1,285,000.00	$1,285,000.00
Other Grant Funding		$0.00
Total	$1,285,000.00	$1,285,000.00

Additional Information

Type of Project: Main Upgrade

274th Sewer Main Replacement

Total Capital Cost:	$700,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:
Replace approximately 980lf of existing gravity main with 15 inch diameter gravity pipe.

The capacity of this sewer collector will be exceeded if any residential, commercial, or industrial growth occurs in Sewer Drainage Basin 3.

Capital Costs	**FY2023**	**Total**
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$700,000.00	$700,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$700,000.00	$700,000.00

Funding Source	**FY2023**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded	$700,000.00	$700,000.00
Other Grant Funding		$0.00
Total	$700,000.00	$700,000.00

Additional Information

Type of Project	Main Upgrade

SR532 and Pioneer Hwy Sewer Crossing

Total Capital Cost:	$360,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:
Replace approximately 355 LF of existing gravity pipe with 18-inch diameter gravity pipe per City standards connecting Pioneer Highway under SR532

Capital Costs	**FY2023**	**Total**
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$360,000.00	$360,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$360,000.00	$360,000.00

Funding Source	**FY2023**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees	$360,000.00	$360,000.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$360,000.00	$360,000.00

Additional Information

Type of Project Main Upgrade

Pioneer Hwy and SR532 Sewer Main

Total Capital Cost: $600,000.00

Department: Sewer Capital
Type: Capital Improvement

Request description:
Upsize existing pipe to 15" to mitigate existing capacity issues. Approx 1000 feet of pipe south of 77th AVE NW (Taylors Landing)

Capital Costs	FY2024	Total
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$600,000.00	$600,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$600,000.00	$600,000.00

Funding Source	FY2024	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded	$600,000.00	$600,000.00
Other Grant Funding		$0.00
Total	$600,000.00	$600,000.00

Additional Information

Type of Project Main Replacement

72nd Ave Sewer Main Replacement

Total Capital Cost:	$1,925,000.00	**Department:**	Sewer Capital
		Type:	Capital Improvement

Request description:

Replace approximately 2,000lf of existing gravity pipe with 15 inch diameter gravity pipe along 72nd Avenue between Pioneer Highway and SR532.- due to High School putting their sewer under SR532, this has rsulted in undersized pipes on 72nd AVE. This project will upsize these pipes.

Capital Costs	FY2023	FY2024	Total
Planning			$0.00
Design	$500,000.00		$500,000.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance		$1,425,000.00	$1,425,000.00
Equipment/Vehicle/Furnishings			$0.00
Other			$0.00
Total	$500,000.00	$1,425,000.00	$1,925,000.00

Funding Source	FY2023	FY2024	Total
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating			$0.00
Transfer from Water Operating			$0.00
General Funds			$0.00
Transfer from Drainage Operating			$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded	$500,000.00	$1,425,000.00	$1,925,000.00
Other Grant Funding			$0.00
Total	$500,000.00	$1,425,000.00	$1,925,000.00

Additional Information

Type of Project	Collection System Upgrade

Cedarhome Collection System

Total Capital Cost: $175,000.00

Department: Sewer Capital
Type: Capital Improvement

Request description:
In order to eliminate the Cedarhome Lift Station, a connection will need to be made to Church Creek Estates. This will be complete after all other downstream improvements have been completed.

Capital Costs	**FY2024**	**Total**
Planning		$0.00
Design		$0.00
Engineering	$175,000.00	$175,000.00
Land/Right-of-way		$0.00
Construction/Maintenance		$0.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$175,000.00	$175,000.00

Funding Source	**FY2024**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees	$175,000.00	$175,000.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$175,000.00	$175,000.00

Additional Information

Type of Project: Main Upgrade

68th Sewer Main Replacement

Total Capital Cost: $1,000,000.00

Department: Sewer Capital
Type: Capital Improvement

Request description:
Replace the sewer main in 68th Ave. between 284th St. and the Cedarhome Lift Station. The existing pipe was shown to be undersized in a sewer availability analysis for Josephine Sunset Homes.

Replace approximately 1500 LF of existing gravity pipe with 15-inch diameter gravity pipe per City standards along 68th St.

The capacity of this sewer collector will be exceeded if any residential, commercial, or industrial growth occurs in Sewer Drainage Basin 5.

Capital Costs	FY2023	Total
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$1,000,000.00	$1,000,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$1,000,000.00	$1,000,000.00

Funding Source	FY2023	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded	$1,000,000.00	$1,000,000.00
Other Grant Funding		$0.00
Total	$1,000,000.00	$1,000,000.00

Additional Information

Type of Project Main Replacement

Skagit Bay Dike Repair

Total Capital Cost:	$6,000,000.00	**Department:**	Stormwater Capital
		Type:	Capital Improvement

Request description:
City partnership with Diking District 7 and Snohomish County to repair and expand the Skagit Bay Dike that separates the bay from farmlands and the City of Stanwood. Project elements include repair of the existing dike, construction of a new estuary and a dike on the city-owned Johnson Farm property. The dike protects adjacent farmlands and downtown Stanwood high tides and flooding events during winter storms.

Capital Costs	**FY2023**	**Total**
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$6,000,000.00	$6,000,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$6,000,000.00	$6,000,000.00

Funding Source	**FY2023**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding	$6,000,000.00	$6,000,000.00
Total	$6,000,000.00	$6,000,000.00

Additional Information

Type of Project New Stormwater Infrastructure

Floodwall- Florence Rd.

Total Capital Cost: $714,000.00

Department: Stormwater Capital
Type: Capital Improvement

Request description:
Construct a removable floodwall on Florence Road to prevent flooding of downtown Stanwood during flood events.

Design, permit and build a removable wall on Florence Road on BNSF rail right of way to help prevent flooding into the City's downtown during high tides and flood events. City will design and install the wall on city right of way; BNSF staff will install the pilings needed on BNSF right of way. Flood walls will be owned and maintained by the city.

Capital Costs	FY2023	Total
Planning		$0.00
Design	$243,000.00	$243,000.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$471,000.00	$471,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$714,000.00	$714,000.00

Funding Source	FY2023	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds	$564,000.00	$564,000.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$564,000.00	$564,000.00

Additional Information

Benefit to Community	Help prevent flooding in to the city's downtown during high tides and flooding events.

Stormwater Comprehensive Plan Update

Total Capital Cost:	$250,000.00	**Department:**	Stormwater Capital
		Type:	Capital Improvement
		Timeline:	01/02/2023 to 12/29/2023

Request description:
Update the 2015 Stormwater Comprehensive Plan to be consistent with the 2024 Comprehensive Plan and other utility plans. Amendments include an updated infrastructure inventory, capital improvement project lists, maps and policies.

Capital Costs	**FY2023**	**Total**
Planning	$250,000.00	$250,000.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance		$0.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$250,000.00	$250,000.00

Funding Source	**FY2023**	**Total**
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees	$250,000.00	$250,000.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$250,000.00	$250,000.00

Additional Information

Benefit to Community	An update to the City’s Stormwater Comprehensive Plan is needed to account for new population growth and development, ongoing operations and maintenance requirements, safety and property damage issues related to flooding, and environmental concerns for water quality and aquatic resources. The City’s Plan update provides a road map for the City’s stormwater utility and Capital Improvement Plan (CIP) programs with implementation strategies for the next six years.
Type of Project	System Plan/Rate Update

Irvine Slough Pump Station Building

Total Capital Cost: $350,000.00

Department: Stormwater Capital
Type: Capital Improvement

Request description:
Upgrade the Irvine Pump Sation building and add telemetry.

Capital Costs	FY2024	FY2025	Total
Planning			$0.00
Design	$100,000.00		$100,000.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance		$250,000.00	$250,000.00
Equipment/Vehicle/Furnishings			$0.00
Other			$0.00
Total	$100,000.00	$250,000.00	$350,000.00

Funding Source	FY2024	FY2025	Total
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating			$0.00
Transfer from Water Operating			$0.00
General Funds			$0.00
Transfer from Drainage Operating	$100,000.00	$250,000.00	$350,000.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$100,000.00	$250,000.00	$350,000.00

Additional Information

Type of Project Plant refurbishment

Drainage System Receiving Station

Total Capital Cost:	$400,000.00	**Department:**	Stormwater Capital
		Type:	Capital Improvement

Request description:
Construct receiving station for use during collection system cleaning.

Capital Costs	FY2024	Total
Planning	$70,000.00	$70,000.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$330,000.00	$330,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$400,000.00	$400,000.00

Funding Source	FY2024	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating		$0.00
General Funds		$0.00
Transfer from Drainage Operating	$400,000.00	$400,000.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$400,000.00	$400,000.00

Additional Information

Type of Project: Plant Upgrades

Water System Plan

Total Capital Cost: $125,000.00

Department: Water Capital
Type: Capital Improvement

Request description:
Carry over from 2022 for the water system plan being developed by RH2.

Capital Costs	**FY2023**	**Total**
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance		$0.00
Equipment/Vehicle/Furnishings		$0.00
Other	$125,000.00	$125,000.00
Total	$125,000.00	$125,000.00

Funding Source	**To Date**	**FY2023**	**Total**
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating			$0.00
Transfer from Water Operating	$133,000.00	$125,000.00	$125,000.00
General Funds			$0.00
Transfer from Drainage Operating			$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$133,000.00	$125,000.00	$125,000.00

Water System Telemetry Upgrade

Total Capital Cost:	$150,000.00	**Department:**	Water Capital
		Type:	Capital Improvement

Request description:
Upgrade to software and hardware for existing telemetry system.

Capital Costs	FY2023	Total
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance		$0.00
Equipment/Vehicle/Furnishings	$150,000.00	$150,000.00
Other		$0.00
Total	$150,000.00	$150,000.00

Funding Source	To Date	FY2023	Total
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating			$0.00
Transfer from Water Operating		$150,000.00	$150,000.00
General Funds			$0.00
Transfer from Drainage Operating	$30,000.00		$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$30,000.00	$150,000.00	$150,000.00

Additional Information

Type of Project	Telemetry Upgrade

Water Rate Study

Total Capital Cost:	$140,000.00	**Department:**	Water Capital
		Type:	Capital Improvement

Request description:
The City will evaluate water rates and update as nessasary.

Capital Costs	**FY2023**	**FY2028**	**Total**
Planning			$0.00
Design			$0.00
Engineering			$0.00
Land/Right-of-way			$0.00
Construction/Maintenance			$0.00
Equipment/Vehicle/Furnishings			$0.00
Other	$70,000.00	$70,000.00	$140,000.00
Total	$70,000.00	$70,000.00	$140,000.00

Funding Source	**FY2023**	**FY2028**	**Total**
Connection Fees			$0.00
Dept of Ecology			$0.00
Plant Investment Fees			$0.00
Transfer from Sewer Operating			$0.00
Transfer from Water Operating	$40,000.00	$40,000.00	$80,000.00
General Funds			$0.00
Transfer from Drainage Operating			$0.00
Debt Funding			$0.00
Federal Emergency Management Agency			$0.00
Snohomish County Grant			$0.00
Dept of Commerce			$0.00
Developer Funded			$0.00
Other Grant Funding			$0.00
Total	$40,000.00	$40,000.00	$80,000.00

Additional Information

Type of Project System Plan/Rate Update

Annual Water Main Improvements

Total Capital Cost:	$400,000.00	**Department:**	Water Capital
		Type:	Capital Improvement

Request description:
Annual replacement of water mains due to deficiencies. New service lines on Leque Road.

Capital Costs	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Planning							$0.00
Design							$0.00
Engineering							$0.00
Land/Right-of-way							$0.00
Construction/Maintenance	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$400,000.00
Equipment/Vehicle/Furnishings							$0.00
Other							$0.00
Total	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$400,000.00

Funding Source	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Connection Fees							$0.00
Dept of Ecology							$0.00
Plant Investment Fees							$0.00
Transfer from Sewer Operating							$0.00
Transfer from Water Operating	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$400,000.00
General Funds							$0.00
Transfer from Drainage Operating							$0.00
Debt Funding							$0.00
Federal Emergency Management Agency							$0.00
Snohomish County Grant							$0.00
Dept of Commerce							$0.00
Developer Funded							$0.00
Other Grant Funding							$0.00
Total	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$400,000.00

Additional Information

Type of Project: Main Replacement

Water Treatment Plant and Cedarhome Well System Upgrades

Total Capital Cost: $75,000.00

Department: Water Capital
Type: Capital Improvement

Request description:
Water Treatment Plant and Cedarhome Well System Upgrades- to replace original pumps and equipment.

Capital Costs	FY2023	Total
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance		$0.00
Equipment/Vehicle/Furnishings	$75,000.00	$75,000.00
Other		$0.00
Total	$75,000.00	$75,000.00

Funding Source	FY2023	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating	$75,000.00	$75,000.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$75,000.00	$75,000.00

Additional Information

Type of Project: Plant refurbishment

Meter Replacement

Total Capital Cost: $330,000.00

Department: Water Capital
Type: Capital Improvement

Request description:
Annual meter replacement program.

Capital Costs	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Planning							$0.00
Design							$0.00
Engineering							$0.00
Land/Right-of-way							$0.00
Construction/Maintenance							$0.00
Equipment/Vehicle/Furnishings	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$330,000.00
Other							$0.00
Total	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$330,000.00

Funding Source	FY2023	FY2024	FY2025	FY2026	FY2027	Beyond FY2027	Total
Connection Fees							$0.00
Dept of Ecology							$0.00
Plant Investment Fees							$0.00
Transfer from Sewer Operating							$0.00
Transfer from Water Operating	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$330,000.00
General Funds							$0.00
Transfer from Drainage Operating							$0.00
Debt Funding							$0.00
Federal Emergency Management Agency							$0.00
Snohomish County Grant							$0.00
Dept of Commerce							$0.00
Developer Funded							$0.00
Other Grant Funding							$0.00
Total	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$55,000.00	$330,000.00

Additional Information

Type of Project: Other improvement

Water Treatment Plant Media Replacement

Total Capital Cost: $500,000.00

Department: Water Capital
Type: Capital Improvement

Request description:
Replace sand filter media at the water treatment plant.

Capital Costs	FY2023	Total
Planning		$0.00
Design		$0.00
Engineering		$0.00
Land/Right-of-way		$0.00
Construction/Maintenance	$500,000.00	$500,000.00
Equipment/Vehicle/Furnishings		$0.00
Other		$0.00
Total	$500,000.00	$500,000.00

Funding Source	FY2023	Total
Connection Fees		$0.00
Dept of Ecology		$0.00
Plant Investment Fees		$0.00
Transfer from Sewer Operating		$0.00
Transfer from Water Operating	$500,000.00	$500,000.00
General Funds		$0.00
Transfer from Drainage Operating		$0.00
Debt Funding		$0.00
Federal Emergency Management Agency		$0.00
Snohomish County Grant		$0.00
Dept of Commerce		$0.00
Developer Funded		$0.00
Other Grant Funding		$0.00
Total	$500,000.00	$500,000.00

Additional Information

Type of Project   Plant refurbishment

Irvine Slough Drainage

Total Capital Cost: $7,800,000.00

Department: Stormwater Capital
Type: Capital Improvement

Request description:
Irvine Slough Stormwater Separation (IS4) consists of 6 discrete phases.

Phase 1 was completed in 2020

Phase 2, construction 2023, will construct a new lift station at the NE corner of 92nd/SR532 intersection, as well as a force main to the Stillaguamish River.

Phase 3, under construction 2022, will continue the 48"/36" drainage conveyance pipe from the Phase 1 terminus, under SR532, then East to 94th St. This will eliminate all drainage connections for Irvine Slough West of 92nd.

Phase 4, construction 2024, will provide conveyance to the pump house constructed during phase 2. This conveyance will head East to Marine View Dr Then under the railroad tracks to allow the removal of gravity connections to the east end of Irvine Slough.

Phase 5, construction 2023 will replace/repair the existing undersized and improperly sloped drainage conveyance system along 92nd Ave NW. This system will be improved to the ditch along the South side of Heritage Trail as it intersects with 92nd Ave NW.

Phase 6, construction 2025, will continue the Phase 3 system improvements North and West through the old town portions of downtown Stanwood. This phase will terminate with an inlet structure at Douglas Slough. This inlet structure will not be placed to drain Douglas Slough, but to eliminate the need for the slough gravity outlet to the old Stillaguamish.

Capital Costs	**FY2023**	**FY2024**	**FY2025**	**Total**
Planning				$0.00
Design				$0.00
Engineering				$0.00
Land/Right-of-way				$0.00
Construction/Maintenance	$3,800,000.00	$2,000,000.00	$2,000,000.00	$7,800,000.00
Equipment/Vehicle/Furnishings				$0.00
Other				$0.00
Total	$3,800,000.00	$2,000,000.00	$2,000,000.00	$7,800,000.00

Funding Source	**FY2023**	**FY2024**	**FY2025**	**Total**
Connection Fees				$0.00
Dept of Ecology	$1,000,000.00		$1,000,000.00	$2,000,000.00
Plant Investment Fees	$100,000.00	$100,000.00	$100,000.00	$300,000.00
Transfer from Sewer Operating				$0.00
Transfer from Water Operating				$0.00
General Funds				$0.00
Transfer from Drainage Operating	$900,000.00	$500,000.00	$500,000.00	$1,900,000.00
Debt Funding	$1,800,000.00	$1,400,000.00	$400,000.00	$3,600,000.00
Federal Emergency Management Agency				$0.00
Snohomish County Grant				$0.00
Dept of Commerce				$0.00
Developer Funded				$0.00
Other Grant Funding				$0.00
Total	$3,800,000.00	$2,000,000.00	$2,000,000.00	$7,800,000.00

Account Codes (Capital Costs):

411-594-000-594-38-63-01	$7,800,000.00
	$7,800,000.00

Additional Information

Type of Project New Stormwater Infrastructure

Twin City Mile Downtown Renovation Project

Project Number: R-16
Total Capital Cost: ############

Department: Roads/Streets and Other Infrastructure: Improvements and New Construction Projects
Type: Capital Improvement

Request description:

The Twin City Mile revitalization project reimagines how the City's main downtown commercial corridor, 271st and 270th Streets, could look and function by connecting City Hall Park to the Train Station. Project elements include constructing gateways, reconfiguring travel lanes and parking, building wider sidewalks and plaza areas, constructing park areas, and installing street trees, art, and other curb appeal amenities. Using policy guidance from the City Beautification Plan, the City initiated the Downtown Revitalization Project that invests in the 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.

Over the next six years, the project will be broken into multiple phases as follows:

2023: West end brick road 30% design, Camano Street design, 92nd Avenue design and construction, 92nd Avenue lighting, East end concept designs and traffic calming, 88th Avenue Arch art

2024: West end brick road 100% design, Middle School design, Camano Street construction, East end 30% road design, 88th Ave lighting

2025: West end brick road construction

2026: Middle School road construction, East end 100% design

2027: East end road construction

Capital Costs	**FY2023**	**FY2024**	**FY2025**	**FY2026**	**FY2027**	**Total**
Planning						$0.00
Design						$0.00
Engineering	$870,000.00	$1,870,000.00	$160,000.00	$1,800,000.00	$180,000.00	$4,880,000.00
Land/Right-of-way						$0.00
Construction/Maintenance	$1,100,000.00	$2,100,000.00	$5,300,000.00	$5,700,000.00	$6,000,000.00	############
Equipment/Vehicle/Furnishings						$0.00
Other						$0.00
Total	$1,970,000.00	$3,970,000.00	$5,460,000.00	$7,500,000.00	$6,180,000.00	############

Funding Source	**FY2023**	**FY2024**	**FY2025**	**FY2026**	**FY2027**	**Total**
Street Impact Fees						$0.00
Dept of Commerce-Safe Routes to Schools						$0.00
Transfer from Water Utility						$0.00
Transfer from Sewer Utility						$0.00
Dept of Commerce						$0.00
General Funds	$1,870,000.00					$1,870,000.00
Transfer from Drainage Utility						$0.00
Debt Funding		$3,970,000.00	$2,960,000.00	$2,500,000.00	$3,180,000.00	############
FHWA/WSDOT						$0.00
Snohomish County Grant						$0.00
PSRC-Rural Towns & Corridors						$0.00
WSDOT Grant						$0.00
Transportation Improvement Board						$0.00
WCIA Safety Grant						$0.00
Developer Funded						$0.00
Other Grant Funding			$2,300,000.00	$5,000,000.00	$3,000,000.00	############
Transportation Benefit District	$100,000.00		$200,000.00			$300,000.00
Total	$1,970,000.00	$3,970,000.00	$5,460,000.00	$7,500,000.00	$6,180,000.00	############

Additional Information

Benefit to Community	Over the past 10 years, the city has adopted several economic development plans and strategies to promote the downtown business district. The mainstreet revitalization project implements these plans by promoting economic development within the entire city, improves pedestrian access, provides public spaces for festivals and special events and encourages tourism, shopping and dining.
Type of Project	Other improvement

Twin City Mile Project Elements

West to East		Cost Estimates		
	Design	Permitting	Construction	Project Cost Estimate
City Hall Park	$ 255,000	$ 75,000	$ 1,500,000	$1,830,000
City Hall Commercial District	$ 500,000	$ 200,000	$ 3,090,000	$3,790,000
West End Gateway Structure	$ 10,000		$ 40,000	$50,000
Brick Road (West End)	$ 901,000	$ 159,000	$ 5,300,000	$6,360,000
Camano Triangle	$ 225,000	$ 45,000	$ 1,500,000	$1,770,000
270th / 271st Street Triangle	$ 510,000	$ 150,000	$ 3,000,000	$3,660,000
Middle School	$ 966,000	$ 171,000	$ 5,700,000	$6,837,000
92nd Avenue Intersection	$ 145,350	$ 25,650	$ 855,000	$1,026,000
9nd Avenue Power Install	$ 4,000		$ 41,000	$45,000
Country Store Segment	$ 17,000	$ 5,000	$ 100,000	$122,000
East End (88th Ave to 84th Ave)	$ 1,020,000	$ 180,000	$ 6,000,000	$7,200,000
88th Avenue Gateway Arch			$ 250,000	$250,000
88th Ave Power Install (SR 532 - Viking Way)	$ 51,000		$ 168,000	$219,000
88th Ave Power Install (Viking Way to 270th Street)	$ 44,000		$ 95,000	$139,000
Downtown Park	$ 170,000	$ 5,000	$ 1,200,000	$1,375,000
84th Avenue	$ 42,500	$ 125,000	$ 250,000	$417,500

Total Project Cost Estimate: $35,090,500

Twin City Mile Implementation

	Cost by Year					
Project Element	***2023***	***2024***	***2025***	***2026***	***2027***	***2028***
West End Brick Road 30% Design	$318,000					
Camano Street 100% Design and Permitting	$270,000					
92nd Avenue 100% Design and Permitting	$171,000					
92nd Avenue Construction	$855,000					
92nd Avenue Power	$45,000					
East End Concept Designs & Traffic Calming	$30,000					
88th Avenue Arch Construction	$250,000					
West End Gateway	$50,000					
West End Brick Road 100% Design		$742,000				
Middle School 100% Design and Permitting		$1,137,000				
Camano Street Construction		$1,500,000				
East End 30% Road Design		$360,000				
88th Avenue Power and Lighting (SR 532-VW)		$219,000				
West End Brick Road Construction			$5,300,000			
Middle School Road Construction				$5,700,000		
88th Ave Power (VW - 270th)				$140,000		
East End 100% Road Design and Permitting				$840,000		
East End Road Construction					$6,000,000	
Country Store Design and Construction						$122,000
Total:	$1,989,000	$3,958,000	$5,300,000	$6,680,000	$6,000,000	$0
5-Year Project Cost Estimate:	$23,927,000					

Twin City Mile Implementation

Project Element	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
					Cost by Year					
West End Brick Road 30% Design	$318,000									
Camano Street 100% Design and Permitting		$270,000								
92nd Avenue 100% Design and Permitting	$171,000									
92nd Avenue Construction	$155,000	$700,000								
92nd Avenue Power		$45,000								
East End Concept Designs & Traffic Calming	$30,000									
88th Avenue Arch Construction	$250,000									
West End Gateway	$50,000									
West End Brick Road 100% Design		$742,000								
Middle School 100% Design and Permitting							$852,750	$284,250		
Camano Street Construction			$1,500,000							
East End 30% Road Design			$360,000							
88th Avenue Power and Lighting (SR 532-VW)		$219,000								
West End Brick Road Construction			$3,710,000	$1,590,000						
Middle School Road Construction								$5,700,000		
88th Ave Power (VW - 270th)						$140,000				
East End 100% Road Design and Permitting				$700,000	$140,000					
East End Traffic Calming Design & Improve'ts	$250,000									
East End Road Construction					$3,000,000	$3,000,000				
County Store Segment Design & Construction						$122,000				
270th / 271st Street Triangle									$660,000	$3,000,000
City Hall Commercial District Design								700,000		
City Hall Commercial District Construction									3,090,000	
Total:	$1,224,000	$1,976,000	$5,570,000	$2,290,000	$3,140,000	$3,140,000	$852,750	$6,684,250	$3,750,000	$3,000,000

5-Year Project Cost Estimate:	$14,200,000
10-Year Project Cost Estimate:	$31,627,000

Note: Parks are not included; With parks capital project

Comments:
1. Proritizes West and East End Design and Construction in First 6 Years
2. Coordinates 92nd Avenue Construction with Viking Way Phase 2
3. Pushes Middle School Segment to 10-Year CIP

Twin City Mile Implementation

	Cost by Year																			
Project Element	***2023***	***2024***	***2025***	***2026***	***2027***	***2028***	***2029***	***2030***	***2031***	***2032***	***2033***	***2034***	***2035***	***2036***	***2037***	***2038***	***2039***	***2040***	***2041***	***2042***
West End Brick Road 30% Design	$318,000																			
Camano Street 100% Design and Permitting		$270,000																		
92nd Avenue 100% Design and Permitting	$171,000																			
92nd Avenue Construction	$155,000	$700,000																		
92nd Avenue Power		$45,000																		
East End Concept Designs & Traffic Calming	$30,000																			
88th Avenue Arch Construction	$250,000																			
West End Gateway	$50,000																			
West End Brick Road 100% Design			$742,000	$742,000																
Middle School Phase 1 Design and Permitting								$375,000												
Camano Street Construction			$1,500,000																	
East End 30% Road Design					$360,000															
88th Avenue Power and Lighting (SR 532-VW)		$219,000																		
West End Brick Road Construction				$1,590,000	$3,710,000															
Middle SchoolPhase 1 Road Construction									$1,880,000											
88th Ave Power (VW - 270th)						$140,000														
East End 100% Road Design and Permitting					$140,000	$700,000														
East End Traffic Calming Design & Improve'ts	$250,000																			
East End Road Construction						$1,500,000	$4,500,000													
County Store Segment Design & Construction							$122,000													
270th / 271st Street Triangle									$660,000	$3,000,000										
Middle School Phase 2 Design and Permitting											$162,000	$600,000								
Middle School Phase 2Construction													$4,000,000							
City Hall Commercial District Design														700,000						
City Hall Commercial District Construction															3,090,000					
Total:	$1,224,000	$1,234,000	$2,242,000	$2,332,000	$4,210,000	$2,340,000	$4,622,000	$375,000	$2,540,000	$3,000,000	$162,000	$600,000	$4,000,000	$700,000	$3,090,000	$0				

5-Year Project Cost Estimate:	$11,242,000
10-Year Project Cost Estimate:	$24,119,000
20-Year Project Cost Estimate:	$32,671,000

Note: Parks are not included; With parks capital project

Comments:
1. Proritizes West and East End Design and Construction in First 6 Years
2. Coordinates 92nd Avenue Construction with Viking Way Phase 2
3. Middle School Segment is Broken into 2 Phases for 10 and 20 Year CIP

CITY OF STANWOOD
PUBLIC WORKS/PARKS COMMITTEE
AGENDA STAFF REPORT

ITEM NUMBER: **2**

DATE: October 3, 2022

SUBJECT: Dish Wireless LLC Lease Agreement

FROM: Patricia Love, Community Development Director

ATTACHMENTS: A: NONEXCLUSIVE SITE LEASE AGREEMENT

PURPOSE

The Public Works Committee is being asked to review and provide input and direction to staff on a site lease agreement (Attachment A) with Dish Wireless LLC.

BACKGROUND

DISH proposes the development of a new wireless communications facility (WCF) in the City of Stanwood at 7620 278TH PL NW. The communications facility will be one of the nation's first 5G networks. Once constructed, the facility will increase internet speeds and availability, improve the reliability and capacity of service. They are wanting to use magnets plates to flush-mount antennas on the side wall of an existing city-owned water tank.

As part of the project, DISH Wireless is requesting a non-exclusive 35' x 45' easement from the City on the southeast corner of the parcel. DISH Wireless shall use the space to install a concrete pad to install an equipment cabinet with conduit and underground cable feeding six (6) new antennas attached to the existing water tower.

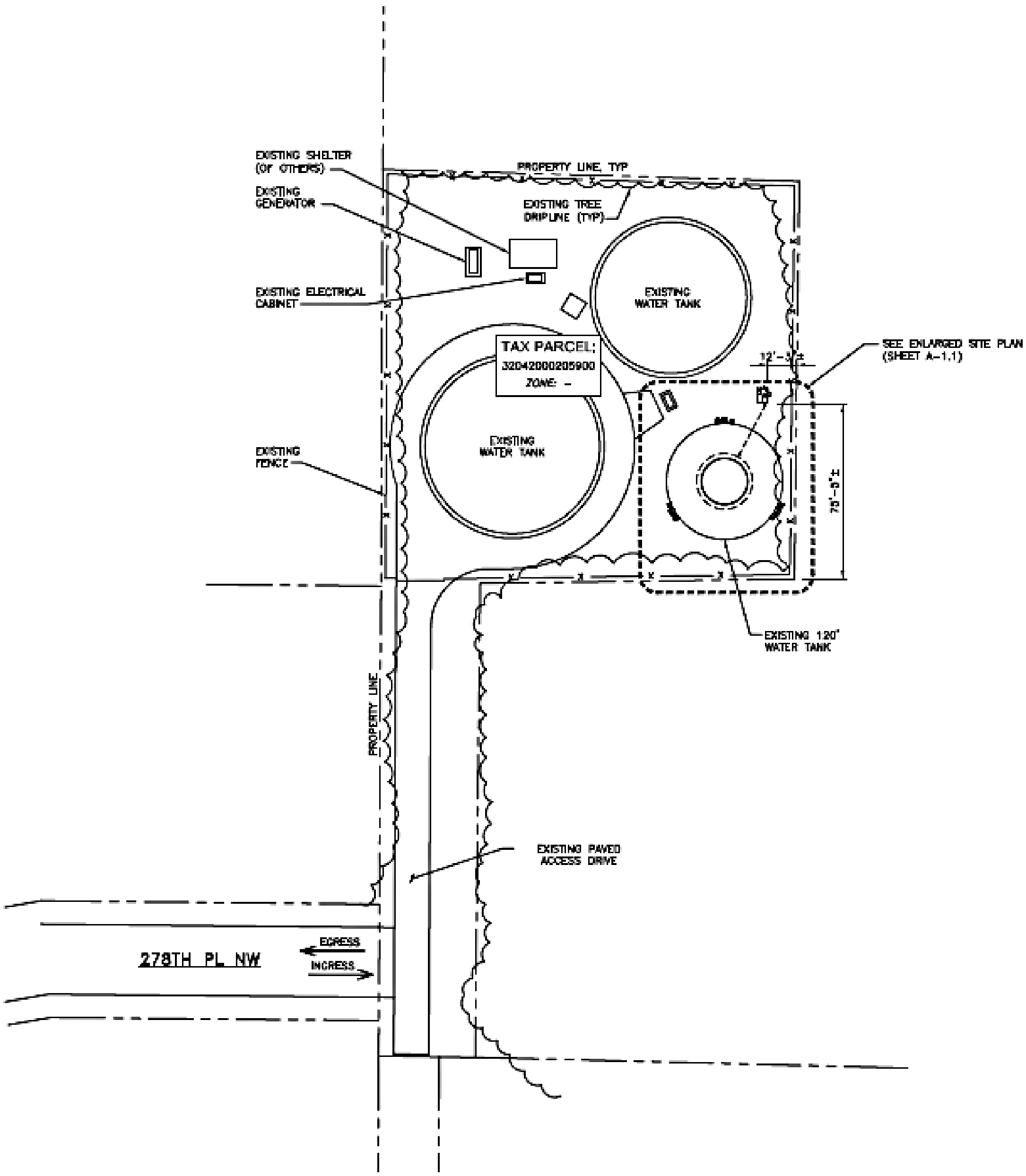
Location of Request:

DISH Wireless
Utility Easement Request

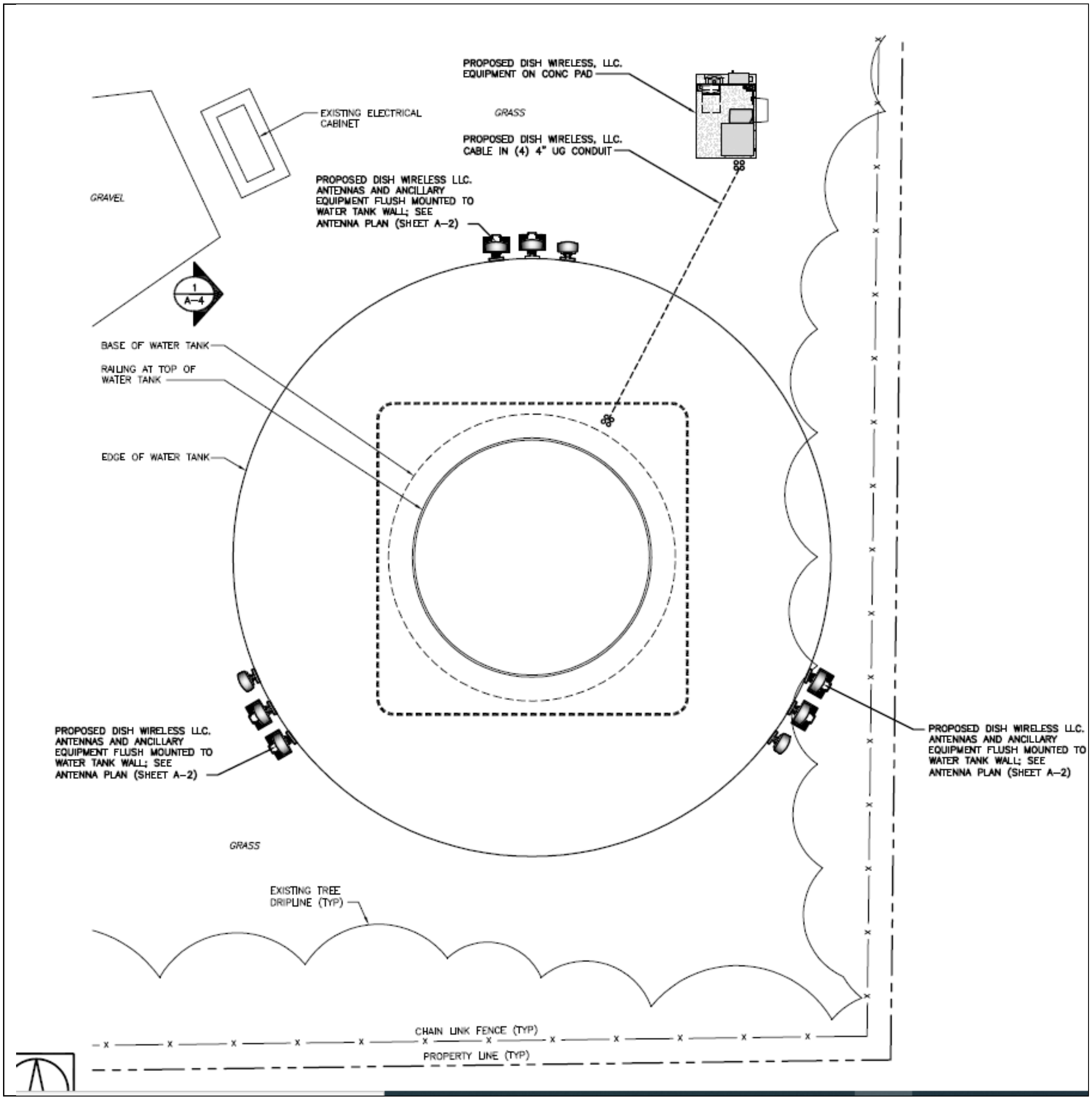
Size: 35' by 45'
APN: 32042000205900
Purpose: DISH Antennas, Cable, Ground Mounted Equipment

Vicinity Map

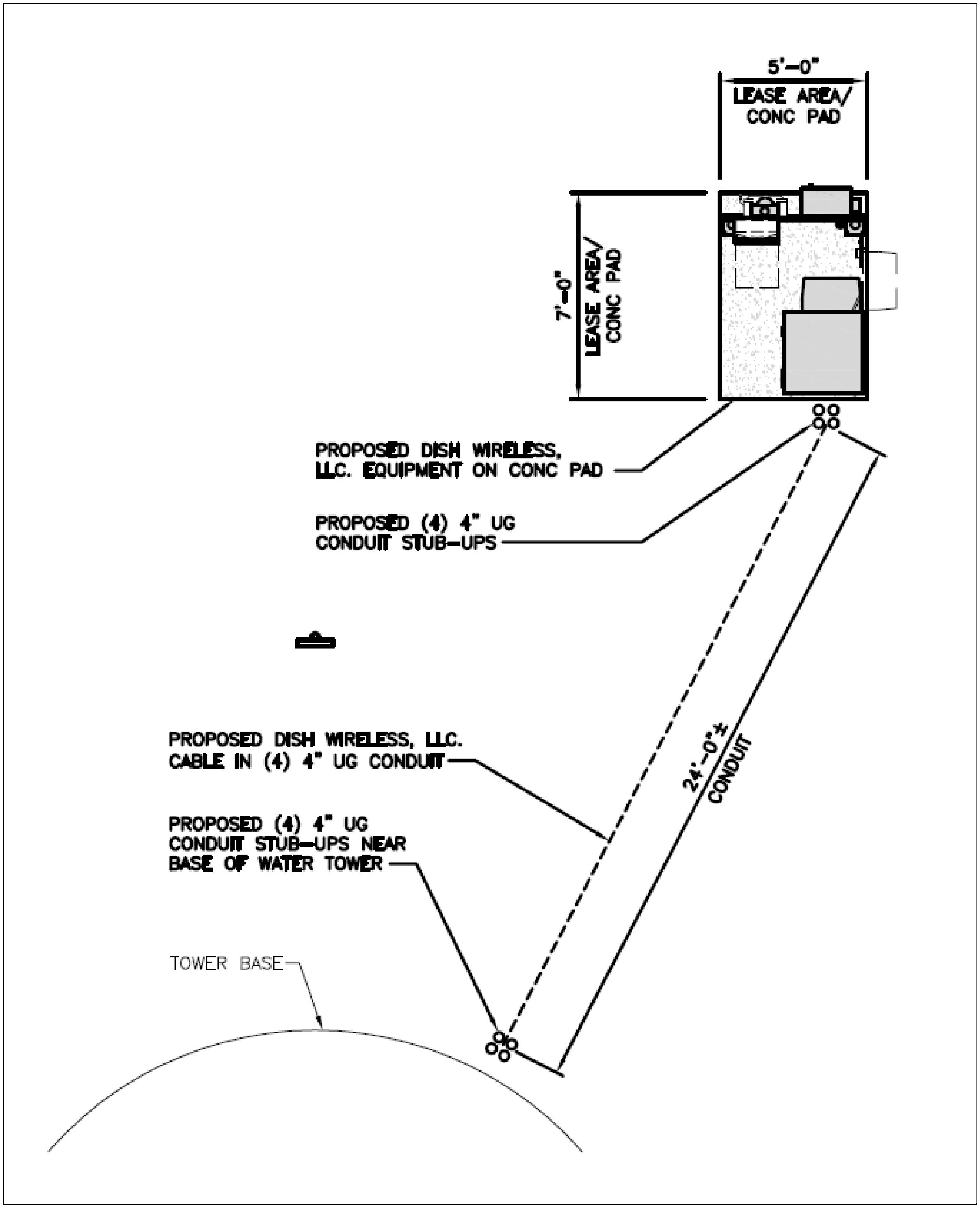
Site Plan and Project Details:



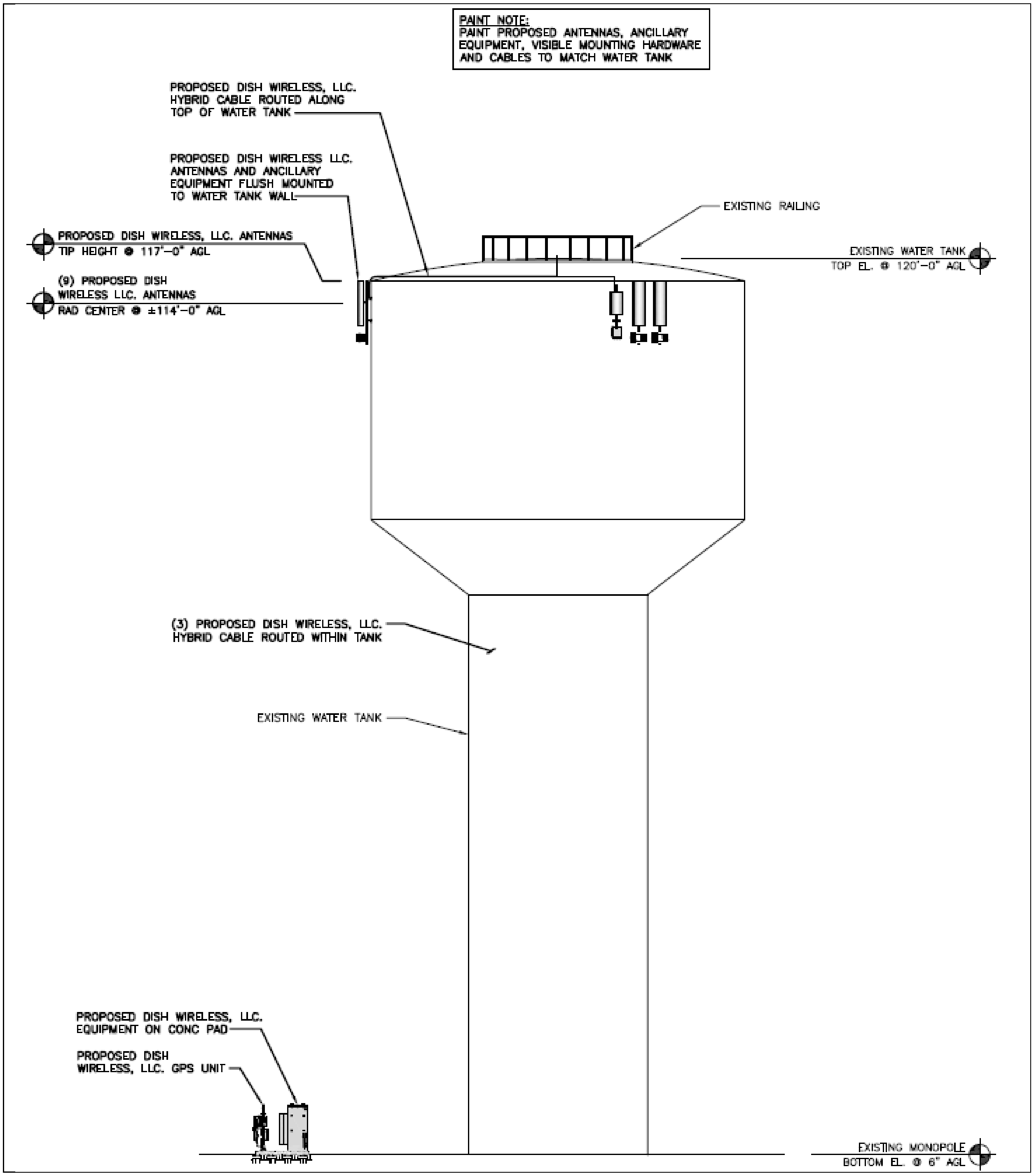
Attachment Details:



Cabinet Details:



Elevation Detail:



Project Example:

Criteria Analysis:
Prior to making a recommendation to the City Council or Mayor to grant an easement, the easement request is reviewed against the below listed criteria.

Criteria #1: The easement provides a benefit to the residents of Stanwood.

City Response: DISH Wireless is leading the nation in developing an equitable 5G network and has selected Stanwood as one of its pilot locations. The intent of the project is to improve the reliability and speed of internet. The project will result in faster internet speeds for DISH Wireless users within the vicinity of the site, including Stanwood residents.

Access to the site is limited to municipal personnel to maintain the water towers. The location of the equipment is not visible to the public and would not impact vistas, views, pathways, or City operations.

Criteria #2: The easement request does not conflict or interfere with future city projects

City Response: City staff conducted a review of the City's existing Comprehensive Plans to determine if there are any conflicts with existing or future plans: Stormwater, Sewer, Water, and Transportation. The graphics below show the location of the proposed easement in relationship to city infrastructure.

Stormwater: No conflicts with existing infrastructure or future stormwater projects.

Sewer: No conflicts with existing infrastructure; there is an existing sewer line under an adjacent access road which will not be affected by the project.
Water: No conflicts with existing infrastructure. There is a 12" water line located adjacent to the access road which will not be affected by the project.

Transportation: No conflicts with existing or proposed road or sidewalk projects. Construction will not impact public paths or roadways.

2015 Stormwater Comprehensive Plan

Drainage Concern Areas
and
Capital Improvement Project List

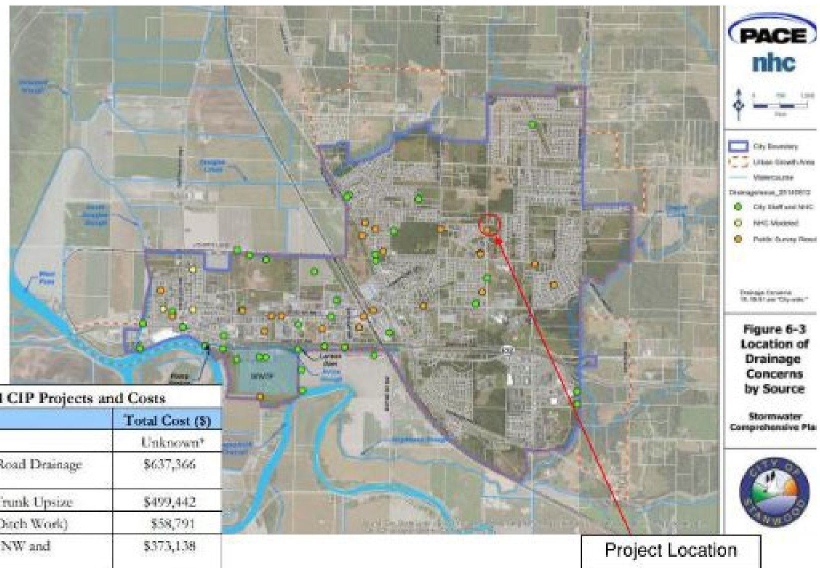
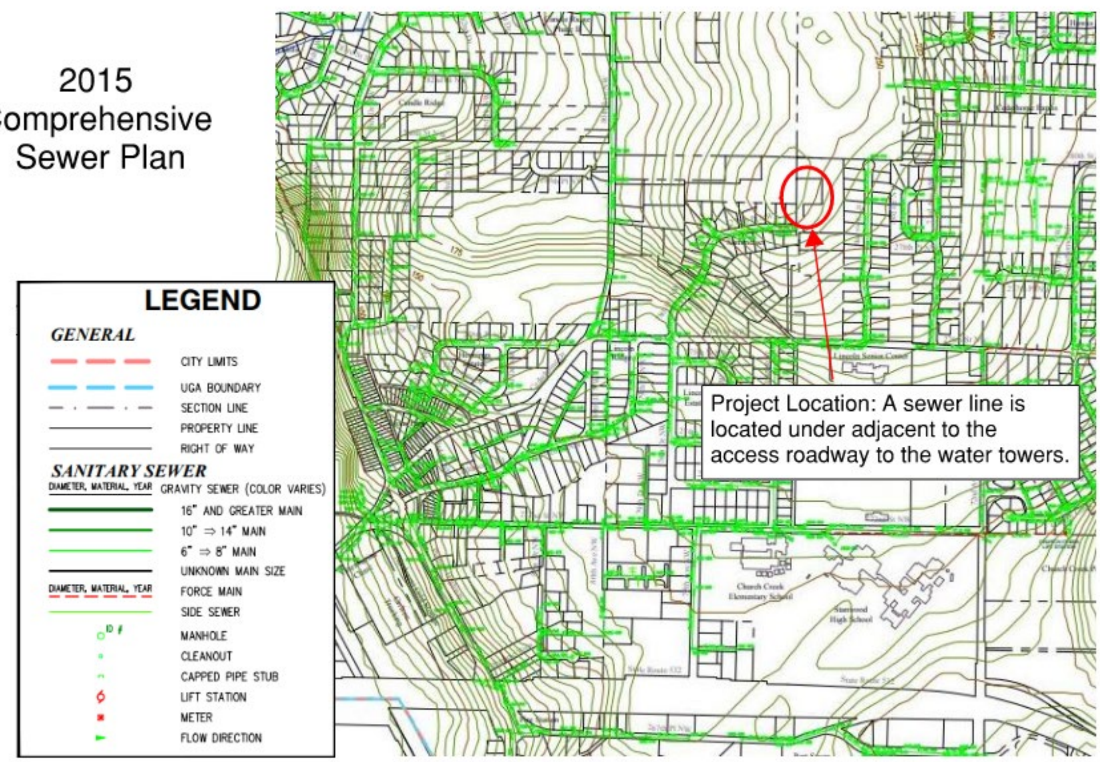


Table 6-4: City of Stanwood - Summary of Recommended CIP Projects and Costs

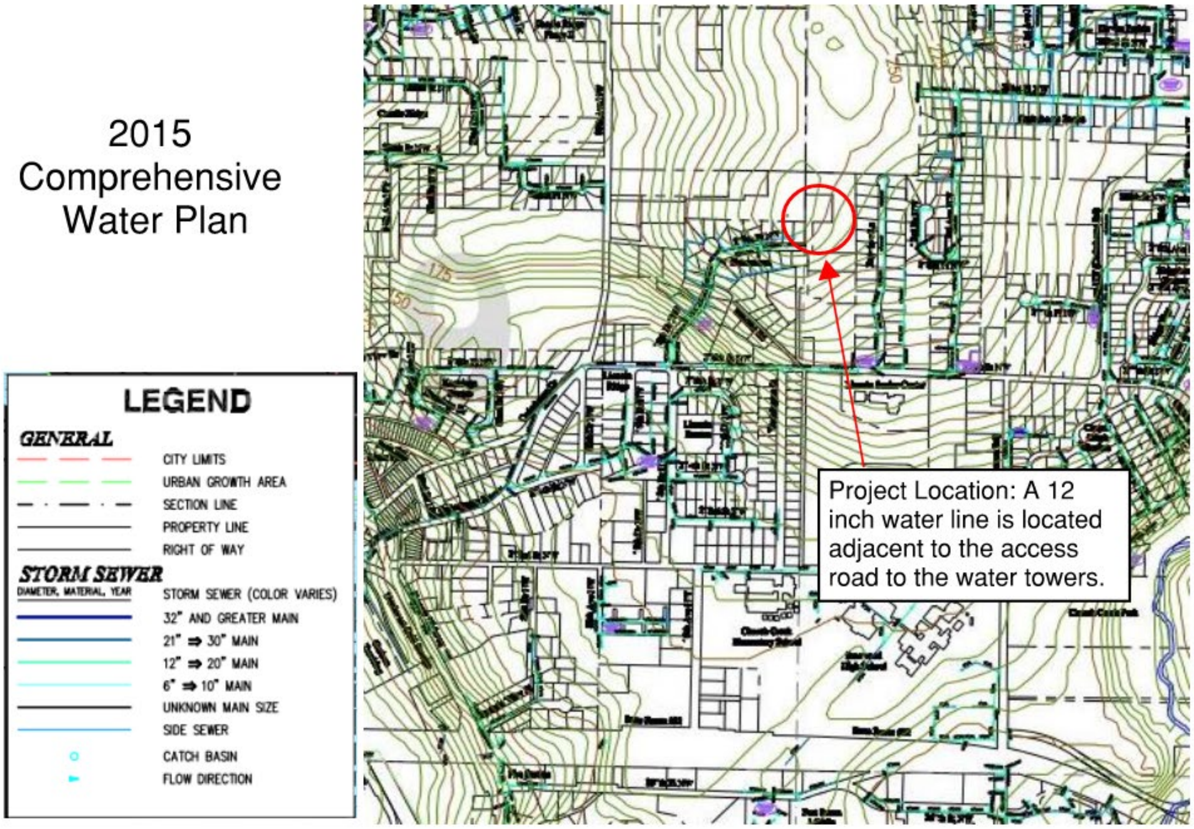
CIP Project	Project Name	Total Cost ($)
#1	Irvine Slough Stormwater Separation Project	Unknown*
#2	92nd Ave at SR 532 Pipe Replacement & Lovers Lane Road Drainage Improvements	$637,366
#3	271st Street NW, 102nd Avenue, and 270th Street NW Trunk Upsize	$499,442
#4	276th Pl. and Pioneer Hwy Drainage Improvements (Ditch Work)	$58,791
#5	270th Street NW Improvements, between 88th Avenue NW and Florence/resurfacing	$373,138
#6	Augusta Street Pipe Upsize	$292,915
#7	101st Avenue, 102nd Drive and 103rd Drive Improvement	$2,111,928
	(Optional) with 271st Street NW Pipe Upsize	$3,248,524
#8	271st Street NW at Florence Rd. Pipe Upsize	$158,642
#9	7 Tiny Tubes; Old Stillaguamish Flood Release Culvert Slip Line	$144,190
#10	85th Drive Drainage Improvements	$788,635
	TOTAL:	$8,313,571

Total CIP Cost: $ 8.31M for CIPs #2 through #10, without the ISSSP (CIP #1)

2015 Comprehensive Sewer Plan

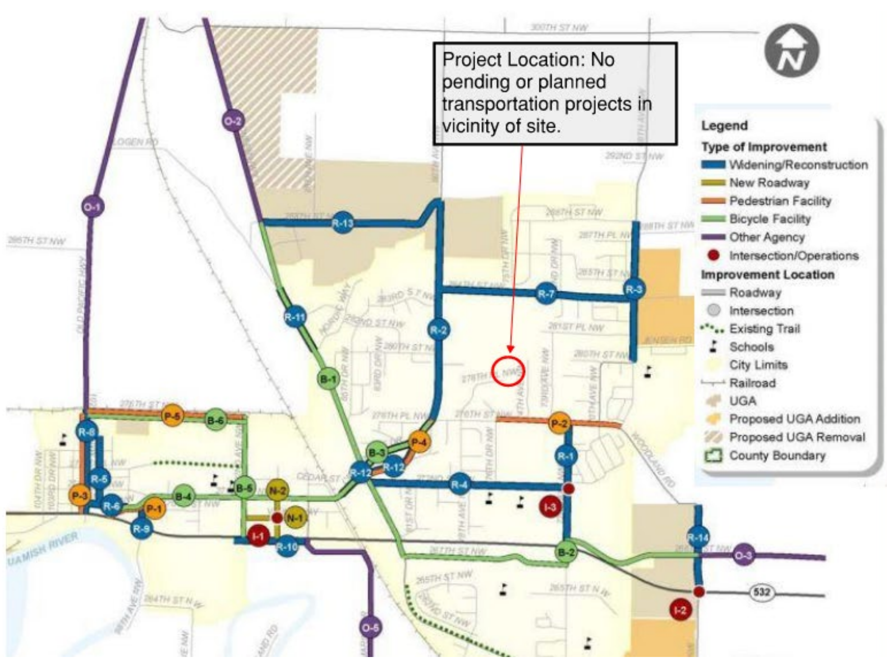


2015 Comprehensive Water Plan



2015 Transportation Plan

Transportation Improvement Projects



Criteria #3: The easement is not in conflict with any other public overlay easement or restrictive covenant

City Response: There are no conflicts with public overlay easement or restrictive covenants.

Criteria #4: The easement does not limit access or public use of the property by the City or city residents

City Response: There will be no impact to surrounding properties after the antennas and associated equipment have been installed. The site is only accessible to municipal staff and DISH technicians. There will be no impacts nearby traffic, walking paths, or views.

Criteria #5: The easement does not limit or interfere with the any existing public works maintenance operations

City Response: This application is for a non-exclusive easement. The addition of DISH Wireless equipment will not interfere with Public Works standard maintenance activities. Access to the site and water towers will be maintained at all times. Public Works has reviewed this application and confirmed that antenna attachment to the tank is permissible.

Easement Terms:

The draft easement has been reviewed by staff and the City Attorney: all of which are recommending approval. The easement:

- Provides a non-exclusive right to use a 35 X 45 square foot area for the purpose of installing an electrical cabinet, power lines and conduits on city owned property.
- Dish is responsible for providing independent electrical service to their equipment; stubs are available to site.
- The total term of the agreement is for 25 years in 5-year intervals.
- Dish will pay the City $2,500.00 per month for the lease payment.
- Access to and from the site must be coordinated with Public Works staff. In the event of an emergency and off-hours access is required Dish will pay the overtime costs to access the site.
- In the event that there is substantial damage to the water towner, Dish may terminate the lease agreement or add a mobile structure to the site at an agreeable location.
- City is responsible for maintenance of the water tower; Dish is responsible to maintenance of their equipment.
- City and DISH attorneys have agreed upon language for surrender, defaults, indemnification, insurance and warranties.

FISCAL IMPACT

The tenant will pay the city rent for the premises in the amount of $2,500.00 per month plus any leasehold excise tax due.

RECOMMENDATION

1. Recommend bringing the lease agreement to City Council on October 13^{th}, 2022.
2. Send back to staff for changes
3. Do not move forward with lease agreement

NONEXCLUSIVE SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between City of Stanwood having a place of business at 10220 270th St NW, Stanwood, WA 98292 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

WITNESSETH:

1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Permitted Modifications**" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"**Property**" means that certain parcel of real property upon which the Structure is located.

"**Structure**" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 7620 278TH PL NW, Stanwood, WA 98292, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 500 square feet of space for the use and operation of its facilities as such are initially described or shown in Exhibit B, collectively referred to as the **"Premises**". Landlord also grants to Tenant: (a) the right to obtain electrical service and/or fiber service from utility providers using previously installed infrastructure located at the Property to support Tenant's Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises, including, but not limited to, the utility easement identified in Exhibit B. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s). However, if, despite the Parties' good faith efforts, no agreement can be made as to such location, Landlord shall not be determined to be in breach of this Agreement and shall not be liable for any of Tenant's (or Tenant's affiliates, employees, officers, agents or lenders) costs, expenses, or damages of any kind, and Tenant shall have the right to terminate this Agreement by written notice to Landlord.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least one hundred twenty (120) days prior to the end of the then-current Term. Notwithstanding the foregoing, after the second Renewal Term, the Landlord shall have the right to terminate the Lease by delivering written notice of termination at least three hundred sixty-five (365) days prior to the effective termination date. The Parties agree that, *subject to the Contingencies*, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars ($2,500.00) per month, plus any leasehold excise tax due. The first Rent payment shall be made within thirty (30) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. Effective the first day of each Renewal Term, Rent shall be automatically increased by ___%. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals.~~–~~If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Design, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property at Tenant's sole expense and upon receipt of Landlord's written approval which shall not be unreasonably withheld.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises at such days and times as mutually agreed upon by the parties week and at no additional cost or expense to Tenant. The Structure and Premises are part of the City's water system. Unrestricted access is infeasible. In the event that Tenant requires emergency access during non-business hours, Tenant shall be responsible for any overtime incurred by the City in making staff available to accommodate Tenant needs.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

3.4 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Structure is destroyed, damaged or otherwise unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Structure cannot be restored, or rebuilt, by Landlord within sixty (60) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion), then Tenant may elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders. Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Structure as soon as possible under the circumstances. In the event Tenant does not elect to terminate this Agreement and Landlord elects to restore or repair the Structure, and if such restoration or repair cannot reasonably be undertaken without moving Tenant's Equipment, then Tenant may remove Tenant's Equipment from the Structure, thereafter replacing Tenant's Equipment on the Structure as soon as reasonably possible if commercially reasonable under the circumstances. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith provided that a temporary location is reasonably available (with no abatement of Rent) until such time that the affected facility is replaced or otherwise restored to a condition fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion).

3.5 Design. Tenant shall comply with any and all design and concealment requirements put in place by the City as of the Effective Date, including but not limited to the requirement that the equipment placed on the Structure and Premises blend in with its surroundings.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may not use or and make modifications to the Premises' electrical system. Pursuant to Section 2.1, Tenant may obtain service from any utility provider serving, or capable of serving, the Premises at Tenant's sole expense and subject to the prior approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim. Tenant shall be liable to Landlord for any and all costs incurred in discharging a lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). Notwithstanding the foregoing, in the event Landlord determines that it is necessary to install equipment to serve the City's water system that may interfere with Tenant's equipment, then Landlord shall deliver at least 90 days prior written notice to Tenant and the parties shall cooperate in good faith to determine a suitable relocation premises for Tenant's equipment. If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall use commercially reasonable efforts to cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that: (i) its operation of the Structure and Property (exclusive of Tenant's Equipment), including, without limitation, any required or advisable lighting systems, currently complies with, and will be maintained throughout the Term of this Agreement in accordance with, all Applicable Laws. Landlord shall at all times throughout the Term maintain, at its sole cost and expense, the Structure and the Property, including, without limitation, the lighting systems, transmission lines, equipment and building(s) in good operating condition. In no event shall Landlord access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will **continue to** accrue during the Equipment Removal Period. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Indemnification.

9.1 Tenant's Indemnity. Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except to the extent that such claim, suit, action, liability, injury, death, loss or damage shall have been occasioned by the breach, negligence or misconduct of the Landlord or its officers, directors, shareholders, employees, contractors, agents, representatives, or invitees. This waiver has been mutually negotiated and agreed to by the Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Lease.

9.2 Landlord's Indemnity. Except to the extent prohibited by law or sovereign immunity or caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: ((i) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (ii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives.

9.3 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance. [Remains Subject to Review]

10.1 Tenant Obligations.

A. Insurance Term

The Tenant 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 Tenant's operation and use of the leased Premises.

B. No Limitation

The Tenant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Tenant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

2. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance

The Tenant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

The Tenant's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Tenant shall furnish the Landlord with certificates evidencing the insurance requirements of the Tenant.

H. Waiver of Subrogation

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the Property and hereby waive any right of subrogation that may exist. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. Landlord's Property Insurance

Landlord shall retain its WCIA (or other similar risk pool) coverage for Property and improvements located thereon for full replacement value without any coinsurance provisions. ~~Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than $1,000,000 per occurrence and $2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.~~

J. Notice of Cancellation

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving thirty business days notice to the Tenant to correct the breach, terminate the Lease 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 Landlord on demand.

L. Intentionally omitted.

M. Intentionally omitted.

N. Landlord Full Availability of Tenant Limits

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

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d)[intentionally omitted]; (e) to the extent required by law, Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed provided that Tenant is not in default under this Agreement beyond any applicable notice and cure period. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state Washington in which the Premises is located. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:
City of Stanwood
Attn: TBD

If by courier service:
10220 270th St NW
Stanwood, WA 98292

If by first-class certified mail:
10220 270th St NW
Stanwood, WA 98292

If by email:
Email address: __________

If to be given to Tenant:
DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:	**TENANT:**
City of Stanwood	**DISH WIRELESS L.L.C.**
By: ___________________________________	By: ___________________________________
Name: ___________________________________	Name: ___________________________________
Its: ___________________________________	Its: ___________________________________
Date: ___________________________________	Date: ___________________________________

LANDLORD'S ACKNOWLEDGMENT

STATE OF _______________

COUNTY OF _____________

On this _______ day of _______________, 20___, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared ________________________(person/company) to me known to be the identical person who executed the within and foregoing instrument as its __________(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _________________(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

____

Notary Public

My Commission Expires:_____________

Commission No:___________________

DISH'S ACKNOWLEDGMENT

STATE OF _________________________

COUNTY OF_______________________

On this ______ day of __________, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _______________________________ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _________(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Purchasing Corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

____

Notary Public

My Commission Expires:_____________Commission No:__________________

NONEXCLUSIVE SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between City of Stanwood having a place of business at 10220 270th St NW, Stanwood, WA 98292 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

WITNESSETH:

1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Permitted Modifications**" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"**Property**" means that certain parcel of real property upon which the Structure is located.

"**Structure**" means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 7620 278TH PL NW, Stanwood, WA 98292, as more particularly described in Exhibit A. Landlord leases to Tenant approximately 500 square feet of space for the use and operation of its facilities as such are initially described or shown in Exhibit B, collectively referred to as the **"Premises"**. Landlord also grants to Tenant: (a) the right to obtain electrical service and/or fiber service from utility providers using previously installed infrastructure located at the Property to support Tenant's Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises, including, but not limited to, the utility easement identified in Exhibit B. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s). However, if, despite the Parties' good faith efforts, no agreement can be made as to such location, Landlord shall not be determined to be in breach of this Agreement and shall not be liable for any of Tenant's (or Tenant's affiliates, employees, officers, agents or lenders) costs, expenses, or damages of any kind, and Tenant shall have the right to terminate this Agreement by written notice to Landlord.

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least one hundred twenty (120) days prior to the end of the then-current Term. Notwithstanding the foregoing, after the second Renewal Term, the Landlord shall have the right to terminate the Lease by delivering written notice of termination at least three hundred sixty-five (365) days prior to the effective termination date. The Parties agree that, *subject to the Contingencies*, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars ($2,500.00) per month, plus any leasehold excise tax due. The first Rent payment shall be made within thirty (30) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. Effective the first day of each Renewal Term, Rent shall be automatically increased by ___%. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Design, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property at Tenant's sole expense and upon receipt of Landlord's written approval which shall not be unreasonably withheld.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises at such days and times as mutually agreed upon by the parties week and at no additional cost or expense to Tenant. The Structure and Premises are part of the City's water system. Unrestricted access is infeasible. In the event that Tenant requires emergency access during non-business hours, Tenant shall be responsible for any overtime incurred by the City in making staff available to accommodate Tenant needs.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

3.4 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Structure is destroyed, damaged or otherwise unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Structure cannot be restored, or rebuilt, by Landlord within sixty (60) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion), then Tenant may elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders. Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Structure as soon as possible under the circumstances. In the event Tenant does not elect to terminate this Agreement and Landlord elects to restore or repair the Structure, and if such restoration or repair cannot reasonably be undertaken without moving Tenant's Equipment, then Tenant may remove Tenant's Equipment from the Structure, thereafter replacing Tenant's Equipment on the Structure as soon as reasonably possible if commercially reasonable under the circumstances. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith provided that a temporary location is reasonably available (with no abatement of Rent) until such time that the affected facility is replaced or otherwise restored to a condition fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion).

3.5 Design. Tenant shall comply with any and all design and concealment requirements put in place by the City as of the Effective Date, including but not limited to the requirement that the equipment placed on the Structure and Premises blend in with its surroundings.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may not use or and make modifications to the Premises' electrical system. Pursuant to Section 2.1, Tenant may obtain service from any utility provider serving, or capable of serving, the Premises at Tenant's sole expense and subject to the prior approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim. Tenant shall be liable to Landlord for any and all costs incurred in discharging a lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). Notwithstanding the foregoing, in the event Landlord determines that it is necessary to install equipment to serve the City's water system that may interfere with Tenant's equipment, then Landlord shall deliver at least 90 days prior written notice to Tenant and the parties shall cooperate in good faith to determine a suitable relocation premises for Tenant's equipment. If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall use commercially reasonable efforts to cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that: (i) its operation of the Structure and Property (exclusive of Tenant's Equipment), including, without limitation, any required or advisable lighting systems, currently complies with, and will be maintained throughout the Term of this Agreement in accordance with, all Applicable Laws. Landlord shall at all times throughout the Term maintain, at its sole cost and expense, the Structure and the Property, including, without limitation, the lighting systems, transmission lines, equipment and building(s) in good operating condition. In no event shall Landlord access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will **continue to** accrue during the Equipment Removal Period. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Indemnification.

9.1 Tenant's Indemnity. Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except to the extent that such claim, suit, action, liability, injury, death, loss or damage shall have been occasioned by the breach, negligence or misconduct of the Landlord or its officers, directors, shareholders, employees, contractors, agents, representatives, or invitees. This waiver has been mutually negotiated and agreed to by the Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Lease.

9.2 Landlord's Indemnity. Except to the extent prohibited by law or sovereign immunity or caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: ((i) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (ii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives.

9.3 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance. [Remains Subject to Review]

10.1 Tenant Obligations.

A. Insurance Term

The Tenant 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 Tenant's operation and use of the leased Premises.

B. No Limitation

The Tenant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Tenant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

2. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance

The Tenant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

The Tenant's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Tenant shall furnish the Landlord with certificates evidencing the insurance requirements of the Tenant.

H. Waiver of Subrogation

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the Property and hereby waive any right of subrogation that may exist. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. Landlord's Property Insurance

Landlord shall retain its WCIA (or other similar risk pool) coverage for Property and improvements located thereon for full replacement value without any coinsurance provisions.

J. Notice of Cancellation

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving thirty business days notice to the Tenant to correct the breach, terminate the Lease 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 Landlord on demand.

L. Intentionally omitted.

M. Intentionally omitted.

N. Landlord Full Availability of Tenant Limits

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

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d)[intentionally omitted]; (e) to the extent required by law, Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed provided that Tenant is not in default under this Agreement beyond any applicable notice and cure period. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1)

Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state Washington in which the Premises is located. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:
City of Stanwood
Attn: TBD

If by courier service:
10220 270th St NW
Stanwood, WA 98292

If by first-class certified mail:
10220 270th St NW
Stanwood, WA 98292

If by email:
Email address: _________

If to be given to Tenant:
DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.13 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 Attorneys' Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:	**TENANT:**
City of Stanwood	**DISH WIRELESS L.L.C.**
By: ___________________________________	By: ___________________________________
Name: ___________________________________	Name: ___________________________________
Its: ___________________________________	Its: ___________________________________
Date: ___________________________________	Date: ___________________________________

LANDLORD'S ACKNOWLEDGMENT

STATE OF _______________

COUNTY OF _____________

On this _______ day of _______________, 20___, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared ________________________(person/company) to me known to be the identical person who executed the within and foregoing instrument as its __________(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _________________(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

____

Notary Public

My Commission Expires:_____________

Commission No:___________________

DISH'S ACKNOWLEDGMENT

STATE OF _________________________

COUNTY OF_______________________

On this ______ day of __________, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _______________________________ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _________(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Purchasing Corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

____

Notary Public

My Commission Expires:_____________Commission No:__________________