City of Stanwood

City Council Packet

Stanwood City Council
Regular Meeting

Thursday, March 23, 2023

AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, March 23, 2023 – 7:00 p.m.

Stanwood-Camano School District, Admin. Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Members of the public may attend Stanwood City Council meetings
in-person at the address above, or Via Zoom.
Instructions to join the meeting by telephone or online are posted on the
City Website **https://www.stanwoodwa.org**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **PRESENTATIONS**
   Waste Management Presentation by Han Kirkland, Public Sector Manager
5. **PUBLIC COMMENTS**
   Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting via this link: https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61; verbal comments may be provided in-person, or online via Zoom, call 360-454-5213 for assistance.
6. **STAFF / DEPARTMENT REPORTS**
7. **COUNCIL COMMITTEE REPORTS**
   a. Community Development Committee Meeting Minutes – March 2, 2023
   b. Planning Commission Meeting Minutes – February 13, 2023
   c. Public Works Committee Meeting Minutes – March 6, 2023
   d. Finance Committee Meeting Minutes – February 23, 2023
   e. Public Safety Committee Meeting Minutes – March 9, 2023
8. **CONSENT AGENDA**
   a. Approve Vouchers and Payroll Checks
   b. Approve City Council Regular Meeting Minutes – March 9, 2023
   c. Approve Second Utility Account Water Leak Adjustments
9. **UNFINISHED BUSINESS**
   a. Third Reading and Adoption – 1512 SMC Title 1 General Provisions
   b. Third Reading and Adoption – 1513 SMC Title 2 Personnel
   c. Third Reading and Adoption – 1514 SMC Title 4 Administration
10. **PUBLIC HEARING**
11. **NEW BUSINESS**
    a. Discuss the Six Year Transportation Improvement Plan 2024-2029
    b. Authorize the Mayor to Sign a Lease Agreement with Dish Wireless
    c. Authorize the Mayor to Sign a Contract with Restorical Research
    d. Authorize the Mayor to Sign a Contract Amendment with Maul Foster Alongi
    e. Authorize the Mayor to Sign a Lease Agreement with the Department of Natural Resources
    f. Authorize the Mayor to Execute a Purchase with American Ramp Company
12. **PUBLIC CLOSING COMMENTS**
13. **EXECUTIVE/LEGISLATIVE REPORTS**
    a. Mayor's Report
    b. City Administrator's Report
    c. Councilmember Reports/Questions
14. **RECESS TO EXECUTIVE SESSION:** None Scheduled at this time
15. **ADJOURN**

Upcoming Meetings:
April 13, 2023, Regular City Council Meeting 7:00pm
April 27, 2023, Regular City Council Meeting 7:00pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **4**

DATE: March 23, 2023

SUBJECT: Waste Management Annual Report

CONTACT PERSON: Han Kirkland
Public Sector Manager

ATTACHMENTS: A – Annual Report
B – Stanwood Appendix

SUMMARY STATEMENT

Public Sector Manager Han Kirkland will be providing an annual overview of the Waste Management services.

2022 ANNUAL REPORT

STANWOOD







"**WM** is honored to be the City of Stanwood's chosen environmental services provider for another 10 years. From our frontline drivers and our contract manager to our partners in the City, thank you for another 10 years of partnership!"

Rob Rutledge

District Manager,
WM Skagit Hauling Site

New Contract Implementation May 1, 2022

WM is excited to continue our partnership with the City of Stanwood for another 10 years. The new contract included fully carted garbage services, low-income senior or disabled person rates, weekly food and yard waste services, and an improved inclement weather recovery plan. WM launched a campaign to increase customer engagement. For each customer who signed up for notification preferences, paperless billing, automatic payments, or downloaded the WM mobile app, WM pledged to donate $1 to the Stanwood Camano Food Bank, up to $1,000.



Skagit Hauling Site District Manager Rob Rutledge, Leila Swier at the Stanwood Camano Food Bank and WM Public Sector Manager Han Kirkland.



Ashton, WM Recycle Corps intern, engaged customers at the Stanwood and Camano Fair.

Community Engagement Event

WM continues to engage with the local community in Stanwood on the best practices for waste reduction. The WM Recycle Corps interns attended the Stanwood and Camano Fair this summer with our recycling information station, complete with games, prizes and informational resources. We spoke with residents of all ages about ways to recycle right and how to reduce environmental impacts by reducing, reusing and recycling.

Virtual Recycling Center Tours

The Cascade Recycling Center (CRC) and JMK Fibers Recycling Center (JMK) are WM's local sorting facilities which separate commingled recyclables to prepare them for a second – or even a 10th– life. Our customers often wonder what happens to their recyclables after they're collected. We have been giving CRC tours for years but due to Covid, we began offering virtual tours to school groups, city employees, elected officials, and residents. On our tours, we explain the meaning behind recycling lists and what happens to the materials once they leave our facility. We also discuss the importance of keeping recycling carts free of plastic bags and other tanglers including garden hoses and holiday lights. Our tours are about connecting with our customers and exploring all the ways we can make our communities more sustainable. In November 2022, the CRC began a major upgrade to increase diversion and lower contamination through advanced technology, such as the installation of new additional optical sorters. The upgrade will take place over several months but during this time, our education and outreach team will continue to provide virtual tours.

On American Recycles Day 2022, WM announced a $56 million investment in recycling technology across Washington state to increase diversion and lower contamination through advanced technology. For JMK, this included a $7 million investment, following significant upgrades in 2019 which brought additional paper screens, optical sorters, and a second plastic sorter. For CRC, a $34 million rebuild began in November which will equip the facility with the most technically advanced optical sorting, ballistic separators, volumetric scanners, and more.

WM's outreach team didn't let the construction slow them down. As the facilities underwent these exciting upgrades, the team continued to provide local recycling education by offering virtual tours from the comfort of customers' homes.



WM employees sorting materials at the CRC.

Circular Economy Today for a Sustainable Tomorrow



Mary Evans
Public Sector
Solutions Director

WM is proud to help keep our partner communities clean and green. For years, we've been working for a sustainable tomorrow with goals for greenhouse gas emissions reduction, diversity and inclusion, community engagement and recycling. In 2022, we raised our ambitions even higher to prioritize a circular economy.

In November, WM announced plans to invest $56 million to advance our recycling technology at three material recovery facilities (MRFs) serving our communities across Washington State and North Idaho. These projects are part of WM's companywide plan to invest $800 million in recycling infrastructure through 2025, including automating existing facilities and developing new facilities.

With the demand for recycled products expected to rise, the investment will enable WM to capture more recycled materials and increase access to recycling for all our customers. WM's $56 million investment in Washington state will rebuild our Cascade Recycling Center (CRC) in Woodinville, and upgrade JMK Fibers in Tacoma and the Spokane Materials and Recycling Technology (SMaRT) Center with new state-of-the-art technology.

These innovations will reduce contamination and enable more recyclables to be processed to meet stringent quality standards, so manufacturers can make them into new products. The investment will bring greater efficiency through technology and automation.

When people recycle right, materials have a second life. Think new paper, cardboard, soup cans, water bottles and even park benches and clothing. A circular economy keeps materials in circulation as long as possible through product design, recycling technology and new markets for recycled materials. This reduces waste, creates jobs and builds economic resiliency.

We couldn't do this important work without you. I appreciate our robust partnership and the ongoing opportunity to help drive the circular economy with every customer—one cart at a time!



Innovation Update:
Stanwood Benefits from WM's Innovation Work with Snohomish County

More than 10 years ago WM entered into a Revenue Sharing Agreement (RSA) with Snohomish County, with the goal of reducing waste and increasing recycling throughout the County. The investment has included behavior studies, cart tagging to reduce contamination, multicultural programs to reach underserved audiences, and programs to improve recycling infrastructure at multifamily properties. Our partnership has honed best practices and our programs have been replicated in many of our partner cities. Our work with King County has earned national recognition and four Recycler of the Year awards from the Washington State Recycling Association. In 2022, WM used these funds to educate and engage our community in innovative ways, with impactful results.

Here are a few examples:



WM Cartwise

Imagine a 10-second search that takes the guesswork out of recycling. That's the magic of WM Cartwise, the mobile app that includes a quick lookup tool, a fun sorting game and WM service information.

In Snohomish County, residents have used the app to search for 188,000 items. The most common searches are for foam, mattresses, and fluorescent tubes.

Residential Textiles Pilot

We've all seen the power of social media. It's how we share and connect. In 2022, WM explored education and outreach in social media with Spanish-speaking Latina channels. Rather than posting on our own social channels, we partnered with Latina communities that were already active on social media in our local area. Our partners utilized our education and outreach tips and tools and engaged their communities on better recycling, specifically textile recycling. Our partners were energized and extremely active. They set up clothing swaps, a textile fashion show and asked their followers to scour their closets for donations and repair reusable items. The results from this pilot project kept over 1,500 pounds of textile waste from the landfill.





Our social media partners Mujeres del Futuro and Madres de Casino Rd at their Eco-Swap party.



Washington State Recycling Association awarded WM as the 2022 Recycler of the Year.

Schools Outreach & WSRA Award

After months of COVID interruptions, making lessons count is more important than ever for local schools. That's why the WM team set out to make our annual recycling workshops more relevant and engaging than ever. Workshops supplemented required curricula on habitat and biodiversity, incorporating how waste reduction and recycling fit into environmental stewardship.

We know the workshops were successful because of how students engaged; they asked and answered questions, raced to complete quizzes, laughed and challenged each other and instructors. The Washington State Recycling Association even recognized the impact of our work, naming WM and (Spokane/Snohomish) County Recyclers of the Year Award for Youth Education.

In Snohomish County, WM delivered workshops to over 150 classes, reaching nearly 4,000 students.

Expanded Odes to Recycling

Korean / Vietnamese / Chinese

Education and access for all is a critical element of meaningful recycling outreach. For the WM education and outreach team, we're always innovating to reach different parts of our community with effective, culturally relevant messaging.

In 2022, WM continued to see strong results from our ongoing campaign to engage Spanish, Korean, Vietnamese and Chinese speaking residents in waste reduction.

Campaign elements included digital and print ads, billboards, original artwork, and even a community poetry event -- open mic! You can see some of these incredible materials below or stop by the Lynnwood Recreation Center, where some of the program's recycling art is on display.







WM and the Washington State Legislative Session

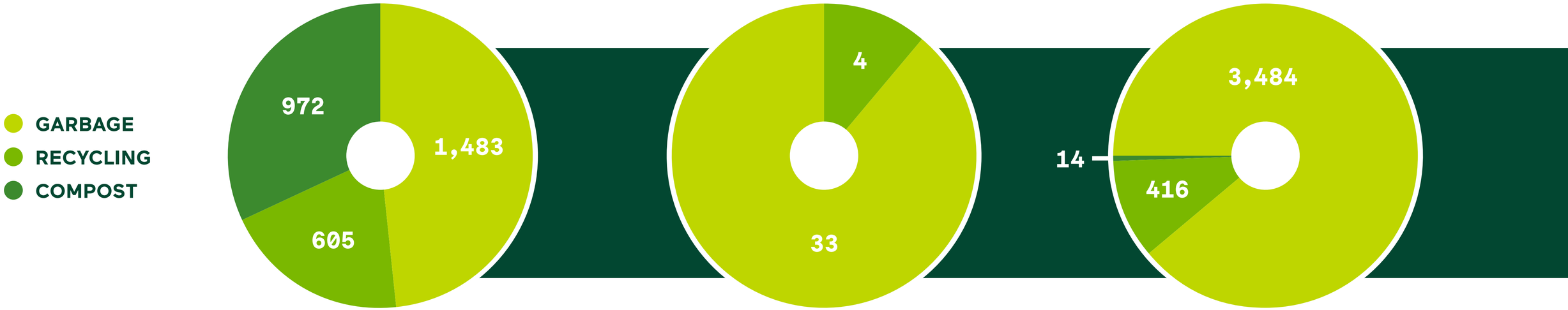
In the 2022 legislative session, WM helped shape bills that will reduce methane emissions from landfills.

We worked with stakeholders including Zero Waste Washington to pass legislation (SB 1799) that will increase collection and composting of organics, ensuring more food scraps and yard waste will be composted and not sent to landfills. WM also supported the landfill methane bill (HB 16330) as passed. The measure will improve the monitoring and capture of methane at landfills. (Most WM landfills have gas collection systems and yet we support continuous improvement across the industry.)

In addition, WM engaged proactively to educate about Extended Producer Responsibility and help draft the RENEW Act (SB 5697). The Act would have implemented a framework for product stewardship. It aimed to improve Washington's waste and recycling systems by holding packaging producers accountable for the waste they create. The Act died early in the session, but we are already working with other stakeholders on a version to be introduced in 2023.



Stanwood Waste Stream 2022 (in tons)



Average Diversion Rates

The diversion rate is the percentage of total collected material that is not taken to a landfill, thus diverted for recycling, composting, reuse, and repurpose. Diverted material is typically delivered to a recycling or composting facility for processing.

COMMERCIAL	11.0%
MULTIFAMILY	11.4%
RESIDENTIAL	51.5%



2022
ANNUAL REPORT

STANWOOD

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **7a**

DATE: **March 23, 2023**

SUBJECT: Community Development Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – March 2, 2023 Meeting Minutes

SUMMARY STATEMENT:

Minutes from the March 2, 2023 Community Development Committee Meeting are attached to this staff report for approval as presented.

Community Development Committee Meeting Minutes
Thursday, March 2, 2023 | 5:00 pm

Council Members Present: Tim Schmitt, Marcus Metz, Steve Shepro

Staff Present: Patricia Love, Audrey Rotrock

Others Present: N/A

Steve Shepro called the meeting to order at 5:02 p.m.

1. **City Beautification: West End Gateway Project Narrative**
   Patricia Love gave an overview of the West End Gateway Project. The Council Members voiced some concerns that the Gateway may not be very visible from SR 532. They discussed some ideas such as banners, spinners, and/or lights to give it more of a visual draw. Council Members also suggested getting larger more visible signs that direct the people to the City's public parking lots.

2. **City Beautification: Downtown Park Narrative**
   Patricia asked the Council Members for inspiration/ideas on what they would like to see at the new Downtown park, including a name. Some suggestions were a unique play or community area such as a large chess board. One Council member suggested benches instead of tables.

3. **Stanwood Municipal Code Titles 9 and 13**
   After hearing an update on changes made to Titles 9 and 13, the Council Members asked for clarification/definitions in a few areas such as Failing to Summon Assistance, Intoxication, the difference between civil and criminal violations, and appeals. They also agreed that it is important that all nuisances should go in the same chapter. Overall, the Council Members unanimously support the changes made.

4. **Hamilton Landing DNR Lease Agreement**
   Council members congratulated the Community Development Department for all their hard work on the Hamilton Landing Project. After a brief discussion about the removal of pilings at the park due to creosote, Council members unanimously support moving this Lease Agreement forward to the full City Council.

Adjourn: 6:41 p.m.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**7b**
DATE:	March 23, 2023
SUBJECT:	Planning Commission Meeting Minutes
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – February 13, 2023 Meeting Minutes

SUMMARY STATEMENT

Minutes from the February 13, 2023 Planning Commission Meeting are attached to this staff report for approval as presented. These minutes were approved at the March 13, 2023 Planning Commission Meeting.

Planning Commission Meeting Minutes February 13, 2023 – 6:30 pm

Call to Order: 6:30 pm

Roll Call

Commissioners Present:
Eric Warnat, Commissioner
Melissa Toner, Commissioner (online)
Patrick Hosterman, Commission Chair
Cody Davis, Commission Vice-Chair
Justin Burns, Commissioner (online)
Jeff Wheatley, Commissioner

Staff Present:
Patricia Love, Community Development Director
Tansy Schroeder, City Planner
Audrey Rotrock, Associate Planner

Absent: N/A

Also known to be present: Kevin Flynn

Public Requests and Comments:
None

Approval of Minutes:
The minutes from the November 14, 2022 meeting and January 9, 2023 meeting were unanimously approved.

New Business:
Building Code Update
Every three years the International Code Council (ICC) updates the International Building Code which is the standard by which all building permits are reviewed against in the United States. The State of Washington mandates that all counties, cities and towns adopt the updates by July 1 of the code cycle year.

Wildland Urban Interface Code:
The Wildland Urban Interface Code, while not new, was previously included in the Fire code. Now it will be a standalone code which addresses fire spread, accessibility, defensible space, and water supply for buildings constructed near wildland areas. For cities in Snohomish County:

1. This code will require some type of gutter guards on all residences; and
2. It may also require an enclosed crawlspace, which will require mechanical ventilation.

<u>Commissioner Questions & Comments</u>

- Commissioners would like more information on gutter guards and enclosed crawlspaces and what these requirements would entail for homeowners.

International Property Maintenance Code:
Consider adopting the International Property Maintenance Code (IPMC) which emphasizes protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of buildings that exist. Adoption of the Property Maintenance Code is optional, not mandated by the

State, and is enforced by the City's Code Enforcement Officer. The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following:

1. Administration, enforcement, and penalties associated with the code.
2. Determination and assignment of responsibility for code compliance among the owner, operator, and occupant of a property.
3. Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health, and comfort.
4. Regulating the use of existing dwelling through the establishment of occupancy limitations.
5. Maintenance of egress and fire safety, with appropriate references to the International Fire Code.

Commissioner Questions & Comments

- After a brief discussion on the International Property Maintenance Code, the Commissioners are leaning toward adoption, but would like to see an analysis of code enforcement activities in other cities and also to learn more about the scope of coverage that this code would provide.
- The Commissioners would like to understand how the IPMC differs from the existing public nuisance code

Capital Improvements Project List and Survey

While the City Council adopts a capital budget each year, the planning and actual expenditure of funds for capital projects generally occur over a period of years. The City's plans identify the capital improvements needed to serve existing residents and maintain levels of service as new residents and businesses move into the City. The Capital Improvement Project List is a list of needed infrastructure improvements such as sidewalks, roads, trails, stormwater drainage, and other issues that impact the City. This list allows the Mayor and City Council to prioritize and budget infrastructure projects over 6-year and 20-year timeframes and is referred to as the Capital Improvement Plan (CIP).

City Staff launched a Capital Improvement Plan Questionnaire in November 2022 in order to survey the community on what parts of Stanwood need maintenance or improvements. The survey closed at the end of January. The Questionnaire was intended to help the city identify community infrastructure concerns, needs, and desires regarding roads, parks, and drainage systems.

Information gathered from this survey will be used to update the 20-year Capital Improvement Plan list that is included in the Capital Facilities Element of the Comprehensive Plan. Staff is working with each of the city departments to review the 2015 Comprehensive Plan CIP list and will remove projects that have been completed and generate a new CIP list for inclusion in the 2044 Comprehensive Plan.

The Commissioners were provided large street maps of the City and were asked to take them home. Staff requested that the Commissioners take time to think about any areas of town they feel that should be added to the Capital Improvements Project list and to mark it on their maps. There will be a discussion at the March Planning Commission meeting of improvements that the Commissioners find.

Planning Commission Meeting Minutes February 13, 2023 – 6:30 pm

Stanwood Municipal Code Titles 9 and 13

The next batch of Municipal Code Amendments is Title 9 – Public Peace, Morals, and Safety and Title 13 – Code Enforcement. These two Titles have been grouped together for review as they both address enforcement issues and have direct code correlations.

Title 9 – Public Peace, Morals, and Safety:

The City's Police Chief and City Attorney have reviewed existing Title 9, Public Peace, Morals, and Safety and have provided their recommended changes to staff and the consultant. Using their recommendations, the scoping memo suggests that the Title be reorganized so that the chapters are more consistent with state law terminology. The change also adopts current state law citations, known as Revised Codes of Washington (RCW's), as many sections refer to laws adopted in the 1940's – 1970's. These amendments will also bring city code up to date with recent changes in state law and state supreme court decisions in regard to use / possession of narcotics and vagrancy. This reorganization also provides room for future amendments in the code structure if the city decides to adopt its own offenses for behavior that is not covered by state law.

Other notable changes to this Title include:

- Moving *Public Nuisances and Disturbance Noises* to Title 7 to be combined with other nuisances contained in SMC 7.16. This keeps all "nuisance" sections together in one chapter.
- Adds a new chapter on *Trespass from City Facilities* that adopts a code of conduct so that people may be removed from city property if they behave dangerously, illegally or threateningly.

The Parks section is recommended to stay in Title 9 with the following questions:
Do you want to prohibit any of the following behaviors in city parks?

- ☐ Smoking
- ☐ Vaping
- ☐ Fireworks, with the exception of city sponsored events
- ☐ Remove or destroy park property
- ☐ Post signs, place structures, or store debris in a park
- ☐ Sale of food, drink, merchandise, or services on park property

Maintain the same civil infraction penalty of $50?

- ☐ Make violations of this chapter a Class 3 civil infraction ($50.00 penalty); or
- ☐ Prescribe a class of civil infraction for each type of violation (e.g., a larger penalty for littering than smoking).

Commissioner Questions & Comments on Title 9:

- The Commissioners would like to see more specific language in this Title in order to allow fundraising, for example children selling T-shirts for Little League fundraising or candy for school fundraisers, at local parks.
- The Commissioners support Title 9.

Planning Commission Meeting Minutes February 13, 2023 – 6:30 pm

Title 13 – Code Enforcement:

Title 13 contains the general enforcement provisions for the entire Municipal Code for non-criminal proceedings. However, it is difficult to apply to situations outside of zoning enforcement. As such staff, City Attorney, and the consultant support rewriting the entire Title while keeping the focus on the mechanisms of civil enforcement without introducing substantive rule changes in this title.

Notable Changes to this Title include:

- Rename title to civil enforcement as it applies to the entire municipal code, not just zoning.
- Reorganize into multiple chapters as noted above.
- Adds a civil infraction procedure to allow the City Code Enforcement Officer and Police Department to issue municipal civil infraction citations (tickets) for minor / reoccurring code enforcement cases.
- Maintains notice of violation process for major land use violations.
- Ensure appeal section is consistent with Hearing Examiner authority and process.

The Commissioners unanimously support Title 13.

Old Business:
Economic Development Element Full Design

Staff is working with the consultant team updating the Comprehensive Plan as part of the periodic update process currently underway. Blueline, one of the consultant firms on the project team, has been tasked with coordinating, writing, and designing the Comprehensive Plan's chapters, graphics, and overall document. Each elemental chapter will be presented for review individually and the first draft chapter ready for review is Economic Development.

Commissioner Questions & Comments

- The design is less intimidating and easy to read.
- The Commissioners unanimously support all changes made to the Economic Development Policy and full design.

Miscellaneous Business:
None

Recent Council Action on Commission Items:

- The Nonconforming Signage Emergency Ordinance was approved by City Council. Signs along 271st Street will be permitted to be replaced and/or repaired with a sign permit. To address the issue of signs previously permitted in the right-of way, sign owners will also apply for a Right-of-Way permit.
- The Storefront Improvement Program was approved by City Council. Staff plans to have the program up and running by the end of February.

- Municipal Code Titles 1, 2, and 4 will have their second reading at the March 9, 2023 City Council Meeting.

Upcoming Items:

- Comprehensive Plan – Land Use Element
- Cedarside Commons Project Update

Adjourn: 8:04 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**7c**
DATE:	March 23, 2023
SUBJECT:	Public Works Committee Meeting Minutes
CONTACT PERSON:	Kevin Hushagen, Public Works Director
ATTACHMENTS:	A – March 6, 2023, Public Works Committee Minutes

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SUMMARY STATEMENT

Minutes from the March 6, 2023, Public Works Committee Meeting are attached to this staff report for approval as presented.

Public Works Committee Meeting Minutes February 6, 2023

Attendance:
Councilmembers: Tim Pearce, Dani Gaumond and Steve Shepro
City Staff: Public Works Director Kevin Hushagen, City Administrator Shawn Smith, Community Development Director Patricia Love and Associate Engineer Alan Lytton.

Meeting was conducted in person. The full meeting agenda packet with detailed information can be found on the City's website at Agenda Center.

Call to order at 5:31 pm

Agenda-

1. Introduction and discussion of the 20 Year Capital Improvement Plan (CIP)

Community Development Director Patricia Love introduced the 20-year CIP process to the committee and explained it will be developed over the next several months to be included in the comprehensive plan update. Patricia shared the 2015 plan and spoke about how the new plan will be built in part off what has been completed from that plan and what remains, as well as new projects identified since that plan was adopted. The Mayor and Council will then, with staff collaboration, prioritize the projects.

2. 6-year Transportation Improvement Plan (TIP) 2024-2029 Second Review

The committee discussed the current TIP. Emphasis was put on the fact that this plan is consistent with the current budget, work plan and recently adopted TIP. The committee was reminded that amendments to the TIP can occur anytime the Council decides to hold a public hearing and make changes, throughout the year. Committee recommendation was to bring the TIP to full Council at their next meeting for introduction and discussion, with the plan to hold a public hearing at the April 13, 2023, meeting and final adoption at the April 27, 2023, meeting.

Adjourn: 6:23 pm

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**7d**
DATE:	March 9, 2023
SUBJECT:	Finance/Personnel Committee Report
CONTACT PERSON:	David A. Hammond, Finance Director
ATTACHMENTS:	A – Finance/Personnel Committee Meeting Minutes February 23, 2023

SUMMARY STATEMENT

The minutes of the February 23, 2023, Finance/Personnel Meeting are attached to this staff report for council review.

Finance & Personnel Committee Meeting Minutes
Thursday, February 23, 2023 | 6:00 PM

Councilmembers Present: Darren Robb, Andreena Bergman, Tim Schmitt (alternate)

Councilmembers Absent: Marcus Metz

Staff present: Finance Director David Hammond

Selection of Committee Chair

In accordance with Council Rule of Procedure 29 (b) the committee elected Andreena Bergman to Chair the Committee.

1. Draft update to the City Debt Policy-

   Hammond provided background on the draft policy and the feedback received by the Washington Public Treasurer's Association (WPTA)
   policy certification committee and the changes made. Hammond briefed the committee on key points. The committee discussed the draft and look forward to receiving WPTA policy certification and approval of the final version.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**7e**
DATE:	March 23, 2023
SUBJECT:	Public Safety Committee Report
CONTACT PERSON:	Jason Toner, Police Chief
ATTACHMENTS:	A – Safety Committee Meeting Minutes 03/09/2023

SUMMARY STATEMENT

The minutes of the March 9, 2023, Public Safety Committee Meeting are attached to this staff report for approval as presented.

STANWOOD

PUBLIC SAFETY COMMITTEE

Meeting Minutes

March 9th, 2023

LOCATION: School Admin Bldg, 26920 Pioneer Hwy Stanwood WA

ATTENDANCE:

- City Council Members – Andreena Bergman, Tim Schmitt, and Dani Gaumond
- Stanwood Police – Chief Jason Toner
- North County Regional Fire –Chief John Cermak

CALLED TO ORDER: Meeting Called to Order at 6:00 pm

DISCUSSION:

- Chief Cermak discussed the North County Fire and EMS quarterly report.
- Training Center construction is moving along and Chief Cermak discussed how local and state law enforcement agencies are interested in using the training center. Chief Cermak explained that this will hep offset the cost and be a benefit to the fire district's taxpayers.
- Chief Cermak discussed moving away from a reliance on part-time firefighters. Chief Cermak explained due to the state-wide shortage in firefighters, he is losing his part-timers as they are being hired full time at other departments.
- Chief Cermak discussed an upcoming levy to staff station 96 which would cover north Stanwood.
- Chief Toner discussed the January and February Compstat reports
- Chief Toner also discussed SpidrTech survey results. Our Sno911 dispatchers and Stanwood Officers have received high marks from the public.
- Chief Toner discussed Stanwood PD's ongoing efforts to have a social worker ride along with an officer and contact some of our homeless and residents dealing with severe mental illnesses. Chief Toner discussed some of the roadblocks of connecting people with services.

Adjourn: Meeting Adjourned at 6:40

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**8a**
DATE:	March 23, 2023
SUBJECT:	Approval of Voucher and Payroll Checks
CONTACT PERSON:	Amy Bergemeier, Accounting Specialist
ATTACHMENTS:	A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 36615 through 36695 and electronic fund transfers in the amount of $482,880.85. Approve issuance of Washington Federal payroll benefit checks 2106 through 2115 and electronic fund transfers in the amount of $375,051.86.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 36615 THROUGH 36695 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF $482,880.85. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL BENEFT CHECKS 2106 THROUGH 2115 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF $375,051.86.

CHECK REGISTER

City Of Stanwood

Time: 14:09:57 Date: 03/09/2023

02/24/2023 To: 03/09/2023

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
898	03/01/2023	Claims	3	EFT	US Bank	9,478.41	4485 5945 5564 1495
970	03/08/2023	Payroll	3	EFT		4,558.44	February 2023 Payroll
971	03/08/2023	Payroll	3	EFT		4,798.42	February 2023 Payroll
972	03/08/2023	Payroll	3	EFT		4,051.84	February 2023 Payroll
973	03/08/2023	Payroll	3	EFT		2,437.91	February 2023 Payroll
974	03/08/2023	Payroll	3	EFT		2,794.70	February 2023 Payroll
975	03/08/2023	Payroll	3	EFT		490.21	February 2023 Payroll
976	03/08/2023	Payroll	3	EFT		3,257.89	February 2023 Payroll
977	03/08/2023	Payroll	3	EFT		3,751.88	February 2023 Payroll
978	03/08/2023	Payroll	3	EFT		7,753.65	February 2023 Payroll
979	03/08/2023	Payroll	3	EFT		4,159.87	February 2023 Payroll
980	03/08/2023	Payroll	3	EFT		2,536.51	February 2023 Payroll
981	03/08/2023	Payroll	3	EFT		3,542.20	February 2023 Payroll
982	03/08/2023	Payroll	3	EFT		3,832.23	February 2023 Payroll
983	03/08/2023	Payroll	3	EFT		3,451.55	February 2023 Payroll
984	03/08/2023	Payroll	3	EFT		490.21	February 2023 Payroll
985	03/08/2023	Payroll	3	EFT		4,257.51	February 2023 Payroll
986	03/08/2023	Payroll	3	EFT		3,576.76	February 2023 Payroll
987	03/08/2023	Payroll	3	EFT		16,222.54	February 2023 Payroll
988	03/08/2023	Payroll	3	EFT		7,224.16	February 2023 Payroll
989	03/08/2023	Payroll	3	EFT		5,692.26	February 2023 Payroll
990	03/08/2023	Payroll	3	EFT		1,859.64	February 2023 Payroll
991	03/08/2023	Payroll	3	EFT		2,689.86	February 2023 Payroll
992	03/08/2023	Payroll	3	EFT		5,954.01	February 2023 Payroll
993	03/08/2023	Payroll	3	EFT		5,298.73	February 2023 Payroll
994	03/08/2023	Payroll	3	EFT		4,235.15	February 2023 Payroll
995	03/08/2023	Payroll	3	EFT		490.49	February 2023 Payroll
996	03/08/2023	Payroll	3	EFT		3,466.51	February 2023 Payroll
997	03/08/2023	Payroll	3	EFT		490.30	February 2023 Payroll
998	03/08/2023	Payroll	3	EFT		4,355.42	February 2023 Payroll
999	03/08/2023	Payroll	3	EFT		440.21	February 2023 Payroll
1000	03/08/2023	Payroll	3	EFT		2,507.09	February 2023 Payroll
1001	03/08/2023	Payroll	3	EFT		3,089.51	February 2023 Payroll
1002	03/08/2023	Payroll	3	EFT		1,813.15	February 2023 Payroll
1003	03/08/2023	Payroll	3	EFT		1,596.89	February 2023 Payroll
1004	03/08/2023	Payroll	3	EFT		3,903.51	February 2023 Payroll
1005	03/08/2023	Payroll	3	EFT		490.11	February 2023 Payroll
1006	03/08/2023	Payroll	3	EFT		3,476.80	February 2023 Payroll
1007	03/08/2023	Payroll	3	EFT		4,517.44	February 2023 Payroll
1008	03/08/2023	Payroll	3	EFT		490.30	February 2023 Payroll
1009	03/08/2023	Payroll	3	EFT		5,118.76	February 2023 Payroll
1010	03/08/2023	Payroll	3	EFT		4,457.01	February 2023 Payroll
1011	03/08/2023	Payroll	3	EFT		5,743.90	February 2023 Payroll
1012	03/08/2023	Payroll	3	EFT		4,622.12	February 2023 Payroll
1013	03/08/2023	Payroll	3	EFT		1,996.03	February 2023 Payroll
1014	03/08/2023	Payroll	3	EFT		4,632.74	February 2023 Payroll
1020	03/08/2023	Payroll	3	EFT	HSA Bank	899.00	Pay Cycle(s) 03/08/2023 To 03/08/2023 - HSA Contributions ER; Pay Cycle(s) 03/08/2023 To 03/08/2023 - HSA Contr EE
1021	03/08/2023	Payroll	3	EFT	Internal Revenue Service (941)	79,716.64	941 Deposit for Pay Cycle(s) 03/08/2023 - 03/08/2023
1022	03/08/2023	Payroll	3	EFT	WA St Department Of Retirement Systems	51,706.05	Pay Cycle(s) 03/08/2023 To 03/08/2023 - PERS2; Pay Cycle(s) 03/08/2023 To 03/08/2023 - PERS 3; Pay Cycle(s) 03/08/2023 To 03/08/2023 - 457 - DRS (DCP)
1038	02/28/2023	Claims	3	EFT	HSA Bank	5.00	H.S.A. service fee February

CHECK REGISTER

City Of Stanwood

Time: 14:09:57 Date: 03/09/2023

02/24/2023 To: 03/09/2023

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1023	03/08/2023	Payroll	3	2106	AFLAC	221.39	Pay Cycle(s) 03/08/2023 To 03/08/2023 - AFLAC, Pre-Tax; Pay Cycle(s) 03/08/2023 To 03/08/2023 - AFLAC, Post-Tax
1024	03/08/2023	Payroll	3	2107	AWC Employee Benefit Trust	23,949.34	Pay Cycle(s) 03/08/2023 To 03/08/2023 - AWC - Health First 250; Pay Cycle(s) 03/08/2023 To 03/08/2023 - AWC- Dental J; Pay Cycle(s) 03/08/2023 To 03/08/2023 - AWC - Vision; Pay Cycle(s) 03/08/2023 To;
1025	03/08/2023	Payroll	3	2108	Colonial Life Insurance	66.75	Pay Cycle(s) 03/08/2023 To 03/08/2023 - Colonial Life Ins
1026	03/08/2023	Payroll	3	2109	Great-West Life & Annuity	4,720.00	Pay Cycle(s) 03/08/2023 To 03/08/2023 - 457 - Empower (Mass Mutual); Pay Cycle(s) 03/08/2023 To 03/08/2023 - Roth 457(b)Empower(MassMutual)
1027	03/08/2023	Payroll	3	2110	Legal Shield	53.70	Pay Cycle(s) 03/08/2023 To 03/08/2023 - Legal Shield
1028	03/08/2023	Payroll	3	2111	Mission Square	3,646.33	Pay Cycle(s) 03/08/2023 To 03/08/2023 - 457 - Mission Square Ret(ICMA)
1029	03/08/2023	Payroll	3	2112	Navia Benefits	505.00	Pay Cycle(s) 03/08/2023 To 03/08/2023 - Navia Limited FSA
1030	03/08/2023	Payroll	3	2113	Western Conference of Teamsters Pension Trust	2,495.94	Pay Cycle(s) 03/08/2023 To 03/08/2023 - WCTPP Contributions
1031	03/08/2023	Payroll	3	2114	Teamsters Union Local 231	1,629.00	Pay Cycle(s) 03/08/2023 To 03/08/2023 - Teamsters Dues
1032	03/08/2023	Payroll	3	2115	Washington Teamsters Welfare Trust	38,826.30	Pay Cycle(s) 03/08/2023 To 03/08/2023 - Teamsters Dental; Pay Cycle(s) 03/08/2023 To 03/08/2023 - Teamsters Medical
899	03/01/2023	Claims	3	36615	AWC Employee Benefit Trust	2,409.88	city of stanwood
900	03/01/2023	Claims	3	36616	Ace Hardware #14901 *	1,035.65	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
901	03/01/2023	Claims	3	36617	Advantage Building Services	1,043.33	City of Stanwood
902	03/01/2023	Claims	3	36618	Aramark Uniform Services Inc	188.25	937963000; 937963000; 937963000
903	03/01/2023	Claims	3	36619	Ariens Company	14,645.83	City of Stanwood 78924936
904	03/01/2023	Claims	3	36620	Edward Avila	275.00	City of Stanwood
905	03/01/2023	Claims	3	36621	Badger Meter Inc	151.35	460708
906	03/01/2023	Claims	3	36622	Bonner Electrical Contracting LLC	1,475.55	City of stanwood
907	03/01/2023	Claims	3	36623	Cascade Natural Gas Corp	2,069.51	022 201 7579 4; 127 540 0000 3; 498 440 0000 7; 839 440 0000 5; 931 607 9072 6; 953 540 0000 2; 608 440 0000 4
908	03/01/2023	Claims	3	36624	Edge Analytical Inc	271.00	STA01; STA01
909	03/01/2023	Claims	3	36625	Michael Evans	275.00	City of Stanwood
910	03/01/2023	Claims	3	36626	Fastenal	36.39	WAARN1604
911	03/01/2023	Claims	3	36627	Grainger Inc	2,174.54	848089215
912	03/01/2023	Claims	3	36628	H D Fowler Company Inc	646.51	197360; 197360
913	03/01/2023	Claims	3	36629	Iron Clad Company	1,377.17	Cityof Stanwodo
914	03/01/2023	Claims	3	36630	Lakeside Industries, Inc.	1,725.40	108469; 108469
915	03/01/2023	Claims	3	36631	Lenz Enterprises Inc	519.77	City of Stanwood; City of Stanwood; City of Stawnood

CHECK REGISTER

City Of Stanwood

Time: 14:09:57 Date: 03/09/2023

02/24/2023 To: 03/09/2023

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
916	03/01/2023	Claims	3	36632	Mackenzie	6,424.00	City of Stanwood
917	03/01/2023	Claims	3	36633	Maul Foster Alongi, Inc.	51,632.44	City of Stanwood; City of
918	03/01/2023	Claims	3	36634	Mossberg & Company Inc.	2,057.00	City of Stanwood
919	03/01/2023	Claims	3	36635	National Safety, Inc.	634.57	20-STACIT
920	03/01/2023	Claims	3	36636	O'Reilly Auto Parts	198.97	1872464; 1872464
921	03/01/2023	Claims	3	36637	ODP Business Solutions, LLC	259.95	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
922	03/01/2023	Claims	3	36638	PUD Of Snohomish County *	19,186.31	200208858; 200794063; 200103539; 201942398; 22423729; 200367373; 200128742; 200633634; 200240505
923	03/01/2023	Claims	3	36639	Pace Engineers, Inc	1,275.00	City of Stanwood
924	03/01/2023	Claims	3	36640	Perteet Inc.	22,327.50	City of Stanwood
925	03/01/2023	Claims	3	36641	Pitney Bowes Inc- Purchase Power *	1,005.00	8000-9090-0519-5677
926	03/01/2023	Claims	3	36642	Puget Tech LLC	894.00	city of stanwood
927	03/01/2023	Claims	3	36643	RH2 Engineering Inc	34,878.29	City of stanwood; City of stanwood
928	03/01/2023	Claims	3	36644	Refund-Kimberly Mallang	49.25	City of Stanwood
929	03/01/2023	Claims	3	36645	Ricoh USA Inc- Maint	183.07	4250811; 4250811; 4250811
930	03/01/2023	Claims	3	36646	Ricoh USA, Inc.		remove credit & run new check
931	03/01/2023	Claims	3	36647	Safetyshirtz	7,092.83	City of Stanwood; City of
932	03/01/2023	Claims	3	36648	Safeway	26.78	191483
933	03/01/2023	Claims	3	36649	Skagit City Trucking School, LLC	9,385.00	City of Stanwood
934	03/01/2023	Claims	3	36650	Skagit Farmers Supply	1,909.14	135052; 135052; 135052; 135052
935	03/01/2023	Claims	3	36651	Skagit Valley Publishing	291.72	48893; 48893; 48893
936	03/01/2023	Claims	3	36652	Sno Co Human Services Dept *	588.03	HSALC088
937	03/01/2023	Claims	3	36653	Sno Co Sheriff & Police Chiefs Assc	75.00	City of Stanwood
938	03/01/2023	Claims	3	36654	Sno Co Sheriff's Office - CB	2,956.32	91-6001368
939	03/01/2023	Claims	3	36655	Sno Co Sheriffs Office *	175,952.50	SSH00001
940	03/01/2023	Claims	3	36656	Snohomish County Public Def Association	2,385.00	City of Stanwood
941	03/01/2023	Claims	3	36657	Stanwood Auto Parts	388.66	56100; 56100; 56100; 56100; 56100
942	03/01/2023	Claims	3	36658	Stanwood City Utility	4,664.47	2886; 3184; 3439; 2732; 1075; 2688; 2741; 2749; 4962; 2965; 2964
943	03/01/2023	Claims	3	36659	Stanwood Commerce Alliance	5,000.00	City of stanwood
944	03/01/2023	Claims	3	36660	Stilly Auto Parts Napa	123.74	27197; 27197; 27197
945	03/01/2023	Claims	3	36661	TMG Services Inc	379.41	1920010
946	03/01/2023	Claims	3	36662	US Postal Service-Stanwood *	8.88	City of Stanwood
947	03/01/2023	Claims	3	36663	USA Bluebook	1,344.00	478228
948	03/01/2023	Claims	3	36664	Utilities Underground Loc	159.96	134200
949	03/01/2023	Claims	3	36665	Verizon Wireless	353.58	742373248-00001
950	03/01/2023	Claims	3	36666	WA St Auditor's Office	16,012.50	City of Stanwood
951	03/01/2023	Claims	3	36667	WA St Dept of Health	4,575.20	City of stanwood
952	03/01/2023	Claims	3	36668	WA St Dept of Licensing *	966.00	city of stanwood
953	03/01/2023	Claims	3	36669	WA St Dept of Transportation *	1,785.49	City of Stanwood 1509
954	03/01/2023	Claims	3	36670	WIN-911	800.00	city of stanwood
955	03/01/2023	Claims	3	36671	Washington State Patrol *	304.75	STA301
956	03/01/2023	Claims	3	36672	Wave Broadband	152.42	3201-0316545-01
957	03/01/2023	Claims	3	36673	Western Exterminator Company	426.33	683591; 683591; 683591
958	03/01/2023	Claims	3	36674	Ziply Fiber	1,600.63	360-939-0579-080320-5; 206-188-0411-053105-5; 360-629-4907-072497-5

CHECK REGISTER

City Of Stanwood

Time: 14:09:57 Date: 03/09/2023

02/24/2023 To: 03/09/2023

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1108	03/08/2023	Claims	3	36675	Ace Hardware #14901 *	149.81	20013; 20013; 20013; 20013; 20013; 20013; 20013
1109	03/08/2023	Claims	3	36676	The Blueline Group, LLC	1,464.00	City of Stanwood; City of
1110	03/08/2023	Claims	3	36677	Confluence Environmental Company, Inc	36,427.36	City of Stanwood
1111	03/08/2023	Claims	3	36678	Fastenal	61.68	WAARN1604
1112	03/08/2023	Claims	3	36679	Hamilton Lumber LLC	388.89	Vity of Stanwood Acct 66
1113	03/08/2023	Claims	3	36680	ICONIX Waterworks (US) Inc.	2,186.00	CITSTA
1114	03/08/2023	Claims	3	36681	National Barricade Co LLC	1,870.52	City of Stanwood; City of Stanwood; City of Stanwood
1115	03/08/2023	Claims	3	36682	PUD Of Snohomish County *	660.00	223656299; 200592889
1116	03/08/2023	Claims	3	36683	Pape' Machinery	111.69	6109854
1117	03/08/2023	Claims	3	36684	Ricoh USA, Inc.	770.69	1316669-3800327; 1316669-3816549; 1316669-3800326
1118	03/08/2023	Claims	3	36685	Shred-it US JV LLC	44.74	1000283524
1119	03/08/2023	Claims	3	36686	Skagit Farmers Supply	663.04	135052; 135052; 135052; 135052
1120	03/08/2023	Claims	3	36687	Skagit Valley Publishing	184.47	48893; 48893
1121	03/08/2023	Claims	3	36688	David Smith	212.67	City of stanwood
1122	03/08/2023	Claims	3	36689	Sno Co Information Services *	12,484.40	DIS1107
1123	03/08/2023	Claims	3	36690	Sno Co Treasurer	627.66	City of Stanwood 32032400413200; City of Stanwood 32032300401100
1124	03/08/2023	Claims	3	36691	Stanwood Auto Parts	451.23	56100; 56100; 56100; 56100
1125	03/08/2023	Claims	3	36692	Stilly Auto Parts Napa	134.00	27197; 27197; 27197; 27197
1126	03/08/2023	Claims	3	36693	USA Bluebook	3,050.15	478228; 478228; 478228; 478228; 478228; 478228
1127	03/08/2023	Claims	3	36694	Utilities Underground Loc	67.08	134200
1128	03/08/2023	Claims	3	36695	Verizon Wireless	353.54	742373248-00001

001 General Fund	408,888.25		
101 Street Fund	40,783.60		
103 Street Construction Fund	25,327.90		
104 Park And Trail Improvement Fund	88,509.31		
107 Equipment Reserve Fund	14,645.83		
110 Building Improvement Fund	6,424.00		
115 Tourism And Promotion	7,967.05		
401 Sewer Fund	111,385.44		
403 Sewer Construction Fund	27,168.65		
410 Drainage Fund	24,629.65		
421 Water Fund	91,437.15		
422 Water Construction Fund	9,495.13		
630 Agency Fund	1,270.75		
		Claims:	482,880.85
* Transaction Has Mixed Revenue And Expense Accounts	857,932.71	Payroll:	375,051.86

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

( ) Finance Director ( ) Auditing Officer Wendy Dorhorst Date: 3-9-23
(✓) Deputy Finance Director

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**8b**
DATE:	March 23, 2023
SUBJECT:	City Council Regular Meeting Minutes – March 9, 2023
CONTACT PERSON:	Lisa Sokolik, City Clerk
ATTACHMENTS:	A – Council Regular Meeting Minutes

SUMMARY STATEMENT

March 9, 2023, Regular City Council Meeting minutes are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE MARCH 9, 2023, CITY COUNCIL REGULAR MEETING MINUTES AS PRESENTED.

CITY OF STANWOOD

Regular Meeting of the City Council
Thursday, March 9, 2023 – 7:00 p.m.
In-Person & Zoom Online Meeting
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Sid Roberts called the meeting to order at 7:00 p.m. Councilmember Gaumond led the Pledge of Allegiance.

2. Roll Call

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

Motion by Councilmember Pearce, second by Councilmember Bergman, to excuse Councilmember Darren Robb. ***Motion carried unanimously.***

Also present: City Administrator Shawn Smith, Finance Director David Hammond, Public Works Director Kevin Hushagen, City Attorney Nikki Thompson, Fire Chief John Cermak, Police Chief Jason Toner, Economic Development and Marketing Manager Sarah Cho, City Planner Tansy Schroeder, and City Clerk Lisa Sokolik. Community Development Director Patricia Love and Utilities Supervisor Leigh Danielson attend via Zoom.

3. Approval of the Agenda

Mayor Roberts asked Council to amend the agenda by adding a presentation item and moving item 11 New Business after item 4 Presentations.

Motion by Councilmember Metz, second by Councilmember Shepro to approve the agenda as amended. ***Motion carried unanimously.***

4. Presentation

a. Student Representative Jason Orzel gave an update on Lincoln Hill High School

The ASB and Leadership students will be judging the science fair at Elger Bay Elementary. The annual breakfast at the Resource Center will be held at the end of March. Students are busy decorating the school's walls to build school spirit and help connect students. They have started a 'thank you' board in the commons to recognize good grades, good behavior and helping others.

b. Economic Development and Marketing Manager gave an update on the sale of the Twin City Foods building. The new business, No Meat Factory, will bring one hundred to two hundred jobs to Stanwood.

5. Public Comments

6. Staff / Department Reports

Police Compstat Report – February

7. Council Committee Reports

a. Parks and Trails Advisory Committee Meeting Minutes – January 17, 2023

8. Consent Agenda

a. Approve Vouchers and Payroll Checks

b. Approve City Council Regular Meeting Minutes – February 23, 2023

Motion by Councilmember Pearce, second by Councilmember Metz to approve the consent agenda items A and B. ***Motion carried unanimously.***

9. Unfinished Business

a. Second Read and Final Reading Ordinance 1512 SMC Title 1 - General Provisions

Community Development Director Love discussed the proposed changes to SMC Title 1 General Provisions and answered Council's questions that they had after the first reading. Love is recommending that a third and final reading be held so Council can review the final ordinance language before adopting.

Motion by Councilmember Pearce, second by Councilmember Gaumond to approve the second reading of Ordinance 1512 with edits to attachment "A" amending Title 1 – General Provisions of the Stanwood Municipal Code and proceed with the third and final reading on March 23, 2023.

Roll call of votes was taken. ***Motion carried unanimously.***

b. Second Read and Final Reading Ordinance 1513 SMC Title 2 - Personnel

Community Development Director Love discussed the proposed changes to SMC Title 2 Personnel and answered Council's questions that they had after the first reading. Love is recommending that a third and final reading be held so Council can review the final ordinance language before adopting.

Motion by Councilmember Bergman, second by Councilmember Gaumond to approve the second reading of Ordinance 1513 with edits to attachment "A" amending Title 2 – Personnel Provisions of the Stanwood Municipal Code, and to proceed with the third and final reading of the Ordinance on March 23, 2023.

Roll call of votes was taken. ***Motion carried unanimously.***

c. Second Read and Final Reading Ordinance 1514 SMC Title 4 - Administration

Community Development Director Love discussed the proposed changes to SMC Title 4 Administration and answered Council's questions that they had after the first reading. Love is recommending that a third and final reading be held so Council can review the final ordinance language before adopting.

Motion by Councilmember Bergman, second by Councilmember Shepro to approve the second reading of Ordinance 1514 with edits to attachment "A" amending Title 4 – Administration of the Stanwood Municipal Code, and to proceed with the third and final reading of the Ordinance on March 23, 2023.

Roll call of votes was taken. ***Motion carried unanimously.***

10. Public Hearing

11. New Business

Appointment of Planning Commission Member Robert Hicks

Motion by Councilmember Gaumond, second by Councilmember Shepro to appoint Robert Hicks to the Planning Commission, Position Two (2), for a term ending December 31, 2027.

Motion carried unanimously.

12. Public Closing Comments

13. Executive/Legislative Reports

a. Mayor's Report
- Snohomish County awarded Stanwood a $1.75 million grant for Skagit Bay dike repair. The Mayor is very grateful to Snohomish County Councilmember Nate Nehring and County Agriculture Coordinator Linda Neunzig for their support and activism.
- Covid is still going around, please continue to use proper caution and continue to wash your hands.
- Still recruiting for the Salary Commission, anyone interested can apply online on the city's website.

b. City Administrator Report
- Today, there was a good article on the front page of the Everett Herald regarding the funding for the dike repair.

c. Councilmember Reports/Questions
- Compliments to Community Transit for the coverage inside the City of Stanwood

14. Recess to Executive Session

At 8:25 p.m., the Mayor, Council, City Administrator Smith, and City Attorney Thompson recessed to Executive Session for a 10-minute discussion on city litigation in accordance with RCW 42.30.110 (1)(i), no action will be taken. The regular city council meeting reconvened at 8:35 p.m.

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:35 p.m.

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

Lisa Sokolik, City Clerk

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **8c**

DATE: March 23, 2023

SUBJECT: Utility Account Adjustments:
1. —Acct 2829
2. —Acct 3265
3. —Acct 1929

CONTACT PERSON: David A. Hammond, Finance Director

ATTACHMENTS: A - SMC 12.20.060 Adjustment to bills.
B – Acct 2829 calculation
C – Acct 3265 calculation
D – Acct 1929 calculation

PURPOSE

The purpose of this agenda item is for Council consideration of a second adjustment to three separate utility accounts, totaling $927.46.

BACKGROUND

Stanwood Municipal Code (SMC) Section 12.20.060; provides authorization for the Finance Department to adjust a utility account when a leak occurs, however, no more than once each two-year period. The code allows, after evidence the leak was repaired, for a rate adjustment up to 50 percent of the volume consumed in any one billing period in excess of the bi-monthly average of water consumed over the previous twelve months.

Additionally, the SMC authorizes City Council approval of a second adjustment, within a two-year period, if one or more of the following circumstances exist:

i) The leak could not have been readily detectable with reasonable diligence;

(ii) The customer does not occupy or use the subject property on a continuous basis;

(iii) Any prior leak for which an adjustment was made by the city was repaired within 30 days of discovery;

(iv) The customer account has been kept current and there have been no delinquencies within the previous 24 months.

ANALYSIS

Staff recommends approval of three separate leak adjustments, each of which qualifies for a second adjustment according to SMC 12.06.020.

1. Acct 2829—suffered broken pipes during December of 2022. The house was vacant at the time and didn't discover the leak until a few days had passed. They replaced the broken pipes and fixed the leak once discovered. Total adjustment $435.63.
2. Acct 3265— leak occurred over two billing periods resulting in a second leak adjustment request in the amount of $239.63
3. Acct 1929— leak occurred over two billing periods resulting in a second leak adjustment request in the amount of $252.20.

Fiscal Impact			
The 2023 budget for utility operations is adequate to make the requested adjustment.			
Fund(s):	Utility Operating		
Amount:	$927.46	**Project Estimate: N/A**	$ -
Budget Authorized	**[X] Yes [ ] No**	**Amendment Required**	**[ ]Yes [X] No**

RECOMMENDATIONS

Staff Recommendation: Staff recommends Council authorize the Finance Director to approve three utility bill adjustments in the amount totaling $ 927.46

Committee/Board Recommendation: N/A

CITY COUNCIL OPTIONS

1. The City Council may authorize the approval of a second utility bill adjustment for one, two or all three of the accounts.
2. The City Council may choose not to authorize the approval of a second utility bill adjustment for one, two or all three of the accounts.
3. The City Council may direct staff to provide additional information.

PROPOSED MOTION

MOTION TO AUTHORIZE THE FINANCE DIRECTOR TO APPROVE SECOND UTILITY BILL ADJUSTMENT FOR ACCOUNT 2829, IN THE AMOUNT OF $435.63.

MOTION TO AUTHORIZE THE FINANCE DIRECTOR TO APPROVE SECOND UTILITY BILL ADJUSTMENT FOR ACCOUNT 3265, IN THE AMOUNT OF $239.63.

MOTION TO AUTHORIZE THE FINANCE DIRECTOR TO APPROVE SECOND UTILITY BILL ADJUSTMENT FOR ACCOUNT 1929, IN THE AMOUNT OF $252.20.

12.20.060 Adjustments to bills.

(1) In the event a meter fails to register the correct amount of water used, the customer will be charged at the average rate of monthly consumption for the previous 12 months as shown by the meter when in working order.

(2) In the event a leak or failure of a private water system or private service between the meter and the structure located on private property results in excess consumption, the city may, through a determination of the city finance director, provide for a rate adjustment up to 50 percent of the volume consumed in any one billing period in excess of the bi-monthly average of water consumed over the previous 12 months at that service address.

(a) Customers shall be required to provide proof of repair to leak or failure prior to receiving any rate adjustment.

(b) Application for the credit or adjustment must be made in written form and approved by the city finance director or his/her designee.

(c) No more than one application for credit may be considered per service address in any 24-month period without city council approval. In order to grant a second adjustment the council must find one or more of the following circumstances exist:

(i) The leak could not have been readily detectable with reasonable diligence;

(ii) The customer does not occupy or use the subject property on a continuous basis;

(iii) Any prior leak for which an adjustment was made by the city was repaired within 30 days of discovery;

(iv) The customer account has been kept current and there have been no delinquencies within the previous 24 months.

(3) In the event of a leak or failure of a private water system or private service between the meter and the structure located on private property that was the result of a city project involving a public work as defined by state law, or maintenance performed at the expense of the city, the city public works director will have the authority to provide a rate adjustment for more than 50 percent of the volume consumed in excess of the bimonthly average of water consumed over the previous 12 months at that service address.

Adjustments are final and requests for reversal will not be granted and are not subject to appeal. (Ord. 1415 § 1, 2016; Ord. 1405 § 1 (Exh. 1), 2015; Ord. 1359 § 1, 2013; Ord**. 1295 § 2, 2011; Ord. 1189 § 4, 2006).**

NAME	Aichele, Doug & Ana
ACCT#	2829

ATTACHMENT B

	CONSUMPTION			Billing Periods
AVERAGE WTR	2,730	$	528.28	12/01 MO
FOR 6 BILLING	3,305	$	618.09	02/03 MO
CYCLE	4,439	$	765.04	04/05 MO
	4,680	$	667.02	06/07 MO
	2,141	$	500.82	08/09 MO
	1,824	$	500.82	10/11 MO
AVERAGE	3,187	$	596.68	
BILL FOR LEAK	9,533	$	1,467.93	12/01 MO
OVERAGE		$	871.25	
50% ADJ FOR		$	435.63	*ADJUSTMENT*

NAME	Nicholas, Walt & Mary
ACCT	3265

ATTACHMENT C

	CONSUMPTIOIN			Billing Periods
AVERAGE WTR	1,508	$	264.98	12/01 MO
FOR 6 BILLING	1,577	$	281.61	02/03 MO
CYCLE	1,422	$	269.37	04/05 MO
	1,576	$	289.31	06/07 MO
	960	$	240.59	08/09 MO
	1,416	$	268.58	08/09 MO
AVERAGE	1,410	$	269.07	
BILL FOR LEAK	4,963	$	748.34	12/01 MO
OVERAGE		$	479.27	
50% ADJ FOR		$	239.63	*ADJUSTMENT*

NAME	Cienfuegos, Gabriela & Santiag
ACCT	1929

ATTACHMENT D

	CONSUMPTION			Billing Periods
AVERAGE WTR	621	$	227.03	09/10 MO
FOR 6 BILLING	646	$	227.03	11/12 MO
CYCLE	723	$	240.59	01/02 MO
	603	$	240.59	03/04 MO
	2,151	$	285.54	05/06 MO
	3,380	$	343.62	07/08 MO
AVERAGE	1,354	$	260.73	
BILL FOR LEAK	5,248	$	765.14	11/12 MO
OVERAGE		$	504.41	
50% ADJ FOR		$	252.20	*ADJUSTMENT*

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**9a**
DATE:	March 23, 2023
SUBJECT:	Stanwood Municipal Code Title 1 – General Provisions
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – Ordinance 1512 Adoption of Title 1 Amendments B – Ordinance 1512 Attachment A – Code Amendment

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PURPOSE

The purpose of this agenda item is for Council review and acceptance of the third and final reading of Ordinance 1512, adoption of updated Title 1 – General Provisions of the Stanwood Municipal Code.

SUMMARY

The general provisions listed in Title 1 of the Municipal Code establishes the foundation upon which the remaining titles and chapters structurally follow. It formally adopts the Municipal Code, establishes the numbering system, includes definitions, interpretation of words, and formally declares the City as a Noncharter Code City in the State of Washington.

A new Title 4 – Administration, has been created to logically segregate material about government administration into its own title. Portions of existing Title 1 are proposed to be moved to this new Administration Title for clarity and better code organization.

Changes to this Title 1 – General Provisions include:

- Public Noticing has been moved to Title 4 because of its administration function
- Public Works Contracts has been moved to Title 4 because of its administration function
- The following new definitions have been added: Day, Hearing Examiner, Mayor, Month, and Year
- The following new chapters have been added:
    - Numbering system methodology has been added to ensure all code sections follow the same format
    - Includes state statutes for municipal code updates

- General penalty chapter has been added which creates a default penalty if other chapters of the code do not refer to penalties
- Datum plane coordinates have been added to ensure that all development designs use consistent geospatial measurements
- Either an Initiative and referendum or petition provisions have been added as selected by the City Council.

The City Council held their first reading of the ordinance on February 9, 2023, at which the ordinance was introduced. Their second reading was held on March 9, 2023, where they supported including initiative / referendum process in the final ordinance versus the petition process. This third and final reading of the ordinance removes the petition method as directed by Council.

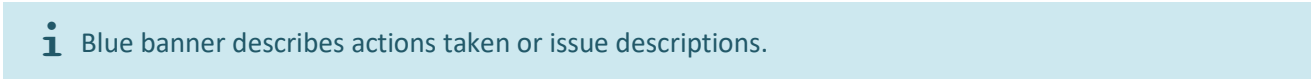
BACKGROUND

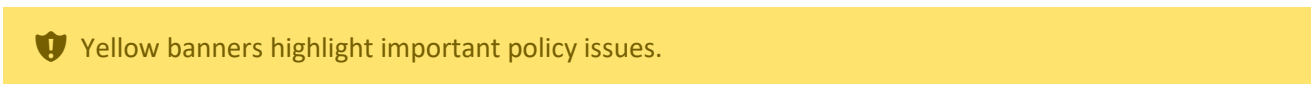
The last comprehensive update to the Stanwood Municipal Code occurred in the late 1960's. As the City has grown and development increased, so has the need for updated regulations. Fifty years of amendments has resulted in inconsistencies, conflicts and outdated regulations.

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. The update is intended to be user friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

Changes to the code use a "Style Guide" that applies a consistent approach to organization and drafting of the municipal code. This approach emphasizes plain language legal writing, modularity in the code organization, and avoidance of repetition to improve readability, predictability, and ease of administration. In general, titles and chapters have been reorganized for better flow and readability with similar topics being grouped together. Long, difficult paragraphs have been broken up into subsections and the "legalese" language removed.

To help guide the review of the amendments, two types of informational banners are included in the descriptive versions of each amendment. These blue- and yellow-colored bars highlight changes, recommendations and questions; it notes where new sections have been added or where moved.





Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being

processed together. The first batch of amendments will begin with the general governmental structure of the city:

Title 1 - General Provisions,
Title 2 - Personnel, and
New Title 4 – Administration.

Titles 1, 2 and 4 will be adopted as three separate ordinances, but because of the interconnectivity between the Titles, they should be adopted simultaneously.

ANALYSIS

Following the style guide mentioned above, amendments to Title 1 – General Provisions include the following:

Chapter 1.01 Code

Generally, this section follows the existing code with the application of the style guide to simplify and clarify code language and combine like sections. Three new sections have been added:

- Following best practices, new section 1.01.030(5) notes that when referencing code, the actual code section should be used not the adopting ordinance number. Code sections are easily found on the on-line electronic version of the municipal code.
- Section 1.01.040, Numbering System, has been added to ensure future code amendments follow a consistent pattern throughout the municipal code.
- Similarly, Section 1.01.050, Updates to the Code, has been added to ensure code updates follow state law requirements while being consistent with the organizational structure and flow of the municipal code.

Chapter 1.02 Interpretation

New chapter in Title 1 that describes how words should be used and applied for consistency throughout the entire municipal code.

Chapter 1.04 Definitions

This existing chapter has been modified to add new definitions and clarify a few existing definitions. Definitions in Title 1 apply throughout the municipal code unless modified in succeeding titles and chapters.

Chapter 1.10 Noncharter Code City

Existing chapter removing legalese language. Eliminates historical reference to the city as a town.

Chapter 1.12 General Penalty

At the request of the City Attorney a general penalty chapter has been added to ensure there is a default penalty section if other chapters of the code do not refer to penalties. This can be an issue if a code violation is found and there are no specific penalty provisions. Without general penalty provisions it restricts the ability of the Police Department or Code Enforcement to obtain compliance.

Chapter 1.14 Datum Plane
New chapter establishing the baseline requirements for vertical and horizontal elevation measurements in the city.

Chapter 1.22 Initiative and Referendum
New chapter adopting the State initiative and referendum process as provided for in Revised Code of Washington (RCW) governance procedures.

Fiscal Impact			
No direct financial impact. Code work was already budgeted and approved through the Municipal Code Update Project contract and scope of work.			
Fund(s):	Staff Time		
Amount:	$	**Project Estimate:**	$ -
Budget Authorized	**[ ] Yes [ ] No**	**Amendment Required**	**[ ] Yes [ ] No [ ] Monitor**

RECOMMENDATIONS

Staff Recommendation:
Staff recommends that the Council accept the third reading of the proposed amendments and proceed with adoption.

Committee/Board Recommendation:
The Advisory Group, Planning Commission and City Council Community Development Committee have all reviewed the proposed amendments to Title 1 and have forwarded their recommendation to adopt the amendments. All groups have recommended adoption of the changes and support adding the initiative and referendum section as they felt it gives voice to constituents if needed.

CITY COUNCIL OPTIONS

1. Accept the third and final reading of Ordinance 1512 adopting an updated version of Title 1 – General Provisions, relating to the general organizational structure of the City and the Municipal Code.

2. Request changes to Ordinance 1512 and direct staff to prepare a fourth reading of the ordinance.

PROPOSED MOTIONS

I MOVE TO APPROVE THE THIRD AND FINAL READING OF ORDINANCE 1512 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 1 – GENERAL PROVISIONS OF THE STANWOOD MUNICIPAL CODE.

CITY OF STANWOOD
WASHINGTON

ORDINANCE NO. 1512

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE (SMC) TITLE 1 - GENERAL PROVISIONS, AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices;

WHEREAS, amendments to Title 1, General Provisions, improves the flow and organization of the chapter; removes procedural processes from the general provisions, updates definitions and adds new Datum Plane and Initiative and Referendum chapters; and

WHEREAS, the amendment establishes clear guidelines for future code amendments to ensure consistency throughout the municipal code; and

WHEREAS, a general penalty section has been added to ensure such provisions apply throughout the municipal code if missing from other chapters; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 220162; and

WHEREAS, the Stanwood Advisory Group reviewed the draft ordinance at their November 30, 2022, regular meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Planning Commission and Community Development Committee reviewed the draft ordinance at a November 14, 2022, joint meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on February 9, 2023, a second reading on March 9, 2023, and their third and final reading on March 23, 2023, and accepted public comment; and

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

Section 1. Code Revisions. Stanwood Municipal Code Title 1, General Provisions, is repealed in its entirety and replaced with the new Title 1, General Provisions, as provided in Exhibit "A" attached to this ordinance and incorporated herein by reference as if set forth in full.

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

Section 3. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 4. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this ____ day of _____ 2023.

CITY OF STANWOOD

_____
Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____
Effective Date: _____

DRAFT

Attachment A

Title 1 General Provisions

Chapter 1.01 Code 1

Chapter 1.02 Interpretation 3

Chapter 1.04 Definitions 4

Chapter 1.10 Noncharter Code City 5

Chapter 1.12 General Penalty 5

Chapter 1.14 Datum Plane 6

Chapter 1.22 Initiative and Referendum 6

Chapter 1.01 Code

1.01.010 Adoption

This code is adopted pursuant to RCW 35A.21.130.

1.01.020 Content of this code.

This code consists of all the regulatory and penal ordinances and certain of the administrative ordinances of the City of Stanwood, Washington.

1.01.030 Title—Citation—Reference.

(1) This code may be cited as the “Stanwood Municipal Code” or by the initialism “SMC.”

(2) It is sufficient to refer to this code as the “Stanwood Municipal Code” in any prosecution for the violation of any provision thereof or in any proceeding at law or equity.

(3) It is sufficient to designate any ordinance adding to, amending, correcting, or repealing all or any part or portion thereof as an addition to, amendment to, correction or repeal of the “Stanwood Municipal Code.”

(4) Reference to the titles, chapters, and sections of the “Stanwood Municipal Code” apply to that numbered title, chapter, or section as it appears in the code.

(5) Whenever this code requires a sign to be posted to provide notice of a law or rule, it must include reference to the provision in the Stanwood Municipal Code, not to the ordinance number.

(6) Whenever a reference is made to this code as the “Stanwood Municipal Code” or to any portion thereof, or to any ordinance of the city of Stanwood, Washington, the reference applies to all amendments, corrections, and additions heretofore, now or hereafter made.

1.01.040 Numbering system.

(1) This code is numbered with the same tri-part system of numbering used in the Revised Code of Washington, in the form SMC X.YY.ZZZ (Title.Chapter.Section).

  (a) The first number is one or two digits that designates the title.

  (b) The second number is two digits, with a leading zero as necessary, that designates the chapter.

  (c) The third number is three digits, with leading zeros as necessary, that designates the section.

  (d) Paragraphs within each section are numbered with a hierarchical numbering scheme in the form (1)(a)(i)(A)(I).

(2) A single subject within the code should be organized into a chapter, unless the subject is so broad as to require an entire title.

1.01.050 Updates to the code.

(1) This code may be amended pursuant to per State law.

(2) As a codification of ordinances, this code may only be amended by ordinance, except for the correction mechanisms described in RCW 35.21.500, which may be directed by resolution.

(3) The City Council should take action by ordinance to enact or amend a local law, to create permanent policies for governance of the city, or when directed by state law to take a particular action by ordinance. The City Council should codify ordinances that enact or amend local laws or create permanent policies for governance of the city. When the City Council desires to include such an ordinance within this code, the City Council must include direction to codify the ordinance or otherwise amend the code in the text of the ordinance.

(4) Per RCW 35A.12.130, no section of the code may be revised and amended unless the ordinance amending the code section sets forth the revised section in full.

(5) Per RCW 35A.12.130, no ordinance may contain more than one subject, and that subject must be clearly expressed in its title.

(6) If the existing code section need only be amended, the text of the ordinance should expressly amend the code sections as follows:

  "Section X.YY.ZZZ is hereby amended to read as follows:"

(7) If the prior code section is to be totally replaced by the new ordinance, the text should specifically repeal the prior code section by stating:

  "Section X.YY.ZZZ is hereby repealed."

(8) Chapters and titles may be amended or repealed in a similar manner.

1.01.060 Title, chapter, and section headings.

Title, chapter, and section headings contained within this code may not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any part of this code.

1.01.070 Effect of code on past actions and obligations.

(1) The provisions of this code may not in any manner affect matters of record which refer to, or are otherwise connected with ordinances that are herein specifically designated by number or otherwise and which are

included within the code. Such reference must be construed to apply to the corresponding provisions contained within this code.

(2) The adoption of this code, or the repeal or amendment of any ordinance or part or portion of any ordinance, may not:

(a) affect in any manner the prosecution for violations of ordinances committed prior to the effective date of the ordinance codified in this chapter;

(b) be construed as a waiver of any license, fee, or penalty at the effective date of the ordinance codified in this chapter, due and unpaid under such ordinances;

(c) be construed as affecting any of the provisions of such ordinances relating to the collection of any such license, fee, or penalty, or the penal provisions applicable to any violation thereof;

(d) affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed, or deposited pursuant to any ordinance and all rights and obligations thereunder appertaining continue in full force and effect.

1.01.090 Severability.

If any section, subsection, sentence, clause, or phrase of this code is for any reason held to be invalid or unconstitutional, such decision may not affect the validity of the remaining portions of this code. The City Council declares that it would have passed this code, and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases had been declared invalid or unconstitutional, and if for any reason this code should be declared invalid or unconstitutional, then the original ordinance or ordinances will be in full force and effect.

Chapter 1.02 Interpretation

1.02.010 Applicability

This chapter applies to the entirety of the Stanwood Municipal Code unless specifically provided otherwise.

1.02.020 Interpretation

(1) All words used within this code have their normal and customary meanings unless specifically provided otherwise.

(2) Statements of purpose, policy, or intent throughout this code are explanatory but not by themselves binding.

(3) Words used in the present tense include the past and the future tenses and vice versa.

(4) Singular words include the plural, and the plural the singular.

(5) Any gender includes the other genders.

(6) Distances are measured horizontally unless provided otherwise.

(7) The use of the title of any officer, employee, department, board, or commission means that officer, employee, department, board, or commission of the city.

1.02.040 Words of authority

(1) "May" means "has authority to" or "is permitted to."

(2) "May not" means "is not permitted to."

(3) "Must" means "is required to."

(4) "Must not" means "is required not to."

(5) "Shall" conveys a mandatory instruction or duty.

(6) "Shall not" means "has a duty not to."

(7) "Will" expresses a subsequent action or obligation or a future contingency.

1.02.060 Symbols

(1) The < symbol means "less than."

(2) The ≤ symbol means "less than or equal to."

(3) The > symbol means "greater than."

(4) The ≥ symbol means "greater than or equal to."

1.02.080 Computation of timespans

Except when otherwise provided, the timespan within which an act is required to be done must be computed by excluding the first day and including the last day, unless the last day is Sunday or a holiday, in which case it must also be excluded.

Chapter 1.04 Definitions

1.04.010 Applicability

This chapter applies to the entirety of the Stanwood Municipal Code unless specifically provided otherwise.

1.04.020 Definitions

The following words and phrases whenever used in the ordinances of the city must be construed as defined in this chapter unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases.

“City” means the city of Stanwood, Washington, or the area within the territorial limits of the city of Stanwood.

“Council” means the city council of Stanwood.

“County” means the county of Snohomish, Washington.

"Day" means calendar day unless otherwise specified.

"Hearing examiner" means the officer appointed pursuant to SMC Chapter 2.22. Unless the context requires otherwise, the term “hearing examiner” includes any hearing examiner pro tem who may be appointed.

“Law” means applicable federal law, the Constitution and statutes of the state of Washington, the ordinances of the city, and when appropriate, general law, and any and all rules and regulations which may be promulgated thereunder.

"Mayor" means the mayor of Stanwood, or the mayor's designee when the mayor's authority has been delegated.

"Month" means a calendar month.

“Oath” includes affirmation.

“Ordinance” means a law of the city.

“Person” means a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

“State” means the state of Washington.

“Street” includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this city which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.

"Year" means a calendar year.

“Written” includes printed, typewritten, mimeographed, multigraphed, or electronically produced.

Chapter 1.10 Noncharter Code City

1.10.010 Classification adopted.

The City of Stanwood, a municipal corporation of Snohomish County, Washington, has adopted the classification of a noncharter code city, operating under the mayor-council plan of government as set forth in Chapter 35A.12 RCW, endowed with all of the applicable rights, powers, privileges, duties and obligations of noncharter code cities as set forth in RCW Title 35A, as this now exists amended, including but not by way of limitation those set forth in Chapter 35A.11, and further including any and all supplements, amendments or other modifications of RCW Title 35A, which may hereafter be enacted.

Chapter 1.12 General Penalty

1.12.010 Civil infractions, misdemeanors, and gross misdemeanors.

(1) Any person violating any provision or failing to comply with any of the mandatory requirements of the ordinances of the city may be subject to a civil infraction or a criminal charge. If not otherwise specified in the Stanwood Municipal Code, any violation of the City's ordinances is punishable as a class 1 civil infraction.

   (a) The maximum penalty and the default amount for a class 1 civil infraction shall be $250, not including statutory assessments;

   (b) The maximum penalty and the default amount for a class 2 civil infraction shall be $125, not including statutory assessments;

   (c) The maximum penalty and the default amount for a class 3 civil infraction shall be $50, not including statutory assessments; and

   (d) The maximum penalty and the default amount for a class 4 civil infraction shall be $25, not including statutory assessments.

(2) Except where a different punishment is prescribed by the Stanwood Municipal Code, any person convicted of a misdemeanor may be punished by a fine of not more than $1,000 or by imprisonment not to exceed 90 days, or both, except that:

   (a) whenever a lesser maximum penalty is provided under state law for a violation of an analogous provision of state law then such lesser maximum penalty applies;

   (b) whenever a minimum mandatory penalty is provided for violation of an analogous provision of state law then such minimum mandatory penalty applies.

(3) Except where a different punishment is prescribed by the Stanwood Municipal Code, any person convicted of a gross misdemeanor may be punished by a fine of not more than $5,000, or by imprisonment up to 364 days, or both, with the same exceptions as described in subsection (2)(a) and (2)(b).

1.12.020 Continuing offense

Each such person is guilty of a separate offense for each and every day during any portion of which any violation of any provision of the ordinances of the city is committed, continued, or allowed to continue by any such person, and is punishable accordingly.

Chapter 1.14 Datum Plane

1.14.010 Purpose

The City of Stanwood is located within known FEMA flood hazard areas. It is necessary to establish a "vertical datum" to be used for all purposes associated with community planning and development, together with any public works projects.

1.14.020 Established

(1) There is established a datum plane from which all elevations used in establishing the grades of the various streets, avenues, alleys, utilities, and public places of the city must be reckoned.

(2) The datum for vertical measurement is NAVD 88 (North American Vertical Datum 88).

(3) The datum for horizontal measurement is NAD 83 (North American Datum 83).

1.14.030 Grades and elevations to be taken from fixed base or datum.

(1) All grades and elevations to be established for any private or public works project within the city must be fixed and established with reference to, and must be described in feet and decimals above the base or level datum established in SMC 1.14.020.

(2) The horizontal control survey standards as adopted by RCW 58.20 and WAC 332-130-060 must also be followed.

Chapter 1.22 Initiative and Referendum

1.22.010 Purpose

The City of Stanwood desires to allow its residents to have the power to initiate legislation or refer a law passed by the City Council to the ballot so that voters may decide whether to uphold or repeal the law. The power of initiative is used to propose new legislation and the power of referendum is used to review previously adopted legislation.

1.22.020 Adoption

The City of Stanwood hereby adopts the power of initiative and referendum for the qualified electors of the city as provided pursuant to RCW 35A.11.080 and 35A.11.100. Such powers are to be exercised as provided in the above referenced sections of the Revised Code of Washington as they now exist or may be amended from time to time and said sections are hereby incorporated in full by this reference.

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**9b**
DATE:	March 23, 2023
SUBJECT:	Stanwood Municipal Code Title 2 – Personnel
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – Ordinance 1513 Adoption of Title 2 Amendments B – Ordinance 1513 Attachment A – Code Amendment

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PURPOSE

The purpose of this agenda item is for Council review and acceptance of the third and final reading of Ordinance 1513, adoption of updated Title 2 – Personnel of the Stanwood Municipal Code.

SUMMARY

Existing Title 2, Administration and Personnel, groups several disconnected topics into a single title, including council, board and committee descriptions, personnel descriptions and duties; emergency management operations; and public services fees. Grouping non-related chapters together can cause confusion and misinterpretations of city regulations. To simplify the code structure, Title 2 – Administration and Personnel has been renamed to Personnel and the administrative sections are being moved to new Title 4, Administration.

- Title 2, Personnel has been reorganized to follow the general hierarchical order of city government: City Council, Mayor, City Administrator, City Department Heads, Boards and Commissions, Hearing Examiner and Traffic Violations Bureau.
- Titles regarding police and fire services have been deleted as they are no longer relevant to current city operations as they are either provided through contract services or the North County Regional Fire Authority:
  - 2.20 – Volunteer Fire Department
  - 2.32 – Fire Marshal
  - 2.36 – Civil Service System – Fire Department
  - 2.40 – Police Department
- The following chapters have been moved to the new Title 4, Administration, as they appropriately describe city operations:
  - City hall hours
  - Public Employees Retirement System

    - Emergency Management
- All fees are moved to Title 3 – Revenue and Finance

The City Council held their first reading of the ordinance on February 9, 2023, at which the ordinance was introduced. Their second reading was held on March 9, 2023, where they supported several small text amendments which are noted in the analysis section below. This third and final reading of the ordinance includes those minor changes as directed by Council.

BACKGROUND

The last comprehensive update to the Stanwood Municipal Code occurred in the late 1960's. As the City has grown and development increased, so has the need for updated regulations. Fifty years of amendments has resulted in inconsistencies, conflicts and outdated regulations.

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. The update is intended to be user friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

Changes to the code use a "Style Guide" that applies a consistent approach to organization and drafting of the municipal code. This approach emphasizes plain language legal writing, modularity in the code organization, and avoidance of repetition to improve readability, predictability, and ease of administration. In general, titles and chapters have been reorganized for better flow and readability with similar topics being grouped together. Long, difficult paragraphs have been broken up into subsections and the "legalese" language removed.

To help guide the review of the amendments, two types of informational banners are included in the descriptive versions of each amendment. These blue- and yellow-colored bars highlight changes, recommendations and questions; it notes where new sections have been added or where moved.

Blue banner describes actions taken or issue descriptions.

Yellow banners highlight important policy issues.

Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being processed together. The first batch of amendments will begin with the general governmental structure of the city:

Title 1 - General Provisions,
Title 2 - Personnel, and

New Title 4 – Administration.

Titles 1, 2 and 4 will be adopted as three separate ordinances, but because of the interconnectivity between the Titles, they should be adopted simultaneously.

ANALYSIS

Following the style guide mentioned above, amendments to Title 2 – Personnel include the following:

Chapter 2.02 City Council

This chapter describes the Council duties and responsibilities.

One minor change has been made between the 2nd and 3rd reading to maintain consistency between the Mayor and City Council's compensation:

2.02.090 Compensation and Reimbursement.

(3) Expenses. Each councilmember ~~must~~ **may** be reimbursed for actual expenses incurred in the discharge of the councilmember's official duties upon presentation of a claim therefore, after allowance and approval by motion of the city council.

Chapter 2.04 Mayor

Similarly, to the Council Chapter, this chapter describes the Mayors duties and responsibilities and the procedures in the event of the mayor's absence.

Chapter 2.06 City Administrator

This chapter describes the duties and responsibilities of the City Administrator. One minor change from the second reading includes:

2.06.020 Appointment

(1) The position of City Administrator may be filled ~~at the pleasure of~~ **by** the Mayor, subject to the confirmation of the City Council.

Chapter 2.08 City Officers and Department Heads

This chapter describes the duties and responsibilities of each officer and department head. It also reorganizes other sections to standardize the organization structure of the chapter and describes one officer per section with authority, duties, and qualifications of each (per RCW 35A.12.020).

The following minor change has been added based on discussions at the second reading: the term Department Head has been changed to Department Director to be consistent with the remaining title descriptions.

Chapter 2.08 City Officers and Department ~~Head~~ Directors.

2.08.010 Default Provisions

(1) The provisions of this section apply to each of the city officers and department ~~heads~~ **directors** named in this chapter unless otherwise provided.

(2) The city officers and department ~~heads~~ **directors** named in this chapter are appointed by the mayor and do not require council confirmation.

(3) Each of the city officers and department ~~heads~~ **directors** named in this chapter may be removed by the mayor for any lawful reason.

(4) Each of the officers and department ~~heads~~ **directors** named in this chapter must be paid either the salary annually fixed by the city council or other compensation as described in a relevant interlocal agreement or personal services agreement.

(5) Each of the officers and department ~~heads~~ **directors** named in this chapter is responsible to the director of finance to authenticate and certify any claims for services rendered for performance of labor.

(6) Per RCW 35A.12.080, the clerk, treasurer, and chief of police must annually provide an official bond conditioned on the honest and faithful performance of their official duties. Compliance with the provisions of the bond is an essential qualification for the position.

Chapter 2.10 Default Rules for Boards, Commissions, and Committees

New chapter that establishes general default rules for operation of boards and commissions. No changes were made to this chapter from the second reading.

Chapter 2.12 Planning Commission

This Chapter modifies the existing code by breaking it up into multiple more readable sections for consistency with the Style Guide. Two minor changes include removing the conflict-of-interest section because it is now covered by the new Ethics code in Chapter in Title 4 and the Planning Commissioner removal section was deleted because it is covered by the default rules in Chapter 2.10.

The following minor change was made following the second reading: Subsection 1 was deleted as the default provisions allow the Planning Commission to make changes to their rules of procedures.

2.12.080 Rules of Procedure.

~~(1) The planning commission may adopt any lawful rule of procedure.~~

(1) A quorum consists of a majority of the appointed members of the Planning Commission. In the absence of a quorum, the Planning Commission may only take action to adjourn, per RCW 42.30.090.

(2) The Planning Commission's ~~rules of procedure~~ may also provide for the formation of committees less than 1a quorum.

2.14 Lodging Tax Advisory Committee

The Lodging Tax Advisory Committee duties and responsibilities is moved out of Title 3 and listed with the other boards and committees in Title 2. Similarly to other chapters, the text is broken into multiple sections consistent with the style guide, and cross-references to the lodging tax provisions in Title 3. New sections have been added describing the process for review and comment on lodging tax funding proposals, consistent with the statute. Default language such as "appointed by the legislative body of the municipality…" has been replaced with "appointed by the City Council".

2.16 Parks and Trails Advisory Committee

This is a new chapter that uses Resolution 2019-14 as a guide and follows the same format as the other boards and commissions chapters.

2.18 Economic Development Board

This is a new chapter that uses Resolution 2014-04 as a guide and follows the same format as the other board and commissions chapters.

The following two changes were made following the second reading: deleted the Mayor and City Administrator from board membership in 2.18.020 and removed subsection 1 in 2.18.060 as the general default rules allow boards and commissions to establish their own rules of procedure.

2.18.020 Membership

The Board consists of **seven voting members who must reside within the boundaries of the Stanwood Camano School District.**

~~(1) seven voting members who must reside within the boundaries of the Stanwood-Camano School District;~~

~~(2) the mayor, who does not have a vote;~~

~~(3) the city administrator, who does not have a vote.~~

2.18.060 Rules of Procedure

~~(1) The board may establish its own Rules of Procedure.~~

(1) Board members are encouraged to invite community stakeholders to meetings for the purpose of expanding the conversation and understanding of issues before the board. Stakeholders may participate in the meetings but are not eligible to vote on matters before the board. Stakeholders may include, but are not limited to, representatives of the following groups: chambers of commerce, downtown business associations, the Stanwood School District, clubs and organizations, and other community groups.

2.20 Salary Commission
This chapter is moved from existing Chapter 2.10, adjusted for consistency with the style guide.

2.30 Hearing Examiner
This chapter is a recodification of existing SMC Chapter 17.87 (zoning) creating the office of the Hearing Examiner. All such offices should be organized in Title 2, particularly since the Hearing Examiner is charged with hearing cases other than land use cases. The Hearing Examiner has reviewed the Chapter for consistency and best management practices. His recommendations have been integrated into the Chapter.

One issue for Council consideration is the adoption of a Hearing Examiner Pro-Tem in cases of potential conflict of interests. It is staff and committee recommendations that the Pro-Tem be appointed by the Council, not by the Hearing Examiner. As the Hearing Examiner makes final decisions on land use applications, the review authority should be appointed by the Council.

2.32 Traffic Violation Bureau
At the request of the police chief, this chapter has been modified for ease of reading and administration, references the correct RCW's and establishes the Cascade District Court as the processing court for traffic infractions.

Because this Bureau is not a multimember "board or commission" and is predominantly about traffic violations not personnel, it doesn't fit into this Title as well as other chapters. *This Chapter will be readopted in Title 10, Vehicles and Traffic, when we get to that Title in our code update project.*

Fiscal Impact			
No direct financial impact. Code work was already budgeted and approved through the Municipal Code Update Project contract and scope of work.			
Fund(s):	Staff Time		
Amount:	$	**Project Estimate:**	$ -
Budget Authorized	**[ ] Yes [ ] No**	**Amendment Required**	**[ ] Yes [ ] No [ ] Monitor**

RECOMMENDATIONS

Staff Recommendation:
Staff recommends that the Council accept the third and final reading of the proposed amendments and proceed with adoption.

Committee/Board Recommendation:

The Advisory Group, Planning Commission and City Council Community Development Committee have all reviewed the proposed amendments to Title 2 and have forwarded their recommendation to adopt the amendments. All groups have recommended adoption of the changes and support the restructuring of the Title to follow the general organizational chart of the City.

CITY COUNCIL OPTIONS

1. Accept the third and final reading of Ordinance 1513 adopting an updated version of Title 2 – Personnel, relating to the general organizational structure of the City.

2. Request changes to Ordinance 1513 and direct staff to prepare a fourth reading of the ordinance.

PROPOSED MOTION

I MOVE TO APPROVE THE THIRD AND FINAL READING OF ORDINANCE 1513 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 2 – PERSONNEL PROVISIONS OF THE STANWOOD MUNICIPAL CODE.

CITY OF STANWOOD
WASHINGTON

ORDINANCE NO. 1513

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE (SMC) TITLES 2 - PERSONNNEL, 3 – REVENUE AND FINANCE, AND 17 - ZONING, REPEALING OBSOLETE RESOLUTIONS, AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices;

WHEREAS, amendments to Title 2, Personnel, adopts new provisions and personnel duties reorganized around the general hierarchical order of city government: City Council, Mayor, City Administrator, City Department Heads, Boards and Commissions, Hearing Examiner and Traffic Violations Bureau; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 220163; and

WHEREAS, the Stanwood Advisory Group reviewed the draft ordinance at their November 30, 2022, regular meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Planning Commission and Community Development Committee reviewed the draft ordinance at a November 14, 2022, joint meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on February 9, 2023 a second reading on March 9, 2023, and their third and final reading on March 23, 2023, and accepted public comment; and

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

Section 1. Code Revisions. The Stanwood Municipal Code is hereby revised as follows:

A. SMC 2.32.060, Fee for Fire Inspections, is recodified to SMC 3.30.160.

B. SMC Chapter 2.48, Public Services—Fees, is recodified to SMC Chapter 3.31

C. Stanwood Municipal Code Title 2, Administration and Personnel, is repealed in its entirety and replaced with the Title 2, Personnel, as provided in Exhibit "A" attached to this ordinance and incorporated herein by reference as if set forth in full.

D. SMC 3.36.055, Lodging Tax Advisory Committee, is repealed.

E. SMC 17.87.120, Report of department, is recodified as SMC 17.80.381.

F. The remainder of SMC Chapter 17.87, Hearing Examiner, is repealed.

Section 2. Obsolete Resolutions. The following resolutions, the contents of which have been addressed the code provisions adopted above, are hereby repealed:

A. Resolution 2014-04 creating the Economic Development Board.

B. Resolution 2019-14 establishing the Parks and Trails Advisory Committee.

Section 3. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 4. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

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

PASSED AND APPROVED by the Stanwood City Council this ____ day of _____ 2023.

CITY OF STANWOOD

_____

Sid Roberts, Mayor

DRAFT

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____
Effective Date: _____

DRAFT

Attachment A

Title 2 Personnel

Chapter 2.02 City Council....1
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Chapter 2.02 City Council

2.02.020 Council positions.

In accordance with RCW 35A.12.010, the City Council has seven council member positions.

2.02.040 Mayor pro tempore

Annually, at the first meeting of the City Council, the members thereof must choose a councilmember for the position of mayor pro tempore. In addition to the powers conferred upon that councilmember as mayor pro tempore, that councilmember continues to have all the rights, privileges, and immunities of every other member of the council.

2.02.050 Meetings—Schedule

(1) Per RCW 42.30.070, the City Council's regular meeting schedule is the second and fourth Thursdays of each month at 7:00 p.m., except that when the date for any regular meeting of the City Council falls upon a day designated by law as a legal or national holiday, that meeting must be held at the same hour on the preceding Monday if it is not a holiday.

(2) Scheduled City Council meetings may be canceled consistent with the City Council's adopted rules of procedure.

(3) Special meetings of the City Council may be scheduled by the mayor or council according to the City Council rules of procedure and RCW 35A.12.110 and 42.30.080.

2.02.060 Meetings—Location.

(1) The City Council must hold its meetings at the Stanwood Camano School District Administration Building, located at 26920 Pioneer Highway, Stanwood, Washington, unless:

  (a) Notice has been given for a special meeting that states an alternate location; or

  (b) The meeting is convened at the regular location and then moved to another location for review of city business, or for the convenience of the council.

(2) Remote participation in City Council meetings must be consistent with the City Council's rules of procedure. Consistent with RCW Chapter 42.30, the City Council must also offer a physical location for observation of its meetings.

2.02.070 Meetings—Notice of agenda

(1) The City Clerk must notify the public of the preliminary agenda for a forthcoming city council meeting by posting the agenda at least 24 hours before the meeting:

  (a) to the City website, consistent with RCW 42.30.077; and

  (b) in a prominent location at the following public places:

    (i) Stanwood City Hall, 10220 270th St. NW, Stanwood, WA 98292;

    (ii) Stanwood Police Station, 8727 271st NW, Stanwood WA 98292;

    (iii) Stanwood City Library, 9701 271st St. NW, Stanwood, WA 98292;

    (iv) Stanwood Post Office, 9229 271st St. NW, Stanwood, WA 98292.

(2) Nothing in this section prohibits subsequent modifications to agendas nor invalidates any otherwise legal action taken at a meeting where the agenda was not posted in accordance with this section.

2.02.080 Rules of procedure.

The City Council may adopt rules to govern the conduct of its meetings and affairs by resolution.

2.02.090 Compensation and reimbursement.

(1) Default compensation. The compensation of councilmembers must be determined by the salary commission pursuant to SMC Chapter 2.20.

(2) Mayor pro tem. In the event of the absence of the mayor for a period of 30 days or longer, the mayor pro tempore is entitled to receive the mayor’s compensation for the duration of said absence

(3) Expenses. Each councilmember may be reimbursed for actual expenses incurred in the discharge of the councilmember's official duties upon presentation of a claim therefore, after allowance and approval by motion of the city council.

(4) Waiver and election not to receive compensation. A councilmember may waive all or any portion of that councilmember's salary during that councilmember's term of office.

  (a) Notice of waiver must be:

    (i) In writing and delivered to the finance director prior to the effective date of such waiver; and

    (ii) Signed by the council member and their spouse, if married, as required by RCW 49.48.100. Signatures must be acknowledged by a notary public.

(b) A waiver is only effective for salary earned starting on the effective date of the waiver.

(c) A waiver continues in effect until withdrawn in writing, signed by the councilmember and the councilmember's spouse, and delivered to the finance director.

Chapter 2.04 Mayor

2.04.020 Duties and authority

The mayor has all the duties and authority provided by state law, including those established in RCW 35A.12.100.

2.04.040 Compensation and benefits

(1) Salary.

(a) The mayor may receive, as compensation for services to the City of Stanwood and attendance at regular council meetings, a payment as determined by the salary commission pursuant to SMC Chapter 2.20.

(b) The mayor may voluntarily waive and elect not to be paid all or any portion of the mayor's salary during their term of office in the same manner available to councilmembers in SMC 2.02.090.

(2) Expenses. The mayor may receive reimbursement for the mayor's actual and necessary expenses incurred in the performance of the duties of his office, consistent with city policy on such reimbursements.

(3) Benefits.

(a) Health insurance. The mayor is entitled to receive the same health insurance benefits as are available to the City’s exempt employees.

(b) Retirement. The mayor may be eligible for pension and retirement benefits available to other city employees, including those available through the State Public Employees Retirement System (PERS), if the Mayor meets the employment requirements per State law.

(c) Paid time-off. As an elected official with a fixed salary, the mayor does not accrue leave time and is not eligible for vacation, sick, or disability time.

Chapter 2.06 City Administrator

2.06.010 Position created.

There is created the office of city administrator with the authority, powers, and duties as described in this chapter.

2.06.020 Appointment.

(1) The position of City Administrator may be filled by the Mayor, subject to the confirmation of the City Council.

(2) The City may specify additional terms and conditions of employment in a written agreement executed by the Mayor and approved by the City Council.

2.06.030 Scope of authority.

Under the direction and authority of the mayor, the city administrator must supervise, administer, and coordinate the activities and functions of all city officers, departments, commissions, and boards to implement

city ordinances and policies through the effective use of city employees, funds, grants, materials, facilities, and time, and control the overall operations of the city to ensure optimum service to the community.

2.06.050 Powers and duties.

Under the direction and authority of the mayor the city administrator has the following powers and duties:

(1) Plan and direct all administrative activities of the city, develop and implement internal policies and procedures, evaluate city employees, and take necessary actions to improve operations;

(2) Provide information and advice to the mayor, city council, other public officials and the general public regarding city operations;

(3) Act as the city representative in such areas as labor relations, intergovernmental relations, conferences, conventions and seminars related to public management;

(4) Delegate responsibility as necessary to accomplish the desired objectives;

(5) Attend meetings of the city council, and other boards and commissions as necessary to coordinate and satisfy the administrative needs of the city;

(6) Act to resolve operational conflicts, decide and implement alternate courses of action, formulate administrative policies and otherwise make decisions in the best interest of the city's operation; and

(7) Coordinate and supervise the preparation of the preliminary budget for submittal to the mayor, and administer the entire budget after its adoption.

Chapter 2.08 City Officers and Department Directors.

2.08.010 Default Provisions

(1) The provisions of this section apply to each of the city officers and department directors named in this chapter unless otherwise provided.

(2) The city officers and department directors named in this chapter are appointed by the mayor and do not require council confirmation.

(3) Each of the city officers and department directors named in this chapter may be removed by the mayor for any lawful reason.

(4) Each of the officers and department directors named in this chapter must be paid either the salary annually fixed by the city council or other compensation as described in a relevant interlocal agreement or personal services agreement.

(5) Each of the officers and department directors named in this chapter is responsible to the director of finance to authenticate and certify any claims for services rendered for performance of labor.

(6) Per RCW 35A.12.080, the clerk, treasurer, and chief of police must annually provide an official bond conditioned on the honest and faithful performance of their official duties. Compliance with the provisions of the bond is an essential qualification for the position.

2.08.020 City Attorney.

(1) Position created

There is created and established the position of City Attorney.

(2) Qualifications.

(a) The city attorney must be a practicing attorney.

(b) The city attorney need not be a resident of the city.

(3) Duties.

(a) The city attorney must advise the mayor, city council, and city staff on all questions of law presented to them in the course of their administration of city affairs.

(b) The city attorney must attend all regular and special meetings of the city council, unless excused by the mayor.

(c) The city attorney must attend meetings, when requested by the chair thereof, of committees of the city council. The city attorney must also attend public hearings when requested by the city's hearing examiner, city council, or mayor.

(d) The city attorney must prosecute or defend any litigation in any court involving the city.

(e) The city attorney must, when directed by the mayor, represent the city before any county, state or federal agency in any proceeding involving the city.

(f) The city attorney must, when a conflict of interest occurs in any city matter coming to their attention, advise and request the mayor appoint a temporary substitute city attorney as to any such matter.

(g) Consistent with the Rules for Professional Conduct, the city attorney owes a duty of representation to the city as an entity, not to the mayor, to the city council, or to any individual elected official or employee.

(4) Compensation.

The city attorney may receive compensation per an agreement for attorney services approved by the city council.

2.08.040 City Clerk.

(1) Position created

There is created and established the position of city clerk per RCW 35A.12.020.

(2) Duties and authority

The city clerk has all of the powers granted and duties imposed by authority of the laws of the state and ordinances of the city, now existing or hereinafter adopted, subject to the general supervision and control of the mayor.

2.08.060 Director of Finance

(1) Position created.

There is created and established the position of director of finance, which is also designed as city treasurer to perform in that capacity whenever the laws of the state or city make reference to such position.

(2) Duties and authority.

(a) The director of finance is responsible for management of the Finance Department and City Clerk.

(b) The director of finance may appoint a subordinate employee from the department to assist in the performance of the duties of city treasurer.

(c) The director of finance is appointed as the auditing officer to authenticate and certify that all claims against the city for materials furnished and services rendered are just, due, and unpaid obligations

against the city, upon such forms and in the manner prescribed by the Division of Municipal Corporations of the Washington State Auditor's Office.

(d) The director of finance is further authorized to issue payroll checks pursuant to the city budget.

(e) The director of finance is authorized to make investment of inactive funds of the city or other city funds, as authorized by RCW 39.59.040m in excess of current needs.

(f) The director of finance must make a quarterly report of all investment transactions to the city council.

2.08.080 Director of Community Development.

(1) Position created.

There is created and established the office of director of community development.

(2) Official designations.

The director of community development is designated as:

(a) The City's Shoreline Administrator under the State Shoreline Management Act;

(b) The City's SEPA Responsible Official under the State Environmental Policy Act;

(c) The City's Floodplain Manager.

(3) Duties and authority.

The director of community development is responsible for the following:

(a) Management of the Community Development Department;

(b) Administration of the comprehensive plan of the city, and implementation of activities related to the Growth Management Act;

(c) Provision of long-range planning for the city related to land use and development, housing, economic development, construction, and annexation;

(d) Coordination, development, and implementation of city policy related to land use planning and development, housing, economic development, and construction;

(e) Provision of staff support for the planning commission;

(f) Administration and operation of the city's design and development review processes including plan review, permit coordination and issuance, and inspection and enforcement related to codes administered by the department;

(g) Administration and revision of the city's development regulations, including the zoning code, the Uniform and International Building Codes, maintenance codes, fire codes, and plumbing and electrical codes, construction codes and subdivision codes;

(h) Environmental protection, coordination, and administration of the city's environmental procedures code including compliance with Chapter 43.21C RCW, the State Environmental Policy Act (SEPA);

(i) Provision of permit and zoning information services;

(j) Provision of services of office of building official and code enforcement officer;

(k) Administration of the city's shoreline master program under the Shoreline Management Act;

(l) Representation of the city in regional planning issues;

(m) Provision of such other services as may be directed by the mayor.

2.08.100 Director of Public Works.

(1) Position created.

There is created and established the position of director of public works.

(2) Duties and authority.

The director of public works is responsible for the following:

(a) Management of the Public Works Department.

(b) Supervision of the operation of the city street, park, sewer, water and stormwater divisions;

(c) Supervision and administration of the layout, construction and maintenance of all public buildings, improvements, streets, alleyways and sidewalks;

(d) Supervision of the safety program of the city;

(e) Supervision of the acquisition, maintenance, operation and disposition of city maintenance equipment;

(f) Approval of construction change orders as provided in Chapter Nine of the Stanwood financial Management Policy, prior to city council's approval;

(g) Planning and implementation of a comprehensive capital improvement program for the city;

(h) Perpetuating public works improvements and projects by initiating and/or assisting in the acquisition of grants;

(i) Supervision and review of design and development plans, estimates, and contract documents for public works projects;

(j) Preparation and administration of departmental budget;

(k) Administration of public works construction contracts;

(l) Assisting in the development of new or revisions to existing ordinances and resolutions that affect the public works department;

(m) Serving as the technical advisor to the mayor and city council and other departments on engineering proposals and other public works activities;

(n) Direction of research and compilation of required reports; and

(o) Provision of such other services as may be directed by the mayor.

2.08.140 Police Chief.

(1) Position created.

There is created and established the position of police chief to perform such duties as are prescribed by contract for law enforcement services with the Snohomish County sheriff's office.

(2) Appointment.

The Snohomish County Sheriff may appoint a Snohomish County Sheriff's deputy as police chief per the process described in the City's interlocal agreement with Snohomish County.

(3) Oath

Upon appointment, the police chief must take an oath of office to faithfully defend the Constitution of the United States of America, the State of Washington, and the laws thereunder, including all ordinances of the City of Stanwood.

(4) Duties and authority.

(a) The police chief must manage the city police department and supervise its employees.

(b) The police chief, or the police chief's designee, must attend each meeting of the city council, and perform the duties of sergeant-at-arms unless excused from attendance by the mayor.

Chapter 2.10 Default Rules for Boards, Commissions, and Committees

2.10.010 Applicability

(1) This chapter applies to each multi-member City board, commission, and committee (in this chapter, each is referred as a "board") established in this title.

(2) This chapter does not apply to the city council.

2.10.020 Effect of this chapter

This chapter sets forth default standards for City boards that apply unless more specific provisions of this code direct otherwise.

2.10.030 Eligibility

Eligibility to serve as a member of each board must be established in each chapter establishing the board.

2.10.040 Terms

Term length, and any limits on number of terms, for members of each board must be established in each chapter establishing the board.

2.10.050 Appointment

(1) Members of each board are appointed by the mayor.

(2) Appointments to each board require confirmation by the city council.

(3) When a vacancy occurs in the middle of a term, the mayor may appoint a replacement only for the remainder of the unexpired term.

2.10.060 Removal

(1) A member of a board may be removed by the mayor for neglect of duty or malfeasance in office.

(2) A member of a board who fails to attend three consecutive regular meetings of the board, without being excused by vote of the board, may be removed from the board by the Mayor.

2.10.070 Compensation and reimbursement

Appointed members of all city boards, commissions, or committees may not receive any salary, benefits, or compensation but may be reimbursed for their actual and necessary expenses incurred in the performance of the duties of their office consistent with city reimbursement policy.

2.10.080 Limitations on authority.

Boards do not have authority to set city policy or authorize expenditures.

2.10.090 Rules of procedure

(1) The rules contained in the current edition of "Roberts Rules of Order Newly Revised," utilizing its special rules for small boards, govern the proceedings of each board in all cases to which they are applicable and not inconsistent with any special rules of order each board adopts.

(2) Each board has the power to adopt its own special rules of procedure.

2.10.100 Rules for remote participation in meetings

(1) Meetings of the board must be held at a physical location, but board members may participate remotely by phone or other electronic system, subject to any limitations established in rules adopted by the Board to govern such participation.

(2) City staff must manage the electronic connection information for any meeting of the board. Staff must send by e-mail to every member of the board, at least 24 hours before each meeting, the time and location of the meeting and electronic link, or phone number and any access code, to participate remotely in the meeting.

(3) Arrival announcements. Members who participate in the meeting remotely must announce themselves at the first opportunity after joining the meeting, but may not interrupt a speaker to do so.

(4) Departure announcements. Members who leave the telephone conference call or the meeting room before adjournment must announce their departure, but may not interrupt a speaker to do so.

(5) Quorum. The presence of a quorum must be established by roll call at the beginning of the meeting and on the demand of any member. Such a demand may be made following the departure of any member or following the taking of any vote for which the announced totals add to less than a quorum.

(6) Obtaining the floor. To seek recognition by the chair, a member must address the chair and state his or her own name. If the remote meeting platform permits, a member should utilize any feature of the platform that allows for a person to seek to be recognized (e.g., the hand raise function).

(7) Voting methods. All votes must be taken by roll call. Unless the board orders a fully recorded roll-call vote, only the number of votes on each side and the number of members present but not voting (including members participating by phone) need be entered in the minutes. Business may also be conducted by unanimous consent.

(8) Loss of meeting-room connection. Any business transacted while the meeting-room speakerphone is disconnected from the telephone conference call is void, except that the members present in the meeting room at such a time may take those actions that are in order in the absence of a quorum.

(9) Other technical malfunctions and requirements. Each member is responsible for his or her connection to the telephone conference call; no action may be invalidated on the grounds that the loss of, or poor quality of, a member’s individual connection prevented participation in the meeting.

(10) Forced disconnections. The chair may order a disconnect or mute of a member’s connection if it is causing undue interference with the meeting. The chair’s decision to do so, which is subject to an undebatable appeal that can be made by any member, must be announced during the meeting and recorded in any minutes.

Chapter 2.12 Planning Commission

2.12.010 Established

There is hereby established a planning commission pursuant to Chapter 35A.63 RCW.

2.12.020 Members

(1) The planning commission consists of seven members.

(2) At least five members of the planning commission must reside within the corporate limits of the city of Stanwood.

(3) Two members of the commission may be residents of either the urban growth area, or individuals representing a Stanwood business or Stanwood-area community-based nonprofit organization that has a location in the city.

2.12.030 Appointment

Members of the planning commission are appointed by the mayor and confirmed by the city council.

2.12.040 Term of Office

Members of the commission serve a term of five years and may be reappointed for additional five-year terms.

2.12.050 Powers and Duties

The planning commission has the duty to:

(1) advise the mayor and city council in matters concerning amendment of the comprehensive plan, and the land use and development regulations, not including adoption of the international building and related codes;

(2) perform the functions directed by SMC Title 17;

(3) hold public meetings and hearings when called for by this code;

(4) provide the city council with copies of all minutes of each session of the planning commission;

(5) prepare and submit to the city council for adoption any additional plans and undertake any plans and studies assigned by the city council; and

(6) perform other duties as assigned by city council.

2.12.060 Organization

The commission may organize itself by electing a chairperson and vice-chairperson, and must be provided with a secretary hired by the city.

2.12.070 Meetings

The commission may designate the time and place for a regular monthly meeting. If there is no business to be transacted by the planning commission in any month, the meeting may be canceled.

2.12.080 Rules of Procedure.

(1) A quorum consists of a majority of the appointed members of the Planning Commission. In the absence of a quorum, the Planning Commission may only take action to adjourn, per RCW 42.30.090.

(2) The Planning Commission may also provide for the formation of committees less than a quorum.

Chapter 2.14 Lodging Tax Advisory Committee

2.14.010 Creation.

Consistent with RCW 67.28.1817, a Lodging Tax Advisory Committee ("LTAC") is established to provide recommendations on the funds collected per SMC Chapter 3.36.

2.14.020 Membership.

(1) LTAC consists of five members including:

  (a) Two members who are representatives of businesses required to collect the tax under SMC Chapter 3.36; and

  (b) Two members who are persons involved in activities authorized to be funded by revenue received under SMC Chapter 3.36.

  (c) A City Councilmember or the mayor who, per RCW 67.28.1817(1), must serve as chair of LTAC;

(2) Per RCW 67.28.1817(1):

  (a) Persons who are eligible for appointment under subsection (1)(a) of this section are not eligible for appointment under subsection (1)(b) of this section.

  (b) Persons who are eligible for appointment under subsection (1)(b) of this section are not eligible for appointment under subsection (1)(a) of this section.

  (c) The number of members who are representatives of businesses required to collect tax under this chapter must equal the number of members who are involved in activities authorized to be funded by revenue received under this chapter.

  (d) Organizations representing businesses required to collect tax under this chapter, organizations involved in activities authorized to be funded by revenue received under this chapter, and local agencies involved in tourism promotion may submit recommendations for membership on the committee.

2.14.030 Appointment

(1) Each year, the City Council must appoint LTAC membership for the remainder of the calendar year by resolution.

(2) Appointments last for the remainder of the calendar year and terminate at the end of the year.

2.14.040 Duties and authority.

(1) LTAC has the authority to make recommendations to the City Council on lodging tax matters per RCW 67.28.1817(2) and this chapter, and on other subjects as the City Council may request.

(2) LTAC does not have authority to set City policy or authorize expenditures.

(3) LTAC meetings must comply with the Open Public Meetings Act, RCW Chapter 42.30.

(4) LTAC members must comply with the Open Government Trainings Act, RCW 42.30.205.

2.14.050 Recommendations on lodging tax funds

(1) Any proposals for the imposition or expenditure of hotel-motel/lodging tax funds, whether it involves the imposition of a tax, an increase in the rate of a tax, repeal of an exemption from a tax, or a change in the use of revenue received, must be submitted to LTAC for review and comment.

(2) The submission must occur at least 45 days before final action on or passage of the proposal by the City Council.

(3) LTAC must submit comments including an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund created under RCW 67.28.1815.

(4) Failure of LTAC to submit comments before final action on or passage of the proposal may not prevent the City Council from acting on the proposal. The City Council is not required to submit an amended proposal to an advisory committee under this section.

Chapter 2.16 Parks and Trail Advisory Committee

2.16.010 Creation.

(1) The City of Stanwood Parks and Trails Advisory Committee ("the Committee") is created to advise the mayor and city council on matters pertaining to park development, use, and maintenance.

(2) This chapter continues the Parks and Trails Advisory Committee created by Resolution 2019-14.

2.16.020 Membership

(1) The Committee consists of seven members.

(2) At least four members must be residents of the City of Stanwood.

(3) All members must be residents of the Stanwood-Camano School District.

2.16.030 Appointment

(1) The mayor must appoint the members of the Committee for four-year terms. Appointments must be confirmed by the City Council.

(2) To ensure term expirations are staggered, the initial terms of members of the board are as follows:

  (a) Four members must be appointed to initial four-year terms;

  (b) Three members must be appointed to initial two-year terms;

2.16.040 Duties and authority.

(1) The board has the authority to make recommendations to the mayor and city council.

(2) The board has the duty to:

  (a) Provide a communication link between the city and the Stanwood/Camano community on parks and trail issues;

  (b) Advise the city on implementation of the various parks and trails plans;

  (c) Review and make recommendations regarding park and trail facilities including land acquisition, development, financing, programming, and capital improvement needs;

  (d) Advise the city on park-related grant applications; and

  (e) Make recommendations on work programs, policy issues, and amendments to the Stanwood Municipal Code related to parks.

2.16.050 Meetings

The Committee must meet at least six times per year at a time and place established by the Committee.

2.16.060 Staffing

The Public Works Department must staff the Committee unless otherwise determined by the mayor.

Chapter 2.18 Economic Development Board

2.18.010 Creation

(1) The City of Stanwood Economic Development Board ("the board") is created to assist the City in implementation of the Economic Development Element of the city's Comprehensive Plan and the city's Economic Development Action Plan.

(2) This chapter continues the Economic Development Board created by Resolution 2014-04.

2.18.020 Membership

The Board consists of seven voting members who must reside within the boundaries of the Stanwood-Camano School District.

2.18.030 Appointment

(1) The mayor must appoint the seven voting members of the board for two-year terms.

(2) To ensure term expirations are staggered, the initial terms of members of the board are as follows:

  (a) Four members must be appointed to initial two-year terms;

  (b) Three members must be appointed to initial one-year terms.

2.18.040 Duties and authority

The board has the responsibility to:

(1) Provide a communication link between the city and the business community;

(2) Advise the City Council on implementation of the Economic Development Work Program;

(3) Advise the City Council on the business perspective on a range of policy issues such as capital planning, zoning amendments, and land use policy plans.

(4) Advise the Mayor on grant applications, consistent with the City's adopted Uniform Procurement Policies (Resolution 13-02 or later amended) for:

  (a) grants for special events that benefit Stanwood; and

  (b) grants for small capital projects benefiting Stanwood Downtown;

(5) Advise the City Council on other matters as requested by the City Council.

2.18.050 Meetings

(1) The board is intended to meet monthly.

(2) The board may set its own times for meetings.

2.18.060 Rules of Procedure

(1) Board members are encouraged to invite community stakeholders to meetings for the purpose of expanding the conversation and understanding of issues before the board. Stakeholders may participate in the meetings but are not eligible to vote on matters before the board. Stakeholders may include, but are not limited to, representatives of the following groups: chambers of commerce, downtown business associations, the Stanwood School District, clubs and organizations, and other community groups.

2.18.070 Staffing

The city must provide for staffing of the Board in amounts determined reasonable by the mayor.

Chapter 2.20 Salary Commission

2.20.010 Created

There is created a salary commission for the city.

2.20.020 Members

(1) The commission consist of five members, each of whom must be a resident of the city.

(2) A member may not be an officer, official, or employee of the city or an immediate family member of an officer, official, or employee of the city.

(3) For purposes of this section, “immediate family member” means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the city, whether or not living in the household of the officer, official, or employee.

2.20.030 Appointment

(1) The mayor must appoint members for three-year terms. Appointments must be confirmed by the city council.

(2) The initial members must be appointed for staggered terms of one, two, or three years.

(3) No person may be appointed to the commission for more than two terms.

2.20.040 Duties and authority.

(1) The commission has the duty to annually review the salaries paid by the city to each elected city official.

(2) The commission must meet between May 1 and July 31 of each year to determine salary adjustments to become effective on January 1 of the following year.

(3) After review, if the commission determines that the salary paid to any elected city official should be increased or decreased, the commission must file a written salary schedule with the city clerk indicating the increase or decrease in salary.

2.20.050 Effect of review

(1) Any increase or decrease in salary established by the commission becomes effective and incorporated into the city budget for the year following commission review without further action of the city council or the commission.

(2) Salary increases established by the commission are effective for all city elected officials, regardless of their terms of office.

(3) Salary decreases established by the commission become effective as to incumbent city elected officials at the beginning of their next term of office.

Chapter 2.30 Hearing Examiner

2.30.010 Purpose

The purpose of this chapter is to establish a Hearing Examiner for quasi-judicial hearings that will ensure procedural due process and appearance of fairness in public hearings and will provide an efficient and effective hearing process for quasi-judicial matters.

2.30.020 Creation

Pursuant to RCW 35A.63.170 and Article XI, Section 11 of the Washington State Constitution, the office of the hearing examiner is hereby created to perform the duties and functions specified in this chapter and elsewhere in this code.

2.30.030 Appointment

(1) The mayor may appoint the hearing examiner, subject to confirmation by majority vote of the city council.

(2) The mayor may also appoint one or more hearing examiners pro tem, subject to confirmation by majority vote of the city council, who may serve in the event of absence or disqualification of the hearing examiner.

(3) The terms of service of the hearing examiner or hearing examiner pro tem must be specified by a professional service contract.

2.30.040 Qualifications

The hearing examiner must be appointed solely with regard to his or her qualifications to perform the duties of the office, and will have such training and experience as will qualify the hearing examiner to conduct administrative and quasi-judicial hearings on regulatory enactments and to discharge such other functions conferred upon the hearing examiner by the mayor or city council. The hearing examiner may hold no other elected or appointed office in the city government.

2.30.050 Removal

The hearing examiner may be removed from office for cause by the mayor, subject to a majority vote of the city council.

2.30.060 Freedom from improper influence

No person, including city officials, elected or appointed, may attempt to influence a hearing examiner, interfere in any matter pending before the examiner, or engage in any ex parte communications with the hearing examiner, except at a public hearing duly called for the purpose of hearing testimony. This section does not prohibit the city attorney from rendering legal service to the hearing examiner upon request.

2.30.070 Conflict of interest and appearance of fairness

(1) The hearing examiner (or hearing examiner pro tem) must fully disclose to the parties any direct or indirect personal, financial, or familial interest that may influence the hearing examiner or interfere with the decision-making process. Any actual or potential conflict of interest must be disclosed to the parties and the city immediately upon discovery. If a party objects after such disclosure, the hearing must then be conducted by a hearing examiner pro tem.

(2) The appearance of fairness doctrine, as specified in Chapter 42.36 RCW, applies to all land use proceedings conducted by the examiner, and may result in the examiner's disqualification when necessary.

2.30.080 Rules

The hearing examiner has the power to propose rules and regulations for the scheduling and conduct of hearings and other procedural matters related to the duties of the office, which must be adopted by the City Council by resolution pursuant to RCW 35A.63.170.

2.30.090 Duties and authority

(1) The hearing examiner has the duty to:

(a) Hold public hearings and render decisions as prescribed by Title 17 Zoning, Permit types;

(b) Hear challenges to code interpretations made by the planning director;

(c) Hear cases and appeals related to code enforcement;

(d) Perform other regulatory, enforcement, or quasi-judicial functions as conferred upon the hearing examiner by the mayor or the city council or as required by ordinance.

(2) The hearing examiner has the authority to:

(a) Receive and examine available information;

(b) Conduct public hearings and prepare a record thereof;

(c) Administer oaths and affirmations;

(d) Examine witnesses;

(e) Regulate the course of the hearing;

(f) Make and enter decisions;

(g) Hold, at the hearing examiner's discretion, conferences for the settlement of simplification of issues;

(h) Dispose of procedural requests or similar matters; and

(i) Take any other action authorized by or necessary to carry out this chapter.

2.30.100 Public hearings

Where public hearings are required by state statute or city code, the hearing examiner must hold at least one such hearing prior to rendering a decision on any matter. All testimony at any such hearing must be given under oath.

Chapter 2.32 Traffic Violations Bureau

2.32.010 Creation

Pursuant to RCW 3.30.090, there is hereby established a Traffic Violations Bureau for the City of Stanwood, Washington, to assist in processing traffic violations.

2.32.030 Appointment of clerk

The mayor must appoint a Traffic Violations Bureau clerk, approved by the Presiding Judge, who must perform all duties assigned to the Traffic Violations Bureau.

2.32.040 Operation

(1) The Traffic Violations Bureau must operate consistent with RCW 3.30.090 and RCW Chapter 46.63, under the supervision of the Cascade District Court to assist the court in processing traffic infractions.

(2) The court is authorized to allow any and all traffic infractions issued by the City of Stanwood to be processed through the Traffic Violations Bureau. Any traffic infraction in the City of Stanwood is designated a traffic infraction that may be processed through the Traffic Violations Bureau.

(3) The Traffic Violations Bureau must receive the posting of penalties for traffic infractions to the extent authorized by the Cascade District Court. The Traffic Violations Bureau must issue a receipt acknowledging the posting to the alleged violator.

(4) All penalties paid to the Traffic Violations Bureau must be placed in the city's General Fund.

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**9c**
DATE:	March 23, 2023
SUBJECT:	Stanwood Municipal Code Title 4 – Administration
CONTACT PERSON:	Patricia Love, Community Development Director
ATTACHMENTS:	A – Ordinance 1514 Adoption of Title 4 Amendments B – Ordinance 1514 Attachment A – Code Amendment

PURPOSE

The purpose of this agenda item is for Council review and acceptance of the third and final reading of Ordinance 1514, adoption of updated Title 4 – Administration of the Stanwood Municipal Code.

SUMMARY

New Title 4, Administration, groups city governmental functions and processes into a single title. This creates a logical placeholder for future amendments that address general regulations or policies that apply citywide. New or relocated chapters include:

- City Government Operations - moved from Title 2
- Contracts - moved from Title 1
- Donations - moved From Title 3
- Defense and Indemnification of City Officers, Employees and Volunteers – new chapter and follows best practices
- Public Notices – moved from Title 1 and removes the Everett Herald as the City's newspaper of record
- Emergency Management – moved from Title 2
- Ethics – new chapter following the City of Kirkland's regulations

The City Council held their first reading of the ordinance on February 9, 2023, at which the ordinance was introduced. Their second reading was held on March 9, 2023, where they supported two small text amendment to the Ethics Chapter which are noted in the analysis section below. This third and final reading of the ordinance includes those minor changes as approved by Council.

BACKGROUND

The last comprehensive update to the Stanwood Municipal Code occurred in the late 1960's. As the City has grown and development increased, so has the need for updated regulations. Fifty years of amendments has resulted in inconsistencies, conflicts and outdated regulations.

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. The update is intended to be user friendly for staff, property owners and developers by 1) removing legalese and jargon unfamiliar to the lay person, 2) improving clarity and overall functionality, and 3) reflect regulatory best practices. The amendments will also be consistent with current case, state and federal laws.

Changes to the code use a "Style Guide" that applies a consistent approach to organization and drafting of the municipal code. This approach emphasizes plain language legal writing, modularity in the code organization, and avoidance of repetition to improve readability, predictability, and ease of administration. In general, titles and chapters have been reorganized for better flow and readability with similar topics being grouped together. Long, difficult paragraphs have been broken up into subsections and the "legalese" language removed.

To help guide the review of the amendments, two types of informational banners are included in the descriptive versions of each amendment. These blue- and yellow-colored bars highlight changes, recommendations and questions; it notes where new sections have been added or where moved.

ℹ Blue banner describes actions taken or issue descriptions.

Yellow banners highlight important policy issues.

Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other, being processed together. The first batch of amendments will begin with the general governmental structure of the city:

Title 1 - General Provisions,
Title 2 - Personnel, and
New Title 4 – Administration.

Titles 1, 2 and 4 will be adopted as three separate ordinances, but because of the interconnectivity between the Titles, they should be adopted simultaneously.

ANALYSIS

Following the style guide mentioned above, Title 4 – Administration is a new proposed Title. However, the Chapters within this Title are not new, just relocated for better logical flow and organization of the Municipal Code.

Chapter 4.02 City Governmental Operations
Code sections regarding city hall office hours, holidays, and participation in the public employee's retirement system have been moved from Title 2 to this new Title 4, Administration, with RCW citations updated.

Chapter 4.04 Contracts
This is a new chapter describing the City Council's delegation of contract authority to the mayor. Per RCW 35A.11.010, all contract authority is vested in the City Council until so delegated. This chapter also integrates content from existing SMC Chapter 1.10 regarding Public Works Contracts.

Chapter 4.06 Donations
This chapter is a recodification of existing SMC Chapter 3.25, Acceptance of Donations, adopted by ordinance 1502 in 2022, unmodified except for consistency with the style guide.

Chapter 4.08 Defense and Indemnification of City Officers, Employees, and volunteers
This is a new chapter with new content based on common code chapters from other jurisdictions. This chapter describes the circumstances under which the City will provide legal representation to defend a lawsuit filed against a city official from their conduct in the scope of their work for the city.

Chapter 4.10 Public Notices
This Chapter is based on existing code chapter 1.08 and has been moved to this administrative chapter. The publishing time period noted in the existing code has been removed from this chapter as it conflicted with other time periods listed in the Municipal Code. .Existing SMC 4.08.050 regarding notices for calls of bids has also been deleted, as it is more appropriate as a purchasing policy.

Chapter 4.12 Emergency Management
Emergency Management was moved from Title 2 to new Title 4, Administration, as it designates existing officials to various roles and lists procedural processes.

Chapter 4.14 Ethics
This is a new chapter of the Municipal Code that addresses ethics, acceptance of gifts, and conflict of interest rules for city elected officials, city officers, department heads, other staff, and members of city boards and commissions.

The following changes were made following the second reading: noted that a Board of Ethics shall be created by Council resolution when needed and set a maximum time frame of 90 days for the Board to hear the complaint. A sentence was also added clarifying that a complaint must meet the minimum submittal requirements or be returned to the complainant.

4.14.060 Board of Ethics

(1) The City Council ~~may~~ **shall** create a Board of Ethics by resolution **upon receipt of a complaint**. If the complaint involves a City Councilmember or the Mayor, that person(s) shall not participate in the process to establish a Board of Ethics.

(2) The resolution must specify the terms of the board members, and may provide for a board to perform its duties in regard to a specific matter or may appoint a board for a set term during which it will discharge its duties.

(3) The Board of Ethics must consist of three members: one to be appointed by the mayor; one to be appointed by two-thirds vote of the city council; and the third, who will serve as chair, to be appointed by the other two members of the Board.

(4) Any member of the Board of Ethics may be removed for just cause by a two-thirds vote of the city council, after written charges have been served on such member and a public hearing has been held by the city council.

4.14.080 Complaints—Filing—Contents

(1) Any person may file a complaint with the City Clerk against a specific person covered by this chapter.

(2) The complaint must:

(a) allege a violation of SMC 4.14.050 that occurred within the past two years and after the adoption of this chapter;

(b) set forth specific facts with enough precision and detail for the Board of Ethics to make a determination of sufficiency; and

(c) be signed under penalty of perjury by the person submitting it in a manner consistent with Chapter 9A.72 RCW.

(3) The City Clerk must transmit ~~the~~ complaint**s that meet requirements of subsection 2 above** to the Board of Ethics. **Complaints that do not meet the requirements of subsection 2 will be returned to the complainant.**

4.14.090 Complaints—Initial review

(1) The Board of Ethics must review the complaint and make a determination as to the sufficiency of the complaint within ~~30~~ **90** days of the city's receipt of the complaint.

(2) If the Board of Ethics determines the complaint is not sufficient, the Board of Ethics must dismiss the complaint. A complaint is sufficient if the allegations, if established, would violate SMC 4.14.050.

(3) If the Board of Ethics determines the complaint is sufficient, the Board of Ethics must dismiss the complaint if the Board of Ethics determines that:

(a) the violation was inadvertent or minor; or

(b) that a violation occurred, but actions have been taken to fully address the unethical conduct; or

(c) the compliant is not timely filed.

(4) Within seven days of the Board of Ethics making a decision under this section, the city clerk must send notice to the person who made the complaint and the person complained against.

(5) The determination of the Board of Ethics under this section is not reviewable.

Fiscal Impact			
No direct financial impact. Code work was already budgeted and approved through the Municipal Code Update Project contract and scope of work.			
Fund(s):	Staff Time		
Amount:	$	**Project Estimate:**	$ -
Budget Authorized	**[ ] Yes [ ] No**	**Amendment Required**	**[ ] Yes [ ] No** **[ ] Monitor**

RECOMMENDATIONS

Staff Recommendation:
Staff recommends that the Council accept the third and final reading of the proposed amendments and proceed with adoption.

Committee/Board Recommendation:
The Advisory Group, Planning Commission and City Council Community Development Committee have all reviewed the proposed amendments to Title 4 and have forwarded their recommendation to adopt the amendments.

CITY COUNCIL OPTIONS

1. Accept the third and final reading of Ordinance 1514 adopting new Title 4 – Administration, relating to the governmental functions and procedures of the City.

2. Request changes to Ordinance 1514 and direct staff to prepare a fourth reading of the ordinance.

PROPOSED MOTION

I MOVE TO APPROVE THE THIRD AND FINAL READING OF ORDINANCE 1514 AS SET FORTH IN ATTACHMENT "A" AMENDING TITLE 4 – ADMINISTRATION OF THE STANWOOD MUNICIPAL CODE.

CITY OF STANWOOD
WASHINGTON

ORDINANCE NO. 1514

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, AMENDING STANWOOD MUNICIPAL CODE (SMC) TITLE 3- REVENUE AND FINANCE, ADOPTING A NEW TITLE 4 - ADMINISTRATION, AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stanwood has begun a process to comprehensively update its municipal code to conform to current law and practice; and

WHEREAS, the purpose of this code amendment is to eliminate conflicts, improve clarity and overall function of the municipal code, and reflect current city and best practices;

WHEREAS, new Title 4 – Administration, has been created to consolidate citywide governmental functions and processes into a single title including: City Government Operations, Contracts, Donations, Defense and Indemnification, Emergency Management and Ethics; and

WHEREAS, the City of Stanwood SEPA Responsible Official has reviewed the proposed amendments to the Stanwood Municipal Code, determined that the amendments are categorically exempt from SEPA, and memorialized those conclusions under file number 220164; and

WHEREAS, the Stanwood Advisory Group reviewed the draft ordinance at their November 30, 2022, regular meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the Stanwood Planning Commission and Community Development Committee reviewed the draft ordinance at a November 14, 2022, joint meeting and has recommended that the City Council adopt the ordinance as presented; and

WHEREAS, the City Council held a public meeting and first reading of the draft code amendment on February 9, 2023, a second reading on March 9, 2023, and their third and final reading on March 23, 2023, and accepted public comment; and

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

Section 1. Code Revisions.

A. SMC Chapter 3.25, Acceptance of Donations, is repealed.

B. New Stanwood Municipal Code Title 4, Administration, is hereby adopted to read as set forth in Attachment "A", attached to this ordinance and incorporated herein by reference as if set forth in full.

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

Section 3. Authority to Make Necessary Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's clerical errors, references, ordinance numbers, section/subsection numbers and any references thereto.

Section 4. Effective Date. This Ordinance shall take effect five days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this ____ day of _____ 2023.

CITY OF STANWOOD

_____
Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____
Effective Date: _____

DRAFT

Attachment A

Title 4 Administration

Chapter 4.02 City Government Operations 1

Chapter 4.04 Contracts 1

Chapter 4.06 Donations 2

Chapter 4.08 Defense and Indemnification of City Officers, Employees, and Volunteers ... 4

Chapter 4.10 Public Notices 6

Chapter 4.12 Emergency Management 6

Chapter 4.14 Ethics 8

Chapter 4.02 City Government Operations

4.02.010 City Hall office hours

City Hall must be kept open for the transaction of business from 9:00 a.m. to 5:00 p.m., every business day, excepting Saturdays, Sundays, and legal holidays, and except as authorized by the mayor.

4.02.020 Holidays

RCW 1.16.050 establishing the state holiday schedule is hereby adopted by reference as the legal holidays of the City of Stanwood.

4.02.040 Participation in the Public Employees' Retirement System.

The City authorizes and approves the membership and participation of its eligible employees in the Washington Public Employees' Retirement System pursuant to RCW Chapter 41.40, and authorizes the expenditure of the necessary funds to cover its proportionate share for participation in the system.

Chapter 4.04 Contracts

4.04.010 Applicability

This chapter applies to all contracts between the City of Stanwood and any person or entity, and any amendments to such contracts.

4.04.020 Definitions

"Contract" means any agreement, written or spoken, between two or more parties that is intended to be enforceable by law, and includes, but is not limited to public works agreements, personal services agreements, employment contracts, grant agreements, agreements pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34 RCW), and leases of real property where the City is either the lessor or the lessee.

4.04.030 Authority to contract

(1) Per RCW 35A.11.010, the City's authority to contract, and be contracted with, is vested in the City Council.

(2) The City Council has delegated by resolution some of its authority to contract to the mayor, who may further delegate that authority, and may amend or rescind that authority at any time.

(3) All other contracts may only be authorized by the City Council.

4.04.040 Standards for contracts

(1) Contracts must be in writing.

(2) Contracts must be written in the name of the City of Stanwood and not any particular city official or department.

(3) Contracts for services must include a detailed scope of work.

(4) The City Attorney must develop form contracts to implement these requirements for the regular purchase of goods and services.

4.04.050 Review

All contracts must be reviewed by the following city staff members for consistency with the following criteria prior to approval:

(1) The Finance Director must determine the contract is consistent with budget provisions and city finance policies and procedures.

(2) The City Attorney must determine the contract is consistent with state, local, federal, and common law.

(3) The department head responsible for the agreement must determine the contract is consistent with the department's budget, capital plan, and department objectives. If the contract is not consistent with one of the above, the department head must demonstrate the contract is necessary.

(4) The department head must determine the contract is consistent with city procurement and contracting policies and procedures.

Chapter 4.06 Donations

4.06.010 Delegation.

Consistent with RCW 35.21.100, which provides that the city council may accept donations of money or property by ordinance, this chapter delegates city council authority to the mayor to accept such donations in circumstances with minimal risk and long-term obligation and reserves the city council's authority in all other circumstances.

4.06.020 Definitions.

As used in this chapter, the term "donation" refers to any money or property, real or personal, donated, devised, or bequeathed, with or without restriction, to the City of Stanwood. As used in this chapter, the term "donation" does not refer to any money or property, real or personal, that may be reasonably classified as a grant.

4.06.030 Acceptance of donations.

(1) Limitation on Acceptance of Donations.

(a) The City may accept and use donations only for purposes related to those powers granted to the City by law.

(b) Any donation to the City that is accompanied with any contingency, term, or condition on the use by the City of such donation that is inconsistent with this chapter or contrary to law must be declined by the City.

(c) The City may decline to accept any donation that is inconsistent with the policies, plans, goals, or any other ordinance of the City.

(2) Donation Thresholds.

(a) Monetary Donations under $5,000. The mayor is authorized to accept any monetary donation under $5,000 to the city, and to carry out the terms or conditions of the donation if such terms and conditions are within the powers granted to the city by law and this chapter. If no terms or conditions are attached to the donation, or such terms or conditions cannot be fulfilled or performed by the city, the city may expend or use the same for any public purpose consistent with this chapter.

(b) Monetary Donations of $5,000 or Greater. Acceptance of any monetary donation of $5,000 or greater must be approved by adoption of an ordinance by the city council. After approval by the city council, the mayor is authorized to accept such monetary donation to the city, and to carry out the terms or conditions of the donation if such terms and conditions are within the powers granted to the city by law and this chapter. If no terms or conditions are attached to the donation, or such terms or conditions cannot be fulfilled or performed by the city, the city may expend or use the same for any public purpose consistent with this chapter.

(c) Nonmonetary Donations Directly Supporting City Events or Community Activities. The mayor is authorized to accept nonmonetary donations that support specific city events and other community activities.

(d) Other Nonmonetary Donations. The mayor must assess the utility to the city and value of nonmonetary donations offered to the city (other than in subsection (1)(c) of this section).

(i) If the estimated value of the donation is less than $10,000, the mayor is authorized to accept such donations.

(ii) If the estimated value of the donation is $10,000 or greater, the mayor is authorized to accept such nonmonetary donation upon approval of an ordinance adopted by city council.

4.06.040 Procedure for acceptance of donation

All donations must be offered in writing to the city and directed to the mayor. If a donation is not approved or accepted by the city, such donation must be immediately returned to the private citizen, business group, or private organization attempting to make such donation in a manner that properly documents the return of such donation by the city.

4.06.050 Funds and accounting.

The finance director is directed to establish accounting procedures as may be necessary to carry out the terms of this chapter, in accordance with all applicable laws of the state of Washington and requirements of the office of the State Auditor.

Chapter 4.08 Defense and Indemnification of City Officers, Employees, and Volunteers

4.08.010 Definitions.

Unless the context indicates otherwise, the words and phrases used in this chapter have the following meanings:

"Employee" means any person who is or has been employed by the city.

"Official" means any person who is serving or has served as an elected city official, and any person who is serving or has served as an appointed member of any city board, commission, committee, or other appointed position with the city.

4.08.020 Legal representation.

(1) As a condition of service or employment the city must provide to an official or employee, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representations as may be reasonably necessary to defend a claim or law suit filed against such official or employee including coroner's inquests for police officers resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city. This chapter is subject to repeal or modification at the sole discretion of the city, unless such discretion is limited with respect to any employee or class of employees due to collective bargaining obligations.

(2) The legal services must be provided by the office of the city attorney unless:

   (a) Any provision of an applicable policy of insurance provides otherwise; or

   (b) A conflict of interest or ethical bar exists with respect to said representation.

(3) In the event that outside counsel is retained under subsection (2)(b) of this section, the city must indemnify the employee the reasonable costs of defense provided that in no event may the officer or employee be indemnified for attorneys' fees in excess of the hourly rates established by the city's contract with its city attorney. The officer or employee is liable for all hourly changes in excess of the rate.

4.08.030 Exclusions.

(1) Protection must not be offered under this chapter by the city to:

   (a) Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;

   (b) Any act or course of conduct of an official or employee which is not performed on behalf of the city;

   (c) Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the city; and/or

   (d) Any lawsuit or administrative action brought against an official or employee by or on behalf of the city. Nothing herein may be construed to waive or impair the right of the city council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.

(2) The provisions of this chapter have no force or effect with respect to any accident, occurrence, or circumstance for which the city or the official or employee is insured against loss or damages under the terms of any valid insurance policy, provided that this chapter provides protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this chapter are intended to be secondary

to any contract or policy of insurance owned by or applicable to any official or employee. The city has the right to require an employee to utilize any such policy protection prior to requesting the protection afforded by this chapter.

4.08.040 Determination of exclusion.

The determination of whether an official or employee may be afforded a defense by the city under the terms of this chapter may be finally determined by the city council on the recommendation of the mayor. The decision of the city council is final as a legislative determination of the city. Nothing herein precludes the city from undertaking an officer or employee's defense under a reservation of rights.

4.08.050 Representation and payment of claims—Conditions.

The provisions of this chapter apply only when the following conditions are met:

(1) In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved may, as soon as practicable, give the city attorney written notice thereof, identifying the official or employee involved, all information known to the official or employee involved, all information known to official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or law suit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.

(2) Upon receipt thereof, the official or employee must forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the city attorney, and must cooperate with the city attorney or an attorney designated by the city attorney, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the city because of any damage or claim of loss arising from said incident or course of conduct, including but not limited to rights of recovery for costs and attorneys' fees arising out of state or federal statute upon a determination that the suit brought is frivolous in nature.

(3) Such official or employee must attend interviews, depositions, hearings, and trials and must assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee and, in the event that an employee has left the employ of the city, no fee or compensation may be provided; and

(4) Such official or employee may not accept nor voluntarily make any payment, assume any obligation, or incur any expense relating to said claim or suit, other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss, or damage.

4.08.060 Effect of compliance with conditions.

If legal representation of an official or employee is undertaken by the city attorney, all the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the city must pay such judgment or settlement, provided, that the city may, at its discretion appeal as necessary such judgment.

4.08.070 Failure to comply with conditions.

If any official or employee fails or refuses to comply with any of the conditions of SMC 4.08.050, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter are inapplicable, and have no force or effect with respect to any such claim or litigation.

4.08.080 Reimbursement of incurred expenses.

(1) If the city determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the city must pay any judgment rendered against the official or employee and reasonable attorneys' fees incurred in defending against the claim. The city must pay any attorneys' fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter.

(2) If the city determines that a claim against a city official or employee does come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within the provisions of this chapter, then the city must be reimbursed for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter.

4.08.090 Conflict with provisions of insurance policies.

Nothing contained in this chapter may be construed to modify or amend any provision of any policy of insurance where any city official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions are controlling; provided, however, that nothing contained in this section may be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide the coverage detailed in this chapter outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter.

4.08.100 Pending claims.

The provisions of this chapter apply to any pending claim or lawsuit against an official or employee, or any such claim or lawsuit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit.

Chapter 4.10 Public Notices

4.10.010 Official newspaper designated.

Per RCW 35A.21.230, the Stanwood/Camano News is designated as the official newspaper of the city. All ordinances and notices published for the period and in the manner provided by law constitute due and legal notice.

4.10.020 Requirement to publish ordinances.

Every ordinance passed by the city council must be published once in the official newspaper of the city by summary or in its entirety. If the ordinance is published by summary, a statement must be included that the City will mail the full text of the ordinance upon request and will be available in the city clerk's office for inspection.

4.10.030 Costs of publication.

When publication of an official notice is required as a result of action initiated by a private party (including, but not limited to, a permit application), that party must pay the costs of publication.

Chapter 4.12 Emergency Management

4.12.020 Definitions

For the purposes of this chapter:

"Civil emergency" means any natural or human-caused disaster, including fire, flood, storm, explosion, chemical or biological hazard, earthquake, volcanic disturbance or other human or natural cause.

"Disaster" means the actual or threatened existence of conditions that place life, property or the environment in danger and potentially impact the provision of essential city services requiring an immediate response to protect life or property.

4.12.040 Proclamation of civil emergency

(1) Whenever a civil emergency, or the imminent threat thereof, occurs in the city and results in or threatens to result in the death or injury of persons or the destruction of or damage to property to such extent as to require, in the judgment of the mayor, extraordinary measures to protect the public peace, safety and welfare, the mayor must forthwith proclaim in writing the existence of a civil emergency.

(2) In the absence of the mayor, such a civil emergency may be declared by the mayor pro tem, and in the absence of the mayor pro tem, by the city administrator.

(3) The City Council shall ratify the proclamation by resolution at its next City Council meeting.

4.12.060 Emergency management organization—Created

Pursuant to Chapter 38.52 RCW, there is created in the city an emergency management organization for the purpose of performing local emergency management functions.

4.12.080 Emergency management organization—Powers

(1) The emergency management organization must operate under the policy guidance of the most current approved Stanwood comprehensive emergency management plan.

(2) The emergency management organization has all powers granted under Chapters 35A.33 and 38.52 RCW as now or hereafter amended and as may otherwise be provided by law.

4.12.100 Emergency management officials – Roles and responsibilities

The primary city emergency services officials are as follows:

(1) Director of Emergency Services.

(a) The mayor or designee serves as the director of emergency services.

(b) The director is directly responsible for the organization, administration, and operation of the emergency management organization.

(c) The director has the authority to approve the emergency operations plan and any amendments to it.

(2) Emergency Operations Manager.

(a) The City Administrator or designee serves as the emergency operations manager and may be an outside contracted position. At the direction of the director of emergency services, this role could be filled by the police chief or could be an outside contracted position.

(b) In a declared emergency, the Emergency Operations Manager has the authority to direct all human or material resources within the city to combat the effects of a threatened or any actual emergency as well as the authority to request assistance from other governmental entities.

(3) Emergency Operations Center (EOC) Manager.

(a) The fire chief or designee serves as the EOC Manager. At the direction of the Director of Emergency Services, this role could also be filled by the Police Chief or an outside contracted position.

(b) In a declared emergency, the EOC Manager manages the Emergency Operations Center (EOC), regardless of the EOC activation level.

(c) The EOC Manager will work closely with the Emergency Operations Manager and the Planning Section Chief to effectively run the EOC and assist with resource requirements.

(4) Emergency Management Coordinator.

(a) The emergency management coordinator must be appointed by the emergency operations manager in consultation with the director of emergency services, and may be an outside contracted position.

(b) The emergency management coordinator must coordinate development, implementation, and maintenance of the comprehensive emergency management plan.

(c) As part of this planning process, the emergency management coordinator must:

(i) coordinate with outside agencies and organizations involved in emergency planning;

(ii) provide for public education and information;

(iii) perform duties as assigned in the EOC, when activated; and

(iv) perform such other functions as the emergency operations manager may designate.

4.12.120 Emergency management response team

(1) There is created an emergency management response team to:

(a) oversee and provide policy recommendations to the mayor and city council during emergency and recovery periods;

(b) be responsible for development and maintenance of the emergency operations plan; and

(c) support emergency response operations.

(2) The emergency management response team consists of the following members:

(a) director of emergency services, who must serve as the chairperson;

(b) emergency operations manager;

(c) Emergency management coordinator;

(d) All city department heads;

(e) Any other persons appointed by the director of emergency services, including but not limited to other city personnel assigned emergency responsibilities, consultants, representatives from emergency support agencies such as the Red Cross, and representatives from neighboring governments and agencies.

Chapter 4.14 Ethics

4.14.010 Applicability

This chapter applies to:

(1) all city elected officials, including the mayor and city councilmembers;

(2) the city administrator and all city officers and department heads listed in SMC Chapter 2.08;

(3) all city employees;

(4) all members of city boards, commission, and committees.

4.14.020 Definitions

(1) "Gift" means anything of economic value for which no consideration is given. “Gift” does not include:

(a) Items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made as part of any design to gain or maintain influence in the city or with the recipient in connection with city matters;

(b) Items related to the outside business of the recipient that are customary and not related to the recipient’s performance of official duties;

(c) Items exchanged among officials and employees or a social event hosted or sponsored by a city officer or city employee for co-workers;

(d) Payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance, or trade mission made in an official capacity. As used in this subsection, “reasonable expenses” are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;

(e) Items an official or employee is authorized by law to accept;

(f) Payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide nonprofit governmental or nonprofit professional, educational, trade, or charitable association or institution. As used in this subsection, “reasonable travel expenses” are limited to travel, lodging, and subsistence expenses incurred the day before through the day after the event;

(g) Items returned by the recipient to the donor within thirty days of receipt or donated to a charitable organization within thirty days of receipt;

(h) Campaign contributions reported under Chapter 42.17 RCW;

(i) Discounts available to an individual as a member of an employee group, occupation, or similar broad-based group;

(j) Awards, prizes, scholarships, or other items provided in recognition of academic or scientific achievement.

(2) “Official” means any person to whom this chapter applies.

(3) “Relative” means spouse or domestic partner, child, step-child, parent, step-parent, parent-in-law, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, son- or daughter-in-law, brother- or sister-in-law.

4.14.030 Ethical standards

(1) Compliance with Other Laws. Officials must comply with federal, state, and city laws in the performance of their public duties. These laws include, but are not limited to: the United States and Washington Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures and open processes of government; and city ordinances and policies.

(a) As required by RCW 42.17.750, no official may knowingly solicit or encourage, directly or indirectly, any political contribution from any city employee.

(b) Except under limited circumstances described in RCW 42.17.130, no official may use or authorize the use of the facilities of the city for the purpose of assisting a campaign for the election of any person to any office, or for the promotion of or opposition to any ballot proposition in a manner not available to the general public on the same terms.

(2) Personal Integrity.

(a) The professional and personal conduct of officials must be above reproach and avoid even the appearance of impropriety.

(b) Officials must refrain from abusive conduct, threats of official action, personal accusations or verbal attacks upon the character or motives of other members of council, boards and commissions, the staff or public.

(c) Officials must be truthful and honest and not compromise themselves for advancement, honor, or personal gain.

(d) Officials must not directly or indirectly induce, encourage, or aid anyone to violate these standards and it is incumbent upon officials to make a good faith effort to address apparent violations of this code of ethics.

(3) Working for the Common Good. Recognizing that stewardship of the public interest must be their primary concern, officials will work for the common good of the people of the city and not for any private or personal interest, and they will ensure fair and equal treatment of all persons, claims and transactions coming before the city council, boards and commissions. Officials need to be mindful that making special requests of staff—even when the response does not benefit the official personally—puts staff in an awkward position.

(4) Respect for Process. Officials must perform their duties in accordance with the processes and rules of order established by the city council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the city council by city staff.

(5) Commitment to Transparency. Transparency, openness, and accountability are fundamental values of the city—and are also required by the laws of the state of Washington. The public has a right to inspect and copy public records unless exempt by law from disclosure. All materials relating to the conduct of city government that are prepared, possessed, used or retained by any official, including email and other electronic records, are subject to requirements for retention, protection, and disclosure. Officials may assume that all copies of materials received from city staff have already been archived and do not need to be retained. Officials must not discard, damage, or destroy the original copy of any public record unless directed by the city public records officer (the city clerk), who has responsibility to ensure that the city complies with the record retention schedules established under Chapter 40.14 RCW. Officials must promptly provide any records requested by the public records officer in response to a disclosure request under the Public Records Act, Chapter 42.56 RCW. It is the responsibility of the public records officer, together with the city attorney, to decide which records meet the definition of “public record” and whether or not they are exempt from disclosure; officials must not take it upon themselves to decide whether a record meets the definition of a public record, that a record is exempt from disclosure, or to otherwise conceal a record.

(6) Conduct of Public Meetings. Officials must prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. Officials must refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

(7) Decisions Based on Merit. Officials must base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

(8) Ex Parte Communications. In quasi-judicial matters, officials must publicly disclose substantive information that is relevant to a matter under consideration by the council or boards and commissions, which they may have received from sources outside of the public decision-making process.

(9) Attendance. As provided in RCW 35A.12.060, a councilmember forfeits his or her office by failing to attend three consecutive regular meetings of the council without being excused by the council. Unless excused, members of boards and commissions are expected to attend all meetings.

(10)Nepotism. Officials should not appoint relatives to boards or commissions or other appointed positions unless no similarly qualified candidates are available.

(11)Advocacy. When acting in an official capacity as a city official representing the city, officials must represent the official policies or positions of the city council, board, or commission to the best of their ability when the city council, board or commission has taken a position or given an instruction. When presenting their individual opinions and positions, members must explicitly state they do not represent their body or the city, nor will they allow the inference that they do.

(12)Policy Role of Officials. Officials must respect and adhere to the mayor-council structure of city government as described by Chapter 35A.12 RCW. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards and commissions, and city staff; the mayor and staff administer that policy.

4.14.040 Elected Officials

Any elected official to whom this chapter applies must comply with Public Disclosure Commission rules and regulations, including the obligation to annually file an F-1 Personal Financial Affairs Statement.

4.14.050 Prohibited conduct.

(1) Conflicts of Interest.

(a) In order to ensure their independence and impartiality on behalf of the common good, officials must not participate in government decisions in which any of the following has a financial interest:

(i) the official;

(ii) a relative;

(iii) an individual with whom the official resides; or

(iv) an entity that the official serves as an officer, director, trustee, partner, or employee.

(b) Officials must abstain from participating in deliberations and decision-making where conflicts exist. This section does not apply:

(i) to decisions regarding taxes or fees;

(ii) if the financial interest is shared with more than ten percent of the city's population; or

(iii) if the financial interest exists solely because of the official's ownership of less than one percent of the outstanding shares of a publicly traded corporation.

(2) Appearance of Conflict. If it could appear to a reasonable person, having knowledge of the relevant circumstances, that the official's judgment is impaired because of either (a) a personal or business relationship not covered under the foregoing subsection, or (b) a transaction or activity engaged in by the official, the official must make a public, written disclosure of the facts giving rise to the appearance of a conflict before participating in the matter.

(3) Misuse of Public Position or Resources. Except for infrequent use at little or no cost to the city, officials must not use public resources that are not available to the public in general, such as city staff time, equipment, supplies or facilities, for other than a city purpose.

(4) Representation of Third Parties. Except in the course of official duties, officials must not appear on behalf of the financial interests of third parties before the bodies on which the officials serve or in interaction with assigned staff. However, the members of the city council must not appear on behalf of the financial interest of third parties before the council or any board, commission or proceeding of the city, or in interaction with staff.

(5) Solicitations of Charitable Contributions. No official may make direct personal solicitations for charitable contributions from city employees.

(6) Confidential Information. Officials must not disclose or use any confidential information gained by reason of their official position for other than a city purpose. “Confidential information” means (1) specific information, rather than generalized knowledge, that is not available to a person who files a public records request, and (2) information made confidential by law.

(7) Gifts and Favors.

(a) Officials must not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which are not available to the public in general. They may not solicit or receive any thing of monetary value from any person or entity where the thing of monetary value has been solicited, or received or given or, to a reasonable person, would appear to have been solicited, received or given with intent to give or obtain special consideration or influence as to any action by the official in his or her official capacity. Nothing in this section prohibits campaign contributions which are solicited or received and reported in accordance with applicable law.

(b) No official may accept gifts, other than those specified in paragraph (e) below, with an aggregate value in excess of $50 from a single source in a calendar year or a single gift from multiple sources with a value in excess of $50 in accordance with RCW 42.52.150(1). If the $50 limit in RCW 42.52.150(1) is amended, this section must be deemed to reflect the amended amount.

(c) For purposes of this section, “single source” means any person, corporation, or entity, whether acting directly or through any agent or other intermediary, and “single gift” includes any event, item, or group of items used in conjunction with each other or any trip including transportation, lodging, and attendant costs, not excluded from the definition of gift in this chapter.

(d) The value of gifts given to an official's family member or guest must be attributed to the official for the purpose of determining whether the limit has been exceeded, unless an independent business, family, or social relationship exists between the donor and the family member or guest.

(e) The following items are presumed not to influence the vote, action, or judgment of the official, or be considered as part of a reward for action or inaction, and may be accepted without regard to the limit established by paragraph (a) of this subsection:

(i) Unsolicited flowers, plants, and floral arrangements;

(ii) Unsolicited advertising or promotional items of nominal value, such as pens and note pads;

(iii) Unsolicited tokens or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;

(iv) Unsolicited items received by a city officer or city employee for the purpose of evaluation or review, if the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item;

(v) Informational material, publications, or subscriptions related to the recipient’s performance of official duties;

(vi) Food and beverages consumed at hosted receptions where attendance is related to the city officer’s or city employee’s official duties;

(vii) Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization;

(viii) Unsolicited gifts from dignitaries from another state or a foreign country which are intended to be personal in nature; and

(ix) Food and beverages on infrequent occasions in the ordinary course of meals where attendance by the officer or employee is related to the performance of official duties.

(f) The presumption in paragraph (e) of this subsection is rebuttable and may be overcome based on the circumstances surrounding the giving and acceptance of the item.

4.14.060 Board of Ethics

(1) The City Council shall create a Board of Ethics by resolution upon receipt of a complaint. If the complaint involves a City Councilmember or the Mayor, that person(s) shall not participate in the process to establish a Board of Ethics.

(2) The resolution must specify the terms of the board members, and may provide for a board to perform its duties in regard to a specific matter or may appoint a board for a set term during which it will discharge its duties.

(3) The Board of Ethics must consist of three members: one to be appointed by the mayor; one to be appointed by two-thirds vote of the city council; and the third, who will serve as chair, to be appointed by the other two members of the Board.

(4) Any member of the Board of Ethics may be removed for just cause by a two-thirds vote of the city council, after written charges have been served on such member and a public hearing has been held by the city council.

4.14.070 Advisory opinions

(1) Upon request of any city elected official, city officer, or department head, the Board of Ethics must render written advisory opinions concerning the applicability of this chapter to either hypothetical circumstances, policies or situations of citywide interest, or circumstances solely related to the person making the request.

(2) All advisory opinions issued by the Board of Ethics must be maintained for public view on the city's website.

(3) The Board of Ethics may reconsider the questions and issues raised in an advisory opinion and, where the public interest requires, rescind, modify, or terminate the opinion, but a modified or terminated advisory opinion will not form the basis of a retroactive enforcement action against the original requestor.

(4) The Board of Ethics must endeavor to respond to requests for advisory opinions within 45 days of submission of the request, or more rapidly if the requester expresses urgency in the request.

(5) The Board of Ethics may not render opinions on matters that are the purview of other government agencies or officials, e.g., the public disclosure commission.

(6) A person’s conduct based in reasonable reliance on an advisory opinion rendered by the Board of Ethics may not be found to violate this code of ethics, as long as all material facts have been fully, completely, accurately presented in a written request for an advisory opinion, the Board of Ethics issues an advisory opinion that the described conduct would not violate the code of ethics, and the person’s conduct is consistent with the advisory opinion.

4.14.080 Complaints—Filing—Contents

(1) Any person may file a complaint with the City Clerk against a specific person covered by this chapter.

(2) The complaint must:

(a) allege a violation of SMC 4.14.050 that occurred within the past two years and after the adoption of this chapter;

(b) set forth specific facts with enough precision and detail for the Board of Ethics to make a determination of sufficiency; and

(c) be signed under penalty of perjury by the person submitting it in a manner consistent with Chapter 9A.72 RCW.

(3) The City Clerk must transmit complaints that meet requirements of subsection 2 above to the Board of Ethics. Complaints that do not meet the requirements of subsection 2 will be returned to the complainant.

4.14.090 Complaints—Initial review

(1) The Board of Ethics must review the complaint and make a determination as to the sufficiency of the complaint within 90 days of the city's receipt of the complaint.

(2) If the Board of Ethics determines the complaint is not sufficient, the Board of Ethics must dismiss the complaint. A complaint is sufficient if the allegations, if established, would violate SMC 4.14.050.

(3) If the Board of Ethics determines the complaint is sufficient, the Board of Ethics must dismiss the complaint if the Board of Ethics determines that:

(a) the violation was inadvertent or minor; or

(b) that a violation occurred, but actions have been taken to fully address the unethical conduct; or

(c) the compliant is not timely filed.

(4) Within seven days of the Board of Ethics making a decision under this section, the city clerk must send notice to the person who made the complaint and the person complained against.

(5) The determination of the Board of Ethics under this section is not reviewable.

4.14.100 Complaints—Hearing.

(1) Upon report of sufficiency from the Board of Ethics, the city clerk must schedule a public hearing to determine if a violation has occurred. Notice must be provided at least thirty days prior to the date of the hearing.

(2) The City Council must designate an attorney with experience in ethics matters as an Ethics Officer to conduct a hearing on the complaint.

(3) Conduct of Hearings.

(a) The Ethics Officer must conduct an informal hearing that affords the person complained against the opportunity the right to file a written answer to the charge and to appear at the hearing with or without legal counsel, submit testimony, be fully heard, and to examine and cross examine witnesses.

(b) The Ethics Officer is not bound by the strict rules of evidence prevailing in courts of law or equity. The Ethics Officer may call witnesses on his or her own motion and compel the production of books, records, papers, or other evidence as needed. To that end, the Ethics Officer may issue subpoenas and subpoenas duces tecum. All testimony must be under oath administered by the Ethics Officer. The Ethics Officer may adjourn the hearing from time to time to allow for the orderly presentation of evidence. The Ethics Officer must prepare an official record of the hearing, including all testimony, which must be recorded by mechanical device, and exhibits. The Ethics Officer is not required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.

(4) Within 30 days after the conclusion of the hearing, the Ethics Officer must, based upon a preponderance of the evidence, issue a decision including findings of fact, conclusions of law, and his or her recommended disposition. A copy of the findings, conclusions, and recommended disposition must be sent to:

(a) the person who made the complaint;

(b) the person complained against;

(c) the Board of Ethics.

4.14.110 Stipulated settlement.

At any time after a complaint has been filed with the Board of Ethics, the Board of Ethics may propose that the city council enter into a stipulation with the person complained against. The recommended stipulation must include the nature of the complaint, relevant facts, the reasons the Board of Ethics thinks a stipulation is appropriate, an admission of the violation by the person complained against, a promise by the person complained against not to repeat the violation, and if appropriate, a recommended remedy or penalty. The recommended stipulation must be sent to the person who made the complaint and the person complained against and forwarded to the city council for action. Approval by the city council will resolve the complaint and any violation.

4.14.120 Punishment of violation.

(1) If the Ethics Officer determines a violation has been committed, the Ethics Officer must transmit its recommendation as follows:

   (a) For a violation committed by an elected official, to the city council and mayor;

   (b) For a violation committed by a city officer or department head, to the city council and mayor;

   (c) For a violation committed by any other employee, to the mayor;

   (d) For a violation committed by a member of a city board, commission, or committee, to the city council and mayor.

(2) The mayor or city council, or both, may take one or more of the following actions against the person who committed the violation:

   (a) Dismissal of the complaint without penalties.

   (b) Referral of the complaint to another agency with jurisdiction over the violation, such as the Public Disclosure Commission. Final city action on the complaint may be stayed pending resolution of the matter by the agency to which it was referred.

   (c) Admonition: a verbal nonpublic statement made by the mayor to the violator.

   (d) Reprimand: a formal letter to the violator, signed by the mayor.

   (e) Censure: a written statement read personally to the violator by the city council in a public meeting. The violator must be instructed to appear at a time and place directed by the city council to receive the censure. Notice must be given at least 10 days before the scheduled appearance at which time a copy of the proposed censure must be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the censure. The city council must review the proposed censure in light of the request for review, and may take whatever action appears appropriate under the circumstances. If no such request is received, the censure must be administered at the time and place set. The violator may not be afforded the opportunity to make any statement about the censure. A censure is deemed administered at the time it is scheduled whether or not the individual appears as required. This is the highest form of disapproval available under this chapter for an elected official who has violated the code.

   (f) Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, or committee appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission, or committee.

4.14.130 Protection Against Retaliation

No official may take or threaten to take, directly or indirectly, official or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any person because that person files a complaint under this chapter.

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**11a**
DATE:	March 23, 2023
SUBJECT:	Six-Year Transportation Improvement Plan 2024-2029 discussion
CONTACT PERSON:	Kevin Hushagen, Public Works Director
ATTACHMENTS:	A - RCW 35.77.010 B – Map of Project Locations C – Project List D – Project Cost Spreadsheet E – 20 Year Comp Plan Transportation Cost Estimates

PURPOSE

The purpose of this agenda item is to discuss the City of Stanwood Six-year Transportation Improvement Plan (TIP).

BACKGROUND

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

Staff and the Public Works Committee reviewed the City's existing six-year TIP as well as future transportation improvement projects to update Stanwood's Six-Year TIP as required by RCW 35.77.010 (Attachment A).

The purpose of the Six-Year TIP is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program.

The approved plan may at any time be revised by a majority vote of the council, but only after a public hearing(s) has been noticed and held. Projects seeking grant or outside funding need to be identified on the Six-Year TIP.

The 2024-2029 Six Year Transportation Improvement Plan was reviewed and discussed by the Public Works Committee on February 6, 2023 and March 6, 2023. The committee proposed one additional project to be added to the TIP, and one project was removed that was completed. They are listed in the below summary of changes.

SUMMARY OF CHANGES FOR 2024-2029 TIP

Project No.	Project Name	Description	Action Taken
S-32	Sidewalk: 276th St NW- North	Continue sidewalks where it ends at the Pence development to 72nd Ave NW and then from Stanwood Senior Center to Housing Hope	Added to TIP
S-2	Sidewalk: 273rd PL NW	Add sidewalks to the north side of 273rd PL NW. between 100th AVE and 102nd Ave NW	Completed- Removed from TIP

ANALYSIS

There are no budget impacts or costs for development of the City's TIP. Council understands that it is not a requirement to fund all projects that are listed on the TIP. However, the TIP provides the City with a project list establishing the necessary foundation for the City to apply for State and Federal grant opportunities as well as analyzing and developing budget allocations sufficient to plan, engineer, permit, purchase right of way, and construct the proposed improvements as funds become available in the future (Attachments D).

RCW 35.77.010

Perpetual advanced six-year plans for coordinated transportation program expenditures—Nonmotorized transportation—Railroad right-of-way.

(1) The legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. If the city or town has adopted a comprehensive plan pursuant to chapter 35.63 or 35A.63 RCW, the inherent authority of a first-class city derived from its charter, or chapter 36.70A RCW, the program shall be consistent with this comprehensive plan. The program shall include any new or enhanced bicycle or pedestrian facilities identified pursuant to RCW 36.70A.070(6) or other applicable changes that promote nonmotorized transit.

The program shall be filed with the secretary of transportation not more than thirty days after its adoption. Annually thereafter the legislative body of each city and town shall review the work accomplished under the program and determine current city transportation needs. Based on these findings each such legislative body shall prepare and after public hearings thereon adopt a revised and extended comprehensive transportation program before July 1st of each year, and each one-year extension and revision shall be filed with the secretary of transportation not more than thirty days after its adoption. The purpose of this section is to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. The program may at any time be revised by a majority of the legislative body of a city or town, but only after a public hearing.

The six-year plan for each city or town shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region.

(2) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town will expend its moneys, including funds made available pursuant to chapter 47.30 RCW, for nonmotorized transportation purposes.

(3) Each six-year transportation program forwarded to the secretary in compliance with subsection (1) of this section shall contain information as to how a city or town shall act to preserve railroad right-of-way in the event the railroad ceases to operate in the city's or town's jurisdiction.

[2005 c 360 § 4. Prior: 1994 c 179 § 1; 1994 c 158 § 7; 1990 1st ex.s. c 17 § 59; 1988 c 167 § 6; 1984 c 7 § 23; 1977 ex.s. c 317 § 7; 1975 1st ex.s. c 215 § 1; 1967 ex.s. c 83 § 27; 1965 c 7 § 35.77.010; prior: 1961 c 195 § 2.]

Stanwood CIP Projects

City of Stanwood, WA

PRIORITY	PRO. #	STREET PROJECTS - CIP
1	R-2	80TH AVE RECONSTRUCTION PHASE 1
2	N-1	VIKING WAY-90TH AVE PHASE 2
3	I-2	64TH AND SR532 INTERSECTION
4	R-16	MAIN STREET BEAUTIFICATION
5	R-7	284TH ST IMPROVEMENTS
8	R-19	OVERLAY AND ADA IMPROVEMENTS
17	I-5	SR532/98TH DR NW HAMILTON ENTRANCE INTERSECTION
18	I-7	SR532 OVENELL PARK ENTRANCE AND 106TH AVE BYPASS
19	R-18	80TH AVE RECONSTRUCTION PHASE 2
20	R-5	101ST AVE RECONSTRUCTION & OVERLAY
21	R-17	WESTSIDE OVERLAYS

PRIORITY	PRO. #	SIDEWALK PROJECTS - NMTP
8	S-9	92ND AVE NW
10	S-2	273RD PL NW
11	S-18	72ND AVE NW
12	S-17	272ND ST NW
13	S-8	98TH DR NW
14	S-23	284TH ST NW-SOUTH
15	S-22	CEDARHOME DR NW
16	S-24	276TH SIDEWALK INFILL

PRIORITY	PRO. #	TRAIL PROJECTS - NMTP
6	T-1	STANWOOD PORT SUSAN TRAIL PHASE 2
7	T-4	STANWOOD PORT SUSAN TRIAL PHASE 3-5
15	T-3	CHURCH CREEK PARK LOOP TRAIL

LEGEND	
	CITY LIMITS
	URBAN GROWN BOUNDARY

STREET OVERLAY & ADA RAMPS

Priority No. / Proj No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
1	**80th Ave Reconstruction Phase 1 with Widening**		Other Grant Funding							$ -
R-2	PE	$ 50,000	TBD Funds	$ 100,000						$ 100,000
	ROW	$ 50,000	WSDOT Funds							$ -
	CN	$ 1,300,000	TIB Grant Funding							$ -
	TOTAL	$ 1,400,000	PSRC/STP Funding							$ -
	Comments: between approx.. 276th St to 280th PL NW. Road improvements including widening, intersection improvements, curb, gutter, sidewalk and planter strip.		Developer Funded							$ -
			Local - City	$ 1,300,000						$ 1,300,000
			SUBTOTAL THIS PROJECT	**$ 1,400,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,400,000**
2	**Viking Way-90th Ave Phase 2**		Other Grant Funding							$ -
N-1	PE	$ 286,000	TBD Funds	$ 76,000						$ 76,000
	ROW	$ 300,000	WSDOT Funds							$ -
	CN	$ 450,000	TIB Grant Funding							$ -
	TOTAL	$ 1,036,000	PSRC/RTCC funding	$ 890,000						$ 890,000
	Comments: project will construct a continuation of Viking Way from where the previous phase ended in 2020 to 92nd Ave, ultimately connecting 88th to 92nd eliminating an existing misalignment on 92nd. This new roadway will include curb, gutter, sidewalks, landscaping, street lighting, and underground utilities.		Developer Funded							$ -
			Local - City	$ 70,000						$ 70,000
			SUBTOTAL THIS PROJECT	**$ 1,036,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,036,000**
3	**64th and SR532 Intersection**		Other Grant Funding			$ 500,000	$ 100,000	$ 3,600,000		$ 4,200,000
I-2	PE	$ 500,000	TBD Funds							$ -
	ROW	$ 100,000	WSDOT Funds							$ -
	CN	$ 3,600,000	TIB Grant Funding							$ -
	TOTAL	$ 4,200,000	PSRC/STP Funding							$ -
	Comments: 64th & SR532. This project will include roundabout, curb, gutter, paving, and planter.		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ 500,000**	**$ 100,000**	**$ 3,600,000**	**$ -**	**$ 4,200,000**

Priority No. / Proj No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
4	**Main Street Beautification**		Other Grant Funding			$ 1,600,000	$ 371,000	$ 371,000	$ 5,440,000	$ 7,782,000
R-16	PE	$ 700,000	TBD Funds	$ 100,000						$ 100,000
	ROW		WSDOT Funds							$ -
	CN	$ 9,437,000	TIB Grant Funding							$ -
	TOTAL	$ 10,137,000	PSRC/STP Funding							$ -
	Comments: Camano Street, 92nd Ave, Brick Road/102nd Ave, 271st Street: 84th-88th AVE, 270th Street: City Hall Park to 102nd Ave, 271st Street: Central District incudes beautification, Lighting, gateway features, landscaping.		Developer Funded							$ -
			Local - City	$ 1,516,000	$ 739,000					$ 2,255,000
			SUBTOTAL THIS PROJECT	**$ 1,616,000**	**$ 739,000**	**$ 1,600,000**	**$ 371,000**	**$ 371,000**	**$ 5,440,000**	**$ 10,137,000**
5	**284th St Improvements**		Other Grant Funding							$ -
R-7	PE	$ 1,000,000	TBD Funds							$ -
	ROW	$ 622,000	WSDOT Funds							$ -
	CN	$ 4,078,000	TIB Grant Funding							$ -
	TOTAL	$ 5,700,000	PSRC/STP Funding							$ -
	Comments: Reconstruction and widen 284th Street from 80th Ave NW to 68th Ave NW		Developer Funded			$ 5,700,000				$ 5,700,000
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ 5,700,000**	**$ -**	**$ -**	**$ -**	**$ 5,700,000**
6	**Stanwood Port Susan Trail- Phase 2**		Other Grant Funding	$ 805,000						$ 805,000
T-1	PE	$ 5,000	TBD Funds							$ -
	ROW		WSDOT Funds							$ -
	CN	$ 1,833,000	TIB Grant Funding							$ -
	TOTAL	$ 1,838,000	PSRC/STP Funding							$ -
	Comments: Trail system: Phase 2 will include 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.		Developer Funded							$ -
			Local - City	$ 1,033,000						$ 1,033,000
			SUBTOTAL THIS PROJECT	**$ 1,838,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,838,000**

Priority No. / Proj No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
7	**Stanwood Port Susan Trail- Phase 3- 5**		Other Grant Funding			$ 1,200,000				$ 1,200,000
T-1	PE	$ 300,000	TBD Funds							$ -
	ROW		WSDOT Funds							$ -
	CN	$ 1,500,000	TIB Grant Funding							$ -
	TOTAL	$ 1,800,000	PSRC/STP Funding							$ -
	Comments: Trail system: Phase 3-5 will include Continue the 10 foot wide multi-purpose 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.		Developer Funded							$ -
			Local - City		$ 100,000		$ 100,000	$ 200,000	$ 200,000	$ 600,000
			SUBTOTAL THIS PROJECT	**$ -**	**$ 100,000**	**$ 1,200,000**	**$ 100,000**	**$ 200,000**	**$ 200,000**	**$ 1,800,000**
8	**Overlay and ADA Improvement**		Other Grant Funding							$ -
R-19	PE	$ 500,000	TBD Funds	$ 59,300	$ 41,000	$ 51,000	$ 45,000	$ 50,000	$ 50,000	$ 296,300
	ROW	$ -	WSDOT Funds							$ -
	CN	$ 2,136,800	TIB Grant Funding	$ 329,500	$ 369,000	$ 459,000	$ 383,000	$ 400,000	$ 400,000	$ 2,340,500
	TOTAL	$ 2,636,800	PSRC/STP Funding							$ -
	Comments: Asphalt overlay and ADA upgrades on 68th from 280th ST NW to city limits, and 72nd Ave NW from SR532 to Pioneer Hwy		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ 388,800**	**$ 410,000**	**$ 510,000**	**$ 428,000**	**$ 450,000**	**$ 450,000**	**$ 2,636,800**
9	**Sidewalk: 92nd Ave NW**		Other Grant Funding							$ -
S-9	PE	$ 50,000	TBD Funds	$ 100,000						$ 100,000
	ROW	$ 100,000	WSDOT Funds							$ -
	CN	$ 100,000	TIB Grant Funding							$ -
	TOTAL	$ 250,000	PSRC/STP Funding							$ -
	Comments: West side between north of 271st ST NW and 272nd ST NW.		Developer Funded							$ -
			Local - City	$ 290,000						$ 290,000
			SUBTOTAL THIS PROJECT	**$ 390,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 390,000**
	Sidewalk: 276th St NW		Other Grant Funding							$ -
	PE	$ -	TBD Funds	$ -						$ -
	ROW		WSDOT Funds							$ -
	CN	$ -	TIB Grant Funding							$ -
	TOTAL	$ -	PSRC/STP Funding							$ -
			Developer Funded							$ -
			Local - City	$ -						$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**

Priority No. / Proj No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
11	**Sidewalk: 72nd AVE NW**		Other Grant Funding - SRTS							$ -
S-18	PE	$ 5,000	TBD Funds	$ 25,000	$ 45,000					$ 70,000
	ROW	$ 20,000	WSDOT Funds							$ -
	CN	$ 250,000	TIB Grant Funding							$ -
	TOTAL	$ 275,000	PSRC/STP Funding							$ -
	Comments: Include Curb, gutter and construct missing sidewalk panels from 272nd St - 276th St		Developer Funded							$ -
			Local - City	$ -		$ 205,000				$ 205,000
			SUBTOTAL THIS PROJECT	**$ 25,000**	**$ 45,000**	**$ 205,000**	**$ -**	**$ -**	**$ -**	**$ 275,000**
12	**Sidewalk: 272nd St NW**		Other Grant Funding							$ -
S-17	PE	$ 20,000	TBD Funds		$ 95,000					$ 95,000
	ROW		WSDOT Funds							$ -
	CN	$ 250,000	TIB Grant Funding							$ -
	TOTAL	$ 270,000	PSRC/STP Funding							$ -
	Comments: North side between 72nd Ave and West of 78th Ave. Add curbing, gutter, sidewalk, and ADA requirements to the north side of 272nd St NW		Developer Funded							$ -
			Local - City		$ 175,000					$ 175,000
			SUBTOTAL THIS PROJECT	**$ -**	**$ 270,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 270,000**
13	**Sidewalk: 98th Dr. NW**		Other Grant Funding							$ -
S-8	PE	$ 20,540	TBD Funds			$ 75,000				$ 75,000
	ROW	$ 43,240	WSDOT Funds							$ -
	CN	$ 59,460	TIB Grant Funding							$ -
	TOTAL	$ 123,240	PSRC/STP Funding							$ -
	Comments: Widening roadway and add sidewalk on east side of 98th Dr. NW between SR532 and 270th St.		Developer Funded							$ -
			Local - City			$ 48,240				$ 48,240
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ 123,240**	**$ -**	**$ -**	**$ -**	**$ 123,240**
14	**Sidewalk: 284th St NW- South**		Other Grant Funding							$ -
S-23	PE	$ 30,980	TBD Funds			$ 75,000				$ 75,000
	ROW	$ 65,220	WSDOT Funds							$ -
	CN	$ 89,680	TIB Grant Funding							$ -
	TOTAL	$ 185,880	PSRC/STP Funding							$ -
	Comments: South side between 68th and east of 70th Ave		Developer Funded							$ -
			Local - City		$ -	$ 110,880				$ 110,880
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ 185,880**	**$ -**	**$ -**	**$ -**	**$ 185,880**

Priority No. / Proj No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
15	**Sidewalk: Cedarhome Drive NW**		Other Grant Funding							$ -
S-22	PE	$ 119,102	TBD Funds				$ 75,000			$ 75,000
	ROW	$ 250,740	WSDOT Funds							$ -
	CN	$ 344,770	TIB Grant Funding							$ -
	TOTAL	$ 714,612	PSRC/STP Funding							$ -
	Comments: South side between 271st St and 276th St. Add curbs, gutter, sidewalk and ADA requirements.		Developer Funded							$ -
			Local - City				$ 639,612			$ 639,612
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 714,612**	**$ -**	**$ -**	**$ 714,612**
16	**Church Creek Park Loop Trail**		Other Grant Funding							$ -
T-3	PE		TBD Funds				$ 200,000			$ 200,000
	ROW		WSDOT Funds							$ -
	CN	$ 400,000	TIB Grant Funding							$ -
	TOTAL	$ 400,000	PSRC/STP Funding							$ -
	Trail system around church creek park		Developer Funded							$ -
			Local - City				$ 200,000			$ 200,000
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 400,000**	**$ -**	**$ -**	**$ 400,000**
17	**SR532 Hamilton Entrance Intersection**		Other Grant Funding				$ 3,500,000			$ 3,500,000
I-5	PE	$ 525,000	TBD Funds							$ -
	ROW	$ 275,000	WSDOT Funds							$ -
	CN	$ 2,700,000	TIB Grant Funding							$ -
	TOTAL	$ 3,500,000	PSRC/STP Funding							$ -
	Comments: SR532 to 98th Dr. NW. This project will include roundabout, curb, gutter, paving and planter		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 3,500,000**	**$ -**	**$ -**	**$ 3,500,000**
18	**SR532 Ovenell Park Entrance and 106th Ave Bypass Roundabout**		Other Grant Funding				$ 1,030,000	$ 2,470,000		$ 3,500,000
I-7	PE	$ 330,000	TBD Funds							$ -
	ROW	$ 700,000	WSDOT Funds							$ -
	CN	$ 2,470,000	TIB Grant Funding							$ -
	TOTAL	$ 3,500,000	PSRC/STP Funding							$ -
	Comments: On 106th Ave from SR532 to 276th St, then on 276th St from 106th to 102nd Ave, the project will include curb, gutter, paving and planter		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 1,030,000**	**$ 2,470,000**	**$ -**	**$ 3,500,000**

Priority No. / Proj No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
19	**80th Ave Reconstruction Phase 2 Widening with Calming Device**		Other Grant Funding							$ -
R-18	PE	$ 500,000	TBD Funds							$ -
	ROW	$ 500,000	WSDOT Funds							$ -
	CN	$ 4,000,000	TIB Grant Funding							$ -
	TOTAL	$ 5,000,000	PSRC/STP Funding							$ -
	Comments: between approx.. 280th St NW to 284th St NW. Road improvements including widening, intersection improvements, wrapping sidewalk around 283rd St., curb, gutter, sidewalk and planter strip.		Developer Funded						$ 5,000,000	$ 5,000,000
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,000,000**	**$ 5,000,000**
20	**101st Ave Reconstruction & Overlay**		Other Grant Funding - CDBG						$ 2,640,000	$ 2,640,000
R-5	PE	$ 660,000	TBD Funds							$ -
	ROW		WSDOT Funds							$ -
	CN	$ 1,980,000	TIB Grant Funding							$ -
	TOTAL	$ 2,640,000	PSRC/STP Funding							$ -
	Comments: This project will reconstruct 101st Ave NW between approximately 271st St NW and 273rd St NW. Project includes drainage, curb, gutter, and sidewalks both sides.		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,640,000**	**$ 2,640,000**

Priority No. / Proj No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
21	**Westside Overlays**		Other Grant Funding							$ -
R-17	PE	$ 200,000	TBD Funds		$ 120,490	$ 58,850	$ 63,023	$ 43,020	$ 41,625	$ 327,008
	ROW		WSDOT Funds							$ -
	CN	$ 574,675	TIB Grant Funding							$ -
	TOTAL	$ 774,675	PSRC/STP Funding							$ -
	Comments: Overlays on 104th DR NW, 103rd DR NW, 102nd DR NW, 273rd PL NW, 272nd PL NW, and 271st ST NW		Developer Funded							$ -
			Local - City		$ 200,000	$ 100,000	$ 63,023	$ 43,020	$ 41,625	$ 447,668
			SUBTOTAL THIS PROJECT	**$ -**	**$ 320,490**	**$ 158,850**	**$ 126,045**	**$ 86,040**	**$ 83,250**	**$ 774,675**
	TOTAL PROJECT COST ESTIMATE			$ 6,693,800	$ 1,884,490	$ 10,182,970	$ 6,769,657	$ 7,177,040	$ 13,813,250	$ 46,521,207

Other Grant Funding	$ 805,000	$ -	$ 3,300,000	$ 5,001,000	$ 6,441,000	$ 8,080,000	$ 23,627,000
TBD Funds	$ 460,300	$ 301,490	$ 259,850	$ 383,023	$ 93,020	$ 91,625	$ 1,589,308
WSDOT Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TIB Grant Funding	$ 329,500	$ 369,000	$ 459,000	$ 383,000	$ 400,000	$ 400,000	$ 2,340,500
PSRC/STP Funding	$ 890,000	$ -	$ -	$ -	$ -	$ -	$ 890,000
Developer Funded	$ -	$ -	$ 5,700,000	$ -	$ -	$ 5,000,000	$ 10,700,000
Local - City	$ 4,209,000	$ 1,214,000	$ 464,120	$ 1,002,635	$ 243,020	$ 241,625	$ 7,374,400
TOTAL PROJECT COST ESTIMATE	**$ 6,693,800**	**$ 1,884,490**	**$ 10,182,970**	**$ 6,769,657**	**$ 7,177,040**	**$ 13,813,250**	**$ 46,521,207**

Priority & Project No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
1	**80th Ave Reconstruction Phase 1 with Widening**		Other Grant Funding							$ -
R-2	PE	$ 50,000	TBD Funds	$ 100,000						$ 100,000
	ROW	$ 50,000	WSDOT Funds							$ -
	CN	$ 1,300,000	TIB Grant Funding							$ -
	TOTAL	$ 1,400,000	PSRC/STP Funding							$ -
	Comments: between approx.. 276th St to 280th PL NW. Road improvements including widening, intersection improvements, curb, gutter, sidewalk and planter strip.		Developer Funded							$ -
			Local - City	$ 1,300,000						$ 1,300,000
			SUBTOTAL THIS PROJECT	**$ 1,400,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,400,000**
2	**Viking Way-90th Ave Phase 2**		Other Grant Funding							$ -
N-1	PE	$ 286,000	TBD Funds	$ 76,000						$ 76,000
	ROW	$ 300,000	WSDOT Funds							$ -
	CN	$ 450,000	TIB Grant Funding							$ -
	TOTAL	$ 1,036,000	PSRC/RTCC funding	$ 890,000						$ 890,000
	Comments: project will construct a continuation of Viking Way from where the previous phase ended in 2020 to 92nd Ave, ultimately connecting 88th to 92nd eliminating an existing misalignment on 92nd. This new roadway will include curb, gutter, sidewalks, landscaping, street lighting, and underground utilities.		Developer Funded							$ -
			Local - City	$ 70,000						$ 70,000
			SUBTOTAL THIS PROJECT	**$ 1,036,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,036,000**
3	**64th and SR532 Intersection**		Other Grant Funding	$ 500,000	$ 100,000	$ 3,600,000		$ 3,600,000		$ 7,800,000
I-2	PE	$ 500,000	TBD Funds							$ -
	ROW	$ 100,000	WSDOT Funds							$ -
	CN	$ 7,200,000	TIB Grant Funding							$ -
	TOTAL	$ 7,800,000	PSRC/STP Funding							$ -
	Comments: 64th & SR532. This project will include roundabout, curb, gutter, paving, and planter.		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ 500,000**	**$ 100,000**	**$ 3,600,000**	**$ -**	**$ 3,600,000**	**$ -**	**$ 7,800,000**
4	**Main Street Beautification**		Other Grant Funding			$ 2,300,000	$ 5,000,000	$ 4,500,000	$ 3,000,000	$ 14,800,000
R-16	PE	$ 700,000	TBD Funds	$ 100,000		$ 200,000				$ 300,000
	ROW		WSDOT Funds							$ -
	CN	$ 17,000,000	TIB Grant Funding							$ -
	TOTAL	$ 17,700,000	PSRC/STP Funding							$ -
	Comments: Camano Street, 92nd Ave, Brick Road/102nd Ave, 271st Street: 84th-88th AVE, 270th Street: City Hall Park to 102nd Ave, 271st Street: Central District incudes beautification, Lighting, gateway features, landscaping.		Developer Funded							$ -
			Local - City	$ 2,150,000	$ 450,000					$ 2,600,000
			SUBTOTAL THIS PROJECT	**$ 2,250,000**	**$ 450,000**	**$ 2,500,000**	**$ 5,000,000**	**$ 4,500,000**	**$ 3,000,000**	**$ 17,700,000**
5	**284th St Improvements**		Other Grant Funding		$ 622,000					$ 622,000
R-7	PE	$ 1,000,000	TBD Funds	$ 72,000						$ 72,000
	ROW	$ 622,000	WSDOT Funds							$ -
	CN	$ 4,078,000	TIB Grant Funding							$ -
	TOTAL	$ 5,700,000	PSRC/STP Funding							$ -
	Comments: Reconstruction and widen 284th Street from 80th Ave NW to 68th Ave NW		Developer Funded			$ 4,354,000				$ 4,354,000
			Local - City	$ 652,000						$ 652,000
			SUBTOTAL THIS PROJECT	**$ 724,000**	**$ 622,000**	**$ 4,354,000**	**$ -**	**$ -**	**$ -**	**$ 5,700,000**
6	**Stanwood Port Susan Trail- Phase 2**		Other Grant Funding	$ 305,000						$ 305,000
T-1	PE	$ 5,000	TBD Funds							$ -
	ROW		WSDOT Funds							$ -
	CN	$ 1,333,000	TIB Grant Funding							$ -
	TOTAL	$ 1,338,000	PSRC/STP Funding							$ -
	Comments: Trail system: Phase 2 will include 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.		Developer Funded							$ -
			Local - City	$ 1,033,000						$ 1,033,000
			SUBTOTAL THIS PROJECT	**$ 1,338,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,338,000**
7	**Stanwood Port Susan Trail- Phase 3- 5**		Other Grant Funding		$ 1,733,000					$ 1,733,000
T-4	PE	$ 505,000	TBD Funds							$ -
	ROW		WSDOT Funds							$ -
	CN	$ 1,500,000	TIB Grant Funding							$ -
	TOTAL	$ 2,005,000	PSRC/STP Funding							$ -
	Comments: Trail system: Phase 3-5 will include Continue the 10 foot wide multi-purpose 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.		Developer Funded							$ -
			Local - City		$ 272,000					$ 272,000
			SUBTOTAL THIS PROJECT	**$ -**	**$ 2,005,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,005,000**
8	**Overlay and ADA Improvement**		Other Grant Funding							$ -
R-19	PE	$ 500,000	TBD Funds	$ 59,300	$ 41,000	$ 51,000	$ 45,000	$ 50,000	$ 50,000	$ 296,300
	ROW	$ -	WSDOT Funds							$ -
	CN	$ 2,136,800	TIB Grant Funding	$ 329,500	$ 369,000	$ 459,000	$ 383,000	$ 400,000	$ 400,000	$ 2,340,500
	TOTAL	$ 2,636,800	PSRC/STP Funding							$ -
	Comments: Asphalt overlay and ADA upgrades on 68th from 280th ST NW to city limits, and 72nd Ave NW from SR532 to Pioneer Hwy		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ 388,800**	**$ 410,000**	**$ 510,000**	**$ 428,000**	**$ 450,000**	**$ 450,000**	**$ 2,636,800**
9	**Sidewalk: 92nd Ave NW**		Other Grant Funding							$ -
S-9	PE	$ 50,000	TBD Funds	$ 100,000						$ 100,000
	ROW	$ 100,000	WSDOT Funds							$ -
	CN	$ 100,000	TIB Grant Funding							$ -
	TOTAL	$ 250,000	PSRC/STP Funding							$ -
	Comments: West side between north of 271st ST NW and 272nd ST NW.		Developer Funded							$ -
			Local - City	$ 150,000						$ 150,000
			SUBTOTAL THIS PROJECT	**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 250,000**
10	**UPDATE WITH NEW SIDEWALK**		Other Grant Funding							$ -
S-24	PE		TBD Funds							$ -
	ROW		WSDOT Funds							$ -
	CN		TIB Grant Funding							$ -
	TOTAL		PSRC/STP Funding							$ -
			Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT		**$ -**	**$ -**	**$ -**	**$ -**		**$ -**

Priority & Project No.	Transportation Capital Project		Funding	2023	2024	2025	2026	2027	2028	Fund Total
11	**Sidewalk: 72nd AVE NW**		Other Grant Funding - SRTS							$ -
S-18	PE	$ 5,000	TBD Funds			$ 75,000				$ 75,000
	ROW	$ 20,000	WSDOT Funds							$ -
	CN	$ 250,000	TIB Grant Funding							$ -
	TOTAL	$ 275,000	PSRC/STP Funding							$ -
	Comments: Include Curb, gutter and construct missing sidewalk panels from 272nd St - 276th St		Developer Funded							$ -
			Local - City	$ 25,000	$ 45,000	$ 130,000				$ 200,000
			SUBTOTAL THIS PROJECT	**$ 25,000**	**$ 45,000**	**$ 205,000**	**$ -**	**$ -**	**$ -**	**$ 275,000**
12	**Sidewalk: 272nd St NW**		Other Grant Funding							$ -
S-17	PE	$ 20,000	TBD Funds	$ 20,000	$ 75,000					$ 95,000
	ROW		WSDOT Funds							$ -
	CN	$ 250,000	TIB Grant Funding							$ -
	TOTAL	$ 270,000	PSRC/STP Funding							$ -
	Comments: North side between 72nd Ave and West of 78th Ave. Add curbing, gutter, sidewalk, and ADA requirements to the north side of 272nd St NW		Developer Funded							$ -
			Local - City		$ 175,000					$ 175,000
			SUBTOTAL THIS PROJECT	**$ 20,000**	**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 270,000**
13	**Sidewalk: 98th Dr. NW**		Other Grant Funding							$ -
S-8	PE	$ 20,540	TBD Funds		$ 75,000					$ 75,000
	ROW	$ 43,240	WSDOT Funds							$ -
	CN	$ 59,460	TIB Grant Funding							$ -
	TOTAL	$ 123,240	PSRC/STP Funding							$ -
	Comments: Widening roadway and add sidewalk on east side of 98th Dr. NW between SR532 and 270th St.		Developer Funded							$ -
			Local - City		$ 48,240					$ 48,240
			SUBTOTAL THIS PROJECT	**$ -**	**$ 123,240**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 123,240**
14	**Sidewalk: 284th St NW- South**		Other Grant Funding							$ -
S-23	PE	$ 30,980	TBD Funds		$ 75,000					$ 75,000
	ROW	$ 65,220	WSDOT Funds							$ -
	CN	$ 89,680	TIB Grant Funding							$ -
	TOTAL	$ 185,880	PSRC/STP Funding							$ -
	Comments: South side between 68th and east of 70th Ave		Developer Funded							$ -
			Local - City		$ 110,880					$ 110,880
			SUBTOTAL THIS PROJECT	**$ -**	**$ 185,880**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 185,880**
15	**Sidewalk: Cedarhome Drive NW**		Other Grant Funding							$ -
S-22	PE	$ 119,102	TBD Funds				$ 75,000			$ 75,000
	ROW	$ 250,740	WSDOT Funds							$ -
	CN	$ 344,770	TIB Grant Funding							$ -
	TOTAL	$ 714,612	PSRC/STP Funding							$ -
	Comments: South side between 271st St and 276th St. Add curbs, gutter, sidewalk and ADA requirements.		Developer Funded							$ -
			Local - City				$ 639,612			$ 639,612
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 714,612**	**$ -**	**$ -**	**$ 714,612**
16	**Church Creek Park Loop Trail**		Other Grant Funding							$ -
T-3	PE		TBD Funds				$ 200,000			$ 200,000
	ROW		WSDOT Funds							$ -
	CN	$ 400,000	TIB Grant Funding							$ -
	TOTAL	$ 400,000	PSRC/STP Funding							$ -
	Trail system around church creek park		Developer Funded							$ -
			Local - City				$ 200,000			$ 200,000
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 400,000**	**$ -**	**$ -**	**$ 400,000**
17	**SR532 Hamilton Entrance Intersection**		Other Grant Funding				$ 525,000	$ 275,000	$ 2,700,000	$ 3,500,000
I-5	PE	$ 525,000	TBD Funds							$ -
	ROW	$ 275,000	WSDOT Funds							$ -
	CN	$ 2,700,000	TIB Grant Funding							$ -
	TOTAL	$ 3,500,000	PSRC/STP Funding							$ -
	Comments: SR532 to 98th Dr. NW. This project will include roundabout, curb, gutter, paving and planter		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 525,000**	**$ 275,000**	**$ 2,700,000**	**$ 3,500,000**
18	**SR532 Ovenell Park Entrance and 106th Ave Bypass**		Other Grant Funding				$ 330,000	$ 700,000	$ 2,470,000	$ 3,500,000
I-7	PE	$ 330,000	TBD Funds							$ -
	ROW	$ 700,000	WSDOT Funds							$ -
	CN	$ 2,470,000	TIB Grant Funding							$ -
	TOTAL	$ 3,500,000	PSRC/STP Funding							$ -
	Comments: On 106th Ave from SR532 to 276th St, then on 276th St from 106th to 102nd Ave, the project will include curb, gutter, paving and planter		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ 330,000**	**$ 700,000**	**$ 2,470,000**	**$ 3,500,000**
19	**80th Ave Reconstruction Phase 2 Widening with Calming Device**		Other Grant Funding							$ -
R-18	PE	$ 500,000	TBD Funds							$ -
	ROW	$ 500,000	WSDOT Funds							$ -
	CN	$ 4,000,000	TIB Grant Funding							$ -
	TOTAL	$ 5,000,000	PSRC/STP Funding							$ -
	Comments: between approx.. 280th St NW to 284th St NW. Road improvements including widening, intersection improvements, wrapping sidewalk around 283rd St., curb, gutter, sidewalk and planter strip.		Developer Funded						$ 5,000,000	$ 5,000,000
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,000,000**	**$ 5,000,000**
20	**101st Ave Reconstruction & Overlay**		Other Grant Funding - CDBG						$ 2,640,000	$ 2,640,000
R-5	PE	$ 660,000	TBD Funds							$ -
	ROW		WSDOT Funds							$ -
	CN	$ 1,980,000	TIB Grant Funding							$ -
	TOTAL	$ 2,640,000	PSRC/STP Funding							$ -
	Comments: This project will reconstruct 101st Ave NW between approximately 271st St NW and 273rd St NW. Project includes drainage, curb, gutter, and sidewalks both sides.		Developer Funded							$ -
			Local - City							$ -
			SUBTOTAL THIS PROJECT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,640,000**	**$ 2,640,000**
21	**Westside Overlays**		Other Grant Funding							$ -
R-17	PE	$ 200,000	TBD Funds	$ 89,775	$ 70,470	$ 79,425	$ 63,023	$ 43,020	$ 41,625	$ 387,338
	ROW		WSDOT Funds							$ -
	CN	$ 574,675	TIB Grant Funding							$ -
	TOTAL	$ 774,675	PSRC/STP Funding							$ -
	Comments: Overlays on 104th DR NW, 103rd DR NW, 102nd DR NW, 273rd PL NW, 272nd PL NW, and 271st ST NW		Developer Funded							$ -
			Local - City	$ 89,775	$ 70,470	$ 79,425	$ 63,023	$ 43,020	$ 41,625	$ 387,338
			SUBTOTAL THIS PROJECT	**$ 179,550**	**$ 140,940**	**$ 158,850**	**$ 126,045**	**$ 86,040**	**$ 83,250**	**$ 774,675**
		TOTAL PROJECT COST ESTIMATE		$ 8,111,350	$ 4,332,060	$ 11,327,850	$ 7,523,657	$ 9,611,040	$ 16,343,250	$ 57,249,207

Funding Overview							
Other Grant Funding	$ 805,000	$ 2,455,000	$ 5,900,000	$ 5,855,000	$ 9,075,000	$ 10,810,000	$ 34,900,000
TBD Funds	$ 617,075	$ 336,470	$ 405,425	$ 383,023	$ 93,020	$ 91,625	$ 1,926,638
WSDOT Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TIB Grant Funding	$ 329,500	$ 369,000	$ 459,000	$ 383,000	$ 400,000	$ 400,000	$ 2,340,500
PSRC/STP Funding	$ 890,000	$ -	$ -	$ -	$ -	$ -	$ 890,000
Developer Funded	$ -	$ -	$ 4,354,000	$ -	$ -	$ 5,000,000	$ 9,354,000
Local - City	$ 5,469,775	$ 1,171,590	$ 209,425	$ 902,635	$ 43,020	$ 41,625	$ 7,838,070
TOTAL PROJECT COST ESTIMATE	**$ 8,111,350**	**$ 4,332,060**	**$ 11,327,850**	**$ 7,523,657**	**$ 9,611,040**	**$ 16,343,250**	**$ 57,249,207**

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

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

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER:	**11b**
DATE:	March 23, 2023
SUBJECT:	Dish Wireless LLC Lease Agreement
CONTACT PERSON:	Patricia Love, Community Development Director Tansy Schroeder, City Planner
ATTACHMENTS:	A – DISH Project Narrative and Justification Report B – Dish Water Tower Locations C – Non-Exclusive Site Lease Agreement

PURPOSE

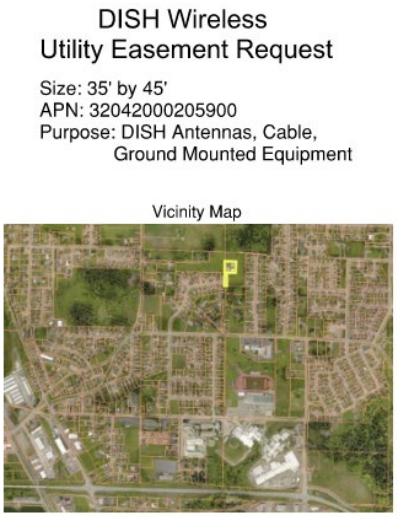
The purpose of this agenda item is for Council consideration of a site lease agreement with Dish Wireless LLC., to attach internet technology to the side of the city's water tower.

BACKGROUND

DISH proposes the development of a new wireless communications facility (WCF) in the City of Stanwood at 7620 278TH PL NW to be co-located on the city-owned water tank. Once constructed the communications facility will increase internet speeds and availability and improve the reliability and capacity of service to residents in and around Stanwood. DISH is proposing to use magnets plates to flush-mount antennas on the side wall of the 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.

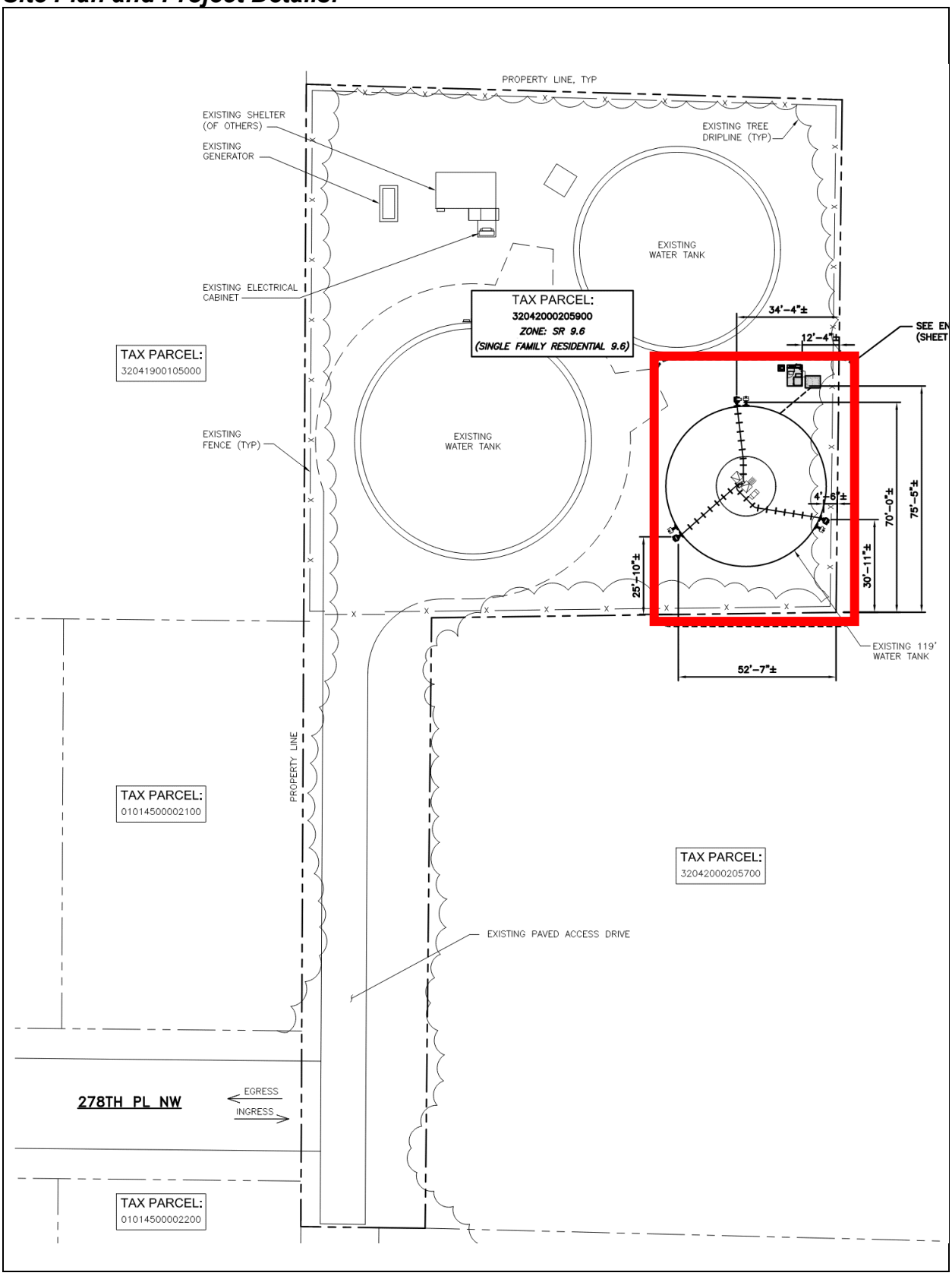
Location of Request:



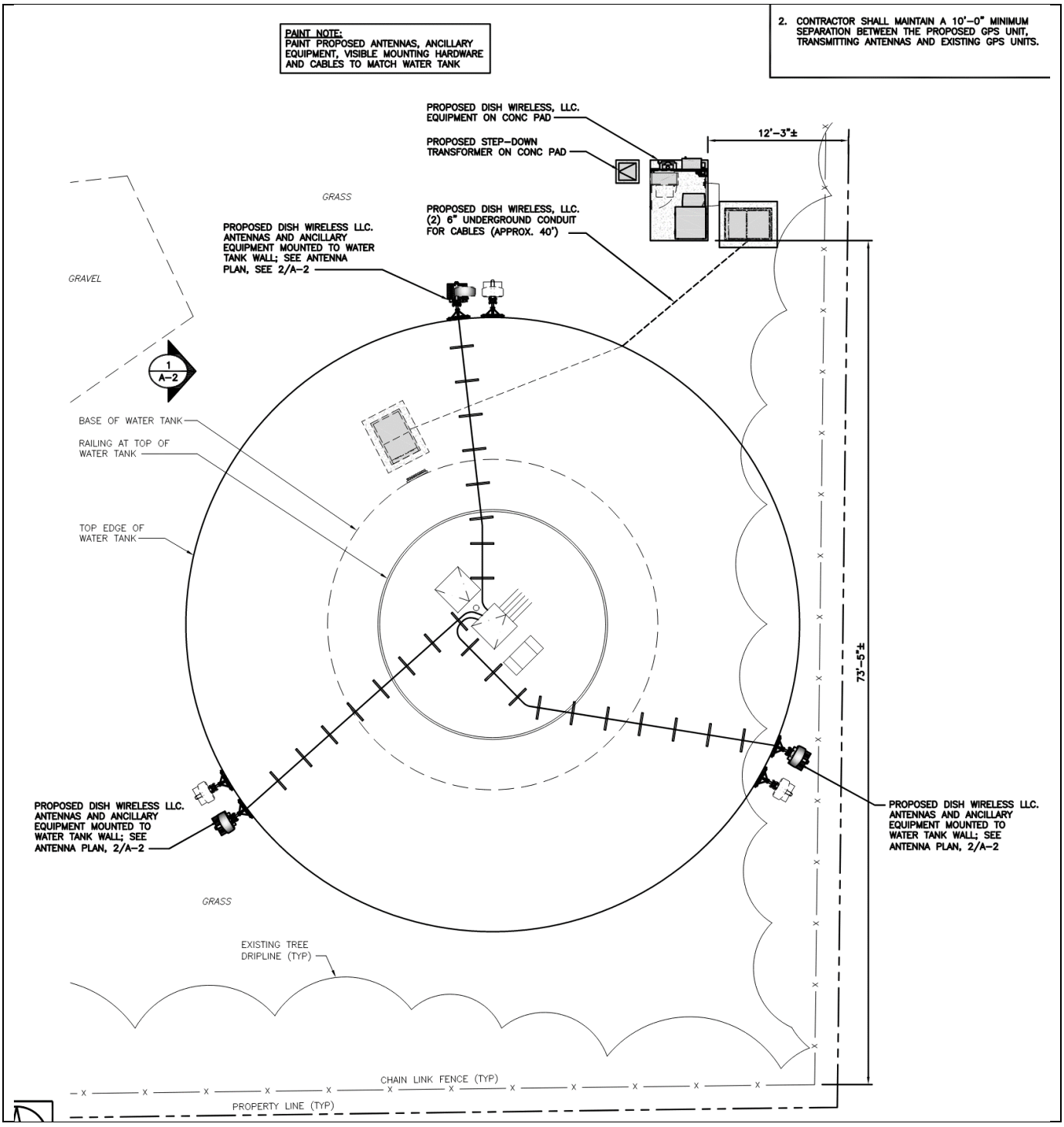




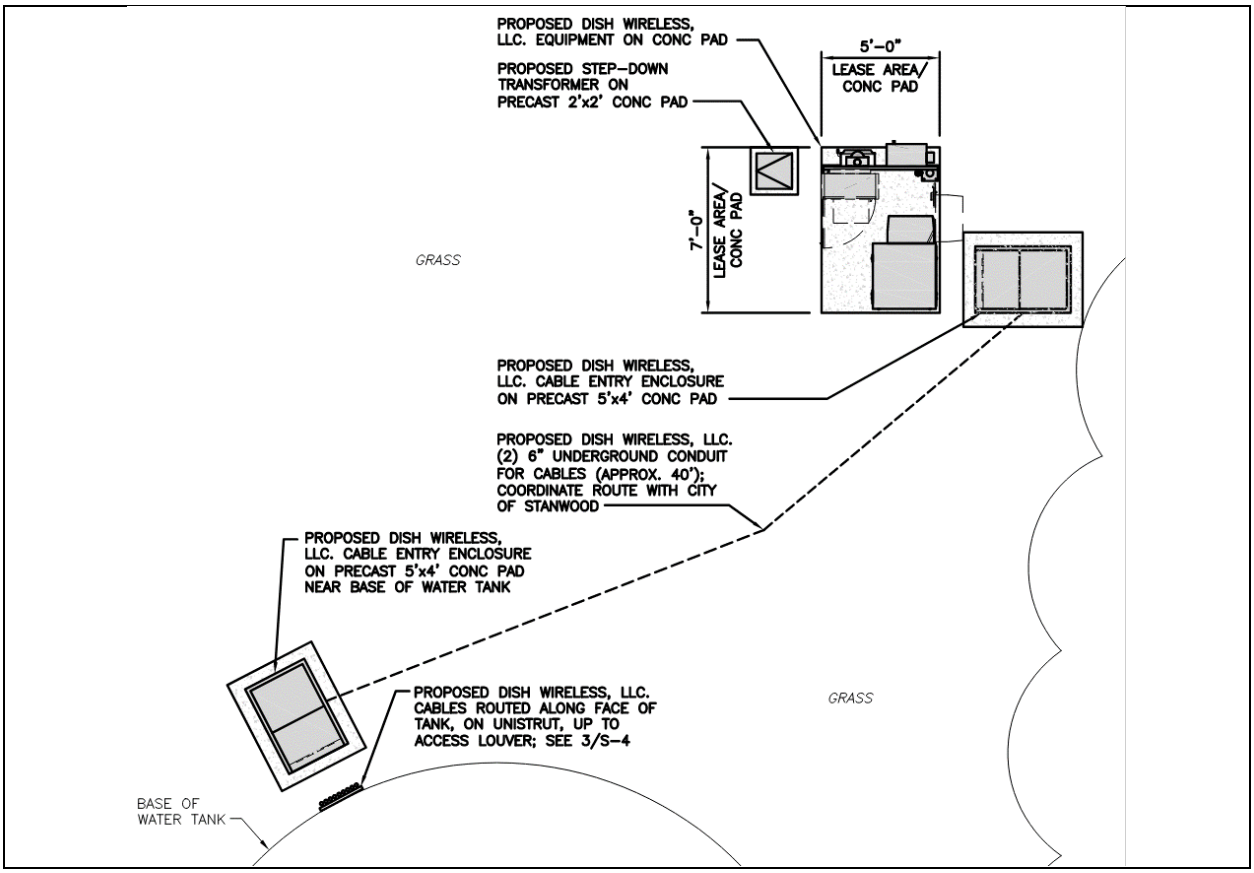
Site Plan and Project Details:



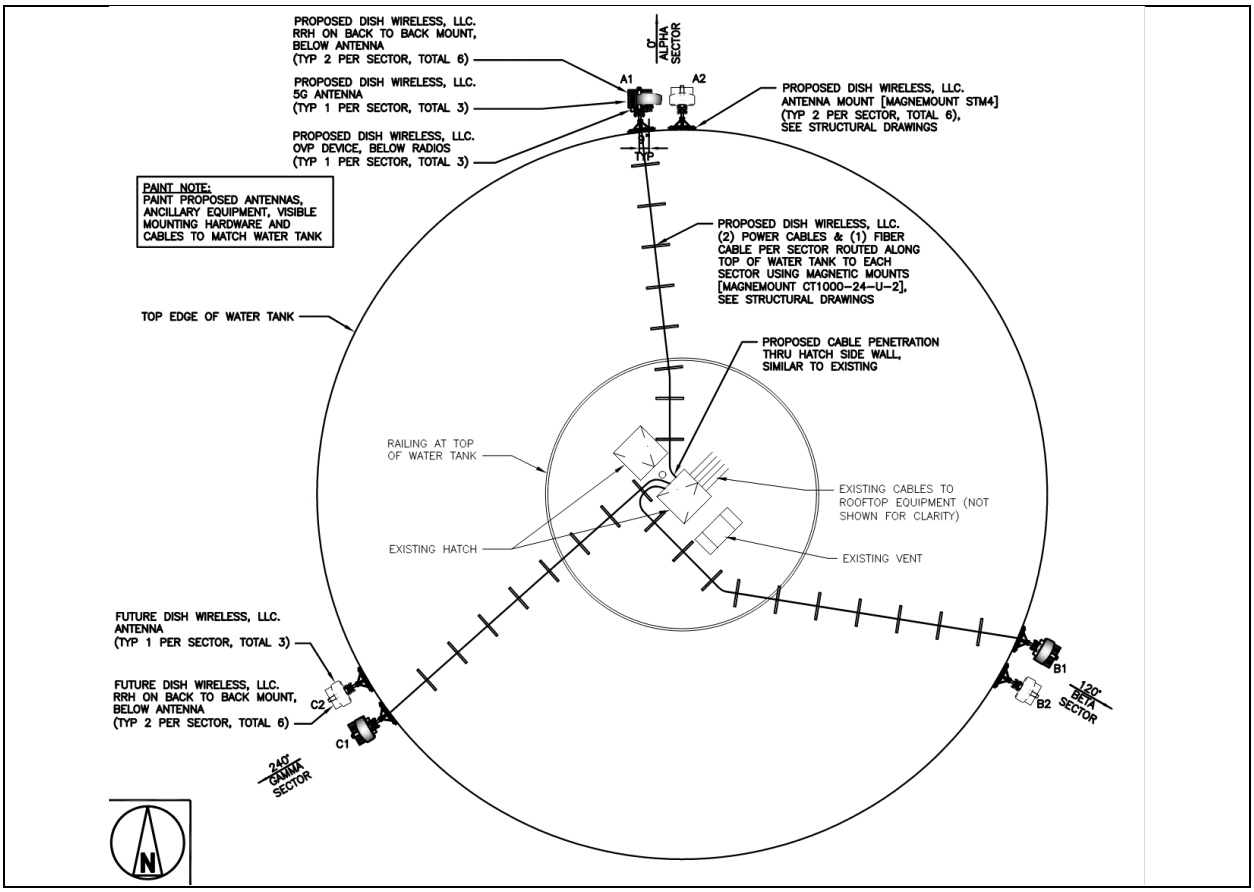
Attachment Details:



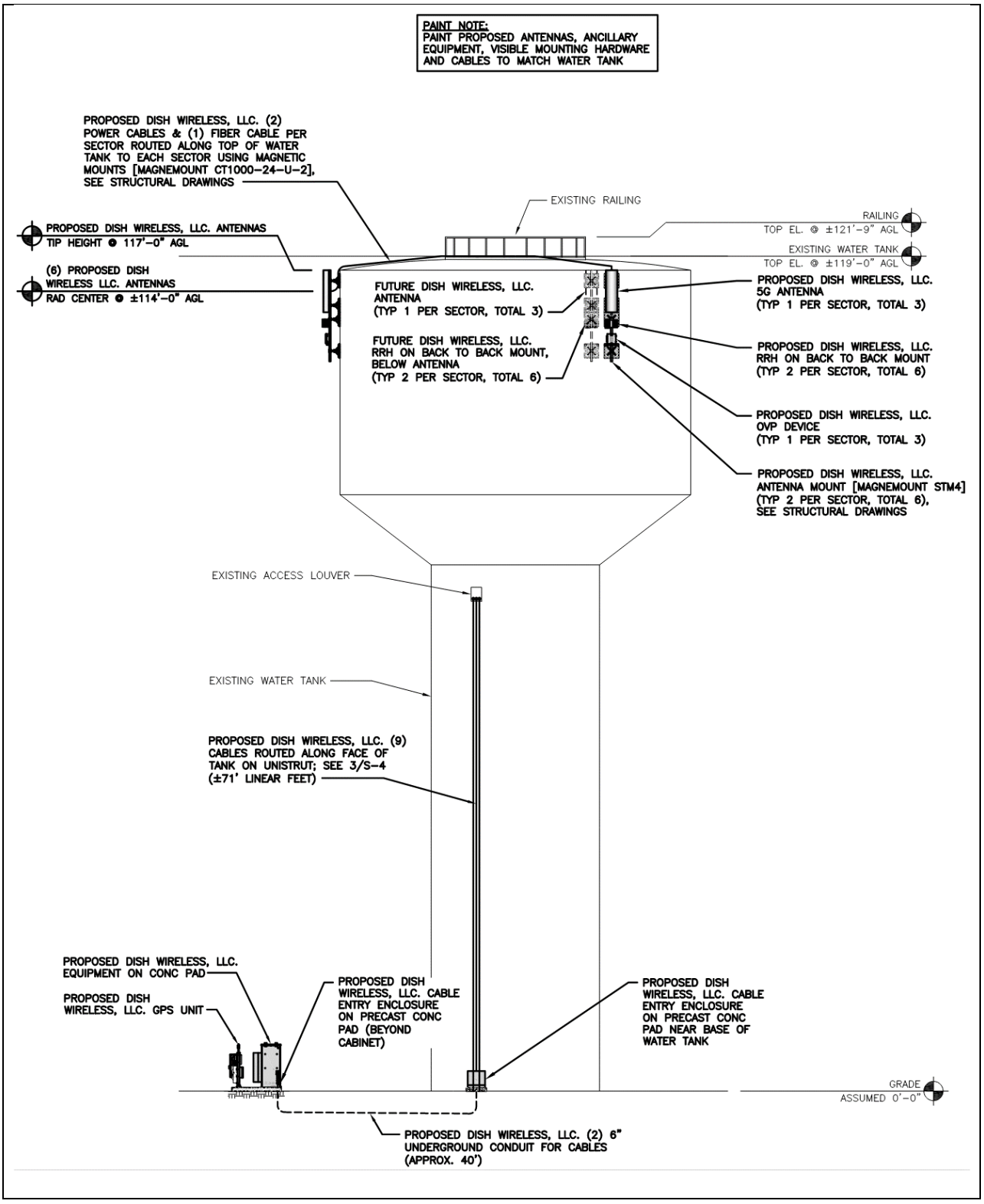
Cabinet Details:



Antenna Details:



Elevation Detail:



Project Example:





Project Rendering:



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.

The proposed mounting location is in an area that is primarily residential. Utilization of the water tank limits the proliferation of stand-alone monopole wireless facilities consistent with SMC 17.200. It also creates a source of passive income for the City that was not previously available. Mounting on the tank provides less visual impacts than constructing a new facility. The proposed method of attachment will not damage the water tank. DISH Wireless is also proposing that the equipment on the tank be painted to match the water tank to camouflage the equipment and contribute to minimizing the visual impact in the area. The City property that the tank is located on is also screened with existing evergreen and deciduous trees which are another method of minimizing visual impact.

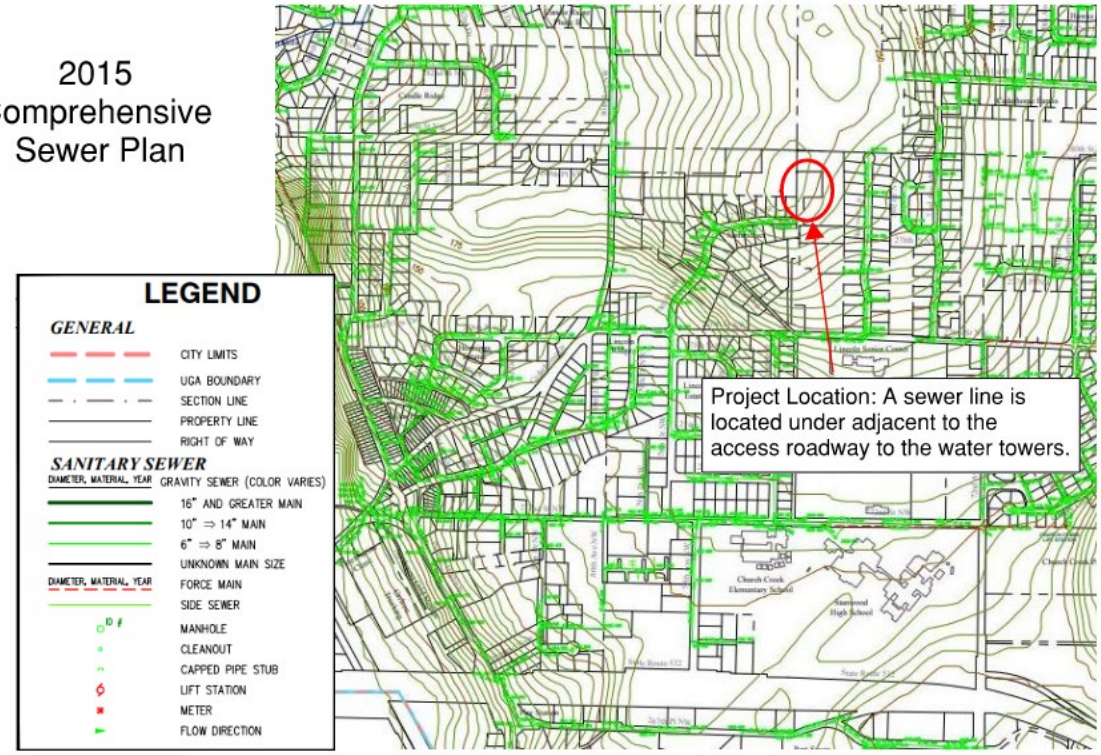
The DISH service will provide additional opportunities for cell coverage for the citizens of Stanwood and beyond. DISH is currently operating under “Boost” with roaming agreements, so they are already an established carrier. Under the new proposed system, DISH will launch as “Boost Infinite” and will incorporate faster speeds and economical customer cost for their network service. The current proposed. The initial launch will be targeting approximately 18,847 current and potential customers.

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

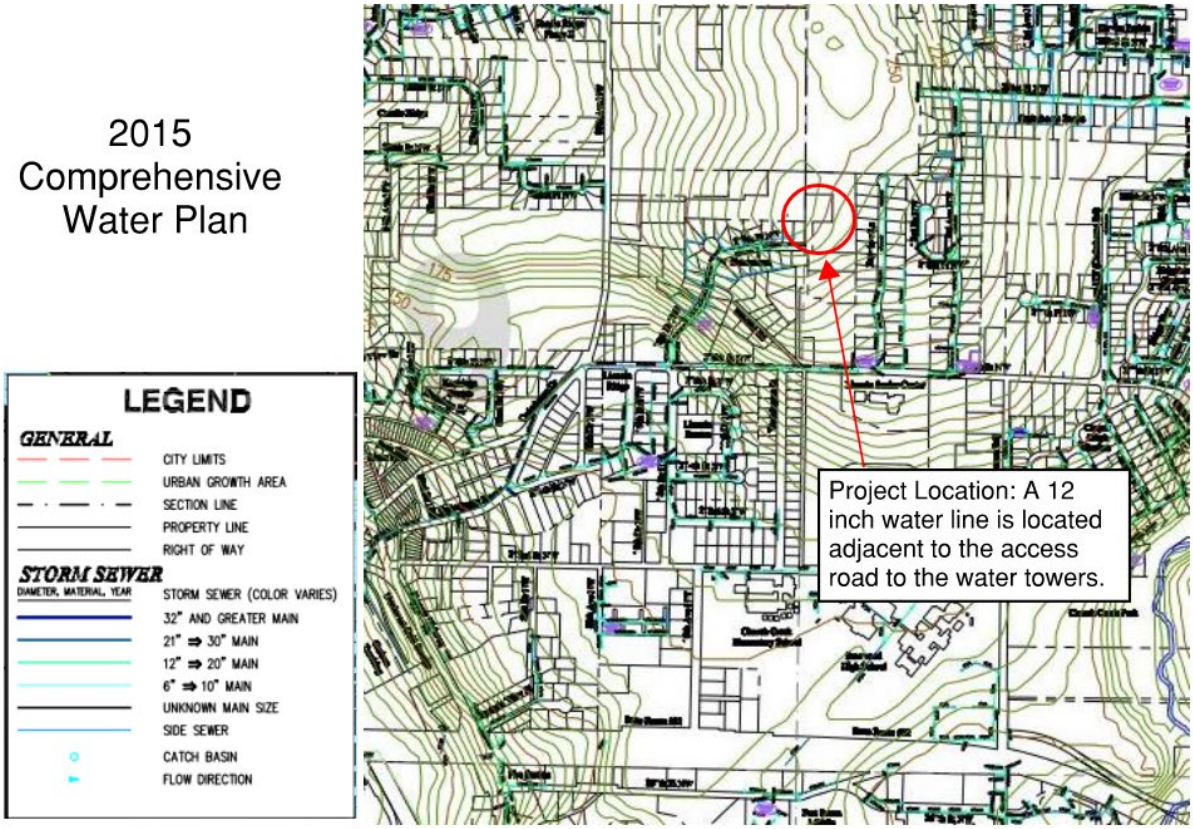
City Response: City staff conducted a review of the City’s existing Comprehensive Plans to determine if there are any conflicts with existing or future plans: Stormwater, Sewer, Water, and Transportation. The graphics below show the location of the proposed easement in relationship to city infrastructure. There are currently no conflicts between the requested easement and planned city stormwater, sewer, water, or transportation projects. The lease agreement could potentially result in restriction of future land use or future city projects that have not yet been identified.

There is a 12” water line located adjacent to the access road which will not be affected by the project. There is also an existing sewer line under an adjacent access road which will not be affected by the project. Construction will not impact public paths or roadways.

2015 Comprehensive Sewer Plan



2015 Comprehensive Water Plan



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. DISH technicians will provide a 24-hour notice to city staff if any access is needed or work is proposed on the equipment. 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 with an annual 3% rent inflator.
- 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.

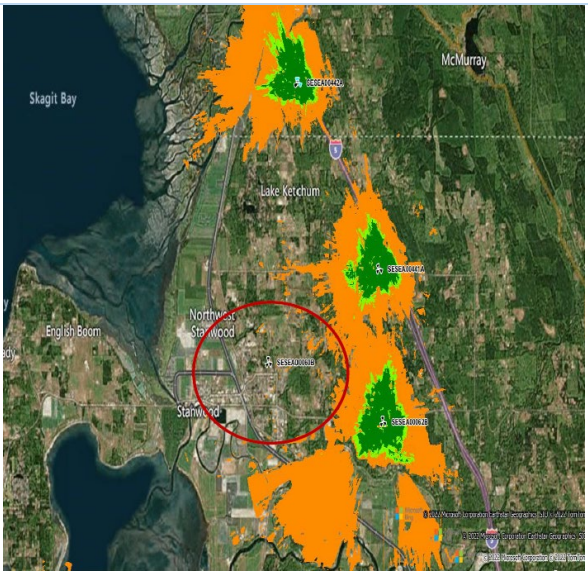
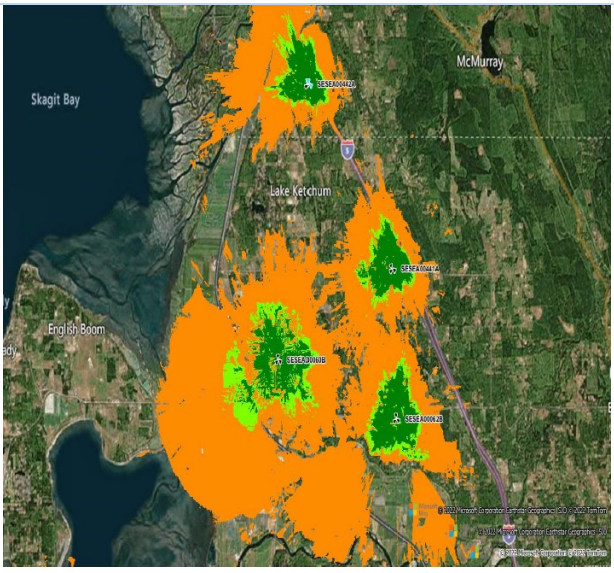
FISCAL IMPACT

Dish will pay the city rent for the premises in the amount of $2,500.00 per month plus any leasehold excise tax due and an annual 3% rent inflator. Dish will also be responsible for any overtime costs incurred by City staff to provide access to the site.

PUBLIC WORKS COMMITTEE COMMENTS AND QUESTIONS

This proposal went before the Public Works Committee on August 2, 2021, October 3, 2022, and December 5, 2022 and has been revised and updated in response to Committee comments.

Committee Question	***Response***
If there were upgrades needed at the water tank and the upgrades interfered with tenants' equipment. Would this lease agreement interfere with the city being able to do what is needed?	No, the City can do what it needs to do and will then cooperate with Dish to determine a location to relocate the equipment to.
What if the interference is caused by non-city interference? What might cause interference? If the City allowed another wireless service provider could those cause interference? If so, does that make this exclusive? What if a neighboring resident has something that causes interference?	Wireless communication facilities (WCF) are so highly regulated that interference is a very rare occurrence.
The committee did not like that the city would be responsible for paying to move the equipment. This could be a large expense.	Section 5.2 revised requiring Dish to pay the relocation costs once every 5 years. The City bears the cost only if the City requires Dish to relocate its equipment more than once during a 5-year period.
Committee was concerned about damage being done to the water tank by the tenant's equipment being attached to it. Is there something that requires Dish to pay if their work or equipment causes damage?	Section 9.1 requires Dish to indemnify the City for any loss or damage resulting from its use under the lease agreement.
If there is an act of nature and the tenant's equipment is damaged who is responsible for paying to have it fixed?	Dish's insurance would cover that.
Would it be possible for Dish to put up their own pole at the location to attach their equipment to, so it's not attached to the tower?	The alternative to a co-located WCF would be a new monopole tower. Stanwood Municipal Code expressly encourages and prioritizes the location of WCF on existing structures particularly when located on

Committee Question	*Response*
	public property. New monopole towers may be located in the General Commercial (GC) and General Industrial (GI) zoning districts and upon any property containing an existing public use within any zoning district through a conditional use permit. New monopoles are permitted to be 120' in height.
How many customers do they have in Stanwood city limits?	The proposed wireless communications facility will be targeting approximately 18,847 current and potential customers.
How big is the service area from this? Is this providing more benefit outside of city limits? Who is benefiting from the 5G that is being produced from the equipment on the city's water tank?	DISH's in-house Radio Frequency Engineering Department prepared a report analyzing the quality of service in Stanwood. The below coverage prediction plots exhibit the need for this site at height 114'. The orange shade shows "poor-indoor, normal-outdoor" coverage. The light green shade shows "normal-indoor, good-outdoor" coverage, and the dark green shade shows "good-indoor, excellent-outdoor" coverages. If there is no colored area, it means there is no coverage or very limited coverage.
	

Committee Question	***Response***
Committee was concerned about the appearance of the equipment being attached to the tank. It would be visible.	Mounting on the tank provides screening to minimize the visual impacts. DISH Wireless is also proposing that the equipment on the tank be painted to match the water tank to contribute to minimizing the visual impact in the area. The City property that the tank is located on is also screened with existing evergreen and deciduous trees which are another method of minimizing visual impact. A monopole would be more visible than a co-located facility.
How would the equipment get serviced? Would tenants have full access to the area?	Dish employees would need to contact city staff to be allowed access into the site.
Please provide a list and photos of similar facilities Dish has installed in other communities.	Dish has provided Exhibit B showing other tower locations: In State – Monroe and Lakewood; Out of State – Rochester, Minnesota and Kansas City, Missouri.
Please prove photo simulations of how the water tower would look with the equipment painted the same color as the tower.	See the project rendering provided in the staff report which depicts a co-located facility painted the same color as the water tower.
Please provide a site and photo comparison if a monopole was installed instead of antennas attached to the water tower.	See below renderings of a monopole on the property and a co-located facility on the property. Please note that existing utility infrastructure was not verified for the foundation of the monopole in the available space on the property.

Committee Question	***Response***
Rendering of Monopole on Water Tower Property	
	
Rendering of Co-Located Facility on Water Tower Property	
	
Please provide an analysis of alternative site locations; possibly consider a pole by the sewer plant versus the water tower.	DISH Wireless considered many locations for siting of their proposed facility that would meet their coverage objectives as well as meeting the criteria in the City Code. Through this evaluation process, DISH determined that the current proposed location of their wireless facility on the City water tank meets all of their objectives and criteria. The attached project narrative includes an analysis of seven alternate locations considered for placement of a monopole facility. The main concerns DISH has for the alternative locations are the setback

Committee Question	*Response*
	requirements, the 80% screening requirement and the lack of suitable parcels that can meet the coverage objectives for DISH.

RECOMMENDATIONS

Staff Recommendation:
The Community Development Department and the Public Works Department have differing opinions on the proposed co-located wireless communications facility (WCF) easement request.

The Community Development Department is supportive of the easement request. SMC 17.200 is the section of municipal code that provides development standards for new WCF's. This chapter prioritizes the location of new WCF's on existing structures such as utility poles or structures on public property. Furthermore, this chapter encourages the construction of co-located facilities rather than the construction of new single-use monopole towers. The proposal will increase broadband access and reliability to Stanwood's residents and business owners while reducing potential visual impacts to the community.

The Public Works Department concurs that the proposed co-located WCF does not pose a structural damage risk to the water tank. However, they have concerns that the lease may potentially affect future use of the site by the city if an expansion is needed. While the city maintains the right to cancel the lease, it would add another factor to consider when evaluating the use of the property. They also were concerned about the need for coordination with city staff and DISH for access and maintenance.

Committee Recommendation:
The Public Works Committee met on August 2, 2021, October 3, 2022, and December 5, 2022 to discuss the proposal, and has mixed feelings regarding the easement request. They support the public benefits that come with healthy business competition including increased choice for data carriers, increased download speeds, better internet security, and reduced rates. However, they also have serious concerns about the aesthetics, site security and the sensitivity of having equipment and access near the city's water supply.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the lease agreement.

2. Send back to Dish to address specific Council issues or concerns prior to reconsidering the lease agreement.

3. Deny the lease agreement.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN A NONEXCLUSIVE SITE LEASE AGREEMENT WITH DISH WIRELESS LLC. TO ALLOW INSTALLATION AND MAINTENANCE OF A CO-LOCATED WIRELESS COMMUNICATIONS FACILITY ON THE CITY'S WATER TANK LOCATED AT 7620 278TH PLACE NW UPON ISSUANCE OF THE APPROPRIATE WIRELESS COMMUNICATION FACILITIES PERMITS.

OR

I MOVE TO CONTINUE THE DISH EASEMENT REQUEST ITEM TO THE APRIL 13, 2023, COUNCIL MEETING AND REQUEST DISH TO PROVIDE THE ADDITIONAL INFORMATION REQUESTED.

OR

I MOVE TO REJECT THE LEASE AGREEMENT AND DENY THE EASEMENT REQUEST.

MORRISON HERSHFIELD

Project Narrative 2/23/2023
City of Stanwood City Council
10220 270th Street NW
Stanwood, WA 98292

Project Address: 7620 278th Pl NW, Stanwood, WA 98292
APN: 32042000205900

Proposal: DISH Wireless is proposing to install a WCF (Wireless Communications Facility) on the City water tank located at 7620 278th Pl NW. The installation will consist of three sectors of two panel antennas each with auxiliary radios, equipment for each sector. There will also be ground mounted cabinetry and support equipment for the underground utilities.

DISH Wireless carefully considered many locations for siting of their proposed facility that would meet their coverage objectives as well as meeting the criteria in the City Code for Wireless Communications Facilities. Through this evaluation process it was determined that the current proposed location of their wireless facility on the City water tank meets all of the criteria.

Pursuant to the Code, Chapter 17.220.050 in the following **excerpts** for co-locating on existing structures:

(1) All WCFs shall be screened or camouflaged by employing the best available technology. This may be accomplished by use of vegetative screening, compatible materials, location, color, stealth technologies which cause the WCF to appear to be something other than a WCF that is already present in the visual landscape *(e.g., grain silos, flag poles, church steeples, trees, etc.).*

(3) WCFs mounted on existing nonresidential buildings and structures or co-located on existing support structures are permitted with an administrative review and a building permit *approved by the planning director.*

c. To the greatest extent possible, antennas shall be camouflaged, located and/or designed to minimize visual and aesthetic impacts to surrounding land uses and structures and shall blend into the existing environment. *Panel and parabolic antennas shall be completely screened, camouflaged, or disguised.*

Conversely, the criteria for construction of a new monopole are understandably more stringent:

(4) (a) Monopoles.

(i) *No monopole shall exceed 120 feet in height from the natural grade of the site. Height shall be measured from the ground to the highest point on the WCF****. Such facilities shall be located in such a manner that at least 80 percent of the tower is screened by existing buildings or trees. There shall be a minimum of at least 15 existing or newly planted trees evenly spaced within 50 feet of the tower in such a manner that the maximum screening effect is achieved.*** *Any new trees shall be at least 15 feet in height*

and maintained in a healthy condition at all times. In the event that any such tree shall become diseased or suffer other mortality, it shall be replaced with a tree meeting the requirements of this subsection.

(ii) Placement of a monopole shall be <u>denied</u> if placement of the antennas on an existing building structure or co-location can provide reasonable opportunities for the provision of personal wireless services.

(iii) *A monopole, including the support structure and associated electronic equipment and housing, shall have a minimum setback from the property line(s) equal to the height of the tower.* ***For WCFs located on lots adjacent to residentially zoned properties, the setback requirement shall be two times the height of the proposed WCF tower/facility.*** *The hearing examiner may modify these setback standards if the applicant demonstrates that doing so will allow for improved buffering or camouflaging of the WCF as described in subsection (3)(c) of this section.*

(b) Screening – Generally. All WCFs shall be designed and placed on the site in a manner that takes maximum advantage of existing trees, mature vegetation, and structures so as to:

(i) Use existing site features to screen as much of the total WCF as possible from prevalent views; and/or

(ii) Use existing site features as a background so that the total WCF blends into the background with increased sight distances.

In attached Exhibit-1, DISH documents the alternate locations considered for placement of the facility. The main concerns of the proposed monopole locations are the setback requirements, the 80% screening requirement and the lack of suitable parcels that can meet the coverage objectives for the anticipated customer base for the DISH services with the noted criteria.

Recently, DISH was requested to evaluate placement of a monopole on the water district property in lieu of placing the antennas and radios on the water tank. In attached Exhibit-2, we prepared a photo simulation to project what it might look like. Please note, that while we were able to receive some infrastructure information, we were not able to receive important pieces of information to confirm if the foundation of the monopole would fit in the only available spot on the property. If the space allows, this would be the most likely view to the general public from this vantage point. This placement would not meet the code criteria including visual impact, setbacks, 80% screening, existing and proposed plantings (15) in total within fifty feet of the new facility.

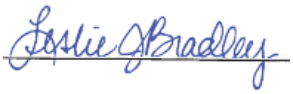
Conversely, Exhibit-3 is a photo simulation of the proposed WCF on the water tank as submitted to the City for review and approval. As you can see, the current proposal meets the city criteria for placement on an existing structure with antennas that are designed to minimize visual and aesthetic impacts to surrounding land uses and structures and blend well into the existing environment.

Of all code requirements, Chapter 17.220.050 Paragraph (4)(a)(ii) summarizes the resulting placement of the current proposal as submitted: "***Placement of a monopole shall be <u>denied</u> if placement of the antennas on an existing building structure or co-location can provide reasonable opportunities for the provision of personal wireless services."*** DISH Wireless is confident that we have provided a through, thoughtful evaluation of the proposed water tank facility while maintaining intent of the code including meeting all required standards for noise, health, and safety standards.

We therefore respectfully request that the City Council reviews and approves our application as submitted. Thank you for your time and consideration of our request.

Respectfully submitted,

MORRISON HERSHFIELD as Agent for DISH Wireless Site Acquisition Services



Leslie Bradley
Project Manager

Alternate Dish Wireless Candidate Review

Purpose

Dish Wireless is seeking to co-locate on City of Stanwood water tank. As part of its consideration, the City has requested we analyze alternate locations for our equipment. This report analyzes these alternate sites identified by the City and explains why the current Dish Wireless proposal to co-locate our antennas on the water tank is the best of all the available options.

Relevant Code

17.220.050 (4) (a)

Key Takeaways:

1. Placement of a monopole shall be denied of placement on an existing building structure or co-location can provide reasonable opportunities for the provision of personal wireless service.
2. No monopole can exceed 120’
3. Monopole and all ground equipment must be set back this distance from all property lines
    a. Height of the tower
    b. 2x the height of the tower if the parcel abuts a residential parcel.
4. At least 15 trees (15’ or higher) must be planted within 50 feet of tower in order to screen 80% of the tower

Summary

The code provides that new monopole construction shall be denied when it is reasonable for a carrier to place their antennas on an existing structure. Dish considered building a new tower, but decided that because the City’s code strongly prefers collocating on an existing structure, Dish decided to pursue a lease on the water tank for our antennas. The other candidates/parcels that have been noted by the City will not work largely because of the stringent setback requirements in the city code, which would drastically limit the height of any potential new monopoles.

Candidate Review

1. Water/Sewage Treatment Plant

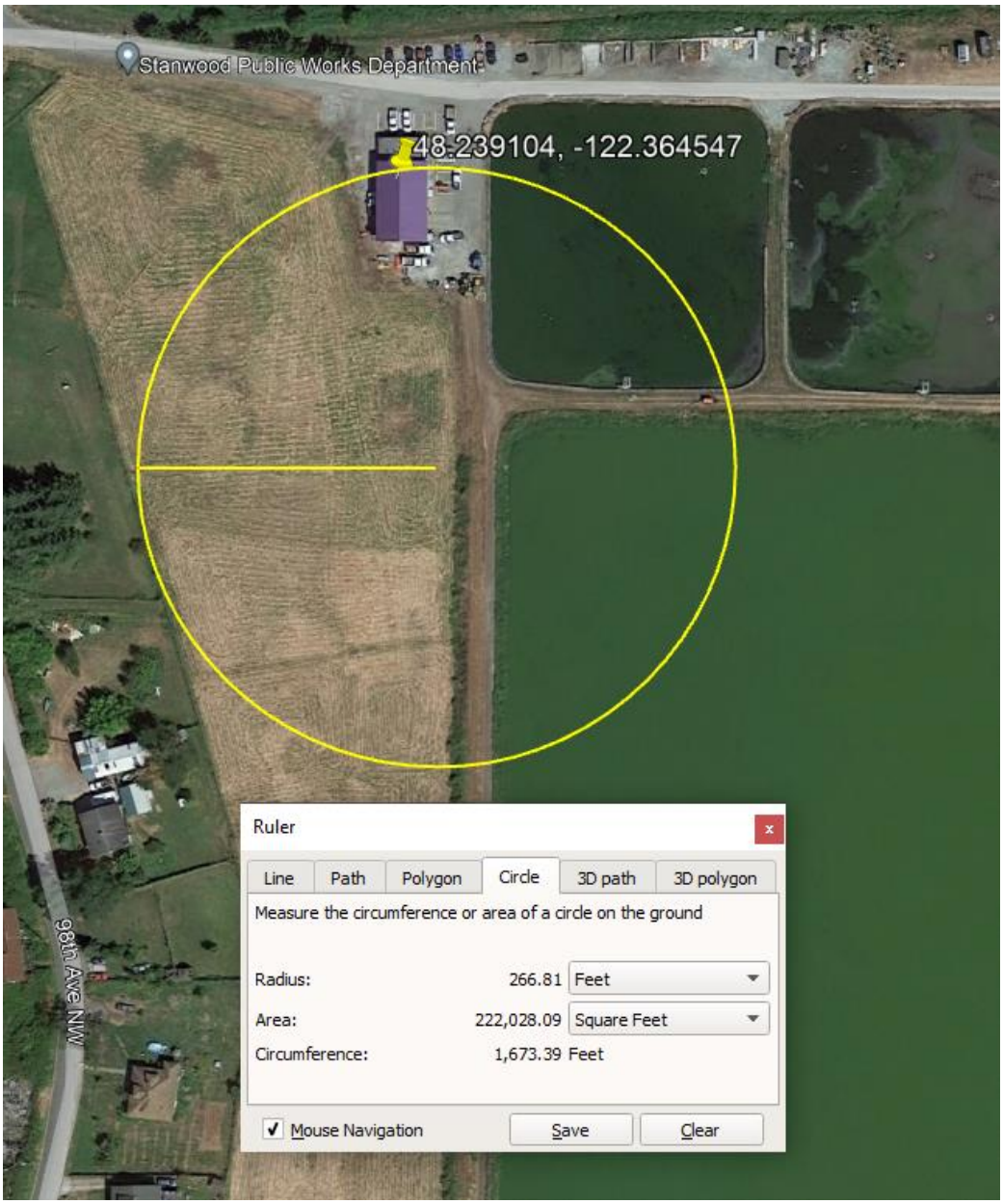
Parcel: 32032500100100

Max height: 120’ (ideal)

Setback requirement: 240’ (abuts residential)

Dish Wireless Coverage: Poor. Would cover downtown area OK, but no coverage to the NE.

Visual:



This parcel is owned by the city and contains a wastewater/sewage treatment plant. Since the property abuts a residential parcel, the setback requirement would be 2x the monopole height. It is feasible to build a 120’ pole here, but it would need to be located very close to Irvine Slough, it is not clear whether the soil quality would be adequate to support a new monopole here, however.

2. City of Stanwood Shorter Tanks:

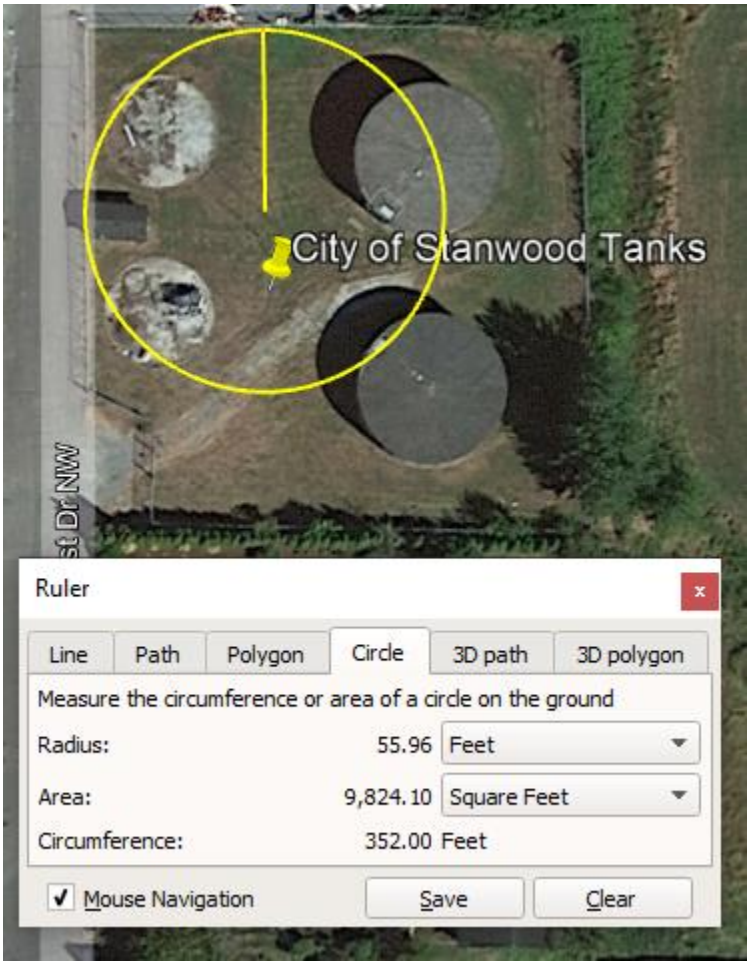
Parcel: 32041900401300

Max height: 30’ (due to setbacks)

Setback requirement: 60’ (abuts residential)

Dish Wireless Coverage: Poor due to low height

Visual:



Because this parcel is next to a residentially zoned parcel, there would be a setback requirement of 60’ to accommodate a 30’ tower, where the pole would be in the center of the parcel and substantially impair other use of the site by the City. Unclear if we could meet the 50 ft screening requirement by planting trees here.

3. Stanwood High School

Parcel: 32042000301600

Max height: 120’ (ideal, would need new tower)

Setback requirement: 240’

Dish Wireless Coverage: Fair

Visual:





Dish Wireless strongly considered this site back in 2020. Dish and American Tower determined that the existing field lights could not support the proposed Dish antennas and a third field light would need to be replaced/converted to a monopole. It was unclear where the ground equipment would go. The existing towers do not meet the screening requirements in the city code, was unclear if planting of the 15’ trees would be required to bring the site up to code.

Given the City code’s mandate to collocate equipment on existing structures rather than construct new towers, Dish decided to proceed in early 2021 to pursue the water tank lease instead of constructing a third tower at the high school.

4. Haggen's Parking Lot

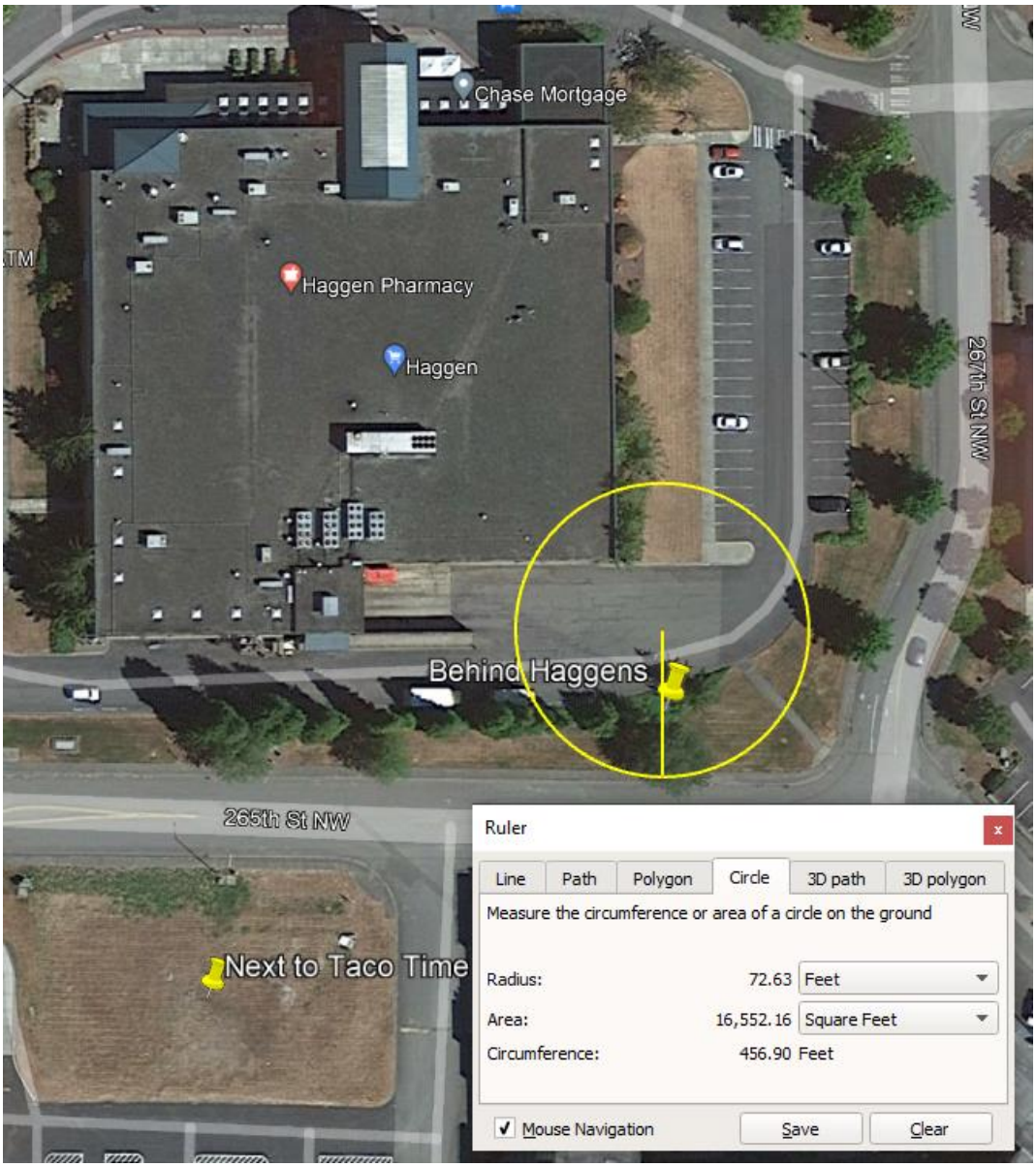
Parcel: 32042900203300

Max height: 60-70' (ideal)

Setback requirement: 60-70'

Dish Wireless Coverage: Poor. The max reduced height would allow coverage for immediate area, but poor to the residential to the north and poor to Downtown to the west.

Visual:



The property line does not abut residential parcels, but given the best location possible, the tower would still be restricted to 60-70' to meet setback requirements. Site would be in a parking lot/freight area, doubtful if we could meet screening requirements. Low height may allow for 1 additional carrier to locate on tower, but their coverage would be very poor at the low height, making it economically unfeasible for future carriers.

5. Next to Taco Time

Parcel: 32042900204500

Max height: 30’

Setback requirement: 60’ (abuts residential)

Dish Wireless Coverage: very poor

Visual:



The parcel is empty, so the screening requirements could easily be met, but might restrict future use of parcel if monopole is placed in the middle of parcel. Low monopole height would preclude a 2nd carrier from coming to the site and Dish’s own coverage would be very poor.

6. PUD Owned Property East of the City of Stanwood

Parcel: 32042000401800

This parcel is outside the City of Stanwood. Would not meet Dish Wireless coverage objectives.

7. Schenk Packing Company

Parcel: 32041800401000

This parcel is outside the City of Stanwood. Would not meet Dish Wireless coverage objectives.

NEW MONOPOLE CONSTRUCTION VS. CURRENT PROPOSED WATER TANK
EXHIBIT 2

SESEA00060B STANWOOD WATER TANK

LOOKING EAST TOWARD SITE



Before Installation



After Installation

dish wireless.

Visual impact will be affected by location and visibility of observer. This document is for planning and information purposes only and is conceptual. This is solely the photographer's interpretation of the proposed development.

MORRISON HERSHFIELD
600 Stewart St., Suite 200
Seattle, WA 98101

NEW MONOPOLE CONSTRUCTION VS. CURRENT PROPOSED WATER TANK
EXHIBIT 3

SESEA00060B STANWOOD WATER TANK

LOOKING EAST TOWARD SITE



Before Installation



After Installation

dish wireless.

Visual impact will be affected by location and visibility of observer. This document is for planning and information purposes only and is conceptual. This is solely the photographer's interpretation of the proposed development.

MORRISON HERSHFIELD
600 Stewart St., Suite 200
Seattle, WA 98101

DISH Site SESEA00060B RF Justification

DISH submits this RF analysis in association with its proposed wireless communications facility to be located at 7620 278TH PL NW, Stanwood, WA 98292

1. QUALIFICATIONS

This report was prepared by DISH's in-house RF Engineering Department, which consists of experienced and properly credentialed radio frequency engineers. The RF Engineering Department designs DISH's Washington network to provide adequate and effective wireless communications services in compliance with all FCC requirements, including DISH' licensure requirements. The RF Design Engineers use proprietary software and tools in addition to industry-standard RF propagation modeling and network performance simulation programs to identify network coverage, performance and capacity deficiencies, and develop and implement solutions based on these analyses with the goal of maximize network performance and efficiency.

2. WIRELESS TELECOMMUNICATIONS SYSTEMS

The FCC licenses a specific amount of RF spectrum to each wireless carrier and stipulates that each carrier efficiently use that spectrum to provide adequate wireless communication services to emergency services, businesses and individuals in the licensed areas. Wireless carriers achieve this mandate by continuously reusing the allocated radio frequencies throughout their licensed service area. This is accomplished by building small radio base stations, or cell sites, in a particular pattern (also known as a grid). The application of the grid concept affords a wireless carrier the ability to effectively and efficiently plan the reuse of radio frequencies. Indeed, it is the only way a cellular system can adequately function. Following proper planning techniques (as originally defined by Bell Labs and further refined by the wireless industry), the same radio frequency is reused at reasonably close intervals throughout the licensed area, without causing harmful interference (noisy or dropped calls or the inability to originate a call are typical manifestations of harmful interference), but only if placed properly. There is extremely limited flexibility as to where a cell site can be located, and limited flexibility as to the proper height.

When designing a wireless network, an RF Design Engineer starts with a theoretical grid pattern and applies it to the licensed area. Each licensed area has many variables that can affect the design and must be considered. These variables include terrain features, use of existing structures, traffic distribution, and many others. In order to provide effective coverage while maintaining an appropriate frequency reuse plan, the RF Design Engineer must perform a balancing test of all applicable technological variables. The primary variables that the engineer must balance/take into consideration are location, and the overall height of the cell sites. Too close and there is interference. Too far and calls are dropped. If a cell site is too high, it will have increased coverage but will cause interference throughout the rest of the wireless network, thereby significantly affecting network efficiency. If a cell site is too low, it will not provide effective coverage.

Therefore, a properly designed wireless network design begins with strategically located cell sites. At each cell site there is a building, tower, water tank or other structure on which

antennas are mounted. Typically, radio-transmitting equipment (base station) is located at the base of the structure. Radio signals leave the base station and travel through transmission lines to the antennas or to fiber optic cable to the remote radio head (RRH) at the top of structure and then to the antennas. Radio signals are broadcast through the antennas and travel to the customer's wireless device, thereby completing a call. When a wireless customer transmits back to the cell site, the signal is received by the antennas, travels down the transmission line and into the base station. The base station converts the signal into digital data and combines it with all the other wireless calls and digital traffic at that cell site. This data is then sent over fiber optic digital leased lines to the main switching computer. The main switching computer or Mobile Switching Center (MSC) is interconnected to the national Public Switched Telephone Network (PSTN) and Internet service providers where calls are routed to other wireless or land-line phones, or Internet locations.

As this technology enables mobile calling, once a wireless call is originated and the customer travels away from the cell site of origination, the system tracks the changes and begins a process of determining if there is a better serving cell site (a "dominant server"). Upon determination of a stronger serving site, the system automatically switches the wireless customer over to the new cell site. This process is known as a handover and allows for seamless coverage within a wireless carrier's service area. By design, this process is supposed to happen so quickly, the wireless customer does not perceive it. If the network is designed properly, there is no interruption of service and connection quality remains adequate. Proper, effective RF design requires the location (and height) of cell sites in fairly rigid parameters.

3. PERFORMANCE METRICS

(a) Coverage

The critical issue for DISH is the provision of "adequate and substantial" Radio Frequency (RF) service to serve its wireless customers. The wireless industry is governed by the Rules of the FCC. The FCC mandates in CFR 47, Parts §22.940 and §24.16 that each carrier must provide "substantial service" in its licensed service area, or risk having their license revoked. The FCC defines "substantial service" as service which is sound, favorable, and substantially above a level of mediocre service.

A metric called Reference Signal Received Power ("RSRP") is used to specify the coverage capabilities of wireless networks. This standard best represents the New Radio("5G") data technology (also known as 5G) being utilized as well as the Voice-Over 5G ("Voice over NR") technology, which is being deployed on 5G to augment and ultimately replace DISH' wireless voice capacity.

RSRP is the average received power measured across a 5G broadband channel. RSRP is measured in units of "decibels" referenced against 1 milliwatt, or dBm. The decibel is a logarithmic unit that allows ratios to be added or subtracted. The definition formula for decibels referenced against 1 milliwatt is dBm = 10 log(P / 1mW) with P measured in milliwatts. So 10 mW would be 10dBm, 100 mW would be 20dBm, etc.

The service boundary of a 5G site is defined using a RSRP equating to an acceptable receiver signal threshold. This value is derived from industry standards, 5G receive signal levels and quality and acceptable signal to noise ratios, along with statistically quantifiable variations in terrain. This threshold must also take into account additional losses associated with location of the mobile user.

DISH must provide adequate service to all of its users. In order to account for users within buildings, additional margin must be added to RSRP so that adequate coverage exists inside. Industry and DISH engineering standards include an additional 10dB of margin to RSRP to be used for light suburban areas, with increasing values for higher density land usage. This additional margin is also required for in-vehicle service specifically to account for increased attenuation associated with the use of hands-free headsets, where the phone is typically placed on the seat or in the center console.

An industry standard RF computer-aided engineering tool is used in the design of wireless networks. This tool is used to generate a plot of RSRP that shows underlying geographic data (highways, arterial roads, etc.). The propagation map is drawn showing the region where the RSRP equates to the minimally acceptable received signal level for adequate service, as measured at the device's receiver. The propagation map depicts the RSRP of the surrounding environment including the attenuation of in-building and in-vehicle use of service and visually demonstrates existing coverage patterns. Plots can also be generated to demonstrate proposed coverage patterns.

With the preceding in mind, DISH' network standard for reliable 5G wireless service for highway and rural settings is -103.21 dBm RSRP. Network reliability and accessibility decreases dramatically for mobile devices operating in or traveling into RF environments outside (or weaker than) the -115.21 dBm RSRP coverage boundary (represented as white space in the provided coverage plots). Similarly, and as described above, -98.21 dBm RSRP is used in areas where additional signal strength is needed to penetrate into buildings (e.g., city centers, dense residential, commercial and industrial type environs).

(b)Capacity

Significant deficiencies in service can occur in DISH' telecommunication network in and around the existing sites. These deficiencies can be a result of capacity demands that are taxing the surrounding sites in the DISH network. The FCC mandates in CFR 47 Part §22.940 that when a Commercial Mobile Radio Service ("CMRS") licensee (i.e. "wireless carrier") is up for renewal, the carrier must demonstrate its proposal for expanding system capacity in a coordinated manner in order to meet anticipated increasing demand for both local and roamer service, or be at risk of license revocation.

DISH regularly monitors customer traffic on each site in its network and identifies which sites are reaching 5G capacity limits or are projected to reach these limits over a rolling two-year window. Capacity is defined as the amount of customer data traffic (voice and data) a given site can process before significant performance degradation occurs. Performance issues include an

inability to access the network (make a call), calls being abruptly dropped from the network (dropped calls), or poor call or data throughput performance while connected to the network (delayed upload or download speeds). Data volume, or throughput, is the main factor used to determine the existing 5G capacity for a given site and to project when that site is expected to run out of capacity (i.e., reach a point where it can no longer process the volume of data requested by local wireless devices). Capacity relief solutions, typically development of additional sites capable of "offloading" the "loaded" sites, are then required to solve the problem.

Forward Data Volume ("FDV"), a measure of usage (data throughput) on a particular site over a given period of time, is the performance metric used to evaluate the capacity of an existing facility. The "forward link" is used since there is generally more data being downloaded (or transmitted) from a given site to the mobile devices within its coverage area, than uploaded. Therefore, it is the "forward link", not the "reverse link" that is used to determine the capacity limitations. Spikes resulting from anomalies such as seasonal events (tourist spikes, major outdoor concert venues or sporting events, etc.), college breaks, holiday sales events or celebrations, and major accidents or emergencies are accounted for as they can inflate the capacity demand and result in a premature capacity offload prediction. Trending actual and recorded throughput data over time for a site and comparing it to the theoretical maximum throughput capabilities for that site determines when that site will require capacity relief. The above are some of the concepts and parameters used when determining adequacy of the existing network.

1 *By comparison the reverse link, or information transmitted from mobile devices to an associated wireless facility, generally carries in the order of 1/10th of the data volume as the forward or downlink path.*

4. PERFORMANCE SOLUTIONS

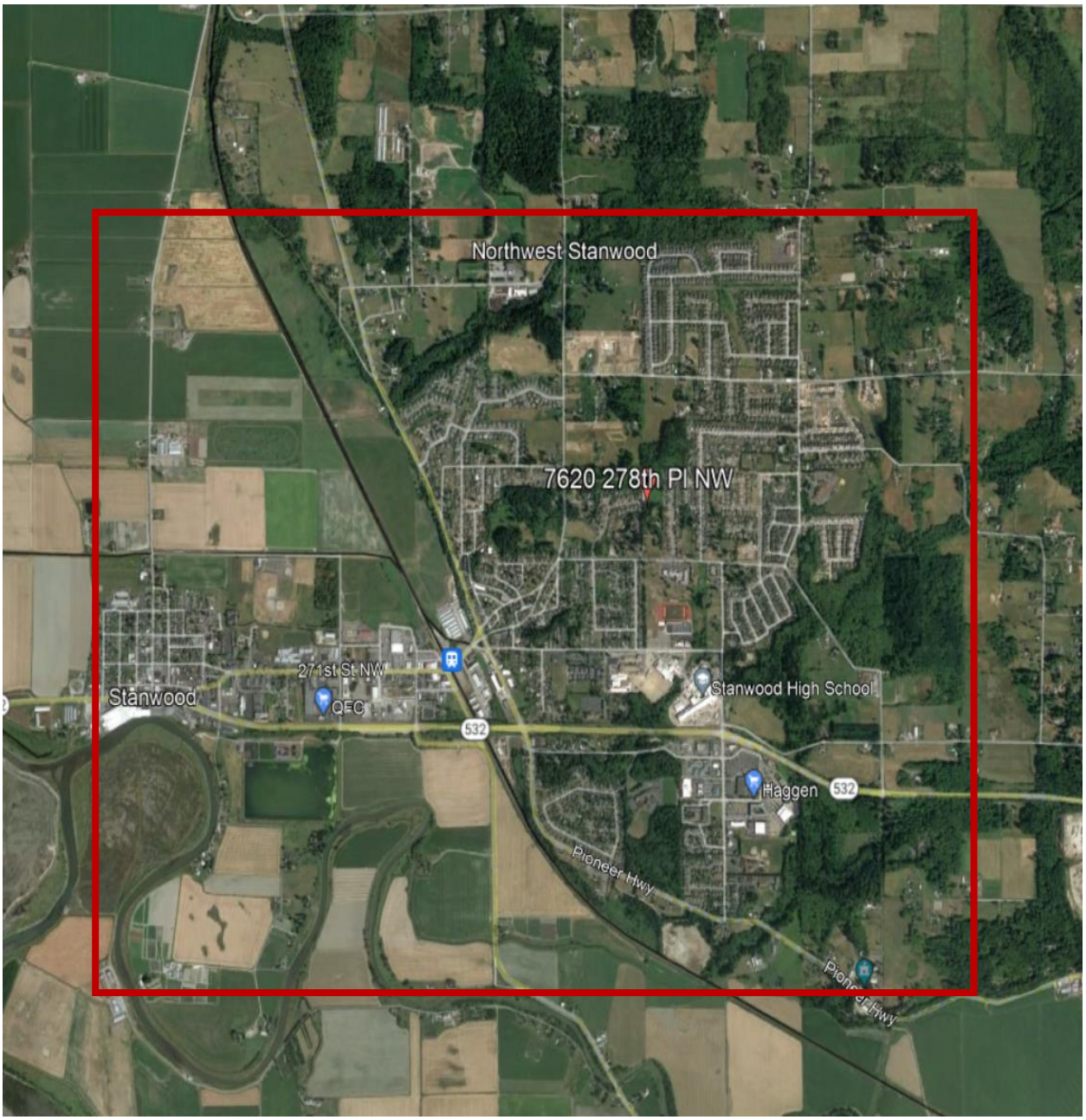
When the DISH Radio Frequency Engineer identifies coverage gaps in the system or sites that have or will reach data capacity exhaustion, they issue a "search area." A search area is a geographical area located within the inadequately serviced area, and it is designed such that if a wireless telecommunications facility is located within the search area, and at an appropriate height, it will likely provide the required coverage. For the most part, locations outside of the search area will fail to provide adequate service to the cell. Due to technological constraints, there is limited flexibility as to where a new facility can be located, and still function properly. The goal of the search area is to define the permissible location for placement of a cell site that will provide adequate service in the subject cell, and also work properly as part of the overall network.

5. Coverage and Capacity Maps and Justification- Attached

DISH Site SESEA00060B RF Justification

Dish is requesting to a site by installing antennas at 7620 278TH PL NW, Stanwood, WA 98292; with a height of 114' RCL (Radio Center Line) in order to provide new coverage and quality in the

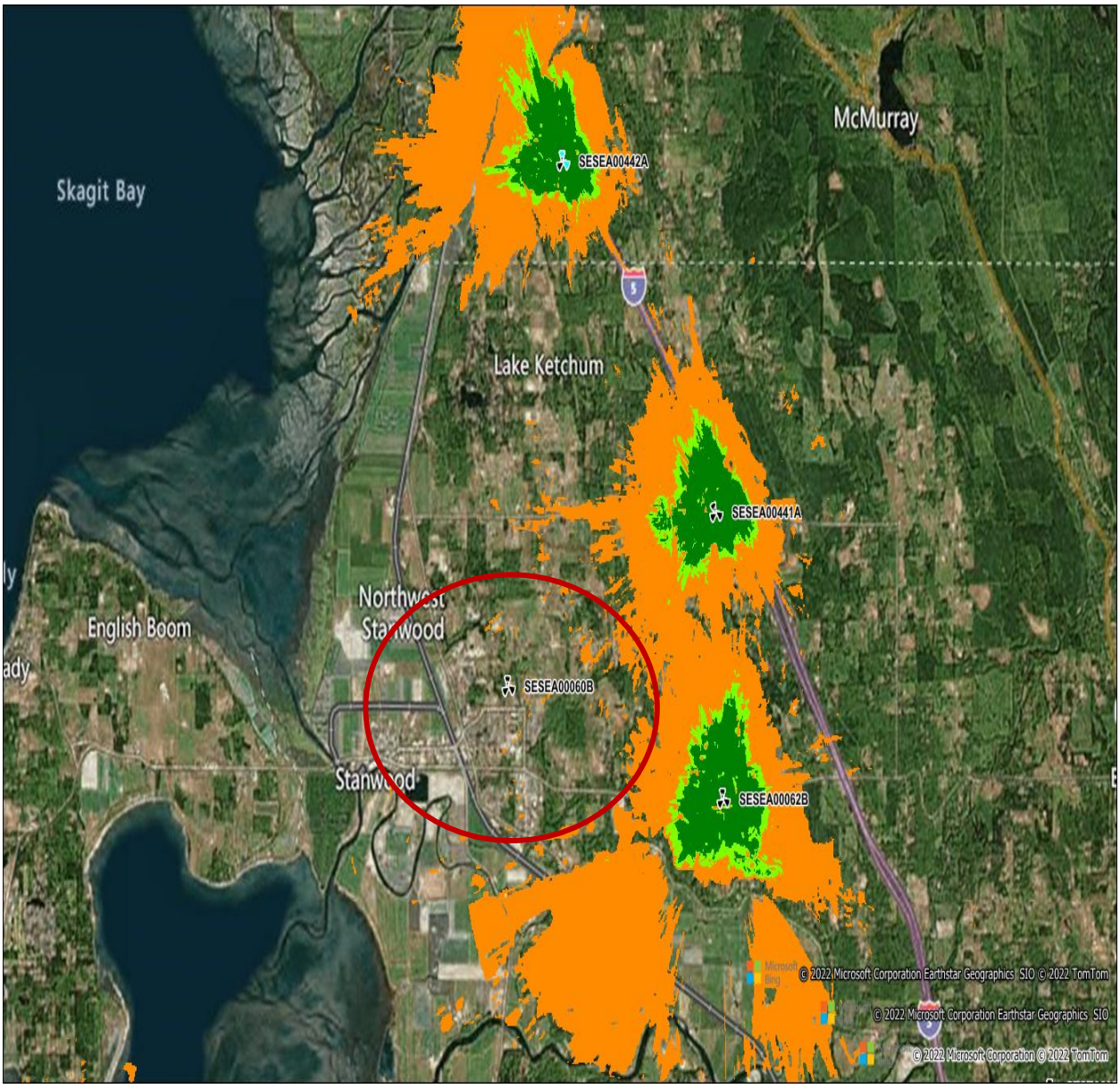
residential and commercial areas, and have continuous coverage between existing sites. Quality service will affect the residential areas, official and public buildings and commercial zones as follows:



The accompanying coverage prediction plots exhibit the need for this site at height 114'. The orange colored shade shows "poor-indoor, normal-outdoor" coverage. The green colored shade shows "normal-indoor, good-outdoor" coverage, dark green shows "good-indoor, excellent-outdoor" coverages. If there is no colored area, it means there is no coverage or very limited coverage.

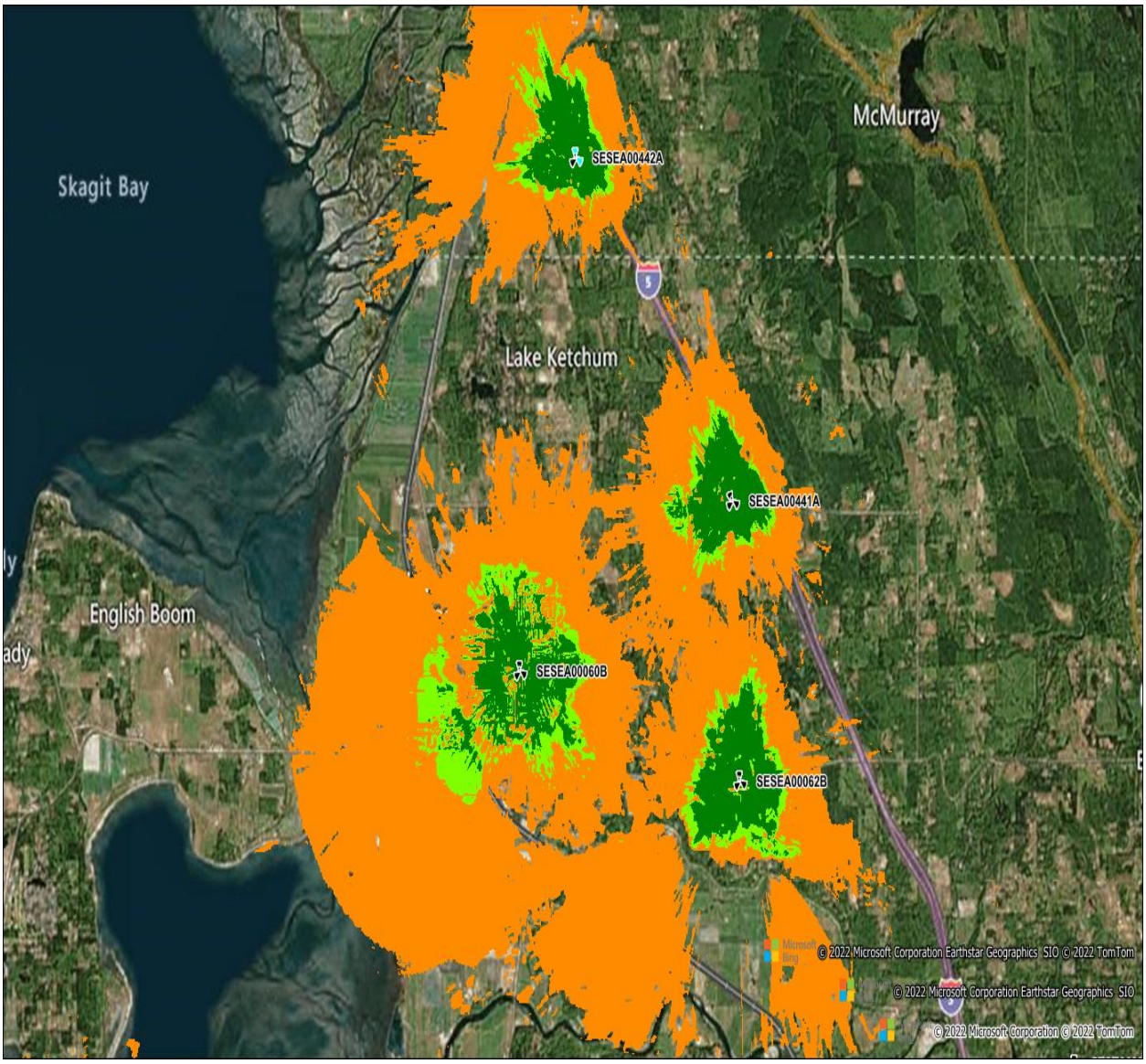
Without DISH site SESEA00060B

>=Value dBm	<Value	Color
-115.21	-103.21	
-103.21	-98.21	
-98.21	-20	



With DISH site SESEA00060B

>=Value dBm	<Value	Color
-115.21	-103.21	
-103.21	-98.21	
-98.21	-20	



The above plots show the coverage without the DISH site SESEA00060B and with the DISH site SESEA00060B respectively. This coverage loss without the site will affect the major roads as well as the surrounding Residential, Commercial, and Public area. The 114’ will provide the targeted area with the required coverage and service quality. The site is located in a dense residential area and the number of users benefiting from quality coverage would be reduced significantly without it. Dish engineers believe 114’ is a good RCL, allowing for better coverage for the customers. Without the site SESEA00060B with 114’ RCL height, Dish will have to add another site in the targeted area. This area is very limited with a structure that would work for an optimum Cell Sit-e solution.

DISH WATER TOWER Installation #1, Kansas City, Missouri






PLATTE CO.
NO.6


PLATTE CO.
NO.6

DISH WATER TOWER Installation #2, Rochester, Minnesota





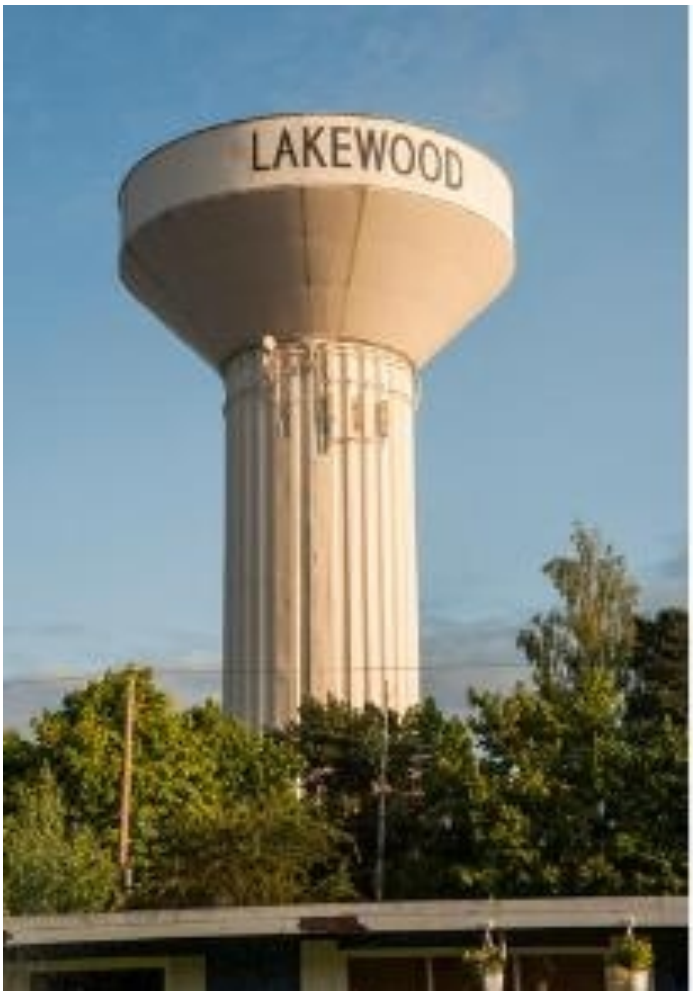


MISC Water Tank Wireless Installations

Monroe, WA Tank

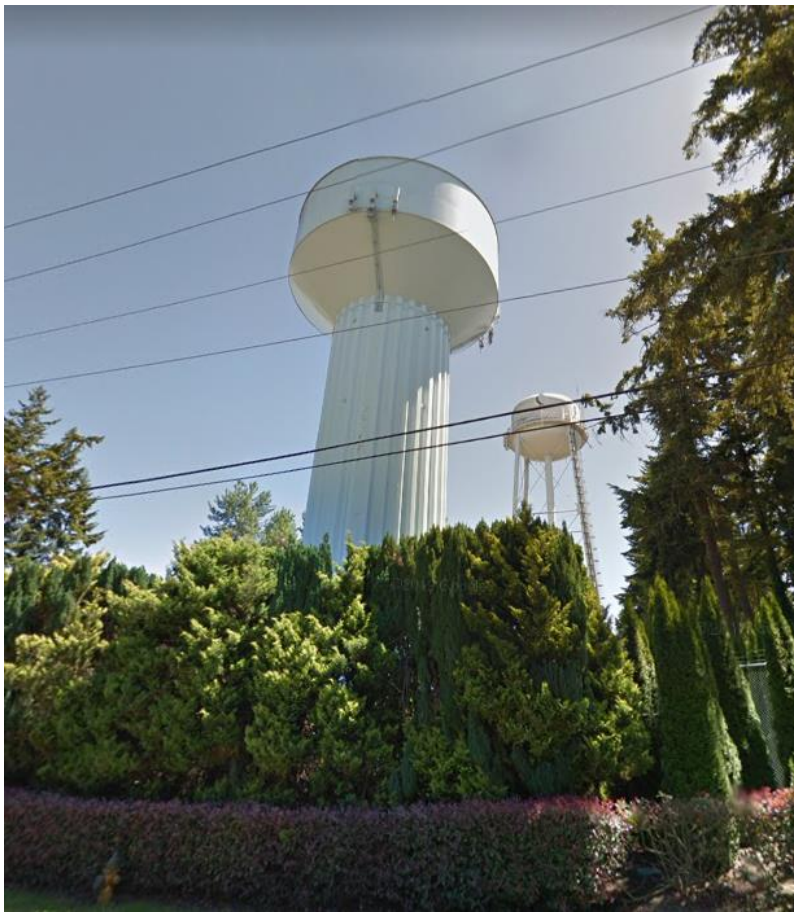


Lakewood, WA Water tank #1



Lakewood, WA Water tanks #2, #3





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 [TO BE FINALIZED WITH PERMIT APPLICATION XX 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. Rent shall be automatically increased on January 1 of each year by 3%. 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) Tenant pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location one (1) time every five (5) years and

Landlord will pay all costs if relocation is required by Landlord more than one (1) time every five (5) years; (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.

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: City Administrator

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 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: Sid Robert	Name: _____
Its: Mayor	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:_____

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CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: March 23, 2023

SUBJECT: Restorical Research LLC Contract Approval

CONTACT PERSON: Patricia Love, Community Development Director

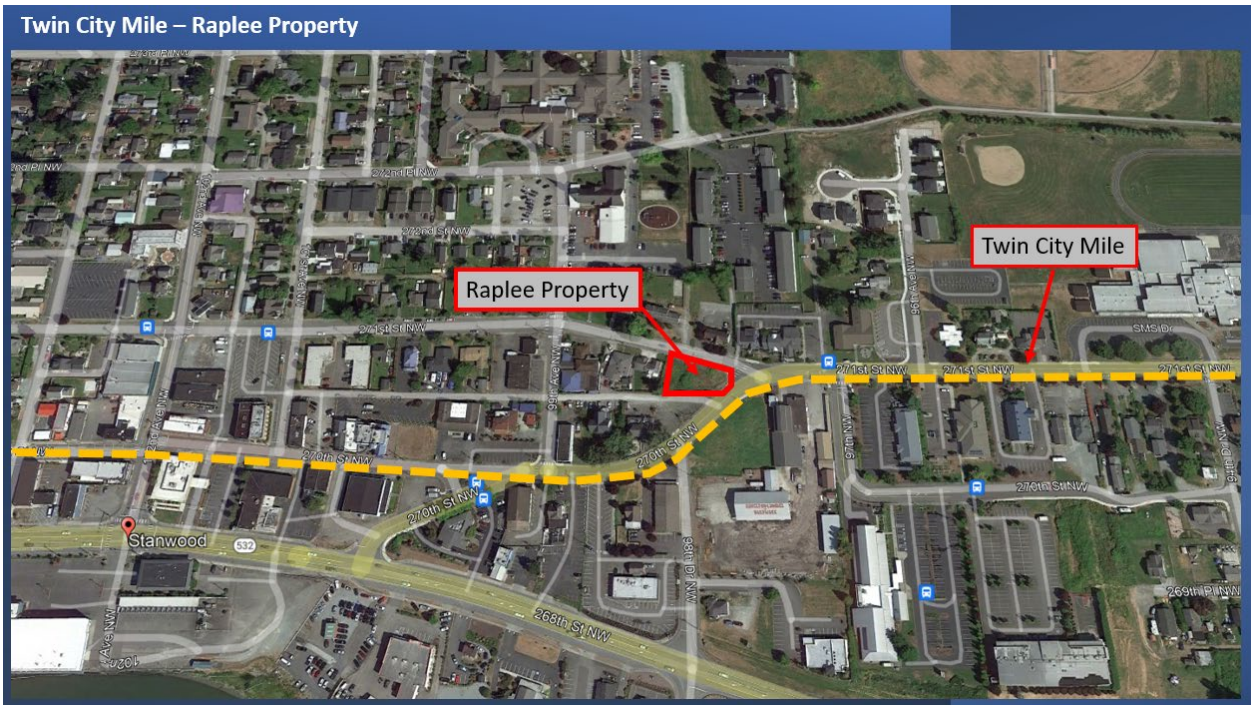
ATTACHMENTS: A – Restorical Research LLC Contract

PURPOSE

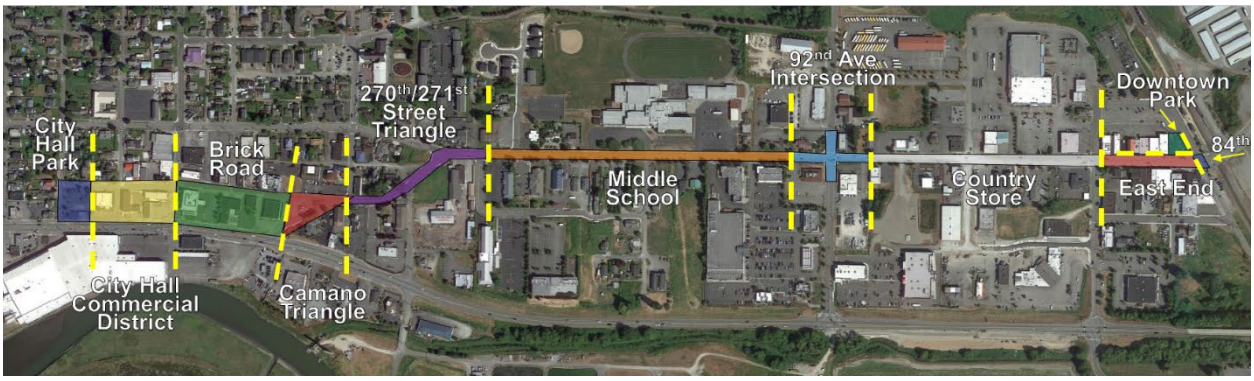
The purpose of this item is for Council to authorize the Mayor to sign a contract with Restorical Research LLC for insurance investigation services associated with the Raplee property on 271st Street in downtown Stanwood.

BACKGROUND

The triangle property located at the confluence of 271st Street and 270th Street in downtown Stanwood is owned by Kathleen Raplee. This property has been identified as a strategic point along the Twin City Mile as it is the entry point into the west end and brick road.



The Twin City Mile is a downtown revitalization project, elements of which include constructing gateways, reconfiguring travel lanes and parking, building wider sidewalks and plaza areas, building park areas, and installing street trees, art, and other curb appeal amenities to promote a vibrant economic center. The Twin City Mile has generated renewed local interest around redevelopment of the Raplee property to serve as a park and owner Kathleen Raplee has expressed interest in selling the property to the City and has signed a right-of-entry document giving the City access to the property. .



An investigation and a cleanup options report for the property was prepared a few years back that found that the site and the alley south of the property contained contaminants of concern in the soil, groundwater, and vapor.

City staff and our consultant, Maul Foster and Alongi, submitted a funding request to the Department of Ecology to conduct additional environmental testing to better understand the level of on-site contamination. Ecology has requested that the City research if there are any old insurance policies that may be used to assist with future cleanup costs.

ANALYSIS

Restorical Research, LLC, is an insurance archaeology firm with an office in Seattle. They conduct historical research to find old insurance policies that help pay for site cleanup work. They have worked on sites ranging from old gas station and dry cleaner sites to superfund sites.

The following is an excerpt from their website (Restorical.com):

> Restorical is an established team of professionals who share a passion for discovery. We are driven by the knowledge that the long hours we spend interviewing, digging through files, and piecing together years-old puzzles will produce economic justice for our clients. Usually, this justice is the difference between a property being cleared for a sale or development transaction or lying dormant while the owner still has to pay property taxes and otherwise viable land sits unused.
>
> At Restorical Research, we are insurance archeologists in search of old policies. We call these long-lost, forgotten and destroyed policies "hidden assets" because they are a financial resource for an environmental liability that's not budgeted for. And we don't do this on behalf of the insurance carriers. We *only work* for policyholders. That makes a difference in our approach.

As the archeologists, we do the digging to find the old policies. Then we go the next step to help you and your legal counsel make good faith claims to the insurance carriers. We succeed when our clients get funding from these old policies for the investigation and remediation of contaminated sites.

Since our founding in 2001, we have successfully helped over 800 public and private policyholders access these historical "hidden assets." Working for law firms, property owners, environmental firms, and state agencies, we have successfully located billions of dollars of historical insurance coverage. Our services include insurance archaeology–including environmental, construction defect and asbestos–claim advisory services, claims management and forensic accounting.

Restorical was founded in 2001 by David Vallinentz, who structured Restorical based on his strong regulatory background coupled with his environmental and accounting degrees.

In addition to our work for clients, over the past 19 years, we have been conducting a meticulous audit of the insurance industry, including each individual insurance carrier. We leverage this in-depth knowledge and our proprietary database in service of our policyholder clients.

Restorical Research is paid by contingency: if they find an insurance policy that will pay some or all of the cleanup costs, they receive 10% of the claim. If no policies are found, there is no cost to the City.

The attached scope of work for Restorical Research LLC, includes the following:

- Perform investigation of insurance and other public records
- Assist with managing information between the City, Maul Foster and Alongi and the Department of Ecology
- Assist with financial recovery from any insurance policy found

FINANCIAL IMPACT

Fiscal Impact			
Each year the City adopts a budget and Capital Improvement Program (CIP) consistent with each other. The 2022 / 2023 budget includes funds to conduct land use, environmental feasibility, appraisal, concept design and grant analysis to determine the feasibility of how the Raplee property could integrate into the Twin City Mile project if state grants can be obtained to conduct site cleanup work. The Department of Ecology has so far been supportive of the project and noted that their Brownfields team is in the process of reviewing current projects and available/near-term funds. Ecology hopes to have a preliminary project funding list in April, however some of funds are pending subject to legislative approval with implementation starting July 1. Therefore, it may May-July before we know if funding could be available for the Raplee property. The first step in working with Ecology on cleanup funds is determining if there are any past or old insurance policies that could help with the cleanup costs.			
Fund(s):	594.76.63.06 Raplee Property Evaluation		
Amount:	$85,000.00	**Project Estimate:**	TBD
Budget Authorized	**[X] Yes [ ] No**	**Amendment Required**	**[ ] Yes [X] No [ ] Monitor**

RECOMMENDATIONS

Staff Recommendation:
Staff recommends the Council authorize the Mayor to sign the contract with Restorical Research LLC for investigative work associated with the Raplee property.

Committee/Board Recommendation:
N/A; This project was a priority budget item of the entire Council.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the contract with Restorical Research LLC, for investigative work associated with the Raplee property.

2. Delay the project to a later date.

3. Do not proceed with the project during this budget cycle.

PROPOSED MOTION

I MOTION TO AUTHORIZE THE MAYOR TO THE SIGN THE CONTRACT WITH RESTORICAL RESEARCH LLC, FOR INVESTIGATIVE WORK ASSOCIATED WITH THE RAPLEE PROPERTY.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF STANWOOD, WASHINGTON AND RESTORICAL RESEARCH, LLC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement') is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and Restorical Research, LLC, an Indiana L.L.C. ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

III.3 **TERM.** The term of this Agreement shall commence on March 27, 2023, and shall terminate at midnight, December 31, 2024. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

In the event the Consultant indicates "no", but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington

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

III.6 **INDEMNITY**.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. This hold harmless/indemnity does not apply to any declaratory judgement between the City and insurers.

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

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

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

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

III.7 **INSURANCE**.

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

b. **No Limitation**

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

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

(1). Consultant will provide insurance for 'Hired' and 'Non-owned' vehicles for when we make site visits and rent a car.

(2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

(4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

(1) Comprehensive General Liability. $2,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; $2,000,000 general aggregate.

(2) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. $2,000,000 per claim and $2,000,000 as an annual aggregate.

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

f. **Acceptability of Insurers**. Insurance to be provided by Consultant shall

be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

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

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

l. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

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

III.10 **LEGAL RELATIONS**. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 **INDEPENDENT CONTRACTOR**.

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

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

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

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

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

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

III.14 **SUBCONTRACTORS/SUBCONSULTANTS.**

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

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

NONE

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 **PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed 10% of the recovery amount as described in Exhibit A without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to

complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

IV.2 **CITY APPROVAL**.

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

IV.3 **MAINTENANCE/INSPECTION OF RECORDS**.

The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

IV.4 **Public Records**

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

ARTICLE V. GENERAL

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

To City:
David A. Hammond
Finance Director
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
360-629-2181

To Contractor:
Benjamin S. Pariser
Restorical Research, LLC
8015 SE 28th St.
Suite 301
Mercer Island, WA 98040
206-219-9181

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

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

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

The parties understand and agree that a material inducement for Restorical to enter into this Agreement is the opportunity to pursue a Cost Recovery Action. If the Client elects not to pursue a Cost Recovery Action and/or terminates this Agreement for convenience the Client agrees (i) it will not on its own, directly or indirectly, at any time pursue any cost recovery contribution against any of the insurance identified by Restorical and (ii) that if the Client pursues and recovers any funds from the insurance identified by Restorical the Client will be obligated to pay Restorical.

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

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

V.5 **SEVERABILITY**

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

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

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

V.7 **FAIR MEANING**. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This

Agreement shall be deemed to have been drafted by both of the parties.

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

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

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

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

DATED this ____ day of March 2023.

CITY OF STANWOOD

By_____
Sid Roberts, Mayor

RESTORICAL RESEARCH, LLC

By Benjamin Pariser
Benjamin S. Pariser, Principal

Approved as to form:

_____
Nikki Thompson, City Attorney

Exhibit A
Scope of Services



AGREEMENT
BETWEEN
Restorical Research, LLC
AND
City of Stanwood
FOR COST RECOVERY ASSISTANCE

PRIVILEGED & CONFIDENTIAL

This Contingency Fee Agreement ("Agreement") defines the nature and scope of the relationship between Restorical Research, LLC ("Restorical") and City of Stanwood ("Client") in connection with Restorical providing consulting services for the environmental cost recovery/contribution and/or insurance coverage matters described below.

1. SCOPE OF SERVICES: The scope of services to be provided by Restorical under this agreement will be referred to as the " Cost Recovery Assistance," and will encompass consulting services to assist Client in preparing and undertaking an insurance recovery action against insurers who owe Client duties of defense and indemnification for the costs of environmental investigation and remediation pursuant to insurance policies, and/or a cost recovery/contribution action against third parties who have caused, contributed to, or exacerbated the contamination, and are liable to Client for some or all of the costs of environmental investigation and remediation. These actions collectively, or alone, are deemed the "Cost Recovery Action". Cost Recovery Assistance shall consist of:

    a. Performing such historical investigation of property records, transactional records, aerial photographs, sanborn maps, and other similar historical documents to identify potentially responsible persons;
    b. Assist in managing the flow of information between the Client, attorneys, and consultants. Client authorizes Restorical to be copied (including blind copy) on all correspondence between Client, attorneys and consultants. Client authorizes Restorical to receive copies of all invoices;
    c. Performing such historical investigation of insurance records and related documents to identify insurance carriers and policies that may provide coverage for the release that are the subject of State or other government agencies, or third party's demands.

    Cost Recovery Assistance does not include:

    a. Environmental investigation needed to fully delineate the nature and extent of contamination;

    b. Environmental remediation needed to address such contamination;

    c. Expert witness services in any cost recovery, contribution, or insurance coverage litigation that client may hire counsel to initiate; and

d. Legal Services. Client understands that Restorical does not perform legal services or provide legal advice.

2. COMPENSATION:
   a. As compensation for services provided to Client, Restorical shall receive a contingency fee of ten percent (10%) of "Recovery". Upon receipt of the Recovery, Restorical shall present to Client an invoice. Client shall pay the full amount of invoice promptly after receipt of the invoice.
   b. The parties understand and agree that a material inducement for Restorical to enter into this Agreement is the opportunity to pursue a Cost Recovery Action. If the Client elects not to pursue a Cost Recovery Action the Client agrees (i) it will not on its own, directly or indirectly, at anytime pursue any cost recovery contribution against any of the insurance identified by Restorical and (ii) that if the Client pursues and recovers any funds from the insurance identified by Restorical the Client will be obligated to pay Restorical.

3. DEFINITION OF RECOVERY: The term "Recovery" as used herein are all payments, flowing to the Client directly or indirectly, monetary or otherwise, from any potentially responsible party, or from any one or more of the insurers of the Client or of any potentially responsible party, whether by collection, settlement, judgment or litigation, before consideration of any income tax matters. Recovery includes but is not limited to payments for investigation and remediation work, sums attributable to interest, punitive damages or attorney's fees and the present value of amounts to be paid in the future.

4. EXPENSES: Client agrees to pay for all expenses related to scanning and shipping of documents not to exceed $200 per site. Client will be made aware of expenses before incurring any costs.

The Client has read this Agreement carefully and understands the terms hereof.

I HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING IT. THE UNDERSIGNED CLIENT ACKNOWLEDGES THE RECEIPT OF A FULLY SIGNED COPY OF THIS AGREEMENT.

City of Stanwood	Restorical Research, LLC
By: _____	By: _____
Sid Roberts, Mayor	Benjamin S. Pariser, Principal
Date: _____	Date: _____

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **11d**

DATE: March 23, 2023

SUBJECT: Maul Foster and Alongi Contract Amendment

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Maul Foster and Alongi Downtown Park Contract Amendment

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PURPOSE

The purpose of this item is for Council to authorize the Mayor to sign a contract amendment with Maul Foster and Alongi in the amount of $72,710.00 for the additional costs associated with the Downtown Park site cleanup work.

BACKGROUND

The Sebranke Property Cleanup project was a remediation project on City owned property in downtown Stanwood. Work included removing contaminated soils, soil testing, and ongoing monitoring of the property. This project had two council approved change orders as the amount of contaminated soil was much greater than anticipated, encompassing the entire parcel. In order to cover this increased cost, the City received additional grant funding from the Department of Commerce. This funding covered the cost of construction, portions of on-going monitoring work, and project management time.

Due to the additional cleanup efforts on the site, the City's environmental consultant, Maul Foster and Alongi, also incurred additional costs. The attached supplemental task order covers the additional costs incurred by the consultant; these costs were included in the additional commerce grant the city received in January of 2023.

ANALYSIS

The City of Stanwood received two grants from the Department of Commerce to clean up the Downtown Park site totaling $337,000.00. The grants are broken into two phases: Phase 1 remedial design and cleanup (completed in January of 2023) and Phase 2 includes ongoing ground water monitoring of the site.

Our on-call consultant, Maul Foster and Alongi, helped manage the site clean-up in accordance with Commerce's requirements. Their work included:

- Contract Management

- Mobilization and Site Preparation
- Surface Soil Removal
- Water Treatment
- Phase 2 – Groundwater Monitoring

The phase 1 cleanup project exceeded the original contract amount of $95,760.00 for Maul Foster and Alongi. Due to the increased costs associated with the soil removal and testing, a contract amendment is needed to cover the cost overruns and future monitoring costs. MFA has prepared a contract amendment in the amount of $72,710 for the following tasks:

Task 1: Additional Remedial Design and Project Management
Task 2: Construction Management, Oversight, and Completion Reporting
Task 3: 5 Year Compliance Groundwater Monitoring

Attached for Council review and acceptance is the scope of work for Maul Foster and Alongi to manage the required monitoring work.

FINANCIAL IMPACT

Fiscal Impact

Each year the City adopts a budget and Capital Improvement Program (CIP) consistent with each other. The 2021 / 2022 budget included $200,000 for investigative studies and site cleanup work for the downtown park. An additional Commerce Grant was awarded in January of 2023 in the amount of $137,000 to cover the additional site cleanup work and 5-year monitoring costs. The total grant for the project amounts to $337,000.00.

Cleanup project costs to date:

Task	Cost
Original MFA Management Contract	$95,760.00
Construction	$164,524.00
Commerce Processing Fee	$1,370.00
MFA Contract Amendment	$72,710.00
Total:	$334,364.00

There is currently $200,000.00 in the 2023 / 2024 Downtown Park Budget. This additional $72,710.00 contract with Maul Foster will be cover under the grant noted above. The 23/24 budget may need an amendment in the biennium to reflect the grant.

Fund(s):	594.76.63.03 Downtown Park		
Amount:	$200,000.00	**Project Estimate:**	2023 Increased Project Cost: $72,710.00
Budget Authorized	**[X] Yes [ ] No**	**Amendment Required**	**[ ] Yes [ ] No [X] Monitor**

RECOMMENDATIONS

Staff Recommendation:
Staff recommends the Council authorize the Mayor to sign the contract amendment with Maul Foster and Alongi in the amount of $72,710.00 to cover cost overruns associated with the downtown park cleanup work and future site monitoring.

Committee/Board Recommendation:
N/A; This project has been an action of the entire Council.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the contract amendment with Maul Foster and Alongi in the amount of $72,710.00 to cover cost overruns associated with the downtown park cleanup work and future site monitoring.

PROPOSED MOTION

I MOTION TO AUTHORIZE THE MAYOR TO THE SIGN THE CONTRACT AMENDMENT WITH MAUL FOSTER AND ALONGI, INC. IN THE AMOUNT OF $72,710.00.

PER ON-CALL PSA SUPPLEMENTAL AGREEMENT #1
(ON-CALL MASTER CONTRACT #23-15)
BETWEEN CITY OF STANWOOD, WASHINGTON (CITY)
AND MAUL FOSTER AND ALONGI (CONSULTANT)

APPROVED TASK ORDER

TASK ORDER: 2021-10.01
PROJECT NAME: Downtown Park (Sebranke) site Cleanup Support Services

This shall constitute an approved Task Order pursuant to the Supplemental Agreement between CITY and CONSULTANT dated June 9, 2022 ("AGREEMENT"). The scope of services, cost estimate, and rate sheet are incorporated into the Agreement.

Project Scope of Services:
Maul Foster and Alongi will provide additional remedial action scope of work funded by a Washington State Department of Commerce (Commerce) Brownfields Revolving Loan Fund (BRLF) grant and provide ongoing support for managing the Commerce grant The following is a summary of tasks:

Tasks:

Task 1: Remedial Design and Project Management
Task 2: Construction Management, Oversight, and Completion Reporting
Task 3: Compliance Groundwater Monitoring

CONSULTANT agrees to perform the tasks listed above and described in Exhibit A for a fee amount of **$72,710 (seventy-two thousand, seven hundred and ten dollars)**, unless otherwise modified by the Mayor in a subsequent Task Order Approval Form.

Performance of the services shall be subject to the terms and conditions contained in AGREEMENT.

Dated this March 23, 2023.

CITY OF STANWOOD

By: _____
Sid Roberts, Mayor

MAUL FOSTER AND ALONGI

By: _____
Phil Wiescher, PHD
Principal Environmental Scientist

Attachment A
Scope of Work

MAUL FOSTER ALONGI

MFA CHANGE ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA), and City of Stanwood (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the additional work as described below (Work) under the terms and conditions of the On-Call Professional Services Agreement with an effective date of: January 29, 2021, which is fully incorporated herein by this reference. All contract provisions remain in full force and effect and shall be undisturbed by this change order, except for the changes described below.

MFA project number: M1030.02.006 **Change order number:** 01

Project name: Downtown Park (Sebranke) Site Cleanup Support Services

Project location: 8627 271st Street NW, Stanwood, WA 98292

Reason for revisions to scope and schedule of work:

In early December 2022, cleanup activities were initiated at the Sebranke property in Stanwood, Washington (the Property) consistent with the scope of work described in the EPA-approved sampling and analysis plan/quality assurance plan, dated November 9, 2022, under Washington State Department of Commerce grant 22-62310-004 with the City of Stanwood.

Since initiating cleanup activities, the following unexpected conditions have been encountered that were not included in the initial engineering design for the cleanup action including the discovery of an abandoned 850-gallon underground storage tank (UST) in the deep excavation area submerged in groundwater and fill material encountered in the northwest of the shallow soil removal area including debris with carcinogenic polycyclic aromatic hydrocarbon (cPAH) and lead-contamination.

These unanticipated conditions have resulted in additional costs to remediate the site, including completion of decommissioning and site assessment activities for UST, additional analytical costs to characterize UST excavation and expanded shallow soil excavation, additional project coordination, oversight, and reporting associated with the unanticipated conditions.

Scope and schedule of work: MFA will perform the Work indicated below.

Task 1—Remedial Design and Project Management

Coordinate the tasks outlined below, including project communications, budget tracking, and project documentation.

Communications with Client, Washington Department of Ecology, and Washington Department of Commerce to discuss the remedial action, provide ongoing support for compliance monitoring, and support for pursuit of a property specific No Further Action determination.

Task 2—Construction Management, Oversight, and Completion Reporting

Labor and fees, travel to/from the field site, travel-related expenses (i.e., mileage/vehicle rental fees, meals, and lodging), and field equipment and subcontractor fees for additional remedial oversight and UST site assessment.

Analytical fees associated with one-day turnaround to facilitate overexcavation during the remedial action.

Preparation of a completion report documenting the additional activities completed for the remedial action. The completion report will be prepared in general accordance with WAC 173-340-400.

Task 3—Compliance Groundwater Monitoring

One additional year of quarterly compliance groundwater sampling due to the identification of a UST and to support potential additional monitoring requests from Ecology. Groundwater compliance monitoring events will be conducted at four groundwater monitoring wells on the Property.

The estimated cost for this task assumes that field work will include one day of monitoring well sampling per event. Field work will be conducted by a qualified geologist/engineer.

MFA will prepare a brief, groundwater monitoring report following each event. Each report will include the following components:

- Potentiometric groundwater maps.
- Comparison of groundwater data to site cleanup levels.
- Data validation memorandum.

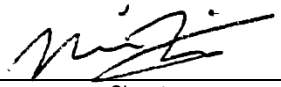
MFA will begin work immediately upon receiving authorization to proceed. This proposal is valid for 60 days.

Budget data (all figures are estimates unless otherwise noted):

Original contract amount:	$ 95,759
Net change by previous authorized change order(s):	$ 0
Contract price prior to this change order:	$ 95,759
This contract change order increases contract price by:	$ 72,710 (see attached budget table)
New contract price including this change order:	$ 168,469

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 15th day of March 2023.

By Maul Foster & Alongi, Inc.	By City of Stanwood
	
Signature	Signature
Phil Wiescher	
Printed Name	Printed Name
Principal Environmental Scientist	
Title	Title

MAUL FOSTER ALONGI

Estimated Budget—Change Order No. 1
City of Stanwood
Remedial Action Sebranke Property

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Remedial Design and Project Management	52	$9,960	$0	$0	$9,960
2 Construction Management, Oversight and Completion Reporting	84	$13,280	$1,940	$18,880	$34,100
3 Compliance Groundwater Monitoring	148	$24,840	$2,080	$1,730	$28,650
			Total Change Order Cost		**$72,710**

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **11e**

DATE: March 23, 2023

SUBJECT: Hamilton Landing Park DNR Lease Agreement

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: DNR Lease Agreement

ISSUE:

The issue before the City Council is to authorize the Mayor to sign the Aquatic Lands Lease Agreement with the Washington State Department of Natural Resources (DNR) for the Hamilton Landing Park boat launch access to the Stillaguamish River.

SUMMARY:

State-owned aquatic lands are managed by Washington State Department of Natural Resources for the benefit of Washington State citizens. Public lands are those areas that lie beneath the state's navigable waters, including the coastline, bedlands, lakes, rivers and Puget Sound marine areas. The Stillaguamish River falls under the jurisdiction of DNR. All projects which include over-water, in-water work, or long term in-water improvements on state-owned lands requires a lease agreement with the Washington State Department of Natural Resources.

BACKGROUND:

As part of the Hamilton Landing Park development, WDFW is building a boat launch which the City will own and maintain once it is constructed. The City is building out the remainder of the park which includes parking, a grassy hill area, trails, landscaping, a handheld boat launch and preservation of the remaining Hamilton Lumber structures, including the smokestack.

The Department of Natural Resources (DNR) controls access to the Stillaguamish River. To construct the boat launches, a lease agreement is required. City staff and the City Attorney have been working with DNR on the lease terms. The City Attorney has reviewed the final lease agreement and has confirmed the agreement is ready to be signed by the Mayor.

DISCUSSION:

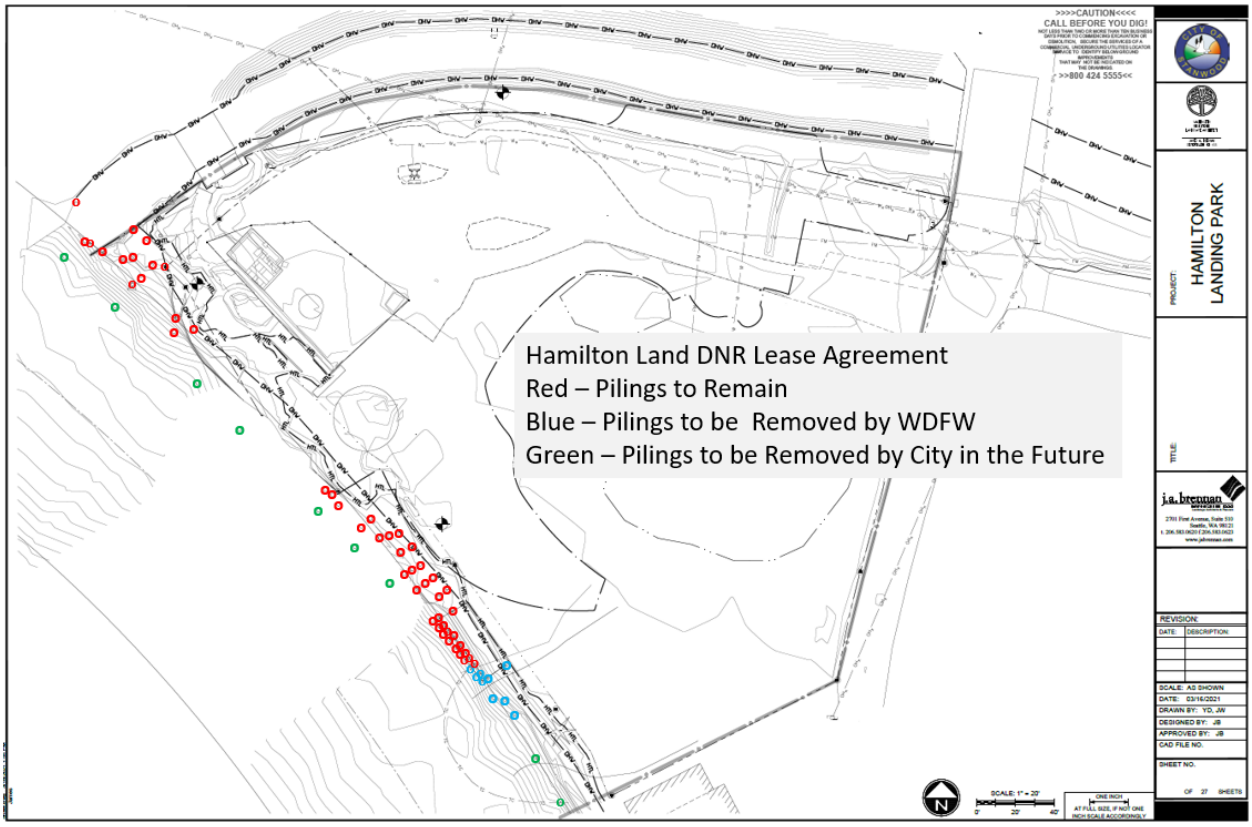
DNR's Aquatic Resources Program acts as a landlord on behalf of the state. The program manages state-owned aquatic lands to provide a balance of public benefits for all citizens of the state and is mandated to consider the natural values and best use of aquatic lands before authorizing uses on them. When the Aquatics Program authorizes uses on state-owned aquatic land, they consider environmental risks, the risks to public health and safety, and the financial risks for the entire lifetime of the use.

One key provision of the lease is DNR's requirement that the City remove as many creosote pilings as possible without undermining the stability of the park. This is a relatively new and unexpected requirement. However, DNR will not approve the lease without removal of 9 in-water pilings. Staff has negotiated the removal of 9 pilings within 15 years of execution of the lease. However, we hope to add this work as an alternative bid item to the project and complete the work with the park's construction.

Hamilton Park Design Sketch



Hamilton Park Piling Removal Plan



Lease Terms:

- The Cooperative Agreement between the City and WDFW, dated July 26, 2017, states that WDFW's obligations end with construction of the boat launch and that the facilities then become the sole property of the city.

- The lease applies to entire property frontage.

- 30-year lease to commence upon execution of the lease agreement; extensions are allowed and anticipated.

- No rent is required due to public use and access discount.

- Security Deposit is waived with City insurance coverage.

- DNR Habitat Stewardship Policies require the removal of 9 in-water pilings within 15 years of lease execution. WDFW will remove additional pilings and a portion of the wharf within their project limits.

- An as-built survey of the construction will be required within one year of the improvements being completed.

FISCAL IMPACT:

Fiscal Impact			
No direct lease payments are required by the lease as the lease is for a public purpose. However, there will be a one-time project cost to remove the nine (9) pilings within 15 years of signing the lease. WDFW has given the City a cost estimate of $80,000 to $100,000 to remove the pilings. This cost estimate will only increase over time. It is staff's recommendation to include the pile removal as a bid alternative in the bidding documents. At that time the Council can decide to either remove the pilings with the park construction or delay removal.			
Fund(s):	N/A		
Amount:	$	**Project Estimate:**	$ -
Budget Authorized	**[ ] Yes [ ] No**	**Amendment Required**	**[ ] Yes [ ] No [ ] Monitor**

CITY COUNCIL OPTIONS:

1. Authorize the Mayor to sign the Hamilton Landing lease agreement with the Washington State Department of Natural Resources.

2. Request changes to the lease agreement.

3. Reject the lease agreement to do not build the motorized and handheld boat launches.

RECOMMENDED MOTION:

The Community Development Committee reviewed the terms of the lease agreement on March 2, 2023 and recommended moving forward with the lease. They understood that the cost to remove the nine (9) pilings was unanticipated, but they also felt that having boat access to the Stillaguamish River is a desirable park asset for the community.

MOTION:

I MOTION TO AUTHORIZE THE MAYOR TO SIGN THE HAMILTON LANDING LEASE AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES AS PROVIDED IN EXHIBIT A.

THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER

When recorded, return to:
City of Stanwood
10220 270th St NW
Stanwood, WA 98292

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 20-100483

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Stanwood
Legal Description: Govt. Lot. 2, Section 25, Township 32 North, Range 3 East, W.M.
Complete Legal Description on Page 37
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: P74110

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF STANWOOD, a government entity ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as the Stillaguamish River, which shorelands and bedlands located in Snohomish County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

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SECTION 1 PROPERTY

1.1 Property Defined.

(a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").

(b) This Lease is subject to all valid interests of third parties noted in the records of Snohomish County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.

(c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials, except to the extent expressly permitted in Exhibit B.

(d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

(a) Tenant warrants that Exhibit A includes a true and accurate description of the Property boundaries, the location of the Improvements to be constructed, and the location of the Improvements existing on the Property. Tenant's obligation to provide a true and accurate description of the Property boundaries, the location of the Improvements to be constructed, and the location of the Improvements existing on the Property is a material term of this Lease.

(b) Tenant's use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.

(c) Tenant shall submit a record of surveyfor State's acceptance within three hundred and sixty-five (365) days of the Commencement Date.

(d) Tenant's submission of the record of survey shall constitute a warranty that the record of survey is a true and accurate description of the Property boundaries and the as-built location of all Improvements on the Property. Tenant's obligation to provide a true and accurate description of the Property boundaries and the as-built location of Improvements on the Property in the record of survey is a material term of this Lease.

(e) At Tenant's expense, and no later than thirty (30) days after receiving State's written acceptance of the record of survey, Tenant shall record the record of survey in the County in which the Property is located. Tenant shall provide State

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with recording information, including the date of recordation and the file number, within fifteen (15) days after recording the record of survey.

(f) Tenant warrants that the Property lies only in front of upland property owned or otherwise legally controlled by the Tenant.

(g) State may require Tenant to obtain a record of survey that describes the Property boundaries and the Improvements to be constructed or already existing on the Property if State determines a record of survey is necessary.

(h) Tenant shall hold harmless State and will not seek damages from State in the event a subsequent record of survey reveals an error in the legal description provided in Exhibit A.

1.3 Inspection. State makes no representation regarding the condition of the Property, Improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

1.4 Documentation of Leasehold Condition.

(a) To the extent satisfactory to State, Tenant shall film / photograph / cause to be inspected the condition and appearance of the Property within one hundred and eighty days (180) days of the Commencement Date, documenting the condition of both the water surface and the underwater land. Tenant shall provide a true copy of such film / photographs / signed and sworn inspection report to State within one hundred and eighty days (180) days of the Commencement Date.

(b) Within one hundred and eighty (180) days before the Termination Date, or within ninety (90) days after receiving a valid early notice to terminate, Tenant shall film / photograph / cause to be inspected the appearance of the Property to the same extent as documented at the beginning of Term. Tenant shall provide a true copy of such documentation to State within thirty (30) days after the completion of the filming/photographing/inspection.

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for:

Public Access Boat Ramp

(the "Permitted Use"), and for no other purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements, and additional obligations on Tenant. The Permitted Use of this Lease shall not be changed or modified without the written consent of State, which shall be at State's sole discretion.

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2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease or the law.

(a) Tenant shall not cause or permit:
  (1) Damage to land or natural resources, except to the extent expressly permitted in Exhibit B,
  (2) Waste, or
  (3) Deposit of material, unless approved by State in writing and except to the extent expressly permitted in Exhibit B. This prohibition includes, but is not limited to, deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

(b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.

(c) Tenant shall not pressure wash or clean any equipment, machinery, or floating or fixed structures.

(d) Tenant shall avoid damage caused by propeller wash from vessels.

(e) Tenant shall not allow moorage or anchorage of vessels in water shallower than seven (7) feet extreme low water, and shall not allow vessels to come in contact with underlying shorelands or bedlands (commonly referred to as "grounding out") at any time.

(f) Tenant shall not construct new bulkheads or place new hard bank armoring.

(g) Tenant shall not replace or expand the existing bank armoring.

(h) Tenant shall not install fixed breakwaters.

(i) Tenant shall not construct or install new covered moorage or boat houses.

2.3 Conformance with Laws. Tenant shall keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

2.5 Residential Uses Prohibited. Residential uses, as defined by WAC 332-30-106(62), are not permitted on the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is thirty (30) years, beginning on the 1st day of February, 2023 (the "Commencement Date"), and ending on the 31st day of January, 2053 (the "Termination Date"), unless terminated sooner under the terms of this Lease (the "Term").

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Whenever the phrase "termination of this Lease" or "termination of the Lease" is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to the Termination Date.

3.3 End of Term.

(a) Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7.

(b) Restoration of Property:

(1) Prior to the termination of this Lease, Tenant shall restore the Property toits condition prior to Tenant's use of the Property.

(2) This restoration is to be done at Tenant's expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant's plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.

(3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State's remedy.

(c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

(a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.

(1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.

(2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State

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shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.

(b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

(a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.

(b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Zero Dollars ($0.00), consisting of Zero Dollars ($0.00) related to the water-dependent rent.

(c) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.

(d) Public Use and Access. This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant's use of these areas cease to meet the requirements for free or reduced rent in RCW 79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Change in Use Classification. Neither the use classification, nor the square footage of a use classification, shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

4.4 Rent Adjustment Procedures.

(a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraph 4.5(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Commencement Date.

(b) Procedures on Failure to make Timely Adjustment. If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or

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waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

(a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.

(b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.

(c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until State implements the full amount of increase as determined by the statutory rent formula.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

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6.1 Failure to Pay Rent. If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars ($50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

(a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.

(b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements Defined.

(a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. Improvements include, but are not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.

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(b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands or Improvements.

(c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.

(d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant, (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.

(e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.

(f) "Improvements Owned by Others" are Improvements owned by others (not including Tenant or a subtenant) with a right to occupy or use the Property.

7.2 Existing Improvements. On the Commencement Date, the following Tenant-Owned Improvements are located on the Property: derelict 800 square-foot wooden wharf, earthen boat launch, 67 creosote-treated wooden piling.

7.3 Construction, Major Repair, Modification, and Other Work.

(a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively "Work").

(b) Except in an emergency, Tenant shall not conduct Work without State's prior written consent. Tenant shall obtain State's prior written consent as follows:

(1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications to State at least ninety (90) days before commencement of Work.

(2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if the proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions intended to protect and preserve the Property or adjacent state-owned aquatic lands.

(3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.

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(c) Tenant shall immediately notify State of emergency Work. Upon State's request, Tenant shall provide State with as-built plans and specifications of emergency Work.

(d) Tenant shall not commence or authorize Work until Tenant or Tenant's contractor has:

(1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant or Tenant's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.

(2) Obtained all required permits.

(e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.

(f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record of survey showing the Property boundaries and the as-built location of all Improvements on the Property.

(g) State shall not charge rent for authorized Improvements installed by Tenant on the Property during the Term, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work.

(a) Applicability of Standards for Work.

(1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.

(2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's current standards for Work.

(3) If Tenant commences Work five (5) or more years after the Commencement Date, Tenant shall ascertain State's current standards for Work as follows:

(i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with State's current standards for Work on state-owned aquatic lands.

(ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with State's current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work, provided Tenant submits plans and specifications

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for State's approval within two (2) years of Tenant's request for standards.

(iii) If State does not timely provide State's current standards upon Tenant's request, the standards for Work under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for State's current standards for Work.

(iv) If Tenant fails to (1) make a request for State's current standards for Work or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Tenant shall, at Tenant's sole expense, make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.

(b) The following standards for Work apply to Work commenced in the five-year period following the Commencement Date:

(1) Tenant shall not install skirting on any overwater structure.

(2) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-110, Authorized Work Times in Freshwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW), United States Fish and Wildlife Service (USFWS), andNational Marine Fisheries Service (NMFS).

(3) Tenant shall not provide anchorage or moorage in water more shallow than seven (7) feet (2.1 meters) extreme low water.

(4) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least fifty percent (50%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space. For gangways, piers, wharves, decks, and fixed docks, Tenant shall install grating on one hundred percent (100%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.

(5) Tenant shall orient navigation channels and entrances to facilities to avoid dredging.

(6) Tenant shall maximize water exchange by locating facility openings to promote flushing and prevent trapping surface debris and oily residue.

(7) Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:

(i) Tenant shall direct light to walkways,

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(ii) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water,
(iii) Tenant shall use fixtures that do not emit light upward,
(iv) Tenant shall use lights that are "warm-white" or filtered.

(8) If Tenant is constructing a new or rebuilding an existing boat ramp or launch, Tenant shall construct boat ramps and launches to minimize:
(i) interruption of longshore current,
(ii) the need for shoreline armoring,
(iii) interruption of natural hydrology (wave energy, longshore current, or other),

(9) Tenant shall not allow new floating structures to come in contact with underlying shorelands or bedlands (commonly referred to as "grounding out"). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

7.5 Tenant-Owned Improvements.

(a) Removal of Tenant-Owned Improvements upon termination.
(1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
(2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
(3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State's consent, State may remove all Improvements and Tenant shall pay State's costs.

(b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
(1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State of Washington, and regardless of whether Tenant enters into a new Lease for the Property.
(2) If Tenant enters into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
(3) If Tenant does not enter into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
(i) Tenant shall submit its request to leave Tenant-Owned Improvements to State at least one (1) year before the Termination Date.

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(ii) State, within ninety (90) days of receiving Tenant's request, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.

(iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.

(c) Tenant's Obligations if State Waives Removal.

(1) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall not remove such Tenant-Owned Improvements.

(2) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

(a) Unauthorized Improvements belong to State, unless State elects otherwise.

(b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Tenant fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.

(c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.

(d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

(a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.

(b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and any Improvements that may result from removal of Personal Property.

(c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.

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(1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.

(2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

(a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.

(b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).

(c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act.

(d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.

(e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

(a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:

(1) The Property; and

(2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.

(b) Standard of Care.

(1) Tenant shall exercise the utmost care with respect to Hazardous Substances.

(2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

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8.3 Current Conditions and Duty to Investigate.

(a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property or adjacent state-owned aquatic lands.

(b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.

(c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

(a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.

(b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.

(c) If use of Hazardous Substances related to Tenant's Permitted Use or Tenant's use or occupancy of the Property results in violation of law:

(1) Tenant shall submit to State any plans for remedying the violations, and

(2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

(a) Tenant and affiliates shall not undertake activities that:

(1) Damage or interfere with the operation of remedial or restoration activities, if any;

(2) Result in human or environmental exposure to contaminated sediments, if any;

(3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.

(b) If requested, Tenant shall allow reasonable access to:

(1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and

(2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

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(a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
  (1) A release or threatened release of Hazardous Substances;
  (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
  (3) Any lien or action arising from Hazardous Substances;
  (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
  (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.

(b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.

(c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

(a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
  (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
  (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.

(b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.

(c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), to the extent permitted by law, Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

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(a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.

(b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.

(c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

(a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.

(b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

(a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.

(b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with such Tests, provided State gave Tenant thirty (30) days' advance notice in nonemergencies and reasonably practical notice in emergencies.

(c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.

(d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality

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control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

(a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.

(b) State reserves the right to condition its consent upon:

(1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or

(2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.

(c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.

(d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

(a) Tenant shall submit the terms of all subleases to State for prior approval.

(b) Tenant shall incorporate the following requirements in all subleases:

(1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;

(2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;

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(3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
(4) The sublease must terminate if this Lease terminates for any reason;
(5) The sublease must include an acknowledgment that the subtenant has received a copy of this Lease;
(6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than one year of rent;
(7) The sublease must identify the rental amount subtenant is to pay to Tenant;
(8) The sublease must provide that there is no privity of contract between the subtenant and State;
(9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
(10) The subtenant's permitted use must be within the scope of the Permitted Use;
(11) The sublease must require the subtenant to indemnify, defend, and hold harmless State to the same extent Tenant is required to indemnify, defend, and hold harmless State under this Lease ;
(12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
(13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement; and
(14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty percent (50%) is an assignment of this Lease. Assignments defined in this Paragraph 9.4 require State's consent under Paragraph 9.1.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Allocation of Responsibility. Each Party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold

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harmless State for Hazardous Substances. The following indemnity requirement shall be incorporated into any sublease:

(1) Subtenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by subenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.

(2) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to tangible property, diminution in value to tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.

(3) State shall not require subtenant to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.

(4) Subtenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, subtenant's obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(5) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the subtenant or subtenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the subtenant and those acting on its behalf.

(6) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern subtenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

(a) Insurance Required.

(1) Tenant certifies that on the Commencement Date of this Lease it is a member of a self-insured risk pool for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan

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provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a member of a self-insured risk pool. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism. If during the Term Tenant's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Lease, Tenant shall procure additional commercial insurance coverage to meet the requirements of this Lease. The requirements in Paragraph 10.2(a)(3) and (4) only apply where the Tenant procures additional commercial insurance to meet the requirements of this Lease.

(2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.

(3) All general liability, excess, umbrella and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.

(4) All property insurance, builder's risk insurance, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.

(5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

(1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.

(2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.

(c) Proof of Insurance.

(1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.

(2) The certificate(s) of insurance must reference the Lease number.

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(3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.

(d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:

(1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

(2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.

(e) Adjustments in Insurance Coverage.

(1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.

(2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.

(f) If Tenant fails to procure and maintain the insurance required in this Lease within fifteen (15) days after Tenant receives a notice to comply from State, State may either:

(1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or

(2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.

(g) General Terms.

(1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.

(2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.

(3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

(a) General Liability Insurance.

(1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million

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Dollars ($1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

(2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

(3) MGL insurance must have no exclusions for non-owned watercraft.

(b) Workers' Compensation.

(1) State of Washington Workers' Compensation.

(i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.

(ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.

(2) Longshore and Harbor Workers' and Jones Acts. The Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with the law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury by accident and One Million Dollars ($1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

(1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments

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(regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.

(2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.

(3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

(4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:

(i) Repair and restore damaged building(s) and/or Improvements to their former condition, or

(ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) Builder's Risk Insurance.

(1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and all subcontractors in the work as insured.

(2) Insurance described above must cover or include the following:

(i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;

(ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;

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(iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;

(iv) Scaffolding, falsework, and temporary buildings located on the Property; and

(v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

(4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.

(f) Business Auto Policy Insurance.

(1) Tenant or Tenant's contractor(s) shall maintain business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars ($1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto".

(2) Business auto coverage must be written on ISO Form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverages and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

(g) Protection and Indemnity Insurance (P&I). For each vessel owned, used, and/or operated on the Property by Tenant or Tenant's contractor(s), Tenant or Tenant's contractor(s) shall procure and maintain P&I insurance with limits of liability not less than Three Hundred Thousand Dollars ($300,000). The P&I insurance must cover, at a minimum, all claims relating to injuries or damages to persons or property sustained in, on, or about the property; fuel spills; wreck removal; salvage; injuries to passengers and crew of the vessel; and damages to nets and fishing lines. If necessary, Tenant shall procure and maintain commercial umbrella liability insurance covering claims for these risks.

10.4 Financial Security.

(a) On the Commencement Date of this Lease, Tenant is not required to procure and maintain a corporate security bond or other financial security ("Security"). During the Term, State may require Tenant to procure and maintain Security upon any of the events listed in Paragraph 10.4(c)(1). Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.

(b) All Security must be in a form acceptable to State.

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(1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.

(2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*

(3) Savings account assignments, if approved by State, must allow State to draw funds at will.

(c) Adjustment in Amount of Security.

(1) State may require an adjustment in the Security amount:

(i) At the same time as revaluation of the Annual Rent,

(ii) As a condition of approval of assignment or sublease of this Lease,

(iii) Upon a material change in the condition or disposition of any Improvements, or

(iv) Upon a change in the Permitted Use.

(2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.

(d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

(a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.

(b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.

(c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements or changes to the Property and to any

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Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.

(d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, replacement, alterations, or additions. The following limitations also apply whenever Tenant conducts Work on the Property.

(a) Tenant shall not use or install treated wood on decking, docks, rafts, floats, wharves, piers, fixed docks, gangways, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.

(b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.

(c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

(a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice to State within five (5) days.

(b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Section 7 and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs, reconstruction, replacement, removal, or restoration may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

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12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

(a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of State, prevents or renders impractical the Permitted Use.

(b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

(a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.

(b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

(a) Failure to pay rent or other expenses when due;

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(b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
(c) Failure to comply with any other provision of this Lease; or
(d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

(a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
(b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days. This cure period does not apply where State terminates this Lease under Paragraph 10.2(f) or Paragraph 12.5.
(c) For nonmonetary defaults not capable of cure within thirty (30) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative cure schedule and Tenant cures the default in accordance with the approved alternative cure schedule.
(d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

(a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
(b) State's Rights to Cure Tenant's Defaults.
    (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.
    (2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.
    (3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.
(c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.

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(1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.

(2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.

(3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.

(d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.

(e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property.

(a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.

(b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

15.2 Disclaimer. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

15.3 Right to Enter Tenant's Land. Tenant grants State and persons authorized by State permission to cross Tenant's private upland .

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

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(a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.

(b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.

(c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits District
919 North Township Street
Sedro-Woolley, WA 98284

Tenant: CITY OF STANWOOD
10220 270th St NW
Stanwood, WA 98292

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full

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right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

(a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

(b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

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18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

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18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF STANWOOD

Dated: _____, 20__

_____
By: SID ROBERTS
Title: MAYOR
Address: 10220 270th Sreet NW
Stanwood, WA 98292
Phone: (360) 454-5207

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

_____
By: ALEXANDRA K. SMITH
Title: DEPUTY SUPERVISOR – FOREST RESILIENCE, REGULATION, AND AQUATICS
Address: 1111 Washington Street SE
Olympia, WA 98504-7027

Aquatic Lands Lease
Template approved as to form this
20th day of July 2022
Jennifer Clements, Assistant Attorney General

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REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF)
) ss.
County of)

I certify that I know or have satisfactory evidence that SID ROBERTS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MAYOR of City of Stanwood to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

_____
(Signature)

_____
(Print Name)

Notary Public in and for the State of Washington, residing at

_____

My appointment expires _____

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STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that ALEXANDRA K. SMITH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the DEPUTY SUPERVISOR – FOREST RESILIENCE, REGULATION, AND AQUATICS of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

_____
(Signature)

_____
(Print Name)

Notary Public in and for the State of Washington, residing at

_____

My appointment expires _____

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PRELIMINARY EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY & USE CLASSIFICATIONS

Agreement Number 20-100483

1. LEGAL DESCRIPTION OF THE PROPERTY: LOT 4 OF CITY OF STANWOOD SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NUMBER 9808215001, RECORDS OF SNOHOMISH COUNTY WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M.

2. SQUARE FOOTAGE OF EACH USE CLASSIFICATION*:*

Water-dependent	0
Water-dependent that is public use and access	14,606
Nonwater-dependent	0
Water-oriented subject to water-dependent rental rates	0
Water-oriented subject to nonwater-dependent rental rates	0
Total Square Feet	14,606

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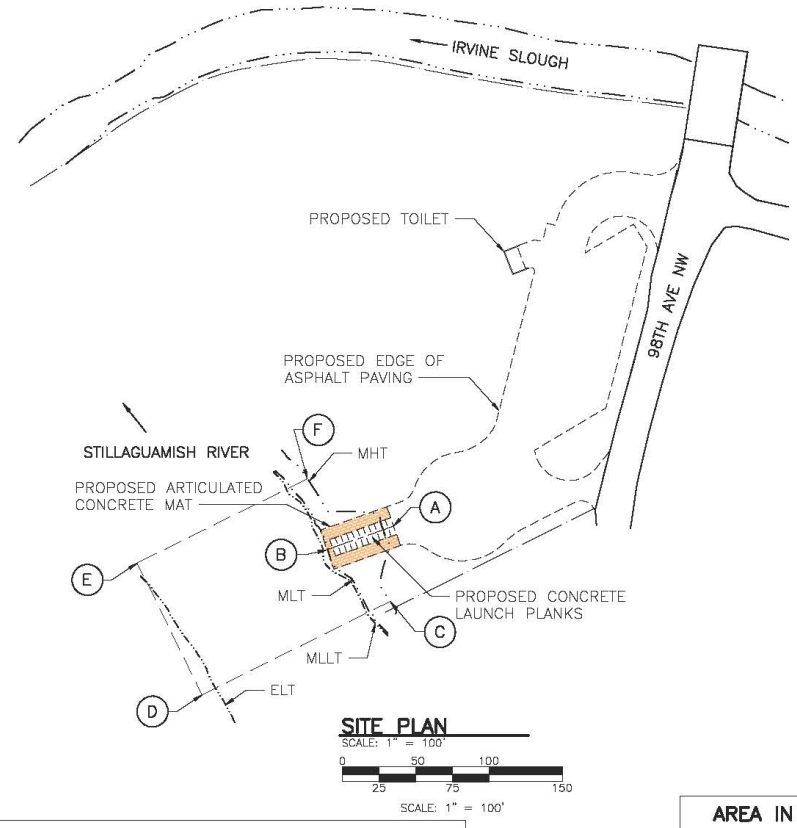
DATUM CONVERSION			
	NGVD 29	TIDAL	NAVD 88
ELT	−10.27	−4.50	−6.61
MLLT	−5.77	0.00	−2.11
MLT	4.97	0.80	1.31
MHT	0.73	6.50	4.39

TIDAL DATUM DERIVED FROM U.S. ARMY CORPS OF ENGINEERS DATA SHEET – SEATTLE DISTRICT, STATION 101 – STANWOOD.
THIS TABLE ALSO AGREES WITH TABLE SHOWN ON WA. STATE DNR SURVEY OF GOV'T LOT 4 SEC. 25, T32N R3E, PREPARED IN 1965.

Exhibit A, Aquatic Lands Lease
Grantee, Washington Department OF Fish and Wildlife
Authorization No. 20−100483
1nd Class Tidelands
Location: Stillaguamish River, Snohomish County

Legal Description:
Lot 4 of City of Stanwood Short Plat, recorded under Auditor's file number 9808215001, records of Snohomish County Washington, being a portion of the Southeast Quarter of Section 24, Township 32 North, Range 3 East, W.M. and a portion of the Northeast Quarter of Section 25, Township 32 North, Range 3 East, W.M.

Situate on the County of Snohomish, State of Washington



SITE PLAN
SCALE: 1" = 100'
0 50 100
25 75 150
SCALE: 1" = 100'

COORDINATE TABLE			
POINT	NORTHING	EASTING	COMMENT
A	455627.23	1266737.50	CENTERLINE OF RAMP
B	455611.23	1266692.12	CENTERLINE OF RAMP
C	455575.95	1266735.24	BOUNDARY CORNER
D	455512.50	1266607.10	BOUNDARY CORNER
E	455602.12	1266562.73	BOUNDARY CORNER
F	455659.58	1266678.79	BOUNDARY CORNER
DATUM OF COORDINATES: NAD 83 NORTH ZONE, DECIMAL DEGREES			

AREA IN WATER	
UNIT	AREA (SF)
RAMP	1138
LEASE	14606
RAMP AREA BELOW MHT	

EXHIBIT MAP INFORMATION

PHYSICAL ADDRESS:	26810 98TH AVE NW STANWOOD, WA. 98292
PARCEL NUMBER:	32032400414600
DATE:	1/06/2021
SHEET:	1 OF 1

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EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities. The City of Stanwood has plans to redevelop the Hamilton Landing site, which includes city-owned uplands and state-owned aquatic shorelands and bedlands, into a public-access park and boat launch facility. The Stillaguamish River is located in the Washington Resources Inventory Area 5, where it spans Snohomish County. The river is home to eight salmonid species including Chinook, coho, chum, pink, and sockeye salmon, as well as steelhead, sea-run, and bull trout. The Hamilton Landing site is located upstream northeast of the Port Susan estuary.

Historically, the site was used as a timber mill from the 1920's to 1964, when the lumber mill closed. On the property is an derelict 800 square-foot wharf structure, earthen boat launch, and 67 creosote-treated piling. 49 of the 67 piling are currently integral to holding up the bank of the shoreland and protecting the upland property from river erosion. 9 of the 67 piling are derelict in-water improvements. 9 of the 67 piling which are located in the footprint of the boat launch to be constructed and will be removed at the same time the boat launch reconstruction occurs. The creosote-treated derelict improvements are leftover from the historical use of the site.

The City of Stanwood is under contract with Washington Department of Fish and Wildlife to reconstruct the current earthen boat launch into a boat launch that meets DNR's habitat stewardship standards. Once the boat launch reconstruction is finished, City of Stanwood will operate the launching facility. The boat launch will provide access to the lower reaches of the Stillaguamish River.

B. Proposed Work. State authorizes Tenant to conduct the following Proposed Work on the Property: removal of existing earthen boat launch, removal of derelict wharf structure, removal of nine derelict creosote-treated piling located in footprint of future boat launch, and installation of new boat launch consisting of concrete planks and articulated concrete mats. Tenant's Proposed Work is considered Work and subject to the terms and conditions of this Lease. If the Proposed Work is not commenced within five years of the Commencement Date of the Lease, or if Tenant is required to renew, extend, modify, or obtain a new regulatory permit for the Proposed Work, Tenant shall obtain State's prior written consent before conducting the Proposed Work pursuant to Section 7.3 of the Lease. The Proposed Work is shown in Attachments 1 and 2 to this Exhibit B. Attachments 1 and 2 to this Exhibit B shows the following proposed work:

The removal of derelict structures and rebuild of the boat ramp are funded by Recreation and Conservation Office (RCO) Redevelopment Grant #16-2494: The Proposed Work includes:

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- Removal of piling using all applicable best management practices required in permits.
- Removal of wooden decking material from derelict wharf structure using all applicable best management practices required in permits.
- Excavation of the gravel and fill material (approximately 317 cubic yards of substrate over an area of approximately 816 sq ft) comprising the existing boat launch ramp and installation of a new boat launch ramp. The construction process will include installation of 11 48 sq ft pre-cast concrete planks (528 sq ft total) to function as the new boat ramp, and three 8 sq ft articulated concrete mats (32 sq ft total) will be placed on both sides and the end of the launch planks.

Permits for Proposed Work. Tenant has secured the following permits for the Proposed Work: list permits with permitting agency, identification number, and date issued.

- Nationwide Permit 18, issued by United States Army Corps of Engineers, dated MONTH, DAY, YEAR to MONTH, DAY, YEAR
- Hydraulic Project Approval, issued by Washington State Department of Fish and Wildlife, dated November 18th, 2022 to November 17th, 2027
- Substantial Shoreline Development Permit, issued by City of Stanwood
- Water Quality Certification Order, issued by Washington State Department of Ecology, dated October 18th, 2022

2. ADDITIONAL OBLIGATIONS

Except for the Proposed Work authorized in Section 1.B. of this Exhibit B, State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Paragraph 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

A. By November 1st, 2023, Tenant shall post visible signage that includes all national and state emergency reporting numbers for oil and chemical spills.

B. By November 1st, 2023, Tenant shall post visible signage indicating the location of the nearest upland restroom facility.

C. By January 31st, 2024, Tenant shall remove existing derelict 800 square-foot wharf structure identified in Attachment 1 to this Exhibit B.

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D. By January 31st, 2024, Tenant shall remove existing 9 derelict creosote-treated piling that are located within the footprint of future boat launch from state-owned aquatic shorelands and bedlands as shown in Attachment 1 to this Exhibit B.

D. By January 31st, 2024, Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:

(a) Tenant shall direct light to walkways,
(b) Tenant shall use light shields that prevent light from being emitted upward and prevent glare on the water,
(c) Tenant shall use fixtures that do not emit light upward,
(d) Tenant shall use lights that are "warm-white" or filtered.

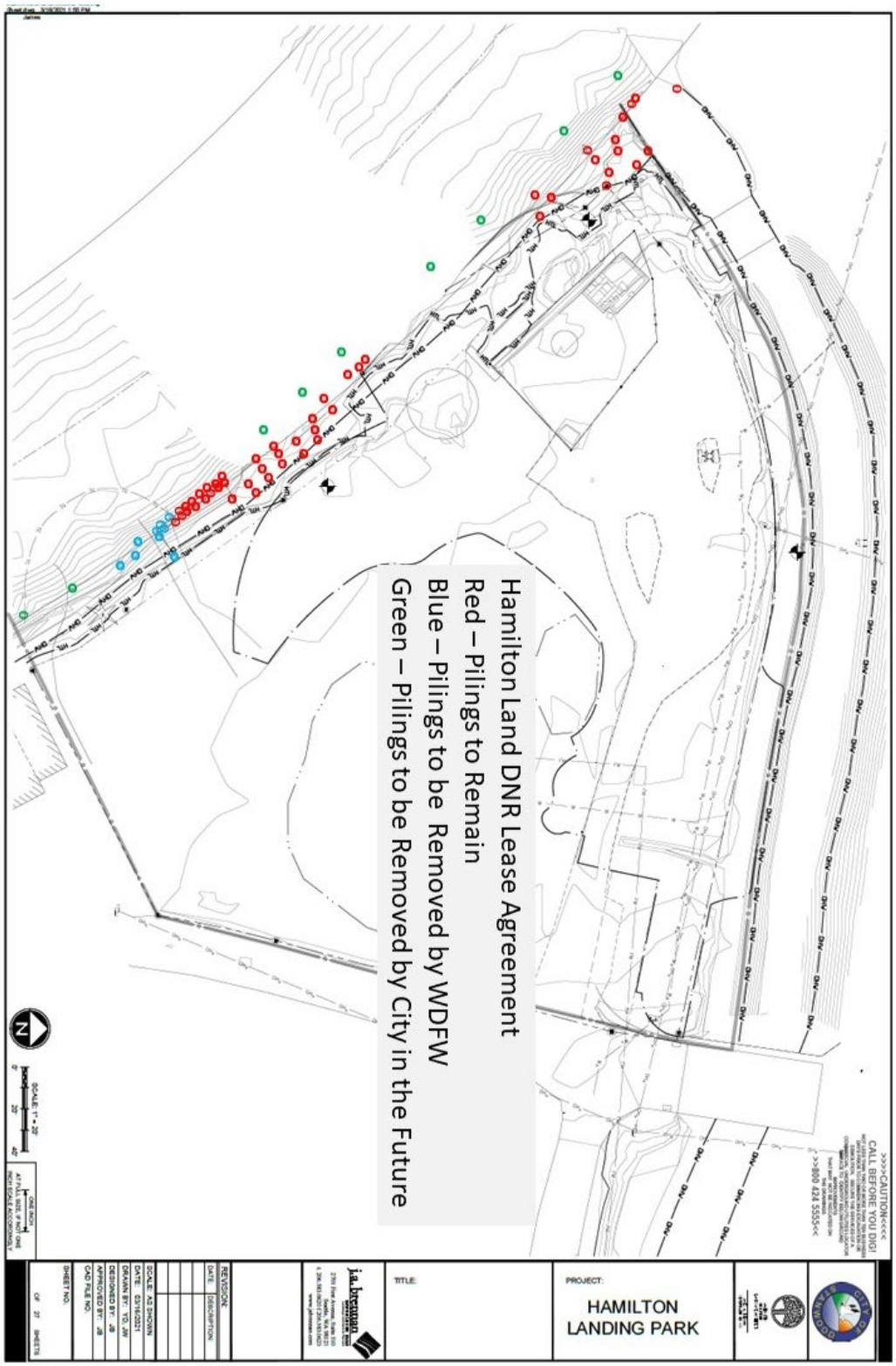
B. By January 31st, 2035, Tenant shall remove existing nine derelict creosote-treated piling from state-owned aquatic bedlands as shown in Attachment 1 to this Exhibit B.

Aquatic Lands Lease
Template approved as to form this
20th day of July, 2022
Jennifer Clements, Assistant Attorney General

DRAFT

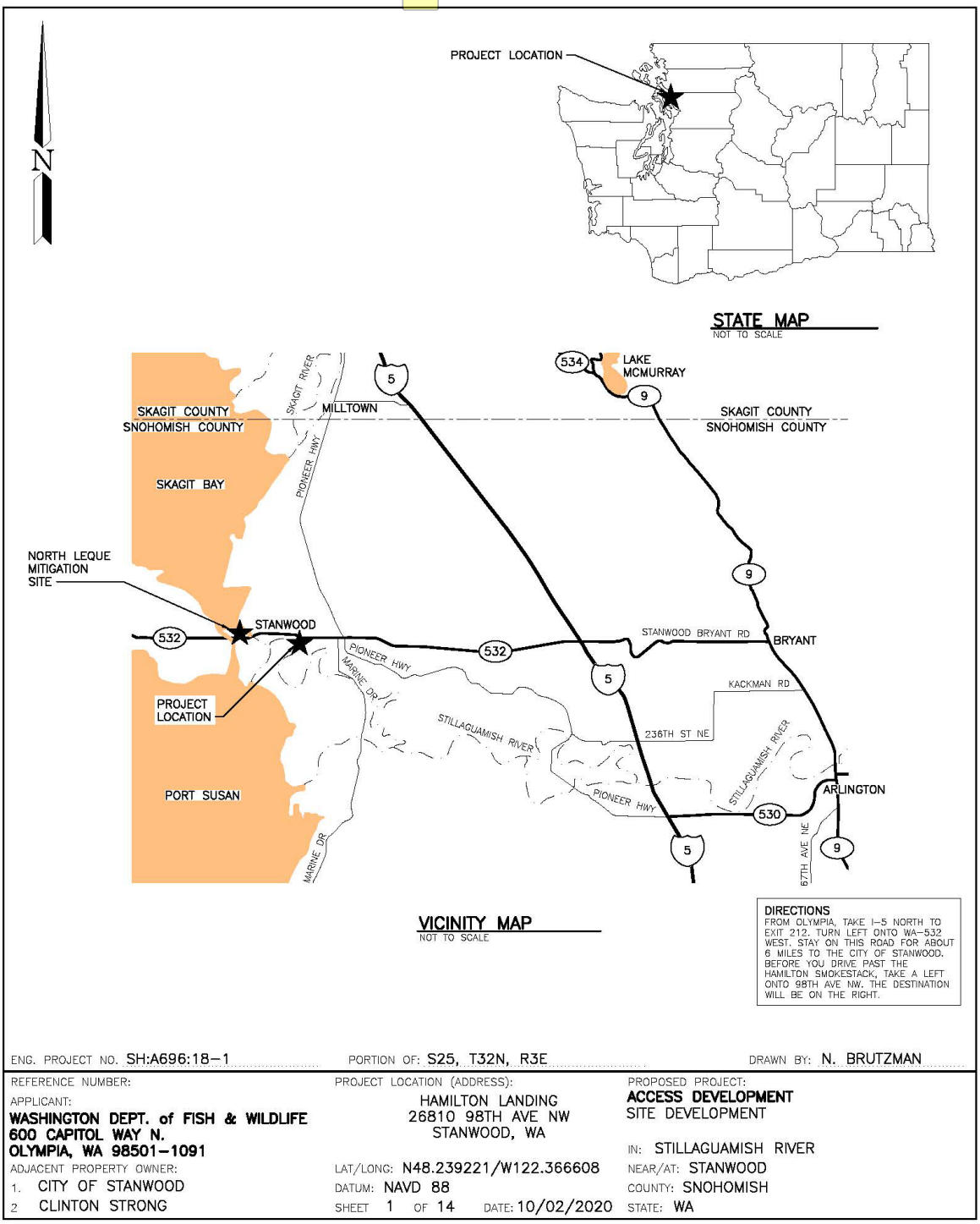
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ATTACHMENT 1



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ATTACHMENT 2



ENG. PROJECT NO. SH:A696:18-1 PORTION OF: S25, T32N, R3E DRAWN BY: N. BRUTZMAN

REFERENCE NUMBER:

APPLICANT:
WASHINGTON DEPT. of FISH & WILDLIFE
600 CAPITOL WAY N.
OLYMPIA, WA 98501-1091

ADJACENT PROPERTY OWNER:
1. CITY OF STANWOOD
2 CLINTON STRONG

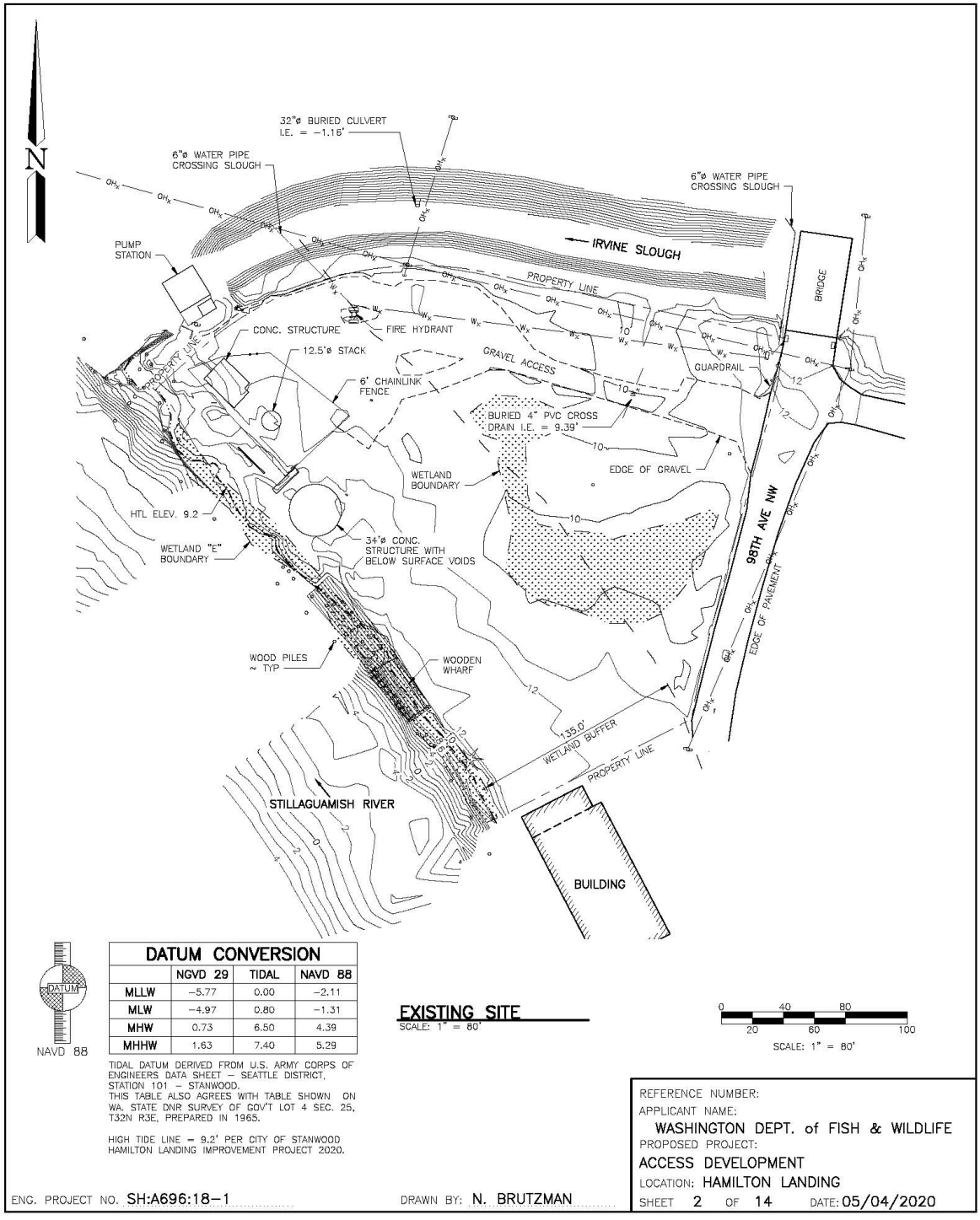
PROJECT LOCATION (ADDRESS):
HAMILTON LANDING
26810 98TH AVE NW
STANWOOD, WA

LAT/LONG: N48.239221/W122.366608
DATUM: NAVD 88
SHEET 1 OF 14 DATE: 10/02/2020

PROPOSED PROJECT:
ACCESS DEVELOPMENT
SITE DEVELOPMENT

IN: STILLAGUAMISH RIVER
NEAR/AT: STANWOOD
COUNTY: SNOHOMISH
STATE: WA

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DATUM CONVERSION			
	NGVD 29	TIDAL	NAVD 88
MLLW	-5.77	0.00	-2.11
MLW	-4.97	0.80	-1.31
MHW	0.73	6.50	4.39
MHHW	1.63	7.40	5.29

TIDAL DATUM DERIVED FROM U.S. ARMY CORPS OF ENGINEERS DATA SHEET – SEATTLE DISTRICT, STATION 101 – STANWOOD.
THIS TABLE ALSO AGREES WITH TABLE SHOWN ON WA. STATE DNR SURVEY OF GOV'T LOT 4 SEC. 25, T32N R3E, PREPARED IN 1965.

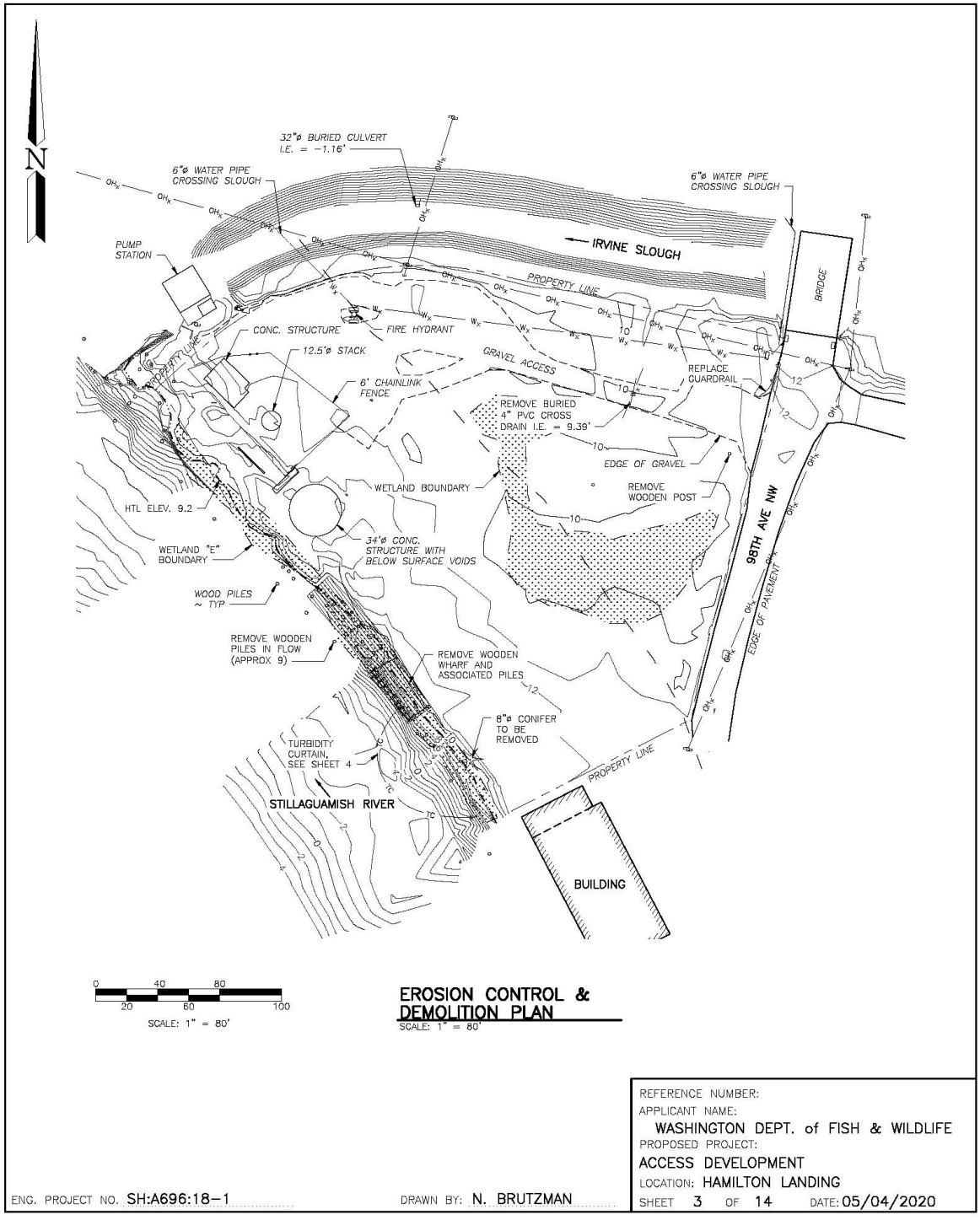
HIGH TIDE LINE – 9.2' PER CITY OF STANWOOD HAMILTON LANDING IMPROVEMENT PROJECT 2020.

EXISTING SITE
SCALE: 1" = 80'

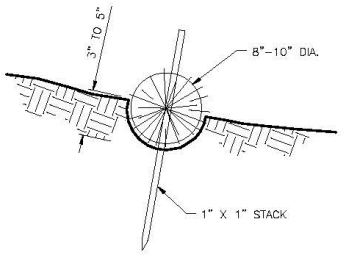
REFERENCE NUMBER:
APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
PROPOSED PROJECT:
ACCESS DEVELOPMENT
LOCATION: HAMILTON LANDING
SHEET 2 OF 14 DATE: 05/04/2020

ENG. PROJECT NO. SH:A696:18-1
DRAWN BY: N. BRUTZMAN

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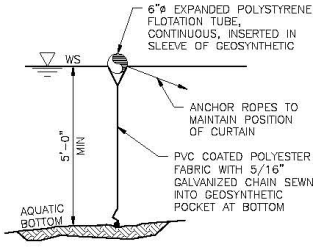


STRAW WATTLE DETAIL

NOT TO SCALE

CONSTRUCTION SPECIFICATIONS:

1. PREPARE THE SLOPE BEFORE THE WATTLING PROCEDURE IS STARTED.
2. SHALLOW GULLIES SHOULD BE SMOOTHED AS WORK PROGRESSES.
3. DIG SMALL TRENCHES ACROSS THE SLOPE ON CONTOUR, TO PLACE ROLLS IN. THE TRENCH SHOULD BE DEEP ENOUGH TO ACCOMMODATE HALF THE THICKNESS OF THE ROLL. WHEN THE SOIL IS LOOSE AND UNCOMPACTED, THE TRENCH SHOULD BE DEEP ENOUGH TO BURY THE ROLL 2/3 OF ITS THICKNESS BECAUSE THE GROUND WILL SETTLE.
4. IT IS CRITICAL THAT ROLLS ARE INSTALLED PERPENDICULAR TO WATER MOVEMENT, PARALLEL TO THE SLOPE CONTOUR.
5. START BUILDING TRENCHES AND INSTALL ROLLS FROM THE BOTTOM OF THE SLOPE AND WORK UP.
6. CONSTRUCT TRENCHES AT CONTOUR INTERVALS OF 3–12 FEET APART DEPENDING ON STEEPNESS OF SLOPE. THE STEEPER THE SLOPE, THE CLOSER TOGETHER THE TRENCHES. 1:1=10' 2:1=20' 3:1=30' 4:1=40'
7. LAY THE ROLL ALONG THE TRENCHES FITTING IT SNUGLY AGAINST THE SOIL. MAKE SURE NO GAPS EXIST BETWEEN THE SOIL AND THE STRAW WATTLE.
8. USE A STRAIGHT BAR TO DRIVE HOLES THROUGH THE WATTLE AND INTO THE SOIL FOR THE WILLOW OR WOODEN STAKES.
9. DRIVE THE STAKE THROUGH PREPARED HOLE INTO SOIL. LEAVE ONLY 1 OR 2 INCHES OF STAKE EXPOSED ABOVE ROLL.
10. IF USING WILLOW STAKES REFER TO LIVE STAKING BEST MANAGEMENT PRACTICES.
11. INSTALL STAKES AT LEAST EVERY 4 FEET APART THROUGH THE WATTLE. ADDITIONAL STAKES MAY BE DRIVEN ON THE DOWNSLOPE SIDE OF THE TRENCHES ON HIGHLY EROSIVE OR VERY STEEP SLOPES.
12. INSPECT THE STRAW ROLLS AND THE SLOPES AFTER SIGNIFICANT STORMS. MAKE SURE THE ROLLS ARE IN CONTACT WITH THE SOIL.
13. REPAIR ANY RILLS OR GULLYS PROMPTLY.
14. RESEED OR REPLANT VEGETATION IF NECESSARY UNTIL THE SLOPE IS STABILIZED.



TURBIDITY CURTAIN

NOT TO SCALE

NOTES:

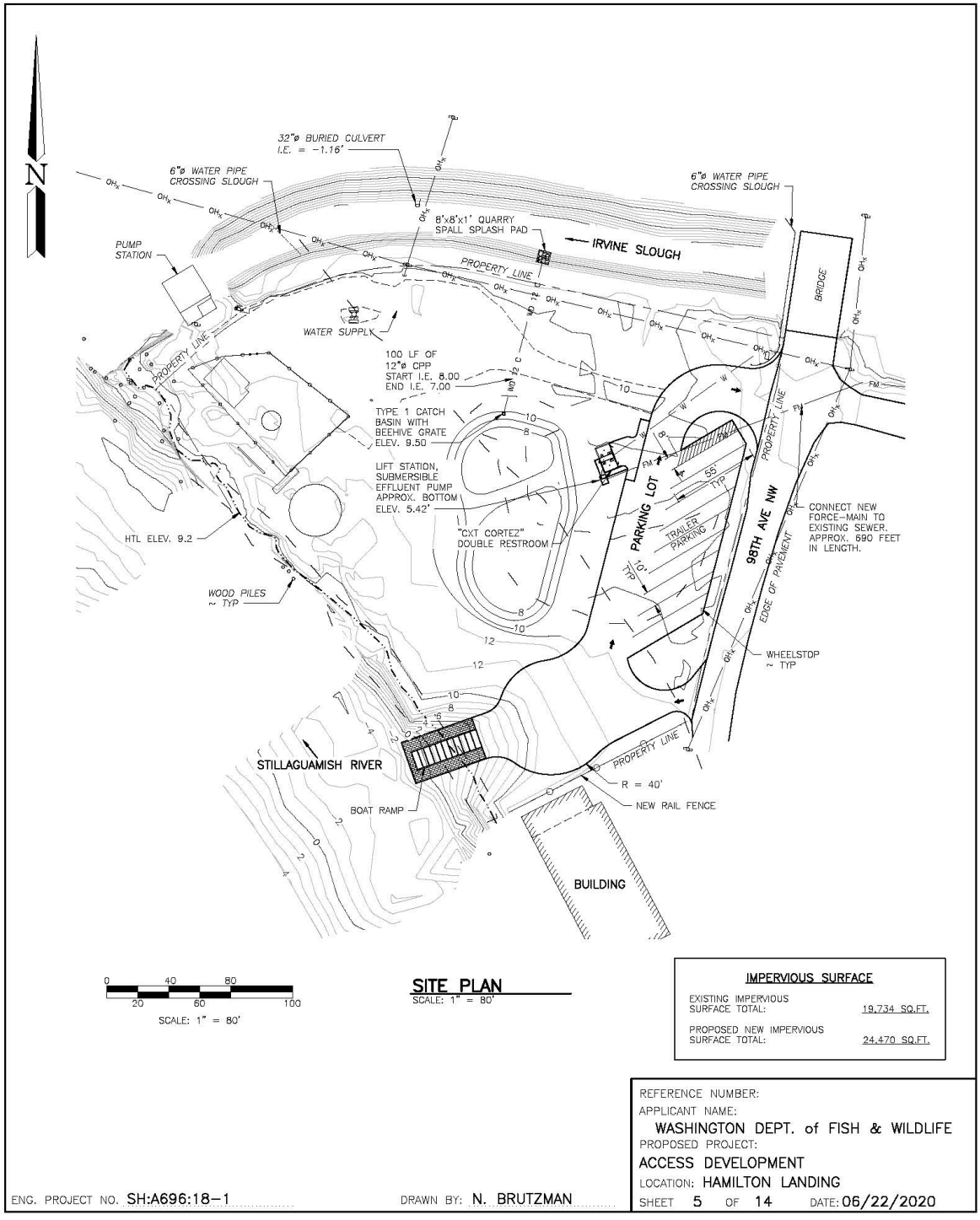
1. FABRIC IS 22 OZ/YD².

ENG. PROJECT NO. SH:A696:18–1

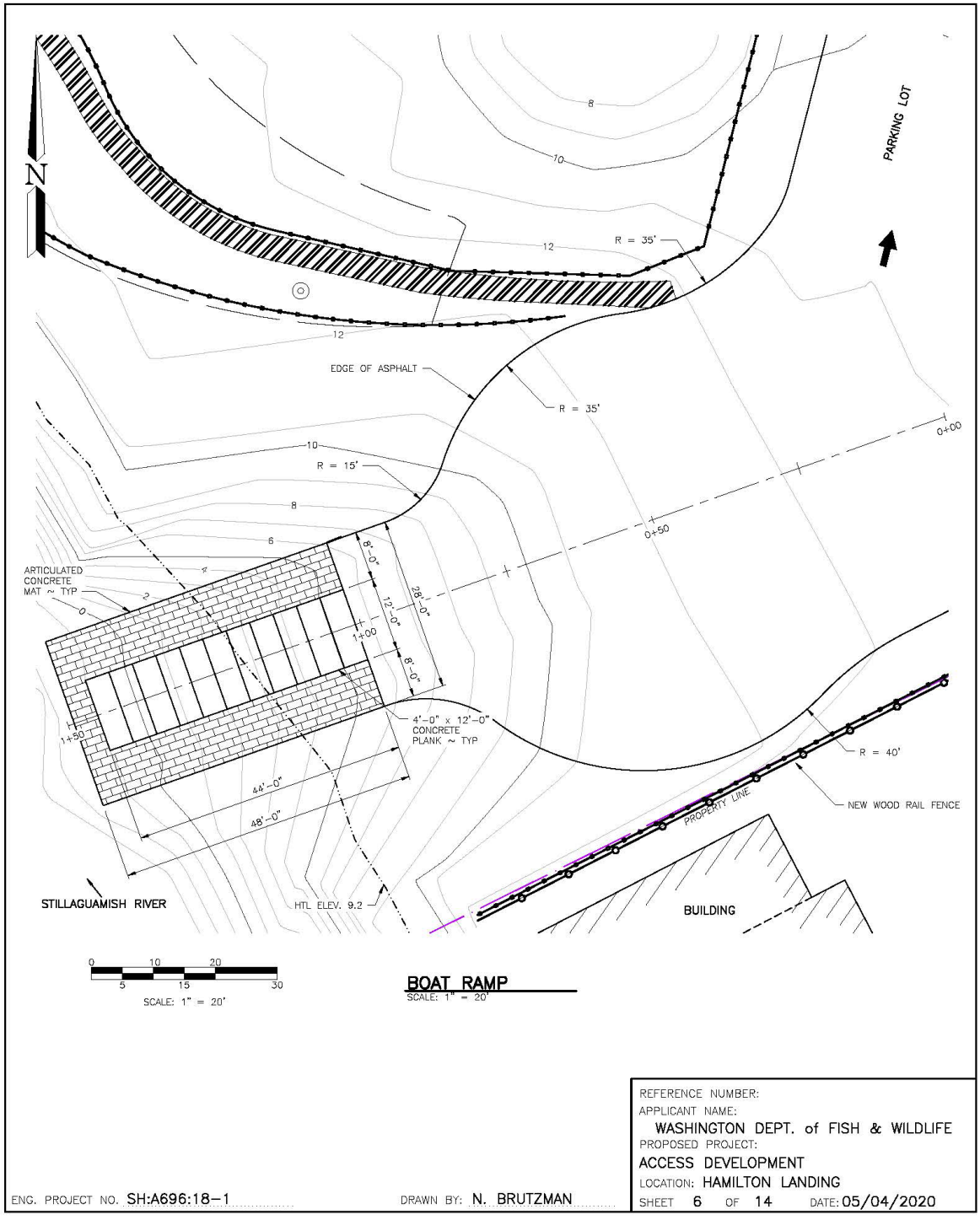
DRAWN BY: N. BRUTZMAN

REFERENCE NUMBER:
APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
PROPOSED PROJECT:
ACCESS DEVELOPMENT
LOCATION: HAMILTON LANDING
SHEET 4 OF 14 DATE: 05/04/2020

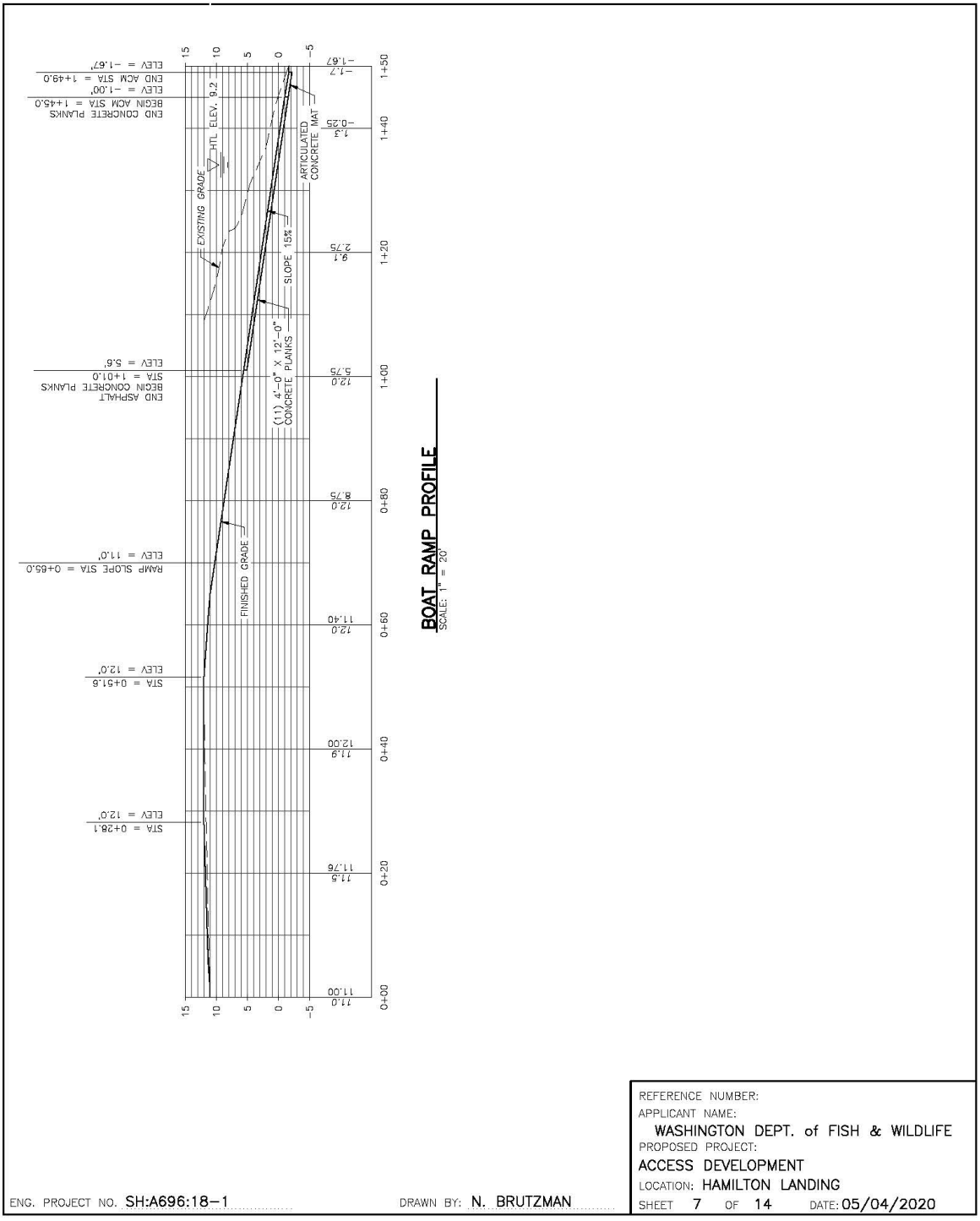
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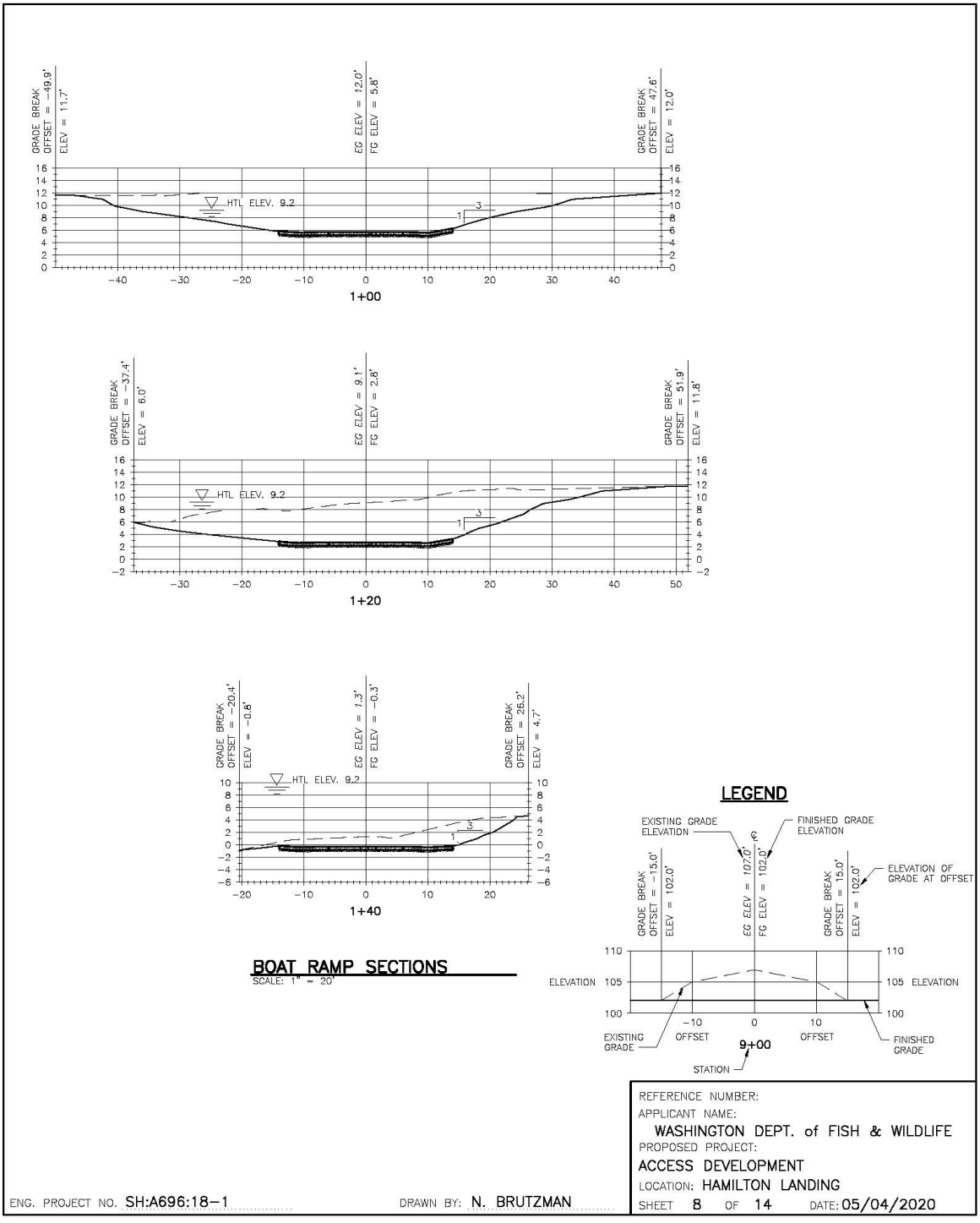
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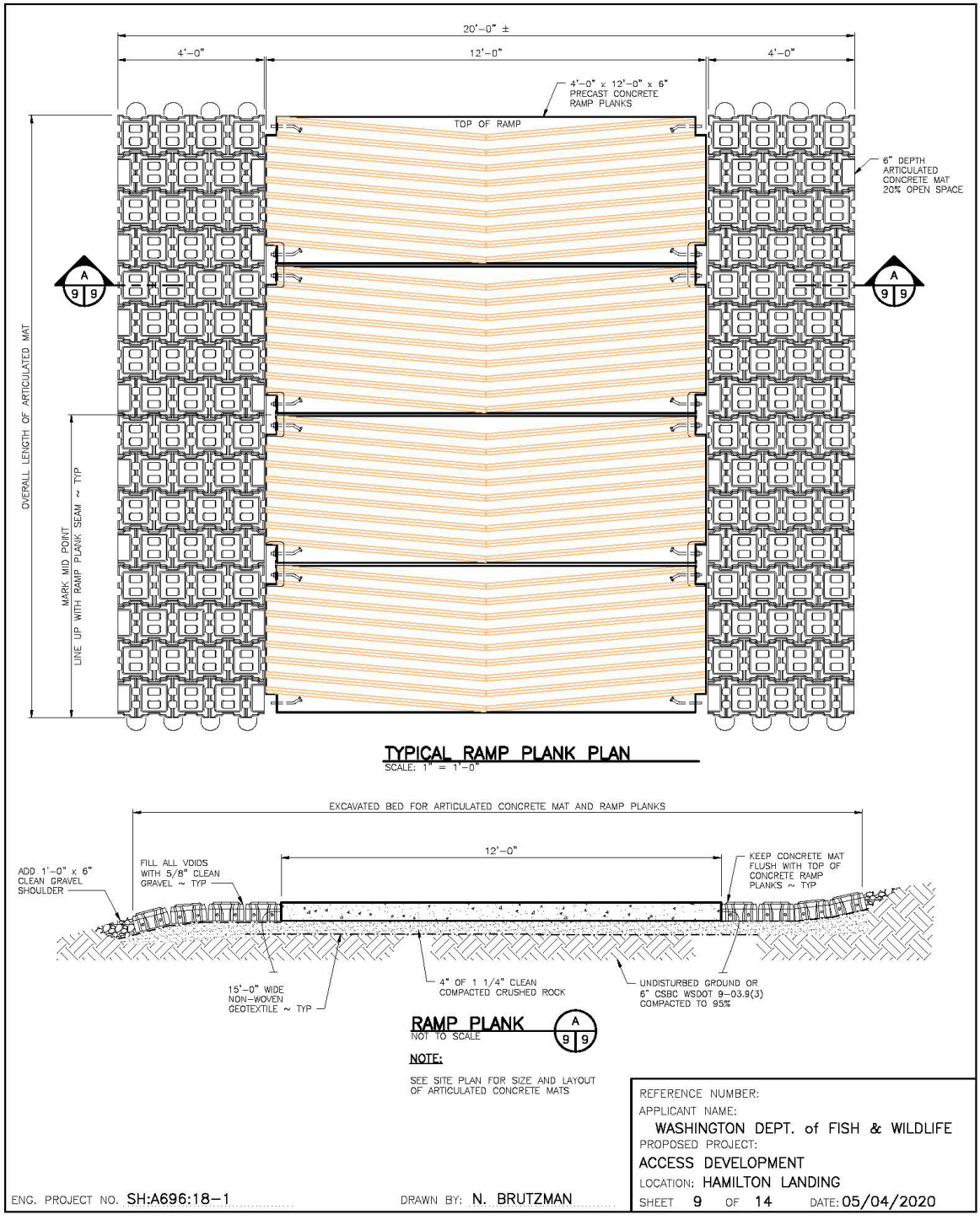
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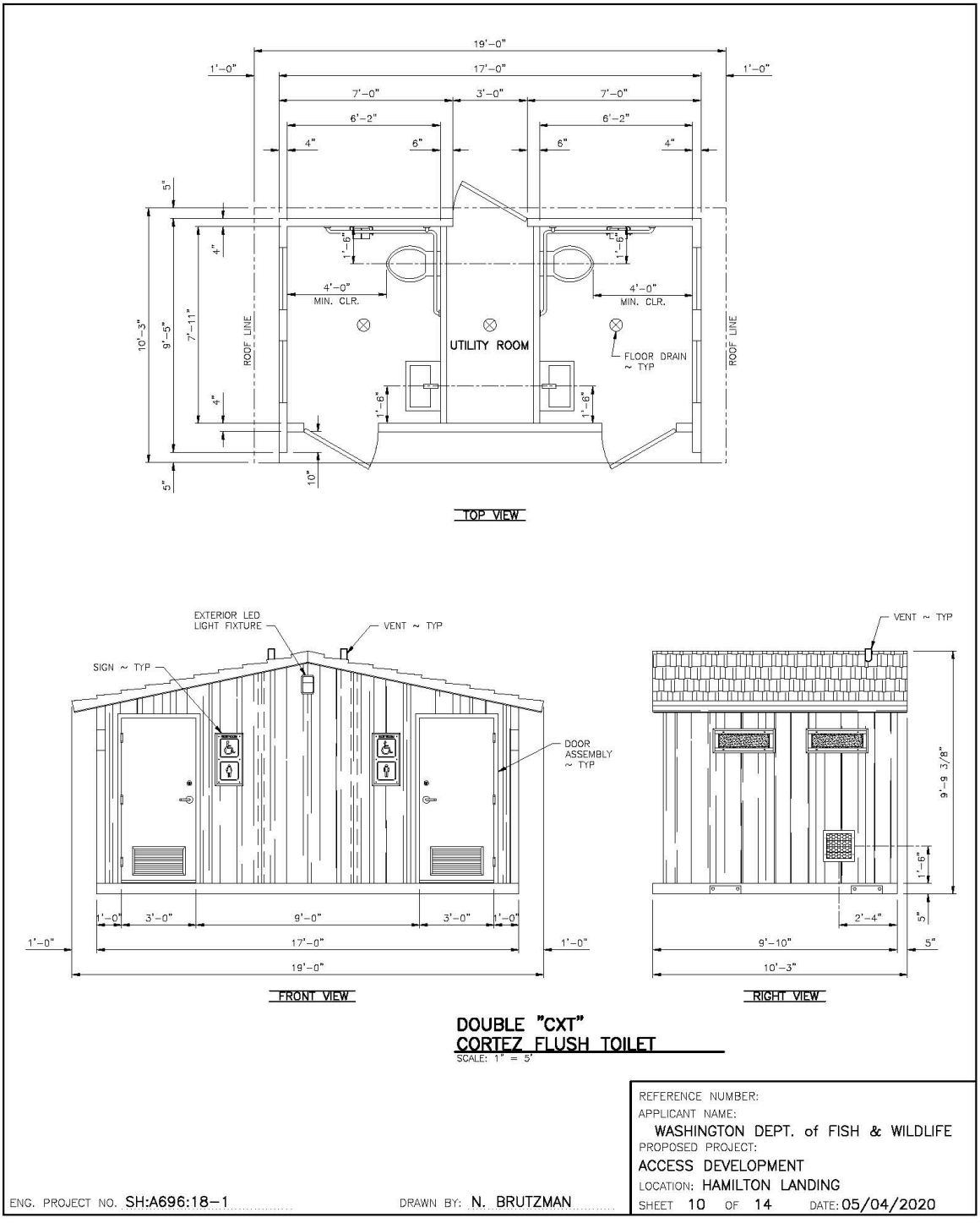
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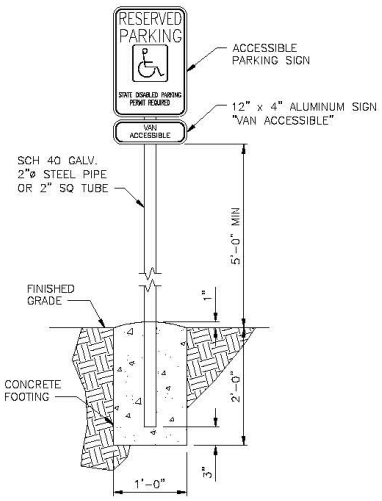
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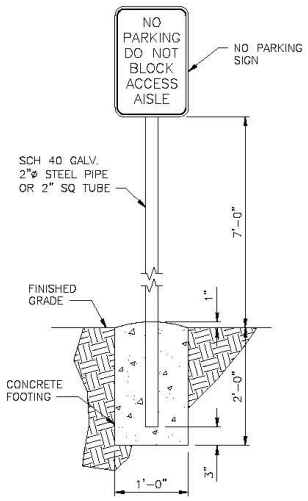
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ACCESSIBLE PARKING SIGN
NOT TO SCALE

NOTE:

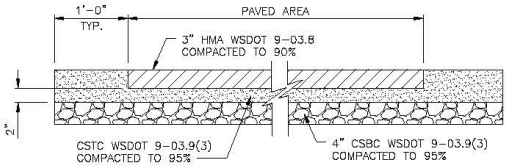
USE TAMPER RESISTANT NUTS TO ATTACH SIGNS TO POST



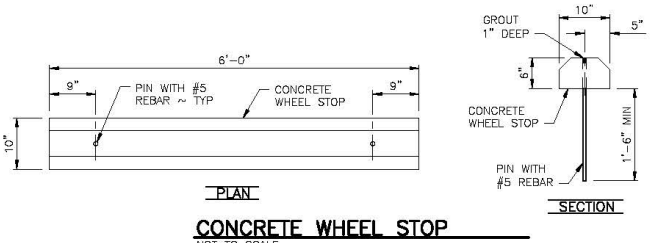
NO PARKING SIGN
NOT TO SCALE

NOTE:

USE TAMPER RESISTANT NUTS TO ATTACH SIGNS TO POST



HMA DETAIL
NOT TO SCALE



CONCRETE WHEEL STOP
NOT TO SCALE

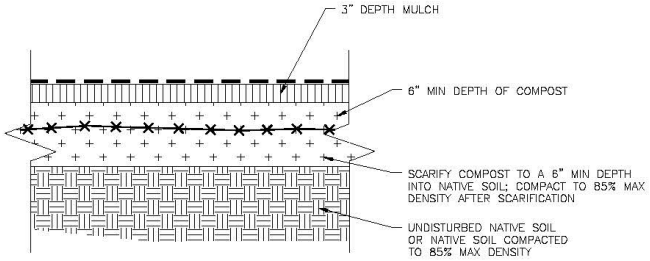
REFERENCE NUMBER:
APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
PROPOSED PROJECT:
ACCESS DEVELOPMENT
LOCATION: HAMILTON LANDING
SHEET 11 OF 14 DATE: 05/04/2020

ENG. PROJECT NO. SH:A696:18-1 DRAWN BY: N. BRUTZMAN

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OVERALL CUT AND FILL DATA CY.

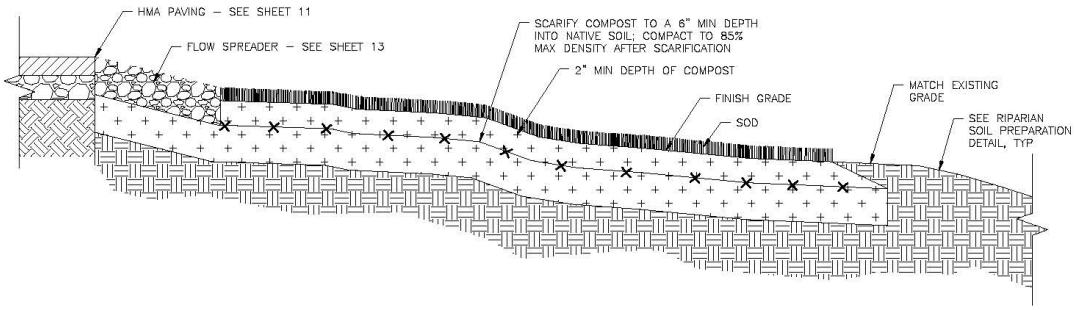
MATERIAL	ABOVE HTL		BELOW HTL		SQ.FT. OF IMPACT	
	CUT	FILL	CUT	FILL	ABOVE HTL	BELOW HTL
ARTICULATED MAT	0.00	5.67	0.00	9.48	306.00	512.00
COMPOST	0.00	303.60	0.00	0.00	16,410.00	0.00
CONCRETE SIDEWALK	0.00	43.22	0.00	0.00	3,500.60	0.00
CONCRETE PLANKS	0.00	4.28	0.00	5.50	231.00	297.00
CRUSHED BASE	0.00	242.16	0.00	0.00	22,948.98	0.00
CRUSHED TOP	0.00	121.08	0.00	0.00	22,948.98	0.00
CRUSHED ROCK	0.00	6.63	0.00	13.11	537.00	809.00
FLOW SPREADER	0.00	16.48	0.00	0.00	890.00	0.00
GRAVEL	0.00	3.00	0.00	4.00	40.00	65.00
HOT MIX ASPHALT	0.00	181.61	0.00	0.00	19,614.13	0.00
MULCH	0.00	151.95	0.00	0.00	16,410.00	0.00
NATIVE SOIL	1,433.00	38.19	463.00	1.09	40,389.00	1,820.00
TOTAL	353.34 CUT		429.82 CUT		–	1,820.00



WETLAND SOIL PREPARATION
NOT TO SCALE

NOTE:

ALL WETLAND PLANTING AREAS TO RECEIVE SOIL PREPARATION.

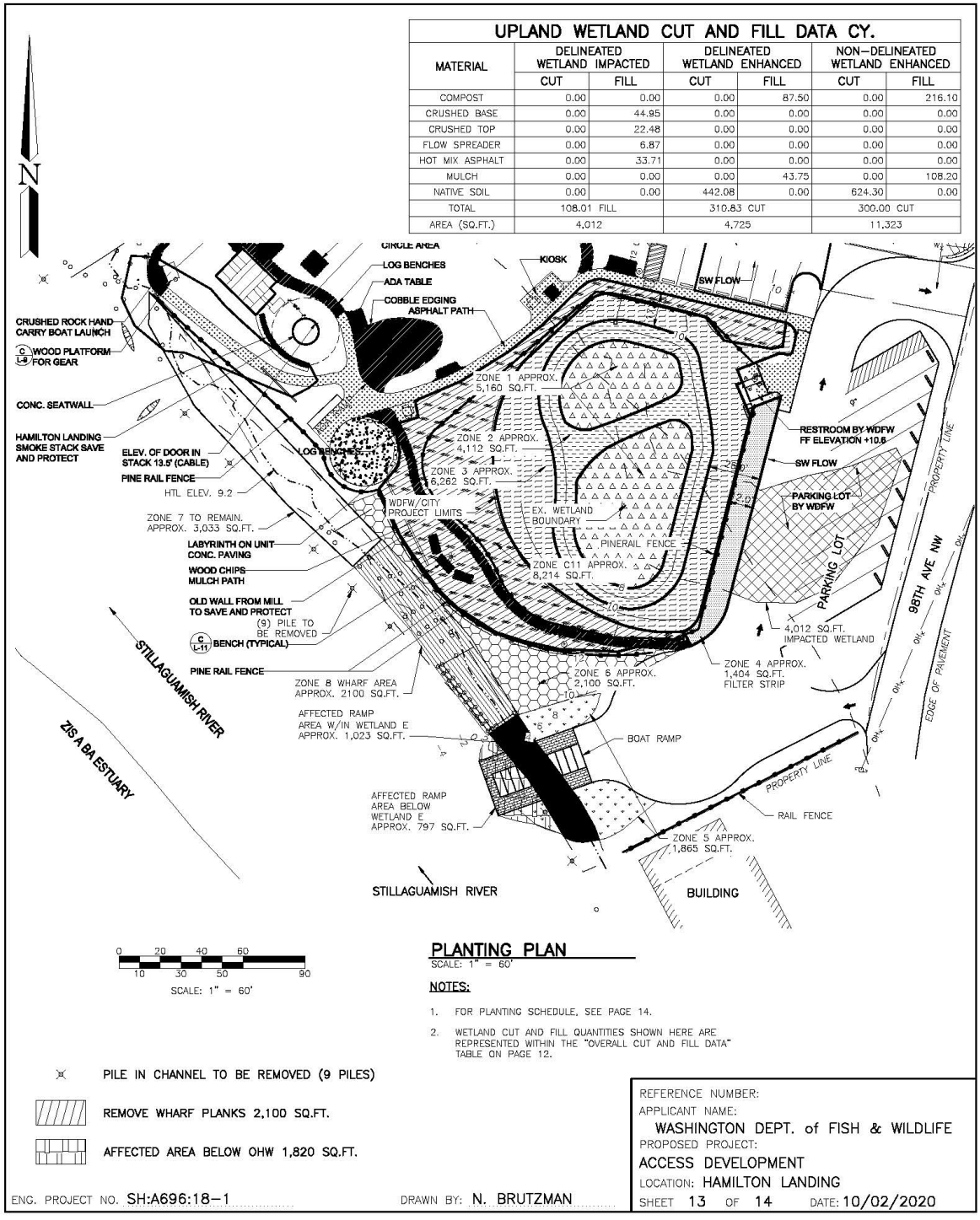


FILTER STRIP SOIL PREPARATION
NOT TO SCALE

REFERENCE NUMBER:
APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
PROPOSED PROJECT:
ACCESS DEVELOPMENT
LOCATION: HAMILTON LANDING
SHEET 12 OF 14 DATE: 06/22/2020

ENG. PROJECT NO. SH:A696:18–1 DRAWN BY: N. BRUTZMAN

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WETLAND MITIGATION PLANTING SCHEDULE

	AREA	# PLANTS	COMMON NAME	SPACING	SIZE
ZONE 1	5,160	1300	SLOUGH SEDGE (CAREX OBNUPTA)	2' OC	6" PLUG
			DAGGER-LEAF RUSH (JUNCUS ENSIFOLIUS)	2' OC	6" PLUG
			COMMON SPIKERUSH (Eleocharis palustris)	2' OC	6" PLUG
			SMALL-FRUITED BULRUSH (SCIRPUS MICROCARPUS)	2' OC	6" PLUG
			TUFTED HAIR GRASS (Deschampsia cespitosa)	2' OC	6" PLUG
ZONE 2	4,112	500	RED-OSIER DOGWOOD (CORNUS SERICEA)	3' OC	1 GALLON
			WILLOW SP. HOOKER OR SCOULER (SALIX SPP.)	3' OC	LIVE STAKES
			PACIVIC NINEBARK (Physocarpus capitatus)	3' OC	1 GALLON
			NOOTKA ROSE (ROSA NUTKANA)	3' OC	1 GALLON
ZONE 3	6,262	700	COSMOPOLITAN BULRUSH (Bolboschoenus maritimus)	3' OC	1 GALLON
			OCEANSPRAY (HOLODISCUS DISCOLOR)	3' OC	1 GALLON
			RED-FLOWERING CURRANT (RIBES SANGUINEUM)	3' OC	1 GALLON
			SILVERWEED (Potentilla anserina)	3' OC	1 GALLON
			TALL OREGON GRAPE (MAHONIA AQUIFOLIUM)	3' OC	1 GALLON
ZONE 4	1404		GRASS SOD		
TOTAL	16,938				

UPLAND WETLAND MITIGATION RATIOS:

AFFECTED WETLAND	4,012 SF
ENHANCED WETLAND	4,725 SF
CREATED WETLAND	11,323 SF
OVERALL RATIO	4,012:16,048 (1:4)

ZONE C11 CITY BUFFER AREA PLANTING 8,214 SF

BOAT RAMP COMPENSATORY MITGATION

	SF
WETLAND E TOTAL DELINEATED AREA	4,933

IMPACT TO WETLAND E	SF
RAMP & CUT W/IN WETLAND E	1,023
MITGATION AREA (6:1 CREATION)	**6,138**

IMPACT TO SHORELINE	SF
TOTAL RAMP & CUT BELOW HTL AND OUTSIDE WETLAND E	797
MITIGATION AREA (1:1)	**797**

TOTAL AREA OF IMPACT	1,820
MINIMUM AMOUNT OF COMESATORY MITIGATION REQUIRED	**6,935**

MITAGTION PLAN	SF
ZONE 8 WHARF DECKING REMOVAL	2,100
WOOD PILES (9 @ 28SF)	252
NORTH LEQUE DIKE REMOVAL	8,000
TOTAL MITIGATION AREA	**10,352**

LANDSCAPING PLANTING SCHEDULE

	AREA	# PLANTS	COMMON NAME	SPACING	SIZE
ZONE 5	1,865	162	SPIKED RUSH (ELEOCHARIS PALUSTRIS)	1' OC	6" PLUG
		162	HARDSTEM BULRUSH (SCHOENOPLECTUS ACUTUS)	1' OC	6" PLUG
		162	LYNGBY SEDGE (CAREX LYNGBYEI)	1' OC	6" PLUG
(ABOVE HTL)		94	TALL OREGON GRAPE (MAHONIA AQUIFOLIUM)	3' OC	1 GALLON
ZONE 6	2,100	240	NOOTKA ROSE (ROSA NUTKANA)	3' OC	1 GALLON
			OCEANSPRAY (HOLODISCUS DISCOLOR)	3' OC	1 GALLON
			RED-FLOWERING CURRANT (RIBES SANGUINEUM)	3' OC	1 GALLON
			SNOWBERRY (SYMPHORICARPOS ALBUS)	3' OC	1 GALLON
			RED ELDERBERRY (SAMBUCUS RACEMOSA)	3' OC	1 GALLON
TOTAL	3,965				
ZONE 7	3,033		(ESTUARINE AREA VEGETATION TO REMAIN)		
ZONE 8	2,100		(WHARF AREA PILING AND VEGETATION TO REMAIN)		

NOTES:

ZONE 8: REMOVE EXISTING WHARF PLANKS
PILES WITHIN WHARF FOOTPRINT WILL ONLY BE REMOVED IF FUNDS ARE AVAILABLE
WOOD PILE REMOVAL OF 9 WATERWARD PILES INCLUDES 3' RADIUS SHADOW
REMOVE 800 LF OF DIKE, (APPROX 8,000 SF) FROM NORTH LEQUE ISLAND
SEE SEPARATE NORTH LEQUE DIKE REMOVAL PLANS FOR ADDITIONAL INFORMATION

REFERENCE NUMBER:
APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
PROPOSED PROJECT:
ACCESS DEVELOPMENT
LOCATION: HAMILTON LANDING
SHEET 14 OF 14 DATE: 10/02/2020

ENG. PROJECT NO. SH:A696:18-1 DRAWN BY: N. BRUTZMAN

CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: **11f**

DATE: March 23, 2023

SUBJECT: Authorize the Mayor to Execute a Purchase with American Ramp Company for the Heritage Park Skate Park Completion Project.

CONTACT PERSON: Carly Ruacho, Parks Planning Manager

ATTACHMENTS: A – Heritage Skate Park Design Layout
B – American Ramp Company Itemized Quote

PURPOSE

The purpose of this agenda item is to authorize the Mayor to execute a purchase from American Ramp Company (ARC), a Sourcewell cooperative purchasing contract vendor, to complete the installation of phase 2 of the originally designed skate park upgrades at Heritage Park.

BACKGROUND

The 2023-2024 budget included the completion (phase 2) of the skate park upgrades at Heritage Park. The skate park was originally constructed in 2000 with wooden ramps around a two-step concrete platform and skate rail. An upgraded design that included modular-style steel ramps was completed by ARC in 2013. Phase 1 (approximately half) of the modular components were installed by ARC in June of 2013. Some of the existing components will be moved to new locations and will get a facelift with special grip paint to match the new pieces that will installed. The existing concrete slab was sized to support both phases of the upgrade. The skate park is one of the most used facilities in any of our city parks and this expansion will allow more users to enjoy this amenity.

ANALYSIS

Fiscal Impact			
Fund(s):	Heritage Park Fund 594.76.63.18		
Amount:	$400,000	**Project Estimate:**	$164,695.51
Budget Authorized	**[x] Yes [ ] No**	**Amendment Required**	**[ ] Yes [x] No [ ] Monitor**

The purchase amount is well within budget for approved Heritage Park improvements and within the estimated amount ($175,000) for this project specifically. The project includes fabrication of the new modular ramps, relocation and maintenance of the existing ramps, enclosure kits, freight, and delivery.

The Sourcewell cooperative purchasing contract will be used for this purchase under Contract Number 112420-ARC. As the City is a participating agency with Sourcewell for cooperative purchasing the City will receive a 7% discount on the materials and services including equipment, installation, maintenance, and freight and will benefit from all provisions is the existing Sourcewell contract.

RECOMMENDATIONS

Staff Recommendation:

Staff recommends completing the order through the Sourcewell contract with ARC in the amount of $164,695.51. This amount will allow the installation of Phase 2 of the skate park upgrades at Heritage Park as originally planned in 2013 and will complete the planned skate park upgrade project.

Committee/Board Recommendation:

The Parks and Trails Advisory Committee has reviewed all projects planned for Heritage Park and has ranked projects in priority order. Completing the skate park upgrades during the 2023/2024 budget cycle is consistent with the PTAC project ranking.

The Public Works Committee did not review this proposal prior preparation of this report.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to execute a purchase from American Ramp Company (ARC), a Sourcewell vendor, to install the phase 2 skate park upgrades at Heritage Park.

2. Send the matter back to Parks and Trails Advisory Committee or additional committees for additional review and discussion.

3. Amend or reject the proposed order.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO EXECUTE A PURCHASE FROM AMERICAN RAMP COMPANY.

STANWOOD SKATEPARK #6813

STANWOOD, WA



20 YEAR WARRANTY

FASTENER FREE RIDING SURFACE

PRO 10 SERIES

MAXGRIP™ POLYESTER POWDERCOAT 3/16" STEEL RIDING SURFACE

WWW.AMERICANRAMPCOMPANY.COM

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

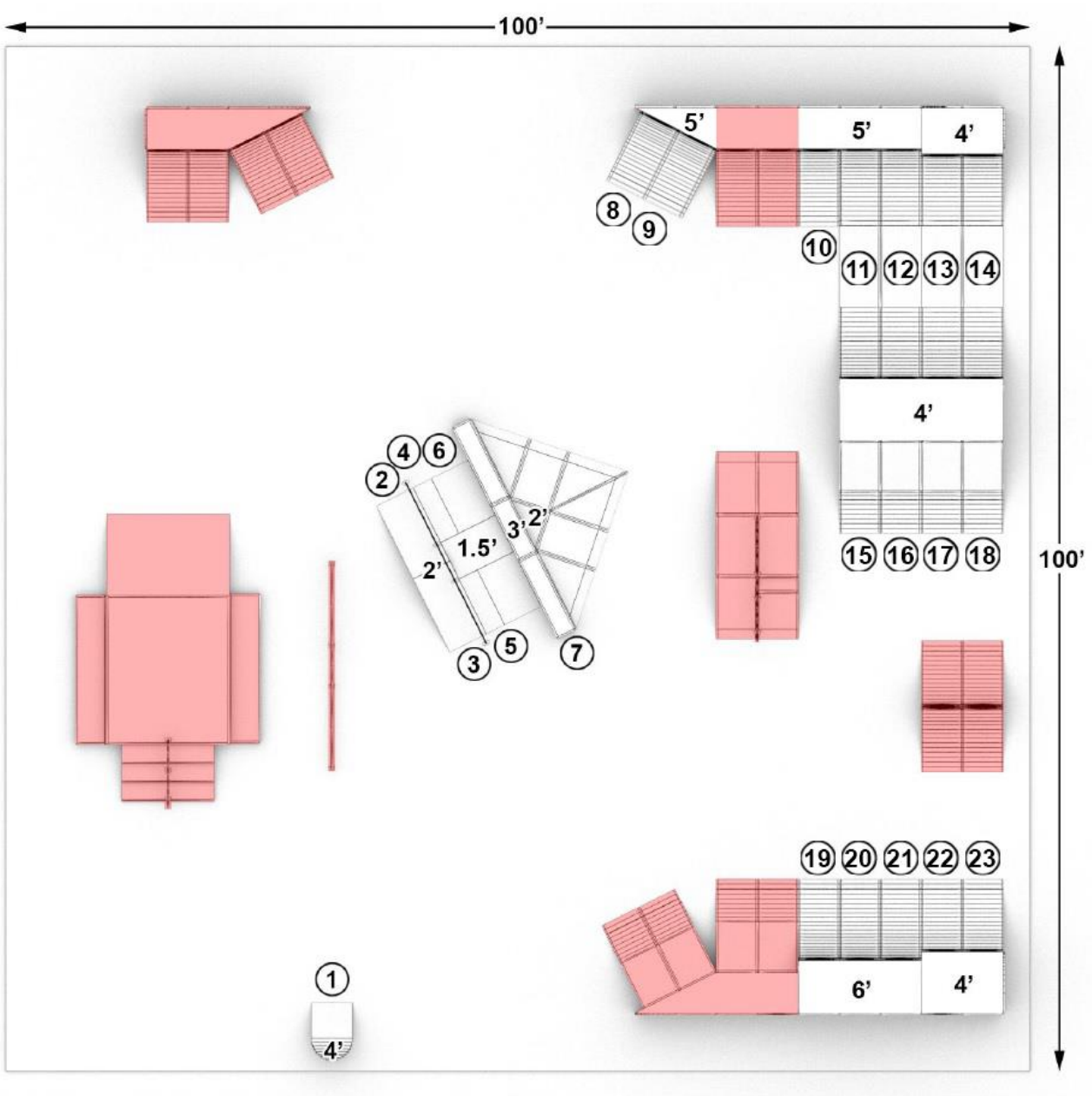
Quote #	Design #	FOB	Date
Q27252	6813	Stanwood, WA	3/9/23

Item	Obstacle	Height	Width	Length	Pro Series
1	Snap!	4.0'	5.8'	4.0'	
2	Bank Ramp (Wedge)	2.0'	4.0'	8.0'	
3	Bank Ramp (Wedge)	2.0'	4.0'	8.0'	
4	Grind Rail, Kinked (Round)	1.5'	2"	18.0'	
5	Wedge, Flat, Wedge 2' Wide	1.5'	2.0'	16.0'	
6	Wedge, Flat, Wedge	1.5'	4.0'	16.0'	
7	Pyramid, Hipped w/3' Ledge	3.0'	13.5'	24.0'	
8	Quarter Pipe	5.0'	4.0'	12.0'	
9	Quarter Pipe	5.0'	4.0'	12.0'	
10	Quarter Pipe	5.0'	4.0'	12.0'	
11	Half Pipe	5.0'	4.0'	32.5'	
12	Half Pipe	5.0'	4.0'	32.5'	
13	Half Pipe	4.0'	4.0'	32.5'	
14	Half Pipe	4.0'	4.0'	32.5'	
15	Bank Ramp	4.0'	4.0'	9.0'	
16	Bank Ramp	4.0'	4.0'	9.0'	
17	Bank Ramp	4.0'	4.0'	9.0'	
18	Bank Ramp	4.0'	4.0'	9.0'	
19	Quarter Pipe	6.0'	4.0'	13.0'	
20	Quarter Pipe	6.0'	4.0'	13.0'	
21	Quarter Pipe	6.0'	4.0'	13.0'	
22	Quarter Pipe	4.0'	4.0'	13.0'	
23	Quarter Pipe	4.0'	4.0'	13.0'	

Total	$ 97,865.06
Framework Enclosures	$ 9,786.51
Shipping/Handling	$ 10,765.16
Installation	$ 36,699.40
Maintenance	$ 6,759.50
Sourcewell Discount	*$ 11,331.29*
Subtotal	$ 150,544.34
9.4% Sales Tax	$ 14,151.17
GRAND TOTAL	**$ 164,695.51**

Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote includes prevailing wage.
- This quote includes sales tax (applied to product, shipping, and installation).
- Quote is good for 30 days.



***Note – Existing equipment is highlighted in red.**

WWW.AMERICANRAMPCOMPANY.COM

601 McKinley
Joplin, MO 64801
Tel: (417) 206-6816
Toll Free: (800) 949-2024
Fax: (417) 206-6888
sales@americanrampcompany.com

DRAWN BY	Chuck Dodge
DATE	6/27/19

REP. AGENCY

American Ramp Company

REP. NAME

Maddie Ferson

REP. PHONE

(800) 949-2024

CUSTOMER APPROVAL	**DATE**

PROJECT NAME

Stanwood Skate Park

DESIGN NO.	**6813**

Purchase through our competitively bid government Sourcewell contract.



American Ramp Company #112420-ARC

Pricing for contract #112420-ARC is provided at 7% off factory direct pricing to Sourcewell participating agencies.

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